VOLUME-I

BRIHANMUMBAI MUNICIPAL CORPORATION

E-TENDER (EPC -Turnkey)

(e-bid no._2026_MCGM_1348018_1)

Name of Work:	"Establishment of the Advanced Forensic Medicine & Non-Invasive Autopsy Centre at KEM Hospital, Mumbai — Construction of a Ground + 5 Storey State-of-the-Art Medico-Legal and Mortuary Complex on EPC-Turnkey basis. To be displayed by 11.00 hours on 30.10.2026 at the BMC Portal website http://portal.mcgm.gov.in

Prepared by: M/s. Shashank Mehendale & Associates

Verified by **Approved by**

Office of : Dean KEM Hospital, (Paral East) Mumbai – 400 012

Scrutiny done and Approval by Dy.Ch. E. HIC city

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SECTION 1

E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Dean KEM Hospital, Parel Mumbai

E-TENDER NOTICE

Tender ID: (e- bid No. 2026_MCGM_1348018_1)

Name of Work : "Establishment of the Advanced Forensic Medicine & Non-Invasive Autopsy Centre at KEM Hospital, Mumbai - Construction of a Ground + 5 Storey State-of-the-Art Medico-Legal and Mortuary Complex on EPC-Turnkey basis.

The BRIHANMUMBAI MUNCIPAL 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 Municipal Corporation of Greater Mumbai, (BMC) in **Class I (A) as per new Registration** Rules 2016 **of BMC** (Excluding those who are black-listed or against whom FIR have been filed) 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 date of issue of work order failing which their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and a penalty of 0.1% of contract cost OR Rs. 10,000/- whichever is more will be recovered/deducted from the contractor's payment / bill by the department. Successful Bidder shall note that their 1st R.A. Bill will be released after getting registered with BMC in equivalent class. The contractor, who fails to get registered with BMC, shall not be considered for BMC work in future in that discipline.

Joint Venture (JV) is not allowed in this tender

Bidding Process will comprise of THREE stages.

Bidders attention is requested to the new circular regarding Goods and Service Tax (GST) Refer New Circular no. CA/F/project/28 Dated 28.03.2023. Attached revised Circular here with the Draft Tender.

i) The application form can be downloaded from NIC portal (https://mahatenders.gov.in). The Tender fee of Rs. 19,965/- + Rs. 3,594/-18% GST = Rs. 23,559/- is payable as per circular No. CA/FRG/15 dt. 20.03.2026; shall be paid online on Mahatender Portal. 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. (Copy attached herewith in Circular Section).

ii) All interested vendors, are required to be registered with BMC. Vendors not registered with BMC before can apply by clicking the link "Vendor Registration" under the "e Procurement" section of BMC portal, vendors already registered with BMC need to contact Helpdesk to extend their vendor registration.

iii) For e-Tendering registration, enrollment for digital signature certificates and user manual,

iv) please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

v) Bidder should follow the bidding process as per norms of Mahatender Portal.

Name and Location of Work	Contract Period	Conceptual/ Estimated Cost of Project
"Establishment of the Advanced Forensic Medicine & Non-Invasive Autopsy Centre at KEM Hospital, Mumbai — Construction of a Ground + 5 Storey State-of-the-Art Medico-Legal and Mortuary Complex on EPC-Turnkey basis.	**11 Months including monsoon period which includes Planning & Design Approvals, Execution & Handing over & shifting.**	**Rs. 17.00 Crores (Excluding GST) Approximately**

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**. 17 Lakhs** (Rupees Seventeen Lakh 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 EMD amounting to Rs. 17 Lakhs.** (Rupees Seventeen Lakh Only) **through payment gateway of GOM on URL https://mahatenders.gov.in A).** The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on e-procurement system of Government of Maharashtra Mahatenders portal https://mahatenders.gov.in and BMC portal (http://portal.mcgm.gov.in) as mentioned in the Header Data of the tender.

As per THREE e-packet systems, the document for e-packet A & B is to be uploaded by the bidder in vendors' document online in e-Packet A, e-Packet B and e-Packet C. e- 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 Dean KEM Hospital, Parel Mumbai. The e-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 mahatender website **(http://mahatenders.gov.in)**

The Applicants interested for the above referred works may contact the Office of **Dean KEM Hospital** at the following address on any working day during office hours.

Office of: Dean KEM Hospital, (Paral East) Mumbai – 400 012

Email Address:

e-mail: hc02.kem@mcgm.gov.in
AE (Civil) KEM hospital : aecivil01.kem@mcgm.gov.in

AE (M & E) KEM hospital : ae02me.kem@mcgm.gov.in

The applicants may visit the site under reference located at KEM Hospital, Parel Mumbai and can collect the information of the present status from the department who have invited the bids.

The BMC reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website **http://mahatenders.gov.in**.

By Order of the
Municipal commissioner
Brihanmumbai Municipal Corporation

Sd/-
Dean (KEM Hospital)

Address for Communication and Venue for opening of bid:

Tender Department
5th Floor, CVTS Bldg.
K.E.M. Hospital
Parel, Mumbai – 400 012
Tel. No. 022-24107452
e-mail: hc02.kem@mcgm.gov.in

Note **:** *As per Circular Dir./IT/F-59 Dtd. 10.05.2023 Use of e-Procurement System of Gov. of Maharashtra (Mahatender) for all tenders in BMC instead of SAP SRM is made mandatory. Contractor has to enroll and obtain credentials for the same.

Section: 2	HEADER DATA
E-Tender File No.	KEM/454/TDRE-III Bid No. **2026_MCGM_1348018_1**
Name of Organization	BRIHANMUMBAI MUNICIPAL CORPORATION (B.M.C.)
Subject	Establishment of the Advanced Forensic Medicine & Non-Invasive Autopsy Centre at KEM Hospital, Mumbai. Construction of a Ground + 5 Storey State-of-the-Art Medico-Legal and Mortuary Complex on EPC-Turnkey basis.
Estimated Cost	Rs 17.00 Crores (Excluding GST) Approximately
Tenders fee for E-Tender	Rs. 19965.00 + Rs. 3594.00 GST@18% = Total Rs. 23,559.00.
Earnest Money Deposit	Rs. 17,00,000/-
Start date & time of Bid Submission	30.10.2026 at.16.00 hrs
Pre-Bid Meeting date & Venue	05.11.2026 at.15.00 hrs Board Room of Dean KEM Hospital Parel Mumbai-12
End date & time of Bid Submission	19.11.2026 at.16.00 hrs
End date & time for receipt of EMD	19.11.2026 at. 16.00 hrs
Opening of Packet "A"	As mentioned in https://mahatenders.gov.in
Opening of Packet "B"	
Opening of Packet "C"	
Address for Communication	Tender Dept. 5th Floor, CVTC Building KEM Hospital Parel, Mumbai – 400 012 Tel. No. 022-24107452
Venue for opening of Bid	Online at above address.

This tender document is not transferable. 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-

Dean KEM Hospital

SECTION 2

ELIGIBILITY CRITERIA

For Original and New Construction Works (If area of proposed work is more than 20000 sqft or any special work)

(A) Technical Capacity:

The Bidder should have in their own name satisfactorily completed Similar nature in BMC /Semi Govt. /Govt. & Public Sector Organizations during last 7 (seven) years during last day of month previous to the one in which bids are invited. For this purpose, cost of work shall mean gross value of the completed work including cost of material supplied by the Government/client but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.

i. Three completed similar works or currently executing three works of similar nature admeasuring each work not less than 30% of the estimated cost put to tender i.e.Rs.17.00 Cr. (Seventeen crores).

OR

ii. ii. Two completed similar works or currently executing two works of similar nature admeasuring each work not less than 40% of the estimated cost put to tender i.e.Rs.17.00 Cr. (Seventeen crores).

OR

iii. iii. One completed similar work or currently executing one work of similar nature admeasuring not less than 60% of the estimated cost put to tender i.e.Rs.17.00 Cr. (Seventeen crores).

****The value of executed works shall be brought to current costing level by enhancing to 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.**

****Also Minimum 1 work in New construction in Heritage building work not less than 30% of the estimated cost put to tender i.e.Rs.17.00 Cr. (Seventeen crores)**

****Minimum 1 work in which Experience of Having Obtained Approvals in PEC project.**

1.1 Similar experience (For Original and New Construction Works) *is spelt in definite sense, such as-*

Nos of stories	Experience of habitable construction
Up to 4 stories	No special experience
From 5 to 10 stories	Minimum 5 stories
In case of Mortuary	The qualifying works mentioned in the above table should be of construction of any Hospital building / Mortuary building /s of RCC framed structure comprising of Water Supply, Sanitary Installations, Drainage and Sewerage Systems, internal electrical works & specialized M&E Services i.e. a) HVAC, b)fire Fighting & Fire Alarm system, c) Electrical substation, d) Lifts, e) Public Address & evacuation system, f) Building Management System, g) EPABX system, h) CCTV **i) Cold Storage** etc. i.e. complete habitable structure.

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

For evaluation the technical capacity, the work of similar nature for this project shall means construction works of RCC Hospital building or Commercial or Institutional or Administrative building and at least one of the qualifying works must be construction of Hospital building / Mortuary building as stipulated.

The qualifying works mentioned in the above table should be of construction of any Hospital building / Mortuary building /s of RCC framed structure comprising of Water Supply, Sanitary Installations, Drainage and sewerage Systems, internal electrical works & specialized M&E Services i.e. a) HVAC, b)fire Fighting & Fire Alarm system, c) Electrical substation, d) Lifts, e) Public Address & evacuation system, f) Building Management System, g) EPABX system, h) CCTV i) **Cold Storage** etc. i.e. complete habitable structure.

Mechanical & Electrical Works:

Eligibility criteria for specialized Mechanical & Electrical Works: -

If specialized jobs are to be executed by the prime bidder in-house, then the bidder has to submit documents for having fulfilled the technical capacity criteria. In case, specialized jobs are to be executed through nominated Sub-contractor fulfilling technical capacity criteria then, the prime bidder should submit the credentials of nominated sub-contractors for specialized work (Electrical work, firefighting HVAC work), along with mandatory enclosures as mentioned below. The Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub-contractor shall be submitted for each specialized job (Electrical work, Firefighting work, HVAC and Cold storage works separately by prime bidder along with the bid in Packet B. It will be binding on the contractor to get the individual M&E work executed though such approved nominated. Sub-contractor (with MOU) only. All MOU with specialized subcontractor to be submitted on rs. 500 Stamp paper and should be binding to the effect that bidder cannot change sub-contractor without consent of BMC.

To change in appointment sub-contractor bidder shall have to refer conditions mentioned in the section of Special Directions to bidders, Special Instructions for appointment of sub-contractor for M&E Works, Firefighting works, HVAC and Cold Storage works , with regard to experience of Specialized agency submitted by the bidder for M&E works, firefighting, HVAC and Cold Storage works in Eligibility Criteria, change in agency will be allowed during the execution stage subject to written permission being obtained for the Dept. for the same.

Technical Capacity

A) For Electrical Work: -

1) Tenderer/Nominated Sub Contractor of electrical shall have registered with the MCGM in Class "A" as per new registration rule 2016.Tenderer/Nominated Sub Contractor of electrical works shall have valid PWD's electrical contractors license and his own office setup in Mumbai/Navi Mumbai/Thane area.
2) Registered electrical contractors of Railways / CIDCO / Central Public Works Dept./ Maharashtra State Public Works Department whose office is in Mumbai/Navi Mumbai/Thane area having class equivalent to Class "A" of BMC as per new registration rules '2016' are also eligible to quote for the tender subject to the condition that the contractor who are not registered with BMC shall apply for registration within three months' time period in similar category in BMC from the award of contract, otherwise their EMD and ASD will be forfeited and the award of contract will be treated as cancelled. The contractor shall have valid PWD's electrical contractor's license. and his own office setup in Mumbai/Navi Mumbai/Thane area.

(Supporting documents and certificates shall be uploaded by main contractor.)

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

a) Three similar completed works or currently executing three similar works of similar nature admeasuring not less than 30% of the estimated cost put to tender i.e.Rs.3.00 crores.

OR

b) Two similar completed works or currently executing two similar works of similar nature admeasuring not less than 40% of the estimated cost put to tender i.e.Rs.3.00 crores.

OR

c) One similar completed works or currently executing one similar works of similar nature admeasuring not less than 60% of the estimated cost put to tender i.e.Rs.3.00 crores.

(Supporting documents and certificates shall be uploaded by main contractor.)

Similar Experience: Similar work shall mean, Work of Supply, installation, testing & commissioning of Electrical systems.

B) Fire Fighting & Fire Alarm System.

Firms dealing in the line of installations of Fire Fighting and fire detection / suppression systems enlisted with Directorate of Maharashtra fire services as eligible (as on the date of invitation on tender) licensing agency for SITC of Fire Fighting and fire detection / suppression systems having their office at Mumbai/Navi Mumbai/ Thane area.

(Supporting documents and certificates shall be uploaded by main contractor.)

The contractor(s) or Specialized agencies of fire-fighting work in their own name should have satisfactorily executed the work of similar naturein BMC /Semi Govt. /Govt. & Public Sector Organizations Sector & Private Sector 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 Specialized agencies, 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) and his own office setup in Mumbai/Navi Mumbai/Thane Area.

a) Three similar completed works or currently executing three similar works of similar nature admeasuring not less than 30% of the estimated cost put to tender i.e.Rs.1.50 crores.

OR

b) Two similar completed works or currently executing two similar works of similar nature admeasuring not less than-40% of the estimated cost put to tender i.e.Rs.1.50 crores.

OR

c) One similar completed works or currently executing one similar works of similar nature admeasuring not less than 60% of the estimated cost put to tender i.e.Rs.1.50 crores.

Similar Experience:

Similar work shall mean, Work of Supply, installation, testing & commissioning of Fire Fighting and fire detection/ suppression systems.

All MOU with specialized subcontractor (Electrical & Fire-Fighting Works) for all above works to be on Rs. 500 stamp paper and should be binding to the effect that bidder can change sub-contractor with prior consent of BMC subject to above qualification.

C) <u>LIFT, HVAC/Ventilation works</u>:

Firms dealing in the line of installations of HVAC work enlisted with BMC as eligible (as on the date of invitation on tender) licensing agency for SITC of HVAC works having their office at Mumbai/Navi Mumbai/ Thane area.

(Supporting documents and certificates shall be uploaded by main contractor.)

The contractor(s) or Specialized agencies of HVAC work in their own name should have satisfactorily executed the work of similar naturein BMC /Semi Govt. /Govt. & Public Sector Organizations Sector & Private Sector 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 Specialized agencies, 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) and his own office setup in Mumbai/Navi Mumbai/Thane Area.

a) Three similar completed works or currently executing three similar works of similar nature admeasuring not less than 30% of the estimated cost put to tender i.e.Rs.2.50 crore.

OR

b) Two similar completed works or currently executing two similar works of similar nature

admeasuring not less than-40% of the estimated cost put to tender i.e.Rs.2.50 crore.

OR

c) One similar completed works or currently executing one similar works of similar nature admeasuring not less than 60% of the estimated cost put to tender i.e.Rs.2.50 crore.

Similar Experience:

Similar work shall mean, Work of Supply, installation, testing & commissioning of HVAC systems.

All MOU with specialized subcontractor (HVAC Works) for all above works to be on Rs. 500 stamp paper and should be binding to the effect that bidder can change sub-contractor with prior consent of BMC subject to above qualification.

D. Cold Storage works

Firms dealing in the line of Providing and installations of **Cold Storage works** enlisted with BMC as eligible (as on the date of invitation on tender) Cold Storage works Agency having their office at Mumbai/Navi Mumbai/ Thane area.

(Supporting documents and certificates shall be uploaded by main contractor.)

The contractor(s) or Specialized agencies of **Cold Storage works** in their own name should have satisfactorily executed the work of similar naturein BMC /Semi Govt. /Govt. & Public Sector Organizations Sector & Private Sector 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 Specialized agencies, 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) and his own office setup in Mumbai/Navi Mumbai/Thane Area.

a) Three similar completed works or currently executing three similar works of similar nature admeasuring not less than 30% of the estimated cost put to tender i.e.Rs.1.00 crore.

OR

b) Two similar completed works or currently executing two similar works of similar nature admeasuring not less than-40% of the estimated cost put to tender i.e.Rs.1.00 crore.

OR

c) One similar completed works or currently executing one similar works of similar nature admeasuring not less than 60% of the estimated cost put to tender i.e.Rs.1.00 crore.

Similar Experience:

Similar work shall mean works of Cold Storage works and Maintenance.

All MOU with specialized works Agencies for all above works to be on Rs. 500 stamp paper and should be binding to the effect that bidder can change sub-contractor with prior consent of BMC subject to above qualification.

Note: The bidder has right to change Specialized Agency (Electrical, Fire Fighting, HVAC and Cold Storage works) subject to prior written permission of the BMC and subject to that, new agency fulfils the tender criteria.

All above specialized M&E Services should have been executed under the same contract of Hospital building / Mortuary building /s. Remaining specialized M&E services if executed under a separate contract shall also be considered for the purpose of assessing the Technical Competence only without adding its monetary value for determining the Eligibility Criteria.

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

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

B. Financial Capacity (For both types of work i.e. For regular/routine tender work & For Original and New Construction Works)

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

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.

C. Bid Capacity:

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

Where,

A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last five years (updated to the price level of the Financial year in which bids are received at a rate of 10% per year) taking into account the completed as well as works in progress. Base Year for this tender will be 2025-26. M.F. factors will be as under—

Year	Multiplying Factor
2025-26	1.00
2024-25	1.1
2023-24	1.21
2022-23	1.331
2021-22	1.461

N = Number of years prescribed for completion of the Project/Works, excluding monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year) For every intervening monsoon 0.33 shall be added to N. Here N= 4.15

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

*** Bid capacity shall be more than the estimated cost of the work, as mentioned in Header Data.**

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

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

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

SECTION 3

DISCLAIMER

DISCLAIMER

The information contained in this e-tender document or provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Brihanmumbai Municipal Corporation (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.

Sd/-

Dean KEM Hospital

SECTION 4

(INTRODUCTION)

1. Background:

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

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

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

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

General Scope of work:

This is being EPC Turnkey Tender, Planning, Design, Construction of the structure with ancillary structures and Commissioning of utilities and services as per Architectural Drawing attached with this bid document including Shifting of Utilities as per directions, Internal Water Supply, Sanitary Installations and drainage, Development works like UG Pump/Sumps, Terrace water Tanks, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Internal Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, cold storage works, Solar PV Generation System, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, Public Address System**"** etc. and their integration, making fit for occupation complete in all respects on Engineering, Procurement and Construction (EPC) basis in accordance to the User Requirements, Technical Specifications and standard laid down in the tender document.

The work consists Construction of: -

Ground floor to 5th floors, Including Terrace and Above Terrace Activities Like OHT, Lift Machine room, Staircase Mumty room, Solar panel, piping etc to be completed per this tender and possession of same to be handed over to KEM Hospital.

The tabulated form of proposed work is as below: -

Sr. No	**Floor**	**USER / Activities**	**Construction Area (Sq.Mt.)**	**Remarks**
1	2	3	4	5
1)	Ground floor		462.32	
2)	First floor		462.32	
3)	Second floor		462.32	
4)	Third floor		462.32	
5)	Fourth Floor		462.32	
6)	Fifth floor		462.32	
7)	OHT, Staircase Mumty Room Lift Machine Room		86.08	
	Total Construction area (Built up area)		**2,860.00** sq.mt.	

Note:-

1. Bidders shall note that, scope of work and list of items mentioned in the tender

is not exhaustive. The same may be altered or amended as per requirement of the site conditions and requirements of the work. The complete work shall be executed as per directions.

2. Estimated Cost of the tender is based on the above areas and ancillary works (Structures & services) and variance, as decided by the Engineer-In -Charge, in the same will be prorata adjusted in the conceptual final cost and payment.
3. Bidders shall refer detail scope of the works & other requirements/provisions mentioned in the Tender before submitting the bid.

SECTION 5

E-TENDERING ONLINE SUBMISSION PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

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

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

1) Before entering in to online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links. For this applicants/Bidders shall refer to bidder's manual kit available on website https://mahatenders.gov.in for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document or at a link.

   https://mahatenders.gov.in/nicgep/app?page=HelpForContractors&service=page

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

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

into account of the corrigendum published before submitting the bids online.

10. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11. Bidder should arrange for the EMD **Online** as specified in the tender.
12. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
13. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
14. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
15. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
16. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since

the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

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

26. The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates thesame will be displayed on the e-Procurement System of Government of Maharashtra (Mahatenders) (http://mahatenders.gov.in).

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

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

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

The e-tender is available on NICs portal of Govt. of Maharashtra, https://mahatenders.gov.in , as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet **'A'**, Packet **'B'** & Packet **'C'** of the tenderer will be opened as per the time-table shown in the Header Data in the office of **Dean KEM Hospital, Mumbai.**

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the BMC Portal (http://portal.mcgm.gov.in) as well as on NIC Portal https://mahatenders.gov.in. **Note: ***As per Circular Dir./IT/F-59 Dtd. 10.05.2023 Use of e-Procurement System of Gov. of Maharashtra (Mahatender) for all tenders in BMC instead of SAP SRM is made mandatory. Contractor has to enroll and obtain credentials for the same.

SECTION 6

INSTRUCTIONS TO APPLICANTS

INSTRUCTIONS TO APPLICANTS / BIDDER/TENDERER

Scope of Application:

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

Eligibility of Applicants:

The 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 Brihanmumbai Municipal Corporation (BMC) in **Class I(A)** 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) will be forfeited/recovered and a penalty of 0.1% of contract cost OR Rs. 10,000/- whichever is more will be recovered/deducted from the contractor's payment / bill by the department. Successful Bidder shall note that their 1st R.A.Bill will be released after getting registered with BMC in equivalent class. The contractor, who fails to get registered with BMC, shall not be considered for BMC work in future in that discipline.

Brief of Work

1. The site is situated at **KEM Hospital**, F/South ward of the Brihanmumbai Municipal Corporation Mumbai-12. The proposed buildings are to be constructed in available land as per the Layout Plan for construction of **a Ground + 5 Storey State-of-the-Art Medico-Legal and Mortuary Complex** at KEM Hospital, F/South ward of the Brihanmumbai Municipal Corporation, provided herein this bid document. The proposed facility shall be developed on designated plot in KEM Hospital. Soil Investigation Report of proposed site is Not available for reference. The entire development is to be designed adhering to the local body norms and CFO /EC/MPCB Guidelines for Hospital building / Mortuary building.
2. The present tender is for Planning, Design, Construction and Commissioning of all utilities in construction of Ground + 5 floors building for proposed construction of Hospital building / Mortuary building for various functional requirements of the Mortuary, Ventilation / AC plant room, DG set panel room, Underground sump and Pump room, all Civil, M & E services, development works and Horticulture works on Engineering, Procurement and Construction (EPC) basis in accordance to the Specifications and standard laid down in the tender document. The brief scope of Construction Work of following building with RCC framed structure as per specifications mentioned in tender documents by demolishing existing buildings/ Shed is given below, however detailed scope has been provided in this bid document.

Sr. No.	Description	Super structure area in Sq.Mt.
1	Removal/Demolition of existing structures.	To be assessed by the bidder before submitting the Bid.
2	Ground floor to 5th floors, Including Terrace and Above terrace Activities Like OHT, Lift Machine room, Staircase Mumty room, Solar panel, Piping etc to be completed per this tender and possession of same to be handed over to KEM Hospital	To be assessed by the bidder before submitting the Bid. Construction Area = **2,860.00** sq.mt.
	Total Construction Area	**2,860.00 Sq.Mt.**
	The area's worked out above are as per the Architectural drawings attached herewith this tender. Including Allied Infrastructural works, M& E works, PHE Works and all allied Utilities & services as mentioned in this tender	

3. Demolition and dismantling of buildings/structure if any, in the project site area as per requirement including shifting of utility lines e.g. Electrical cables, Sewerage/Drainage System, water supply lines, OFC/Data cables, Pressured GAS supply lies etc. with permission and satisfaction of the concerned authorities owning these/such utilities. Quoted price shall include cost of required demolition and shifting of utilities etc.
4. Digital Survey, Geotechnical Investigation and Tree Survey details provided herein this bid document are indicative only and accuracy of same is not guaranteed, therefor the Contractor has to mandatorily carry out all above Surveys on their own including all the allied preliminary works. If required, contractor shall also carry out other surveys, required for the execution of the Works/Services.
5. As per the requirement of end user, the conceptual design of the project have been developed to indicate functional space requirements and attached herewith in this bid document for reference. The contractor will be required to deploy competent Consultants as per eligibility requirement given in this bid document. The contractor shall provide detailed Architectural Planning/Design, Landscape Planning, Structural Design, Design of required Services, obtaining mandatory approvals from Local Bodies/ Statutory Authorities required before and during execution of Works & Services and those required for Commissioning, Occupation/Completion Certificate etc. for the Building/Services and detailed scope of work for consultancy given in the detailed scope of work.
6. Cutting/Transplantation of existing trees after obtaining approval from concerned Authorities / Local body as applicable. The contractor shall also carry out the compensatory plantation in lieu of felled/cut trees as per requirement of tree authority and maintain these trees/plants at the location/site provided / designated by user department and approved by tree authority till handing over of project to the client.

Note: -

1. The area of the buildings mentioned above are indicative only. Consultant of contractor has to plan and design the buildings as per scope of the work given.
2. Construction of Civil and M&E Services, other allied works such as, ~~Car Parking,~~

Central Ventilation /AC Plant Room, External Development, Landscaping & Horticulture Work, Water Storage Tanks, Guard Room, Main Gate and Compound/ Boundary/ Retaining wall as per requirement etc. as per specifications mentioned in Tender documents and detailed scope of work and Design basis report.

- **Note: STP and ETP is Not part of this tender considering Site constrains, The Contractor to connect drainage to the Municipal sewer or the STP available in the Premises.**

3. The Contractor shall obtain all service connections like Water Supply, Sewerage, Drainage, Electric Supply, associate in applying for LAN/WAN, Telephone Lines etc. from the main lines of the respective authorities'/service providers and this shall be deemed to be included in the quoted price.
4. Testing, commissioning of all services, fittings and fixtures, equipment's after obtaining local body approval and all other statutory approvals as applicable and handing over.
5. The statutory payments or fees payable to Government/ Local Body and all other statutory bodies shall be borne by Contractor. Similarly, for M&E works all the statutory payments or fees payable to Government / Local body / Electricity Board shall be borne by Contractor.
6. Approvable architectural drawings are prepared by consultant / Consulting Architect appointed by BMC attached with tender documents. However, agency has to prepare more detailed working architectural drawings as per direction of Engineer-in-charge for local body approval and execution of work. The agency shall also prepare drawing and designs such as structural design, and design of services for civil, electrical & mechanical services etc. complete as mentioned elsewhere in this tender document.
7. All the detailed working Architectural & Structural drawings prepared by the consultant appointed by the contractor shall be scrutinized by BMC/Consultant appointed by BMC for sufficiency of functional requirements, compliance with scope of work etc. and issue No Objection Certificate and work shall be executed based on these drawings.
8. The scope of work shall include all activities/work starting from the given concept to completion.
9. The Contractor shall prepare and submit all as Built Drawings of buildings & services and other related documents both in hard copy and the soft copy after completion.
10. The Contractor shall obtain Occupation Certificate from local body and all relevant statutory bodies and hand over the completed project in habitable state from all perspective to the client department.
11. The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

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

For Original and New Construction Works (Not applicable for this work)

(A) Technical Capacity:

The Bidder should have in their own name satisfactorily completed Similar nature in BMC /Semi Govt. /Govt. & Public Sector Organizations during last 7 (seven) years during last day of month previous to the one in which bids are invited. For this purpose, cost of work shall mean gross value of the completed work including cost of material supplied by the Government/client but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.

i. Three completed similar works or currently executing three works of similar nature admeasuring each work not less than 30% of the estimated cost put to tender i.e.Rs.17.00 Cr. (Seventeen crores).

OR

ii. ii. Two completed similar works or currently executing two works of similar nature admeasuring each work not less than 40% of the estimated cost put to tender i.e.Rs.17.00 Cr. (Seventeen crores).

OR

iii. iii. One completed similar work or currently executing one work of similar nature admeasuring not less than 60% of the estimated cost put to tender i.e.Rs.17.00 Cr. (Seventeen crores).

The value of executed works shall be brought to current costing level by enhancing to 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.

1.2 Similar experience (For Original and New Construction Works) *is spelt in definite sense, such as-*

Nos of stories	**Experience of habitable construction**
Up to 4 stories	No special experience
From 5 to 10 stories	**Minimum 5 stories**
From 11 to 15 stories	Minimum 8 stories
From 15 + stories	Minimum 10 stories

Building height definition to read as stated below:

"Height of the Building" means the vertical distance measured in the case of the roofs, from the average level of the ground around and contiguous to the top of the terrace level i.e.the height shall be excluding height of parapet wall, staircase room, Mumty i.e. LMR & OHWT.

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

For evaluation the technical capacity, the work of similar nature for this project shall means construction works of Hospital / Mortuary building and at least one of the qualifying works must be construction of building as stipulated.

As the construction of Hospital building / Mortuary building /s is proposed in this tender, the qualifying works mentioned in the above table should be of construction of any 5 storey building/s of RCC framed structure comprising of Water Supply, Sanitary Installations, Drainage and sewerage Systems, internal electrical works & specialized M&E Services i.e. a) HVAC, b)fire Fighting & Fire Alarm system, c) Electrical substation, d) Lifts, e) Public Address & evacuation system, f) Building Management System, g) EPABX system, h) CCTV etc. i.e. complete habitable structure.

Mechanical & Electrical Works:

Eligibility criteria for specialized Mechanical & Electrical Worke:-

If specialized jobs are to be executed by the prime bidder in-house, then the bidder has to submit documents for having fulfilled the technical capacity criteria. In case, specialized jobs are to be executed through nominated Sub-contractor fulfilling technical capacity criteria then, the prime bidder should submit the credentials of nominated sub contractors for specialized work (Electrical work, firefighting HVAC work), along with mandatory enclosures as mentioned below. The Memorandum of Undertaking (MoU) on Rs.500/- Stamp Paper with the nominated sub contractor shall be submitted for each specialized job (Electrical work, Firefighting work, HVAC and Cold Storage works separately by prime bidder along with the bid in Packet B. It will be binding on the contractor to get the individual M&E work executed though such approved nominated. Sub-contractor (with MOU) only. All MOU with specialized subcontractor to be submitted on rs. 500 Stamp paper and should be binding to the effect that bidder cannot change sub contractor without consent of BMC.

To change in appointment sub-contractor bidder shall have to refer conditions mentioned in the section of Special Directions to bidders, clause no. 52' Special Instructions for appointment of sub-contractor for M&E Works, Firefighting works, HVAC and Cold Storage works, with regard to experience of Specialized agency submitted by the bidder for M&E works, firefighting, HVAC and Cold Storage works in Eligibility Criteria, change in agency will be allowed during the execution stage subject to written permission being obtained for the Dept. for the same.

Technical Capacity

A) For Electrical Work:-

1)Tenderer/Nominated Sub Contractor of electrical shall have registered with the MCGM in Class "A" as per new registration rule 2016.Tenderer/Nominated Sub Contractor of electrical works shall have valid PWD's electrical contractors license and his own office setup in Mumbai/Navi Mumbai/Thane area.

2) Registered electrical contractors of Railways / CIDCO / Central Public Works Dept./ Maharashtra State Public Works Department whose office is in Mumbai/Navi Mumbai/Thane area having class equivalent to Class "A" of BMC as per new registration rules '2016' are also eligible to quote for the tender subject to the condition that the contractor who are not registered with BMC shall apply for registration within three months' time period in similar category in BMC from the award of contract, otherwise their EMD and ASD will be forfeited and the award of contract will be treated as cancelled. The contractor shall have valid PWD's electrical contractor's license. and his own office setup in Mumbai/Navi Mumbai/Thane area.

(Supporting documents and certificates shall be uploaded by main contractor.)

The contractor(s) or Specialized agencies of electrical work in their own name should have satisfactorily executed the work of similar nature in MCGM /Semi Govt. /Govt. & Public Sector & Private Sector Organizations during **last seven (7) years** ending last day of month previous to the one in whichbids 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).

d) Three similar completed works or currently executing three similar works of similar nature admeasuring not less than 30% of the estimated cost put to tender i.e.Rs.3.00 crores.

OR

e) Two similar completed works or currently executing two similar works of similar nature admeasuring not less than 40% of the estimated cost put to tender i.e.Rs.3.00 crores.

OR

f) One similar completed works or currently executing one similar works of similar nature admeasuring not less than 60% of the estimated cost put to tender i.e.Rs.3.00 crores.

(Supporting documents and certificates shall be uploaded by main contractor.)

Similar Experience: Similar work shall mean, Work of Supply, installation, testing & commissioning of Electrical systems.

B) Fire Fighting & Fire Alarm System.

Firms dealing in the line of installations of Fire Fighting and fire detection / suppression systems enlisted with Directorate of Maharashtra fire services as eligible (as on the date of invitation on tender) licensing agency for SITC of Fire Fighting and fire detection / suppression systems having their office at Mumbai/Navi Mumbai/ Thane area.

(Supporting documents and certificates shall be uploaded by main contractor.)

The contractor(s) or Specialized agencies of fire-fighting work in their own name should have satisfactorily executed the work of similar naturein BMC /Semi Govt. /Govt. & Public Sector Organizations Sector & Private Sector 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 Specialized agencies, 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) and his own office setup in Mumbai/Navi Mumbai/Thane Area.

d) Three similar completed works or currently executing three similar works of similar nature admeasuring not less than 30% of the estimated cost put to tender i.e.Rs.1.50 crores.

OR

e) Two similar completed works or currently executing two similar works of similar nature admeasuring not less than-40% of the estimated cost put to tender i.e.Rs.1.50 crores.

OR

f) One similar completed works or currently executing one similar works of similar nature admeasuring not less than 60% of the estimated cost put to tender i.e.Rs.1.50 crores.

Similar Experience:

Similar work shall mean, Work of Supply, installation, testing & commissioning of Fire Fighting and fire detection/ suppression systems.

All MOU with specialized subcontractor (Electrical & Fire-Fighting Works) for all above works to be on Rs. 500 stamp paper and should be binding to the effect that bidder can change sub-contractor with prior consent of BMC subject to above qualification.

C) <u>Lift, HVAC/Ventilation works</u>:

Firms dealing in the line of installations of HVAC work enlisted with BMC as eligible (as on the date of invitation on tender) licensing agency for SITC of HVAC works having their office at Mumbai/Navi Mumbai/ Thane area.

(Supporting documents and certificates shall be uploaded by main contractor.)

The contractor(s) or Specialized agencies of HVAC work in their own name should have satisfactorily executed the work of similar naturein BMC /Semi Govt. /Govt. & Public Sector Organizations Sector & Private Sector 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 Specialized agencies, 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) and his own office setup in Mumbai/Navi Mumbai/Thane Area.

a) Three similar completed works or currently executing three similar works of similar nature admeasuring not less than 30% of the estimated cost put to tender i.e.Rs.2.50 crore.

OR

b) Two similar completed works or currently executing two similar works of similar nature admeasuring not less than-40% of the estimated cost put to tender i.e.Rs.2.50 crore.

OR

c) One similar completed works or currently executing one similar works of similar nature admeasuring not less than 60% of the estimated cost put to tender i.e.Rs.2.50 crore.

Similar Experience:

Similar work shall mean, Work of Supply, installation, testing & commissioning of HVAC systems.

All MOU with specialized subcontractor (HVAC Works) for all above works to be on Rs. 500 stamp paper and should be binding to the effect that bidder can change sub-contractor with prior consent of BMC subject to above qualification.

D. Cold Storage works and O&M: -

Firms dealing in the line of installations of **Cold Storage works** enlisted with BMC as eligible (as on the date of invitation on tender) Cold Storage works Agency having their office at Mumbai/Navi Mumbai/ Thane area.

(Supporting documents and certificates shall be uploaded by main contractor.)

The contractor(s) or Specialized agencies of **Cold Storage works** in their own name should have satisfactorily executed the work of similar naturein BMC /Semi Govt. /Govt. & Public Sector Organizations Sector & Private Sector 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 Specialized agencies, 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) and his own office setup in Mumbai/Navi Mumbai/Thane Area.

a) Three similar completed works or currently executing three similar works of similar nature admeasuring not less than 30% of the estimated cost put to tender i.e.Rs.1.00 crore.

OR

b) Two similar completed works or currently executing two similar works of similar nature admeasuring not less than-40% of the estimated cost put to tender i.e.Rs.1.00 crore.

OR

c) One similar completed works or currently executing one similar works of similar nature admeasuring not less than 60% of the estimated cost put to tender i.e.Rs.1.00 crore.

Similar Experience:

Similar work shall mean works of Cold Storage works and Maintenance.

All MOU with specialized Cold Storage works Agencies for all above works to be on Rs. 500 stamp paper and should be binding to the effect that bidder can change sub-contractor with prior consent of BMC subject to above qualification.

Note: The bidder has right to change Specialized Agency (Electrical, Fire Fighting, HVAC and **Cold Storage works**) subject to prior written permission of the BMC and subject to that, new agency fulfils the tender criteria.

At least three out of above specialized M&E Services should have been executed under the same contract of Hospital building / Mortuary building /s. Remaining specialized M&E

services if executed under a separate contract shall also be considered for the purpose of assessing the Technical Competence only without adding its monetary value for determining the Eligibility Criteria.

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

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

B. Financial Capacity (For both types of work i.e. For regular/routine tender work & For Original and New Construction Works

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

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.

C. Bid Capacity:

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

Where,

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

N = Number of years prescribed for completion of the Project/Works, excluding monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year) For every intervening monsoon 0.33 shall be added to N. Base Year for this tender will be 2025-26. M.F. factors will be as under . Here N=4.15.

Year	Multiplying Factor
2025-26	1.00
2024-25	1.1
2023-24	1.21
2022-23	1.331
2021-22	1.461

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

Bid capacity shall be more than the estimated cost of the work, as mentioned in Header Data.

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

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

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

D. Equipment Capabilities as required for this work:

The successful bidder will make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder will ensure commitment in this respect on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of **BMC.**

E) Technical Personnel

The contractor and/or its managerial staff should have qualification/experience appropriate to the function they fulfill. The minimum standard shall be increased by asking that at least one number or more of the contractor or its managerial staff have acquired qualifications or work experience to the needs of the contract. The minimum standard may also state that the person or persons responsible for managing the works must have a minimum of no's of years' experience working on similar nature of projects. For fixing requirement of Technical Staff as required for this work.

Cost of Work (Rs. In Crore)	**Requirement of Technical Staff (Major + Minor Component)**		**Minimum Experience(years)**	**Designation**
	Qualification	Number		
More than	i) Graduate Engineer	1	20	Project Manager in Major
100	(Major Component)			Discipline of Engineering
	ii)Graduate Engineer	1+1	12	Deputy Project Manager in
				Major Discipline of
				Engineering (1civil+1 M&E)
	iii)Graduate	1+1	5	Project/Site Engineer (1civil+1

Cost of Work (Rs. In Crore)	Requirement of Technical Staff (Major + Minor Component)		Minimum Experience(years)	Designation
	Qualification	Number		
				M&E)
	Engineer			
	or	1	10	
	Diploma Engineer			
	iv)Graduate	1+1	8	Quality Engineer (1civil+1 M&E)
	Engineer			
	v)Diploma Engineer	1	8	Surveyor
	vi)Graduate	1	6	Project Planning/Billing
	Engineer			Engineer

Notes-

1) "Cost of work", in table, shall mean the agreement amount of the work.

2) Rate of recovery in case of non-compliance of the clause be stipulated at BMC standard rates: -

3) Nothing extra need to be added while preparing market rate justified amount of the work if stipulation is made as per above recommended scale of technical staff.

4) Requirement of technical staff and their experience can be varied depending upon cost and complexity of the work by competent authority i.e. Chief Engineer with recorded reasons.

5) The failure in providing experienced technical and /professional ability personnel and even ignoring the instruction of the Engineer-in-charge shall be linked to penalization. Such disobeying attitude of the contractor shall also be reported to Vigilance/Registration & Monitoring department.

6) The site engineer must have BMC supervision license and copy of valid license shall be submitted in the office of Dean KEM before commencement of work.

Sr. No.	Qualification	Experience (Years)	Rate of Recovery
1	Project Manager with Degree	20	Rs.60000/- p.m.
2	Deputy Project Manager with Degree	12	Rs.40000/- p.m.
3	Project/Site Engineer (Degree/Diploma)	5 or 10 respectively	Rs.25000/- p.m.
4	Quality Graduate Engineer	8	Rs.25000/- p.m.
5	Surveyor	8	Rs.15000/- p.m.
6	Project Planning /Billing Engineer	6	Rs.20000/- p.m.

F. TIME PERIOD OF THE PROJECT--

Entire project should be completed in all respects and delivered within **11 Months** of time period (inclusive of Monsoon) from the date of award of contract that includes Monsoon period. The time period of **11 Months including monsoon which includes Planning & Design Approvals, Execution & Handing over & shifting.**

The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor. On failing to do so, the Contractor shall pay as compensation an amount which shall be governed as per Clause - 8(e) of Standard General Conditions of Contract to BMC.

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

¼ of the work in .. ¼ of the time

½ of the work in .. ½ of the time

¾ of the work in .. ¾ of the time

Full of the work in .. Full of the time

Full work (Including obtaining Planning & Design approvals, Execution, Shifting & Handing over) shall be completed in **11 Months** including monsoon.

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

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 will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him

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 be taken against the contractor for recovery of the amounts.

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

J. Action when whole of security deposit is forfeited:

In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by instalments or in the case of abandonment of the work owning to serious illness or death of the contractor or any other cause, the Engineer on behalf of the Municipal Commissioner shall have power to adopt any of the following process, as he may deem best suited to the interest of BMC -

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

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

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

final and conclusive against the contractor.

In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by 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. It will be entirely responsibility of the contractor to provide and install secure barricades on work site, wholly at his cost. The barricading shall be provided as per specifications and as per site requirements and the circular issued u/no. MGC/F/6342 dated 05.05.2018 shall be applicable. BMC will not make any payments towards barricading; contractor shall quote accordingly.

All the excavated material belongs to the Brihanmumbai Municipal Corporation and therefore shall be the property of BMC. The Successful Bidder shall deposit royalty, any other duty / taxes, fees and obtain necessary permit for excavation from concerned local/statutory authority required if any. The excavated surplus earth other than the quantities of earth required for back fillings shall be removed from site and dumped to suitable dumping ground at the risk and cost of the contractors. The payment of transportation charges shall not be paid by the BMC. The bidder must consider all the cost above and must quote accordingly.

L. <u>Project Management Consultant</u> -

BMC has appointed M/s. Shashank Mehendale & Associates as a Project Management Consultant for this work for validation and bill certification, site records, Proof checking, day to day Construction supervision, Quality Assurance, Quality control and Quality audit including Architectural services for this project work.

The successful Bidder /Contractor shall carry out the entire project work in coordination with PMC and BMC staff. In case of any conflict / interpretation etc. between PMC & contractor the decision of Director (E.S. & P) shall be final and binding on both in this regard.

M. <u>Contract may be rescinded and security deposit forfeited for bribing a public officer or if contractor becomes insolvent</u>:

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent

or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of 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.

N. General Information Registration of Class for Contractors: Registration of Class for Contractors shall be as per "The Rules Governing Registration of Contractor/s for Civil and Mechanical & Electrical Engineering Works – 2016", Available on BMC Portal i.e www/mcgm.gov.in

MUNICIPAL CORPORATION OF GREATER MUMBAI

NOTICE

SUB: "RULES GOVERNING THE REGISTRATION OF CONTRACTOR/S FOR CIVIL AND MECHANICAL & ELECTRICAL ENGINEERING WORKS – 2016".

All are requested to note that the existing rules for the registration of contractor/s are now reframed and the New Rules-2016 titled, **"RULES GOVERNING THE REGISTRATION OF CONTRACTOR/S FOR CIVIL AND MECHANICAL & ELECTRICAL ENGINEERING WORKS – 2016"** are made effective from 01/12/2016.

Therefore, henceforth no new registration will be done except under the New Rules of 2016.

Booklet of the new registration rules and application form will be available from Executive Engineer (Monitoring & Registration) Cell's office, provisionally from 5th December 2016 onwards on payment of prescribed charges amounting Rs.1,000/-+VAT each for booklet and application form separately.

At present, there are few contractors who are registered as per Registration Rules 1992 & Registration Rules 2015. Even after implementation of Registration Rules 2016, all these contractors registered earlier will also be allowed to participate in bidding procedure of MCGM, till the expiry of validity of their registration. Thereafter they have to get registered as per Registration Rules 2016 only. If desired they may apply for registration as per Registration Rules 2016, even before expiry of their existing registration.

Registration as per rules 1992 will be phased out completely in Dec 2017 and registrations as per rules 2015 will be phased out completely in December 2019. Thereafter, tenders will be invited from the contractors registered as per rules 2016 only and any contractor, whether Civil or M&E, who is not registered as per the new rules, will not be eligible to participate in the bidding procedure of MCGM.

For further details please visit Tender / Manual on MCGM portal on http://portal.mcgm.gov.in

sd/-	sd/-	sd/-
City Engineer	**C.A. (Finance)**	**Director (E. S. & P.)**

Table – I

MINIMUM FINANCIAL REQUIREMENTS FOR CIVIL ENGINEERING DISCIPLINE

(Rs. In Lakhs)

Class	Amounts upto which works can be taken up	Minimum Solvency	Average turnover of work done during last 3 years	Estimated cost of work in hand during current year
I(A)	Without Limit	150	300	450
I(B)	2500			
I(C)	1500			
II	750	75	200	300
III	300	30	90	150
IV	150	15	60	80
IV(A)	90	9	40	60
V	50	5	25	30
V(A)	30	3	15	10
VI	15	2	7.5	10
VII	7	1	1.5	3
VIII	3	0.50	1	1.5
IX	2	0.25	0.5	1

Note: -

1) A Solvency Certificate shall not be accepted for the purpose of registration / renewal / up-gradation more than 12 months after the date on which it was granted. Certificate of Solvency (in Hindi / Marathi /English) shall be obtained from scheduled or Nationalised Bank, in the name of the applicant / Firm / Company only.

2) Turn-over shall be supported with work completion / performance certificate of Civil / M&E works only. In case of works carried out in Private Organization; T.D.S. Certificate (Form No.16/ 26AS) is essential and certificate from Licensed Architect and Chartered Accountant is necessary.

3) Respective amounts mentioned against class shows upper tendering limit of that class, however number of works can be carried out simultaneously will be governed by the bid capacity of the contractor/s.

4) The application for New Registration shall be considered only if the contractor has carried out / is carrying out **at least two sizable works** where the value of work done is in each case is not less than the maximum limits of the category two stages below the category for which he has applied (e.g. Category – III for registration in Category – I and category IV for registration in category II and so on). The weightage shall be given for works carried out for private persons / bodies shall be 100% of the value of work as certified by the Registered Chartered Accountant or Registered Income Tax Practitioner (Format X).

Submission of Tenders

PACKET – A

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

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

a) Valid Registration Certificate.

b) **Valid Bank Solvency** Certificate of Minimum Solvency amount as governed by Registration Rules in force for respective Class of Contractor for this tender work is Rs. **150 Lacs**

c) A document in support of Registration under CGST, SGST and IGST Registration Certificate in Maharashtra /India. Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit CGST, SGST and IGST Registration Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.

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

e) Latest Partnership Deed in case of Partnership Firm duly registered with Chief Accountant (Treasury) of BMC and Registration Certificate with Registrar of Companies in case of Private Ltd/Public Ltd/Semi Govt. & Govt. undertakings.

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

f) The Bidders will have to provide Earnest Money Deposit online through the online Bank getaway on NIC portal of https://mahatenders.gov.in.The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. Bidder shall submit screenshot of receipt of payment of EMD deposit in Packet 'A', failing which bidder shall be treated as non-responsive.

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

h) Receipt of payment of tender fee of Rs. 30,500/- + 18% GST

i) Signed copy of the Minutes of the Pre-Bid Meeting and Corrigendum and Addendum published.

j) Duly filled and signed 'Form of Tender' as published in the Tender.

~~k) Documents to be enclosed for JV Firms along with the tender as per GCC clause no. 3(d) Joint Venture (JV) Firms.~~

NOTE:

- If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- If it is found that the tenderer has not submitted required documents in Packet

"A" then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of **three working days** otherwise they will be treated as non-responsive.

- ~~In case of JV, the lead partner to upload relevant documents both partners in packet A.~~

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 para of Technical Capacity successfully completed during the last 7 years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed Proforma (Proforma-I) shall be supported by the certificate duly self-attested. Documents stating that it has successfully completed during the last 7 years at least one contract of similar work as stated in para of Technical Capacity.

b) Performa I showing qualifying PQ/Eligibility criteria as mentioned in tender and same shall be confirmed by government officer not below the rank of Executive Engineer.

c) 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)

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

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

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

f) 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.

g) Statement showing assessed available Bid Capacity.

h) The undertaking of Rs.500/- stamp paper as per the proforma annexed in 'Annexure

B & C'

i) The undertaking of Rs.500/- stamp paper as per the Annexure A (Irrevocable Undertaking) for compliance of provisions of G. S. T. Act.

j) List of 'Technical Personnel with their qualification working in tenderers establishment (original). [Proforma IV]

k) 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./ 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. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party.

l) Bidders shall submit the undertaking for equipment capability and other undertakings as such on a single Rs.500/- stamp paper along with following documents.

m) The tenderer shall upload work plan as per the following outline:

1. GANTT chart/ PERT/ CPM chart showing the completion of work within prescribed time period, considering major activities.
2. Organizational set up envisaged by the contractors.
3. Plant & equipment proposed to be deployed for this work.
4. Site Offices and Laboratories proposed to be set up.
5. A note on how the whole work will be carried out (work plan including methodology).
6. Quality management plan.
7. All the activities included in the Scope of Work shall be covered in the work
8. Signed copies of all amendment's/corrigendum's if any.
9. Information of Litigation history.

n) The Bidder shall submit MOU as mentioned in PQC as below:-

7) Contractor shall submit the Memorandum of Undertaking (MOU) on Rs.500/- Stamp Paper with the Specialized electrical contractor,

8) Contractor shall submit the Memorandum of Undertaking (MOU) on Rs.500/- Stamp Paper with the Specialized Firefighting contractor

9) Contractor shall submit the Memorandum of Undertaking (MOU) on Rs.500/- Stamp Paper with the Specialized Lift & HVAC contractor

10) The bidder should submit affidavit stating compliance as per tender condition, along with MOU with design architect firm, structural consultant, landscape consultant, EC consultant, AAI lisoning , MEP consultant.

11) Bidders shall submit all undertaking and MOU for equipment capability and others on separate Rs. 500/- stamp paper for each.

o) The bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case of less employees/persons mentioned above then the bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.

p) The bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer as more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the bidder has less employees/persons mentioned above then the bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

q) Bidder shall submit Power Point Presentation in Soft Copy to give detailed presentation of the Engineering, Procurement Plan/Construction Methodology giving all relevant details to BMC/the PMC for Technical Evaluation.

r) The undertaking of Rs.500/- stamp paper offered the best prices for the subject supply/work as per the present market rates and that we have not offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also Proforma annexed at 'Annexure G'

s) The undertaking of Rs.500/- stamp paper in Packet B to obtain all approvals/demarcation/NOC/Permits etc. required for implementing the project from government /Semi government /Service Provider /BMC etc. The cost of the same shall be included in the per sq.mt. BUA (Built up area as defined in this tender) to be quoted by the bidder. All statutory payments to be borne by the bidder.

t) The Electrical / Mechanical work shall be got carried out by the civil contractors through the contractors registered with BMC in Electrical Category in class 'A'. Information about the registered contractors shall be obtained from the office of the Ch.E. (M&E)/ E.E. (Monitoring & Registration Cell). Attested scanned copy of the valid registration certificate in Electrical Category shall be uploaded with the tender along with the undertaking from the registered Electrical Contractor stating his willingness to carry out the tender work.

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

BID SECURITY OR EMD

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centre in BMC Ward Offices.
- Any bid not accompanied by an acceptable Bid Security and not secured as

indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.

- The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- The Bid Security/ EMD and ASD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid as per prevailing practice of NIC portal https://mahatender.gov.in
    - Except successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded automatically. ((as per circular CA/F/Project/ 19 dtd. 04.03.2024)
    - Refund of EMD-

    a) Except successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded automatically.

    b) The Bid security of successful bidder will be discharged when the bidder has signed the agreement and /or furnish the required Security Deposits as elaborated in Standard Bid Document.
- In case, the successful bidder becomes non-responsive or successful bidder withdraw the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.
- *The Bid Security may 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.

The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 Months are re-ported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.

In case of Non submission of curable defects /Non curable defects/shortfall informed, bid will be liable for rejection and Bid offer shall be treated as Non Responsive.

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. GST Certificate

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.

vii Details of Litigation History [As per circular no. MGC/F/6565dtd. 25.09.18(Setting up the parameters of litigation history of the bidder) the litigation history is included as a part of SBD]

viii) Wrong calculation of Bid Capacity As per Hon. AMC's sanction u/no.AMC(P)/6775 dtd. 07.12.2023

ii) Non-curable Defect shall mean

a. In-adequate submission of EMD/ASD amount,

b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender

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

d. Non- Submission of Rate Analysis within 3 days of opening of Packet-C

Shortfalls:-

Maximum 5 shortfalls of curable defects shall be allowed and in case, curable defects are not complied by bidder within given time period, the bidder shall be treated as 'Non-Responsive' & such cases will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 Months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by Registration Cell with due approval of the concerned AMC

1. If the rate analysis submitted by the L1 bidder is not acceptable with recorded reasons, L1 bidder will be treated as non responsive.
2. If the bidder failed to submit the ASD as applicable in the form of Demand draft at least one working day before opening of "Packet C" within office hours to respective Administrative Officer in sealed envelope then the EMD of respective bidders will be forfeited and bid will not be considered. Also the company with their Directors/ partners and other companies with the said directors / partners will be further debarred from any tendering process for the period of at least 2 years.

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

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

PACKET – C

*The bidder shall submit the commercial bid (Packet-C) online by filing complete commercial proposal. All the inputs given on this screen need to be digitally signed.

Note: In case of rebate/premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 bidder. Rate analysis in prescribed format shall be submitted via e-mail/online within 3 working days from the date of communication on email to submit rate analysis, failing which 10% of EMD will be forfeited/ recovered.

The format for rate analysis is annexed at Annexure D. If rate analysis submitted by bidder is found unjustified, offer will be treated as non-responsive and 10% of EMD will be forfeited/ recovered.

Note: *As per Circular Dir./IT/F-59 Dtd. 10.05.2023 Use of e-Procurement System of Gov. of Maharashtra (Mahatender) for all tenders in BMC instead of SAP SRM is made mandatory. Contractor has to follow instruction from website of https://mahatender.gov.in.

Applicant will quote Financial bid in Packet C.

a) Bidder should quote the total project cost.

b) Bidder shall submit separate Bill of Quantities with Abstract for each building / structure by referring following rate schedules as per the format mentioned in Schedule E1.

i. Civil Works: Unified Schedule of Rates for Common and Building Construction Works 2023

ii. Horticulture Works: Unified Schedule of Rates for Horticulture Development, Maintenance, Garden Materials and Tree Preservation & Protection Works 2023

iii. M&E Works: Unified Schedule of Rates for Mechanical and Electrical Department 2023 iv.

iv. Note: All items to be operated will be of minimum Class I (Premium) specification available as given above or available in USOR-2023. If item is not available in USOR-2023, then same should be taken from Schedule rate prevailing in schedule to be used by State PWD/CPWD/ Railway/MES of Class I(Premium) material and specification after due approval by competent authority of BMC.

c) Bidder shall submit Financial Bid as per the format mentioned in Schedule E3 for Proposed Mortuary building on per square meter area basis for Civil works, M & E works including Operation and maintenance of the newly constructed and commissioned works pertaining to –, RWH & M&E service lies with the contractor for a period of Three years of Defect Liability Period. The rates quoted shall be inclusive of all rates and taxes but excluding GST.

d) The tenderer should submit the detail specification as per minimum Class -I/ premium items which are given in the Section which is mandatory to the bidder/ tenderer.

Note:

Definition of Construction Area /Built up area (BUA) i. e. The Built up area (BUA) is defined as the Entire floor Construction area of all floors including, basement, stilts, podiums, habitual floors staircases passages, lobbies, services areas, service floors, balconies, toilet blocks, Overhead water tank internal plan area, Lift Machine area built up area, Staircase Mumpty room built up area, any additional RCC or steel structure (closed from all side) like Security office, chauki, substation, receiving station, Gas Manifold Station, Scrap yard etc., outside the buildings mentioned in this tender, and any tanks, – etc. outside buildings mentioned in this tender, Excluding terraces, Chhajjis, slab projections, cornieses, parapet wall, fins, elevations, M.S.Structure for façade, projections, Structures for Solar P.V. Panels, porch, canopies, Pergollas and Lift wells, Cut outs, any kind of ducts, atriums.

DEFECT LIABILITY PERIOD:-

- The Contractor is expected to carry out the construction work in Workmen like manner so as to meet the requirement and specification for the project. It is expected that the Workmanship and materials will be reasonably fit for the purpose for which they are required.
- Defects or defective work is where standard and quality of workmanship and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which fail short of complying with the express descriptions or requirements of the contract, especially any drawings or specifications with any implied terms and conditions as to its quality, workmanship, Durability, aesthetic, performance or design. Defects in construction projects are attributable to various reasons.
- Some of the defects are structural defects results in cracks or collapse of faulty defective plumbing, inadequate or faulty drainage system, inadequate or faulty ventilation, cooling or heating systems, inadequate fire systems etc. The defects could be various on accounts of different reasons for variety of the projects.
- The Engineering In charge/Project Officer shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work, the Engineering In charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.
- If defective work or workmanship or design have been knowingly covered-up or conceived so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until **discover** actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.

- **The DLP shall be as below:**

Dept	Type of works	DLP
Building Construction works	General works (MEP, Landscaping, Civil Works etc.)	03 years
	Structural works etc.	10 years
	Waterproofing works	10 years
	Electrical/Lift/Fire/FireFighting/Mechanical works	03 years

- Also, in case of defect, the Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at. The Defects Liability Period shall

be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

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

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

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

i. Security Deposit

The security deposit shall mean and comprise of

I. Contract Deposit and

II. Retention Money.

III. Additional Security Deposit ASD

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

II. Retention Money – The contractor shall pay the retention money an amount equal to **Five (5) percent** of the Contract Sum which will be recovered from the contractors every bill and the same shall be refunded after completion of DLP period or finalization of Final bill whichever is later.

III. Additional Security Deposit

The additional security deposit will be applicable when a rebate of more than of 12 % at the rate of with no maximum limit. As per AMC,s sanction u/no. AMC/P/ 6775 dt. 07.12.2023,

The ASD is calculated as follows: -

Sr. No.	Rebate quoted by bidder	ASD Applicable
1	Up to 12 % rebate	No ASD
2	12.01 % to 20% rebate	2% of estimated cost for each percentage & part thereof above 12% rebate
3	20.01% rebate and above	16% + 3% extra for each percentage and part thereof over and above 20% rebate

It is proposed to accept the A.S.D. as applicable from respective bidders in the form of Demand draft, which is to be submitted one (1) day before opening of Packet 'C' before 5.00pm to the Head Clerk (Expenditure) in sealed envelope. If the bidders fail to submit the A.S.D. applicable or submit inadequate A.S.D., in the form of D.D. at least one day before opening of Packet 'C' before 5.00pm then the E.M.D. of the respective bidder will be forfeited/ Recovered.

Further, if A.S.D. is not applicable to the bidder, then the bidder has to submit a **NIL** report in seal envelop to the Head Clerk (Expenditure), one (1) day before opening of Packet 'C' before 5.00pm

IV. Performance Guarantee

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

Offer	PG applicable %
For premium, at par and rebate 0 to 12%	PG= 0.92 % x Contract sum
For rebate of 12.01 % and above	PG= (0.92% x Contract Sum applicable for rebate of 12%) +(X) x Contract Sum where X= percentage rebate quoted more than 12%.

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

The PG shall be paid in form of Demand Draft/B.G. This deposit will be allowed in the form of Demand Draft and shall be paid within 15 days after receipt of Letter of Acceptance. Performance guarantee is applicable over and above the clause of Security Deposit. Performance guarantee will have to be paid and shall be valid till Defect liability period or finalization of Final Bill whichever is later.

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

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

i. Refund of Security Deposit :

The contract deposit in the form two (2) percent of the contract sum in the form of Demand Draft, shall be released after completion of Defect Liability period and after issue of Defect liability certificate, subject to no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the contractor.

ii. Refund of Retention Money

The Retention Money shall be released within 30 days after completion of DLP and after issue of 'Defect Liability Certificate' provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. In the event of different Defect Liability Periods have been specified or become applicable to different sections or parts of the permanent works, the said money will be released within 30 days on expiration of the latest of such Defect Liability periods. Payment of above mentioned is exclusive of the amounts to be withheld as stated in and that amount shall be paid as per conditions stated therein.

iii. Refund of Additional Security Deposit

The refund of additional security deposit shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works.

iv. Refund of Performance Guarantee

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

*Note:

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

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

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

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

Successful tender shall pay the Legal Charges +Stationary charges as per prevailing Legal Dept Circular no. **26206 dt. 31.08.2023. (Copy attached in Circular Section) or as amended up to date.**

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

F. Stamp Duty: (As per prevailing/ 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 Maharashtra Stamp Act 2015, stamp duty is payable for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

(i)	Where the amount or value setforth in such contract does not exceed rupees Ten lakhs	Five Hundred rupees stamp Duty
(ii)	Where it exceeds rupees Ten lakhs	Five Hundred rupees plus one hundred rupees for every 1,00,000/- or part thereof, above rupees ten lakh subject to the maximum of rupees twenty-five lakh stamp duty.
(iii)	B.G.	0.3% stamp duty on original BG/DD as well as 0.3% stamp duty on extension of BG/DD.

Applicable as per circular no. ChE/BM/17800/II dated 07.01.2016

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

As per para 54 read with 40(b) of Maharashtra Stamp Duty Act, Stamp duty at

the rate of 0.3 % is payable on total amount of Bank Guarantee submitted by Tenderer. If the time period of the Bank required to extend then the same shall be considered as new Bank Guarantee and again 0.3% stamp duty shall be applicable.

G. The Bid document includes following Components:

Part-I: GENERAL INFORMATION - Notice for Online Bids, Notice Inviting e-Tender, Information & Instructions for Bidders for e-Tendering and e-tendering online submission process.

Part-II: ELIGIBILITY BID - Brief of Work, Information & Instructions for Bidders, Proformas for Information Regarding Eligibility

Part III: FINANCIAL BID –

Section-A : Schedules, Definitions, Table of Milestone and General Conditions of Contract

Section-B : Scope of Work, Planning & Design, Associate Specialized Agencies

Section-C : Additional Conditions and Minimum Requirements & Specifications for Civil Works (Major Component) Project – KEM Mortuary Building Project Consultant: -M/s Shashank Mehendale & Associates

Section-D : Additional Conditions and Minimum Requirements & Specifications for M&E Works (Minor Component) Section-E: Schedule of Payment, Financial bid

Section-F : Site Information & Drawings

IMPORTANT DIRECTIONS -

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

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

2. Applicants/Bidders shall refer portal.mcgm.gov.in\tenders for "The Manual of Bid-Submission for Percentage Rate/Item Rate / EPC Tender Document." The detail guidelines for creation and submission of bid are available in the referred document.

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

The bidder shall need to submit the additional ASD if applicable within **seven**

(7) days after receipt of notification issued by concerned **office of Dean KEM Hospital** Also, the Performance Guarantee shall be paid in 15 days after receipt of Letter of Acceptance.

- Further, all the provision of GST Act will be applicable to the tender."
- As per MGC/F/7867 dt. 12/10/15 All excavated & surplus material on site will be disposed by transportation or as directed by Site in charge on the cost

of contractor. No additional / separate payment will be done to contractor.

- Tenderer shall obtain NOC from concerned authority for construction and demolition waste generated during the execution under circular no Dy.Ch. Eng./SWM/3957/op dt. 28.09.2018.
- As per circular U/No.MGC/F/6342 dated 5.5.2018 :-

  Barricading shall be provided free of cost as per Circular vide U/No.MGC/F/6342 dated 5.5.2018 and as per Annexure I, II and III of Standard drawings and specifications with slogans and department wise colour codes." The copy of circular is attached to this tender as a part of tender document at pg.189 to 214.
- As per circular MGC/F/6565 dated 25.09.2018 :-

  The bidder shall disclose the Litigation History in Packet 'B' under the heads "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.
- As per circular no. CA/FRT/623 dt 8/10/12 The party of second part shall duly observe & comply with all the provisions of law, rules & regulations referred by government / Municipal Corporation or any other competent authority applicable to the said tender work & the activity being conducted therein. Also, as per the circular CA/FRI/12 dtd. 21/06/12, 1% amount of labourcess will be recovered.

*Note:

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

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

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

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

Successful tender shall pay the Legal Charges +Stationary charges as per Circular no 26206

dated 31.08.2023 (Issued by Law Department) + applicable taxes with effect from 01.09.2023 as shown below

Sr. No.	Contract Cost	Legal + Stationery Charges
1	Rs. 50,000/-	Nil
2	Rs. 50,001/- to Rs. 1,00,00,000/-	0.10% of Contract (round off to next 100) + 18% GST (Minimum Rs. 1000/- + GST and Maximum Rs. 10,000/- + GST)
3	Rs. 1,00,00,000/- to Rs. 10,00,00,000/-	Rs. 10,000/- for contract cost upto Rs. 1,00,00,000/- plus 0.05% of cost above Rs. 1,00,00,000/- (round off to next 100) plus 18 % GST
4	Above Rs. 10,00,00,000/-	Rs. 55,000/- for contract cost upto Rs. 10,00,00,000/- plus 0.01% of cost above Rs. 10,00,00,000/- (round off to next 100) plus 18 % GST

The tenderers are requested to note that stationary charges as given in the table above will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work. Amendments, if any, in the said circular will be made applicable to this tender in toto.

B. Stamp Duty: (As per applicable circular or as amended upto date)

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

i) As per the provision made in Article 53 & 54, schedule 1 of Maharashtra Act- 2015, 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)	SECURITY OR MORTGAGE DEED, where such security bond or mortgage deed is executed by way of security for due execution of an office or to account for money or other property received by virtue thereof or by a surety secure the due performance of a contract or in pursuance of an order of the court or public officer, not being. Otherwise provided for by the Maharashtra court fees Act.	0.5 percent , for the amount secured by such deed subject to the maximum of Ten Lakh Ruppes : Provided that where on an instrument executed by a person for whom person stands surety and execute security bond or mortgage deed , duty has been paid under article 40 , then the duty payable shall be on hundred rupees. Exemptions Bond or other instrument when executed a) by any person for purpose of guaranteeing that the local income derive from private subscription to a charitable dispensary or hospital or any other object of public unity

		shall not less than a specified sum per mensem; b) under the rules made by the state government under section 114 of the Maharashtra irrigation act,1974; c) by taking person advance under the land improvement loan act,1883 or the agricultural loan act, 1884 or by their sureties as security for the repayment of such advance. d) by officers of government of their sureties to secure the execution of an office or due to accounting for money or other property received by virtue thereof.
(b)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
(c)	Where it exceeds rupees ten lakhs	Five hundred rupees plus 0.1% of amount above rupees 10 lakh subject to the maximum of rupees twenty five lakh stamp duty.

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 favour 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.

v) 1% labour cess will be deducted from the Bil as per the circular u/n. FRT/12 dtd.21-06-2012.

The Bid document includes following Components: Part-I: GENERAL INFORMATION - Notice for Online Bids, Notice Inviting e-Tender, Information & Instructions for Bidders for e-Tendering and e-tendering online submission process. Part-II: ELIGIBILITY BID - Brief of Work, Information & Instructions for Bidders, Proformas for Information Regarding Eligibility Part III: FINANCIAL BID –

- Section-A: Schedules, Definitions, Table of Milestone and General Conditions of Contract
- Section-B: Scope of Work, Planning & Design, Associate Specialized Agencies
- Section-C: Additional Conditions and Minimum Requirements & Specifications for Civil Works (Major Component) Project – KEM Mortuary Building Consultant:-M/s Shashank Mehendale & Associates
- Section-D: Additional Conditions and Minimum Requirements & Specifications for M&E Works (Minor Component)

- Section-E: Schedule of Payment, Financial bid Section-F: Site Information & Drawing

IMPORTANT DIRECTIONS

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

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

2.Applicants/Bidders shall refer portal.mcgm.gov.in\tenders for "The Manual of Bid-Submission for Percentage Rate/Item Rate / EPC 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 mentioned below. The subject shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: TENDER "Establishment of the Advanced Forensic Medicine & Non-Invasive Autopsy Centre at KEM Hospital, Mumbai — Con-struction of a Ground + 5 Storey State-of-the-Art Medico-Legal and Mortuary Complex on EPC-Turnkey basis". Any changes in mail ID will be intimated on the portal.

e-mail: hc02.kem@mcgm.gov.in
AE (Civil) KEM hospital : aecivil01.kem@mcgm.gov.in

AE (M & E) KEM hospital : ae02me.kem@mcgm.gov.in

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

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

The bidder shall need to submit the additional ASD if applicable within 15 days after receipt of notification issued by concerned Chief Engineer.

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

SECTION 7

SCOPE OF WORK

Note:-

Bidders shall note that, scope of work and list of items mentioned in the tender is not exhaustive. The same may be altered or amended as per requirement of the site conditions and requirements of the work. The complete work shall be executed as per directions.

The scope shall include as below-

The work is to be executed on ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) Contract, therefore responsibility of Site Survey & Investigations, Planning & Design, Approval of Building Plans from Local Body, Required Statutory Clearances, Construction, Safety, Quality and Risk of Engineering etc. lies with the contractor. The scope of work for this EPC contract is described herein below however same is only indicative and not exhaustive. The EPC contractor shall be responsible for executing all the items required for completing the Buildings with desired Services, Horticulture and Landscaping, Required Modifications in existing Boundary Wall and construction of Gates & Guard Rooms etc. complete in all respects required to make the buildings habitable and suitable for intended functional use. The detailed scope of work are as follows.

The Architectural drawings gives approximate area required as per approved plan. In case the EPC vendor feels that the area requirement can be optimized without compromising any statutory and operational requirement. The bidder should submit the details during interactive session about this.

1. GENERAL:

1.1. The site is situated at KEM Hospital, F/S Ward, Parel, Mumbai-400012. The proposed buildings are to be constructed in available land as per the Approved Plan for Construction of Mortuary Building provided herein this bid document. Soil Investigation Report of proposed site is not available in this bid document. The entire development is to be designed adhering to the local body norms.

1.1.1. Soil Investigation Report and other site details provided herein this bid document are indicative only and accuracy of same is not guaranteed, therefore Contractor has to mandatorily carry out Digital Survey, Geotechnical Investigation and Tree Survey etc. on their own including all the allied preliminary works.

1.1.2. The secant Shore piles of minimum diameter of 600 mm, with Anchors to be provided as per structural and geotechnical design provided of contractor's consultant with veller beams etc. complete, to be provided for shoring in all basements. Such design shall be got approved from Consultant appointed by BMC before execution.

1.2. If Required, The The contractor has to apply for Environmental Clearance.

1.3. The present tender is for Planning, Design, Construction of the structure and Commissioning of utilities and services as per Architectural Drawing attached with this bid document including Shifting of Utilities as per directions, Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps/punmps, Terrace water Tanks, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Internal Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Substation, DG sets, UPS, HVAC System, **Cold Storage Works,** Solar PV Generation System, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, ~~STP Equipment~~ **"** etc. and their integration, making fit for occupation complete in all respects on Engineering, Procurement and Construction (EPC) basis in accordance to the User Requirements, Technical Specifications and standard laid down in the tender document.

1.4. The Brief details of building to be constructed as below:

Sr. No.	Description	Super structure area in Sq.Mt.
1	Removal/Demolition of existing structures.	To be assessed by the bidder before submitting the Bid.
2	Ground floor to 5th floors, Including Terrace and Above terrace Activities Lile OHT, Lift Machine room, Staircase Mumty room, Solar panel, Piping etc to be completed per this tender and possession of same to be handed over to KEM Hospital	To be assessed by the bidder before submitting the Bid. Construction Area = **2,860.00** sq.mt.
	Total Construction Area	**2,860.00** Sq.Mt.
	The area's worked out above are as per the Architectural drawings attached herewith this tender.Including Allied Infrastructural works, M& E works, PHE Works and all allied Utilities & services as mentioned in this tender	

1.5. As per the requirement of end user, the Architectural Drawings of the project have been developed to indicate functional space requirements and attached herewith in this bid document for reference. The contractor will be required to engage an in house consultant or appoint competent Consultants as per eligibility requirement given in this bid document and shall provide detailed Architectural Planning/Design, furniture layout, Landscape Planning, Structural Design, Design of required Services, obtaining mandatory approvals from Local Bodies/ Statutory Authorities required before and during execution of Works & Services and obtaining completion certificate and handing over in accordance with approved layout plan and architectural / structural drawings.

(Note: Design, Providing and Fixing of Interior and loose furniture layout is not part of this tender. Designing, Providing and installation of Mortuary Equipments is not part of this Tender).

1.6. All the Architectural, Structural and Services design/drawings prepared by the consultant appointed by the contractor shall be scrutinized by BMC/Consultant appointed by BMC for sufficiency of functional requirements, compliance with scope of work etc. and issue No Objection Certificate (NOC) and work shall be executed based on these drawings. However, issue of NOC by Engineer-in-charge does not absolve the contractor for accuracy of designs and compliance to applicable regulations/by-laws and sufficiency of functional requirements.

1.7. The Contractor shall obtain all service connections like Water Supply, Sewerage, Drainage, Electric Supply, associate in applying for LAN/WAN, Telephone Lines etc. from the main lines of the respective authorities'/service providers and this shall be deemed to be included in the quoted price.

1.8. Testing, commissioning of all services, fittings and fixtures, equipment's after obtaining local body approval as applicable and handing over the cost of same shall be borne by bidder.

1.9. The statutory payments or fees payable to Government/ Local Body shall be borne by the Contractor. Similarly, for M&E works all the statutory payments or fees shall be borne by the Contractor.

1.10. The Contractor shall prepare and submit all as Built Drawings of buildings & services and other related documents both in hard copy and the soft copy after completion.

1.11. The Contractor shall obtain Occupation Certificate from local body and hand over the completed project in habitable state from all perspective to the BMC.

1.12. All works have to be executed as per Approved Drawings, User requirements & Technical Specifications provided in the bid document, BMC Specifications and National Building Codes 2016, (in case of difference if any, stringent / higher specification of the two shall be followed. In absence of BMC Specification, IS Codes, MoRTH Specifications, National Building Code 2016, Sound Engineering Practices and other standard specifications suitable for modern office building and latest technology shall be adopted as per order of precedence defined in the contract.

1.13. The scope of works & specification given in the bid document are general but not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the work. The work shall be carried in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/ or described in the specifications, provided that the same can be reasonably inferred there from.

1.14. There may be several incidental works, which are not mentioned in the contract document/specifications but will be necessary to complete the item in all respect. All these incidental works/ costs which are not mentioned but are necessary to complete the work shall be deemed to have been included in the overall amount quoted by the contractor for various components of work. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation/change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) as per directions of the Engineer-in-charge. **Nothing extra shall be payable on this account**.

1.15. **In case, some of descriptions are missing in the scope of work or specifications in the bidding documents shall be executed as given in the** BMC Specifications, NBC-2016, IS Codes or according to sound engineering practices so as to make the building including related services fully functional. No claim what so ever may be entertained at later stage. All cost of providing and making buildings with services, landscape and horticulture works fully complete in all aspect unless specifically mentioned in the contract document and making buildings with services fully functional are included in the cost tendered for this work.

1.16. It shall be deemed that the Contractor has satisfied himself with the nature and location of the work, general and local conditions and particularly those pertaining to transport including restriction of movement of traffic/ vehicles etc., handling, availability and storage of materials, availability of labour, weather conditions at site and general ground/sub soil conditions. Agencies are expected to quote their rates accordingly and nothing extra shall be payable for any reason/s whatsoever it may be. BMC shall bear no responsibility for the lack of such knowledge and also the consequences thereof to the contractor. The information and site data shown in the drawings and mentioned in the tender documents are furnished for general information and guidance only. The Engineer-in-Charge in no case shall be held responsible for the accuracy thereof or/and deductions, interpretations or conclusions drawn there from by the contractor and no claim shall be entertained whatsoever on this account; if the site conditions/information is different or otherwise incorrect.

1.17. It will be presumed that the contractor has satisfied himself for all possible contingencies, situations, bottlenecks and acts of coordination which may be required between the different associate agencies by the main contractor.

2. TECHNOLOGY ADOPTION

2.1. The construction methodology/ technology should be based on RCC Building/ technology using system form, following New & Emerging Technologies under **"Cast-in Situ Structural Systems"** shall only be adopted by the Contractor in construction of the proposed buildings:

(i) 'Tunnel form' construction technology, a cast-in-situ RCC system, based on the use of high-precision, re-usable, room-sized, steel forms or moulds for monolithic concrete construction.

(ii) Monolithic Concrete Construction system using Aluminium formwork.

(iii) Monolithic Concrete Construction system using Plastic Aluminium formwork.

(iv) RCC framed structure system using steel formwork.

2.2. However, the National Disaster Management Act (NDMA) Guidelines on safety prohibits adoption of following construction Technologies:

Flat slab, (ii) Pre-stressed floor systems, (iii) Pre-Cast construction, (iv) Pre-Engineered structures, (v) Large Cantilevers, (vi) Large spans and (vii) Unreinforced masonry structural systems" for construction of new Hospital Buildings.

2.3. The bidder shall submit all the construction methodology. Building constructed using this technology should have life more than or at least 50 years for RCC buildings, as per interpretation from IS code 456, IS code 875 and IS code 1893.

2.4. In case if the bidder wants to show the construction methodology/ technology adopted by him for their ongoing /completed projects, he shall have to arrange site visit of the BMC Engineer in charge & his staff at his cost. The decision of BMC authority in this regard shall be final and binding to the Bidder. The bidder shall have to submit all the approvals certificates from the relevant appropriate authorities with respect to proposed methodology/ technology.

2.5. At least THREE no of set of Formwork for each WING/ Each Building shall be maintained by Contractor.

3. SITE SURVEY & INVESTIGATIONS

3.1. Site Plan and Soil Investigation Report and other site details provided herein this bid document are indicative only and accuracy of same is not guaranteed, therefore Contractor has to mandatorily carry out Digital Survey, Geotechnical Investigation and Tree Survey etc. on their own including all the allied preliminary works. If required, contractor shall also carry out other surveys, required for the execution of the Works/Services.

4. TREE AUTHORITY APPROVALS

4.1. The contractor shall carry out survey, identification, numbering, taking photographs and marking of trees on lay out plan and submission to Tree authority with other required documents and obtain statutory approval of Tree authority for cutting/ transplantation of required nos. of trees. Any fee payable to tree authority for issue of tree cutting permission shall be borne by contractor.

4.2. The Contractor shall carry out cutting/transplantation of required nos. of trees as per requirement of tree cutting permission issued by Tree Authority. The tree cutting/ transplantation work shall be carried out as per the statutory approval of Tree authority. Quoted price shall include cost of required tree cutting/transplantation as & where required or may be directed by Tree Authority.

4.3. The contractor shall also carry out the compensatory plantation in lieu of felled trees as per requirement of tree authority and maintain these trees/plants at the location/site provided / designated by user department and approved by tree authority until completion and handing over of the project to the client in all respects.

5. DEMOLITION/ DISMANTLING OF BUILDINGS/STRUCTURE & SHIFTING OF UTILITIES

5.1. Scope of work includes Demolition and dismantling of buildings/structure if any, in the project site area as per requirement including shifting of utility lines e.g. Electrical cables, Sewerage/Drainage System, water supply lines, OFC/Data cables, Pressured GAS supply lies etc. with permission and satisfaction of the concerned authorities owning these/such utilities. Quoted price shall include cost of required demolition and shifting & re-commissioning of utilities and all services etc.

6. PLANNING & DESIGN

6.1. The contractor shall engage an in house consultant or appoint a Consultancy Firm which shall provide Comprehensive Consultancy Services in Project Conceptualization covering space utilization, functional relations, preparation of Plan including obtaining its Statutory and Local Bodies Approvals, Detailed Architectural Drawings, Detailed Structural Analysis & Design, Designing and Detailing of all Services, their Drawings, External Development Works, Landscaping, etc. Consultant shall prepare and supply all the coordinated, good for construction drawings duly proof checked and approved. The Consultant shall be associated till completion of the project and obtain completion certificate from the concerned local body.

6.2. A 3D Physical model of the building complex in 1:150 or other suitable scale is to be planned and prepared by the contractor within 90 days from award of work and this model would be displayed at site office. This model shall become the property of Government of India. The agency shall prepare and submit additional 3D Physical Model of the Layout and Buildings on suitable scale as per requirement of local bodies/Engineer-in-charge. Rates quoted by the contractor are inclusive of such models.

6.3. Preparation of complete Structural Design / Drawings for Foundations, Superstructure and other Structures to be provided/constructed within works area, as per the provision contained in IS Codes/NBC-2016 (With All Amendments up to Date of completion of Project) taking into consideration the protection against Seismic Forces required for Earthquake Resistant Structures. The Structural design and Drawings shall be got approved from the Consultant appointed by BMC for examination of design and advising Engineer-in-Charge before start of construction. (Proof Checking clause in section B2 in this tender is also scope of work in Structural Design)

6.4. Any change, modification/revision in design/drawing required to be done by BMC, CFO, Local Bodies, Proof Consultants etc. will have to be done by the contractor as per applicable standards and nothing extra shall be payable. The decision of the Engineer-in-charge in the matter shall be final and binding. No claim whatsoever will be entertained on this account.

6.5. Planning & designing of all Internal Services like Internal Water Supply, Sanitary Installations and drainage, Development works like UG Sumps, Terrace water Tanks, Sewage Treatment Plant, Effluent Treatment Plant, Rain Water Harvesting System, Internal Roads, Pathways, Parking facilities, Filtered and Unfiltered Water Supply Lines, Storm Water Drains, External Sewerage System, Service Trenches, landscaping Horticulture works, Internal Electrical Installations, Fire Alarm System, Firefighting system, Lifts, Sub-station, DG sets, UPS, HVAC System, **Cold Storage Works**, Solar PV Generation System, Solar water Heating System, CCTV, LAN, IP based EPABX System, Audio Visual System, ~~STP Equipment~~, other required Services, signage's and their integration complete for the Buildings planned to include all its fittings, fixtures, testing etc. complete is part of this tender and in the EPC contractors scope.

6.6. Planning & designing of all external services like Water Supply, Rain Water Harvesting Systems, System for Recycling of Waste Water, Sewerage, Drainage System, Roads, Paths and all connected Sub-structures and Superstructures within the premises, as per bye-laws and norms of the local bodies including making connections with the pe-

ripheral services after getting the services design approved from the Local Bodies / Central Ground Water Authority. Department's role shall be limited only to sign the application / drawings / documents for submission to the local bodies in the capacity of the owner for approval. In case of Water Supply, Sewerage and Drainage, the cost of getting the scheme approved from service provider is included in the Scope of Work. The cost of connection of water supply lines/sewer lines from peripheral connection point/outfall sewer for the buildings proposed in Phase-I &II shall also be borne by the Contractor apart from internal and external water supply/sewerage lines to be laid to make the system of water supply and sewerage functional/complete. However, infrastructure charges, if levied by the service provider towards cost of laying of their peripheral services shall be borne by the EPC contractor. The cost of deficiency charges and rectifications of any defect at the end of the job is also to be borne by the EPC contractor.

6.7. Planning and shop drawings for Construction/Installation of, underground Reservoirs, Pump Houses for Water Supply, for Fire-fighting Tanks including installation of Pumps, Standby Pumps as per approved drawings/specifications or as directed by Engineer-in-charge.

6.8. Planning, designing and execution of the Rain Water Harvesting System for recharging the sub-soil water including laying of pipe lines and construction of substructure / superstructures. The designs, system shall be for minimum 100 mm per hr. intensity of rainfall and shall be got approved from the Engineer-in-charge.

6.9. Preparation of Landscaping Plan including Parks/Lawns, Planters and other details etc. for the Horticulture works and execution of same including providing unfiltered/recycled water supply lines, construction of pump houses and installation of pumps therein etc. complete will be responsibility of the EPC contractor. (Note: The MOEF and Tree Authority guidelines and approvals shall be binding on EPC contractor for planning Landscaping, Tree plantation and Tree transplantation)

6.10. If required Planning and design of Cement Concrete Pavement/ Roads, Paths, Signage, Parks/Lawns, Water Hydrants, Grassing, Creepers and Planting Trees etc. shall be completed as per the specification and drawing approved by the Engineer-in-charge.

6.11. Planning, design and construction of Boundary Wall, Railings, Grill/Concertina Coil Fence, Main Gates and wicket Gates, Boom Barriers other required Security Installations all complete as per the approved drawings and direction of Engineer-in- charge.

6.12. Obtaining all mandatory approvals from Local Bodies/Municipal Corporation, State Environment Impact Assessment (SEIA) Clearance from Ministry of Environment Forest NOC and Tree Cutting Permissions, NOC from Fire Department, NOC from Airport Authority of India, BEST any other Statutory/Licensing Authority Approvals etc. required for commencing the work, execution of Work & Services and handing over /occupation of the Buildings is included in the scope of planning work. Department's role shall be limited only to sign the application / drawings / documents for submission to the Authorities/Local Bodies in the capacity of the owner for approval. Charges if levied by relevant authority shall be borne by the contractor.

6.13. The Architectural plans and Conceptual drawings of services attached with tender documents are only indicative & conceptual in nature. Bidders must assess & evaluate the same before bidding and quote the rates accordingly. Any aspects left out in the drawings to meet the requisite criteria, NBC 2016 regulations (With All Amendments up to Date of completion of Project), BMC Manual on Accessible Built Environment, Harmonized Guidelines and Space Standards for Barrier Free Built Environment for Persons with Disability and Elderly Persons issued by Ministry of Urban Development, Govt. Of India etc. have to be incorporated by the successful bidder during execution within the same cost as quoted. This shall not be considered as "Enhancement in scope" and NOTHING EXTRA SHALL BE paid in this regard.

7. BUILDING PORTION

7.1. The Construction of Proposed Building shall be executed according to the specifications and standards, particular specifications prescribed in this tender document.

7.2. Finishes, Doors, Windows, Fittings and fixtures shall be as prescribed in Minimum Requirement & Specifications provided in this bid document.

7.3. In general, the work shall be executed as per BMC specifications 2023, IS Codes/NBC-2016 amended up to date, standard and sound engineering practice.

8. WATER SUPPLY & SANITARY WORKS

8.1. The scope of work shall be detailed Designing/preparation of Shop drawings and its approval. Construction, Installation, Testing and Commissioning of services and obtaining Statutory Approval and Connection from local body.

8.2. Integration of detailed shop drawings with Civil/Structural details and M&E services.

8.3. Work shall be executed according to the specifications and standards, particular specifications prescribed in this tender document.

8.4. In general, the work shall be executed as per BMC specifications, NBC-2016 (With All Amendments up to Date of completion of Project) and standard and sound engineering practice.

8.5. Contractor shall liaison and obtain water supply connection from Municipal Corporation. The contractor shall execute all necessary piping etc. to bring the water supply to the underground sump.

8.6. The statutory payments or fees payable to Government/ Local Body shall be borne by the Contractor. The contractor shall make payment to local body after taking prior permission from the Engineer in charge.

8.7. Fittings and fixtures shall be as prescribed in this tender document.

9. EXTERNAL WATER SUPPLY & SEWERAGE, STORM WATER DRAINAGE SYSTEM, RAIN WATER HARVESTING SYSTEM

9.1. The scope of work shall be detailed Designing/ preparation of Shop drawings and its approval. Construction, Installation, Testing and Commissioning of services and obtaining Statutory Approval and Connection from local body.

9.2. Integration of detailed shop drawings with Civil/Structural details and M&E services.

9.3. Designing and execution of the roof top rain water harvesting system for recharging the sub-soil water including laying of pipe lines and construction of substructure/ superstructures.

9.4. Work shall be executed according to the specifications and standards, particular specifications prescribed in this tender document.

9.5. In general, the work shall be executed as per BMC specifications 2023, NBC-2016 and standard and sound engineering practice.

9.6. Contractor shall obtain sewer, storm-water drainage connection from service provider. The contractor shall execute all necessary piping, drains etc. to discharge the effluent to municipal sewer, storm water drains.

9.7. The statutory payments or fees payable to all Government departments and Local Body shall be borne by the Contractor.

9.8. Combined soil and waste water shall be conveyed by gravity through a network of pipes and manholes into the Municipal drawin or Hospital's STP/ETP.

10. SITE DEVELOPMENT

10.1. Scope of Work includes construction of internal Roads, Pathways, Kerbs, parking space etc. including connecting with the external road network as per lay out plan approved by the local body and minimum specifications and standards, particular specifications prescribed in this tender document.

10.2. The entire plot shall be levelled according to formation levels by cutting or filling wherever necessary and supply & filling earth to achieve desired formation levels.

10.3. Terracing wherever necessary by providing retaining walls, toe walls, necessary steps etc. is also included in the scope of work, Although the site under reference is fairly levelled.

11. SCOPE OF M&E WORKS:

11.1. The scope of M&E works includes M&E Services along with Mortuary related Services to be planned & executed as per the guidelines of latest NBC 2016 (With All Amendments up to Date of completion of Project), BMC Specifications, IS Code, ASHRAE, NEC 2023 etc. amended up to date. Planning/Design, Supply, Installation, Testing and commissioning of utilities and all services including handing over the following M&E installation:

(i) Substation consisting of RMUs, HT Panels, HT Cables, Ester Oil Type Transformers, LT Panels including APFC Panels, Active Harmonic Filters etc.

(ii) Diesel based Generator Sets including Generator Sync. Panels, AMF Panels, Smoke Exhaust Pipes with supporting structure, Day Fuel tanks, underground fuel storage tanks, etc.

(iii) UPS System with VRLA batteries for all areas (along with Battery monitoring system), ELV Services, Emergency Lighting & UPS Power Load and other critical Requirements

(iv) LT cabling works.

(v) Fire-fighting (wet riser with sprinklers) system for complete building.

(vi) Fire Alarm System with smoke detection &, Public Address (PA) System.

~~(vii) Boom Barriers~~**. Deleted**

(viii) Internal Electrical Installations

(ix) Audio-Video System

(x) CCTV System for Mortuary Building including Lift, common areas, entrance, etc.

(xi) Lifts for passengers & goods transport

(xii) Pressurized Mechanical Ventilation System for Mortuary related floors, ~~staircase shafts, Lift Shafts, Lift Lobbies~~ etc. where required as per NBC 2016 (With All Amendments up to Date of completion of Project) and local bylaws.

(xiii) Earthing System including lightning protection system.

(xiv) Street Lightings including landscape lighting

(xv) Lighting Automation system, occupancy sensors, etc.

~~(xvi) Sewerage Treatment Plant (STP) based on MBBR Technology & ETP~~ **: Deleted**

(xvii) Water Supply Pumps.

(xviii) Grid Connected Solar Power generation plant at terrace of 125 kWp

(xix) IP Based EPABX, LAN & Networking System for the building

(xx) Fire rates access doors/shutters for service areas/electrical shaft/DB, etc. as per NBC/Fire safety norms/local byelaws

(xxi) Provision for Data Cabling, TV CABLING & HDMI points to be kept for all cabins, conference/ meeting rooms/ flats

(xxii) The distribution panel should comprise of 3 parallel paths for Essential, Non Essential & UPS power supply.

(xxiii) Internal & External LED lighting with automation to be provided and complete design of fixtures shall be approved based on the dialux report submitted by the OEM of Fittings.

Above services are further described as below:

- Electrical system: This is specialized work which should be got executed through specialized agency selected through the qualifying criteria laid down in the tender for nominated specialized agency. All HT/LT work should be executed based on the scope envisaged in the tender documents as per relevant IS and through approved vendors. The agency shall be duly registered with BMC in M&E category Class A.

- LV Works: This is again a very specialized work which includes the work of CCTV, PA system, Internet and Telephone networking, access control etc. should be executed through nominated specialized agencies. Contractor should obtain approval of work procedure & methodology by Consultant/ Engineer-in-Charge. The specialized agency to be appointed shall be duly registered with BMC and should conform to the qualifying criteria enumerated in the tender. The agency should be responsible for the design and should submit its shop drawings and get the approval through Consultant / Engineer in charge of BMC.

- HVAC Works: This is being a highly specialized work need to follow relevant international and ASHRAE standards for designing of the systems. This work should be got executed through specialized agency duly registered contractor with BMC / Govt./Semi Govt./Public Sector undertaking and should conform to the qualifying criteria enumerated in the tender. The agency should be responsible for the design and should submit its shop drawings and get the approval through Architect consultant /HVAC Consultant/Engineer-in-Charge of BMC.

- Fire Fighting Works: This is again a highly specialized work. This work should be got executed through specialized agency. The contractor/ specialized agency should obtain approval of work procedure & methodology by Architect consultant /Structural Engineer/ Engineer-in-Charge and duly registered with BMC. The agency should carry out the fire fighting works as per CFO's NOC & Tariff Advisory Committee recommendations/NBC norms. The agency should get final NOC from CFO. The agency shall be approved agency and shall have registration of Directorate of Maharashtra Fire Services to execute the work.

- Elevators/Escalators Systems: All elevators and its scope envisaged in the tender should be got executed through reputed elevator company duly approved by Architectural Consultant/Engineer-in-Charge from the approved makes mentioned in the USOR 2023. The agency shall submit the shop drawings for approval and other requirements necessary for the operation of lifts. The nominated approved specialized agency should be responsible in seeking license from P.W.D. for installation permission & operating the lifts.

12. INSTALLATIONS OF CCTVs AT SITE DURING CONSTRUCTION

12.1. Contractor has to install the adequate Nos of CCTV cameras at site during execution in order to provide feed of the various construction activities to be accessible by senior officers of BMC.

12.2. The Contractor shall hand over the assets after completion of work with as built drawings, services route plans, Maintenance manuals, Warrantees / Guarantees or any other document required by the Engineer-in-charge for maintaining these establishments. Scope of work also includes operation of buildings and all services constructed under this contract of all civil, electrical, and mechanical services executed through this contract for a period of Three years, commencing immediately after record of completion for construction work.

12.3. Taking all precautionary & safety measures to safeguard against any accidents for the contractor's employees, labour and staff of BMC by providing all necessary safety equipment, helmets etc. at work site.

12.4. The installation of CCTV system of latest configuration/technology **for surveillance of the entire premises after completion of the work** falls under scope of the contractors.

13. PROJECT MONITORING

13.1. The contractor shall prepare the phase wise (monthly) resource chart (materials, manpower and machinery) based on the project execution schedule for EPC projects.

13.2. The contractor shall submit the photographs and videos of progress of work on fortnightly basis to make it possible to create a short film of the entire execution of the work to be kept in archive.

13.3. Contractor shall submit a detailed Monthly progress report to the Engineer-in-charge by 5th of every month.

13.4. The contractor shall stick to the construction schedule, if there is any hindrance or delay due to any reason the same shall be mitigated through engaging extra manpower, material and machinery.

13.5. Coordination meeting with participation of consultant(s), client representatives and BMC shall be called fortnightly for better coordination at site.

14. SITE OFFICE FACILITATION

14.1. The contractor shall construct and maintain one site office (semi-permanent structure) with modern outlook for use by Engineer-in-charge and his staff consisting of at least 3 Rooms with common toilet having built up area not less than 250 Sqm for BMC officers & staff. A Conference Room of capacity around 12 persons with attached toilet to be also constructed. The location and plan shall be got approved from Engineer-in-Charge. Specification for the site office shall be suitable for running an office which shall be got approved from Engineer-in-charge. The Contractor shall provide a typical plan of site office & conference room (having light fixtures, wiring &, ACs etc.) with specification within 15 days of award of work and shall construct after approval of Engineer-in- Charge. All running cost & charges (including two office attendants, two data entry operators, AMC, internet & Wi-Fi facilities, etc.) for office including electricity bill, water supply bills, RO/drinking water bills etc. shall be provided and cost shall be borne by the contractor. This site office shall be dismantled by the contractor after construction work and operation period is completed and the malba/ rubbish shall be removed, and area shall be cleaned and developed by the contractor OR shall be handed over to BMC/Client as it is after completion of operation & maintenance period for which neither any extra payment nor any deduction shall be made from contractor's bill. In case of non-providing of the site office as mentioned within 60 days of award of work, a recovery of Rs. 1,00,000/- per Month will be made from

running and/or final bills of the work.

14.2. The contractor shall provide the following furniture (new) for use of BMC staff at site office.

Sr. No.	Articles	Quantity
1.	Executive Table (wooden) with side & back racks	3 Nos.
2.	Executive Chair	4 Nos.
3	Office Tables	6 Nos.
4.	Office Chairs	19 Nos.
5.	Visitors Chairs (C3)	26 Nos.
6.	Steel Almirah	6 Nos.
7.	Conference Table (for 20 Seats)	1 No.
8.	Air conditioners 1.5 / 2 TR capacity as per cooling requirement	6 Nos.
9.	Projector System or Digital display (Android TV with Wi-Fi connection & Cast feature) (minimum 75") arrangement i/c computer/laptop & sound system	1 Set
10.	All-in-one Desktop Computers, Min 21" Screen size, Core i7, 10th generation with 16GB RAM with all accessories & software	5 Nos.
11.	Laptops with Min 14.5" 2.8K 120Hz OLED Nano Edge Display", 13th generation Core i9 processor and 2TB SSD storage, 16Gb RAM with 32GB SODIMM	3 Nos.
12.	Digital Laser Printer cum Photocopier for A3 and A4 size Printing & ADF	1 No.
13.	Ink Tank All-in-one Colour Printers for A3 size	2 No.
14.	Ink Tank All-in-one Colour Printers for A4 size	4 No.
15.	Detectors (Metal, water, electrical lines etc. to identify Underground services)	2 No.

Note: Based on the conceptual layout plan of site office, the minimum requirement of furniture/equipment as above have been derived however the requirement may vary as per no. of site staff deployed and contractor shall establish the site office with furniture/equipment as per requirement to the satisfaction of Engineer-in-Charge.

15. Providing and maintaining Vehicle for the Project Work

15.1. The work covers providing and maintaining minimum 2 no. of Air Conditioned, Hard Top Passenger Cars and /or Hard Top Jeeps for use by the BMC Engineers. The vehicles shall be provided day and night, as and when required by the Engineer, for the use of official work relevant to this project, which shall include the door step drop facility to residence place of BMC staff working beyond office hours. All the necessary taxes for operating the vehicles shall be fully paid and all necessary papers shall be provided as required by prevailing Motor Vehicles Act with comprehensive insurance cover for the vehicles. The Contractor shall also make available drivers having valid

license at such times and for such duration as instructed by the Engineer.

15.2. The vehicles shall be maintained in a smooth running condition. All expenses required for keeping the vehicles in smooth running condition such as fuel, lubrication oil and other consumables, necessary service and maintenance, drivers, repairs and replacement etc. are to be met by the by the Contractor, for which no separate payment will be made by the Contractor, for which no separate payment will be made. In case of non-providing of the vehicle(s) as mentioned above, a recovery of Rs. 5000 day/per vehicle will be made from running and/or final bills of the work.

16. For transportation of excavated material, no vehicular tracking system will be insisted since the item of transportation will not be paid by BMC.

17. SITE LABORATORIES FACILITATION

17.1. List of Testing equipment's to be provided by the contractor at Site Lab:

Equipment for conducting necessary Tests (**as per BMC Specifications**) shall be provided and installed at site in the well-furnished Site Laboratory by the contractor at his own cost. The following laboratory equipment should be in general or as and when required be set up at site laboratory:

No.	**EQUIPMENT**	**Nos.**
1	100MT Compression Testing Machine, Electrical-cum-Manually Operated)	1
2	Slump Cone, Steel Plate, Tamping Rod, Steel Scale, Scoop	1 Set
3	Megger & Earth Resistance Tester	1
4	Pumps and Pressure Gauges for Hydraulic Testing of Pressure Pipes	1
5	Electronic Weighing Scale Platform Type 100 Kg Capacity	1
6	Sets of Sieves of 450mm Internal dia for Coarse Aggregate [100mm, 80mm,63 mm, 50 mm, 40mm, 25 mm, 20mm; 12.5mm,10mm, 6.3 mm, 4.75 mm complete with Lid and Pan]	1 set
7	Sets of Sieves of 200 mm Internal dia for Fine Aggregate [4.75mm; 2.36 mm;1.18 mm; 600 microns, 425 micron, 300 microns, 212 microns, 150 microns,90 microns, 75 microns with Lid and Pan]	1 set
8	Sieve Brushes and Sieve Shaker capable of 200 mm and 300 mm dia Sieves,Manually Operated with Timing Switch Assembly	1 set
9	Cube Moulds size 150mm x 150mm x 150mm	18
10	Cube moulds size 70mm x 70mm x 70mm	12
11	Ultrasonic Test Equipment (for Concrete)	1
12	Ovens-electrically operated, thermostatically controlled up to 110c - sensitivity-1c.	1
13	Electronic Balance 7kg to 10kg – Accuracy 10 gm	1
14	Electronic Balance 500g – Accuracy 1 gm	1
15	Pan Balance weight up to 5 kg – Accuracy 10 gm	1
16	Digital Thermometer up to 150^{o}C	2

No.	**EQUIPMENT**	**Nos.**
17	Measuring Jars 100ml, 200ml, 500ml	2 Each size
18	Gauging Trowels 100mm & 200mm with wooden Handle	2 Each size
19	Spatula 100mm & 200mm with long blade wooden handle	12 Each size
20	Digital Vernier Callipers 12" or 6" size	1 Each size
21	Digital PH meter least count 0.01mm	1
22	Digital Micrometer Least Count. 0.01mm	2
23	Digital Paint thickness meter for Steel 500 microns range (Dry film thickness)	2
24	Enamel tray (for efflorescence test for bricks)- 300x250x40mm	2
25	Enamel tray (Circular plates of 200 mm dia)	2
26	Electric Motor mixer 0.25 cum capacity	2
27	Digital Rebound Hammer Test - Digital Rebound Hammer	2
28	Digital Screw Gauge 0.1mm-10mm, least count 0.05	2
29	Water Testing Kit	2
30	Motorized Sieve Shaker	2
31	Pruning Rods 2 Kg weight length 40 cm and Ramming face 25 mm2	2
32	Extra Bottom Plates for 15 cm Cube Mould	12
33	Standard Vibration Table for Gauging the Cubes	2
34	Pocket Concrete Penetrometer 0 to 50kg/ sq.cm	2
35	Concrete Temperature measuring Thermometer with Brass Protection Sheath 0- 100 °C	2
36	Mortar Cube Vibrator	2
37	Counter Scale capacity 1 kg and 10 kg	2
38	Iron Weight of 5 kg, 2 kg, 1 kg, 500 gm, 20 gm, 100 gm	2 Each
39	Brass Weight of 50 gm, 2 gm, 10 gm, 5 gm, 2 gm, 1 gm	2 Each
40	Measuring Cylinder TPX or Poly propylene capacity 100 ml, 500 ml, 250 ml, 100 ml	2 Each
41	Pyrex, corning or Borosil beakers with cover capacity 500 ml, 20 ml, 50 ml	2 Each
42	Wash Bottles Capacity 500 ml	4
43	Measuring Tape (5, 10, 30 metre)	4 Each
44	Depth Gauge	2
45	Moisture meter for timber	2
46	Straight edge	2
47	Wire gauge (circular type) disc	2
48	Any other Equipment for Site Tests as outlined in BIS codes and as directed by the Engineer-in-charge.	-

17.2. All the test records shall be maintained in the site office and made available as and when required. The laboratory must be established within 60 days from the date of receipt of the Work order from Client. On failure to do so, a penalty of Rs 5000/- per day shall be imposed. The contractor shall install testing equipment at site. The contractor shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order throughout the period of construction. The contractor shall also provide necessary technically qualified experienced trained staff for carrying out such tests for using such equipment. The tests shall be carried out under the supervision of the Engineer-in-charge. The calibration shall be checked every twelve months as directed by Engineer-in-charge.

18. Operation and Maintenance services:

18.1. The successful bidder shall have to carry out Operation and maintenance of the newly constructed and commissioned works pertaining to –, RWH & M&E service lies with the contractor for a period of Three years of Defect Liability Period by deploying necessary required skilled/ semi-skilled/ unskilled personnel. During this period necessary training for Operation and maintenance of the newly constructed and commissioned works pertaining to –, RWH & M&E service shall be imparted to BMC staff as per the requirement of User Dept. at free of cost. Operation & Maintenance period shall start from the completion/ commissioning of utilities and all services & handing over the respective Building whichever is later and will be for a period of Three years. During this DLP period water and Electric power will be supplied free of cost by BMC. Successful tenderer shall submit a free maintenance guarantee on Rs. 500/- stamp paper for above works including any manufacturing defects / faulty workmanship.

18.2. This is to bear in mind that, during defects liability period, apart from the main contractor/ ~~lead JV member~~, the nominated sub-contractor who installs the M&E services & system including ~~STP/ETP~~/RWH, will also be jointly and severally responsible for running & maintaining the system. Hence, it is mandatory up to the nominated subcontractor to enter into a agreement with main bidder on Rs.500/- stamp paper duly registered.

18.3. Minimum operational staff to be deployed for MEP Services, during DLP and CSMC period and recoveries

CSMC staff: -

Designation	Shift- I	Shift - II	Shift- III	Total
Electrical Engineer	1	-	-	1
Electrician/ Operator	1	1	1	3
Helper	2	2	2	6
Facility Manager	1	-	-	1
Supervisor	1	1	1	3
Grand Total	_____			

Note:- Rate of recovery in case of absentisum of the staff is stipulated at following rates:-

Sr. No	Designation	Rate of Recovery
1	Electrical Engineer	Rs.1500/- per day
2	Electrician/ Operator	Rs.1000/- per day
3	Helper	Rs. 700/- per day
4	Facility Manager	Rs.1200/- per day
5	Supervisor	Rs.1000/- per day

According to the above proposed construction the scope of work in this tender is categorized as (a) Pre tender activities (b) Execution and (c) Completion (with Occupation certificate) and handing over & shifting which are elaborated as under

1. Obtaining entire NOCs, Remarks, approvals, as the case may be, from all requisite Authorities, implementation of the requirements of the Authorities as mentioned therein and obtaining completion or commissioning certificate from the said Authorities as per the procedure.
2. Removal of non-required constructed part of the building **/ Shed** including redundant structure etc. or as per requirement of further construction work/ site condition, Shifting of utilities as directed.
3. Construction of building comprises of-
4. Landscape development
    1. Installation of MEP equipment, AHU, HVAC, CCTV, Lift-Machinery, Solar Panel installation and fire-fighting equipment
    2. Integrated Building Management system (IBMS).
5. Providing and commissioning all utilities (Underground and above ground and from sky), as directed by authorities, required for the entire premises as described above.
6. Obtaining NOC/completions including Occupation Certificate for the work and handing over & shifting.

The brief scope of various components of work is elaborated below with details:

1. Removal of part of the existing Structure and Services on the Site:

    At present there is shed and other equipmets are kept / erected on the proposed site. While constructing the proposed structure the existing structure require to be removed including shifting of utility lines e.g. Electrical cables, Sewerage/ Drainage System, water supply lines, OFC/Data cables, Pressured GAS supply lies etc. with permission and satisfaction of the concerned authorities owning these/such utilities. Quoted price shall include cost of required removal/demolition and shifting of utilities etc.

2. Civil work.:

The building as mentioned above needed to be developed as per present norms, with all plumbing, waterproofing, painting and furnishing the floors with Best wood Interiors. The PMC mentioned specifications, adoptable methodologies and preferred make of material in Scope of work of contract documents.

3. Mechanical, Electrical, Heating Ventilation &Air conditioning work and Fire-Fighting installations:

   The contract consisting of installation of Mechanical, Electrical, Heating Ventilation &Air conditioning work and Fire-Fighting installations in entire building. The specifications, methodologies and proffered make of equipment are mentioned in Scope of work of contract documents.

4. Access control, Integration building Management system:

   The contract consisting of installation of Access control, Integration building Management system for entire building. The specifications, methodologies and preferred make of equipment are mentioned in Scope of work of contract documents.

5. Solar panel installation and conventional energy utilization.

   The scope of work also included installation of solar panel and conventional energy utilization. The backup system for reversal energy to supply the generated energy in the grit will also be part of project.

Workwise SCOPE OF WORK: -

RCC Foundation & Structural work:

- The RCC foundation shall be laid as per design submitted by registered R.C.C Consultant (Checked by the Proof Consultant/PMC and vetted by VJTI/IIT and approval of Engineer-in Charge
- Design calculations along with drawings shall be submitted by Successful Bidder for due vetting by the Proof Consultant appointed by BMC (PMC). The structural consultant of the Successful Bidder shall extend full support in getting the design proof checked/vetted by IIT/VJTI or any other Successful Bidder appointed by BMC.
- The fees / charges of proof checking/vetting of designs etc. shall be paid by Successful Bidder.
- The Successful Bidder has the obligation to make as many changes /modification(s) as required in Architectural drawings on instructions of BMC/Approving Authorities.
- The Successful Bidder shall provide the structural stability certificate to BMC. However, the checking and vetting of design/drawings shall not absolve the Successful Bidder from the responsibilities of any failure in the structural design during construction as well as during the specified life period of the structures
- The Successful Bidder shall submit all the submittals like designs, Good for Construction (GFC) drawings, documents, reports, schedules etc. in minimum six number of hard and six number of soft (~~CD/DVD~~) copies to BMC.
- Successful Bidder shall carry out soil investigation at his own cost and submit report to BMC and also carry out the Geo-Technical investigation at his own cost as per relevant IS code.
- Successful Bidder shall get topographic survey done for their use in planning and designing of the campus. The Successful Bidder shall collect data/information, which may be needed for completing the job.
- Design and Drawings prepared by the Successful Bidder shall be the property of BMC and Successful Bidder cannot issue the same to any other person / organization or use for any other project.
- BMC will not be responsible for any lapse/s and /or losses, if so occurs, due to absence of any data /knowledge. The information and site data given in the drawings or mentioned in this tender document are furnished for general information and guidance only and BMC does not take responsibility for their accuracy.

Civil Work:

- Soil Investigation: Participant Bidders may carry out soil investigation at his own cost after taking Approval from BMC and share result to BMC before pre-bid meeting .and same will be displayed on web portal and SAP system by BMC. Permission will be granted to only one bidder in first come first basis.
- Entry and Exit points at Ground level.
- The Excavation for underground parking system shall be protected either by Shoring pile with required Rock anchoring as directed by the Engineer In charge at no extra cost.
- Raft/Pile Foundation shall be provided as per the design approved by the RCC designer and consultant registered with BMC including pile casing as required.
- All the approvals required for Construction of total project from various authorities

either BMC or outside BMC shall be obtained by the bidder within 180 days from the date of issue of Letter of Acceptance (LOA).

- Any premium or Fees payable to BMC Department will be borne by BMC as book adjustment
- Form finish RCC work.
- Only Ready-Mix Concrete to be used. Minimum Grade to be **M30 and M40 for RCC and M15 for PCC works.**
- Reinforcement Steel **(CRS/HCRM)** to be of TATA, SAIL, RINL, Jindal/ BMC approved list & shall be of **Fe-500 D (AS per BMC USOR), Vender can use higher grade of Reinforcement for construction without any financial implication to BMC. Same has to be included in the quote and shall not be paid separately.** grade and structural steel shall be of Fe 250d grade.
- Rubble Soling and Anti Termite Treatment.
- Waterproofing with 10 5 Years Guarantee.
- IPS Flooring.
- Fire proof and Epoxy painting of all Floors for entire tender work. (As per CFO requirements / NBC) (Epoxy coating for parking Floors-Other floor finishes as per schedule.)
- Thermoplastic paint Works, convex mirrors and retroreflective signage boards of BMC specifications at all Parking floors, ramps, driveways, access roads, Entry-exit and internal roads and other places as directed.
- Matt Finish Granite flooring at all Floors for all lobbies and staircases (Min. 20mm Thk. Single piece) all others area to be provided full body vitrified tiles.
- Polished Granite window sills to be provided at all floors.
- Plumbing, Firefighting and Electrical system as per system requirement
- HVAC, BMS, Security, Fire Detection, Public Address and Interior Decoration of premises.
- Adequate External and Façade lighting if included in BOQ.
- DG backup with UPS of required capacity for uninterrupted operation of parking system, common lighting, elevators and emergency services.
- There should be independent Entry and Exit for every elevator.
- Boom Barriers to be provided at Entry and Exit.
- Rain Water Harvesting System (RWH)
- Garbage Disposal System
- Submersible pump as per requirement to be provided in basement sump.
- All exposed structural steel members shall be coated with anti-corrosive paint and 2 hr fire protection treatment.

House-Keeping — Keeping Site Clean hygienic and safe for period of Execution and till DLP: -

- Housekeeping is the act of keeping the working environment cleared of all unnecessary waste, thereby providing a first-line of defence against accidents and injuries. General House-keeping shall be carried out by the Successful Bidder and ensured at all times at Work Site, Construction Depot, Fabrication Yard, Workshop,

Batching Plant, Labour Camp, Stores, Offices and toilets/urinals etc. The Successful Bidder shall be responsible to provide segregated containers for disposal of debris at required places and regular cleaning of the same.

- All stairways, passageways and gangways shall be maintained without any blockages or obstructions. All emergency exits passageways, exits fire doors, break-glass alarm points, fire-fighting equipment, first aid stations, and other emergency stations shall be kept clean, un-obstructed and in good working order.
- All surplus earth and debris shall be removed/ disposed-off from the working areas immediately. The tires of the trucks leaving the site shall be cleaned with water, wherever the possibility of spillage on carriageways meant for regular road traffic exists.
- No parking of trucks/trolleys, cranes and trailers etc. shall be allowed on abutting roads, which may obstruct the traffic movement. The Successful Bidder shall ensure the cleanliness of roads and footpaths by deploying proper manpower for the same. The Successful Bidder shall have to ensure proper brooming, washing of roads and footpaths, at all the time, throughout the entire stretch till the currency of the contract including disposal of swept trash without any extra cost. Water logging or bentonite spillage on roads shall not be allowed.
- Proper and safe stacking of material are of paramount importance at fabrication stores, stores and such locations where material would be unloaded for future use. The storage area shall be well laid out with easy access and material stored / stacked in an orderly and safe manner.
- Flammable chemicals, compressed gas cylinders etc. shall be safely stored. Unused/surplus cables, steel items and steel scrap lying scattered at different places within the working areas shall be removed to marked locations(s). All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from the site. Lumber with protruding nails shall be bent/ removed and properly stacked.
- The compliance of above provisions are deemed to be included in the quoted amount of the Successful Bidder and no claim / payment whatsoever shall be entertained on this account.
- Applicable schedules- BMC's Unified schedule of rates-2023 and Fair Items Considered in BOQ (Details of the same are available in BOQ uploaded.**)**
- Operation and maintenance of all the equipment, Lifts Security system, Fire-fighting system and MEP works except consumable items.

Notes:

1. The successful bidder /contractor shall execute the project in coordination with PMC and BMC in all respect and handover the possession after obtaining the Occupation certificate of the project in turnkey basis to BMC in stipulated time period.
2. Plans shown in tender are subject to minor changes as per site conditions and bidders design and planning by following prevailing norms. Payment to the successful bidder will be as per rates quoted by bidder for entire constructed area as stated in the payment schedule in this tender. The bidder will not be entitled to have any claim whatsoever. Full utilization of the plot potential is the intention of the tender. Plot potential of entire plot may be considered for full utilization of plot potential.
3. The successful bidder /contractor shall make inventory of the existing structures and debris etc. on site and demolish the same after the structure is vacated by concerned department of BMC & further debris removal has to

be done by the bidder.

4. All the works contained in the scope of work shall be carried out strictly as per relevant specifications applicable as attached or referred to, in this tender document.
5. The above is general description of the scope of work and actual work mentioned above shall be as directed by the Engineer-in-charge.
6. The existing open plot will be handed over by BMC on as is where is basis after issuing the LOA., in phase wise manner or at once as the case may be after completing alternate arrangements for existing facilities. The site will be handed over to bidder accordingly.
7. Development of onsite infrastructure shall be the responsibility of the bidder as per the prevailing norms viz roads, street light, storm water drain, water mains network, sewage network, landscape /RG, Telecom network, substation, Security monitoring with camera networking, firefighting, fire detection, HVAC, interior furnishing, Public Address etc, The cost of the same shall be included in the tender bid by the bidder and the payment will be done as per measurement stated in the payment schedule in this tender document.
8. The bidder shall consider all expenses along with construction i.e that plumbing, electrical, mechanical, firefighting, fire detection, lifts etc work required in the project while quoting including temporary construction lift for building during construction phase.
9. **** The successful Bidder /contractor shall liaison and obtain all approvals/ demarcation/NOC/Permits required for implementing the project from including Building Proposal, H.E. NOC, CFO NOC, MOEF NOC, Tree NOC, Electrical NOC, Civil Aviation NOC, Horticultural Department Approval, PCO, SWD, SP, SO,CRZ,SOLAR, Gas Pipeline, Traffic, Metro, Monorail etc as and when suggested by PMC, Municipal Architect/BMC and required for implementing the project from government /Semi government /Service Provider /BMC etc. in timely. The cost of the same shall be included in the tender bid by the bidder. Documentation for all approvals will be prepared by Bidder in conjunction with the PMC and submitted after BMC approval at each state. Scrutiny Fee/Premium etc. for BMC department, will be borne by the BMC as book adjustment. Scrutiny fees, deposits and premium payable to agencies other than BMC will be borne by the bidder and will not be reimbursed by BMC. For example, Building Proposal, CFO, SWD, HE, SO charges will be paid as book adjustment by BMC but charges of outside agencies like BEST/Adani/Tata Power /AERB /MOEF etc. will not be reimbursed.**
10. The contractor will not claim any compensation for delay, if any, due to any reasons and contractor shall submit notarized/registered undertaking to that effect on notarized stamp paper of Rs. 500/- after issue of LOA.
11. A joint site visit of the prospective bidder shall be organized by PMC, if necessary.
12. In the event of 2 or more qualified bidders, quotes for the same rates, the award of the work will be decided by lottery system. Decision of Municipal Commissioner shall be final and binding.
13. Concrete grade minimum M-40 and M60 to be used for RCC work in all buildings to be constructed. And M-20 for PCC works.
14. The scope of work may be changed depending upon the requirement of BMC and as per existing site condition and decision of Engineer In-charge shall be

final and binding after issuing of work order of proposed work.

~~15. The successful bidder should provide 2 nos. Air-conditioned sedan with chauffer to Municipal Corporation staff for day-to-day site inspection during the entire duration of work.~~

16. The successful bidder should provide necessary barricades for plot as well as building under construction for safety as directed by engineer in charge.

17. Successful bidder should provide firefighting system as per remarks of C.F.O. as per DCPR 2034.

18. During DLP period mentioned in the tender the concerned contractor/bidder should provide agency for annual maintenance for plumbing, common electrification, lift maintenance, attending leakages, water pump etc. DLP for Lift/Fire Fighting/ M&E Works/HVAC works as stated in tender (consumables are not included in DLP).

19. Sewerage treatment plant should be provided by bidder as per DCPR-2034 provision, if required.

20. Structural design prepared by successful Bidder in coordination with PMC will be vetted by IIT/VJTI at the risk and cost of successful bidder. Project Management Consultant (PMC) M/s Shashank Mehendale & Associates are already appointed for the project for day to day supervision and will provide services as per BMC terms of appointment. Detailed scope of work is attached in tender document. Similarly robotic parking system design shall be vetted by IIT/VJTI.

21. The various tests to be conducted for the material design, structural design, will be as per the prevailing guidelines of BMC at the cost of successful bidder.

22. The successful bidder should strictly follow all safety measures during executions of works and as directed by the expert committee.

23. Successful bidder should follow/premium/ first class specification for different item as available on BMC portal, IS Codes, Available standards.

24. Items to be operated in this tender having minimum Specification is given in the tender.

25. All items to be operated will be of minimum Class I(Premium) specification available as given above or available in USOR-2023. If item is not available in USOR-2023, then same should be taken from Schedule rate prevailing in schedule to be used by State PWD/CPWD/ Railway/MES of Class I(Premium) material and specification after due approval by competent authority of BMC.

26. The successful bidder should remove the C&D waste material as per conditions mentioned in circular attached.

27. The successful bidder should provide Ambient Air Monitoring Control System on each construction site with electronic display.

28. All expenses for power, water and drainage connections will be borne by the bidder.

29. Design and construction to be strictly in accordance with provision of DCPR 2034 Building Regulations BMC.

1. <u>Methodology/Technology for proposed project: -</u>

The construction methodology/ technology should be RCC construction only however the prospective bidder shall have to comply with following points:

b. In case required the bidder shall have to arrange site visit of the BMC committee at his cost. The decision of BMC authority in this regard shall be final and binding. The bidder shall have to submit all the approvals certificates from the relevant appropriate authorities with respect to proposed methodology/

c. The bidder shall submit all the construction methodology.

d. The bidder should submit its bid as per the specification mentioned in tender.

e. Building constructed should have life more than or at least equal to regular RCC buildings as pe prevailing norms of GOI.

2. <u>Mechanical and Electrical Items: -</u>

Work to include items listed in the tender and requirements of electrical supply authorities, electrical inspector and CFO for complete solution as under: -

a) Internal electrification, lighting and power wiring of offices/labs, passages, common areas, lobbies, refuge area, parking, terrace, lift machine room, stilt, staircase cabins and all areas of construction inclusive of distribution board, switchgear and cabling.

b) Lift work as per approved plans.

c) Water pumping systems with electrical panels, level controllers and metering arrangement.

d) Electrical meters and supply authority work completion and connectivity.

e) Telecommunication and cable TV connectivity to offices and common areas as required.

f) Earthing, streetlighting, gate lighting

g) CCTV for common areas of building including DVR and 30 days recording history.

h) Fire detection and PA system as per CFO guidelines and tender specifications.

i) Firefighting system as per CFO guidelines and tender specifications

j) DG system as specified with UPS.

k) Safety signage and fire extinguishers.

l) Solar external lights and rooftop solar system for common area lighting.

m) HVAC and interior decoration for entire laboratory and office premises.

n) Successful Bidder shall be required to make all facilities for ladies staff at site with separate toilet, changing room, isolated cabin and creche (babysitting) with qualified staff with requisite facilities.

In addition, following points to be noted by Bidder before quoting --

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

2) The Three years maintenance of M&E works (Except consumable items which

will have 1 year DLP) M&E services lies with the contractor, whohas carried out the work. The contractor shall maintain entire building in functioning state for the period of Three years. Maintenance period shall start from the completion/commissioning & handing over the project whichever is later. Successful tenderer shall submit a free maintenance guarantee onRs. 500/- stamp paper for above works including any manufacturing defects / faulty workmanship.

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

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

5) Successful Bidder will obtain required NOC's and completion remarks in Coordination with BMC.

6) M&E INSPECTION: Contractor shall arrange visit for factory inspection of the equipment of various services i.e. DG Set, Electrical Panels, Fire Panel, ~~STP,~~ Lifts, CCTV etc. whenever necessary for required no. of persons as specified by Engineer in charge (min. 2 staff) at that time at any location within or outside India with no extra cost with prior permission of Competent authority.

7) All the items of the plant/machinery and accessories, fabricated/bought as per specifications and drawings shall be of approved class and are liable for inspection and testing before dispatch. Contractors shall arrange all necessary tests (Routine as well as functional) in the presence of the PMC/Engineer In charge at manufacturer's premises or at site in accordance with the appropriate standards. No material shall be dispatched without the consent of the PMC/Engineer In charge.

   All the charges towards stage / final inspection until dispatch clearance is given shall be borne by the contractors including to and fro travel, inland transport, lodging and boarding, etc. with no extra cost with prior permission of competent authority. Total cost offered for the tender should be inclusive of the same.

8) If for following reasons, the BMC.

   a. Finds that Engineer of contractor has committed serious misconduct or has been charged withhaving committed a criminal action, or

   b. Has reasonable cause to be dissatisfied with the performance of Engineer of contractor , then the Contractor shall, at the Client's written request specifying the grounds therefore, provide as a replacement of a person with qualifications and experience acceptable to the Client.

   The removal and/or replacement under (a) & (b) above shall have no cost implications on BMC and the Contractor shall be solely responsible.

9) The rates of testing fees of building material at Municipal Testing Laboratory shall be paid by the contractor as per schedule in force as mentioned in BMC's circular u/no.Ch.Eng./Vig/4150/B dtd 16- 03-2020 and as amended up to date.

10) Circular regarding new clause of internal "GRIEVANCE REDRESSAL MECHANISAM" u/no-DMC/CPD/3217 dated 02.03.2019, ChE(V)/436/B dated 18.05.2023 shall be applicable for this work.

11) Circular u/no. CA(F)/Project/42 dated 09.02.2021 regarding ASD is applicable to this tender or as per prevailing rules and regulations applicable.

12) Circular of Government of India u/no. F.No.6/18/2019-PPD dated 23.07.2020 regarding restrictions on public procurement from bidders of certain countries.

13) All concealed pipes to be pressure tested by contractors in presence of PMC/BMC Engineers.

14) Typical shop drawings to be prepared for approval of PMC/BMC for all major activities

prior to commencement of work.

15) Contractor's to take abundant measures to provide impervious concrete at first place, however if porousness is observed the same shall be sealed with injection grouting so as to provide complete water tightens.

16) The contractor's to de-water the tanks tested as per time scheduled of works, and can dispose the water at his discretion or as directed by Engineer in-charge.

17) The contractors should have in house capability of designing scaffolding/ enabling work or should entrust this assignment through M.O.U. to consultant.

18) Additional cubes shall be casted & tested especially for ensuring adequate strength before de-shuttering as per requirement of site and instruction of site in charge.

19) The specifications for finishing / architectural / civil items shall be approved by PMC/ M.A. before using on site and shall be in accordance with note of M.A. u/no. Ch.E/MA/2638/I dt. 16.01.2023

20) The nos. of trees cutting, transportation & new plantation is tentative, which may vary as per the actual Tree NOC. The new trees shall be planted on subject plot as per norms of Tree Authority. In case, it is not possible to plant the total trees on subject plot, the balance trees shall be planted on plot/site as identified by BMC and all tress shall be maintained as per terms and conditions stipulated in Tree NOC.

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

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

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

   c) The amount quoted shall include provision of all necessary labour & material, plant, equipment, scaffolding and centering as per requirement of the item to be executed completely in all respect as per direction of engineer in charge.

22) If any Co-ordination required for site demarcation, it shall be the sole responsibility of Contractor.

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

24) Contractor shall mark Town Hall Datum level on site. No extra payment will be made towards the same.

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

26) The arbitration dispute, if any, shall be dealt as per the procedure mentioned in circular u/no. MGC/F/8659 dt. 07.09.2019.

27) Tenderer shall quote inclusive of all taxes other than GST (excluding GST), levies, duties, cess etc. as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input tax credit of GST as available with the bidder will not be claimed separately by BMC. However, when quoting rates, benefit of input tax credit/exemption shall be passed on to BMC by way of equivalent reduction in quoted price.

Award Criteria-

The employer reserves the right, without being liable for any damages or obligation to inform the bidder to-a) Amend the scope and value of contract to the bidder.

a) Reject any or all the applications without assigning any reason.

Any effort of the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

In case of Equal Bid Amount 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 to submit the “Sealed Bid” on same BID-Document number for re-quoting.

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

Note:-

Bidders shall note that, scope of work and list of items mentioned in the tender is not exhaustive. The same may be altered or amended as per requirement of the site conditions and requirements of the work. The complete work shall be executed as per directions.

PLANNING & DESIGN

1. ENGAGEMENT OF CONSULTANT:

1.1. The contractor shall engage an in-house consultant or appoint a Firm / Consultant (whether titled as an Architectural firm or Engineering firm) which shall provide comprehensive consultancy services in Project Conceptualization covering space utilization, functional relations, preparation of plan including obtaining its statutory and local bodies approval, detailed architectural drawings, detailed structural analysis, design and detailing including designing and detailing of all services, their

drawings & approval, external development works, landscaping, etc. Consultant shall prepare and supply all the coordinated, good for construction drawings duly proof checked and approved. The Consultant shall be associated till completion of the project and obtain completion certificate from the concerned local body.

1.2. **The contractor shall, within 15 days of award of work**, submit proposal for approval to Engineer-in- charge for engagement of Consultant having experience of comprehensive planning & design who comply with eligibility criteria/conditions laid down in this bid document.

1.3. In case of non-availability of in-house capabilities in consultancy for any component of Engineering services or Architectural services, the Firm / Consultant will submit intention to engage/associate sub-consultant/firm having domain specific specialization and submit the MOU/agreement with such specialized firms along with proposal. Eligibility Requirement for sub-consultant shall be as below:

1.4. It shall be the obligation of consultant to get the structural design done through an Engineer/consultant who has past experience of structural designing of office buildings of comparable size and complexity in Earthquake Zone IV as per latest Indian Standards.

2. ELIGIBILITY CRITERIA FOR CONSULTANT:

2.1. The tenderer(s) must associate reputed eligible Consultant for Architectural & Engineering Planning / Design, getting Local Body Approvals and Statutory clearances etc. The contractor shall submit proposal of (minimum three) reputed firm / consultant (whether titled as an architectural firm or engineering firm) who fulfil Eligibility Criteria for approval by department. Eligibility requirement for associated Consultants shall be as below:

a) The Consultants should have minimum 15 years' experience in rendering consultancy services and should have handled comprehensive consultancy works i.e. planning, designing and obtaining local body approvals, commencement certificate and occupation certificate for Similar Nature of Works (Only completed and handed over works shall qualify in similar nature of work) during the last seven years reckoned from the date of submission of the proposal, as below:

(i) One Comprehensive Consultancy Work of Hospital building / Mortuary building **including design of M&E and Mortuary related Services,** and

(ii) Three Comprehensive Consultancy works of each involving Built up area of minimum 1500 sqm or Two comprehensive consultancy works of each involving built up area of minimum 1800 sqm or One comprehensive consultancy works of each involving built up area of minimum 2400 sqm.

b) The consultant shall either have the in-house facilities in various sub-consultancy works or shall appoint sub-consultant fulfilling the minimum eligibility criteria as specified below:

No.	Sub-consultancy	Eligibility Criteria
1	Structural Design	The Lead Consultant shall have Master's Degree in Structural Engineering with Minimum 10 years' experience in the Structural design field and have done structural design of Works in Hospital building / Mortuary building /s works as per qualification criteria for bidder mentioned in this tender or multi-storey building (Minimum 10 Floors)
2	Design of Civil	The Consultant shall have Specialization in Design of the concerned Hospital building / Mortuary building /s

No.	Sub-consultancy	Eligibility Criteria
.	Services e.g. Plumbing and Drainage etc.	**Service** with Minimum 10 years' experience in the field and shall have experience in design of concerned service in Hospital building / Mortuary building /s works as per qualification criteria for bidder mentioned in this tender
3.	Design of M&E Services	The Consultant shall have Specialization in Design of the concerned M&E Service for Hospital building / Mortuary building /s with Minimum 10 years' experience in the field and shall have experience in design of concerned M&E service in Hospital building / Mortuary building /s works as per qualification criteria for bidder mentioned in this tender

2.2. The Consultant/Sub-consultant (s) should have sufficient number of employees for the proper execution of the project. The Structural Consultant shall be equipped with relevant design software and recent design codes. The consultant/sub-consultant shall specify the list of personals engaged exclusively for this work along with their certificates of qualification and experience and they shall be associated till completion of the project and obtaining completion certificate from the concerned local body.

2.3. Firms / Consultants should have their own office in Mumbai/ Mumbai Metropolitan Region for proper functioning and coordination of work or will have to set up an office in Mumbai/ Mumbai Metropolitan Region during execution of consultancy work.

2.4. Eligible works required to satisfy conditions of Paras above, should have been executed under valid contract/work order from client/main executing agency appointed by client. Client Certificate (issued against work done by either the firm/consultant or main executing agency appointed by client) in support of having satisfactorily completed the works along with desired details shall be submitted with proposal. In case Non-government works/ work order from main executing agency are submitted in support of eligibility, certified copy of the contract documents and Tax Deducted at Source (TDS) certificates shall also be submitted and the TDS amount shall tally with the actual amount of work done.

3. SCOPE OF CONSULTANCY:

3.1. General

3.1.1. The consultant shall provide Comprehensive Consultancy Services for Planning & Design of the Building and Services, Landscaping & Horticulture as per scope of work under the contract. Scope of the comprehensive consultancy services is broadly described hereinafter. However, it should be clearly understood that the same is only indicative, and the Consultant shall be required to perform any other services which may be required whether expressly mentioned hereinafter in this contract document of this work up to the entire project requirement and satisfaction of the client. The services to be provided by the Consultant shall include but not be limited to the following:

3.1.2. The plan of Redevelopment is approved by the Local Body and Architectural drawing for the proposed buildings in Phase2 & Phase 3 are attached in Bid Documents are for guidance only. The Contractor's consultant has to develop the same in detail and as per the functional requirement and local body norms, and approval for same shall be obtained by the contractor from All Government departments and local bodies.

3.1.3. The consultant appointed by contractor shall prepare and supply all detailed architectural drawings, structural drawings, design and detailing of all services, their drawings, external development works, landscaping, etc. as well as shop drawings w.r.t the minimum specifications and standards, fittings and fixtures prescribed in the tender document and the local by laws.

3.1.4. The consultant appointed by the contractor under the conditions of bid document shall have constant and regular interaction with the BMC for formulating the design philosophy and parameters, designs/ drawings and specifications etc. and shall be involved for the entire duration of the project till its completion and handing over.

3.1.5. The contractor shall get the conceptual approval of the Department /client or both through presentations, physical models, computer walk-through etc. Comments and suggestions or alternate proposal of the department and/or client and his representatives shall be evaluated and suitably incorporated till the concept design is accepted and frozen.

3.1.6. Six sets of hard copies and soft copies **(Hard Disc and Pen drive)** each of all Architectural, Structural, Services Drawings detailed and coordinated drawings etc. shall be submitted to the Engineer-in-charge for issue of No Objection Certificate and releasing them for execution.

3.1.7. The officers of BMC shall be responsible for broad oversight of functional, aesthetics for engineering and architectural consideration only. The agency shall not be absolved from his responsibility for functional and structural soundness of the buildings just because the NOC issued to drawings by BMC.

3.1.8. All drawings shall be submitted at least one month in advance to the Engineer-in-charge for issue of No Objection Certificate and releasing them for execution.

3.2. Preliminary Stage

3.2.1. Carry out topographical survey and the survey of all existing services and other constraints existing in and around the site.

3.2.2. Carry out soil investigation of the site to establish the soil characteristics i/c rock profile and other parameters required for the foundation design of multi-storey buildings. Types of investigation/test and their qualities shall be get approved from Engineer-in-Charge. Soil investigation agency should be experienced, specialized and should be got approved from Engineer-in-charge.

3.2.3. The contractor /consultant shall also get ascertained the liquefaction potential of soil to required depths using modern methodology e.g. Spectral Analysis of Surface Waves (SASW) test or any other method and combination of tests approved by Engineer-in-charge and suggest remedial measures and account for same while suggesting the foundation system and suggesting bearing capacity/load carrying capacity.

3.2.4. The soil report shall be got vetted/proof checked from the Institute of repute as per the contract document or as approved by Engineer-in-charge.

3.3. Master Plan /Layout Plan

3.3.1. Preparation and submission of the revised Plan / Layout for local body approvals and incorporating changes, if any, suggested by them and re- submitting the same.

3.4. Concept Design.

3.4.1. Conceptual designs already provided in this bid document. The conceptual designs shall serve as base line and the consultant shall further develop and validate them as per scope of work and client requirements. Architectural Design

should cover the following:

- To cater for different functional requirements of user with creative indoor spaces, surroundings, better circulation and flexibility in space planning.
- Integrated designs of electrical, mechanical and other services with structural system and construction methodology with Bare minimum maintenance/ maintenance free mechanism.
- Climate responsive Architecture with integration of daylight and electric light, thermal comfort, ventilation and highest performance standards for work space efficiency.
- Use of low embodied energy materials and local/reused materials and consideration of green building principles.
- Water and solid waste management with waste water recycling, water conservation and rain water harvesting.
- Development of surroundings with site terrain consideration, traffic circulation, indigenous vegetation and plantation.
- The building(s) proposed to be developed should be amenable to latest systems of construction technologies for enabling repeatability and fast track and ease in construction, keeping in mind a lower embodied energy of material and lower energy consumption in the proposed complex.
- All the spaces in the building provided shall be adequately ventilated for light and air.
- Suitable escapes for fire shall be planned as per the requirement specified in NBC and other applicable standard codes of practice.
- The setbacks and height of the building shall conform to all regulatory authority rules.
- Premium quality materials shall be provided for walls, floors, windows, doors etc. in tune with the industry standards of similar buildings.
- Proper care shall be taken to plan movement logistics to avoid criss-crossing of traffic.
- The façade of the building shall be appealing, by judicially mixing the use of energy efficient glass, cladding materials, wall appropriate to the use of the building.
- Space planning for required services in particular to the Conference Hall, Multipurpose, Auditorium if any, shall be given importance.
- Service routing and ducts shall be planned for easy access, maintenance and scalability.
- Green building materials shall be used as far as possible for obtaining desired certification from proposed Green rating system.
- Sufficient space for parking of vehicles as per the norms shall be provided
- Vertical circulation shall be well planned to provide quick access to upper floors by suitable location of stairs and bank of elevators.

3.4.2. Submission of the final concept design along with models, photographs, 3D-walk through and as per the requirement etc. The cost of such models, walk through, photographs, etc. shall be borne by the contractor.

3.4.3. Obtaining approval of the Concept design from the BMC/Consultant appointed by BMC.

3.5. Architectural Planning:

3.5.1. Prepare drawings, schedules and specification of materials and workmanship, in sufficient detail. The drawings & documents shall include detailed site plan, detailed drawings for each building including floor plans, elevations, door & window schedules, finishing schedules, wall profiles, Staircases, ramp and lift details, details of important building parts / areas, landscape & horticulture details etc. As far as possible standards of quality performance requirement and descriptive names shall be used rather than specific products or brand names.

3.5.2. Prepare and issue "Good for construction" drawings. Drawings shall be adequately detailed and shall contain enough information to enable construction, full measurement, pricing and production of bill for payment. The working drawing shall include

3.5.3. Layout Plan showing:

- All proposed buildings, play fields, green area, location of tank, RWH, Elect. Sub-Station etc. Central AC Plant, Fire Pump House, CCTV Central Room, Location of AHU/ventilation system Rooms, various shafts for M&E services like Low Voltage Shaft Electrical Riser Shaft, Fire Fighting Shaft, Lift Shafts services etc.
- Blow up of road junction / parking area and other such area as required.
- Coordinated External services

3.5.4. Detailed Drawings

- Floor Plans fully coordinated with all services/disciplines
- Elevations (Based on heritage departments suggestions_Heritage NOC to be obtained by Sucessful Bidder)
- Sections
- Wall profiles
- Doors & Window details
- Stairs/Ramps/Lifts details
- Details of building parts, areas, critical special treatments.
- Toilet details
- Flooring pattern and details
- Dado details
- Roof flow, drainage system including rain water harvesting system underground tank
- Detailed design and drawings of all types of furniture of Conference Hall, Auditorium etc. as per the requirement of the BMC/User Department.
- Detailed drawing of art work.
- Any other detailed require by the engineer in charge.

(Note: Design, Providing & Fixing of Interior & loose furniture layout is not part of this tender. Designing, Providing & installation of Mortuary Equipments is not part of this Tender).

- Landscape i/c water bodies & Horticulture works of whole campus including around the buildings
- Drawings of landscape including blow up of critical areas / landscapes in detailed

coordination with all external services

- Horticulture details
- Checking and certifying the Architectural drawings, technical specifications, services and all other drawings to ensure their completeness/correctness
- Finalizing finishing schedule, elevation treatment, fixtures, colour scheme of all buildings

3.5.5. Integration of design with the existing landscape including water bodies and suggest modification if any

3.5.6. Any other details required for completion of the buildings/services.

3.5.7. Inspect the works and attend meetings during execution to give clarifications, if any, and to modify the drawings as per the site/construction requirements.

3.6. Structural Design:

3.6.1. Conduct surveys, tests and other investigations as required to determine the basis to accomplish safe designs as per latest specifications & codes.

3.6.2. Planning for the Structural arrangements in coordination with the Architectural design:

- Foundation system
- Beam & Column Shear Walls location
- Beam & Column size Shear Walls finalization
- Slab profiles
- All other detailing required for the finalization of design

3.6.3. The Building shall be analysed as a 'Space Frame'. The building shall be modelled using structural engineering software package ETABS/ STRAP/ STAAD or any other standard proven software. SI units should be followed for entire analysis and design. The modelled space frame should be analysed for Dead Loads (DL), Live Loads (LL), Wind Loads (WL), Earthquake Loads (EQ), Temperature load stresses and their combinations as per latest IS: 1893-2016 (part-1) and IS: 13920(2016), IS 800-2007 and other applicable BIS codes revised up to date. The Building should also be checked for storey drift. All supports (foundations) of the Building columns and shear walls shall be considered as fixed joints for analysis. Effective length of columns shall be considered as per the standard codes of practice. This structure should be designed and detailed as per Indian codes of practice. All disaster managements practices as specified in latest NBC to be followed.

As the structure is composite containing RCC & Steel structure elements and quite tall, the lateral loads will be significant. Transfer of lateral loads is very important & special care must be taken to transfer these loads in super structure and foundation. Sufficient numbers of shear walls should be provided for force transfer in lateral direction & to control the deflection due to lateral loads. The temperature stresses evaluation be given during consideration in structural design.

Stability of the structure after design and completion of building shall be given by structural consultant of contractor.

3.6.4. Preparation of Structural Drawings:

- Foundation plans & details
- Column, walls, i/c diaphragm wall and beam layout plans i/c Shear Walls

- Floor framing plans fully coordinated with all disciplines
- Floor slab structural details
- Column Shear Wall & beam structural details
- Staircases, ramps, lifts shafts and machine room details, rain water harvesting chamber.
- Requirement of Green Building Concept
- All other details and sketches required for proper execution of the works.

3.6.5. Proof Checking of Structural Design/Drawings:

- Proof checking of structural design and drawings from IIT / VJTI / SPC / COEP or Any Other Approved Government Institutes prior to issuing the "Good for construction" drawings.
- The Contractor Appointed Structural consultant shall also submit the structural design / details (input / output) and the proof checking thereof along with comments etc. of BMC Appointed proof consultant.
- If any modification in design / drawings is needed as per site conditions or subsequent to proof checking, the contractor shall do / redo the design and proof checking without any extra cost. The decision of the Engineer–in–charge in this regard shall be final and binding. No claim whatsoever on this account will be entertained.

3.7. Planning & Design of M&E Services:

3.7.1. The services to be provided by Consultant shall include planning and design of all Services such as Civil, M&E, PHE, related all services mentioned in this tender, Landscaping & Horticulture involved in this work as per scope of work.

3.7.2. Carry out basic and detailed designs of comprehensive electrical power distribution scheme, indoor and outdoor lighting, lightning protection and earthing systems of all the buildings in accordance with the relevant Indian regulations and Standards. The work shall include, but not limited to the following services:

3.7.3. Design the distribution systems and prepare single line diagrams with details of accessories and equipment.

3.7.4. Specify the details and capacities of HT panels, Transformers, LT panels, stand by diesel generators and fuel intake, and to specify the type of supply arrangement for incoming power supply, interlocking arrangement between HT panel, transformer, L T panel & DG sets UPS.

3.7.5. Design the Sub-station comprising of the HT panel room, transformer room, L T panels room, generator room, UPS Room, Server Room and to specify the necessary switchgear and control 'Changeover panels, capacitor banks, bus duct, essential and non-essential panels as necessary with the appropriate load shedding.

3.7.6. Design and prepare detailed layout drawings for the individual power. Indoor and outdoor lighting, lighting protection and earthing system as required.

3.8. Public Health Engineering Services:

3.8.1. Design of Public Health & Engineering services taking into account various topographical, meteorological, Hydrological etc. reports, identify the source and quality of water, conduct survey of existing water supply system, Sewerage system, Drainage system, other site development works etc. for planning of services. All the design and drawings should be well coordinated with Architecture, structure and other services drawings.

3.8.2. All designs shall be as per the latest Indian Standards, Local bye-laws and Statutory norms/regulation.

3.8.3. The services shall include following major components:

- Water Supply System including underground water tanks and pumps.
- Drainage System i/c Rain water harvesting, absorption trenches etc.
- Fire Fighting & Fire Suppression System with peripheral grid around each building connected with fire main grid.
- Soil waste management.

3.9. Building Information Management:

3.9.1. The Agency is required to do BIM modelling, clash detection, screen shots, incorporating all disciplines - Architectural, Structural & MEP services such as Lighting Design, Landscape etc. broadly the points given below are to be followed:

3.9.2. Development of 3D models from architecture, landscape and engineering drawings like structure, MEP etc., showing all elements of works for the basement and super structure of buildings and site.

3.9.3. Views/ screenshots (jpeg) or any other appropriate format for the conflict points to be generated for review by the decision taking parties.

3.9.4. All the Elements shall be modelled as specific assemblies accurate in terms of quantity, size, shape, location and orientation.

3.9.5. 3D BIM model for entire building complex shall be developed from advanced detailed drawings on Revit/Arch-cad software and Co-ordinated construction drawing shall be issued from 3D BIM model for all the internal and external services in the building. Structural drawing (Good for Construction) shall be prepared duly coordinated with 3D BIM drawings. The same model of completed work shall also be prepared and submitted to Engineer-in-charge.

3.10. Approval from Local Authorities

3.10.1. The contractor shall take all necessary Statutory Approvals, Clearance, NOCs Permissions from all Local Bodies, Statutory Bodies, Authorities i/c Brihanmumbai Municipal Corporations and its various departments, State Government, Central Government, Railways, Civil Aviation, MOEF (Ministry of Environment and Forests) AERB (Atomic Energy Regulatory Board), NMC (National Medical Commission, DGCA, HSVP, MCG, GMDA, Pollution Control Board, Environmental clearance, Forest NOC, Tree Cutting Permission, Traffic, AAI, IGL No Objection Certificate (NOC) from the heritage committee etc. required before start of work and during construction. Preparation of all submission drawings (any numbers) materials and models as per the required size scale as required by Local Bodies Statutory Bodies Authorities.

3.10.2. The contractor shall take all necessary Statutory Approval/ Clearance/ NOC/ Permission of 'Completion Plan' from all Local Bodies/Statutory Bodies/Authorities as required for occupation of the buildings after completion of construction and preparation of all submission drawings (any numbers)/ materials and models for these approvals at his own cost.

3.10.3. Any other Approval/ Clearance/ NOC/ Permission etc. not expressly mentioned in this contract but required before start/during construction and after completion for occupation of building complex shall be obtained by the contractor.

3.10.4. All statutory payments required for these approvals from local authorities shall be borne by the EPC contractor.

3.11. Number of Documents and Copy Rights

3.11.1. All the documents/drawings, designs, reports and any other details envisaged under this agreement shall be supplied in five copies. All drawings as required for submission to all the local bodies and other authorities shall be submitted as per the requirement of local body. All the drawings for the comments, discussion and approval of employer shall be submitted in triplicate. Six copies of all the final drawings shall be submitted to the Engineer-in-Charge along with one reproducible in A-1 or large size along with a soft copy in **(Hard Disc and Pen drive)**. If there is any revision in any drawing/document for any reason, six copies of drawing/document shall be re-issued along with soft copy in CD without any extra charges. All these drawings will become the property of the Engineer-in-Charge. The Engineer-in-Charge may use these drawings in part or full in any other work without any notice to the consultant and without any financial claim of the consultant.

3.11.2. The drawings cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Engineer-in-Charge and / or his authorized representative.

3.12. Project Documentation

3.12.1. Ensure the preparation of AS-BUILT drawings and record all approved deviations and changes in drawings.

3.12.2. Provide any other services not explicitly mentioned but reasonably required for project development.

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SECTION 8

GENERAL CONDITIONS OF CONTRACT

(Available on MCGM / BMC portal https://www.mcgm.gov.in)

Conditions mentioned in special directions and Tender conditions will prevail over in case of contradictory meaning between GCC 2016 conditions and Special Directions or Tender conditions.

1. Definitions and Interpretations

1.a) Definitions:

- 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.
- Contract: 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.
- Contractor: 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.
- Bidder: The Bidder shall mean 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.
- Arbitrator: "Arbitrator" means the person or persons appointed by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties pursuant to General Conditions of Contract amended up to date.
- Contract Sum: "Contract Sum" means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction there-from as may be made under the provisions hereinafter contained.

Note : The contract sum shall include the following –

- In the case of percentage rate contracts, the estimated value of works as mentioned in the tender adjusted by the Contractor's percentage.
- In the case of item rate contracts, the cost of the work arrived at after finalisation of the quantities shown in schedule of items / quantities by the item rates quoted by the tenderers for various items and summation of the extended cost of each item.
- In case of lumpsum 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.
- Contract Cost: "Contract Cost" means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.

A. Engineer: 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.

B. Engineer's Representative: "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 MCGM. from time to time by the Sub Clause 2a.

C. Excepted Risks: "Excepted risks" are risks due to riots (otherwise than among Contractors' employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damage from aircraft, acts of god, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Commissioner or causes solely due to use or occupation by the Municipal Corporation of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty municipal design of work.

D. Corporation: The "Corporation" or the "Municipal Corporation" shall mean the Municipal Corporation of Greater Mumbai, constituted under the M.M.C. Act 1888 as amended up to date.

E. Annexure: The "Annexure" referred to in these conditions shall means the relevant annexure appended to the tender papers issued by the Municipal Corporation.

F. Site: 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.

G. Urgent Works: "Urgent works" shall mean any urgent measures which in the opinion of the Engineer become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.

H. Works: The "Works" shall mean the Permanent Works and the Temporary Works or either of them as appropriate to be executed in accordance with the contract or part(s) thereof, as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract as found necessary as per suggestion of the Engineer.

I. Temporary Works: "Temporary Works" shall mean all Temporary Works of every kind required in or about execution, completion or maintenance of the work also Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

J. Permanent Works : "Permanent Works" means the permanent works to be executed (Including Plant) and installation of machineries in accordance with the Contract at specified required site and location.

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

L. Drawings: 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.

M. Approved: "Approved" shall mean approved in writing including subsequent confirmation of previous verbal approval and "approval" shall mean approval in

writing including as aforesaid.

N. Specification: "Specification" means 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.

O. Tender: "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provision of the Contract, as accepted by the Letter of Acceptance.

P. Letter of Acceptance: "Letter of Acceptance" means the formal acceptance by the Employer of the tender, for the particular specified work or job.

Q. Commencement Date: "Commencement Date" means the date upon which the Contractor receives the notice to commence, issued by the Engineer pursuant to Clause 8d.

R. Time for Completion: "Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Section8) calculated from the Commencement Date.

S. Taking over Certificate: "Certificate of Taking-Over/ Take-over Certificate" shall mean the certificate issued by the Employer after completion of Works in all respects.

T. Defect Liability Period: "Defect Liability Period" means the period of validity of the warranties given by the Contractor commencing from the date of 'certificate of taking over' of the Works or a part thereof, during which the Contractor is responsible for defects with respect to the Works (or the relevant part thereof).

U. Plant: "Plant" means machinery, apparatus, and the like intended to form or forming part of the all types of permanent works.

V. Section: "Section" means a part of work specially identified in the contract as a section.

W. Cost: "Cost" means all expenditure properly incurred or to be incurred whether on or off the site including overheads and other charges properly allocable thereto but does not include any allowance for profit.

X. Day: "Day" means Calendar day

Y. Month: "Month" means Calendar month of the Gregorian calendar.

Z. GCC: GCC means General Conditions of Contract.

AA. Foreign Currency: "Foreign Currency" means currency of a country other than that in which the works are to be located, approved by Govt of INDIA/Reserve Bank of INDIA.

BB. Writing: Writing means any hand written, type-written, or printed communication including telex and facsimile transmission ,electronic and digital media.

CC. Country: Country means the country in which the Site is located

DD. Variation: 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.

EE. Force Majeure: Force Majeure means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against

before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

FF. Law: Law means law that is in force in India

GG. Performance Security/ Performance Guarantee: It is the security in the form of a deposit to be provided by the contractor to the Engineer for his proper performance of the contract within the specified period.

HH. Communication: Wherever provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the English language and shall not be unreasonably withheld or delayed.

OO)Tests on Compliance: "Tests on Compliance" means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the works or any section or part thereof are taken over by the employer.

PP)Extra items: 'Extra' means additional or substituted items of work activity not included in the 'Bill of Quantities and Rates', however such items are in the prevailing 'Unified Schedule of Rates' for MCGM.

QQ) Excess/Savings: Increase or decrease in "Bill of Quantities" of the bidding documents shall be termed as "Excess" or "Savings" correspondingly

RR) Extra item: This shall mean additional or substituted items of work activity not included in the "Bill of Quantities and Rates", however such item of work are in the prevailing "Unified Schedule of Rates" of MCGM.

SS) FAIR item: This shall mean additional or substituted items of work activity not included in the "Bill of Quantities and Rates", and even not existing in the "Unified Schedule of Rates" of MCGM at the time of tender.

TT) Unforeseen works: Unforeseen works shall mean the works of bursting / leakages of water pipelines, settlement of sewage lines / manholes, settlement of storm water drains in city areas

UU) Subcontractor: Any person named in the contract as Subcontractor for part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Engineer and the legal successors in the title to such person, but not any assignee of such person.

VV) Bill of Quantities: It means the priced and completed bill of quantities forming part of the tender.

1.b) Headings & Marginal Notes to Conditions:

Headings and marginal notes to these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

1.c) Singular & Plural :

Where the context so require, words importing the singular shall also mean the plural and vice versa.

1.d) Gender :

Words importing in the masculine gender shall also include the feminine gender.

2. Engineer and Engineer's Representative

2.a) Engineers Duty & Authority:

i. The Engineer shall carry out the Duties specified in the Contract

ii. The Engineer may exercise the authority specified in or necessarily to be implied

from the Contract, provided, however, that if the Engineer is required under the terms of the appointment by the Employer, to obtain the specific approval from the Employer before exercising any such authority, particulars of such requirements shall be set out in Special conditions of Contract. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.

iii. Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

iv. The Engineer may from time to time in writing delegate to the Engineer's representative any of the powers or authorities vested in the Engineer and shall furnish to the Contractor a copy of all such written delegations of powers and authorities. Any written instruction or approvals given by the Engineer's Representative to the contractor with the terms of such delegation (but not otherwise) shall be binding on the Contractor as if given by the Engineer.

v. The Engineers representative shall be appointed by and be responsible to the Engineer and shall carry out the duties and exercise such authority as may be designated to him by the Engineer under the clause 2.a.(iv).

vi. The Engineer may from time to time delegate to the Engineers representative. The duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and Contractor.

2.b) Duties & Powers of the Engineers Representative:

i. The duties of the representative of the Engineer are to check, watch and supervise the work and to test and examine any material to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract nor to except as expressly provided here under or elsewhere in the contract to order any work involving delay or any extra payment by the Municipal Corporation nor to make any variation of or in the works without written approval, consent or orders/direction of Engineer.

ii. Communications given by the Engineers Representative to the Contractor in accordance with any delegations shall have the same effect and shall be binding on the contractor as though it had been given by the Engineer, Provided that :

a. Failure of the representative of the Engineer to disapprove any work or material shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the pulling down, removal or breaking up thereof.

b. If the Contractor questions any communication of the Engineers Representative he may refer to the matter to the Engineer who shall confirm, revise or vary the contents of such communications.

2. c) Engineer's Decision:

The whole of the work shall be under the direction of the Engineer, whose decision shall be final, conclusive and binding on all parties to the contract, on all questions relating to the construction and meaning of plans, working drawings, sections, and specification connected with the work.

2.d) Work to be in accordance with Contract:

Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Engineer.

3. Assignment and Sub-Contracting

3.a) Assignment:

The Contractor shall not assign transfer or attempt to assign, transfer the Contract or any part thereof, or any benefit or interest therein or there under otherwise than by a charge in favor of the Contractor's bankers of any Money due or to become due under this contract, without the prior written approval of the Commissioner.

3.b) Sub-letting:

- 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.
- Subletting of contract will be allowed only after appointment of contractor and before starting the execution of the work.
- The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the MCGM and shall not relieve the Contractor of any responsibility under the Contract.

3.c) Nominated Sub-Contractors:

All specialist, merchants, tradesmen and others executing any work or supplying any goods, materials, plant or services for which provisional, sums are included in the contract, who may have been or be nominated or selected by the employer or the engineer, and all persons to whom by virtue of the provision of the contract the contractor is required to subcontract shall, in the execution of such work or the supply of such goods, materials, plant or services be deemed to be subcontractor to the contractor and are referred to in this contract as "nominated Subcontractors".

The Contractor shall not be required by the Employer or the engineer, or be deemed to be under any obligation, to employ any nominated Subcontractor against whom the Contractor may raise reasonable objection, or who declines to enter into a subcontract with contractor containing provision:

i. That in respect of the work, goods, materials, Plant or services the subject of subcontract, the nominated Subcontractor will undertake towards the Contractor such obligation and liabilities as will enable the contractor to discharge his own obligation and liabilities towards the Employer under the terms of the contract and will save harmless and indemnify the Contractor from and against the same and form all claims ,proceeding damages, costs, charges, and expenses whatsoever arising out of or in connection there with or arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities and (ii)

ii. That the nominated subcontractor will save harmless and indemnify the contractor from and against any negligence by the nominated subcontractor, his agents, workmen and servants and from and against any misuse by him or them of any Contractor's Equipment or Temporary Works provided by the Contractor for the purposes of the Contract and from all claims as aforesaid.

- Design requirements to be Expressly stated:

If in connection with any Provisional Sum the services to be provided include any, matter design or specification of any part of the Permanent Works or of any plant to be incorporated therein, such requirement shall be expressly stated in the Contract and shall be included in any nominated Subcontract. The nominated Subcontract shall specify the nominated Subcontractor providing such services will save harmless and indemnify the contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities.

B) Payments to Nominated Sub-Contractors;

For all work executed or goods, materials plant or services supplied by any nominated Subcontractor, The Contractor shall be entitled to:

a. The actual price paid or due to be paid by the contractor, on the instruction or engineer, and in accordance with the subcontract.

b. In respect of labor supplied by the Contractor, the sum, if any, entered in the Bill of Quantities or, if instructed by the Engineer pursuant to clause on Use of Provisional Sums as may be determined in accordance with Clause of Valuation of variation.

In respect of all other charges and profit, a sum being a percentage rate of the actual paid or due to be paid as per clause 10 (b) calculated, where provision has been made in the bill of Quantities for a rate to be set against the relevant Provisional Sum, at the rate inserted by the contractor against that item or, where no such provision has been made, at the rate inserted by Contractor in the Appendix to Tender and repeated where provision for such is made special item provide in the Bill of Quantities for such purpose.

C) Certification of payments to nominated sub-contractors:

Before issuing any certificate under Section 12 which includes any payment in respect of work done or goods, material, plant or services supplied by any nominated sub-contractor, the Engineer shall be entitled to demand from the Contractor reasonable proof that all payments, less retentions, Included in previous certificates in respect of the work or good materials, Plant or services of such nominated Sub-Contractor have been paid or discharged by the Contractor. If the Contractor fails to supply such proof then, unless the Contractor:

a) satisfies the Engineer in writing that he has reasonable cause for withholding or refuse to make such payments and

b) Produces to the Engineer reasonable proof that he has so informed such nominated Subcontractor in writing,

The Employer shall be entitled to pay to such nominated Subcontractor direct, upon certificate of Engineer, all payments, less retentions, provided for in the nominated Subcontract, which the Contractor has failed to make to such nominated Subcontractor and to deduct by way of set-off the amount so paid by the Employer from any sums due or to become due from the Employer to the Contractor.

Provided that, where the Engineer has certified and the Employer has paid direct as aforesaid

,the Engineer shall, in issuing any further certificate in favor of the Contractor, deduct from the amount thereof the amount so paid, direct as aforesaid, but shall not withhold or delay issue of the certificate itself when due to be issued under the terms of contract.

~~3.d) JOINT VENTURE (JV) FIRMS~~

Joint Venture (JV) is not allowed in this tender

~~1. Joint Venture should be allowed only when the number of identifiable different works is more than one and/or the estimated cost of tender is more than Rs.100 Crores. JV shall also be allowed for complex technical work below Rs.100 Crores with the approval of concerned AMC 2. Separate identity/name shall be given to the Joint Venture firm.~~

~~3. Number of members in a JV firm shall not be more than three two (modified from GCC) in normal circumstances, if the work involves only one discipline (say Civil or Electrical). If number of members in JV is required to be more than three, then approval of concerned AMC needs to be sought.~~

~~4. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.~~

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

6. Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating

the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.

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

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

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

10. Approval for change of constitution of JV firm shall be at the sole discretion of the MCGM. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.

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

12. On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.

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

13.1 Joint and several liability – The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (MCGM) for execution of the project in accordance with General and Special conditions of the contract. The JV members

shall also be liable jointly and severally for the loss, damages caused to the MCGM during the course of execution of the contract or due to no execution of the contract or part thereof.

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

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

13.4 Authorized Member -Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm. No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer in respect of the said tender/contract.

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

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

14.1.1 Notary certified copy of the Partnership Deed,

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

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

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

14.2.1 Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.

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

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

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

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

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

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

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

~~document.~~

~~OR~~

~~In case of composite works (e.g. works involving more than one distinct component such as Civil Engineering works, M&E works, Electrical works, etc. and in the case of major bridges, substructure and superstructure etc.), atleast one member should have satisfactorily completed 35% of the value of any one component of the project work so as to cover all the components of project work or any member having satisfactorily completed 35% of the value of work of each component during last seven financial years. In such cases, what constitutes a component in a composite work shall be clearly defined as part of the tender condition without any ambiguity. Financial eligibility criteria: The contractual payments received by the JV firm or the arithmetic sum of contractual payments received by all the members of JV firm in any one of the previous three financial years and shall be at least 100% of the estimated value of the work as mentioned in the tender. GCC clause modified as under:- The contractual payments received by the JV firm or the arithmetic sum of contractual payments received by all the members of JV firm in any one of the previous three financial years and shall be at least 30% (Lead JV member) of estimated value of the work as mentioned in the tender.~~

~~4. enter into liability against the company and/or do any other act on behalf of the company.~~

~~14.3.2 Copy of Memorandum and articles of Association of the Company.~~

~~14.3.3 Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.~~

~~14.4 All the members of the JV shall certify that they have not been black listed or debarred by MCGM from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members / partners.~~

~~14.5 Credentials & Qualifying criteria: Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfilment of the following criteria:~~

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

~~OR~~

~~In case of composite works (e.g. works involving more than one distinct component such as Civil Engineering works, M&E works, Electrical works, etc. and in the case of major bridges, substructure and superstructure etc.), atleast one member should have satisfactorily completed 35% of the value of any one component of the project work so as to cover all the components of project work or any member having satisfactorily completed 35% of the value of work of each component during last seven financial years.~~

~~In such cases, what constitutes a component in a composite work shall be clearly defined as part of the tender condition without any ambiguity. Financial eligibility criteria: The contractual payments received by the JV firm or the arithmetic sum of contractual payments received by all the members of JV firm in any one of the previous three financial years and shall be at least 100% of the estimated value of the work as mentioned in the tender. GCC clause modified as under:- The contractual payments received by the JV firm or the arithmetic sum of contractual payments received by all the members of JV firm in any one of the previous three financial years and shall be at least 30% (Lead JV member) of estimated value of the work as mentioned in the tender.~~

4. Contract Documents

4.a) Language/s:

The language of the Contract shall be English and all correspondence, drawings etc. shall conform to the English language.

4.b) Contract Documents:

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) Conditions of contract-Part-II: Conditions of Particular Application.

6) Conditions of Contract-Part I :General Condition

7) The priced bill of Quantities:

8) The Specification:

9) Detailed Engineering Drawings

10) GCC

11) All correspondence documents between bidder and MCGM.

4.c) Custody of Drawings:

i. Custody of drawings: The Drawings shall remain in the sole custody of Engineer, but two copies thereof, shall be furnished to the Contractor free of charge. The Contractor shall provide and made at his own expense any further copies required by himand the Engineer for the bonafide cause. At the completion of the Contract, the Contractor shall return to the Engineer all drawings provided under the Contract.

ii. One copy of drawing to be kept on site: One copy of the drawings, furnished to the Contractors as aforesaid, shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other persons authorized by the Engineer in writing.

iii. Disruption of Progress: The Contractor shall give written notice to the Engineer whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order, including a direction, instruction or approval, is issued by the Engineer within reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

iv. Delays and Cost of delay of drawings: If by reason of any failure or inability of the Engineer to issue within a time reasonable in all the circumstances any drawing or order requested by the Contractor in accordance with the sub-clause(iii) of this condition the Contractor suffers delay and / or incurs cost then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under sub-clause (d) of Clause 8 hereof and the Contractor shall be paid the amount of such cost as shall be reasonable.

v. Failure to submit Drawings by Contractor: If the failure or the inability of the Engineer to issue any drawings or instructions is caused in whole or in part by the failure of the Contractor to submit specification or drawings or other documents which is required to

submit under the contract, the Engineer shall take such failure by the contractor into account when making his determination in accordance with condition 4c(iv)hereof.

vi. 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 and 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 of the works.

4.d) Engineer to have power to issue further drawings or instructions:

The Engineer shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the Engineer may also alter or vary the levels or position of nature of works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided under condition no.10(a) hereinafter.

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

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

4.eDiscrepancies in drawings or specifications:

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and special conditions in preference to general conditions. The preference of documents will be as per condition 4(b). Should any discrepancies, however, appear, or should any misunderstanding arise as to the meaning and import of the said specifications or drawings, or as to the dimensions or the quality of the materials or the due and proper execution of the Works, or as to the measurement or quality and valuation of the Works, or as to the measurement or quality and valuation of the Works execution under this Contract, or as extra thereupon the same shall be explained by the Engineer, and his explanation shall, subject to the final decision of the Commissioner in case a reference be made to him under condition no.13(d) be binding upon the Contractor and Contractor shall execute the Works according to such explanation (subject to aforesaid) and shall also do all such Works and required things as may be necessary for the proper completion of Works as implied by the drawings and specifications, even though such Works and things are not specifically shown and described in the said drawings and specifications.

Provided always that if in the opinion of the Engineer compliance with any such instructions shall involve the Contractor in any expenses which by reason of any such ambiguity or

discrepancy, the Contractor did not and had reasons not to anticipate the extra charges if any shall be paid in accordance with conditions 10(a).

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.

4f.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.

4g. Subsequent Legislation:

If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, other than under Clause 10 in the execution of contract, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of MCGM 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. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already taken into account in the indexing of any inputs to the Price Adjustment Formulae in accordance with the provisions of Clause 10 b.

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

4h) Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of issue of letter of acceptance.

Obligation of MCGM

i. The concerned department shall submit the contract which is verified by Accounts department, to Municipal Secretary Office for common seal in 45 days from the receipt of those papers in the office

ii. Municipal Secretary office will complete the process of affixing common seal in next 30 days.

iii. If the contractor has complied with all the contractual obligations and the contract verified by the accounts department and forwarded to Municipal Secretary office for affixing common seal. It shall be treated as deem executed after 30 days of submission and no payment shall be withheld for want of contractual obligations.

4i) 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 deem 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.

4j. The limit for unforeseen claims

Under no circumstances whatever the contractor shall be entitled to any compensation from MCGM 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.

5. General Obligations of Contractor

5.a) Inspection of site and sufficiency of tender:

- The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the hydrological and climatic conditions.
- The Employer shall make available to the Contractor data on hydrological and sub-surface conditions as obtained by or on his behalf from investigations relevant to the works but the Contractor shall be responsible for his own interpretation thereof.

The contractor shall engage his investigating agency with prior approval of the Engineer from the approved list of such agencies by MCGM or Govt at his cost initially before commencing actual work and which shall be reimbursed immediately subject to satisfaction of the Engineer for faithful compliance and submission of required data regarding such investigation within specified time.

- 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.
- 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 under Clause 8 (f) 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 costings shall be got approved by the competent authority as governed vide rules prevailing with authority.

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

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

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

The Contractor shall at his own cost and to satisfaction of the Engineer provide a temporary office at the work-site which will include tables, chairs and lockers for keeping the records. He shall also make necessary arrangements for drinking water, latrines, with doors, windows, locks, bolts and fastenings sufficient for security for the Engineer, and his subordinates, as close to the works from time to time in progress as can be conveniently arranged, and shall at his own cost furnish the office with such chairs, tables, lockers, locks and fastenings as may be required by the Engineer, and no expense of any kind in connection with the erection or upkeep of the offices or fittings shall be borne by the Corporation, but all such work shall be carried out by the Contractor and the expenses thereof defrayed by him. The Contractor shall also make water connections and fit up stand pipe with a bib tap at each office. The latrines and the water connections shall be subject to all the conditions herein elsewhere laid down for temporary water connection and latrines generally with all requisite equipments for e-governance and electronic and digital communication. These offices are not to be allowed on public roads without the written

instruction of the Engineer. These offices should be preferably located within 50 to 500 m of the worksite. In case the office is more than 500m away from the worksite, the contractor is to provide conveyance. Also, for staff working beyond working hours the contractor has to provide conveyance.

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

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

5.e) Works to be carried out:

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the schedule of works / items / quantities, and the Bills of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in, return or empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

5 f) Security Deposit:

The security deposit shall mean and comprising of I) Contract Deposit and II) Retention Money.

5.f.i) Contract Deposit – The successful tenderer, hereinafter referred to as the contractor, shall pay an amount equal to Two (2) percent of the contract sum shall be paid within thirty days from the date of issue of letter of acceptance or on handover of vacant site/plot or commencement of work at site whichever is later in the form of D.D./BG

5.f.ii) Retention Money – The contractor shall pay the retention money an amount equal to five (5) percent of the contract sum which will be recovered from the contractors every bill i.e. interim/running/final bill. The clause of retention money will not be applicable M.&E. works.

5.f.iii) Additional Security Deposit

The additional security deposit will be applicable when a rebate of more than of 12 % at the rate of with no maximum limit. The ASD is calculated as follows:

Additional security deposit = (X) x office estimated cost, Where X=percentage rebate quoted above 12%

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

5.f.iv) Performance Guarantee

The successful tender, here after referred to as the contractor shall pay in the form of "Performance Guarantee" at 1% of Contract Sum.

Offer	PG Applicable %
For Premium, at par and rebate less than 12%	PG = 1% x contract sum applicable for rebate of 12%
For offer below rebate of 12%	PG = {1% x contract sum applicable for rebate of 12%}+(X)x contract sum where X = Percentage rebate quoted more than 12%

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

The PG shall be paid in one the following forms.

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

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

III) Government securities

IV) Fixed Deposit Receipts (FDR) of a Schedule Bank.

V) An electronically issued irrevocable bank guarantee bond of any Schedule bank or f in the prescribed form given in Annexure.

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

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

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

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

5.f.v) Refund of Security Deposit

I. Refund of Contract Deposit

The Contract Deposit shall be released within 30 days after completion of 3rd year of DLP (in case of 3 years DLP) and after issue of 'Defect Liability Certificate' (in case of 1 or 2 or 3 years DLP) subject to no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor.

II. Refund of Retention Money

One-half (50%)of the Retention Money shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works. In the event the Engineer issues a Taking-over Certificate for a section or part of the Permanent Works, only such proposition thereof as the Engineer determines (having regard to the relative value of such section or part of the Works) shall be considered by the Engineer for payment to the Contractor.

The balance Retention Money shall be released within 30 days after completion of 3rd year of DLP (in case of 5 years DLP) and after issue of 'Defect Liability Certificate' (in case of 1 or 2 or 3 years DLP) provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. In the event of different Defects Liability Periods have

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

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

III. Refund of Additional Security Deposit

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

IV. Refund of Performance Guarantee (Tender clause modified from General Conditions of Contract and the same will prevail over General Conditions of Contract)

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

a) Time of Refund for works having 3 years DLP

Deposits refunded after completion	After 3 yrs of DLP	After Completion of DLP
ASD + 50% of RM	CD+50% of RM+PG	Additional P.G. for O & M works Bidder 25 Lakh + OEM 25 Lakh

b) Refunds: - Time of refund for works having 5 years DLP.

Time of refund of Performance Guarantee.

DLP	Percentage refund	Cumulative refund in percentage
After 3rd year of completion	70%	70%
After 5th year	30%	100% + PG

*Note:

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

b. It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period in the tender & in case of its expiry it will 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 up to Virar & Kalyan. List of approved Banks is appended at the end of Instructions to Bidders (ITB). The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is

countersigned by the Manager of a Regional Branch of the same bank within the Mumbai City Limit categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank itself in case of default by the Contractors furnishing the Bank Guarantee. The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

5.f.vi.) Cost of Securities: The cost of complying with the requirements of clause 5f(i), 5f(ii) and 5f(iii) and 5f(iv) shall be borne by the Contractor.

5.(f)(vii) Action when whole of security deposit is forfeited:

In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by instalments or in the case of abandonment of the work owning to serious illness or death of the contractor or any other cause, the Engineer on behalf of the Municipal Commissioner shall have power to adopt any of the following process, as he may deem best suited to the interest of MCGM -

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

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

5.f.(viii) Contract may be rescinded and security deposit forfeited for bribing a public officer or if contractor becomes insolvent

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of MCGM/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 MCGM and the same consequences shall ensure as if the contract had been rescinded under above clause 5.f.(vii) hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

5.f.(ix) For The Unsatisfactory Progress Of Any Particular Portion Of The Work:

If the progress of any particular portion of the work is unsatisfactory, the Executive Engineer shall not withstanding that the general progress of the work is in accordance with the conditions mentioned in the *appropriate clause* be entitled to take action for forfeiture of security deposit after giving the contractor 10 days notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

5.g) Levels:

All levels referred to in connection with these works are based on the plane known as the Mumbai Town Hall Datum (T.H.D).

5.h) Use of Municipal Land:

i. The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of site until instructed to do so by the Engineer in writing. The portion of the site to be occupied by the Contractor shall be defined and / or marked on the site plan, failing which these shall be indicated by the Engineer and the Contractor shall on no account be allowed to extend his operations beyond these areas. The Contractor will be allowed to use such land, free of charge, for the purpose of sheds, offices thereon for themselves and for the Engineer and his subordinates and shall remove the same from the ground on the completion of the works, or when required to do so, by the Engineer after receiving 7 days' notice. He shall make good any damage which may have been done and restore to good condition anything which may have been disturbed during the period of his occupation. The contractor shall be allowed to use the land for labour employed on the job for emergency situation

He shall not use or allow to be used any such ground, sheds or offices, or any portion of the site of the works, for any other purpose than the carrying out of works under this Contract. In the event of there being on plot or ground or insufficiency of ground belonging to the Corporation available for the above purpose, the Contractor shall provide other such ground at his own cost. The Contractor shall in any case pay all taxes which may have to be paid in respect of all ground, sheds or offices used as above, and all the license fees, etc. that may be used as above, and all the license fees, etc. that may be demanded for the storage or otherwise of the various articles as per rules in force. The Contractor shall

provide, if necessary or if required on the site all temporary accesses thereto and shall later, adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and make good all damage done to the site.

ii) Save in so far as the Contract may prescribe:

(a) The extent of portions of the site of which the Contractor is to be given possession from time to time.

(b) The order in which such portions shall be made available to the Contractor.

(c) And, subject to any requirement in the contract as to the order in which the Works shall be executed, the Employer will, with the Engineer's notice to commence the Works, give to the Contractor possession of so much of the site and

(d) Such access as, in accordance with the Contract, is to be provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the program referred to in Clause 8h if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer make. The Employer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with such program or proposals, as the case may be.

iii) Failure to give possession: If the Contractor suffers delay and / or incurs costs from failure on the part of the Employer to given possession in accordance with the terms of Sub Clause 5h, the Engineer shall determine :

(a) any extension of time to which the Contractor is entitled under Clause 8d and

(b) The amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly.

5.i) Water Supply for Municipal Work.:

Water made available to the Contractor from either nearest municipal main or other municipal source of lakes or wells shall be charged to the contractors as per prevailing water charges.

The Contractor will have to make his own arrangements to get at his cost necessary water connection from the Municipal mains, if available. It is, however, agreed that if in the opinion of the Hydraulic Engineer, water is used improperly or wasted, the Hydraulic Engineer may cause the un-metered supply of water to be discontinued and the water will be supplied to the Contractor through a metered connection. He will be charged at the prevailing rates for the quantity of water which in the opinion of the Hydraulic Engineer, has been used in excess of a reasonable quantity required to be used on that work.

The Contractors will be charged for all the cost connected with taking any connections with the mains that may be required for the purpose of the work, and for afterwards cutting off such connections, besides the usual Municipal charges for the use of the meters, if any, fixed by the water department in case of improper use or wastage of water. In the event of the meter getting damaged, or found to be out of order, inaccurate or tampered with, the excess quantity of water chargeable due to misuse will be assessed on the discharging capacity of the water connection.

In case the Contractor finds the water supply to be inadequate for the construction of the work, the balance quantity of water shall be procured by the contractor and the cost of procuring, pumping and conveyance of the balance quantity of water shall be entirely borne by the contractor.

In case municipal water mains are not available nearby, contractors attention is invited to Clause 5 given here before. In such cases, the contractor shall have to make his own arrangements for procuring, pumping and conveyance of water at his cost.

The Contractor may be allowed to use water from the Municipal hydrants subject to such terms and conditions as shall be laid down by the Hydraulic Engineer. The payment for use of water from municipal hydrants shall be entirely borne by the Contractors.

The Engineer may, however, allow use of water from other sources, viz. lakes, wells, etc. for construction purposes only in consultation with the Hydraulic Engineer provided such permission is requested sufficiently in advance. In all these cases the Contractor shall have to make his own arrangements for pumping and conveyance of water. The payment for use of water from such sources shall also be entirely borne by the Contractor.

5j.Pumping out Water.:

The Contractor will be required to provide and work at his own cost all pumps, engines and machinery requisite to keep the trenches for the sewer, drains or foundations and all other excavations clear of water, whether subsoil water, storm waste or leakage from tanks, wells, drains, sewers, water mains, tide water etc. so that there may be no accumulation of such water and no setting out may be done, no masonry may be laid, no concrete deposited, no joints made and no measurements taken in water. The pumping shall be continued so long after the execution of any portion of the Work as the Engineer may consider necessary for the work to set. For the purpose of keeping the excavations as dry as possible the work would, if necessary be divided into sections or separate portions as per best engineering practices and temporary dams will have to be put up by the Contractor, sumps for the suction pipes to work in, will have to be excavated by the Contractor at such distances apart and to such depths as the as per best engineering practices. When the work progresses other sumps must, from time to time, be

excavated by the Contractor, disused sumps being filled up by him with dry rubble carefully hand packed to the satisfaction of the Engineer. The Contractor will not be paid extra for any temporary dams or sumps or their removal or refilling nor will such works be taken into measurement in any way, unless otherwise provided.

The Contractor shall not allow any accumulation of water either from the Discharge of his dewatering pumps or his water connections on site of his work. The Contractor shall make proper provision for leading the pumped discharge to the nearest water entrance, storm water drain, manholes, or water course by means of a wooden or G.I. channel or hose pipe. Under no circumstances the discharge will be allowed to flow, along a paved surface. If an accumulation is unavoidable, it shall be treated with insecticides to the satisfaction of the Engineer. In case of failure to do this on the part of Contractor such accumulation shall be treated by the Municipal Corporation at the risk and cost of the Contractor.

The contractors should note that under no circumstances any payment for pumping out water finding its way into trenches, hill cutting, excavated pits, works site etc. from whatever sources will be permissible unless otherwise specifically in the tender.

5k.Contractors' staff:

The Contractor shall employ in and about the execution of works only such persons as are skilled and are experienced in their several trades and the Engineer shall be at liberty to object to and require the Contractor to remove from the works any person, employed by the Contractor in or about the execution of the works, who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer.

5l.Contractors' Supervision:

The Contractor shall himself supervise the execution of works or shall appoint qualified personnel with prior approval by the Engineer to act in his stead. If, in the opinion of the Engineer the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the Contractor shall at his own expense, employ as his accredited agent an Engineer or a suitably qualified and

experienced person approved by the Engineer. The name of the agent so appointed, along with the qualifications, experience and address shall be communicated to the Engineer. The agent shall be a responsible person adequately authorized by the Contractor to take decision on site and to spend money if required for procuring material and labour etc. to carry out emergency works in the interest of the contract Work, if so required by the Engineer. Orders given to Contractor's agent shall be considered to have the same force as if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Engineer, the Engineer shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works. If approval of the representative is withdrawn by the Engineer, the contractor shall, as soon as practicable, having regard to the requirement of replacing him as hereinafter mentioned. He, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on Works in any capacity and shall replace him by another representative approved by the Engineer.

5m.Setting out the works:

The Engineer shall supply dimensioned drawings, level and other information necessary to enable the Contractor to set out the works. The Contractor shall provide all setting out apparatus at his own cost, such as leveling instruments in good working condition and appliances, all pegs, ranging rods, long measuring rods, marked meters, and decimeters and each meter and decimeter numbered, posts and sight-rails, boning rods, moulds, templates, etc. together with any reasonable number of laborers that may be required and set out the work and be responsible for the accuracy of the same in relation to original points, lines and levels of reference given by the Engineer in writing The Contractor shall amend at his own cost and to the satisfaction of the Engineer any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer, in which case the cost of rectification shall be borne by the Municipal Corporation. The Contractor shall protect and preserve all bench marks used in setting out the works till the end of Defects Liability period unless the Engineer directs its early removal. The Contractor should also be keep leveling instrument in good working condition throughout the period of construction work on site.

5n.Precautions for works in thorough-fares:

a) While the execution of any work is in progress in any street or thoroughfare the Contractor at his own cost shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare, and for any drainage, water supply, or means of lighting or any other utility service which may be interrupted by reason of execution of the work. Whenever it may be necessary to stop the traffic in any street or thoroughfare permission must first be obtained from the Engineer and the Contractor shall then put up such barriers and adopt such other measures or take precautions as may be necessary or as the Engineer may direct for regulation of traffic. The work shall in such cases be executed night and day or for as long a period as practicable if so ordered by the Engineer, and with such speed and vigour as he may require, so that the traffic may be impeded for as short a time as possible. The Contractor shall remove the barriers as soon as the necessity for them has ceased. Care shall be taken by the Contractor to cause the least possible obstruction to traffic during the progress of the work.

b) The contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes from the site from being damaged or injured by any traffic of the contractor or any of his subcontractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from moving of materials, Plant, Contractor's equipment or Temporary works from and to the site shall be limited, as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such roads and bridges.

Save in so far as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the site to facilitate the movement of Contractors equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge caused by such movement; including

such claims as may be made directly against the employer, and shall negotiate and pay all claims arising safely out of such damage.

If it is found necessary for the Contractor to move one or more loads of heavy constructional equipment, materials or pre-constructed units or parts of units of work over roads, highways, bridges on which such oversized and overweight items are not normally allowed to be moved, the Contractor shall obtain prior permission from the concerned authorities. Payments for complying with the requirements, if any, for protection of or strengthening of the roads, highways or bridges shall be included in his contract price.

Where the nature of Works is such as to require the use by the Contractor of waterborne transport the forgoing provisions of this Clause shall be construed as though "road included a lock, dock, sea wall or other structure related to waterway and "vehicle" included craft and shall have effect accordingly. Any non-compliance to these precautions will attract penalties as per condition 14 (a).

5o.Maintenance of underground utility services:

All the underground utility services such as water pipes, gas pipes, drains, sewers, cables, etc. which may be met up in or about any excavation, shall if the Engineer deem it practicable, be properly maintained and protected by the Contractor himself or through other agency by means of shoring, strutting, planking over, padding or otherwise as directed by the Engineer during the progress of the work without claiming any extra charges. Any damage to these underground utility services shall be immediately remedied by the Contractor or by other agency at its own cost, failing which the Engineer may with or without notice adopt such measures as he may deem necessary at the risk and cost of the Contractor.

If on the other hand, the Engineer considers it impracticable for the Contractor to maintain any such underground utility services and that the exigencies of the work necessitate, the breaking down, removal or diversion of the said utility services, the cost of such breaking down, removal or diversion including that of rebuilding, replacing, diverting and reinstating of any such utility services shall be paid to the Contractor if done by him. However, the cost of providing pumps, chutes or other appliances as the Engineer may direct for the raising or temporary passage of the water or sewage and the cost of pumping out or removing as often as the Engineer may direct, any water or sewage which may escape from any such underground utility services, shall be borne by the Contractor.

5p.Fencing, watching and lighting:

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or as required by the Engineer for the protection of the safety and convenience of those employed on the works or the public. In the event of failure on the part of the Contractor, the Engineer may with or without notice to the Contractor put up a fence or improve a fence already put up or provide and / or improve the lighting or adopt such other measures as he may deem necessary, and all the cost of such procedures as may be adopted by the Engineer shall be borne by the Contractor. In addition the Engineer may impose such fines or penalty as the Engineer may deem reasonable, under Clause 14a.

5q.Treasure Trove Fossils etc:

All fossils, coins, articles of value or antiquity and structural and other remains things of geological or archaeological interest discovered in or upon the site shall be absolute property

of the Municipal Corporation and the Contractor shall duly preserve them and shall take precautions to prevent his workmen or any other person from removing or damaging any such articles or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer with such discovery and shall from time to time deliver the same to such person or persons as the Engineer may from time to time appoint to receive the same at the expense of the Corporation.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archeological interest discovered in the Site shall, as between the Employer and the Contractor, be deemed to be absolute property of the Employer. The Contractor, shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Engineer of such discovery and carry out the Engineer's instruction for dealing with the same. If by any reason of such instructions, the Contractor suffer delay and/or incurs costs then the Engineer shall, after due consultation with the Employer, determine:

(a) any extension of time to which the Contractor is entitled under clause 8(d), and

(b) the amount of such costs, which shall be added to the Contract Price, and shall notify the contractor accordingly, with a copy to Employer.

Materials of any kind obtained from excavation of the site shall remain the property of the Municipal Corporation and shall be disposed off as the Engineer may direct.

5r.Protection of trees:

Trees designated by the Engineer shall be protected from damage during the course of the work and earth level within one meter of each such tree shall not be changed. Where necessary, such trees shall be protected by temporary fencing. All such cost shall be borne by the Contractor.

5s.Contractor to preserve peace:

The Contractor shall at all times during the progress of the work take all requisite precaution and use his best endeavors for preventing any riotous or unlawful behavior by or amongst the workers and other employed on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works. He shall also pay the charges of such special police (if any) as the Engineer may deem necessary.

5t.Sanitation:

The Contractor shall, at his own cost, make all necessary provisions for health and safety of his work-people. He shall, when required by the Engineer, provide proper latrines and urinals to the satisfaction of the Engineer in such numbers and in such localities as he may require, and shall take all steps necessary to compel his work-people to resort to such latrines and urinals, and shall dismiss from his employ and remove from the works any one detected obeying the calls of nature in any place, other than the conveniences allotted for such purposes. The said latrines shall be under the superintendence and orders of the Engineer or his subordinates, and shall be served with Municipal Halalkhore service. The Contractor shall, on no account, allow any huts to be erected on Municipal property unless otherwise permitted by the Engineer in writing, to be inhabited after sunset by anyone except the watchmen required for the Works, and none of his employees, except such watchmen as aforesaid, shall sleep at night on any part of the Works. In case of any offence committed by any of the staff/workers or employees of the Contractor against any of the provisions of this condition the Contractor shall be liable to a penalty not exceeding Rupees Ten thousand per day for every such offense and the same shall be charged to the amount of the Contractor.

If the works are situated outside the limits of Greater Mumbai, rules and regulations of the local authority shall be made applicable to the Contractors and all the cost and any local

taxes thereof shall be borne by the Contractor.

5.Safety Provisions:

The Contractor shall at his own expense arrange for the safety provisions indicated in Annexure 'C' or as required by the Engineer, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer shall be entitled to do so and recover the costs thereof from the Contractor.

5.v) Provision of first aid.:

The Contractor shall at his own cost provide and maintain at the site of works a standard first aid box as directed and approved by the Engineer for the use of his own as well as the Municipal Staff on site.

5.w)Apprentices :

The Contractor shall during the term of this agreement maintain as a part of his organization a system of apprenticeship for training craftsmen, as may be approved by the Engineer. Failure on the part of the Contractor to observe the stipulations of this condition shall be deemed to be a failure to employ a sufficient number of proper and efficient workmen within the meaning of Clause 2b and all the rights and remedies of the Commissioner therein provided including the power to determine the Contract shall be applicable in such case. The Contractor shall duly comply with provisions of the Apprentice Act (1961); failure or neglect to which he shall be subject to all liabilities and penalties provided by the said Act and Rules

5.x) Storage of Explosives:

The Contractor shall obtain the previous permission of the competent authority such as the Chief of Fire Services for the site, manner and method of storing explosives near the site of work. All handling of explosives, including storage, transport shall be carried out under the rules approved by The Petroleum and Explosives Safety Organization (PESO) formerly Department of Explosives, Nagpur.

5.y) Contractor's other liabilities & Insurance:

From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Municipal Tools and Plants from any cause whatsoever (Save and except Expected Risks) and shall at his own cost repair and make good the same so that at completion, the works and all Municipal Tools and Plants shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer.

In the event of any loss or damage to the works or any part thereof or to any Tool and Plant or to any material or article at the site from any of the Expected Risks of the following provisions shall have effect.

a. The Contractor shall as may be directed in writing by the Engineer, remove from the site any debris and so much of the works as shall have been damaged, taking to the Municipal Stores such Municipal Tools & Plants articles and / or materials as may be directed.
b. The Contractor shall, as may be directed in writing by the Engineer, proceed with the erection and completion of the works in accordance with the provisions and conditions of the Contract.
c. There will be added to the Contract price the net amount due, ascertained in the same manner as per deviations, or as prescribed for payment, in respect of the re-execution

of the works lost or damaged, the replacement of any Tools and Plants and of any materials and articles lost or damaged but not incorporated in the Works on the day when the loss or damage occurred and removal, by the Contractor as provided above of Municipal Tools and Plants, articles and / or materials to the municipal stores and of the debris and damaged works referred to therein.

Before commencing execution of the work, the Contractors shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage loss or injury which may occur to any property (Private, Government and / or Municipal) or to any person (including any employee of the Municipal Corporation) by or arising out of the contract.

"All insurances to be affected by the Contractors and / or his sub-contractors shall be taken out with Directorate of Insurance, Maharashtra State only". In case, however, a particular aspect is not covered under the policy to be obtained from the Directorate of Insurance, Maharashtra State, the Contractor will be allowed to have such insurance from other insurance company with the prior permission of the Commissioner.

If required by the Engineer, the Contractor shall, without limiting the obligations and responsibilities under this condition insure that work (from commencement to completion) the Municipal Tools and Plants hired by the Contractor and all materials at site at their full value against the risk of loss or damage from whatever cause arising, other than that of the Excepted Risks. The said insurance shall be in the joint names of the Commissioner and the Contractor, and the Contractor shall deposit with the Commissioner the said policy or policies along with the receipts for premium of such insurance from time to time. All moneys payable by the insurers under such policy or policies shall be recovered by the Municipal Corporation and shall be paid to the Contractor in installments by the Commissioner for the purpose of rebuilding or replacement or repair of the works and or goods destroyed or damaged as the case may be.

If the Contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the Contractor, in favor of the Municipal Corporation; provided, however, if any amount is payable under the policy by the insurers in respect of Works other than the works under this Contract the same maybe recovered by the Contractor directly from the insurers.

PROVIDED always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as have been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

Where a Municipal Building part thereof is rented by the contractor or is allowed to be used by him he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature as to which the decision of the Engineer shall be final and binding.

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

PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to the Municipal Corporation against any compensation or damage caused by the Expected Risks.

The Contractor shall at all times indemnify the Municipal Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act 1948, Employers Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Dispute Act 1947, Indian Factories Act 1948 and Maternity Benefit Act 1961 or any modifications thereof and rules made there under from time to time or as a consequence

or any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury have resulted from any act of the Municipal Corporation, their agents or servants and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim without limiting his obligations and liabilities as above provided. The Contractor shall insure against all claims damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto. Third party policy should be valid till the end of contractual obligation of contractor for reasons attributable to the scope of work of contractor.

The aforesaid insurance policies shall provide that they shall not be canceled till the Commissioner has agreed to their cancellations.

The Contractor shall prove to the Commissioner from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the Defects Liability Period after completion of work for a period not exceeding 12 Months as per directives of Directorate of Insurance, Maharashtra State.

The Contractor shall ensure that similar insurance policies are taken out by his sub-Contractors (if any) and shall be responsible for any claims or losses to the Municipal Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his Sub-Contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Commissioner.

If the Contractor and / or his sub-Contractors (if any) shall fail to effect and keep in force the insurance referred above for any other insurance which he / they may require to effect under the terms of Contract then and in any such case the Commissioner may without being bound to effect and keep in force any such insurance and pay premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Municipal Corporation plus 20 percent of premium or permit amount as service charges from any money due or which may become due to the Contractor or recover the same as debt from the Contractor. All insurances to be effected by the contractor and / or his sub-contractor shall be taken out only with the insurance Company or companies approved by the Municipal Commissioner.

The Contractors shall conform in all respects, including, by the giving of all notices and the paying with all the fees, with the provision of:

(a) Any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and

(b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of such provision. Provided always that the employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor.

5.z) Changes in constitution: Where the contractor is a partnership firm, the prior approval in writing of the Commissioner shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership form would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been

assigned in contravention of the condition no.13 g hereof and the same action may be taken and the same consequences shall ensure as provided for in the said condition.

5.aa) Facilities to the other Contractors :

The contractor shall, in accordance with the requirements of the Engineer, afford all reasonable facilities to other Contractors engaged contemporaneously on separate Contracts in connection with the Works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any Contract which the Municipal Corporation may enter into in connection with or ancillary to the Works.

5.ab)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.

5.ac) Production of Vouchers:

The Contractor shall, produce all quotations, invoices vouchers and accounts or receipt etc. to prove that the materials supplied by him are in conformity with the specifications laid down in the Contract and the same are brought to the site and utilized on the said works.

5.ad) Employment of local personnel:

The contractor is encouraged to the extent practicable and reasonable to employ staff and labour with appropriate qualifications from locally or within India available man power.

5.ae) Personnel:

The Contractor shall employ the key personnel named in the schedule of key personnel (annexure E) or other personnel approved by the Engineer to carry out the functions. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

5. af) Contractor to keep site clear / Clearance of site after completion of works

i) Upon the issue of any Taking over certificate the Contractor shall clear away and remove from that part of the site to which such Taking-over Certificate relates all contractor's equipment, surplus materials, rubbish and temporary works of every kind, and leave such part of the site and works clean and in a workman like condition to the satisfaction of the Engineer. If the contractor does not clear the site within 15 days all material will be confiscated and no compensation shall be paid and the site will be cleared at risk and cost of the Contractor. A penalty of minimum Rs5000/ per day per site on part thereof shall be levied on the contractor till the requirements of this clause are complied with satisfaction of the Engineer.

ii)Contractor shall ensure that all vehicles leaving the site shall be cleared adequately to avoid spreading of dirt, dust and mud in the surrounding premises. Also, no material carried in the vehicle shall be allowed to spill material over the sides on the roads, pavement, etc. Any non- compliance will attract penalty as per condition number 14a.

5. ag) Clearance of site after completion of works

i) Upon the issue of any Taking over certificate the Contractor shall clear away and remove from that part of the site to which such Taking-over Certificate relates all contractor's equipment, surplus materials, rubbish and temporary works of every kind,

and leave such part of the site and works clean and in a workman like condition to the satisfaction of the Engineer. If the contractor does not clear the site within 15 days all material will be confiscated and no compensation shall be paid and the site will be cleared at risk and cost of the Contractor.

6.Labour:

6.a) Employment of labour:

i) The Contractor shall employ the labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship, of the degree specified in the Contract and to the satisfaction of the Engineer. The Contractor shall not employ in connection with the Work any child who has not completed his 15th year of age. He shall also not employ an adolescent who has not completed his 18th year unless he is certified fit for work as an adult as prescribed under clause (b) of sub-section (2) of section 69 of the Factories Act, 1948.

The Contractor shall also see that all the provisions regarding employment of yond persons covered by the Employment of Children Act, 1933 and the Factories Act, 1948 as amended from time to time shall be fully complied with. The Contractor shall also see that the provisions set for under the Minimum Wages Act and contract regulation and abolition Act, 1970 with the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971 as amended from time to time are fully complied with by him and shall maintain necessary registers and records for payment of wages, overtime, etc. made to his workmen as required by the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorized person appointed by the Central or State Government.

The Contractor shall make his own arrangement for the engagement of all labour local or otherwise.

The Contractor shall be encouraged to employ, to the extent practicable and reasonable, staff and labour from sources within India.

The Contractor shall indemnify the Municipal Corporation or any agent, servant or employee of Municipal Corporation for any lapses on the part of contractor on account of non-compliance of above referred acts.

ii) Supply of Water : The Contractor shall having regard to local conditions, provide on the site, to the satisfaction of the Engineer's representative, an adequate supply of drinking and other water for the use of Contractor's staff and work people.

iii) Alcoholic Liquor or drugs:The Contractor shall not otherwise than in accordance with statutes, ordinances and Government regulation or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importations, sale, gift, barter or disposal of his sub-contractor, agents or employees.

i) Arms and Ammunitions:The Contractor shall not give, barter or otherwise dispose off to any person or persons, any arms or ammunitions of any kind or permit or suffer the same as aforesaid.

ii) Festivals and Religious Custom.The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and customs religious or other customs.

iii) Epidemics In the event of any out-break of illness of an epidemic nature the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

iv) Disorderly conducts etc: The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preparation of peace and protection of persons and property in

the neighborhood of the works against the same.

v) Observance by Sub-contractorsThe Contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.

vi)Return of Labour etc: The Contractor shall, if required by the Engineer, deliver this to the Engineer's Representative, or office, a return in detail in such form and at such intervals as Engineer may prescribe showing supervisory staff and the number of the several class of labour from time to time employed by the Contractor on the Site and such information respecting constructional plant as the Engineer's representative may require.

vii) Safety EngineerThe Contractor shall have on his staff at the Site an officer whose sole task shall be to deal with matters regarding the safety and protection against accidents of all staff, labour and Contractor's Equipment. This officer shall be qualified for this work and shall have the authority to issue instructions and shall take protective measures to prevent accidents.

viii) Burial or Cremation of the Dead The Contractor shall make all necessary arrangements for the transport, to any place as required for burial or cremation, of any of his expatriate employees or members of their families who may die in India. The Contractor shall also be responsible to the extent required by the local regulations, for making any arrangements with regard to burial or cremation of any of his local employed who may die while engaged upon the Works.

ix) Work Permits for Foreign Personnel The Government of India maintains a system of strict regulations concerning the employment and residence of foreign personnel in India.

x) Measures Against Insect and Pest Nuisance As soon as practicable after receipt of the Letter of Acceptance, the Contractor shall ascertain the current requirements of the regulations from the authorities concerned and shall ensure that such requirements are complied with in all respects.

iv)Repatriation of Labour The Contractor shall be responsible for the timely acquisition and subsequent maintenance of the necessary permits for all of his employees who are required to work and/or reside in India at any time during the course of the Contract. The Contractor shall further ensure that all Sub-Contractors employed by him comply with the forgoing requirements in respect of their employees

6.b) Compliance with Labour Regulation:

During compliance 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 State or Central Government or local authority and any other law (including rules), regulations, bye laws that may be issued under any labour law in future either by the Stage or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The provisions quoted are only indicative. The contractor should refer the latest labour regulations bye-laws etc. 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. The Employer is caused to pay or reimburse, such amounts as may be necessary to cause of observe, or for non-observance of the provisions stipulated in the notifications including amendments if any, on the part of the contractor, the Engineer / Employer 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.

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.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- Workman Compensation Act, 1923:

The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

- Payment of Gratuity Act, 1972:

Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of

15 days wages for every completed year of service. The act is applicable to all establishments employing 10 or more employees.

- Employees PF and Miscellaneous Provision Act, 1952:

The Act provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are –

- Pension or family pension on retirement or death as the case may be.
- Deposit linked insurance on the death in harness of the worker.
- Payment of PF accumulation on retirement / death, etc.

- Maternity Benefit Act, 1951:

Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

- Contract labour (Regulation and Abolition) Act, 1970:

The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the contractor fails to provide, the same are required to be provided by the Principal Employers by law. The principal employer is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishment or contractor of principle employer if they employ 20 or more contract labour.

- Minimum Wages Act, 1948:

The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the act if the employment is a scheduled employment Construction of buildings, roads, runways are scheduled employments.

- Payment of Wages Act, 1936:

It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

- Equal Remuneration Act, 1979:

The Act provides for payment of equal wages for work of equal nature to Male & Female workers and not for making discrimination against Female employees in the matters of transfers, training and promotions, etc.

- Payment of Bonus Act, 1965:

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 200% of wages to employees drawing Rs.35,000/- p.m. or less. The bonus to be paid to or employees getting Rs.2,500/- p.m. above upto 3,500/- p.m. shall be worked out by taking wages as Rs.2,500/- p.m. only. The act does not apply to certain establishments. The newly set up establishments are exempted or five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.

- Industrial Disputes Act, 1947:

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- Industrial Employment (Standing Orders) Act, 1946:

It is applicable to all establishments employing 1000 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying

down rules governing the conditions of employment by the employer or matters provided in the Act and get the same certified by the designated Authority.

- Trade Unions Act, 1926:

The Act lays down the procedure for registration of trade unions of workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.

- Child labour (prohibition and regulation) Act, 1986:

The Act prohibits employment of children below 14 years of age in certain occupation and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.

- Inter-State migrant Workmen's (Regulation of Employment and Conditions of Service) Act, 1979:

The Act is applicable to an establishment which employees 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

- The Building & other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Cess Act of 1996.

All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess at rate no exceeding 2% of the cost of construction as may be notified by the government. The employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as, Canteens, First-Aid facilities, ambulance, housing accommodation for workers near the workplace etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- The Factories Act, 1948:

The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

xvii) E.S.I.C. Act, 1948

The tenderer shall have valid registration certificate under E.S.I.C Act 1948, if the tenderer/bidder has less than 10(ten) or more than 20(twenty) Employee/persons on his establishment and work is carried out with the help of energy. This shall be submitted on undertaking on stamp paper of Rs.100/-.

6.c) Regulation Employment Welfare:

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

7.Materials, Plant and Workmanship

7.a) Plant and Equipment:

The Contractor shall arrange at his own expense all tools, plant and equipment required for execution of Works. If required by the Contractor and if available the Municipal Corporation may supply such of the tools, plant and equipment as are available, to the Contractor at the rates and terms to be specified by the Engineer. No tools, plant and equipment once brought to the work site shall be removed without the written permission or order of the Engineer, until he has certified the completion of the work.

If any Tools, Plants and equipment brought on site, are in the opinion of the Engineer inefficient, bad or of inferior quality or are unsuited for the Works then such tools, plant and equipment shall not be used on the Works but shall be removed by the Contractor at his own expense within twenty four hours after the service of a written order or notice from the Engineer to that effect and fresh tools, plant and equipment be substituted in lieu of that ordered to be removed by the Engineer. The Employer will use his best endeavors in assisting the Contractor,where required, in obtaining clearance through the Customs of Contractor's equipment, material and other things required for the Works but shall not be liable to the Contractor for any loss resulting from clearance being delayed or refused.

7.b) Use of Specification B.I.S.:

In case where no particular specification is given for any article to be used under the contract, the relevant specification, where on B.I.S. exists, of the Bureau of Indian Standards. (BIS 1200) shall apply.

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

7.c) Work to be open to Inspection and Contractor or Responsible agent to be presesnt:

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

The Engineer and any person authorized by him shall at all reasonable times have access to the site and to all workshops and places where materials or plant are being manufactured. Fabricated or prepared for the works and the contractor shall afford every

facility for and every assistance in obtaining the right to such access.

The Engineer shall be entitled, during manufacture, fabrication or preparation to inspect and test the material and plan to be supplied under the contract. If materials or plant are being manufactured, fabricated or prepared in workshops or places other than those of contractor, the contractor shall obtain permission for the Engineer to carry out such inspection and testing in those workshop or places. Such inspection or testing shall not release the Contractor from any obligation under the contract.

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer or his authorized representative when each stage is ready. In default of such notice, the Engineer shall be entitled to appraise the quality and extent thereof.

No work shall be covered up or put out of view without the approval of the Engineer or his authorized representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or out of view and for examination of foundation before permanent work is placed thereon.

The Contractor shall give due notice to the Engineer or his authorized representative whenever any such work or foundation is ready for examination and the Engineer or his representative shall without unreasonable delay, unless he consider it necessary and informs the contractor, in writing accordingly, attend for the purpose of examining and measuring such work or examining such foundations. In the event of the failure of the contractor to give such notice he shall, if required by the Engineer, uncover such work at the Contractor's expense.

The contractor shall agree with the Engineer on the time and place for the inspection or testing of any materials of plans as provided in the contract. The Engineer shall give the contractor reasonable advance notice of his intention to carry out the inspection or to attend the tests. If the Engineer, or his duly authorized representative, does not attend on the date agreed, the contractor may, unless otherwise instructed by the Engineer, proceed with the tests, which shall be deemed to have been made in the presence of the Engineer. The contractor shall forthwith forward to the Engineer duly certified copies of the test readings. If the Engineer has not attended the tests, he shall accept the said readings as correct.

If at the time and place agreed the materials or plant are not ready for inspection or testing or if, as a result of the inspection or testing referred to in this Clause, the Engineer determines that the materials or plant are defective or otherwise and not in accordance with the contract, he may reject the materials or plant and shall notify the Contractor thereof immediately. The notice shall state the Engineer's objections with reasons. The contractor shall then make good the defect or ensure that rejected materials or Plant comply with the contract. If the Engineer so requests, the tests of rejected materials or plant shall be made or repeated under the same terms and conditions. All costs incurred by the Employer by the repetition of the tests shall after due consultation with the Employer be determined by the Engineer and shall be recoverable from the contractor by the Employer and maybe deducted from any sums due or to become due to the contractor and the Engineer shall notify the contractor accordingly.

The Engineer shall have authority to issue instructions from time to time for (a) the removal from the site within such time or times as may be specified in the instruction of any materials or plant which is the opinion of the Engineer, are not in accordance with the contract. (b) the substitution of proper and suitable materials or plant and (c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any work which in respect of :

i) materials plant or workmanship or

ii) design by the contractor or for which he is responsible, is not, in the opinion of the Engineer, in accordance with the contract.

In case of default on the part of the contractor in carrying out such instruction within the time specified therein or, if non, within a reasonable time, the Employer shall be entitled to employer and a other persons to carry out the same and all costs consequent thereon or incidental shall, after due consultation with the Employer, be determined by the Engineer and shall be recoverable from the contractor by the Employer from any monies due or to become due to the contractor and the Engineer shall notify the contractor accordingly.

Departmental officers concerned with the works shall have powers to any time to inspect examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

The Engineer may delegate inspection and testing of materials or plant to an independent inspector. For this purpose such independent inspector shall be considered as an assistant of the Engineer. Notice of such appointment (not being less than 14 days) shall be given by the Engineer to the Contractor.

7.d) Uncovering and making good:

The Contractor shall uncover any part of the works and / or make opening in or through the same as the Engineer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer, if any such part has been covered up or put out of view after being approved by the Engineer and is subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering and / or making openings in or through, reinstating and making good the same shall be borne by the Corporation except in cases where uncovering etc is ordered by the Engineer as a reasonable consequence of previously detected defective work or its symptoms suggesting a failure to comply with the contract. In any other case all such expenses shall be borne by the Contractor.

7.d..i) Notice To Be Given Before Work Is Covered Up

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

7.e) Materials:

- Material to be provided by the Contractor:

All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, furnish proof to the satisfaction of the Engineer that the materials so comply. Contractor shall produce proof viz. challans, bills, vouchers, etc. so as to ensure that the material was brought on site and quantities used as per the norms, specifications, etc.

The Contractor shall, at his own expense and without delay, supply to the Engineer samples of materials proposed to be used in the Works. The Engineer shall within seven days of supply of samples or within such further period as he may require and intimated to the contractor in writing, inform the contractor whether the samples are approved by him or not. If the samples are not approved the contractor shall forthwith arrange to supply to the Engineer for approval fresh samples complying with the specifications laid down in the contract.

The Engineer shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the contract specifications or

which does not conform in character or quality to the samples approved by him. In case of default on the part of the Contractor in removing the rejected materials, the Engineer shall be at liberty to have them removed by other means. The Engineer shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and / or substitution shall be borne by the Contractor.

Subject as hereinafter provided in Clause 3(a), all charges on account of Octroi, terminal or sales tax and other duties on material obtained for the works from any source shall be borne by the Contractor.

The Engineer shall be entitled to have tests carried out as specified in the contract for any materials supplied by the Contractor other than those for which as stated above, satisfactory proof has already been produced, at the cost of the contractor and the contractor shall provide at his expense all facilities which the Engineer may require for the purpose.

If no tests are specified in the contract, and such tests are required by the Engineer the contractor shall provide all facilities required for the purpose and charges for these tests shall be borne by the contractor. In case of third party audit, the cost implication has to be borne by the contractor.

The cost of the materials consumed in test shall be borne by the contractor in all cases except when otherwise provided. If the materials used on works are found to be sub-standard in the test, then the same will be removed by the contractor and replaced by good materials at his cost.

7.f) Stock of Materials required:

The Contractor shall at his own expense provide and furnish himself with sheds and yards in such situations and in such numbers as, in the opinion of the Engineer are requisite for carrying out the Works under this contract, and the Contractor shall keep at each of the sheds and yards a sufficient quantity of materials in stock so as not to delay the carrying out of works with due expedition and the Engineer and his subordinates shall have free access to the said sheds or yards at any time for the purpose of inspecting the stock of materials so kept in hand any material or article, which the Engineer may object to, shall not be brought upon or used in the work but shall be forthwith removed from the sheds or yards by the contractor at his own cost. The contractor will however be allowed to use for the above purpose the completed portion of the buildings if available.

7.g) Photographs of the works:

No photographs of the work or any part there of or equipment employed thereon shall be taken or permitted by the contractor to be taken by any of his employees or any employees of his sub-contractor without the prior approval of the Engineer in writing and no such photographs shall be published or otherwise circulated without the approval of the Engineer in writing.

8.Suspension, Commencement and delays

8.a) Suspension of work:

- The contractor shall, on receipt of the order in writing of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary for any of the following reasons: -
    - On account of continued non-compliance of the instructions of the Engineer or any other default on the part of the contractor, or
    - For proper execution of the works or part thereof for reasons other than the default of the contractor, or

- For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer.

- If the supervision is ordered for reasons (i) and (iii) in sub-para (a) above, the contractor shall be entitled to an extension of time equal to the period of every such suspension plus a reasonable time as decided by the Engineer.

If the suspension is ordered for reasons of (i) in sub-para (a) above, the Engineer shall have powers to suspend the payment under the contract. Such suspension of payment may be continued until default shall have been rectified.

8.b) Rate of progress:

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Clause, involve the employer in additional supervision costs, such costs, shall, after due consultation with the Employer, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and maybe deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractors accordingly.

8.c) Restriction on Working Hours:

i. No work shall be done between sunset and sunrise or on Sunday or Municipal holidays and except with the special sanction of the Engineer in writing previously obtained and the withholding of such sanctions shall be no ground of complaint on the part of the contractor or cause for compensation to him, or excuse for not completing the work within the contract period. The period within which the work has to be carried out and completed has been fixed in terms of this clause with the provision that the total number of hours of work permissible shall not exceed 48 hours in a week and in no case more than 8 hours on any working day, the actual time within which the said hours shall be worked being subject to mutual arrangements with the Contractor at the commencement of the works or from time to time as may be required and provided that all works shall be stopped for rest and meals for one hour at about mid-day exclusive of the permissible hours aforesaid for the works.

Though sanction may be accorded to the Contractor to work on days and at times otherwise normally non-permissible under this Contract, the Contractor shall be required to bear the cost for such supervision as in the opinion of the Engineer may be necessary at these times. Also he has to obtain the necessary permission from police for working at night times and otherwise normally non-permissible times.

It should be distinctly understood that the granting of permission to work extra hours or to work on Sundays and holidays will be entirely at the discretion of the Engineer and cannot be claimed by the Contractor as a matter of right.

i. If on the other hand the Engineer requires that the work shall be proceeded with on days and at times otherwise normally non-permissible under this contract the contractor shall proceed with the work but he will not be required in such cases to bear the cost of the Municipal establishment employed at the time.

The contractor at all times during the continuance of this contract shall in all his dealings with local labour for the time being employed on the works contemplated by this contract have due regard to all local festivals and religious or other customs and all disputes, matters and questions arising between the contractor and any of his agent on the one hand and

any local labour on the other hand with respect to any matter or thing in any way connected with this contract shall be decided by the commissioner whose decision shall be final and binding on all parties.

8.d) Commencement Time and Extension for Delay:

The time allowed for execution for the works as specified in the contract documents shall be the essence of the contract. The execution of the works shall commence from the date specified by the Engineer in writing. If the contractor fails or neglects to commence the execution of the Works as aforesaid, the Municipal Corporation shall without prejudice to any other right or remedy will be at liberty to forfeit the security deposit absolutely.

i)Work during Monsoon:In any case where the time prescribed for completion of any work is exclusive of monsoon period. No new trench work should be started after 15th May and existing trenches are required to be reinstated by 31st May every year. The site shall be cleared in all respect including removal of surplus material on or before 10th June of every year. The monsoon period shall be deemed to be from 10th June to 30th September of the calendar year. However, if the contractor is permitted by the Engineer to work during any monsoon period, all such period shall be taken into account for the calculating the contract period on pro-rata F basis as under –

Effective cost of work done during monsoon = No. of days of days x contract period

Total cost of contract works

In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation as stated in condition no.8e.

ii)Extension of time for Completion: In the event of –

- force majeure such as acts of God, acts of public enemy, acts of Government, floods, epidemics, etc., or
- abnormally bad weather, or
- serious loss of damage by fire, or
- civil commotion, local combination of workmen, strike or lockout of any of the traders employed on the work, or
- delay on the part of other Contractors or tradesmen engaged by the Employer in executing Works not forming part of the Contract, or
- the ordered variations namely the amount or nature of extra or additional work
- reasons stated in Adverse Physical Obstructions or Conditions, Delay and Disruption to Progress, or any other cause which, in the absolute discretion of the Engineer is beyond the Contractor's control..

Being such as fairly to entitle the Contractor to an extension of the time for completion of the works, or any section or part thereof, the Engineer shall, determine the amount of such extension and shall notify the Contractor accordingly.

ii. Contractor to provide notification and detailed particulars: Provided that the Engineer is not bound to make any determination unless the contractor has –

a.Within 28 days after such event has first arisen notified the Engineer.

b.within 28 days, or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time

iii.Interim determination of extension:-Provided also that where an event has a continuing effect such that it is not practicable for the contractor to submit detailed particulars within

the period of 28 days referred to in sub clause 8(d), he shall nevertheless be entitled to an extension of time provided that he has submitted to the Engineer interim particulars at intervals of not more than 28 days and final particulars within 28 days of the end of the effects resulting from the event. On receipt of such interim particulars, the Engineer shall, without undue delay, make an interim determination of extension of time and, on receipt of the final particulars, the Engineer shall review all the circumstances and shall determine an overall extension of time in regard to the event. In both the cases the Engineer shall make his determination after due consultation with the Employer and the Contractor and shall notify the Contractor of the determination, with a copy to the Employer. No final review shall result in decrease of any extension of time already determined by the Engineer.

8.e) Compensation for delay:

If the Contractor fails to compete the works and clear the site on or before the Contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right or remedy of Municipal Corporation on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on the contract value of the whole work or on the contract value of the time or group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term 'Contract Value' shall be the value of the work at Contract Rates as ordered including the value of all deviations ordered.

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

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

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

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

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

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

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

8.f) 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 MCGM or any organization engaged by the MCGM for Quality Assurance and the contractor shall, at all times, during the usual working hours

and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

If the penalisation amount exceeds maximum limit with respect to Clause 8.e of Standard General Conditions of Contract, then a show cause notice shall necessarily be issued to the contract as to why the contract should not be terminated. The contractor will be liable for being banned/ deregistered from business dealings with MCGM. This shall be governed by relative provision in Registration Rules of MCGM and Cl.no.15 of Standard General Conditions of Contract.

8.g) Completion Certificate:

1)As soon as work is completed, the Contractor shall give notice of such completion to the Engineer and within 28 (Twenty-eight) days of receipt of such notice the Engineer shall inspect the Works and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) the defects to be rectified by the Contractor, and / or (c) items for which payment shall be made at reduced rates.

When separate period of completion have been specified for items or groups of times, the Engineer shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor the works be considered to be complete till the Contractor shall have removed from the premises on which the Works has been executed, all scaffolding, sheds and surplus materials, except such as required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workers on the site in connection with the execution of Works as shall have been erected by the Contractor or the workmen and cleaned al dirt from all parts of building(s) in , upon or about which the Work has been executed or of which he may have had possession for the purpose of execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled and fastenings, labeled the keys clearly and handed them over to the Engineer or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer. If the Contractor shall fail to comply with any of the requirements of this condition as aforesaid, on or before the date of completion of works, the Engineer may at the expense of the contractor fulfill such requirements and dispose of

all the surplus materials and rubbish etc. as he thinks fit and the contractor shall have no claims in respect of any such material except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirement is more than the amount realizes on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.

The contractor's notice of completion as aforesaid shall have to accompanied with one set of tracings of final completion drawings of RTF and six bound sets of copies of as built drawings wherever applicable and as directed by the Engineer, failing which the notice shall be deemed to have not been issued at all.

1.If at any time before completion of the entire work, items or group of items for which separate periods of completion have been specified, have been completed, the Engineer with the consent of the contractor takes possession of any part or parts of the same (any such part or parts being hereinafter in this condition referred to as 'the relevant part') then notwithstanding anything expressed or implied elsewhere in this contract.

a.Within 28 days (twenty-eight days) of date of completion of such items or group of items or possession of the relevant part the Engineer shall issue a completion certificate for the relevant part provided the contractor fulfills his obligation for the relevant part as in sub-para (1) above.

b.The defects liability period in respect of such items and relevant part shall be deemed to have commenced from the certified date of completion of such items or relevant part as the case may be.

c.For the purpose of ascertaining compensation for delay under condition 8ein respect of any period during which the works are not completed the relevant part shall be deemed to form a separate item or group, with date of completion as given in the contract or as extended under condition 8dand actual date of completion as certified by the Engineer under this condition.

2.If any part of the work shall have been substantially completed and shall have satisfactorily passed any final test that maybe prescribed under the contract, the Engineer may issue a certificate of completion in respect of that part of the works before completion of the whole works and upon the issue of such certificates, the contractors shall be deemed to have undertaken to complete any outstanding works in that part of the works during the period of maintenance.

8.h) Works where PERT chart is required alongwith Tender:

The contractor shall along with the tender documents submit a network based on principles of PERT / CPM wherever applicable. Milestones and pre-requisites should also be highlighted along with broad estimates for major resources like cement, steel drawings etc. The Contractors must also specify the minimum resources he will exclusively use for this project. This will include all equipment and all category of labour.

8.i) Network Schedule & Monthly Progress Reports:

On award of the contract, the Contractor shall submit the time schedule for the Works in the form of PERT Networks or Bar-chart wherever applicable. The Engineer may approve the Schedule as submitted or suggest modifications as he thinks necessary. The Contractor shall modify the chart accordingly and obtain Engineer's approval.

The schedules shall be prepared in direct relations to the time stated in the contract documents for completion of items or groups of items of work and or the contract as a whole. It shall indicate the dates of commencement and completion of various activities of the work and may be amended

as necessary by agreement between the Engineer and the Contractor.

The interim payment (running bill) payable under contract condition 12 (b)shall be paid only after the network is finally approved by the Engineer.

After the issue of the letter of commencement the Contractor shall finalize the network to the satisfaction of the Engineer. This network should be detailed with a fixed project start and finish dates and should contain no activities with duration greater than 28 days. Milestones would be so determined that at least 10 percent of the events are milestones and no two milestones are more than 3 months apart.

The finalized network may be amended from time to time, if felt necessary by the Contractor, with the approval of the Engineer. A fixed sum shall be held in abeyance at the time of the next interim payment for non-attainment of each milestone in the network and shall be released only on completion of the work after deducting the compensation for delay if there is contractor's fault as per provision in condition 8eand penalty covered under Clause 14a. The fixed sum shall be

Rs.10,000/- for all contracts over Rs.25 lakhs and upto the value of Rs.100 lakhs. Rs.20,000/- for all contracts over Rs.1 crore and upto the value of Rs.5 crores.

Rs.35,000/- for all contracts over Rs.5 crores and upto the value of Rs.10 crores. Rs.50,000/- for all contracts over Rs.10 crores.

If the attainment of the milestones is delayed for reason not attributable to the contractors no moneys will be held in abeyance.

The Contractors will be required to submit the monthly progress reports in the given 'Monthly Report Format' as per Annexure 'D' by the 2nd day of the following month to the Engineer with a copy to the Project Planning and Control Cell. Failure on the part of the Contractor to submit monthly report in time will attract action as per Clause 14a.

8 j)Management Meetings

Either the Engineer or the contractor may require the other to attend Management meeting. The business of a management meeting shall be to review the plans for remaining works.

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

8 k) 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.

8(l) 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 MCGM

(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 MCGM: In the event of any failure or delay by the MCGM 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 MCGM 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 MCGM 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 MCGM 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 MCGM 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.

9. Defects Liability

9.a) Defect Liability period:

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

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

Some of the defects are structural defects resulting in cracks or collapse of faulty defective plumbing, inadequate or faulty drainage system, inadequate or faulty ventilation, cooling or heating systems, inadequate fire systems etc. The defects could be various on accounts of different reasons for variety of the projects.

The Engineering In charge/Project Officer shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work, the Engineering In charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.

If defective work or workmanship or design have been knowingly covered-up or conceived so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until discover actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.

It is proposed to have DLP as below:

Dept	Type of works	DLP
Roads / Bridge	For cement concrete road/ Mastic works	5 years
	Asphalt work	3 years
	Paver Block	3 years
	Structural work	5 years
	General works	5 years
BM/SIC/HIC	General works	3 years
	Structural works	5 years
	Waterproofing works	5 years
Ward Works	All ward level works	2 years
Other Works	Pot holes and pre-monsoon bad patch repair work	1 year
For other department	HE, WSP, SP, SWD, Garden	3 years

- The above is illustrative. In case of any type of work not covered in above or any change in DLP, the concerned Ch.Eng. shall stipulate DLP with approval of concerned DMC/AMC.

- In case of composite works i.e. having combinations of construction activities of different disciplines, the DLPs shall be approved by AMC.

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

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

Unfulfilled Obligations: Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the contract prior to the issue of the defect's liability certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties to the contract.

9.a) Liability for defects or imperfections and rectifications thereof:

If it shall appear to the Engineer or to his representative at any time during construction or reconstruction or during the defects, liability period, that any work has been executed with unsound, imperfect or unskillful workmanship or that any material or article provided by the Contractor for execution of thereof the work is unsound or of a quality inferior to that contracted for, or otherwise, not in accordance with the contract, or that any defect, imperfections or other faults have appeared in the Work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of notice in writing in that behalf from the Engineer forthwith rectify or remove or reconstruct the work so specified in whole or part, as the case may require or, as the case may be and / or remove the materials, or articles so specified and provide other proper and suitable materials or articles at his own expense notwithstanding that the same may have been inadvertently passed, certified and paid for, and in the event of his failing to do so within the period to be specified by the Engineer in his notice aforesaid the Engineer may rectify or remove and re-execute the Work and / or remove and replace with others the materials or articles complained of, as the case may be, by others means at the risk and cost of the Contractor.

In case of repairs and maintenance work, splashes and droppings from whitewashing, painting etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises etc. where the work in the contract. In case the Contractor fails to comply with requirement of this condition, the Engineer shall have the right to get the work done by the other means at the risk and cost of the Contractor.

The Engineer shall give three days' notice in writing to the Contractor before taking such action.

The Engineer reserves the right to decide the rates and prices of the works as executed by other means at the risk and cost of the Contractor.

The cost and expenses thereby incurred including supervision charges specified in the Annexure 'A' on the works and also such penalty as the Engineer may impose for such wrongful conduct of the Contractor (which penalty, the Engineer shall be competent to impose and against the imposition of which or the amount thereof by the Engineer an appeal shall lie only to the Commissioner within seven days of the order in that behalf of the Engineer and the decisions of the Commissioner shall be final and binding upon the Contractor) may be deducted from any money due or to become due to the Contractor, under this or any other contract between the Contractor and the Municipal Corporation.

9.b) Liability for damages and risks:

A) The Contractor shall be responsible for all risks to the work and shall make good at his own cost, all loss or damage, whether to the works themselves or to any other Municipal property, or to the lives, persons, or property of others, from whatsoever cause, arising out of, or in connection with the works, either during their progress or during the defects liability period, after completion of work for a period of not exceeding 12 Months as per directives of Director of Insurance, Maharashtra State and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Commissioner or the Corporation shall be called upon to make good any such costs loss or damages, or to pay compensation (including that payable under the provision of Workmen's Compensation Act) to any person or persons sustaining damage as aforesaid by reason of any act or of any negligence or omissions on the part of the contractor, the amount, which the Commissioner may pay in respect thereof and the amount of any costs or charges (including law costs and charges) in connection with legal proceedings which he may incur in reference thereto, shall be charged to the contractor. The Commissioner shall have full power and right at his own discretion to pay or to defend or compromise any claim which may be made against the Corporation for damage or in case of threatened legal proceedings, or in anticipation of legal proceedings being instituted, consequent on the action or default of the contractor, to take such steps as he may consider necessary or desirable to ward off or mitigate the effect of such proceedings charging to the contractor, as aforesaid, any sum or sums of money which he may pay and any expenses, whether for reinstatement or otherwise which he may incur and the propriety of any payment, defense or compromise, or of the incurrence of any such expense shall not be called in question by the contractor.

The contractor shall be held responsible for any obligations, damages and fines etc. arising out of or in connection with the works either during their progress or during the defects liability period after completion of work for a period of not exceeding 12 Months as per directives of Director of Insurance, Maharashtra State and shall indemnify the Municipal Corporation or the Commissioner against them and make good any such damages, fines and dues arising out of non-compliance of any regulation under the Minimum Wages Act by the contractor which may devolve on the Corporation or the Commissioner.

The Contractor shall take out a policy as per the provisions of the Workmen's Compensation Act for the purpose of ensuring compensation to the workers engaged by them.

B) Extension of Defects Liability:

The provisions of this Clause shall apply to all replacements or renewal of Works carried out by the Contractor to remedy defects and damages as if the replacements and renewals had been taken over on the date they were completed.

The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only part of the Works is affected, the Defects Liability Period shall be extended only for that part, however, the retention money/security deposit/performance guarantee will be refunded only after completion of Defect Liability/warranty period of total work. In neither case shall the Defects Liability Period extend beyond 2 years from the date of taking over.

When progress in respect of the Works has been suspended under Clause 5 (u), the

Contractor's obligations under this Clause shall not apply to any defects occurring more than 3 years after the Time for Completion established on the date of the Letter of Acceptance.

A) Inspection Consequent to Renewals/Replacement; If the replacement or renewals are of such a character as may affect the efficiency of the Works or any portion thereof, the Engineer may, within one month of such replacement or renewals, give to the Contractor notice in writing, requiring that such replacement or renewals be offered for inspection in which case such inspection shall be carried out by the Engineer in receipt of a 21 days notice from the Contractor, in writing.

These Conditions shall apply to, all the replacements and renewals and to all inspections occasioned thereby and carried out by the Contractor pursuant to this Clause.

B) Access to the Contractor during Defects Liability Period: Until the expiration of Defects Liability Period of the Works, the Contractor shall have access, at all reasonable working hours, at his own risk and expense, for himself or for his duly authorised representatives whose names shall have previously been communicated, in writing, to the Engineer, to all parts of the Works for the purpose of inspecting the working thereof and to records of the working and performance thereof for the purpose of inspecting the same and taking notes there from subject to the Engineer's approval, which shall not be unreasonably withheld. The Contractor may, at his own risk and expense, make any test, which he considers desirable, in consultation with the Engineer and the Employer.

C) Liability of Contractor for damages done in or outside work area :

Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of MCGM 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 MCGM 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.

9 d) Contractor to search.

The Contractor shall, if required by the Engineer in writing, search under the direction of the Engineer for the cause of any defect, imperfection or fault appearing during the progress of the Work or in the period of maintenance. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the contract, the cost of the Work carried out by the Contractor in searching as aforesaid shall be borne by the Corporation. If such defect, imperfection or fault shall be one for which Contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault, at his own expense in accordance with the provisions of condition no.9 b. and 9 c hereof.

10. Variation:

10.A) Rates for Extra/Excess:

i. For Excess / Savings

- Increase or decrease in "Bill of Quantities" of the bidding documents shall be termed as "Excess" or "Savings" correspondingly.
- The contractors shall be entitled to the payment of Additional Quantities

required for the completion of activity and works, if the activity increases or decreases within the permissible limit of 20 %.

The maximum savings in individual item upto 20 % shall be permissible.

- Approval Process

Sr no.	Excess	Approving authority
1.	Upto 5 %.	Director (E S & P) / DMC.
2.	Beyond 5 % up to 15 %.	AMC.
3.	Beyond 15 %.	Hon. M.C

- In case, the projection of the "Excess" quantity goes beyond 20 % of the "Bill of Quantities" of the bidding document to complete the work activity and beyond the "Contract Cost", then all such cases shall be placed before AMC / Hon. M.C for administrative sanction before execution of "Excess" quantity.

In all such cases the following exercise shall be worked out (i)Feasibility of foreclosing the work,

(ii)If, foreclosure is not possible the H.O.D shall justify and record the reasons in writing.

- For Underground Works

Underground works shall mean the works of foundation of buildings and other structures, works in sewerage projects, storm water drain, water supply projects and Hydraulic Engineer.

- The contractors shall be entitled to the payment of Additional Quantities required for the completion of activity and works, if the activity increases or decreases within the permissible limit of 25 %.

The maximum savings in individual item up to 20 % shall be permissible.

- Approval Process

Sr no.	Excess	Approving authority
1.	Up to 5 %.	Director (E S & P) / DMC.
2.	Beyond 5 % up to 20 %.	AMC.
3.	Beyond 20 %.	Hon. M.C

- For Unforeseen Works

Unforeseen works shall mean the works of bursting / leakages of water pipelines, settlement of sewage lines / manholes, settlement of storm water drains in city areas. The contractors shall be entitled to the payment of Additional Quantities required for the completion of activity and works, if the activity increases or decreases within the permissible limit of 35 %.

The maximum savings in individual item up to 30 % shall be permissible.

- Approval Process

Sr No.	Excess	Approving authority
1.	Up to 10 %.	Director (E S & P) / DMC.
2.	Beyond 10 % up to 25 %.	AMC.
3.	Beyond 25 %.	Hon. M.C

- In no case, accrued savings beyond 30 % of all individual items of the "Bill of Quantities" of the bidding document shall be allowed to meet the cost of Extra

/ Excess / Fair items without altering / modifying or damaging the scope of work and without balancing the phase works.

ii. For Extra Items

This shall mean additional or substituted items of work activity not included in the "Bill of Quantities and Rates", however such item of work are in the prevailing "Unified Schedule of Rates" of MCGM.

- The total cost of extra items shall be permissible up to 5% of the "Contract Cost".
- These extra items shall be paid as per the rates of prevailing "Unified Schedule of Rates" of MCGM at the time of tender at rebate quoted by the contractor on contract amount or at par in case of premium quoted by the contractor on contract amount.

iii. For Fair Items

This shall mean additional or substituted items of work activity not included in the "Bill of Quantities and Rates", and even not existing in the "Unified Schedule of Rates" of MCGM at the time of tender.

- The total cost of fair items including extra items shall be permissible up to 5

% of the "Contract Cost".

- These fair items shall be got approved by the committee framed. The engineer in charge shall work out these fair items at fair and reasonable market rates on the basis of material, labour and operations of construction equipment required to execute the item and allowing 15 % to cover profits and overhead charges on the same lines of rate analysis prepared for the items that are in "Unified Schedule of Rates" of MCGM.

In all cases covered above in respect of A, B and C, the proposals shall be routed through C.A (Finance) / C.A (WSSD).

10.b) Reimbursement refund on variation of price of labour and materials:

The Contractor shall be reimbursed or shall refund to the Corporation as he case may be the variation in the value of the work carried out from time to time, depending on whether the prices of material and labour as a whole rise or fall, and the method adopted for such computations shall be as given below, it being clearly understood that the contractor shall have no claim for being reimbursed on the ground that the price of a particular material or group of materials have risen beyond the limits of the presumptions made in the following paras, however, no price variations shall be made applicable for contracts upto 12 Months:

A) Controlled materials: Price variations shall be permitted in respect of these materials the price level of which is controlled by the Government or its agency. The rate ruling on the date of submission of the tender shall be considered as the basic price of such material for adjustment. Any variation in this rate shall be considered for reimbursement to the contractor or refund to be claimed from the contractor as the case may be. The contractor shall, for the purpose of adjustment submit in original the relevant documents from the suppliers.

B) Labour and other materials: For the purpose of this contract and for allowing reimbursement of refund on account of variation of prices of (i) labour, and (ii) materials other than materials mentioned in 10a above, computation will be based on the formula enunciated below which is based on the presumptions that :

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

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

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

a) Formula for Labour component:

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

b) Formula for Material component :

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

Where –

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

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

IO = Consumer price index number for working class for Mumbai (declared by the Commissioner of labour and Director of Employment, Mumbai) prevailing, on the day of 28 days prior to the date of submission of the tender.

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

W = Average wholesale price index as published by Economic Adviser to Govt. of India applicable to the period under reference.

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

R = Total value of the work done during the period under reference as recorded in the Measurement Book excluding water charges and sewerage charges but including cost of excess in respect of item upto 50 percent as stated in Sub Clause 10 (a)Aand cost of extra items and provisional items of work where the rate is based on Sub Clause 10 (a)B (i)&(ii).

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

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

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

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

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

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

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

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

D) Adjustment after completion: If the Contractor fails to complete the works within the time for completion prescribed under Clause 8(d), adjustment of prices thereafter until the date of completion of the works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices whichever is more favorable to the employer, provided that if an extension of time is granted pursuant to condition 8 (d), the above provision shall apply only to adjustments made after the expiry of such extension of time.

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

F) Maximum Price Variation shall be as follows:

Time Period of Project	Maximum limit of Price Variation
Up to 12 Months	No Variation Allowed
Above 12 Months to 24 Months	5%
Above 24 months	10%
Above 36 Months	15%

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

Price Variation during Extended Period of Contract :

(i)Extension Due To Modification & Extension for delay due to MCGM :

The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increases or decreases, above/below the indices applicable, to the last month of the original or extended period vide clause 8(l) (a) (i) and (ii) of standard GCC

(ii)Extension of Time For Delay Due To Contractor:

(a)The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increase, above the indices applicable, to the last month of the original completion period or the extended period vide above clause.8(l)(b) of standard GCC. However, the price variation shall not be paid in any case for the extended period on account of delay due to contractor.

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

(iii) Extension of Time For Delay due to reasons not attributable to MCGM and Contractor

(Reference Cl.8(d) of Standard GCC):

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

Note: Price Variation shall be applicable for this contract without any cap.

11. Measurements:

11.a) Records and Measurement:

The Engineer shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith.

All items having a financial value shall be entered in measurement book, level book etc. as prescribed by the Municipal Corporation so that a complete record is obtained of all the Works performed under the Contract.

Measurements shall be taken jointly by the Engineer or his authorized representative and by the Contractor or his authorized representative. Before taking measurements of any work the Engineer or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer or by the person deputed by him shall be taken to be correct measurements of the works and shall be binding on the Contractor.

The Contractor shall, without any extra charge, provide assistance with every appliance and other things necessary for measurements.

Measurements shall be signed and dated by both parties each day (of taking measurement) on the site on completion of measurement.

11.b) Method of Measurement:

Except where any general or detailed description of the work in bills of quantities or schedule of works / items / quantities expressly shown to the contrary, bills of quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates / specifications notwithstanding any provision in the relevant standard Method of Measurement or any general or local custom. In the case of items which are not covered by the schedule of rates / specifications, measurement shall be taken in accordance with the relevant Standard Method of Measurement issued by Bureau of Indian Standards.(BIS 1200)

12. Payments, Tax and Claims:

12 a. Provisional sum and Advances:

1.Provisional sum' means a sum included in the contract and so designated in the Bill of Quantities for the execution of work or supply of goods, materials or services or for contingencies, which sum may be used, in whole or in part, or not at all, at the direction and discretion of the Engineer. The contract price shall include only such amounts in respect of the work, supply or service to which such provisional sum relate as the Engineer shall approve or determine in accordance with this clause.

2. In respect of every provisional sum the Engineer shall have power to order to execute the work, including goods, materials or services to be supplied by the contractor. The contract price shall include the value of such work executed or such goods, materials or services supplied determined in accordance with Sub Clause 10 b.

The contractor shall produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of provisional sums.

The Corporation will make advance to the contractor for the works in two installments.

The first installment shall be equal to 5% of the contract price. The payment of the first installment of loan be due after (i) execution of the form of agreement by the parties thereto. (ii) payment of Security Deposit by the Contractor and (iii) Submitting the Bank Guarantee by the Contractor from a Bank specified in the tender for an amount equal to 7% of the contract price (which includes 2% extra for the interest charges.) The first installment of advance loan shall be paid to the Contractor within 28 days after fulfilling all the above requirements under sub items (i) to (iii).

Payment of second installment of the advance mobilization loan upto 5 (five) percentage of the Contract price will be due within a period of 28 days from completion preliminary site establishment works such as construction of access roads to site, Engineer's office, Contractor's site office, Stores, Workshop sheds, etc. to the satisfaction of the Engineer.

After certification by the Engineer that the preliminary works are completed satisfactorily, the second installment will be released after the Contractor submits the Bank Guarantee from a Bank acceptable to the Corporation for an amount equal 7% of the contract price (which includes 2% extra for the interest charges.)

Bank Guarantee shall be submitted in the approved prescribed form. The Bank Guarantee/s for the Advance Mobilization Loan should be valid till the full recovery advance is made.

The Contractor shall use the advance payment only towards expenses for materials, preliminary site establishments works, and construction equipment and to meet expenses required specifically to carry out the works.

The above advance shall bear simple interest at 12% per annum. The interest on the amounts paid as advance is chargeable from the date the amount is paid.

Provided that the Engineer shall, however, have the right to reject any such material or to disallow the use of any such materials and Construction Equipment, for which advance is paid but are later found to be detective and to order their removal. In case of such rejection, disapproval, or order for removal all loss resulting there from shall be borne by the Contractor; it being the intention of such advance that any such advance as aforesaid shall be treated only as advance on general account and that any such materials and Construction Equipment shall continue to be subject to all the provisions of the contract.

RECOVERY OF ADVANCE :

Recovery of advance mobilization loan; The advance mobilization loan together with simple interest at 12 percent shall be repaid from the Contractor's monthly statements. The recovery of advance mobilization loan shall commence after 2 months from initial commencement. The recovery shall be made together with the interest payable up to that date, until such time, the loan together with interest shall be completely repaid by the time 80 percent of value of the Works are completed or before completion/foreclosure of the Contract.

On recovery of advance mobilization loan and interest thereon, the Bank Guarantees of equivalent amount will be returned to the Contractor on his formal request, provided that such a request shall not be at intervals less than three months and the Engineer is satisfied that the Contractor is performing satisfactorily and diligently. Recovery of all advances shall commence after 2 months from commencement.

12b.Interim Payment :

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

Payment on account for amount admissible shall be made on the Engineer certifying the

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

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

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

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

12c.Payment on intermediate certificate to be regarded as advances :

No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. One Thousand, the contractor shall on submitting a monthly bill therefor 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 unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim not shall it conclude, determine or effect in any other way, the powers of the Engineer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

12d.No interest for delayed payments due to disputes, etc:

It is agreed that the Municipal Corporation of Greater Bombay 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.

It is distinctly understood and agreed between the parties hereto that payment for work already executed by the Contractor is not a condition precedent under this contract for the execution of the remaining work.

12e.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.

12f.Overpayment and underpayment:

Whenever any claim for the payment of a sum to the Municipal Corporation rises out of or under this contract against the Contractor the same may be deducted by the Municipal Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any contract with the Municipal Corporation or from any other sum due to the Contractor from the Municipal Corporation (which may be available with the Municipal Corporation) or from his security deposit / retention money, or he shall pay the claim on demand.

The Municipal Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting voucher, abstracts etc. The Municipal Corporation further reserves the right to enforce recovery of any over payment when detected.

If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Municipal Corporations from the Contractor by any or all of the methods prescribed above or if underpayment is discovered the amount shall be duly paid to the Contractor by the Municipal Corporation.

Provided that the aforesaid right of the Municipal Corporation to adjust overpayment against amount due to the Contractor under any other contract with Municipal Corporation shall not extend beyond the period of five years from the date of payment of the final bill or in case the final bill is a 'Minus' bill, from the date of the amount payable by the Contractor under the 'Minus' bill is communicated to the Contractor. However, to adjust overpayment/recovery from the contractor MCGM reserves the rights to recover these payments at any point of time against any other contract with Municipal Corporation and shall not be limited to any prescribed time limits

Any amount due to the Contractor under this contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is to the Contractor, from him to Municipal Corporation on any other contract or account whatsoever.

12g.Payment of final bill:

Final joint measurement alongwith 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 MCGM staff will prepare the final bill based on the joint measurement within next 3 months.

Engineer's decision shall be final in respect of claims for defect and pending claims against contractors.

No further claims should be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the Commissioner shall be made within a reasonable period as may be

necessary for the purpose of verification etc.

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

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

Sr.no.	Amount of Contract Cost	Minimum Payable Amount in final bill
1	Upto Rs.5 Crs.	Rs.10 Lacs or final bill whichever is more
2	Upto Rs.25 Crs.	Rs.1 Crore or final bill amount whichever is more
3	Upto Rs. 50 Crs.	Rs.2 Crores or final bill amount whichever is more
4	Upto Rs.100 Crs.	Rs.4 Crore or final bill amount whichever is more
5	More than Rs.100 Crs..	Rs.7 Crore or final bill amount whichever is more

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

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

12.a) Income-Tax:

The Contractor shall pay Indian Income-Tax on all payments made to him under the Contract, other than reimbursements made to him by the Corporation to cover payment by Contractor of minor custom duties, etc. or any other payment which the contractor may make on the Corporation's behalf. Under the provisions of Sec. 194-c of the Indian Income Tax Act, the Corporation is required to deduct Tax with surcharge, if applicable, at source at prevailing rates from the gross amount of each bill submitted. Any expatriate site staff or staff not normally residents of India, employed by the Contractor shall pay personal Income Tax on all money earned and paid in India. The contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

12.b) Currency of Payment:

The Tenderer shall indicate the tender prices in Indian Rupees.

12.c)Taxation Payments of Bills and other claims:

As per Circular No. CA/F/PROJ/28 dated 28.03.2023, the Tender shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, Cess etc. as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input Tax Credit of GST as available with the bidder will not be claimed separately by BMC. However, while quoting the rates benefit of Input Tax Credit or

Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

Except as otherwise specifically provided in the contract, the contractor shall be liable and responsible for the payment, of all taxes, such as excise duty, custom duty, sales tax, Value Added Tax including the purchase tax, consignment tax, work contract tax, service tax, entry tax or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, labour cess, levy and other tax(es) or duty(ies) which may be specified by local/state/ central government from time to time on all material articles which may be used for this work. The rates quoted by him in the tender in bill of quantities shall be inclusive of all taxes, duties, levies etc. Under the provisions of the Maharashtra Sales Tax Act, the Employer is required to deduct "Work Contract Tax" at source at the rates prevailing at the time of payments.

The payment of bills and other claims arising out of the contract will be made by RTGS/NEFT/CBS/ECS/Cheque in the name of Contractors payable to the account and Name of Bank informed by the successful contractors. Successful Tenderers, therefore, have to furnish the information as regards, the Name and complete address of their Bank, its branch and their Bank Account no. etc. They will also have to submit fresh information when there is any change in this regard.

12.K) Submissions of final completion drawings:

On completion of the work, the contractors shall furnish wherever applicable free of cost 1 set of

R.T.F of final completion drawings and 6 bound sets of copies of drawings, showing all the details checked and signed by the Engineer within one month of completion of works. The payment of final bill shall be made to the contractors after receipt of above sets. In case the contractor fails to submit the completion drawings, compensation at the rate of Rs.5000/- per drawing or minimum Rs 50,000 whichever is more shall be recovered from the final bills.

13. Settlement of Disputes:

13.a) 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.

13.b) Urgent Works:

If any Urgent Work (in respect whereof the decision of the Engineer shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer may be his own or other work people, carry it out as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expense all expense incurred on it by the Municipal Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

13.c) Foreclosure of contract in full or in Part:

If at any time after acceptance of the tender the Commissioner shall decide to abandon or

reduce the scope of the works or any part of the works to be carried out, he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid at the contract rates full amount of works executed at site, and in addition reasonable amount as certified by the Engineer for the value of such Material (which material thereupon become the property of the Corporation) and also such further allowances as the Engineer may think reasonable and fair in respect of (a) any expenditure incurred by the contractor towards preliminary works etc. and (b) other reasonable and proper engagement the contractor may have entered into for carrying out the work, (c) such compensation as considered equitable under the circumstances.

13d.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 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. Ifthe 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.

13e. Arbitration and Jurisdiction:

If the Commissioner fails to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid or if the Contractor is dissatisfied with any such decision, then the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration 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.

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

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (Approved by Govt. of Maharashtra u/ GR No. ARB/ Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules").

In case of contract where the contract price and/or contract value is Rs. 5,00,00,000/- (Rupees Five Crores Only) or more, any dispute arising out of or connection with such a contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved the recognized arbitral institution i.e. Mumbai Centre for International Arbitration(Approved by Govt. of Maharashtra u/ GR No. ARB/ Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules"). The Arbitral Tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of arbitration shall be English.

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

13f.Details to be Confidential:

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the Employer whose determination shall be final.

13g.Cancellation of contract in full or in part:

If the Contractor:

- At any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the Engineer, or
- Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Engineer, or
- Fails to complete the Works or items with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer, or
- Shall offer or give or agree to give to any person in Municipal Corporation's Service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Municipal Corporation, or
- Shall obtain a contract with the Municipal Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering or
- Being an individual or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time effects or force or make any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for his creditors, or

- Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or a Manager, or
- Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or
- Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Commissioner, the Commissioner may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Municipal Corporation by written notice cancel the contract as a whole or only such items of work in default from the contract.

The Commissioner shall on such cancellation have powers to -

- take possession of site and any materials, constructional plant, implements stores, etc. thereon and / or
- Carry out the incomplete work by any means at the risk and cost of the Contractor.

On cancellation of the contract in full or in part the Engineer shall determine what amount, if any, is recoverable from the Contractor for completion of works or part of the works or in case the works or part of works is completed, the loss or damage suffered by the Municipal

Corporation, in determining the amount, credit shall be given to the Contractor for the value of the work executed by him upto the time of cancellation, the value of the Contractor's material taken over and incorporated in the work, and use of construction equipment belonging to the Contractor.

Any excess expenditure incurred or to be incurred by the Municipal Corporation in completing the works or part of the works or excess loss or damages suffered or may be suffered by the Municipal Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within thirty days. If the Contractor fails to pay required sum within the aforesaid period of 28 days, the Engineer shall have right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract, and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with provision of the contract.

Any sums in excess of the amounts due to the Municipal Corporation and unsold materials constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Municipal Corporation of the works or part of the works is less than the amount of which the Contractor would have been paid had he completed the works or part of the works, benefit shall not accrue to the Contractor.

Without prejudice to the generally of the foregoing, the amount deposited by the Contractor as security deposit shall be absolutely aforesaid to the Corporation for such failure, or breach or determination of contract.

13 h) Frauds and Corrupt Practices:

The Contractor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the execution of the works until the settlement of final bill. Notwithstanding anything to the contrary contained herein, the Employer may terminate aContractor without being liable in any manner whatsoever to the Contractor if it determines that the Contractor has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice or undesirable practice during the

works execution.

Without prejudice to the rights of the Employer under Clause 13 (h) hereinabove, if aContractor is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or undesirable practice during the execution of Works, such Contractor shall not be eligible to participate in any tender or RFQ issued by the Employer during a period of 10 (ten) years from the date such Contractor is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or undesirable practice, as the case may be.

- 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 Works (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any representative of the Employer who is or has been associated in any manner, directly or indirectly, with the Works or 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 Employer, shall be deemed to constitute influencing the actions of a person connected with the Works.
- "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Works ;
- "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Works.

14. Notices

14 a) Instructions and notices:

Subject as otherwise provided in this contract all notice to be given on behalf of the Municipal Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer or any officer for the time being entrusted with the functions, duties and powers of the Engineer.

All instructions notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place or abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to him.

The Contractor or his agent shall be in attendance at the site(s) during all working hours and shall supervise the execution of the works with such additional assistance in each trade as the Engineer may consider necessary. 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.

The Engineer shall communicate or confirm his instruction to the Contractor in respect of the execution of work in a 'Works site order Book' maintained in the office of the Engineer and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor he shall be furnished a certified true copy of such instruction(s).

If the Contractor fails to comply with the instruction(s) of the Engineer, the Engineer may impose the penalty of Rs.5000/- (Rupees Five Thousand) or equivalent cost for re-doing the faulty work, whichever is more, for each of such defaults. This penalty will not prejudice the right of the Municipal Commissioner or the Engineer to claim compensation.

14.b)Notices to Local Bodies :

The Contractor shall comply with and give all displays required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State Laws or any

regulation or Bye-laws of any local authority or public utility concern relating to works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer a notice given reasons for the proposed variations and obtain the Engineer's instructions thereon. The Contractor shall pay and indemnify the Municipal Corporation against any liability in respect of any fees or charges payable under Act of Parliament, State Laws or any Governmental Instrument, Rule or Order and any Regulations or Bye-laws of any local authority or public utility concern in respect of the works.

15 PENAL ACTION

PENALTIES

In addition to any penal action under general conditions of individual contracts, a contractor/s may be liable under these Rules to one or more of the following penalties:

a. Warning (7.1.1)
b. Fine (7.1.1)
c. Demotion (7.1.2)
d. Banning / De-registration (7.1.3.)
e. Suspension of Registration pending inquiry (7.1.4)
f. Debarring (7.1.5)

WARNING / FINE

A contractor/s will be liable to a warning and / or fine for -

a. Non-compliance of any provision of these rules,
b. Failure to comply with any clause or direction under these Rules or failure to comply with any condition of tenders / contracts and
c. Inadequate progress / performance under a contract.

For the first default of any type mentioned above, a warning letter/notice will be issued. For each subsequent default of the types in (a), (b) & (c) above, the minimum penalty will be imposed to the contractor as per the penalties mentioned in the contract document under general condition of contract or special condition of contract. Higher amount of fine may be levied by the competent authority i.e. defined under Engineer of the Project, for the reasons to be recorded.

15.1.2 DEMOTION

A contractor/s is liable to be demoted to any of the lower classes of registration on one or more of the following grounds -

a. Specific failure or default in execution of individual works, in respect of physical

progress or quality in such works,

b. Deterioration in financial or technical ability / capacity and
c. Repeated failure to properly fill in tender document/s, fully and correctly or delay in execution of formal contract documents

Note: Demotion from the lowest class of registration will amount to banning/de- registration of registration for the period specified. In such cases, the registration of the contractor/s

will stand restored after the period of demotion/banning/de-registration.

15.1.3 BANNING - DE-REGISTRATION

Banning / Deregistration will be for a specific period or permanent banning / Deregistration.

A contractor/s is liable to be Banned / De-registered on one or more of the following grounds: -

a) If security considerations including question of loyalty to the MCGM so warrant,

b) If the proprietor of the firm, its employee, partner or representative is convicted by a court of law following of investigation or under normal process of law for offences involving moral turpitude in relation to business dealings viz. Conviction by court of law,

c) If there is strong justification for believing that the proprietor or employee, or representative of the firm has been guilty of malpractices such as bribery, corruption, fraud substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law,

d) If the firm continuously refuses to return MCGM or State Govt. dues without showing adequate cause, and MCGM is satisfied that this is not due to a reasonable dispute which would attract proceedings in arbitration or court of law,

e) If the firm employs a MCGM or State Govt. servant, dismissed/removed on account of corruption, or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt Govt. Servants,

f) Persistent and intentional violation of important conditions of contract. Not attaining required quality of work and non-execution of works as per terms and conditions of contract. Constant non-achievement of milestone on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out,

g) An attempt to cheat MCGM , an attempt to secure a contract through unfair means or bringing to bear outside influence, an attempt to secure unauthorized copies of Municipal records and documents in relation to any tender / contract or any other official matter, an attempt to tamper with Municipal record and documents, threatening, misbehaving with or physical attack on any Municipal employee/ Officer,

h) An attempt to instigate or collude with other contractor/s with a view to securing undue advantage,

i) Any of the grounds mentioned in clause Demotion, if it is deemed serious enough

15.1.4 SUSPENSION OF REGISTRATION PENDING INQUIRY

Whenever any Show Cause Notice is issued to the contractor/s calling for the explanation on the alleged lapses by him, the registration of contractor/s may be banned

/ suspended up to the arrival of final outcome of the said Show cause notice, depending

on the seriousness of the reasons for which show cause notice is issued. Show cause notice shall be issued by the officer not below the rank of Executive Engineer in charge of the concerned work / project of MCGM. Director (E. S. & P.) or concerned Deputy Municipal Commissioner is the competent authority to ban / suspend the registration pending inquiry in such cases. Circular of Banning / suspension of registration till further orders shall be circulated to all departments of MCGM by Head of the executing department i.e. Chief Engineer of concerned department / Assistant Commissioner of the concerned Ward.

The registration of the contractor/s will be restored depending on the final outcome of the process of the said Show Cause Notice and circular to that effect shall be issued by concerned Head of the Department

15.1.5 DEBARRING

Debarring is the penal action to be initiated against the Contractors who are carrying out works for M.C.G.M. and are not registered with M.C.GM. All other criteria and procedure of penal action (i.e. observed for suspension, banning, demotion, deregistration) will remain similar as mentioned in penal action clause 7.

AUTHORITY

15.2.1 On the basis of reports received, concerned Chief Engineer (including City / Hydraulic Engineer) in case of central agencies and Assistant Commissioner in case of Ward Offices of MCGM will be competent, either suo-motu or, to issue warning and/or impose fine and order of demotion to contractor/s. The power to issue warning or impose any fine can also be exercised by the Executive Engineer concerned in-charge of construction in accordance with General Contract Condition specified in tender.

15.2.2 On the basis of report/s received from concerned Chief Engineer or Assistant Commissioner, the Director (E.S. & P.) or concerned Deputy Municipal Commissioner will be competent, either suo-motu, or to impose any of the penalties mentioned in clause 7.1 on the contractor/s.

15.2.3 On the basis of report/s, the Municipal Commissioner or any of the Additional Municipal Commissioners will be competent, either suo-motu, or to impose any of the penalties mentioned in clause 7.1 on the contractor/s.

PROCESS

15.3.1 Before initiating action for demotion / banning / suspension / de-registration, the competent authority not below the rank of Executive Engineer in charge of the concerned work/project of MCGM, shall issue a Show Cause Notice to the contractor/s, as to why penal action should not be taken against the said contractor/s. The notice period shall not be less than 15 days and shall be counted from the date of receipt of the notice by the contractor/s and can be extended, for adequate reasons (to be recorded), by the officer who issued the said notice, up to a period of 30 days (including the initial period).

15.3.2 If the contractor/s fails to give satisfactory clarification within the period stipulated in the show cause notice (or, the extended period, if any), the concerned Chief Engineer / Assistant Commissioner shall either take a final decision regarding the demotion with specific time period or permanently or make detailed report with recommendations for suspension / banning / de-registration to the Director (E. S. & P.) or concerned Deputy Municipal Commissioner / Additional Municipal Commissioner / Municipal Commissioner. Before issuing a final order regarding demotion, the Chief Engineer / Assistant Commissioner shall give personal hearing to contractor/s or his/their authorized representative on his request in writing, along with his/their letter of clarification.

15.3.3 The competent authority i.e. Dir. (E. S. & P.) / concerned Deputy Municipal Commissioner / A.M.C. / Municipal Commissioner, shall give personal hearing to contractor/s or his/their authorized representative on his request in writing along with his/their letter of clarification, before taking final decision on banning / de-registration of the contractor/s with specific time period or permanently.

15.3.4 As far as practicable, the competent authority i.e. Chief Engineer / Assistant Commissioner of that concerned department or Dir. (E.S. & P.) / concerned

Deputy Municipal Commissioner / A.M.C. / Municipal Commissioner, shall take final decision regarding demotion / banning / de-registration within 15 days of completion of hearing of the contractor/s.

15.3.5 Any order of penalty passed by the competent authority i.e. Chief Engineer / Assistant Commissioner of that concerned department or Dir. (E. S. & P.) / concerned Deputy Municipal Commissioner / A.M.C. / Municipal Commissioner, under these Rules shall state the facts of the case and record the reasons for the order. In case of, suspension / banning and de-registration, the order shall also specify the name(s) of the proprietor / partner(s) / directors / power of attorney holder of the contractor/s firm/ partnership / company as well as the period of demotion / suspension / banning / de-registration in his/their order, and shall intimate the contractor/s accordingly. A circular to that effect shall be issued to all departments of MCGM by the executing department who has initiated the action.

15.3.6 The decision regarding demotion / banning / de-registration shall be communicated to contractor/s immediately with directions to submit the original registration certificate to the Monitoring & Registration Cell within 15 days from the date of receipt of the order regarding demotion / banning / de-registration, for taking necessary endorsement on the same. If any contractor/s does not comply with this requirement within the period of 15 days mentioned above, He / they shall be deemed to have been de-registered automatically at the expiry of the above mentioned period, even if the penalty imposed was demotion/banning/suspension for a specific period.

APPEALATE AUTHORITIES FOR PENAL ACTION

a. In case of Demotion Director (E.S. & P.) or concerned Deputy Municipal Commissioner is the authority and,

b. In case of banning/de-registration Additional Municipal Commissioner / Municipal Commissioner are the final authorities

REVOCATION OF ORDER / RESTORATION OF REGISTRATION

The Suspended / Banned / Demoted / contractor/s shall be restored to the Original Class under which contractor/s was originally registered or as per the sanction of the competent authority subject to following;

a. An order for suspension/banning/demotion/deregistration passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/banning/demotion/ deregistration passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.

OR

b. An order of suspension/banning/demotion/deregistration for reasons mentioned at aforesaid para may be revoked if, in respect of the same facts, the accused has been wholly exonerated by a court of law.

Circular regarding restoration shall be circulated to all departments of MCGM by Head of the executing department i.e. Chief Engineer of concerned department / Assistant Commissioner of the concerned Ward.

REVIEW

The appellate Authorities may, on representation or appeals from the firms or even

otherwise review suspension/banning/demotion/deregistration orders.

EFFECT OF BANNING / SUSPENSION / DE-REGISTRATION

15.7.1 Once the order of banning / suspension / deregistration is issued, he will not be allowed to participate in any future tender process and if the contractor has already participated in tender process the bid shall be terminated at the instant stage. In case the order of banning/ suspension / deregistration is issued after the proposal is tabled before Standing Committee, the banning / suspension / deregistration order should be communicated to the Standing Committee by making a statement and the DL to MS will be withdrawn.

No contract of any kind whatsoever shall be placed with a banned / suspended / deregistered firm, including its allied firms by all Departments/offices of the MCGM after the issue of a banning order. Contracts concluded before the issue of the banning / suspension / deregistration order shall, however, not be affected by the banning / suspension / deregistration order. Contracts concluded shall mean the date of issuance of 'Letter of Acceptance'.

Even after banning / suspension / deregistration, the agency will be allowed to complete his other on-going works, unless otherwise rescinded by competent authority on grounds of breach of conditions of contract.

15.7.2 If registered contractor/s (a firm partnership or company) is de-registered/banned/ suspended, then any other registered contractor/s (a firm, partnership or company), with any partner or power of attorney holder who is also a partner or power of attorney holder of such partner or power of attorney holder of the de-registered/banned/ suspended contractor/s, shall also stand automatically de-registered/banned/ suspended,

15.7.3 Demotion / Banning / Suspension / Deregistration order passed in respect of a firm shall be extended to all its allied firms (see definition for details)

15.7.4 Proprietor / Partner/s / Director/s / Power of Attorney Holder/s of banned/suspended / deregistered firm shall not be allowed in Joint Ventures.

15.7.5 Demotion shall be restricted to one class immediately below the existing class of registration. Demotion from the lowest class of registration will amount to suspension of registration for the period specified

15.7.6 The Demotion / Banning / De-registration shall apply permanently or for the period specified in the order of Demotion / Banning / De-registration as per the sanction of competent authority i.e. Chief Engineer of that concerned department/ or Dir. (E.S. & P.)

/ concerned D.M.C. / A.M.C. / Municipal Commissioner, obtained by the executing department/s initiating the action.

15.7.7 De-registered/banned/suspended contractor/s, registered with MCGM in any class shall not be entitled to be issued any tender document/s or quotation/s for any MCGM works in any class during the period of De-registration/Banning/suspension. Further for bids in process, the contractor/s will not be considered for award of works /Contract in any class, even if the said de-registered/banned/suspended contractor/s is having registration of any other Govt. / Semi Govt. agency such as PWD/ CPWD /MJP / MHADA/MES/CIDCO etc. in any class. MCGM reserves the right to terminate the work in case of such default.

15.7.8 Demoted contractor/s, registered with MCGM in any class shall not be entitled to be issued any tender document/s or quotation/s for any MCGM works in any upper class during the period of Demotion even if, the said demoted contractor/s

is having registration in any upper class from any other Govt. / Semi Govt. agency such as PWD/CPWD/MJP/MHADA / MES/ CIDCO etc. Further for bids in process, the contractor/s will not be considered for award of works / Contract in any upper class in such cases. MCGM reserves the right to terminate the work in case of such default.

15.7.9 Debarred Contractor/s (in case of Firms with outside registration) and/or contractors who are penalized by any other Govt. / Semi Govt. agency such as PWD/CPWD/MJP/MHADA/MES/CIDCO etc. shall not be entitled to be issued any tender document/s or quotation/s for any MCGM works in any class during the period of debarring. Further for bids in process, the contractor/s will not be considered for award of Works/Contract in any class, even if the said blacklisted contractor/s is having registration of MCGM or any other Govt. / Semi Govt. agency such as PWD/CPWD/MJP/MHADA/MES/CIDCO etc. in any class.

15.8 Payment upon banning / suspension / deregistration of firm

If the Contractual agency is banned / suspended / deregistered for the appropriate reasons 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. Any excess expenditure incurred or to be incurred by the Municipal Corporation in completing the works or part of the works or excess loss or damages suffered or may be suffered by the Municipal Corporation due to sub-standard work shall be recovered from any money due to the Contractor on any account and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within thirty days. If the Contractor fails to pay required sum within the aforesaid period of 30 days, the Engineer shall have right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract, and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with provision of the contract.

Any sums in excess of the amounts due to the Municipal Corporation and unsold materials constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Municipal Corporation of the works or part of the works is less than the amount of which the Contractor would have been paid had he completed the works or part of the works, benefit shall not accrue to the Contractor.

15.9 REFUND OF FEES

Demoted / banned / suspended or de-registered contractor/s shall not be entitled for refund of Registration / Up-gradation / Renewal fees.

15.10 RENEWAL FOR DEMOTED CONTRACTORS

The renewal of demoted contractor/s shall be processed for original class and the penal action of demotion will continue till the specified period.

In case the validity of the suspended contractor/s falls in suspended period, the validity will be renewed after completion of suspension period, in continuation of validity of his registration without charging the penalty prescribed for renewal.

SECTION B: Safety Health & Environment

CONTRACTOR'S HEALTH, SAFETY & ENVIRONMENT PROGRAMME

1. SAFETY ORGANISATION

1.1. SHE Policy

The Contractor shall have a written health, safety and environment policy issued by the Chief Executive of the Organization, appropriate to the scale and nature of the risks involved in the contract works. A copy of the Policy shall be made available to the Employer at the time of contract in evidence of Contractor's commitment to management of employee's health and safety and compliance to Statutory and regulatory requirements. All Contractors' employees shall be familiar with the Safety Policy and their role and obligations in its implementation. The Policy shall meet the relevant statutory and regulatory requirements and the requirements of the Employer. The Policy shall periodically be reviewed for updating with respect to new and emerging legal and other requirements. SHE policy should focus and present well defined SHE objectives and targets.

1.2 Site specific SHE Plan / Procedures / Forms & Documents

Contractor will have to prepare & get SHE plan approved from the Employer's representative. Contractor will work as per OHSAS guidelines. Contractor can use Forms available with client's representative to show documentary evidence of compliance.

1.3 Safety Representative

a) The Contractor shall appoint a Safety Representative (SR) meeting statutory competence requirements, with a minimum experience of five years of safety management in comparable contracts, approved by the Employer on the basis of his qualification [DIS] and experience & shall have hands-on experience on OHSAS 18000 & Environment Management System (EMS). Safety Head of Client's representative can disqualify the SR if found unsuitable. The SR shall give his whole time to the superintendence of the Health and Safety Programme of the Contractor.

b) The Contractor shall also nominate in writing competent Safety Appointees from different disciplines to assist SR in implementation of health and safety measures in their routine contract works. The SR shall have sufficient authority to direct Contractor's or his Subcontractor's personnel to meet health and safety requirements and to stop performance of work until such requirements are met.

1.4 Employee consultations, Safety Committee and communication

a) The Contractor shall ensure full involvement of all his employees recognizing their right to consultation on health and safety matters. The Safety Appointees of the various areas, in conjunction with the SR shall be responsible for ensuring employees' involvement through routine safety inspections, hazard and risk assessment in new and changed works and their control. Contractor shall maintain appropriate operating procedures to guide these requirements. Contractor shall plan, maintain and implement annual training calendar/matrix for periodical SHE Induction & Training programs for all working level personnel.

b) The Contractor shall also appoint a Safety Committee (SC) comprising of Safety Appointees from the various areas under the chairmanship of the Contractor's Project In charge .The committee shall meet at periodic intervals minimum monthly to discuss the status and adequacy of the safety management, and any safety concerns of the employees. The committee shall also formulate and validate the safety procedures incorporating controls to prevent or mitigate hazards and risks before submission for approval by Employer / Engineer. The minutes of SC meeting shall be submitted to the Employer / Engineer. SR shall maintain the records of the meetings. The frequency of the meetings shall be clearly defined in the SHE program and minutes of the meetings shall be submitted to Employer.

c) The Contractor shall communicate with the help of Notice board, Posters, Sign boards to the employees regularly on job hazards applicable to their

tasks in hand. Safety Appointees (SA's or any of SR's nominees.) shall hold 'Toolbox talks' for this purpose on a routine basis before undertaking any safety critical and /or non-routine activities. Weekly meetings of the Contractor and his Subcontractor attended by the SR and SA's shall include safety as a key item in the agenda to discuss hazards and risk assessments, Job safety analysis, and control procedures and to review accidents and incidents (Near-miss) for remedial measures to prevent such occurrence. The minutes of the meeting shall be submitted to the Employer / Contractor. SR shall maintain the records.

1.5 Contractor's accident / Environmental incident reports

"Accident" for the purpose of this clause is defined as "Undesired event giving rise to death, ill-health, injury, damage or other loss" and "Incident" is defined as “Event that gave rise to an accident or had the potential to lead to an accident”. An accident where no ill health, injury, damage or other loss occurs also referred to as "near- miss". Incident includes near miss.

The Contractor shall report orally, to Employer and Engineer regardless of their extent, duration and severity, immediately on occurrence of all accidents resulting in:

a) Personal injury / Dangerous Occurrence,

b) Property damages,

c) Fires,

d) Spills

e) Overflows of septic tanks and

f) near-misses

Contractor shall submit the accident/ incident report in writing to Employer / Engineer within 24 hours of its happening in the form as prescribed by the governing statute or in the absence of which, in the form prescribed by the Engineer. Contractor shall detail in the Accident/Incident report, the particulars of the dangerous occurrence leading to the accident, lost time of absence due to accident, root cause analysis and the corrective and preventive actions to prevent such recurrence. In addition, Contractor shall include his estimate of the impact of accident on project schedule. Incidents shall also be reported in the same manner identifying root cause/s to eliminate such potential occurrence or risks

1.6. First -aid personnel and facilities

a) The Contractor shall make available first-aiders, first-aid boxes and or first aid stations as per statutory requirements. The persons holding current certificates of competency of recognized institutions in prescribed numbers as per any governing statute and in the absence of such regulatory requirement a minimum of two first- aiders for each area of work for every hundred workmen. First-aiders' names shall be prominently displayed.

b) The first -aid boxes shall display contents of medical and medicinal articles with quantity maintained, which shall be in accordance with governing statute. Nominated first-aider shall replenish stock promptly.

The first-aid refresher training shall be provided at least once in a year and all employees shall be encouraged to undergo first-aid training. A record shall be kept of all first aid treatments with particulars of treatment and personnel providing the treatment.

1.7 Purchase and Procurement Control

a) The Contractor shall maintain a procedure for control of his purchases to ensure that all safety requirements are appropriately vetted by the safety personnel during all stages of procurement including planning of

specifications, inspection for acceptance and commissioning in order that threats to safety are not overlooked and appropriate attention is paid to the training of personnel in the operation of Contractor's new or changed machinery and their operation control procedures, to prevent / control risks.

b) Contractor shall exercise due diligence in appointing his subcontractors and outsourcing contract services, that no new health and safety threats are created. Contractor shall ensure personnel of subcontractors and outsourced contract services are competent in health and safety management to meet the Policy requirements. They shall be made aware of the safety rules, emergency procedures and any information that will have a bearing on the safety, health and related contractual obligations

1.8 Hazard Identification and Risk Assessment

Contractor shall ensure that his key personnel and safety personnel are trained to be competent in hazard identification, risk assessment and risk control processes. Contractor shall on a routine basis identify, evaluate and control all health and safety risks especially in the hazardous work activities to validate the previous risk assessments. Elements such as hazard identification, evaluation of risks with existing control measures in place and estimate of tolerability of the residual risks shall be an ongoing process. Any additional/New control measures shall be designed based on this process on need basis. Contractor shall make sure that specific work related risk assessment is attached to the permit while taking the permit.

2.0 Health and wellbeing of construction workers

The objective is to ensure health and safety of the workers during construction, with effective provisions for the basic facilities of sanitation, drinking water, safety of equipment's or machinery etc.

Following are the recommendations to be followed:

1. Comply with the safety procedures, norms and guidelines (as applicable) as outlined in the document Part 7 Constructional practices and safety, 2005, National Building code of India, Bureau of Indian Standards
2. Provide clean drinking water to all workers
3. Provide adequate number of decentralized latrines and urinals to construction workers.
4. Guarding all parts of dangerous machinery.
5. Precautions for working on machinery.
6. Maintaining hoists and lifts, lifting machines, chains, ropes, and other lifting tackles in good condition. Durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
7. Ensuring that walking surfaces or boards at height are of sound construction and are provided with safety rails or belts.
8. Provide protective equipment; helmets etc.
9. Provide adequate measures to prevent fires.
10. Fire extinguishers and buckets of sand to be provided in the fire-prone area and elsewhere where ever found necessary.
11. Provide sufficient and suitable light for working during Nighttime.
12. Dangers, health hazards, and measures to protect workers from materials of construction, transportation, storage etc.

13. Safety policies of the construction firm/division/company.

2.1 Sanitation facilities for construction workers

Sewage generated from the areas occupied by the construction laborers have to be directed into the existing sewage drain of the area. In case of non-availability of the sewer system, an onsite decentralized treatment system has to be provided.

3.0 Water use during construction

3.1 Parameters for water quality

Water used shall be clean and reasonably free from injurious quantities of deleterious materials such as oils, acids, alkalis, salts and microbial growth. Generally, potable water shall be used. Where water can be shown to contain any sugar or an excess of acid, alkali or salt, that water should not be used.

3.2 Measures for reducing water demand during construction

To avoid wastage of curing water, following guidelines are to be followed:

1. Curing water should be sprayed on concrete structures; free flow of water should not be allowed for curing.
2. Concrete structures should be covered with thick cloth/gunny bags and then water should be sprayed on them. This would avoid water rebound and will ensure unstained and complete curing.
3. Ponds should be made using cement and sand mortar to avoid water flowing away from the flat surface while curing.
4. Water ponding should be done on all sunken slabs, this would also highlight the importance of having an impervious formwork.

4.0 Construction wastewater management

Wastewater generated from the site during the construction contains suspended materials, spillage and washings from the various areas which can be hazardous and should not be mixed with the sewage water or allowed to percolate into the ground. A separate drainage should be provided for the construction wastewater and collected in a separate basin. The water should

be discharged into the sewage drain after pretreatment including filtration and removal of contaminants to the standards prescribed for disposal.

5.0 Noise Control

i) No horn shall be used in silence zones or during night time in residential areas except during public emergency.

ii) Sound emitting construction equipment shall not be used or operated during night time in residential areas and silence zone.

Area code	Category of Area/ Zone	Limits of dB(A)Leq	
A	Industrial Area	75	70
B	Commercial Area	65	55
C	Residential Area	55	45
D	Silence Zone	50	40

Note:-i) Day time shall mean from 6AM to 10 PM

ii) Night time shall mean from 10 PM to 6 AM

iii) Silence Zone is an area comprising not less than 100meters around hospitals, educational institutes, courts, religious places or any other area declared such by competent authority.

ANNEXURE-I

Adjustment Formulae

a) Local Currency Component

i. Price adjustment for increase or decrease in the cost due to local labour shall be paid in accordance with the following formula:

$$\mathbf{VL = PL\ \frac{88R(Li - Lo)}{100Lo}}$$

V_L = increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour

Lo = The Consumer Price Index Numbers (General) for Mumbai (declared by the Labour Bureau, Government of India) as on the date 30 days prior to the deadline for submission of bids

Li = The average Consumer Price Index Numbers (General) for Mumbai (declared by the Labour Bureau, Government of India) for the quarter under consideration.

P_L = Percentage of local labour component as specified in Special conditions of contract (SCC).

i. Price adjustment for increase or decrease in the cost of cement procured by the Contractor from a source within India shall be paid in accordance with the following formula:

$$\mathbf{Vc = Pc\ \frac{88R(Ci - Co)}{100Co}}$$

Vc = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for cement.

Co = The whole sale price index for cement as on the date 30 days prior to the deadline for submission of bids as published by the Office of the Economic Advisor, Ministry of Industry, Government of India, New Delhi.

Ci = The average whole sale price index for cement for the quarter under consideration as by the Office of the Economic Advisor, Ministry of Industry, Government of India, New Delhi.

Pc = Percentage of cement as specified in Special conditions of contract (SCC)

Price adjustment for increase or decrease in the cost of reinforcing steel procured by the Contractor from a source within India shall be paid in accordance with the following formula:

$$\mathbf{Vs = Ps\ \frac{88R(Si - So)}{100So}}$$

V_S = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for reinforcing steel.

So = The whole sale price index for steel (Iron & Steel) as on the date 30 days prior to the deadline for submission of bids as published by the Office of the Economic Advisor, Ministry of Industry, Government of India, New Delhi.

Si = The average whole sale price index for steel (Other Iron & Steel) for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Industry, Government of India, New Delhi.

Ps = Percentage of steel as specified in Special conditions of contract (SCC)

i. Price adjustment for increase or decrease in cost of other local materials procured by the Contractor shall be paid in accordance with the following formula:

$$\mathbf{m = Pm\ \frac{88R(Mi - Mo)}{100Mo}}$$

V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local materials other than Petroleum Oil & Lubricant.

Mo = The whole sale price index (all commodities) as on the date 30 days prior to the deadline for submission of bids as published by the Office of the Economic Advisor, Ministry of Industry, Government of India, New Delhi.

Mi = The average whole sale price index (all commodities) for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Industry, Government of India, New Delhi.

Pm = Percentage of local material component as specified in Special conditions of contract (SCC).

i. Price adjustment for increase or decrease in cost of fuel and lubricants procured by the Contractor from a source within India shall be paid in accordance with the following formula

$$\mathbf{VF = PF\ \frac{88R(Fi - Fo)}{100Fo}}$$

V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for fuels and lubricants.

Fo = The retail price of High Speed Diesel (HSD) at the existing consumer pumps of Indian Oil Corporation (IOC) at Mumbai as on the date 30 days prior to the deadline for submission of bids.

Fi = The retail price of HSD at the existing consumer pumps of IOC at Mumbai for the 15th day of each calendar month of quarter under consideration.

P_F = Percentage of fuel and lubricants as specified in Special conditions of contract (SCC). (for the application of this clause the price of HSD has to be chosen to represent Fuels and Lubricants group.)

i. Price adjustment for increase or decrease in the cost of steel plates for pipelines procured by the Contractor from a source within India shall be paid in accordance with the following formula:

$$\mathbf{Vp = Pp\ \frac{88R(Pi - Po)}{100Po}}$$

V_P = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel plates.

Po = The whole sale price index for Oromild Steel & Tensile Plates as on the date 30 days prior to the deadline for the submission of bids as published by the Office of the Economic Advisor, Ministry of Industry, Government of India, New Delhi.

Pi = The average whole sale price index for Oromild Steel & Tensile Plates for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Industry, Government of India, New Delhi.

P_P = Percentage of steel plates component for the Works as specified Special conditions of contract (SCC).

i. Price adjustment for increase or decrease in the cost of electricity

shall be paid or recovered in accordance with the following formula

$$\mathbf{VE = PE\ \frac{88R(Ei - Eo)}{100Eo}}$$

V_E =Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for electricity.

Eo = The group-wise index number of industrial production of electricity as on the date 30 days prior to the deadline for submission of bids as officially published in monthly RBI bulletin by Reserve Bank of India.

Ei = The group-wise index number of industrial production of electricity for the quarter under consideration as officially published in monthly RBI bulletin by Reserve Bank of India.

P_E = Percentage of electricity component as specified in Special conditions of contract (SCC)

i. Price adjustment for increase or decrease in the cost of mechanical plant and machinery going into permanent works shall be paid or recovered in accordance with the following formula :

$$\mathbf{VT = PT\ \frac{88R(Ti - To)}{100To}}$$

V_T = Increase or decrease in the cost of work during the quarter under consideration due to changes in price for mechanical plant and machinery.

To = The wholesale price index of non electrical machinery & parts as on the date 30 days prior to the deadline for submission of tenders as published by the office of the Economic Advisor, Ministry of Industry, Government of India, New Delhi.

Ti = The average wholesale price index of non electrical machinery & parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Industry, Government of India, New Delhi.

P_T = Percentage of mechanical plant and machinery component as specified in Special conditions of contract (SCC)

For extra items of works required to be executed as per Clause 10(a) and 10 (b) of Conditions of Contract, the escalation will be payable on the basis of formulae mentioned above by adopting Lo, Co, So, Mo, Fo, Po, Eo, and To prevailing on the date of first execution of the extra items.

6. The percentage of various components such as labour, material, fuel and lubricants to be adopted in the formulae for working out increase or decrease in cost of work, in case of extra items shall be decided while framing the rate for extra items on the basis of actuals.

Additional Clause for EPC Tender :-

1.1. Quality of Materials and Workmanship

(i) The Contractor shall ensure that the Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Sound Engineering practice. The work shall be of the specified quality and standard, both in respect of ingredients as well as the intended functions it is supposed to perform for service life.

(ii) The Contract warrants that all Materials shall be new, unused, not reconditioned, unless otherwise allowed as per contract or by Engineer-in-Charge, and in conformity with Specification and Standards, Applicable Laws and Sound Engineering Practice, and that the Contractor shall not use any materials which are generally recognized as being deleterious under Sound Engineering Practices

1.2. Quality Assurance System

The Contractor shall devise a quality assurance mechanism to ensure compliance with the provisions of this Agreement (the "Quality Assurance Plan" or "QAP").

(i) The Contractor shall, submit to the Engineer-in-Charge, its Quality Assurance Plan 15 (fifteen) days in advance of start of the execution stage specified in this tender. The Engineer-in-Charge shall convey its comments to the Contractor within a period of 7 (seven) days of receipt of the QAP stating the modifications, if any, required and the Contractor shall incorporate those in the QAP conforming with the provisions of this clause. The QAP shall include the following:

a. Contractor's Organization & structure, duties and responsibilities of individual key personnel, quality policy of contractor, procedure for control of non-conformities and corrective action, inspections and documentation.

b. Internal quality audit system.

c. Machinery, Shuttering, other Tool & Plants, etc. required to be deployed at site.

d. Method statement of important activities. These can be submitted as per the sequencing of the activities of the work.

e. Quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, proforma for testing and calibration in accordance with the Specifications and Standards and Sound Engineering Practice; and Material Lot size, number of required tests and frequency of testing for different construction materials.

All the relevant and applicable codes, specifications and standards, as well as the acceptance criteria for various items of work, workmanship, materials and process employed needs to be mentioned.

f. Check-list for various items and materials.

g. Formats for site documentation, monthly reports on implementation of QAP.

h. Sampling of materials.

(i) All samples of materials including Cement Concrete Cubes shall be taken by the QA engineers deployed by the Contractor and shall be witnessed by the Engineer-in-Charge or his authorized representatives as specified in this tender. All the necessary assistance, facilities and safety shall be provided by the contractor. Cost of sample of materials and testing charges shall be borne by the contractor and he/she is responsible for safe custody of samples to be tested at site.

(ii) Testing of Materials The contractor shall establish temporary field laboratory of adequate size with all necessary facilities. Field laboratory shall be equipped with the testing equipment for conducting routine field tests as per this contract. It will also have copies of standards, BIS codes, IRC codes, relevant publications. All the tests in field lab setup at construction site shall be carried out by the QA Staff deployed by the contractor and shall be witnessed by the Engineer-in- Charge or his authorized subordinates as specified in this tender. The contractor shall provide all necessary facility to them for witnessing the tests in the field laboratory. In general, contractor shall carry out 90% of field tests in site laboratory and 10% tests shall be got carried out from outside laboratory as indicated below. Contractor shall endeavour to obtain test reports for tests conducted from outside laboratory in a reasonable time.

(iii) Maintenance of Register of Test - • All the entries in the register of test are to be made by the designated QA Engineers of the contractor and same is to be regularly reviewed by the field officers as well as the Engineer-in-Charge. The contractor shall allow inspection of such records any time as desired by Engineer-in-Charge or his authorized representative. • All the tests carried out at construction site or outside laboratories are to be maintained by the contractor in the prescribed format in the test registers provided by the contractor and duly authenticated by Engineer-in- Charge. The test reports shall also be maintained

in hard file. • Contractor is responsible for maintenance and safe custody of all the test registers and test records. • Mandatory test conducted as per approved proforma shall be attached with each Running bill. Submission of copy of all test registers and material at site register along with each alternate Running Account Bill and with Final Bill is mandatory.

(iv) Maintenance of Material at Site (MAS) Register- MAS register of the key materials including Cement and Steel Registers shall be maintained in the proforma approved by Engineer-in-Charge. All the entries in the MAS registers are made by the designated staff of the contractor and same is regularly reviewed by the field officers as well as the Engineer-in-Charge. Contractor is responsible for maintenance and safe custody of MAS registers.

(v) The Contractor shall procure all relevant codes, publications, apparatus and instruments, fuel, consumables, water, electricity, labour, materials, samples and qualified personnel as are necessary for examining and testing the Works, Materials and workmanship in accordance with the Quality Assurance Plan. (vi) All the cost of testing including cost of samples, packaging, transportation, testing charges of Construction, Materials and workmanship under this clause shall be borne by the contractor.

(vii) The contractor shall submit monthly quality progress report on implementation of the provisions of Quality Assurance Plan on the format approved by the Engineer-in Charge.

1.3. Samples

The Contractor shall, at its own expense and without delay, provide the samples of Materials and relevant information like Manufacturer's test reports, standard samples of manufactured Materials and Samples of such other Materials as the Engineer-in- Charge may require for review and approvals before actual use.

1.4. Test

(i) For determining that the Works conform to the Specifications and Standards, the Engineer-in-Charge shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement and in accordance with sound engineering practice for quality assurance. Frequency and the manner in which tests shall be conducted shall be in the following order of preference:

(a) Contract provisions.

(b) BMC specifications.

(c) BIS codes.

(d) IRC codes.

(e) MoRTH Specifications. (

f) International Codes.

(g) Manufacturer's specifications.

Outside tests shall be conducted at Government labs /IITs and other approved laboratories by the Engineer-in-Charge for testing of materials

(ii) The Contractor shall, with due diligence, carry out all the tests in accordance with the Agreement and furnish the results thereof to the Engineer-in-Charge. The Engineer-in Charge or his authorized representative shall witness or participate during the testing as specified in this tender. The contractor shall provide all necessary assistance for witnessing/participating in the field tests.

(iii) In the event that results of any tests conducted under this clause establish any defects or deficiencies in the Works, the Contractor shall carry out remedial measures at its own cost and furnish a report to the Engineer-in-Charge in this regard. The Engineer-in-Charge shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the works into compliance with the Specifications and

standards and the procedure shall be repeated until such Works conform to the Specifications and Standards.

1.5 Method Statement

The 'Method statement' is a statement by which the construction procedures for important activities are stated, checked, and approved. The method statement shall be prepared for important activities as identified by the contractor as mentioned in QAP or any other activity as instructed by Engineer-in Charge. The 'Method statement', should have a description of the item with elaborate procedure in steps to implement the same, the specifications of the materials involved, equipment to be deployed, measures for ensuring safety, their testing and acceptance criteria, precautions to be taken, mode of measurement, etc. The Contractor shall, at least 15 (fifteen) days prior to the commencement of activities, submit to the Engineer-in-Charge for review, the method statements proposed to be adopted for executing the various items of work. The Engineer-in-Charge shall complete the review and convey its comments, if any, to the Contractor within a period of 07 (seven) days from the date of receipt of the proposed methodology from the Contractor.

1.6. Inspection & review by the Engineer-in-Charge and External Audit.

The Engineer-in-Charge, his authorized subordinates, senior officers of department, QA unit or any other third party may inspect and review the progress and quality of the work and issue appropriate directions to the Contractor for taking remedial action in the event the work is not in accordance with the provisions of this Agreement. The work may be inspected at any time/stage by external inspection teams like Vigilance, Third Party Quality assurance agency, BMC team etc. may conduct inspection of the quality of the works. The findings of the inspections shall be notified to the Contractor for taking remedial action in accordance with the agreement. The Contractor shall provide all assistance as may be required by the inspection teams in the conduct of its inspection here under.

Suitable actions shall be taken as per the provisions contained in the relevant clauses of the agreement, if the work is not found to be as per specifications or quality as specified in the agreement.

1.7. Inspection of records The Engineer-in-Charge or his authorized representative shall have the right to inspect the records of the Contractor relating to the works.

1.8. Inspection of Works

(i) The Engineer-in-Charge and his authorized subordinates shall at all times;

(a) have full access to all parts of the site and to all places from which natural materials are being obtained for use in the works; and

(b) during production, manufacture and construction at the site and at the place of production, be entitled to examine, inspect, measure and test the materials and workmanship and to check the progress of the manufacturer of Materials.

(ii) The Contractor shall give the Engineer-in-Charge and its authorized representative access, facilities and safety equipment for carrying out their obligations under this Agreement.

1.9. Examination of work before covering up/ Test Check of item of Work

In respect of the work which the Engineer-in-Charge or his authorized representatives are required to examine, inspect, measure or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Engineer-in-Charge whenever any such work is ready and before it is covered up. The Engineer-in-Charge shall then either carry out the examination, inspection or testing without unreasonable delay within 7 days, or promptly give notice to the Contractor that the Engineer-in-Charge does not require him to do so. Provided, however, that if any work is of a continuous nature where it is not possible or

prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3(three) business days' notice, to the Engineer-in-Charge to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Engineer-in-Charge within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Engineer-in- Charge, the Contractor shall be entitled to assume that the Engineer-in-Charge would not undertake the said inspections.

1.10. Rejection

(i) If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Engineer-in-Charge may reject such piece of work, Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the requirements of this Agreement.

(ii) If the Engineer-in-Charge requires a Piece of work, Plant, Material, design or workmanship to be retested, the tests shall be repeated on the same terms and conditions, as applicable in each case. If the rejection and retesting cause the department to incur any additional costs, such costs shall be recoverable by the Engineer-in-Charge from the Contractor and may be deducted by the Engineer- in Charge from any amount due to be paid to the Contractor.

(iii) The Contractor shall not be entitled to any extension of time on account of rectifying any defect or retesting as specified in this clause.

(iv) Examination, inspection, measurement or testing of any Plant, Material, design or workmanship by the Engineer-in-Charge or its failure to convey its observations or to examine, inspect, measure or test shall neither relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Engineer-in-Charge be liable for the same in any manner.

1.11. Remedial work

(i) Notwithstanding any previous test or certification, the Engineer-in-Charge may instruct the Contractor to:

(a) remove from the site and replace any piece of work, plant or materials which are not in accordance with the provisions of this Agreement.

(b) remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and

(c) execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise.

(ii) If the Contractor fails to comply with the instructions issued by the Engineer-in- Charge under aforesaid para, within the time specified in the notice or as mutually agreed, the Engineer-in-Charge may get the work executed by another agency. The cost so incurred by the Engineer-in-Charge for undertaking such work shall, without prejudice to the rights of the Engineer-in-Charge to recover damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the Engineer-in-Charge from any amount due to be paid to the Contractor.

1.12. Quality Control Records The Contractor shall hand over authenticated copy of all its quality control records and documents to the Engineer-in-Charge before the Completion Certificate is issued.

1.13. Video recording

During the Construction Period, the Contractor shall provide to the Engineer-in- Charge for every calendar quarter, a video recording which will be compiled into a 15 (fifteen) minutes digital video covering the status and progress of work in that quarter. Video recording should show different activities, stage of work, quality assurance activities etc. including animation,

graphs, digital maps, commentary, sub titles, etc. spread over the quarter. The video recording shall be provided to the Engineer- in-Charge no later than 15 (fifteen) days after the close of each quarter to be reckoned from next full month of date of start of work.

1.14. Suspension of unsafe Construction Works

(i) Upon recommendation of the Engineer-in-Charge to this effect, or on his own volition in cases of emergency or urgency, the Engineer-in-Charge may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of Engineer-in-Charge, as the case may be, such work threatens the safety of the Users and or other persons on or about the Project. Provided, however, that in case of an emergency, the Engineer-in-Charge may suomoto issue the notice referred to hereinabove.

(ii) The Contractor shall, pursuant to the notice under above para, suspend the Works or any part thereof for such time and in such manner as may be specified by the Engineer-in-Charge and thereupon carry out remedial measures to secure the safety of suspended works, the Users, other persons and vehicles on or about the Project. The Contractor by notice require the Engineer-in-Charge to inspect such remedial measures forthwith and request for revocation of suspension. Upon reviewing the remedial measures, the Engineer-in-Charge shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary and reasonable and the procedure set forth in this Clause shall be repeated until the suspension hereunder is revoked.

(iii) Subject to other provisions of the agreement, all reasonable cost incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "Preservation Costs") shall be borne by the contractor, if in the opinion of Engineer-in-Charge suspension is on account of reasons attributable to the contractor.

(iv) If suspension of Work is for reasons not attributable to the Contractor, the Engineer-in-Charge shall determine any Time Extension, if required, in accordance with the provisions of clause-5.

1.15. Online maintenance of Site records including testing records. The Engineer-in-Charge may require the contractor to upload all the site records in any online system devised by him. The contractor shall have to ensure that all the required site records, as desired by the Engineer-in-Charge shall be uploaded in this online system. Nothing extra on this account shall be payable to the contractor. In case these records are to be maintained in any online module then contractor shall comply with this.

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SECTION 9

SPECIFICATIONS & SELECTION OF MATERIAL

SPECIFICATIONS & SELECTION OF MATERIAL

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

Specifications of the non USOR items (Civil & MEP works) are attached seperatly.

SELECTION OF MATERIAL

1. All materials brought on the site of work and meant to be used in the same, shall be the best of their respective kinds and to the approval of the Engineer. The Engineer or his representative will accept that the materials are really the best of their kinds, when it is proved beyond doubt that no better materials of the particular kind in question are available in the market.
2. The contractor shall obtain the approval of the Engineer of samples of all materials to be used in the works and shall deposit these samples with him before placing an order for the materials with the suppliers. The materials brought on the works shall conform in every respect to their approved samples. Fresh samples shall be deposited with the Engineer whenever the type or source of any material changes.
3. The contractor shall check each fresh consignment of materials as it is brought to the site of works to see that they conform in all respects to the Specifications of the samples approved by the Engineer, or both.
4. The Engineer will have the option to have any of the materials tested to find out whether they are in accordance with the Specifications and the Contractor will bear all expenses for such testing. All B bills, vouchers and test certificates, which in the opinion of the Engineer or his representative are necessary to convince him as to the quality of the materials or their suitability shall be produced for his inspection when required.
5. Any materials that have not been found to conform to the specifications will be rejected forthwith and shall be removed from the site by the contractor at his own cost within 24 hours.
6. The Engineer shall have power to cause the Contractors to purchase and use such materials from any particular source, as may in his opinion be necessary for the proper execution of the work.
7. Notwithstanding the source, the sand shall be washed using sand washing machine before use.
8. Testing of all materials shall be carried, as per testing frequency specified in relevant specification, standards, quality assurance manual etc. is mandatory. The testing of concrete used for structural works shall be tested for every pouring/casting day and as per relevant IS code provisions. The testing of steel material used for structural works shall be done for every lot received on site and the same shall be submitted to BMC before actual use on site. If adequate no. of tests are not carried out the corresponding pro-rata quantity payment will be withheld/recovered if inadvertently paid, at any stage of the contract.
9. The specifications for finishing / Architectural / Civil Items shall be got approved from M.A. Department, before using on site and as per note of no. MA Che/MA/2638/I dated 16.01.2023.

10. In case of change in Specification, differential cost will be paid/recovered from the Contractor.

11. Factory testing for all equipment prior to delivery shall be carried out by BMC staff/PMC for all factory supplied civil items, mechanical and electrical items. All costs related to the testing including travel, lodging and boarding will be borne by the contractor.

12. All internal walls/ceiling shall be form finished exposed concrete with 15mm gypsum plaster or brick masonry with min 15mm gypsum plaster or brick masonry with min 15mm thick (including on RCC structural members.)- Gyproc Plaster

13. Internal surface (wherever not dadoed or tiled) will be finished with two coats of acrylic emulsion of approved shade and colour over a coat of primer and one coat of Birla Putty.

14. Window/louvered window will be provided with 18mm thick polished granite sills on all sides with 6mm projection from plaster surface and with level difference.

15. All electrical/TV wiring shall run through concealed wiring in GI/PVC conduits.

16. All taps/faucets will be of single lever fitting of Jaguar/Grohe make

17. All door hinges and hardware will be of Dorma/Hettich make only.

18. Kotah stone wherever used shall be minimum 25mm thick with uniform greenish colour.

19. Rectified and Vitrified/Ceramic tiles wherever used shall be first quality of uniform size, colour and edges evenly leveled.

20. All mild steel work will be finished with 2 coats of enamel paint over one coat of anti rust primer.

21. All rain water waste and soil pipes shall be in PVC for all upper floors & C.I. for ground/Stilt floor

22. All windows will be protected by means of RCC chajja (or RCC in set/boxing) of at least 600mm

23. Staircase Areas:-

i.Staircases should be have minimum 2m wide staircase flight with single piece granite stone treads and risers RCC Pardi with S.S. pipe as handrail and minimum height of 1.05m.

ii. 2 hr fire rated door (Shakti Hormann/ Godrej make) to be provided with panic bar on inner side and lever handle on outside as per door schedule.

iii. Electrical wiring to be of Polycab/Finolex make. FRD door at terrace level as approved by BMC is required.

iv.The staircase shall be well lit and well ventilated with glazed aluminum sliding windows and/or RCC grill.

v.1 light point at each landing level and mid-landing level is required.

vi.2 hour Fire resistance rating for staircase FRD, lift lobby/protected lobby is required.

24. LIFT:-

S.no	SOR Code	DESCRIPTION OF ITEMS	Unit	Qty
1	R3-ME-19-SI-15P	SITC OF **15 PASSENGER CUM STRETCHER/ HOSPITAL-GEARLESS LIFT/1020Kg** MR/MRL, COPO/ TOPO doors with frame having opening of 800/900/1000 mm wide X 2000 mm high, Automatic Rescue Device, Audio- Visual, Overload indicator, Infra red curtain, 3VF		

		drive, Emergency alarm, Fire alarm switch, overload warning indicator, suitable door safety as specified, suitable for physically challenged persons, complete in all respect as specified in technical specifications. The lift shall be provided with 3 year free defect liability period.		
	R3-ME-19-SI-15P-5	SITC of Passenger cum stretcher/ hospital gearless lift for 15 Passenger/1020 Kg, G+5 floor (6 Stops/6 Landings)	Job	2
	R3-ME-19-SI-8P-5	SITC of Passenger gearless lift for 8 Passenger/544 Kg, G+5 floor (6 Stops/6 Landings)	Job	1

All lifts will have S.S. hairline finish, S.S. ceilings dual car operating panels and lobby level floor indicators and direction indicators. Lifts will be provided with granite flooring, standard accessories including C3 messaging and access control. Fireman's lift will be provided as per CFO norms. Approved makes: - Schindler/Otis/Kone/Thyssenkrup. Lifts to be with destination control.

25. Electric Meter Room:- Provide individual meters for the offices at all floor and to be located in a meter room at ground/stilt floor level. Separate meter for common lighting facility, lifts, passage lighting, pumps~~/STP~~. The meter room shall be well ventilated and provided with a lockable door and fire resistance door.

26. Parapet:- Terrace parapet should be min. of 125mm RCC or 230mm thick brick masonry of minimum 1.20m height with minimum 100mm thick RCC coping on top.

27. Internal Corridors Lobby:-

i.Flooring- 20mm granite finish with 150mm skirting of the same for entrance lobby and marble in lay for corridors/passages with 150mm skirting for the same.

i. Painting- Acrylic Emulsion Paint on walls upto 1.50m height. Rest of the wall area and ceiling shall be OBD in shade of same color (Two coats over a coat of primer.) Paint Makes: Asian Paint/ Goodlas Nerolac/Berger.

ii. Number Plates- Silver anodized aluminum plates of minimum 50mm ht. for all offices

iii. Electrical- 1 light point at 2.40m height at every 4m interval in common passage. Individual switches as needed. Electrical makes Bajaj/Havells/Wipro. Electrical wiring: Polycab/Finolex

iv. Signage- Composite panel digitally printed signage for all toilets/floors, fire signage, exits, shafts, lifts, staircases and floor directories.

v. False Ceiling- Metallic Armstrong (Aluminium) false ceiling (wood finish) with gypsum board false ceiling for borders to ensure full tile fitting.

17) O. H. water Tank:	Plumbing	RCC with slab and M.S. covers for MH on top with proper locking arrangement. Water proofing to be provided with injection grouting Internal and external water proof plaster. M. S. ladder to overhead water tanks. Plumbing inlets and outlets will be hidden from general view by means of a barrier wall. A separate water tank shall be provided in case of water from bore well in case where municipal water supply is not available or insufficient and separate water tanks and lines for domestic and fire & flushing water system. Capacity of OHT/UGT as per MCGM norms and that of fire tank as per CFO.	Plumbing: I.S.I. quality (Watertec Pvt Ltd. Finolex Industries Ltd.) All work to be done as per concerned Statutory Authority.
18) Ducts/ Shafts		It is desirable that all vertical plumbing may be hidden from view and pass through external vertical ducts. Similarly all electrical wiring telephone wires, internal and TV cables will pass through special ducts provided for the purpose and accessible through lockable doors - 2 hr fire rated with Allenkey locking system	Ducts shall be designed to facilitate easy access for repair maintenance purpose in future.
19) Terrace water proofing		The terrace floor slab shall be water proofed. Brick bat coba shall be used for providing proper gradient for drainage of rain water to nearest down take rain water pipes. The terrace shall be finished with 50% Italian marble and 50% granite white glazed china mosaic.	As per Specifications.
20) External wall finish and Appearance		External facades of the buildings shall be neat and with pleasing aesthetics and color combinations. The wall surface shall be finished with WaterproofOS and sand faced plaster intwo coats plaster in case ofbrick masonry construction or exposed in case of monolithic concrete construction. In either case, the wall surface will be painted externally with rain coatpaint of Dr. Fixit or 100% cement weather proof paint of ISI Mark Company. Extra polymer coating of ISI marks company on all the exterior dead walls. Entire façade of the building shall be finish with 4mm aluminum composite panel, FR exterior grade with aluminum frame work, tray system fitment , joints fill with weather sealant and low-E unitized double glazing system with fire break, granite finish bund wall and façade firefighting norms as per CFO requirement. Openable panels to be provided at all floors as per CFO requirement. All joints between glazing and structure vertical and horizontal to be protected with 2hr fire rated calcium silicate board and sealant. Granite finished bund to be provided at all levels with skirting and top finish of granite.	Paint: Asian Paint/ Goodlas Nerolac/Berger.

C. INFRASTRUCTURE FACILITIES

21) Compound Wall- Min. 1.5m height with RCC pillar/beams 230mm thick brick masonry wall with pillars as required and RCC coping on top. Granite finish as per reference BOQ.

22) Gates to be provided at various locations- M.S. Ornamental gate with good design of Min. size 6.0m wide 1.5m height with M.S. frame & Grill with track on wheel, locking arrangement.

23) Plinth Protection- Minimum 1.00m plinth protection in PCC 150mm thick. M 25 all around building with soling below over finished Ground level with paver blocks of 80mm thick. Hardscape for all non-landscape areas with 80mm paver blocks.

BRIHANMUMBAI MUNICIPAL CORPORATION

No. Ch.E./BM/0889/II Date 12.04.2024

Sub.:- List of Approved Building Materials updated up to 31.03.2024.

Following brands of building materials have been approved by Ch.E.(B.M.)/Director (E. S.& P.). The brands of the building materials approved and mentioned in the list with the validity given below shall be used. For the materials other than mentioned in the list brands, only ISI marks materials shall be allowed to be used with prior written permission of the engineer, for individual work. The contractors shall distinctly understand that it will not be their prerogative to insist for use of particular make/brand from following list and final selection will have to be done with approval of engineer. The following list of approved building materials may vary and some new category/brand may be added or existing ones may be deleted. The contractor shall use the brand as directed by the engineer.

Sr. No	Category	Product	Brand Name if any	Manufacturer's Name & Correspondence address	Contact Details	Validity
1.		OPC 53 & PPC	SHREE CEMENT - ROOFON & JUNGROD HAK	M/s. Shree Cement Ltd, One BKC Building, 1110 A, 11TH Floor, C Wing, Plot no. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai– 400 051	Mob.:- 98106231 90	22.03.2025
2.		OPC 53 & PPC	Coromond el & CSK	M/s. The India Cement Ltd, 102, 1ST Floor, Swastik Chambers, Sion Trombay Road, Chembur (E), Mumbai - 400071.	Mob:- 96899127 05	27.01.2026
3.		OPC 53, PPC & Composite Cement	JK LAKSHMI	M/s. JK Lakshmi Cement Ltd., 9, Kasturi Building, 3RD Floor, J Tata Road, Mumbai 400020	Mob.:- 97681092 06	01.05.2026
4.	GGBS	Ground Granulated Blast Furnace Slag	JSW	M/s. JSW Cement Limited, JSW Centre, Bandra Kurla Complex, Bandra (E), Mumbai 400051	Mob.:- 98199908 01	03.03.2021
5.	White Cement	White Cement, Putty & Others	J K MAXX	M/s. J. K. White Cement Works 4TH Floor, Krsna Chambers, Plot no. 11, Galaxy Garden, North Main Road, Koregaon Park, Pune 411001	Mob.:- 85303328 82	22.03.2025
6.	Reinforcem ent Bars	TMT bars of Grade (Fe415, to Fe550D) (8mm to 32mm)	SUN TMX QST & MORIYA	M/s. Jaideep Metallics & Alloys Pvt. Ltd., Gut No. 73, 74, 76, 78, 79, 80, 179, 180, Village Lakhmapur, Bhiwandi Wada Road, Taluka Wada, Thane-421303.	(022) 42032003 FAX- (022) 42032020	08.12.2026
7.		CRS Grade bars (Fe 500 &	GUARDIAN	M/s. Guardian Castings Pvt. Ltd.	(022) 67975145	29.09.2025

	Fe 500D) (8mm to 32mm)		415, Mahinder Chambers, W.T. Patil Marg, Opp. Dukes Factory, Chembur, Mumbai-400071	/ 5146	
8.	TMT bars of Grade (Fe 500, Fe 500D, Fe 550D & CRS) (8mm to 32mm)	BHAGWATI	M/s. Bhagwati Steel Cast Pvt. Ltd., D-101, MIDC, Malegaon, Sinnar, Dist-Nashik-422113, Maharasatra	022-40354444 Fax 40350432	14.10.2025
9.	TMT bars of Grade Fe 500, Fe 500D, Fe550, Fe 550D & Fe 600 (8mm to 32mm)	BHAGWATI	M/s. Bhagwati Ferro Metal Pvt. Ltd., A 601, Western Edge, Kanakia Spaces, Opp. Magathane, Bus Depot, Western Express Highway, Borivali (E), Mumbai 400066	Mob.:-93774829 72	31.07.2025
10.	TMT bars of Grade (415 to Fe 550D) (8mm to 32mm)	THANE	M/s. Thane Steel Limited, 14, Steel Yard House, S.T. Road, Carnac Bunder, Mumbai - 400009	Mob.: 83560599 49	22.08.2024
11.	TMT bars of Grade Fe (415 to Fe 500D) (8mm to 32mm)	METRO	M/s. Metro Ispat Pvt. Ltd., Potia Industrial Estate, 3rd Floor, Darukhana, Reay Road, Mumbai 400010	Mob.:-98196819 61	03.12.2024
12.	TMT bars of Grade Fe500, Fe500D, Fe550 & Fe550D (8mm to 32mm)	KALIKA	M/s. Kalika Steel Alloys Pvt. Ltd., Office No. 412, Shreekant chambers Premises, Sion Trombay Road, Chembur, Mumbai 400071	Mob.: 90499973 11	28.03.2025
13.	TMT bars of Grade Fe500, Fe500D, Fe550 & Fe550D (8mm to 32mm)	KHATU	M/s. Shri Khatu Shyam Alloys Pvt. Ltd., Survey no. 148/3, Near Parle Biscuit Company, Village Kharadpada, Silvasa 396230	Mob.:-99307725 70	16.06.2025
14.	TMT bars of Grade Fe500, Fe500D, Fe550 & Fe550D & CRS 500 (8mm to 32mm)	SANGAM STEEL	M/s. SMW ISPAT Pvt. Ltd., C-2, MIDC, Deoli Growth Centre, Deoli, Dist. Wardha 442101. M.S.	Mob.:-93997671 10	17.05.2026
15.	TMT bars of Grade Fe500, Fe500D, Fe550 &	SHIV TMX	M/s. Shivkrupa Steel & Alloys Pvt. Ltd., Unit No. F 412, 4TH Floor, L & T Seawood, Grand Central,	Mob.:-98905019 58	30.05.2026

		Fe550D (8mm to 32mm)		Tower-2, Plot no. R1, Sector 40, Seawood, Navi Mumbai-400706. M.S.		
16.		Fe500 & Fe550 (8mm to 32mm)	SHIRDI TMT TMX	M/s. Arya Steel Rolling (India) Pvt. Ltd., Plot No. B-6, Five Star MIDC, Kagal, Dist. Kolhapur - 416236	Mob.:-	30.10.2026
17.		Fe500, Fe 500D, Fe550, Fe 550D (8mm to 32mm)	GSPL	M/s. Geetai Steels Pvt. Ltd., Plot No. F-21, F-22, Phase II, Addl. MIDC Area, Jalna-431203 (M.S.).	Mob.:- 9158299287	05.11.2026
18.		Fe500, Fe 500D, Fe550, Fe 550D (8mm to 32mm)	GAJKESARI	M/s. Gajkesari Steels & Alloys Pvt. Ltd., Plot No. F-18/19, Phase II, Addl. MIDC Area, Jalna-431203 (M.S.)	Mob.:- 7391044410	30.10.2026
19.		Fe500, Fe500D, Fe550, Fe550D & Fe600 (8mm to 25mm)	SD LION	M/s. Shree Ramdoot Rollers Pvt. Ltd., Govind Mahal, 3, Wood Street, 2ND Floor, Kolkata, West Bengal - 700016	Mob.:- 8100891712	27.11.2026
20.		Fe550, Fe550D & Fe550D CRS (8mm to 32mm)	RADHA TMT	M/s. Radha Smelters Pvt. Ltd., 4TH Floor, Mahavir Radiance, Opp. Kavuri Hills, Water Tank, Piller no. 1708, Madhapur, Hyderabad - 500081, Telangana	Mob.:- 9963523453	31.01.2027
21.		Fe500D, Fe550D, Fe 500D CRS (8mm to 32mm)	GK TMT	M/s. Real Ispat & Powers Ltd., Vrindavan, Near IDBI Bank, Civil Lines, Raipur - 492001, Chhattisgarh	Mob.:- 09229339004	12.03.2027
22.		Non Corrosive SS Rebar of grade SSR 550 (8mm to 32mm)	SUNFLAG	M/s. Sunflag Iron & Steel Co. Ltd. 33, Mount Road, Sadar, Nagpur - 440001 (India)	Mob.:- 9325360201/ 9323221481	31.10.2024
23.		Non Corrosive SS Rebar of grade SSR 550 (8mm to 32mm)	SEL TIGER	M/s. Shyam Sel & Power Ltd. S S Chambers, 5, C.R. Avenue, Kolkata - 700072, West Bengal	Mob.:- 7777025985	15.01.2027
24.	Reinforcement Bars & Reinforcement Protection coating	TMT & FBE Coated (Fe 500 to Fe550D) (8mm to 32mm), FBE Coating to	HARIOM/ EPOXYSHIELD	M/s. Hariom Ingots & Power Pvt. Ltd., Plot 59-60, Light Industrial Area, Bhilai, Chhattisgarh-490 026.	Mob.:- 7884055300	15.05.2026

		TMT Bars				
25.		TMT (Fe415 to Fe550D), FBE Coated bars (Fe500 to Fe600) (8mm to 32mm) & FBE Coating to TMT bars	CAPTAIN	M/s. Captain Steel India Limited, 10A, Shakespeare Court, 21A, Shakespeare Sarani, Kolkata-700017	(033)-40112525 / Mob.:-8873125000	23.03.2025
26.	Reinforcement Protection coating	Fusion Bonded Epoxy Coating to TMT Bars		M/s. Eurocoustic Products Ltd. FBEC Divn, Survey no. 22/2, 27/2, 112/2, 28/3, Village kone, Tal-Wada, Palghar, M.S.	Mob.:-7710838565	02.07.2026
27.		Fusion Bonded Epoxy Coating to TMT Bars		M/s. Ayush Rebar Coating, LS No. 2088, Near Damanganga Paper Mill, Ta-Kaparada, Ambheti, Valsad, Gujrat - 396191	Mob.:-8329092969	30.01.2026
28.		Fusion Bonded Epoxy Coating to TMT Bars		M/s. Hariom Coating Private Limited Plot no. 210 & 211, Village-Gaurapur, Tq- Wada, Palghar - 421312	Mob.:-7400192321	15.01.2027
29.	Rebar Couplers	16mm to 40mm Dia.	VRUDDHI	M/s. Vruddhi Engineering Works Limited, 602/603 Cello Plaza, VP Road, Vile Parle (W), Mumbai	Mob.:-9820666539	27.12.2026
30.	Structural Steel	Long Steel, Flat Steel, Structural sections	RKB	M/s. RKB Global Ltd., 1ST Floor, Sugar House, 93/95 Kazi Sayyed Street, Masjid Station, Mumbai-400003	Mob.:-8767536251	03.01.2026
31.	Tiles	Ceramic & Vitrified Tiles (IS 15622:2006)	AMBANI	M/s. Ambani Vitrified Pvt. Ltd., Survey No.143 P1/P1, Morbi Charadva Road, Unchi Mandal, Morbi, Gujrat-363641.	Mob.:-8779415504/ 9082121530	06.01.2026
32.		Ceramic & Vitrified Tiles IS 15622:2006	ZEALTOP	M/s. Zealtop Granito Pvt. Ltd., Old Ghantu Road, Morbi, Gujrat -363642	(022)-28728750 /7585	12.06.2024
33.		Ceramic & Vitrified Tiles IS 15622:2006	PRIYAM GRANTILE	M/s. Solvish Ceramic LLP Survey No. 106/2, Matel Road, Nr. Classy sanitaryware, Wankaner, Morbi, (Gujrat)- 363622	Mob.:-9324232544/ 9833877821	25.10.2024
34.		Ceramic & Vitrified Tiles IS 15622:2006	SOMANY	M/s. Somany Ceramics Limited, 401 to 408, Bonanza building, Sahar Plaza, Next to Kohinoor hotel, Andheri-Kurla Road, Andheri	Mob.:-7506408696 / (022)-40398300	27.02.2025

				(East), Mumbai- 400 059		
35.		Ceramic & Vitrified Tiles IS 15622:2006	AGL	M/s. Asian Granito India Ltd., 202, Dev arc, Opp. Iskon temple, S. G. Highway, Ahmadabad – 380 015	(079)-66125500 /698	07.04.2025
36.		Ceramic & Vitrified Tiles IS 15622:2006	OASIS	M/s. Oasis Vitrified Pvt. Ltd. 8 A, National Highway, Kandla Road, Morbi-363642, Gujrat.	Mob.:- 86008696 65/79772 11718	29.09.2025
37.		Ceramic & Vitrified Tiles IS 15622:2006	SUNHEARRT CERAMIC	M/s. Sunshine Tiles Co. Pvt. Ltd. 101-103, First Floor, Titanium One, Nr. akwan Cross Road, S.G. Highway, Ahmedabad 380054. India	Mob.:- 93211513 14	13.02.2026
38.		Ceramic & Vitrified Tiles IS 15622:2006	KAJARIA/ KEROGRES	M/s. Kajaria Ceramics Limited, B1 – 307, Boomerang, Chandivali Farm Road, Off Saki Vihar Road, Andheri (East), Mumbai - 400072	Mob.:- 99877539 58	27.04.2026
39.		Ceramic & Vitrified Tiles IS 15622:2006	VITERO	M/s. Aparna Enterprises Ltd., 8-2-293/82/A, Plot no. 1214, Road no. 60, Jubilee Hils, Hyderabad, Telangana-500033	Mob.:- 99673790 60	29.10.2026
40.		Water Closet /Basin/Urinal Cistern (IS 2556:2004)	PRIYAM GRANTILE	M/s. Solvish Ceramic LLP Survey No. 106/2, Matel Road, Nr. Classy sanitaryware, Wankaner, Morbi, (Gujrat)- 363622	Mob.:- 93242325 44/ 98338778 21	25.10.2024
41.	Cast Iron Pipes & Fittings	CI Pipes (IS 3989:2009)	RPMF	M/s. Raj Pattern Makers & Founders Pvt. Ltd. Nagla Kishan Lal, Hathras Road, Agra, Uttapradesh - 282006	Mob.:- 97602832 96	20.03.2025
42.		CI Pipes (IS 3989:2009)	NFL	M/s. Nagpur Foundries Limited, N-72, MIDC, Hingana Road, Nagpur – 440 016	Mob.:- 98690850 07	07.05.2026
43.		NP3 & NP4 class (400 mm - 1800 mm)	POONA CONCRETE	M/s. The Poona Concrete Products Co. 996, Navi Peth, Abhinav Apartment, Pune-411030	Mob.:- 99201774 56	14.04.2024
44.		1) NP2 class (100 - 600 mm) 2) NP3 & NP4 class (150 - 1200 mm)	SAGAR SPUN PIPE	M/s. Sagar Spun Pipes, Plot No. C 9, MIDC Industrial area, Waluj, Aurangabad – 431136	Mob.:- 98222339 99	04.06.2024
45.		NP2 & NP3 class	PAWAN	M/s. Pawan Concrete, Room No. 4, Obhan Niwas,	Mob.- 77385458	20.06.2025

		(150 mm - 1800 mm)		Near Nav Bharat School, N. S. Road, Mulund (West), Mumbai – 400 080	29/ 98202555 07	
46.		NP3 & NP4 class (300 mm - 1800 mm)	SPPPL	M/s. Siddhivinayak Precast Pipes Pvt. Ltd, Arihant heights, Plot 76, Sec-25, Near Gyan Prabhodhini School, Pradhikaran, Nigadi, Pune – 411 044.	(020)- 27651888	22.03.2025
47.		NP2 (700 - 1800 mm), NP3 (300 - 2400 mm), NP4 (300 - 2000 mm) & Jacking Pipes (600 - 1200 mm)	GAMBHIR	M/s. Gambhir Concrete Products, B-301, Atelier, Rustomjee Urbania, Majiwada, Thane-400601	Mob.:- 90042674 20	13.02.2026
48.		NP2 (150 - 1200 mm), NP3 & NP4 (250 - 1800 mm)	UNICEM	M/s Unicem vibro cast pipe Industries 16,4th floor,Highway Tower, Pune-Mumbai Road, Chinchwad Pune 411019	Mob.:- 99229993 23	01.05.2026
49.	Glazed Stoneware Pipes	100mm – 300mm	KRISHNA	M/s. Krishna Industries At. Kotadi (Khamusa), Ta, Vijapur, Dist. Mehasana, Gujrat 382870	Mob.:- 98690850 07	07.05.2026
50.	PVC Pipes & Fittings	(i) CPVC pipes and CPVC fitting (ii) UPVC SWR Pipes & Fittings (iii) Potables water supply Pipes (iv) uPVC pipes	TRUFLO BY HINDWARE	M/s. HSIL Limited, Unit 501 & 504, Block-A, "The Platina", Survey No. 136, Gachibowli Miyapur Road, Gachibowli, Hyderabad, Telangana- 500032	(040)- 66288000 Mob.:- 98983489 83	26.03.2025
51.		(i) Low Noise SWR Pipes (ii) Underground Drainage Pipes (iii) PE Inspection chambers (iv) Conduit Pipes	SILENCIO / DRAINPRO FOAMCORE DRAINHULK WIREGUARD	M/s. Astral Poly Technik Limited, 207/1, Astral House, B/h Rajpath Club, Off. S. G. Highway, Ahmedabad-380059	(022)- 28389744 /55	01.08.2024
52.		i) SWR Pipes ii)UPVC injection moldings fittings iii)CPVC pipes and CPVC fitting iv) UPVC Pipes v)	ULTRAFIT FLOWGUARD PLUS AQUAFIT FOAMFIT	M/s. Prince pipes & Fittings Pvt. Ltd, The Ruby, 8th floor, 29, Senapati Bapat Marg, (Tulsi pipe road), Dadar (W), Mumbai- 400 028	(022)- 66022222 Fax-(022)- 6602 2220	04.04.2025

		Underground Drainage Pipes vi) UPVC Pipe for potable water				
53.		i) UPVC SWR Pipes & fittings ii)CPVC pipes and CPVC fitting iv) UPVC Pipes v) UPVC Pipe for potable water	PARAS	M/s. Bothara Agro Equipments Pvt. Ltd. Bothara Compound, Industrial Estate, Nagar Pune Road, Ahemednagar 414006	Mob.:- 86008696 65	24.08.2025
54.		i) UPVC SWR Pipes IS & fittings ii)CPVC pipes and CPVC fitting iv) UPVC Pipes & Fittings	FLOWKEM	M/s. Flowkem Poly Plast Pvt. Ltd. 5, Shukun Hebitet, 3rd Floor, Prerna Park Soc. Nr. L. G. Corner, Ramji Mandir Road, Maninagar, Ahemedabad-380008	Mob.:- 99873750 72	13.11.2025
55.		(i) CPVC pipes and CPVC fitting (ii) UPVC SWR Pipes & Fittings (iii) uPVC Potables water supply Pipes (iv) uPVC pipes ASTM Grade v) Underground Drainage Pipes		M/s. Kothari Agritech Pvt. Ltd, 8516/11, Level 3, Sun Plaza, Subhash Chowk, Muraji Peth, Solapur-413001. (M.S.).	Mob:- 90044041 12	22.11.2026
56.	Polypropylene Pipes	PPR Pipes	GREENFIT	M/s. Prince pipes & Fittings Pvt. Ltd, The Ruby, 8th floor, 29, Senapati Bapat Marg, (Tulsi pipe road), Dadar (W), Mumbai- 400 028	(022)- 66022222 Fax-(022)- 6602 2220	04.04.2025
57.	High Density Polyethylene Pipes	DWC Pipes	CORFIT	M/s. Prince pipes & Fittings Pvt. Ltd, The Ruby, 8th floor, 29, Senapati Bapat Marg, (Tulsi pipe road), Dadar (W), Mumbai- 400 028	(022)- 66022222 Fax-(022)- 6602 2220	01.01.2025
58.		DWC Pipes	ALCORR	M/s. Alom Poly Extrusions Limited, Alom House 7B, Pretoria street, Kolkata – 700071, West Bengal	Mob.:- 93245822 31	01.01.2027
59.		HDPE/PE/ PVC O/DWC	DELTA	M/s. Delta Irrigation LLP Plot F ½, Opp Kirloskar Oil Engines, Kagal Five Star MIDC, Kagal, Kolhapur –	Mob.:- 77700052 57	30.01.2026

				416236. M.S.		
60.		DWC for Sewerage & underground cable, HDPE ducts	GEMINI	M/s. Tirupati Plastomatics Pvt. Ltd. B-141-1, Road no. 9-D, V.K.I. Area, Jaipur 302013, Rajasthan	Mob.:- 9820296972	10.05.2026
61.		HDPE Pipes & Fittings (4984:2016) (20mm to 315mm)		M/s. Kothari Agritech Pvt. Ltd, 8516/11, Level 3, Sun Plaza, Subhash Chowk, Muraji Peth, Solapur 413001. (M.S.).	Mob:- 9004404112	22.11.2026
62.	Polyethylene tank	Water Storage Tank	STOREFIT	M/s. Prince pipes & Fittings Pvt. Ltd, The Ruby, 8th floor, 29, Senapati Bapat Marg, (Tulsi pipe road), Dadar (W), Mumbai- 400 028	(022)-66022222 Fax (022) 6602 2220	04.04.2025
63.	Single Stack System	HDPE Single stack system	GEBERIT	Geberit Plumbing Technology India Pvt. Ltd. 305, B Wing, Dynasty Bussiness park, Andheri Kurla Road, Andheri (E) Mumbai 400059.	(080) – 23376127 /23570612	21.08.2025
64.		Construction Chemicals	PAR	M/s. Par Specialty Polymers Pvt. Ltd. Unit No-309, Turbhe Industrial Park, Plot no. C-56/1, TTC Industrial Area, Turbhe, Navi Mumbai-400705	Mob.:- 9619515566	18.05.2024
65.		Construction Chemicals	---	M/s. Tiki Tar Danosa India Pvt. Ltd. Tiki tar state, Village Road, Bhandup (W) Mumbai- 078	(022)-41266699	06.06.2024
66.		Construction Chemicals	---	M/s. Rheoplast Technology Pvt. Ltd., 711, A Wing, Mainframe-1, Royal Palm, 169 Aarey Colony, Goregaon (E), Mumbai-400065	Mob.:- 8080444030	10.10.2024
67.		Construction Chemicals	---	M/s. Fosroc Chemicals (India) Pvt. Ltd., Embassy Point, No. 150, 2ND Floor, Infantry Road, Bengaluru – 560001	Mob.:- 8433973413	27.02.2025
68.		Construction Chemicals	---	M/s Krishna Conchem Product Ltd. Unit-2,Bldg.6,Sect.3, Millennium Business Park, Mahape, Navi Mumbai-400710	(022)-32986329 / 09324924398	21.09.2024
69.		Construction Chemicals	MCON	M/s. MCON RASAYAN PVT. LTD. Gala No. 6, Bardanwala Estate, Bandiwali Hill road, Jogeshwari (W), Mumbai-400102	(022)-26790031	10.02.2025

70.		Construction Chemicals	---	M/s. Zydex Industries Private Limited, Zydex House, 61, Gotri-Sevasi Road, Gotri, Vadodara -390021, Gujrat	(0265)-3312 0000 Mob.:- 98194 12355	24.01.2026
71.		Construction Chemicals	MYK	M/s. MYK Arment Pvt. Ltd. 8-2-703/A, 3rd Floor, Leela Gopal Towers, Raod no. 12, Banjara Hills, Hyderabad-500034	Mob.:- 91008466 78	15.09.2025
72.		Construction Chemicals (Admixtures)	SUNLIGHT	M/s. Sunlight Corporation, Shed No. C-1-2605/1, Phase III, GIDC, Vapi – 396195	Mob.:- 72089223 32	15.02.2026
73.		Construction Chemicals	---	M/s. Clean Coats Pvt. Ltd. K30/1, Additional Ambernath Ind. Area, MIDC, Anand Nagar, Ambernath (E), Thane – 421506, M.S.	Mob.:- 86575459 86	29.06.2026
74.		Construction Chemicals	---	M/s. Concrete Additives & Chemicals Pvt. Ltd., Plot No. W/11, TTC Industrial Area, MIDC Pawane, Navi Mumbai-400705	Mob.:- 77188886 04	05.07.2026
75.		Construction Chemicals	---	M/s. Xchem Polymers India Pvt. Ltd., Plot No. 10, Survey No. 333, Balda Industrial park, GIDC Pardi, Valsad, Gujrat-396125	Mob.: 98672889 38	22.08.2026
76.		Construction Chemicals (Admixtures)	ULTRAFLOW	M/s. Associated Chemicals, A/103, Gurudev Apts, Opp. Telephone Exchange, Chembur Naka, R.C. Marg, Mumbai – 400071	Mob.:- 98704136 62	12.10.2026
77.		Construction Chemicals (Admixtures)	---	M/s. Zarc India, Gala No. P-27, Balaji Industrial Park, Survey no. 119/1, 119/2, 120/2, 120/3, Tondre, Behind Hindalco, Taloja MIDC, Panvel – 410208, Raigad	Mob.:- 98704136 62	30.12.2026
78.		Construction Chemicals	---	M/s. Redwop Chemiclas Pvt. Ltd., 2ND Floor, Pearl Plaza, Beside G. T. Seth School, 150ft Ring Road, Rajkot, Gujrat - 360005	Mob.:- 97022491 88	30.12.2026
79.		Construction Chemicals (Admixtures)	---	M/s. Highway on Wheels Transport Pvt. Ltd., B-715, 7TH Floor, Kanara Business Centre, Andheri Link Road, Laxmi Nagar, Ghatkopar (East), Mumbai – 400075	Mob.:- 93076247 92	15.01.2027
80.		Construction Chemicals	---	M/s. ND Polymer India, 303, Parmpara 'B' Cosmos	Mob.:- 98215183	12.03.2027

		(Admixtures)		Heritage, Opp. Happy Valley, Manpada, Thane (W) - 400610	70	
81.		Construction Chemicals	---	M/s. Supreme Hitechem India Pvt. Ltd., Supreme Forest Avenue Tower, 6TH Floor, Katol Road, Nagpur - 440013	Mob.:- 9324542120	26.02.2027
82.		Construction Chemicals	ASIAN	M/s. Asian Paints Limited, Asian Paints House, 6A, Shanti Nagar Santacruze (E), Mumbai 400055	Mob.:- 7015268919	22.02.2027
83.		Construction Chemicals	"CHRYSO"	M/s. CHRYSO India Private Limited Plot No. D 30/7, TTC Industrial Area, MIDC Turbhe, Navi Mumbai- 400705	Mob.:- 9594918858	07.02.2027
84.		Construction Chemicals	"HINDI"	M/s. Hindcon Chemicals Limited 62B, Braunfeld Row, Vashudha, Kolkata- 700027	(033)- 24490835 /39	08.01.2027
85.	AAC Block & Mortars	AAC Block & Block Jointing Mortar	BIGBLOC	M/s. Bigbloc Construction Limited, 202, 2nd Floor, A Wing, Corporate Avenue, Sonawala Road, Goregaon (East), Mumbai – 400063	Mob.:- 9773203979	30.01.2026
86.		AAC Block & Block Jointing Mortar	EMPEROS	M/s. Emperos, Survey No. 22/3, Devli Village, Near Padgha, Bhiwandi, Thane – 421101	Mob.:- 9819176608	27.04.2026
87.		AAC Block & Block Jointing Mortar	GRUNTEC	M/s. Constro Solution Limited, 1/31, Teachers Colony, Bandra (East), Mumbai – 400051	Mob.:- 9599767110	08.05.2026
88.		Ready Mix Mortar & Block Jointing Mortar	MAGICRETE	M/s. Magicrete Building Solutions Pvt. Ltd. 702, 22 Business Point, S. V. Road, Andheri (West), Mumbai-400058	Mob.:- 9970465215	22.06.2024
89.		AAC Block & Block Jointing Mortar		M/s. Globcon Industries Pvt. Ltd., Block no 273, Pipodara-Kanyasi Road N.H. no. 8, Surat – 394110, Gujrat.	Mob.:- 9892666304	23.02.2027
90.		Ready Mix Mortar & Block Jointing Mortar	KANERIA	M/s. Kaneria Plast Pvt. Ltd. 6TH Floor, Rohan Arcade, Off W.E.Highway, Dattani Park, Thakur Village, Kandivali (E), Mumbai- 400101	Mob.:- 8291892401/ 8291892414	25.10.2024
91.		AAC Block & Precast Panel	ECOLITE/ AERAFORM	M/s. JVS Comatsco Industries Pvt. Ltd. 39/D, Gultekadi, Jawaharlal Nehru Road, Pune – 411037	Mob.:- 7011050707	08.01.2027

92.		External and Internal Paints	FAIRCOAT, FAIRTEX, FAIRSHINE, FAIRLOOK	M/s. Hindusthan Paints and products, 11-A New Empire industrial Estate, Kondivita road Andheri(E), Mumbai 400059	(022)-28223341	06.05.2024
93.		External Paints	--	M/s. Dooall Corpro India Pvt. Ltd. 315, Bhaveshwar Arcade Annexe, LBS Road, Ghatkopar (West) 400086	Mob.:-9820874410	22.08.2024
94.		External and Internal Paints	--	M/s. Excel India Protective Paints Pvt. Ltd. A 33 & 34, MIDC Kulgaon, Badlapur, Thane-421503	Mob.:-9892227039 (0251)-2695520	20.10.2024
95.		External and Internal Paints	MCON	M/s. MCON RASAYAN PVT. LTD. Gala No. 6, Hardarwala Estate, Bandiwali Hill road, Jogeshwari (W), Mumbai-400102	(022)-26790031	31.07.2025
96.		External and Internal Paints	--	M/s. Zydex Industries Private Limited, Zydex House, 61, Gotri Sevasi Road, Gotri, Vadodara -390021, Gujrat	(0265)-3312 0000 Mob.:-9819412355	25.12.2025
97.		External and Internal Paints	ASIAN	M/s. Asian Paints Limited, Asian Paints House, 6A, Shanti Nagar Santacruze (E), Mumbai- 400055	Mob.:-9909974611	22.02.2027
98.	SFRC Cover with Frames	Manhole cover with frames and Grating with Frames	VIKRANT	M/s. Vikrant Reinforced Products Pipewala Compound, Opp Unionbank, Near Chembur Police station, Chembur, Mumbai- 400074	Mob.:-9869250844	06.09.2024
99.		Manhole cover with frames and Grating with Frames	MTC	M/s. Majisa Trading Company, 403, Soham May Flower CHS Ltd, Mira-Bhayander Road, Mira Road (East), Mumbai – 401107. M. S.	Mob.:-9892922258	10.01.2026
100.	Ductile iron & Cast iron Covers with Frames	DI Manhole covers with Frame and Gratings	PLASMA	M/s Plasma Alloys Pvt. Ltd. Survey No.196, N.H.27, Gondal Road Verawal (Shapar) Dist-Rajkot-360 024	(02827)-253766 Fax-(02827)-253966	29.11.2024
101.		DI Manhole covers with Frame and Gratings	NEXUS	M/s. Nexus Cast S. R. No. 128, Plot 1, Gaurav Industrial area, Opp. 132 KV Substation, Nr. Sardar Chowk, Rajkot - 360024	Mob.:-7021140973	01.11.2024
102.		DI & CI Manhole covers with Frame and	RPMF	M/s. Raj Pattern Makers & Founders Pvt. Ltd. Nagla Kishan Lal, Hathras Road, Agra, Uttapradesh	Mob.:-9760283296	20.03.2025

		Gratings		282006		
103.		DI & CI Manhole covers with Frame and Gratings	NFL	M/s. Nagpur Foundries Limited, N 72, MIDC, Hingana Road, Nagpur – 440 016	Mob.:- 9869085007	07.05.2026
104.	Door Shutter & Frame	FRP Door Shutter & Frame	PERMAFINISH	M/s. Advance FRP, 4, Avinash Bhuvan, Next to Gujarati School,Kankuwadi Dixit Cross Road no. 1, Vile Parle (E), Mumbai- 400057	(022)- 26175636 / 26122376	07.10.2024
105.	Door Shutter & Frame, Plywood, Block Board,	Flush, Panel, Fire retardant Wooden Doors, Plywood, Block board, Laminates, Veneer	KALPTARU	M/s. V. K. Patel & Co., G 2, 3, & 4, Mahesh Darshan, Near Makhmali Talao, old Agra Road, Thane (West) – 400601	8291973109/ (022) 25431548 / 9619935955	13.05.2024
106.		Flush wooden Doors, Plywood, Block board,	REGENCY	M/s Regal Plywood Industries (P) Ltd. C/o, M/s. Regency Wood Panel Pvt. Ltd. 106, 1st Floor, Palm Beach Galleria, Plot no. 17, Sec 19D, Vashi, Navi Mumbai-400703.	Mob.:- 9820811175/ 9619361149	27.02.2025
107.	Furniture	Chair, Table & Cupboard	ADARSH	M/s. Adarsh Infrainterio Pvt. Ltd., Unit 104, Tradecorner premises, Sakinaka Junction, Sakivihar Road, Andheri (east), Mumbai-400072	Mob.:- 9702229852	24.08.2025
108.	Fire Door & Non Fire Door	Fire Door & Non Fire Door	HORMANN	M/s. Shakti Hormann Pvt. Ltd. H. No. 2-67/1, (Survey No. 188, 198), Gagillapur, Dundigal Muncipality, Mandal, Dist-Medchal (Malkajgiri), Telangana-500043	+(40)- 27840394 /5	30.09.2024
109.		Wooden Fire Door & Non Fire Door	TUFWUD	M/s. Tufwud Doors and Accessories Private Limited, 111, Diamond Harbour Road, Kolkata – 700063	Mob.:- 8335060461	24.08.2025
110.		Wooden & Metallic Fire Door & Non Fire Door	ROYAL AIRCON	M/s. Royal Aircon Pvt. Ltd., 2/2, Jai Bhavani Marg, Near Ashapura Temple, Mulund Colony, Mulund (W), Mumbai – 400082, Maharashtra	Mob.:- 7977337115	08.11.2025
111.		Wooden & Metallic Fire Door & Non Fire Door	BHAWANI FIRE	M/s. Bhawani Fire Protection Pvt. Ltd., Plot No. 18, 1ST Floor, above Central bank of India, Rajendra Nagar, Sahibabad, Ghaziabad- 201005	Mob.:- 9560818700	15.02.2026
112.	Acoustic & other	Non woven acoustic &	INDOSONIC	M/s. Indecor Slides (I) Pvt. Ltd.,	Mob.:- 98678629	15.09.2025

		others acoustic product		404, Hill View Industrial Estate, Off L.B.S. Road, Amrut Nagar, Ghatkopar (West) 400086	87	
113.		Non woven acoustic, Metals False ceiling & False ceiling grid	TECHNO	M/s. Techno Ceiling Products, 101, Shah Nahar Estate, Dr. E. Moses Road, Worli, Mumbai – 400 018	Mob.:- 98200 81674	07.12.2025
114.	False Ceiling	Metals False ceiling & Aluminium Facade	HUNTER DOUGLAS	M/s. Hunter Douglas India Pvt. Ltd., 661-662, 6th Floor, Building No. 6, Solitaire Corporate Park, Andheri Ghatkopar Link Road, Chakala, Andheri (E), Mumbai 400093	Mob.:- 77381521 04/ 93271577 75	22.08.2026
115.		Aluminium Composite Cladding (ACP)	SUPERBON D	M/s. Keybond Industries LLP, 17, Super House, Amar Brass Ind. Estate, CST Road, Santacruze (East), Mumbai-400092	(022)- 66758380 /8359	27.07.2024
116.		Aluminium Composite Cladding (ACP), High Pressure laminate (HPL) & Laminates	VIRGO	M/s. Virgo Laminates Limited, 406, 4th Floor, Rectangle No. 1, Behind Select City Mall, District Centre, Saket, New Delhi-110017	(011)- 47422222 Mob.: 98547994 22	13.11.2025
117.		Aluminium Composite Cladding (ACP)	4Mann	M/s. 4Mann Industries Pvt. Ltd., 404/405, Ashok Premises, Old Nagardas Cross Road, Mogra Village, Opp. Saraswati Towers, Andheri (E), Mumbai 400069	Mob.:- 99306049 40/ 76201880 68	10.09.2026
118.		Manhole Covers, Precast RCC Drain	SUPER	M/s. Super Cement Article Plot. No. B-49, Behind Union Bank, NICE Area, Satpur MIDC, Nashik-422007	Mob.:- 98690323 74/ 98690850 07	27.05.2024
119.		Precast RCC Drain, Box Culverts & Retaining wall	SPPPL	M/s. Siddhivinayak Precast Pipes Pvt. Ltd, Arihant heights, Plot 76, Sec-25, Near Gyan Prabhodhini School, Pradhikaran, Nigadi, Pune – 411 044.	(020)- 27651888	22.03.2025
120.		Precast concrete manhole frames and covers	—	M/s Sai Cement Products. 28, 1st Floor, Commercial, R-1 building, Jaihind CHS, behind Purnashanti Heights, Khartan Road, Thane (W)-421601	Mob.: 98676210 51	23.02.2027

121.	Non asbestos fibre cement Sheet	Non asbestos fibre cement Boards & Sandwich panel	E-Board & Rapicon	M/s. Everest Industries Limited S 14, Solitiare Corporate Park, 167-Guru Hargovindaji Marg, Chakala, Andheri (E), Mumbai – 400093	Mob.:- 97487798 18	27.04.2026
122.	Glass	Float, Mirror,	GOLD PLUS	M/s. Gold Plus Glass Industry Limited, 4TH Floo, Kings Mall, Sector 10, Rohoni, New Delhi-110085	Mob.:- 97300418 33	04.04.2025
123.		Float, Mirror, Fire rated glass	SCHOTT & FG	M/s. PG Glass Industries Pvt. Ltd., A-1204, Naman Midtown, Senapati Bapat Marg, Prabhadevi (W), Mumbai - 400013	Mob:- 93218134 81	19.06.2026
124.	Others	Gypsum plaster/bond/ Wall putty/ False ceiling/Partitio n sections	WIP	M/s. Western Infrabuild Products LLP A-592, TTC Industrial Area, MIDC Mahape, Navi Mumbai-400701	Mob.:- 74981967 68	23.03.2025

Note: This list of approved building materials supersedes the earlier list of approved building materials. All the conditions mentioned in the letter of approval shall be scrupulously adhered to by the site engineering staff. In case of ISI marked brands, the latest valid BIS endorsement shall be insisted from the manufacturer. The valid list of approved Building Materials at the time of execution of works can be obtained from Dy. Ch. Eng. (B.M.) City's office OR BMC portal under tab- Services --> Citizen Charters --> Chief Eng Building Maintenance OR under tab 'About Us--> Wards/Departments --> Chief Eng Building Maintenance--> Docs.

SD/-
12.04.2024
Dy. Ch. Eng. (B.M.) City

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SECTION 10

FRAUD AND CORRUPT PRACTICES

FRAUD AND CORRUPT PRACTICES

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

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

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

A. "**corrupt practice**" means

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

save and except as permitted under the relavant 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 Financer 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; "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;

iv. "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;

v. "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

vi. acts intended to materially impede the exercise of the Financer's inspection and audit rights provided .

vii. "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.

viii. "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

ix. a "party" refers to a participant in the procurement process or contract execution.

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SECTION 11

PRE-BID MEETING

As per the Header Data

PREBID MEETING

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

During the course of Pre-bid meeting, the Prospective Bidder 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.

Pre-Bid Meeting venue	**Board Room of Dean KEM Hospital Parel Mumbai-12**
Pre-Bid Meeting Date & Time	**As per Header data.**

Note: The bidder shall submit their suggestions / objections/ queries, up to one day before the pre-bid meeting, i.e. upto 5:00pm by email only to,

e-mail: hc02.kem@mcgm.gov.in
AE (Civil) KEM hospital : aecivil01.kem@mcgm.gov.in
AE (M & E) KEM hospital : ae02me.kem@mcgm.gov.in

Bidders shall note that, no communication will be entertained if received after stipulated date and time.

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.

List of approved Banks:-

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

23	UCO Bank.
24	Vijaya Bank.
24A	Corporation Bank.
C	**Scheduled Commercial Banks**
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	Indsind Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.

39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation &Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
49	HDFC Bank ltd.
D	**Schedule Urban Co-op Banks**
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.

53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	JanataSahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.

64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	**Foreign Banks**
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bankindosuez.
73	BanqueNationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong& Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

Following are the details of BMC Bank Account for D.D./ B.G. :-

BMC General Fund Account Details	
Name of Account Holder	Brihanmumbai Municipal Corporation
Address of Account Holder	BMC Head Office, Mahanagarpalika Marg, Fort, Mumbai - 400 001
Account No.	10996680861
Account Type	Current Account
Bank Name	State Bank of India
Branch & Address	Mumbai Main Branch, Hornimon Circle, Mumbai Samachar Marg, Fort, Mumbai, Maharashtra 400001
Branch Code	300
MICR Code	400002010
IFSC Code	SBIN0000300

20.01.2025

DEPUTY CHIEF ACCOUNTANT (REVENUE-II)

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SECTION 13

SPECIAL DIRECTIONS TO TENDERER

SPECIAL DIRECTIONS TO THE TENDERER

(This will supersede the conditions of GCC in case of contradictory meaning)

1. The rate quoted shall be inclusive of transporting and disposal of surplus excavated material.

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

3. The materials used shall confirm to the related ISI or respective specifications as well as BMC specified specification wherever applicable. Directives of Engineer-In-Charge concerned will be binding.

4. The water supply and other utility services to the user department/existing establishments shall not be disturbed during execution of the work. Contractor shall make alternate arrangement for providing equivalent capacity tank to restore water supply Utilities services at their own cost.

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

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

7. The contractor shall intimate the concerned authorities before starting the work and execute the work on priority fixed by the Engineer-in-charge. The inventory of serviceable and serviceable material must be taken jointly with Site-in-charge (Sub-Engineer) before starting of work.

8. No separate payment will be made for dewatering the water seeping in the trenches and foundation pits opened while executing excavation and other foundation works. The possibility of high water table should be kept in mind while quoting the percentage.

9. While excavating the trenches for foundation utmost care shall be taken that the foundation of adjoining structures will not be disturbed. Safety measures shall be taken while excavation so as to eliminate possibility of any mishap on site.

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

11. After completion of the waterproofing work, the leakage test shall be carried out after

impounding the water and plugging the openings at least for ten days, without any extra cost.

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

13. The centering shall be provided only in M.S. plates and M.S. pipe props.

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

15. Water Proofing Treatment layer should not be removed manually, the layer have to be removed by battery operated cutter only. No extra payment will be made.

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

17. The contractor shall have to arrange to carry out the work during night time also as per urgency of the work, at no extra cost with prior approval from Engineer in-charge.

18. After completion of the proposed work, the tenderer/ contractor will have to hand over the site in neat and clean condition for which no extra payment will be made. Cleaning of site, security, maintenance of site site is responsibility of the contractor till handing over and shifting is completed by Contractor.

19. On receipt of the work order the contractor will have to erect ready-made site Chowky and Godown in form of porta cabin/container cabin. Before erecting the Chowky and Godown, he shall have to obtain permission from the concerned Assistant Commissioner and the Assistant Commissioner shall approve the site of the Chowky and Godown proposed by the Engineer or may allot another suitable site. The porta cabin/ container shall preferably ad measure 1nos X 12.20 m x 2.50 m minimum with two doors and proper ventilation. It should have toilet facility & lighting arrangement.

The contractor has to provide for site office as per requirement either on his/ her owned place or rented/ leased place with furniture and equipment as stipulated in the tender or as per directions of the Engineer. Cost for this may be considered while quoting the offer. No separate payment may be made for providing the chowky and ancillary items and site office. No permission and space for site chowky will be given /provided on Municipal road/ footpath. The contractor has to make their own arrangement on hire/ lease for site office.

20. The noise level shall be maintained within the permissible limit in Silence Zone area

during the construction activities by the Contractors as per the notification dated 14-02-2000 issued by the Ministry of Environment and Forests.

21. Municipal Corporation of Greater Mumbai do not have site available for disposal of any Debris / Demolition material / surplus excavated earth. The Contractor shall dispose these materials properly at his own risk & cost. The contractor shall quote the tender keeping this in mind. No separate payment shall be made for disposal of these Debris/ Demolition material / surplus excavated earth.

22. It is mandatory for the contractor to maintain the Noise level during the construction activity within the permissible limits as prescribed by BMC as per circular under no. CE/PD/7788/I dt. 05/11/2008.

23. The serviceable material of BMC obtained during work, such as M.S. Grills, reinforcement, structural pipes & MS props if provided etc. shall be handed over in the custody of concerned A.E. (Maint) of concerned ward by taking & maintaining the proper inventories of the serviceable materials or as directed by site incharge.

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

25. No extra payment shall be made to make appropriate provision to close door, window & opening as and where necessary to avoid breakage of glass and entry of dust during operation using 6 mm commercial plywood. Contractor shall quote the tender by taking note of it.

26. Successful bidder shall appoint Licensed Structural Engineer for execution of work. However, no payment will be permitted to such Licensed Structural Engineer by the BMC.

a. The contractor shall appoint / avail the services of Structural Engineer registered with BMC to supervise/ periodically supervise the structural repair work at his own cost and submit his consent along with his registration / license certificate before starting the work.

b. The above said registered structural Engineer shall issue a certificate after completion of structural work certifying that the structural works have been carried out under his supervision and at his satisfaction, & submit structural audit report. This certificate should also state that the structure after construction is stable & fit for human habitation. (i.e. structural stability certificate)

27. No extra payment shall be paid for removing and refixing of windows MS grill / aluminium grill. Contractor shall quote the tender by taking note of it.

28. Work of Deco-grill shall not be allowed in view of circular to this effect.

29. The contractor shall carry out periodic medical check up of employees working under him.

30. Penalty to the contractor shall be as per the recent GCC or as per tender conditions as directed by site in charge.

31. The debris /every waste generated during the repair works shall be disposed of as per circular no. Dy.Ch.E./S.W.M./3957/ Op dt.28.09.2018.

32. Contractor shall provide a Personal Computer/ Laptop of latest configuration with internet facility & printer with stationery, at site for day to day work, for Municipal staff.

33. The representative of the Engineer for this work will be from the officers of respective Department.

34. Detailed plans will be available for inspection in the office of Dean KEM Hospital & MA office at Worli.

35. The Tenderer(s) should simultaneously work at number of places or more and complete the work within contract period.

36. The contract period is including period required for mobilization, procurement of material, traffic permission, NOC from Land owning authorities for works, also other required permission viz. erection of site office etc. and shall be reckoned from the date of issue of work order.

37. The contractors will have to obtain permission from the land owner/Land owning authorities etc, well in advance before commencement of work through their premises for execution of the work by displaying appropriate boards. The work may be required to be executed in phases as per respective authority permission. The contractors should therefore take this factor into account while quoting.

38. Programme of work: If at any stage the previously approved programme is required to be modified the contractors shall do so immediately as directed by the Engineer. If it is necessary to close some phase of the work and start a new phase as directed the tenderer(s) do so without claiming any extra payment. The programme shall be reviewed periodically and rescheduled as directed.

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

40. The Tenderer(s) shall maintain smooth flow of storm water in nalla/ S.W.D throughout contract period by way of desilting as directed by Engineer-in-charge for which no extra payment will be made.

41. No extra payment shall be admissible for dewatering the trenches, carrying the material by head load transport or approaches to the work site.

42. The contractors will have to obtain water connection for drinking purposes as per conditions in G.C.C. Extra water required for construction purposes will have to be brought by the contractors at his own cost and no extra claims on this behalf will be entertained.

43. The Tenderer(s)/ Tenderer(s) shall note that first class quality of material & workmanship is expected.

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

45. The Tenderer(s) shall procure all material required for the work form manufacturers with (ISI) certificates and according to B.M.C. specifications wherever applicable. Tenderer(s) shall submit manufacture's test certificate accordingly.

46. The contactors will have to work during nighttime also if required no extra claims in this regard will be entertained.

47. For minor details of R.C.C. work and whenever any modification is desired same have to be done according to the R.C.C. code of the B.M.C./ I.S. code and as directed by the Engineer-in-Charge.

48. Tenderer(s) should note that the measurements for the excavation items will not be taken for whole quantity of the excavation from the ground level up to the depth specified but will be taken for the quantity excavated between the specified depths only.

49. The successful tenderer(s) will have to make his own arrangement at his cost for the Electric power supply required for the work either by taking connection from Reliance energy Ltd./ M.S.E.B. / B.E.S.T. / TATA /ADANI or arrange his own generators.

50. Tenderer(s) shall have to obtain all the permissions of the concerned authorities outside the B.M.C. required for carrying out the work. Only recommendatory letters will be issued by B.M.C.

a) If required, the contractor shall appoint liaison officer for pursuing matters with the MMRDA, MCZMA, MRDPA, concerned Dy. Collector (Encroachment), concerned Municipal authorities, City Survey office, Reliance Energy, Tata power, Traffic Police or any other concerned offices for expediting encroachment / hurdles removal work from the alignment of Nalla system.

b) Tenderer(s) shall have to obtain all the relevant permissions/ NOC from MCZMA, or any environmental and forest authority if the construction site falls under coastal Regulation zone or affected due to CRZ, the tenderer(s) has to get it done by approaching / liaison officer for pursuing the same .Only recommendation letters will be issued by the Corporation. The construction work affected due to CRZ will be allowed to be continued subject to clearance of environmental point of view.

c) If due to small quantity of concrete (Less than 10 Cu.m.) or if concrete is not to be used as structural concrete nominal mix of equivalent strength may be made on site by the permission of Engineer, not below the Executive Engineer. However, rebate of Rs. 100/- per Cu. M. shall be taken for non-using the mix design.

51. Contract Labour (Regulation and Abolition act 1970): The Tenderer(s) should specifically note that the successful tenderer(s) shall have to strictly comply with the entire statutory requirement under the provision of the Contract Labour (Regulation and Abolition) Act 1970 and with the Maharashtra State Contract Labour (Regulation and Abolition) Rules 1970 and indemnify the Corporation against any claim(s) whatsoever. Successful Tenderer(s) should obtain Registration Certificate from Labour Commissioner.

52. The Noise level shall be maintained within the permissible limit in silent zone area during construction activities by the Tenderer(s) as per the notification dated 14/01/2000 issued by the Ministry of Environment and Forests.(Condition is included as per circular u/no. C.E/PD/7788/I dated 07/11/2008)

53. List of approved Banks/ Paver block manufacturers/ Asphalt Plants/ R.M.C. Plants etc. have been attached to this document. However, M.C.G.M. reserves right to modify these lists.

a) All the asphalt works required to be done under the captioned contract shall be

got executed with the specified asphalt mixes manufactured in M.C.G.M. approved asphalt plants only.

b) All the Paver blocks/ Kerb stones/ Water tables/ Frame & covers required for the works to be carried out under the captioned contract shall be procured from the specified manufacturers registered with M.C.G.M. only.

c) The R.M.C. works required to be done under the captioned contract shall be got executed with the specified R.M.C. mixes supplied by M.C.G.M. approved R.M.C. plants.

d) The Mastic Asphalt work will be got done through the specialized agencies having expertise in Mastic Asphalt work.

54. While constructing/improving footpath, provision for slopping ramp of at least 1.00 m width or as directed, shall be made at every carriage entrance, junctions, bus stops etc., for convenience of physically challenged persons.

55. The full time services of the Personnel Team of the Tenderer(s) are mandatory during the entire period of the project.

56. The site shall be cleared by removing all surplus material/silt/earth/debris on or before 31st May of every year as directed by Engineer in charge.

57. If the Tenderer(s) excavates certain portion of the road and fails to reinstate the same within the stipulated time limit, as per the programme and or before 31st of May, the reinstatement will be got carried out at contractor's risk and cost through other agency in addition to further penal action.

58. All the excavated material belongs to the Municipal Corporation of Greater Mumbai and therefore shall be the property of Municipal Corporation of Greater Mumbai. It will be mandatory on the part of contractor to use this material in the execution of works under the instant contract or on any other sites of other contracts of M.C.G.M. as directed by the Engineer; if the quality of material is as per the specification. If any excavated material is used on construction sites then the remainder surplus earth OR if no excavated material is utilized on Municipal works then the entire surplus excavated earth/ material including de-silted material shall be removed / transported from sites by the contractor within 24 hours; for which no separate payment will be made. If Municipal dumping grounds are not available for removal of surplus earth then the contractors shall make his own arrangements for removal / transportation / disposal of excavated surplus earth at his own risk and cost. It shall be distinctly noted that M.C.G.M. will not make any payment towards removal / transportation / disposal of surplus excavated earth including desilted material from construction site to either any Municipal dumping ground (If made available) or to contractors own dumping facility. The contractors shall take into account the fact while quoting.

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

60. The work will be treated as completed only after cleaning the site in all respect after completion of the work.

61. Tenderer(s) should maintain the asphalt road stretches after reinstatement in traffic worthy conditions during monsoon free of cost by using asphalt mixes during the course of work.

62. The contractors shall display the boards giving information of name of the work, date of starting completion, Name of the department and contact telephone numbers. Non-compliance of this condition, a penalty of Rs. 1000/- per day per site shall be imposed on contractor.

63. The Tenderer(s) shall take photographs of site as and when directed by Engineer. The Photographs should be so arranged in the Register that original site position and finished site position of the same location should be vis-à-vis. The register should be duly signed by site-in-charge and Tenderer(s) fortnightly. Failure to abide this condition of Rs. 1000/- per photograph copy will be recovered from the contractor`s bill.

64. On Completion of the work, the contractors shall furnish free of cost 2 sets of final completion drawings in AutoCAD along with the soft copy in CD, showing all the details checked and signed by the Engineer within 2 months of completion of works. The payment of final bill shall be made to the contractors after receipt of above sets. In case the contractors fail to submit the completion drawings, the same shall be got done through outside agency and cost of the same shall be recovered from the Tenderer(s) along with the penalty of Rs. 5,000/- per drawing (applicable for only identified works.)

65. All trenches taken in connection with the work should be sufficiently barricaded, as specified. If barricading is not provided a penalty of Rs. 1000/- per day for every 10.0 m stretches will be imposed.

(a) The quantities mentioned in the Bill of Quantities have been worked out by adding the estimated quantities for each individual work mentioned in the tender document.

(b) Any excess or saving in any item will be considered on total quantities included in the Bill of Quantity of that item in the tender documents.

(c) Tenderer(s) will have to arrange for unforeseen diversion of utility services during execution at his risk and cost.

66. The contractors should carry out if required any minor works pertaining to S.W.D. works, as may be decided by the Engineer-in-charge anywhere in the ward limit where the work is in progress under contract at the rates included in the Bill of Quantities of the above work with his percentage quoted.

67. The payment for excavation shall be made on cross sectional basis. Before starting the work initial levels will be taken at every 5 m to 2 m or less depending on site conditions along the entire length of the proposed work levels at every 1.50 m to 2m minimum would be taken along the width of the section. The excavation quantity would be computed on the basis of levels thus taken by resorting the Prismoidal Formula or as directed by the Engineer-in-charge in case of encroachment and other structures. For establishing the datum line the average of the two end points of the ultimate cross- section required for excavation work will be considered.

68. Tenderer(s) should remove cofferdams constructed along/across the nalla before 15th May or as and when directed by engineer to keep the flow of storm water in the nalla unobstructed. No separate payment will be made for this.

69. The contractors are also required to reconstruct the cofferdam if required/directed by the Engineer to complete the balance work.

70. The proposed width for excavation of trenches for various sizes of pipes will be as shown in table at Condition No.6.5.2.

71. R.C.C. pipes to have used on site shall be as per specifications mentioned in the Tender and shall be procured from the Company Registered with M.C.G.M.

72. BARRICADING:

- It will be entirely responsibility of the contractor to provide and install secure barricades on work sites; **wholly at his risk and cost**.
- Barricading shall be provided free of cost as per circular vide **U/No.MGC/F6342 dated 5.5.2018** and as per Annexure I, II and III of standard drawings and specifications with slogans and department wise colour codes. This circular U/No.MGC/F6342 dated 5.5.2018 is a part of contract.
- Installing secure and continuous barricading is to ensure the safety of the road users/residents of vicinity etc. Due to non-installation of barricades or due to inadequate installation of barricades on sites; if any accident occurs on site leading to injury or loss of life; then the contractors and contractor's engineer will be liable for consequent action.

73. No dumping ground will be made available by M.C.G.M. for disposal of desilted /excavated /surplus earth material from SWD. The tenderer(s) shall have to make their own arrangement for disposal of desilted / excavated / surplus earth materials. Please note that obtaining N.O.C. from Plot Owner for disposal of desilted / excavated / surplus earth materials on designated private dumping ground and dealing with all the consequences which may arise out of it's utilization shall be the sole responsibility of the tenderer(s). All the necessary charges including payment of Toll fees, Royalty (if any), etc shall have to be borne by the tenderer(s).

Any disputes / litigation regarding removal, transportation and dumping on site shall be sole responsibility of tenderer(s) and M.C.G.M. shall not be party for that in any case. Tenderer(s) shall indemnify M.C.G.M. and all its officers regarding any litigation and or issues that may arise out of ownership / NOC / Permission of said dumping site/s as well as removal / transportation / disposal of excavated surplus earth including desilted material. The indemnity bond stating the same shall be submitted in e-Packet B.

74. PENALTY CLAUSES :-

74.1 Penalties *:*

a) The Engineer not below the rank of Assistant Engineer is entitled to impose a penalty of Rs. 2500/- per day for each defective work/lapse, disobedience of orders of the officer not below the rank of Site Engineer. Penalty amount will be recovered from contractors running bill.

b) This penalty is over and above Penalty mentioned under G.C.C. clause No. 100.

c) If it is observed that, the Tenderer(s) carrying out the work fails to comply with the instructions given by the authorities at the A.M.C./M.C.'s level during execution of work twice, the work will be terminated and will be carried out at the risk and cost of the Tenderer(s) and penal action will be taken against them. This decision will not be arbitrable at all.

d) The abovementioned condition will be in addition to the provision of relevant condition in the General Condition of contract.

74.2 ***Penalties***

a) The stacked surplus excavated materials shall be removed immediately, failing which a penalty of Rs.**5000**/- per day per spot will be imposed.

b) The dumpers carrying the surplus excavated material shall be covered with Tarpaulin sheets during transportation in accordance with MSW 2000 rules and no separate payment shall be made for the same. If the tarpaulin cover is not provided on vehicle or is torn out or small one, a penalty of Rs.**5000/-** per trip for that vehicle will be imposed.

c) All the vehicles transporting surplus excavated material, earth, rock etc. to dumping ground shall be provided with a board showing "On Municipal Duty". If the board showing that the vehicle is "On Municipal Duty", is not provided a penalty of Rs.**1000**/- will be imposed for per vehicle per trip.

75. **In the event of any delay on part of the Tenderer(s) to adhere to the contract,**

M.C.G.M. shall be entitled, at its option to recover from the Tenderer(s) as agreed, liquidated damages which shall not by way of a penalty but shall be a genuine pre- estimate of the losses that M.C.G.M. shall incur, a sum of 0.5% of the price of the total Contract Cost for each work or part thereof, by which the work has been delayed, subject however to a limit of 10% of the Total contract Cost, without prejudice to M.C.G.M.'s other rights mentioned in the Contract.

76. The contractor shall have to take photographs. Failure to abide this condition, a Penalty of Rs. 1000/- per photograph copy will be recovered from the contractor's bill

77. Tenderer(s) are requested to take cognizance of the child labour act and to take precaution not to deploy child labourers on the work. If child labourers are found deployed on the work, a penalty of Rs. 5,000/- on the spot will be imposed on the defaulting contractor and further action as deemed fit will be taken.

78. If the site office with the necessary requirements is not provided within 15 days from the receipt of work order, penalty of Rs.**2000**/- per day will be imposed.

79. The contractors shall provide proper safety gears to their staff, labors. Failure to provide safety gears as per above clause a penalty of Rs.**1000**/- per labour per day shall be imposed. The contractor will be fully responsible towards the safety of staff and labor for the entire Contract period.

80.. If proper barricading is not provided by the contractor then a penalty of Rs.2000/- per meter per day will be imposed. Penalty on account of lapses in providing barricades will be cumulatively imposed to the tune of 5% of the contract cost

81. If a registered Tenderer(s) (a firm, partnership or company) is deregistered, then any other registered Tenderer(s) (a firms partnership or company), with any partner or shareholder who is also a partner or shareholder or a "spouse" of such partner or shareholder of the deregistered Tenderer(s) shall also stand automatically deregistered.

82. Demotion shall be restricted to one class immediately below the existing class of registration, Demotion from the lowest class of registration will amount to

deregistration.

83. Demotion and deregistration shall apply to all the classes, categories and disciplines under which the Tenderer(s) is registered and will be valid for the remaining period of the contractors current period or registration or the period specified in the order of demotion, deregistration/ whichever is longer.

84. A deregistered Tenderer(s) shall not be entitled to be issued any tender document / or quotations for any M.C.G.M. works. Such contractors shall also not be entitled to apply and be considered for renewal of registration or fresh registration at the expiry of period of deregistration. Similarly a demoted Tenderer(s) shall not be entitled to apply and be considered for renewal / fresh registration in a class higher than that to which he was demoted.

85. Temporary huts for the labourer's huts for the S.W. Drains work may be permitted on work site in consultation with the respective Assistant Commissioners and subject to the following conditions or any other condition imposed by the Asstt. Commissioner.

    a. The labourer's hutments will be completely isolated from the public by providing a tin sheet fencing around them.

    b. They will be specifically identified by M.C.G.M. staff by numbering them suitably.

    c. Adequate toilet and bathing facilities will be provided for them inside this fencing.

    d. The contractors will strictly observe that labourers will use these toilets and bathing facilities and no unhygienic conditions are created at site.

    e. In case, any of the above conditions is violated such hutments will be removed by the Assistant Commissioner without giving any notice to the Tenderer(s) in consultation with the Executive Engineer in charge of the work.

    f. The labourers hutments will be removed by the contactors within 7 days or the completion of the work or the last day of the month of May whichever is earlier.

    The Tenderer(s) has to check health of all the labours employed by him at every fortnight and take precautionary measures and treatments as per advice of medical officer. If record is not maintained, penalty of Rs.1000/- per labour will be imposed.

86. Tenderer(s) shall note that no extra payment shall be made for carrying out filling / carrying out preparatory works like excavation, dewatering, compaction, access road, working platform etc. in / adjacent to nalla / river to facilitate implementation of piling works / construction of side walls and the quoted rates of tenderer(s) shall be deemed to include carrying out all temporary works etc. and removal of all temporary works after completion of construction to the entire satisfaction of the Engineer-in-charge or before 15th May, whichever is earlier.

87. If the mangroves are required to be removed during execution of the work under the scope of the tender, the same shall be removed, as per directives of Hon.'ble High Court and as per prevailing Government Directions for which no extra payment shall be paid to the contractor.

88. It is required to prepare drawings/soil investigations/structural drawing and design,

of the nalla retaining wall / R.C.C. work as per the site conditions or as directed by Engineer-in- charge. Contractors shall have to appoint licensed Surveyor/Soil investigation consultant/Structural Engineer/ R.C.C. Consultant at his own cost to prepare the drawings/soil investigation reports/structural drawings and designs based on tender items conditions and get the design approval from the department of M.C.G.M. The expenditure on this account will be deemed to have been considered in the rates quoted by the tenderer(s) and no extra payment shall be paid to the contractor**.** The bidder/contractor has to appoint structural consultant from M.C.G.M. Registered /licensed structural engineer OR renowned agencies like I.I.T./V.J.T.I. for design and supervision of the works designed by them during execution the work and shall inform to BMC before execution of the work. Bidder shall submit the **Structural Stability Certificate** from the appointed consultant who has supervised the work after completion and before submission of the Running/final bill. Tendered shall take note of the same while quoting the bid

89. The tenderer(s) shall carry out subsoil exploration / investigations at the site at his own cost wherever required and as per the directions of Site in-charge. Expenditure on this account will be deemed to have been considered in the rate quoted by the tenderer(s) .

90. Any recommendation / alteration in the work as per decision of Competent Authority of

M.C.G.M. shall have to be executed under the same tender conditions.

91. No claim shall be entertained on account of delay in removal of encroachment.

92. If the alignment of nalla retaining wall is affected by mangroves. The orders in cases pending in various courts in regard shall be binding on the contractors. The tenderer(s) cannot claim any damages / compensation etc. for delay or cancellation of the work or part thereof. This fact shall be kept in mind while quoting for tender.

93. It is observed that Contractors carrying out the work fail to comply with the instructions given by the A.M.C./M.C. during execution of work twice, the work shall be deemed to have been terminated and will be carried out at the risk and cost of the Contractors and penal action will be taken against them. This decision shall not be arbitrable at all.

94. The above condition will be in addition to the relevant conditions in General Conditions of Contract regarding cancellation of full or part of the work, finality of the decisions on the disputes, differences or claims raised by the Contractors relating to any matter arising out of the contract.

95. If concrete surface Finish of work is not as per specified class of finish (i.e F1, F2, etc.) and honeycombing is observed in the surface, penalty of Rs. 5000/- per Sq.m. will be imposed.

96. Any recommendation / alteration in the work as per decision of Competent Authority of

M.C.G.M. shall have to be executed under the same tender conditions.

97. The Tenderer(s) shall implement anti-malarial measures for each site during execution of works in case of failure to implement above measures a penalty of Rs.5000/- per day per personnel shall be imposed.

98.The contractors will have to obtain permission from the traffic police department well in advance either for closing down the road stretch or for diversion of traffic for execution of the work by displaying appropriate boards. The work may be required to be executed in phases as

per traffic police permission. The contractors should therefore take this factor in to account while quoting.

99.The guide wall of iron channels / brick masonry wall of sufficient section height shall be constructed to guide touch piles/meter panels for which no extra payment shall be made. If longitudinal alignment of the touch pile/meter panel differ more than 50 mm a penalty of Rs. 5000/- per meter depth of pile / meter panel will be imposed.

100.The tenderer(s) should note that the work shall be carried out preferably during day time i.e. from 10.00 am to 05.00 pm.

101.If the structures/encroachments including utilities coming in the alignment of the proposed work, the contractor shall have to arrange for the carrying out detail total station survey of the structures/encroachments at his own risk and cost and the tenderer(s) have to quote accordingly while bidding for the work. No separate payment will be made.

102.The contractors shall get the structures demolished from concerned Asst. Commissioner of ward for necessary working place to be made available for the subject work.

103.Even though the Tenderer(s) takes all the precautionary measures and by chance any workman is injured or dies due to negligence or otherwise, the Tenderer(s) will be responsible for the claims of damages by the workman or his legal heirs.

105.The Tenderer(s) has to check health of all the labourers employed by him at every fortnight and take precautionary measures and treatment as per the advice of Medical Officer. If record is not maintained by the Contractor, penalty of Rs. 1000/- per labour will be imposed.

106.The design of R.C.C. / structural work shall be obtained from Licensed Structural Engineer at the cost of the Tenderer(s).

107.Web Connectivity: The Tenderer(s) shall provide web connectivity to all above monitoring system. Web connectivity shall have minimum 1 MBPS Internet speed & 100% availability. Software should be intelligent. In case of connectivity failure it should maintain the pending files and send them as soon as it is connected. The Tenderer(s) shall make sure that the entire software and hardware solution is virus free.

108.Quantities of all items provided in the B.O.Q. may not be required to be executed depending upon site conditions. M.C.G.M. reserves right to make any changes in scope of work / reduction of part or whole work. The tenderer shall not be entitled to claim any damages/compensation etc. for less quantity executed or cancellation of whole work or part thereof.

109.The tenderer(s) shall note that during execution of work silt, excavated material, debris etc dumped on the public streets/places will have to be removed immediately as per direction of the Engineer-in-Charge, failing which the same will be got removed at their risk and cost.

110. The contractors shall provide proper safety gears to their staff, labors. Failure to provide safety gears as per above clause a penalty of Rs.**1000**/- per labour per day shall be imposed. The Tenderer(s) will be fully responsible towards the safety of staff and labors for the entire Contract period.

111. Boards of size 4' x 3' showing all the necessary details should be displayed at each and every nalla site. For non-compliance of this condition, penalty of Rs.**1000/**- per day per site will be imposed on the contractors.

112. Tenderer(s) shall pay building & other building worker welfare Cess @ 1% of construction cost as per Maharashtra State building & other building welfare Cess act 1996 to the M.C.G.M. in consultation with C.A. (Finance).

a. Tenderer(s) should note that, there are only few access points in each proposed work of this tender from where Machinery can be lowered for desilting work/ concreting work.

b. Tenderer(s) should note that, for inaccessible portion of proposed work of this tender the same shall be desilted manually by engaging adequate labour force and desilted material shall be conveyed up to loading point by head load.

c. If the contractor engages any machinery for collecting, carrying for lifting the silt from the Proposed work of this nalla system bed and if any damage appears to the nalla system bed or Retaining walls or any structure belongings to anybody due to impact of machines or due to any reasons the contractors will have to make good or such damages without any extra cost to M.C.G.M.

113. Since the work under reference is time bound the work will have to be carried out beyond the normal specified working hours. (10.00 am to 5.00 pm) the tenderer(s) should make specific provisions for this contingency.

114. The successful tenderer(s) shall provide lorries/dumpers & machineries as per prevailing norms of Mumbai RTO dept.

115. All the necessary precautions, safety measures etc. for the contractors staff at the work site shall be the responsibility of the successful tenderer(s). The successful tenderer(s) shall also be liable for any injury to the life & damage to private, municipal or government properties if any caused by them during the operations connected with this work. In this if any legal issues arise in any term the contractors will be solely responsible for such kind of legal issues/disputes and M.C.G.M. will not be a party in this matter.

116.All the tenderer(s) are advised to visit the site of work so as to ascertain the scope of work required for effective execution of work & also to ascertain difficulties of accesses/approach road, traffic restrictions on account of tidal conditions etc.

117. The tenderer(s) shall take utmost care while transporting the wet silt/earth to dumping ground. The wet silt shall be transported in water tight vehicles to ensure that wet silt does not spill on the road and cause any accident in case of any such accident it will be the entire responsibility of the contractors to bear all the damage, claims, any untoward incidents if happened.

118. The contractor shall make proper arrangement of lighting / focus during night hours at his risk and cost at site.

119. The wood generated from tree cutting shall be deposited in the store of concern ward Horticulture Assistant / JTO & take acknowledgement for the same.

120. The contractors shall carryout tree cutting / transplantation / work in consultation with ward Horticulture Assistant / JTO & obtain necessary completion certificate for the same.

121.The silt must be transported within 48 hours to the specified dumping ground. However, in case of main roads, the silt will be transported by deploying vehicles immediately. The said vehicles shall be water tight. The wet silt shall not be allowed to drip out on the road during transportation.

122. Tenderer(s) are hereby directed to take out C.A.R. (Contractors All Risk) Policy and Janta Policies as directed under Clause No. 44 and 70 of the General Conditions of Contract for civil works.

123.The tenderer(s) shall carry out the entrusted work as per BOQ and specification meticulously.

124.The successful tenderer(s) shall take jointly the bed / bank / service road initial levels at every 5.0 mt distance for the starting point of group allotted to the tenderer(s) before starting the work and submit the cross section as well as longitudinal section as per the directions of the Engineer In-charge free of cost. After completion of widening, deepening, cutting work again the successful tenderer(s) shall take jointly the bed / bank / service road final levels at every 5.0 mt. distance from the starting point of group allotted to the tenderer(s) and submit the cross section as well as longitudinal section as per the directions of the engineer In-charge free cost. The successful tenderer(s) shall provide necessary survey instruments for the survey work free of cost.

125.No separate payment for any kind of transportation from site will be made for the work. Tenderer(s) should take cognizance of the same while quoting the bid.

126.The royalties, taxes, charges, etc. for excavated material i.e. earth, rock, etc. will be borne by the contractors. As per revised policy of BMC, in case of municipal dumping, Contractors will be charged for tipping excess earth / material @ the rate of prevailing charges during execution of work. However, tipping charges including weighing the same shall have to be borne by the tenderer(s) for which no payment / reimbursement will be made. Considering these charges, tenderer(s) shall quote their percentage accordingly.

127. All the directives regarding new policy for governing extra/ excess as per circular no. CA/F/Project 31 dt.26.10.2020, shall be followed.

128. Responsibility of observance of terms & conditions of the contract and authenticity of inputs given and documents submitted shall be solely of the contractors. The staff / engineers shall not be held responsible for any lapse / mischief that may be observed during the course of execution.

129.It is proposed to allow the tenderer(s) maximum upto 2 (two) private plots for dumping / unloading the desilted material/silt as per the work proposed.

130. For transportation of excavated material no vehicular tracking system will be insisted since the item of transportation will not be paid.

131.The tenderer(s) quoting/bidding for more than one work with respect to e-tender notice and intends to pay A.S.D. as specified in the tender then the tenderer(s) shall pay separate A.S.D. for each bid online before end date and time of bid submission. In case the A.S.D. submitted is more than the percentage quoted by the bidder, then the percentage quoted shall prevail.

132.If the tenderer(s) is lowest in more than one bid, independently qualifies the PQ criteria of corresponding bid where he is lowest and has sufficient bid capacity to bid then in such cases more than one tender can be awarded to such bidder. However, final decision in this regards shall be with Municipal Commissioner.

133.One Tender per Tenderer(s) – Each tenderer(s) shall submit online only one tender for one work. Tenderer(s) who submits more than one bid for one work, individually will cause all the proposals with the tenderer(s) participation to be disqualified.

I. Firms with common proprietors/ partners connected with one another either financially or as principal agent or as master and servant or with proprietor/partners closely related with each other such as minor son/daughter and minor brother/sister shall not tender separately under different names for the same contract.

II. If it is found that firms described vide above clause have tendered separately under different names for the same contract, all such tenders shall stand rejected and tender deposits shall be forfeited. Any contract entered into under such conditions will also be liable to be cancelled at any time during its currency and penal action including black listing of such firms will be taken.

134. Cost of Tendering-The tenderer(s) shall bear all costs associated with the preparation, submission and uploading of his Tender, and the B.M.C. will in no case be responsible and liable for those costs.

135. Work Records: - All specified up to date site record should be maintained by the contractors. If the Tenderer(s) fails to comply with this condition, the penalty of Rs.1000/- per day per record will be imposed on the contractors.

List of Registers	
Sr. No.	Name of Register
1.	Inventory Register
2.	Correspondence file
3.	External & internal utility remarks file
4.	File containing drawings
5.	Daily Progress Register
6.	Instruction Register
7.	Level Book
8.	Mix design file
9.	Materials Testing Result file
10.	Photograph file
11.	Excavation Register (Asphalt , rock, soil etc)
12.	Filling/Embankment Register
13.	Granular Sub-base / K.T.R.Register
14.	Wet mix Macadam ./ Water Bound Macadam .Register
15.	Sand Metal Filling Register
16.	Pour Card for each RMC mix materials
17.	M 15 CC Register
18.	M 20 CC Register
19.	M 40 CC Register
20.	M15,M20, M35/M40 Cube & Beam registers
21.	Ready Mix Concrete Challan file
22.	Cement Variation Register
23.	Cement Register
24.	Asphalt macadam (mixes) register
25.	Dense Bituminous Macadam Register
26.	Asphalt concrete /Seal coat Register
27.	Asphalt challan file

28.	Penalty Register.
29.	Steel register
30.	Visual/ video recordings in form of CD's
31.	Form work shuttering register
32.	Precast register
33.	Any other register as per directions of Engineer in Charge.
NOTE :	**From above list the registers applicable for the specified work shall be maintained. Additional Registers, as required, will have to be maintained by the contractor asper directions.**

136. Minimum 2 security guards round the clock shall be provided on every worksite. A penalty of Rs 500/- per security guard per shift will be levied if the same is not provided.

137. Pre-bid meeting – (Applicable for tenders costing above Rs.25 Crores) :-

(As This is Special Building, Pre – Bid Meeting is Arranged for this Project)

a. The tenderer(s) or his authorized representative is invited to attend a pre-bid meeting as per the date, time and venue mentioned in the tender notice/header data.

b. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

c. Any tenderer(s) requiring any clarification of the tender document and/or the works may submit his questions in writing to reach the office of **Dean KEm Hospital** at least 1 days before the meeting. BMC reserves the right whether to entertain Emails if received after abovesaid time.

d. Any modification of the tendering documents, which may become necessary as a result of the pre-bid meeting, shall be made by the M.C.G.M. exclusively through the issue of an Addendum/Corrigendum and not through the minutes of the pre-bid meeting.

e. Non-attendance at the pre-bid meeting will not be a cause for disqualification of tenderer(s).

138. Any affected party / tenderer(s) may appeal before Director (E.S. & P)/ AMC as per circular Ch.E.(V)/436/B dated 18.05.2023 regarding their grievances pertaining to the tender under reference. The affected party may approach Grievances Redressal Committee (PRC) later on only after hearing conducted before DMC(Infra) /AMC initially. Further, any bidder or prospective bidder shall refer 'Internal Grievance Redressal Mechanism' as per circular no. DMC/CPD/3217/dtd. 02.03.2019 for redressal of their grievances.

The Grievance Redressal Mechanism' will be as per Circular u/.no Ch.Eng.(Vig)/436/B/ dt 18/05/2023. (Copy attached in Circulars Section)

139. Information regarding Classes –

Classes available for Civil Engineering works according to the limits of

works, amount of solvency, Registration fees and amount of standing deposit prescribed for each class. As mentioned in Section-6 (L) of this tender.

140. A responsive tender is one, which confirms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation a material deviation or reservation is one-

i. Which affects in any way the scope, quality or Performance of the work.

ii. which limits in any way, the employer's rights or the tenderer(s) obligation under the contract and inconsistent with tendering documents.

iii. Whose rectification would affect unfairly the competitive position of other tenderer(s) presenting responsive tenders.

141. <u>Dumping Grounds</u>– Mention of the Municipal dumping sites in tender document does not cast any responsibility upon M.C.G.M. to make the same available to successful bidder. It all depends on availability of the dumping grounds. M.C.G.M. does not claim to make the Municipal dumping sites available to the successful contractor.

a. The dumping sites may change at the discretion of Engineer at short notice, without any financial liability on M.C.G.M.

b. M.C.G.M. does not assume any responsibility for providing sites for dumping ground for removal and transportation of surplus excavated earth including de-silted material. In the event of Municipal dumping ground not available; the successful bidder shall have to make his own suitable arrangements for disposal of excavated surplus earth/ material / desilted material at his own risk and cost.

c. *"M.C.G.M. will not make any payment towards transportation/ removal/ disposal of excavated surplus earth/ material / desilted material from construction site to either Municipal dumping ground (if available) or contractors own dumping facility. Contractors shall quote accordingly".*

d. Nevertheless, M.C.G.M. reserves its rights to use surplus excavated materials for its own use anywhere in M.C.G.M. limits and the contractor will have to dump the material at any sites as decided and directed by the engineer in charge; no extra payment will be made on this account.

142. If the site is affected due to Tidal effect and to facilitate construction activity Coffer Dams will have to be constructed by the tenderer(s) and also tenderer(s) have to construct temporary road, F.O.B, etc while constructing the Nalla for which no extra payment will be made. Tenderer(s) need to consider this aspect at the time of quoting the Bid.

143. Above all any new guidelines or changes in existing system regarding keeping a check on the transportation of vehicles to private dumping ground will be binding on contractors and no extra payment what so ever will be made to the tenderer(s) in lieu any changes made or fresh guidelines issued.

144. It is required to prepare drawings/soil investigations /Total Station Survey

drawings/Utility Mapping /Structural drawing and design, of the nalla retaining wall/ RCC work as per the site conditions or as directed by Engineer –in –charge. Contractors shall have to appoint Licensed Surveyor/Soil Investigation Consultant/RCC design Consultant at his own cost to prepare the drawings/soil investigation reports/Total Station Survey drawings/ RCC structural drawings and designs based on tender item conditions and get the design approval from the department of BMC. The expenditure on this account will be deemed to have been considered in the rates quoted by the tenderer and no extra payment shall be paid to the contractor.

145. Tenderers shall have to follow the New Guidelines & Modalities for execution of Engineering Works circulated by Ch.E.(Vigilance) department u/no. ChE/Vig

/1581/B dated 21.09.2016 &u/no.Ch.E/Vig /1490/B dated 02.08.2018 and u/no.Ch.E/Vig /1938/B dated 23.11.2021

146. Methodology of the work, safety manual and quality assurance plan shall be submitted before commencement of the work with copy at each site office.

147. Concrete Works:_All concrete works shall be carried out as per item description or by Ready Mix Concrete only.

148. Diameter of the pipe and sizes of manholes provided in the bill of Quantities of the Tenders are tentative and are likely to change at the time of execution according to the site conditions. Contractors shall have to carry out such extra items in Sewer Line/Water mains works as per respective Schedule rates of M.C.G.M. prevailing at the time of execution of work adjusted by rebate/premium quoted by the contractors and no fair rate will be admissible for the same.

149. a) The Mix Design for Concrete shall invariably include details of source material including tests carried out at source (Quarry/Cement Manufacturer's lab).

b) The contractors should carry out if required, any minor works such as raising/lowering of manhole, attending to bad spots, bad patches etc. as may be decided by the Engineer-in charge anywhere within the concerned ward limit where the work is in progress under contract at the rates included in the Bill of Quantities of the above work with his percentage quoted.

150. i) All the specifications laid down by IRC and as detailed in the relevant clauses of MoRTH- (2001) Manual on Specifications for Road and Bridge Works in respect of Construction of Drainage Layer, Wet Mix Macadam, Dry Lean Concrete should be strictly followed.

ii) All the works for thin/ ultra thin white topping shall be carried out as per IRC – SP - 76.

151. It will be the responsibility of the contractors to arrange for a joint inspection in every quarter of the year after completion of the work till the expiry of defect liability period and also 4 weeks before expiry of the defect liability period. Further, if the contractor fails to do so, the observations made by the staff during site inspection will be considered for the purpose of noting the defects.

152. (i) All the works shall be started from existing manhole at the

downstream end of the proposed work so that the line laid will be put to use immediately.

(ii) All the existing street connections / cross sewer lines shall be transferred to the proposed/existing sewer line, if any.

(iii) The work may involves laying of augmentation of storm water line on narrow Gaothan street having existing utility such as Sewers, Water mains. At some location, proposed storm work will required to be carried out by dismantling existing sewer line and redo the same. It is likely that the new storm water line will be laid on existing alignment by isolating the same. The bidder has to desilt the existing storm water drain wherever required at their own cost.

(iv) Before redoing of culvert work, the design of R.C.C./ Structural work shall be obtained from licensed Structural Engineer at the cost of tenderer.

153. The Contractors may be called upon to execute additional work of laying small portion of storm water line/ sewer line in the vicinity of the present work under the proposed Contract. This fact should be taken into consideration while quoting the percentages or rates for the tender of the work.

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

155. Any amount of Dewatering required for crossing nalla/culvert/S. W. drains, crossing of sewer lines etc. and also for making connection of the proposed SWD/sewer lines to the existing sewer line in surcharge conditions should be done free of cost. No payment will be made on that account. Contractor shall note the same and quote accordingly.

156. The itemof the constructing body manhole over functioning / nonfunctioning SWD/sewer of any diameter will be paid in regular manhole item which includes the cost of breaking of concrete and pipe, desilting of SWD/sewer line, dewatering of SWD/sewer line, etc. The contractor should quote their rates accordingly.

157. The contractors will have to make connections to the existing manhole including plugging, diverting or pumping the existing flow or accumulated water, making holes of any size in the masonary, breaking the existing cement concrete haunches, making sand plaster, constructing new channels and haunches with M 15 C. C. finished smooth with 20 mm. (3/4") thick cement mortar 1:1, de-plugging and desilting the manhole on upstream side and downstream including passing disc in the length complete as directed (for this item no payment will be given to the contractors).

158. Where the excavation is required to be done across the road or along the part of a road where there is high volume of traffic, the Engineer may direct the contractor, to execute the work in more than one shift, so as to complete

the work, in least required time, so as to reduce the inconvenience caused to the free flow of traffic. Arrangement will have to be made by the contractor to provide additional lights, sign boards etc. as required by the Engineer and traffic police. The contractor will have to provide M.S. plates of sufficient thickness, including stiffer plates for strengthening with supporting joints, if required, to cover the open trenches during the day time for smooth flow of traffic during the progress of the work and till the trench is backfilled. No extra payment will be made for this arrangement. The program of the work to be done in additional shifts shall be submitted to the Engineer and got approved before starting the work, so that the work can be completed in a time bound manner.

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

160. Contractor will make arrangement to inspect R.C. pipe / H.D.P.E. pipe manufacturer's site to carry out three edge bearing tests, water tightness test.

161. No material will be supplied by M.C.G.M. Stores.

162. The per cent above or below quoted in this schedule shall hold good for all works done under this contract without reference to location of works or quantities.

163. The contractors are particularly directed to observe from the specifications what is to be included in the rates for the several portions of the works and frame all their per cent above or below accordingly.

164. It is incumbent on the Contractors to remove all “Pardis” put up by them during the progress of storm water work so as to obviate the necessity of such removal after the storm water is put into commission while handing over charge of such storm water line to the respective Department. If any such “Pardi” is found after the Storm water line is put into commission the cost of breaking and removing the same will be recovered from the Contractors.

165. After completing the work, completion plan ,other relevant Drawings in auto cad format and shall be submitted to the M.A. & Dean KEm Hospital as directed. Further also obtain CFO NOC and OCC from O/o DyChE (BP) Spl cell / concern authority as directed by Engineer in charge and M.A.. .

166. In respect of Filling in trenches with Municipal earth materials etc. in layers not exceeding 25cm. in loose thickness, watering etc. compacting by means of plate vibrator or a power roller to a depth not exceeding 2m. etc. complete as per New Road Specifications / trench guidelines effective from 01.02.2015.

167. Scope of Work includes minor changes in alignment due to site difficulties, if arises. Contractors are liable to carry out the SWD/sewer work as instructed by the Engineer of Contract.

168. Tenderer shall have to provide an air-conditioned site office admeasuring about 2 x 30 sq.m. (Minimum) with at least two windows. The office shall be equipped with all the security kits and safety measures for labourers along with the conditions mentioned in Clause no.68. 5. and 68. 6. of GCC of this

document. Also Digital camera with minimum 16 Mega Pixel lenses shall be provided for the tendered work.

169. Tenderer shall obtain NOC from concerned authority for construction and demolition waste generated during the execution under circular no Dy.Ch.Eng./SWM/3957/op dt 28.09.2018.

170. On receipt of the work order, an amount equivalent to 1/2% (half percent) of Contract cost or Rs10,000/-, whichever is less, shall have to be deposited on demand by Ward Office where the work site is situated, towards deposit for removal of debris from the site. This amount will be adjusted towards the debris which has not been removed from the site by the contractors in time and removed by the Ward Staff.

171. For Time extension of work strictly follow Circular No. AMC/ES/ 2700, dated 27/05/2019.Accordingly, bidder shall submit the undertakings by mentioning that the subject work will be completed in stipulated time period and in case of not completing the work within stipulated time period, penalty will be recovered for such lapses as per tender conditions

172. & 145. The contractors will have to obtain utility remarks from the land owner/Land owning authorities like MbPT,BPCL,IOCL,HPCL,Forest Department,MCZMAetc well in advance before commencement of work through their premises. If any damages will occur during execution of the work, contractor will be held responsible for the same and restoration charges shall be borne by the contractor.

173. "That the appointed contractor shall ensure that the water stagnated due to the cofferdam in the upstream area, shall be treated with suitable insecticides by appointing a Pest Control Agency, registered with B.M.C., on regular basis, to prevent mosquito breeding.

174. The Successful bidder shall also appoint staff to clean the nallah and keep the water clear for insecticide treatment to be rendered. The Engineer-in-charge shall get the methodology of work proposed by the empanelled appointed pest control officer. Failure to ensure the mosquito breeding free site shall be punishable under appropriate provisions of Act & penalties shall be imposed on the main contractor and the Pest Control Agency by the Pest Control Officer with approval of Insecticide Officer."

175. The PMC/Engineer In Charge will have the option to have any of the materials tested to find out whether they are in accordance with the specifications and the Contractor will bear all the expenses for such testing. All bills, vouchers and test certificates which in the opinion of the Engineer in charge, their suitability shall be produced for his inspection whenrequired.

176. The interpretation & decision given by PMC / Engineer in charge shall be final & binding to contractor for any discrepancies in drawings, description of items of work in BOQ & specification.

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

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

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

a. DMC/Infra/3732 dt. 13.02.2021 (modified PQC guidelines)

b. MGC/F/8659 dt. 07.09.2019 regarding Arbitration clause

c. CA/FRT/12 dt. 21.06.2012 regarding Building Construction and other work Cess

d. AMC/ES/2700 dt 27.05.2019 undertaking regarding work to be completed withinstipulated time period

e. CA(F)/Project/42 dt. 09.02.2021 regarding ASD

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

- **<u>TESTING OF MATERIAL</u> –**

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

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

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

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

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

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

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

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

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

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

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

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

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

184. RMC to be provided for list of approved BMC agency which an having current validity.

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

186. For all cement concrete works covered under scope of this tender, only ready mix concrete shall be used except nominal mixes wherever specified. On site mixing of concrete (Instead of ready mix concrete) maybe allowed only in cases when the total quantity of RCC/CC does not exceed 5 cum on that particular day with the approval of Engineer Incharge.) However, in such cases the concrete shall be as per mix design and machine mixed. The decision of PMC/Engineer Incharge shall be binding on the contractor. Testing as per IS Code is required.

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

188. If concrete is not to be used as structural concrete nominal mix of equivalent strength may be made on site by permission of engineer, not below the Engineer Incharge. However, rebate of Rs 100 per cum shall be taken for non using the ready mix concrete. However, in such cases, the concrete shall be machine mixed.

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

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

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

192. The successful bidder shall submit the details of technical staff appointed for the specialized jobs like Electrical Works, Firefighting works. (Of which MOU is already submitted in Packet B) within 1 month after issue of LOA or start of particular work.

193. Vide MGC/1102 dtd 25.10.2023 and enforcing MPCB from time to time, grievances regarding Air pollution mitigation shall be followed by the contractor on site.

194. For any reduction in Scope of Work, time extension, delay in work due to any reason, no compensation will be given to contractor.

195. Joint Venture allowed in this tender as per provisions of the clause no. 3(d) of GCC2016.

196. Mobilization advance will be paid in this Tender as per GCC2016.

197. Price Escalation is applicable in this tender as per GCC2016, bidders shall quote accordingly.

198. The work shall be carried out as per USOR-2023 and specifications given in tender.

199. GCC-2016 is applicable to this work.

200. ~~The contractor shall be responsible for the care and protection of the existing systems, carpets, flooring structures, auditorium chairs etc. Any damages to the same shall be borne by the contractor.~~

201. Tenderer shall get himself acquainted with the nature of work before bidding.

202. The contractor shall upload authorization letter as per Annexure-F if applicable.

203. The contractor shall conduct a drumming sound test for the provided roof sheets by spraying water, to the satisfaction of the User Department, PMC, and the Engineer in Charge.

204. Bidder shall go through BOQ, items which are not in SAP system such as magnetic locks of acoustic purpose & have to take cognizance of same during quoting the tender. No extra cost will be paid for same. All specified acoustic work shall be carried out to the satisfaction of user department, PMC, Engineer in charge.

205. ~~The removal and re-fixing of auditorium chairs, protection of the chairs, carpet, and provision of essential type of scaffolding during the proposed catwalk work fabrication or any internal work shall be the sole responsibility of the contractor. The bidder shall account for these responsibilities when quoting for the tender. No additional payments will be entertained for these tasks.~~

206. The provided lighting system and sound system shall be synchronized with the existing systems to the satisfaction of the User Department, PMC, and the Engineer in Charge.

207. The successful contractor is expected to supply and install items of International Standards with the latest technology, which will be compatible with the existing system and meet the satisfaction of the PMC and the User Department.

208. Manufacturer / Bidder should submit all samples on request of Engineer in charge/PMC/User department.

209. The stage illumination/ lighting should not be annoying/disturbing. It should be pleasant and as per theater norms to the satisfaction of Engineer in charge/PMC/User department.

210. Any minor work not specified in the scope/BOQ/schedule, but required for satisfactory/successful commissioning of entire work, shall deem to consider in the scope of work. The bidder should quote accordingly.

211. The successful contractor shall ensure that any and all materials are inspected and approved by the PMC and User Department prior to the execution of work.

212. The work shall be carried out with good workmanship following standard engineering

practice.

213. The sole responsibility for liaising with different utility departments and addressing related issues, as well as obtaining permissions, NOCs, and completion certificates from the relevant departments, lies with the contractor. However, the necessary recommendatory letters will be provided by the BMC.

214. The contractor shall provide "Identity Card" to all the work force at site.

215. The successful contractors shall take utmost care not to cause any nuisance due to noise, welding, operations etc. All the proper precautions shall be taken by them in this respect.

216. If any DAMAGE caused to the B.M.C. properties, it shall be made good/reinstated by the successful contractor at his risk and cost.

217. The successful contractor shall take all necessary measures to ensure safety during the execution of the work. Required safety gear shall be provided to all workers.

218. All the materials, tools and equipment's required for executing the work shall be arranged by successful contractor at his own.

219. The contractor shall not disturb the existing sound /electrical /any system while providing new service points/system.

220. If any discrepancies are observed in executing the work, the same shall rectified free of cost by the contractor in consultation with site Engineer.

222. The contractor shall note that, all the items and works which are required for satisfactory completion and guaranteed performance of the system / auditorium projects are deemed to be included in the offer and no extra cost will be paid by BMC.

223. BMC will not be responsible for any accident / hazard caused to the person of the contractor while carrying out the work.

224. The M & E item vide no. ABSA-VJU-M&E-002 shall be used for replacement work of revolving wing with siliding wing.

225. All as build drawing of all executed services shall be provided by contractor in three sets to BMC as well as CAD soft copies of same.

226. Successful contractor shall be co-ordination with ongoing work contractor of maintenance work to avoid in conflict /disturbance in existing system.

227. Removal of debris is sole responsibility of contractor.

228. Non serviceable material shall be handed over to user department.

229. The estimate is based on the rates previously approved fair items rates. Bidder shall consider the same while quoting the tender.

230. Location and feasibility of lift on site is checked by PMC and userdepartment, however same can be change on basis of any site constraint observed and subject to approval of plans, drawings from competent authority. In such scenario, may need to operate required items from USOR 2023 during the actual execution work. The contractor shall strictly adhere to the decisions of the Engineer in charge, User Department, and PMC. The bidder shall consider this condition while quoting the tender.

231. The Contractor should provide earthing continuity conductors where required at no extra cost.

232. Successful tenderer/contractor shall appoint safety engineer on site having

experience of working on building works while execution, for which no extra payment will be given to the contractor.

233. All up to date site records should be maintained by the contractor as per direction of Engineer In Charge. Contractor should submit up to date records along with relevant RA bill.

234. Successful tenderer/contractor shall appoint acoustic expert on site having experience of working on auditorium works while execution, for which no extra payment will be given to the contractor.

235. Joint Venture allowed in this tender as per provisions of the clause no. 3(d) of GCC2016.

236. rainwater Harvesting for tank is considered and over flow arrangement shall be provided as per specifications

237. mechanical ventilation for the Basement and Lower Ground and Upper ground shall be provided as per directions.

238. In RCC, for steel reinforcement above diam. 25mm, the steel coupler shall be used instead of steel lapping to avoid congestion in RCC Members. The said system shall be as per IS code or as directed.

239.All the Items considered in BOQ or as directed by BMC, to be executed by the Contractor for completing the structure and ancillary works and all the supporting Items, as required, to complete the said Items shall be executed by the Contractor without claiming any financial implications to BMC.

240. all types of Water tanks for all the buildings to be constructed with all ancillary works separately out side of the building.

241. The contractor shall have to consider and provide conduits, cores, concealed services as may found essential without claiming any financial implications to BMC.

242. Collers to the all pipes (Drainage and water supply and SWD and other all utility Pipes) shall be provided without any additional cost.

243. The Contractor shall appoint his own agencies, of suitable eligibility as mentioned in the Tender, for Architectural works , Structural Consultancy, MEP consultancy or consultants for any other services. No extra/additional payment will be given by BMC for this.

245. The contractor shall verify speed and specifications as per prevailing Fire Regulations and Lift Traffic Analysis required and accommodate the same in his quote for Lift Shaft.

246. Estimated Cost of the tender is based on the above areas and ancillary works(Structures & services) and variance, as decided by the Engineer-In -Charge, in the same will be prorata adjusted in the conceptual final cost and payment.

247. The estimated cost of civil &RCC work, Cold Storage works, Maintenance, M&E works is related to constructed area of Scope of the Work mentioned in the Tender. The payment will be done on benchmark basis as described in payment schedule. Any variation in built up area will be applicable to the schedule of payment on prorata basis on either way in increase in area or decrease in area/parking slots equally. Due to any technical reason, if the constructed area as mentioned in scope of work and payment schedule is increased or decreased then payment will be made to contractor accordingly.

248. BMC has right to reduce/increase built up area and car parking slots as per

requirements of site condition. Bidder will not have any rights to claim for curtailment of area in any form.

56. Approval for building plans etc. and other NOCs will be obtained by the successful bidder in coordination with the PMC. No claim will be entertained for any delay in approvala from competent authority as, it will be responsibility of successful bidder.

249. Provision of circulars/GR bearing No. (1) CA/F/Project/19 dtd 4.3.2024 (2)CHE/BM/17800/11 dated 07. .2016 (3) महाराष्ट्र शाशन राजपत्र भाग आठ दि. १४. १०. २०२४ (4) जा. क्र . मु. जि . अंमल -१/७८०/२०२३ दि. ०२/११/२०२३ (Stamp Duty in BG) (5) DMC/CPD/3217 dt. 02/03/2019 (6) CA (F)/Project/3 dt. 26.10.2020 will be applicable for this tender work.

250. For any reduction in Scope of Work, time extension, delay in work due to any reason, no compensation will be given to contractor.

251. The contractor has to prepare Mock Up flat/tenement completed in all respects such as floorirng, electrical works, painting, finishing material etc. The Mock Up flat/tenement will be approved with or without modifications as per approval of competent authority/ Engineer-In-Charge. The same design will be used for completing other tenements and completing the work.

252. Bidders shall note that, In estimate Provisional Sum for utility shifting Rs. 1.0 crores is considered. The same is Payable on measurable work as per current BMC USOR2023.

253. Bidders shall note that, Scope of work and list of items mentioned in the tender is not exhaustive. The same may be altered or amended as per requirement of the site conditions and requirements of the work. The complete work shall be executed as per directions without claiming any additional cost/price/charges.

254. The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

255. Contractor visit site before quoting the bid. Bidder has to take cognizance of existing Structure to be demolished, Services to be shifted etc., So as to complete the Building in all respects with consruction work is sole responsibility of the Contractor. Bidders shall quote accordingly.

256. **The quantity and rates and derived amount is only indicative**. The bidder has to do his own execise to determine the final cost. No variation and claim will be entertained for any variation in quantity and rates and amount and also for any missing items.

257. In indicative BOQ, some items are taken in estimate available from SAP fair Items which are previous of USOR2023. Accordingly, VAT/GST is deducted from the items while considering in estimate.

258. If construction are is reduced, them the paymeny will be given as per actual construction area.

259. The bidder shall take due cognizance of guidelines issued u/no. Ch/P/28 dtd. 28/03/2023.

260. Considering the scope / quantum of the work, preferably one RMC plant with adequate capacity may have to be installed nearby the site at his own cost by the bidder. The land for such RMC Plant installation to be searched and acquired by the bidder at his own cost and risk due to space constrains at KEM Hospital. The necessary permission for

installation of RMC plant at site, from competent authority, shall be obtained by Contractor at his own cost. Adequate Staff required for setup and running of RMC plant and its laboratory shall be provided separately by Contractor.

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

262. Contractor is required to provide adequate number of CCTV cameras connected to internet, accessible to all BMC officers, as suggested by site in charge so as to cover CCTV footage of all construction activities for entire project at contractor's cost. Any payment on this account will not be payable by BMC.

263. Please refer circular u/no. Dy.Ch.E./1109/ (B.P.) Spl.Cell Dated 27.08.2018 there will be cost impact on the project due to implementation of C & D Waste Management. Tenderers are requested to quote accordingly.

All existing and proposed policies of SWM department regarding construction and demolition waste disposal shall be applicable to these tenders including **payment of adequate B.G.,** if any against faithful compliance of the policy.

264 Time is the essence of the contract. Total time of completion from the award of contract till handover is **11 Months** Including Monsoon including all necessary Approvals to be obtained by contractor. The Contractor shall make necessary arrangement of required Labour/s and Machinery /ies to complete the contract in **11 Months** including Monsoon.

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

267. In case of any discrepancy between the plans and B.O.Q items, contractor has to brought this in notice of Engineer in charge of BMC immediately in writing, copy to Consultant Appointed by BMC. In case, if contractor does not comply this, then items to be operated shall be decided by the Engineer on recommendation of Consultant Appointed by BMC and the same shall be binding on the contractor.

268. The guidelines issued by Supreme Court under order **U/no. SLP (CIVIL) no. D23708/2017 dtd.15/03/2018 Dumping Ground matters and the circulars issued by BMC in these regards u/no. DMC/SWM/67 dtd 06.04.2018, ChE/DP/674/Gen dtd.06.04.2018, ChE/DP/2373/Gen dtd.25.04.2018** and the prevailing procedure adopted by BMC will be applicable to this tender. All the requirement given by Supreme Court/BMC shall be complied by the successful bidder. The e-tenderer / bidder shall therefore quote his percentage accordingly, anticipating the change in the Scope of Work due to above orders, and no extra claim in this regard will be entertained afterwards.

Guidelines regarding above stated Circulars:

a) The successful bidder shall deposit Bank Guarantee of requisite amount with City Engineer /**user department** as per the policy circular dtd.06.04.2018 and 25.04.2018 in view of Hon'ble Supreme Court's order dtd.15.03.2018 in regards to disposal of construction debris and SWM generated by Construction activity.

b) The successful bidder shall obtain S.W.M. N.O.C. before start of the work. For this the circular regarding C & D waste at designated unloading site and procedure to be followed for designated unloading site uploaded on BMC.gov.in website shall be scrupulously followed.

c) The successful bidder shall make provision of adequate safe guards in consultation with SWM department for preventing dispersal of particles through air and the construction debris generated shall be deposited on specific sites inspected and approved by BMC.

d) The successful bidder shall comply all the conditions and directions specified in the Hon'ble Supreme Court's order i.e. as per S.L.P(CIVIL) no D23708/2017 dtd.15.03.2018 in the case of dumping ground and shall comply with before starting demolition of structure & / or starting any excavation work /construction work.

e) The successful bidder shall handle and transport all the construction and demolition waste to the designated unloading site as per the N.O.C. issued by E.E.(S.W.M.).

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

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

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

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

269. Considering possibility of the part occupancy of the new building; after completing entire building and handing over of that building, the contractor has to maintain all such building including its all flats, dept. offices and common areas at his own cost further for three months post handing over, and no compensation / reimbursement will be made by BMC for the same.

    a. (The cost of maintenance includes power bill/ security /water bill/ lift and other charges except Property Tax/ Land Tax if any.)

270. All circulars published by BMC from time to time will be applicable to the Contractor. These circulars are available on BMC portal and can be made available by this office, if demanded in writing. Contractor is expected to read them all(existing) before submitting his tender.

280.Following circulars are applicable.

- Dir/ES & P/415/III dated 13.12.2019 regarding accident compensation policy,

- MGC/F/8659 dated 7.9.2019 regarding arbitration clause in the standard GCC for construction works, 2016,

- DMC/SE/501/MC dated 26.11.2019 regarding guidelines/ preventive steps to be taken for all existing compound wall and the properties owned by BMC,

- DMC/SWM/3988 dated 28.12.2018 regarding implementation of the construction and demolition waste management rules 2016,

- ChE/BM/019919/II dated 7.1.2019. regarding corrections in parameters i.e. similar work experience criteria for major structural repairs/ maintenance works & reconstruction/ new construction building works undertaken through all BMC dept. and other correction in para of curable and non-curable defects and the header data of SBD.

- DyChE/CPD/2015 dtd. 01.09.2021

- CA/FRT/1/25 Dated 18.08.1995 AND CA/FRT/12 Dated 21/06/2012

Note: Following circulars will be applicable in addition to above.

- Circular no. CA/F/Project/28 of 28.03.2023 and CA/F/Projects/25 dt. 12.07.2022 and incorporate suitable condition regarding "GST".

- Circular no. CA(F)/FRT/31 dated 29.11.2017 regarding Exemption from GST for pure service provided to Brihanmumbai Municipal Corporation by way of any function entrusted under article 243W of the Constitution of India.

- Circular no. CA/FRD-I/5 dated 10.05.2016,

- Circular No. CA(F)/Project/19 of 26.10.2020, regarding Bid Security EMD.

- Circular issued by Legal Department vide No. 26206 dated 31.01.2023.

- Circular No. Dy.Ch.Eng./CPD/2025 of 01.09.2021 and incorporate suitable condition regarding "Internal GRIEVANCE REDRESSAL MECHANISM in the Bid document".

- Circular No. Ch.Eng./BM/019919/II of 07.01.2019 condition of i) Wrong Calculation of Bid Capacity & condition and ii) No proper submission of experience certificates and other documents etc." is removed from curable defect & included in non-curable defect.

- Circular No. MGC/f/8659 Dt.07.09.2019 regarding modification in Arbitration clause SBD.

- Circular No. Ch.Eng./BM/15600/HIC dt.09.01.2019; regarding JV condition.

- Circular No. Ch.E./M&E/763/MC/Dtd26.08.2021 is applicable

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

282. The Contractor shall provide double (H frame) scaffolding only having proper facility of staircase, while carrying out external activities such as brickwork/block work, plastering, painting, plumbing etc. and as directed by Engineer in Charge at his own cost. Also Contractor to take note that, he has to provide Working Platform/ Gandola wherever required as directed by Engineer in Charge at his own cost. Contractor shall take cognizance and quote accordingly.

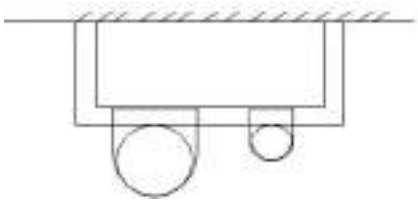
283.The Contractor shall provide adequate numbers of service lifts to facilitate the staff of BMC and Consultant Appointed by BMC for inspection of ongoing work at his own cost. Contractor shall take cognizance and quote accordingly.

284.The successful bidder /contractor shall build the project in coordination with Consultant Appointed by BMC and BMC in all respect and handover the possession after obtaining the Occupation certificate of the project to BMC/user department in stipulated time period. The drawings and designs shall be as provided by Consultant Appointed by BMC/ BMC and the construction of the project shall be carried out as per the specification decided by BMC.

285.The Contractor shall carry out the work at his own cost including complete package for Application, Documentation, follow up, Sanction and Supply Installation Testing

Commissioning of entire High Tension Cable Substation Equipments, Low Tension cable up to each meter room of building and Board wiring with SFU and bus Bar, MCB, KWH meters etc. all complete. up to getting power sanction, WCR and Release order from Electrical power supplier with Electrical Inspector and Charging permission for total number of meters for each unit and common areas for all the building, common utilities complete as per requirement of BMC

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



287. Following Fire Protection Arrangement with the following fire protection measures shall be provided & same shall be maintained in good working condition during construction period at all the times.

a) Dry riser of minimum 15 cm diameter pipe with hydrant outlets on the floor constructed with fire service inlet to boost the water in the dry riser & maintenance should be in accordance with good practice.

b) Drums of 200 litres capacity filled with water and two fire buckets shall be kept of each floor for every 100 sq. mtrs area.

c) Water storage tank of minimum 20,000 litres capacity shall be kept at site ready to use in case of emergency, which may be used for other construction purpose also.

288. Bidder shall ensure that no any machinery or part of machinery will protrude beyond the vertical limit specified in civil aviation NOC during course of execution of proposed construction works.

289. When any discrepancy is observed in any two conditions / clauses in that case the stringent of the two shall prevail.

290. DLP of Air-condition system shall inclusive of damage cost to false ceiling due to leakage. Falling water droplet due to condensation in A.C. System and any other type of leakage which hamper the false ceiling.

291. The tender should submit an indemnity bond on Stamp paper of Rs. 500/- indemnifying BMC and its officers against any mishap during the progress of work as well as during defect liability period.

292. Inspection for M&E items: All the items of plant/machinery and accessories fabricated/brought as per specifications & drawings shall be of approved class and are liable for inspection & testing before dispatch. Contractors shall arrange all necessary tests (routine as well as functional) in the presence of the engineer at manufacturer's premise or at site in accordance with appropriate standards. No material shall be dispatched without the consent of the engineer. All the changes towards stage/final

inspection until dispatch clearance is given shall be borne by the contractors including to &fro travel, inland transport, lodging & boarding etc. for two M&E Municipal engineers & consultant representative and total cost offered for the tender shall be inclusive of the same.

293. It is mandatory to deploy engineer by successful bidder for day-to-day supervision of various M&E installations such as transformers, HT panel, LT panel, UPS, DG set, air conditioning system, Mechanical ventilation's, EPBAX system, PA system, CCTV, Firefighting & fire alarm system, Pumps etc., during the period of defects liability.

294. In supersession to the GCC condition 3b, the contractor may be allowed to enter into MOU for specialized M&E works under this contract for more than 25% of the cost of the work.

295. In order to avoid any delay in commencement of Civil works, the prime bidder shall submit all the shop floor drawings for the individual systems as well as coordinated drawings and shall get approval before actual commencement of the work on site.

296. All the electricity consumption charges shall be borne by the bidder till the successful testing & commissioning of the system.

297. Circular u/no. CHE/DP/214/GEN Dtd. 15.09.2023 regarding Measures to be taken to control the environmental pollution due to Building Construction activities will be applicable for this project

298. Guidelines issued for Air Pollution Mitigation u/no. MGC/A/1386 Dtd. 13.03.23 and MGC/F/1102 Dtd. 25/10/2023 are applicable to this tender

299. Conditions and undertaking with effect to Circular no. CA/CPD/36 Dtd. 03.11.2012 or as amended up to date regarding 'the prices offered by the bidder to be the best shall be applicable to this tender.

300. Terms and conditions related to mentioned in circular CA/FRD/I/54 Dtd. 07.03.2013 or as amended up to date regarding 'provision for rebate for old/unserviceable equipment's / materials in tender' or as amended up to date will be applicable

301. As per the note of E.E.(B.P.) Spl.Cell-II u/no. CHE/1786/B.P. (Spl.Cell) Dtd. 10.01.2020, that the monitor status display board showing air monitoring units by MPCB & PIS to be displayed on the ongoing construction site.

302. Conditions mentioned in Circular of Government of India u/no. F.No.6/18/2019-PPD Dtd. 23.07.2020 regarding restrictions on public procurement from bidders of certain countries or as amended up to date will be applicable.

303. Necessary safety nets/barricades shall be provided during work execution as a safety measures for existing places as per instructions.

304. Bidder shall submit list of completed & ongoing works with OC/CC Received from competent authority /Architect/user with Packet B in given proforma.

305. Utilization of full plot potential is the essense of the tender and the final construction shall be carried out with full FSI potential estimate without any variance to tender rates quoted in spite of the modifications/variance.

306. A joint site visit of prospective bidders shall be organized by PMC if required.

307. Deleted

308. Successful bidder should provide firefighting system as per remarks of CFO as per DCPR2034.

309. During DLP period mentioned in the tender the concerned contractor/bidder should provide agency for annual maintenance for plumbing, common electrification, lift maintenance, Cold Storage works, attending leakages, water pump etc. DLP for Lift/Fire fighting/M&E works/HVAC works s stated in tender (Consu, mables are not included in DLP).

~~310. Sewarage treatment plant should be provided by contractor as per per DCPR2034 provsion.~~

311. The various tests to be conducted for the material design, structural design will be as per the prevailing guidelines of BMC at the cost of successful bidder.

312. The successful bidder should strictly follow all the safety measures during executions of works and as directed by the expert BMC.

313. Successful bidder should follow/premium/first class specifications for different items as available on BMC portal, IS Codes, available standards.

314. Items to be operated in this tender having minimum specification is given in the tender.

315. Bidder shall note that, for NOCs/Approvals within BMC necessary scrutiny fees /deposits etc. in the form of book adjustment will be done by BMC and for NOCs/Approvals other than BMC necessary scrutiny fees/deposits/royalties shall be borne by the contractor.

316. The bidders shall note that, the payment will be on benchmark area basis as described in payment schedule. Any variation in Built Up area/construction area (i.e. **2,860.00sq.mt.)** will be applicable to the schedule of payment on prorate basis on either way in increase in area or decrtease in area equally. Means payment will be made on per Sq.Mt. basis of actual BUA constructed.

317. Sleeves, core cuts, ducts, fasteners, brackets for AHU, FF etc service, Toilet pipes hiding fins, Elevation treatment as per Heritage NOC from all sides, AERB NOC, MOEF, MPCB NOC if required, has to be included in the quote and shall not be paid separately.

SECTION 14

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 _____

_____

_____General condition of contract for Civil Works of the Municipal Corporation of Greater Mumbai effective from 1.4.2000 with amendment to Clause No. 74(b) as per Circular No. CA/WSSD/I dated 9.4.2002 and Clause no. 96 as per circular no. AMC/P/M/1511 of 29.5.2002

Notice inviting tender.

a. Directions to tenderers (General and special)
b. General condition of contract for Civil Works of the Municipal Corporation of Greater Mumbai as amended up to date.
c. Relevant drawings
d. Specifications.
e. Special directions
f. Annexure A and B.
g. 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 "Establishment of the Advanced Forensic Medicine & Non-Invasive Autopsy Centre at KEM Hospital, Mumbai — Construction of a Ground + 5 Storey State-of-the-Art Medico-Legal and Mortuary Complex on EPC-Turnkey basis. 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."

1. 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.

2. According to your requirements for payment of Earnest Money amounting to Rs. 17 Lakhs /- (Rupees-Seventeen Lakhs only). (the "EMD"), through payment gateways of GOM on URL

https://mahatenders.gov.in

*(a) I/We have deposited the amount through online payment gateways with the

C.E of the corporation not to bear interest.

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

4. 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.

5. 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.

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.

6. I/We further agree that, I/we shall register ourselves as 'Employer' with the Bombay Iron and Steel Labour Board' and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.

7. "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.

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

Address Yours faithfully,

.....

.....

Signature of the Tenderer or the Firm

1. .....
2. .....
3. .....
4. .....
5. .....

Full Name and private residential address of all the partners constituting the Firm		A/c No..... .....
1	....	Name of the branch
2	....	....
3	....	Name of the branch
4	....	....
5	....	Vendor No.....

SECTION 15
AGREEMENT FORM

AGREEMENT FORM

Tender / Quotation

dated ..... 20…

Standing Committee/Education Committee Resolution No. ……

CONTRACT FOR THE WORKS ……

……

……

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

Two thousand ……

…… Between ……

……

……

inhabitants of Mumbai, carrying on business at……

……

……

in Bombay under the style and name of Messrs ……

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

…

……

……

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

   b. The Drawings

   c. The Specifications

   d. General condition of contract for Civil Works of the Municipal Corporation of Greater Mumbai as amended up to date
3. In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.
4. The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

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

Signed with designation stamp of the Contractor, sealed and delivered by the contractor/s		**1. Seal**
Trading under the name and style of		

In the presence of the witness : Witness No.1: Name &Address Name:- Resi.address:-		Signature of Witness no.1
Witness No.2: Name &Address Name:- Resi.address:-		Signature of Witness no.2

Signed by the Dy. Municipal Commissioner, The Director (ES & P) in the presence of 1. 2.		Director (ES&P)
Name and signature of concern Dean KEM (HOD) with Designation Stamp		**Dean, KEM Hospital** Shri/Smt.,

The Common seal of the Brihanmumbai Municipal Corporation was hereunto affixed on the .....day of ___.___.20__ presence of 1. 2. two members of the Standing Committee of the Brihanmumbai Municipal Corporation	
Witness:- (Shri/Smt. _____) Office Superintendent, Municipal Secretary's office Contract examined with the Quotation/Tender and the Resolution No._____dated _____of the Standing /Education Committee/Municipal Commissioner/ Director (ES&P)"s Sanction No._____dated _____etc. And found correct.	

SECTION 16
ANNEXURES

ANNEXURE A		
Name of the work: - "Establishment of the Advanced Forensic Medicine & Non-Invasive Autopsy Centre at KEM Hospital, Mumbai — Construction of a Ground + 5 Storey State-of-the-Art Medico-Legal and Mortuary Complex on EPC-Turnkey basis		
1.	The Engineer for this work will be	Chief Engineer (HIC) BM
2.	**Conceptual/Estimated cost of Tender**	Rs. 17.00 Crores (Excluding GST) Approximately
a.	Civil works	
b.	Plumbing works	
c.	Mechanical & Electrical	
d.	Fire fighting works	
e.	Lift & Escalator	
f.	O&M,	
g	Utility shifting	
	Total	Rs. 17.00 Crores (Excluding GST) Approximately
3.	Earnest Money (Including GST)	**Rs. 17.00 Lakhs.** (the "EMD") through payment gateways of GOM on URL https://mahatenders.gov.in
4.	**Time Period**	
4.1	Contract as a whole Period completion	} 11 Months including monsoon
4.2	Part or Groups of items	
	i)Planning & design approvals	
	ii)Execution of work	
	iii)Handing over & shifting	
5.	**Defect Liability Period**	
	General works (MEP, Landscaping, Civil Works etc.)	03 years
	Structural	10 years
	Waterproofing	10 years
	Electrical/Lift/Fire/FireFighting/Mechanical works	03 years

Percentage to be charged as supervision charges for the work got, executed through other means 10 percent.

The “Actual cost of the work” shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor's percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided in condition no. 74 of these conditions as amended up to date.

1. In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.
2. In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

Annexure- B

(On Rs. 500/- Stamp paper)

PRE-CONTRACT INTEGRITY ACT

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:-

6. 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.

7. 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.

8. 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.

9. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

10. 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.

11. 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.

12. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

13. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

14. 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:

3. "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 ;

4. "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;

5. "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

6. "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.

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

8. 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

Annexure- D Rate Analysis

Description of Item :

Sr. No.	Code	Description of rate analysis parameters	Unit	Quantity	Basic Rate	Amount	Amount excluding GST
		Details of Cost for Unit of					
1		Material Cost :					
2		LabourCost :					
3		Material & Equipment Hire Charges:					
A		Total Material, Labour & Hire Charges Cost		TOTAL			
		Amount					
B		Maintenance / Other Charges	%				
C		Total of (A+B) =					
D		5 % Overhead & 10 % Profit on Basic amount	%				
E		Total with Overhead & Profit					
F		Per unit cost					
				Say Rs.			

Sr. No.	Per Unit Amount	
1	Total Basic Amount	
2	Material GST	
3	Labour GST	
4	Hire Charges GST	
5	Total GST Amount	
6	Overhead & Contractors Profit i.e. 15%	
7	**Total per unit Amount**	

Sign & Seal of the Tenderer

SECTION 17

BANKERS GUARANTEE

Annexure -E

BANKERS GUARANTEE 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 BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution of the 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 AGRREMENT WITHNESSES 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.

Note:

Details of Beneficiary for BG #

Name of the Account Holder- Brihanmumbai Municipal Corporation.

Address of A/c Holder- BMC Head Office, Mahanagrpalika, Fort, Mumbai-400 001.

Account No.- 10996680861

A/c type- Current Account

Bank Name – State Bank Of India

Branch and Address- Mumbai Main Branch.

Horniman circle, Mumbai Samachar Marg, Fort, Mumbai,Maharashtra-400 001.

Branch code- 300.

MICR Code-400002010.

IFSC Code-SBIN0000300.

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SECTION 18

PROFORMAS

PROFORMAS:

PROFORMA- I

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

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

NOTE:

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

k. Works shall be grouped financial year-wise.

PROFORMA- II

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

PROFORMA- II					
Sr.No.	Financial year	Annual Turnover of Civil Engineering Works	Updated value to current year	Average annual turnover of last 3 years > 30% of the estimated cost of the work	Max. annual turnover of civil engineering works in any one year during the last five year
1					
2					
3					
4					
5					

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

PROFORMA- III

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

PROFORMA- III							
Name of the Project	Name of the Employer	Cost of the Project	Date of issue of work Order	Stipulated Date of Completion	Actual Date of Completion	Actual cost of work done	Remarks explaining reasons for delay, if any
1	2	3	4	5	6	7	8

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

PERSONNEL:

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

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

MACHINERY: (for special work only)

PROFORMA- V/A			
Sr.No.	Equipment	Number	Owned/Leased/Assured

			access
1	2	3	4

PROFORMA- V/B

Sr.No.	Equipment	Number	Owned
1	2	3	4

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

PROFORMA - VI / A

Details of Existing Commitments and ongoing works –

PROFORMA - VI / A

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

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

PROFORMA - VI / B

Details of works for which bids are already uploaded –

PROFORMA - VI / B						
Description of work	Place	Name & Addresses of employee	Value of Contract in Rs.	Time Period	Date on which decision is expected	Remarks
1	2	3	4	5	6	7

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

APPENDIX – I

(1) Information regarding status of Tenderer(s)

(a) Whether it is proprietary concern?

(b) If so, name of the owner

(2) If it is partnership concern, please furnish name of each partner and copy of registration certificate.

(3) In case of Company, please furnish documentary proof to show that the company is registered.

Signature of authorized person
of concern/Company.

Name of Concern/Company & Seal.

SECTION 19

IRREVOCABLE UNDERTAKING

Annexure-F

Draft Format of Undertaking regarding Best price offered by contractor

The undertaking to be obtained from the prospective bidders on Rs.500/- stamp paper along with the tender should be as under:

Bid No. .....

(full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment firm/registered company, named herein below, 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 any establishment / firm or any other person, who have filled in the tender for the aforesaid work".

"I/We..... (full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/ firm/registered company named herein below, do hereby undertake that we have offered the best prices for the subject supply/work as per the present market rates and that we have not offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the BMC also. Further, we have filled in the accompanying tender with full knowledge of the above 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 instruction and direction given in this behalf in this tender.

I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconveniences caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. 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 withdrawn by the Corporation."

However, in case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, differential logistic of transport etc. Considering this aspect, before invoking the penalty, blacklisting, I/we will be given a reasonable opportunity of being heard by representing our, case as to why such price variation/differential has been arisen. In case if the explanation submitted by me/us is unsatisfactory then action including forfeiture of deposit & blacklisting may be taken against me/us.

Tenderer's Full name,

signature and address

with rubber stamp

Annexure –G

Tenderer(s) shall arrange to bring asphalt mixes from approved plants registered with M.C.G.M., during the execution of the work**. The valid list of approved asphalt plants at "the time of execution of works" to be obtained from the Dy.Ch. Engineer (Roads)City office.**

The Municipal Site Engineer to ensure the validity of registration certificate of asphalt plant and compliance of conditions laid down in the registration certificate issued to the asphalt plant owner` before receiving asphalt mixes.

- **List of approved manufacturer of interlocking paver blocks**

Tenderer(s)hall arrange to bring Interlocking Paver Block from approved plants registered with M.C.G.M., during the execution of the work. **The valid list of approved paver blocks manufacturers plants at "the time of execution of works" to be obtained from the Dy.Ch.Engineer (Roads) Planning.**

The Municipal Site Engineer to ensure the validity of registration certificate of paver block plant and compliance of conditions laid down in the registration certificate issued to the paver block plant owner before receiving paver blocks.

- **List of approved R.M.C. Plants**

Tenderer(s)hall arrange to bring RMC mixes from approved plants registered with M.C.G.M., during the execution of the work. **The valid list of approved R.M.C. plants at "the time of execution of works" to be obtained from the Dy.Ch.Engineer (Rds)E.S.'s office.**

The Municipal Site Engineer to ensure the validity of registration certificate of RMC plant and compliance of conditions laid down in the registration certificate issued to the RMC plant owner before receiving RMC mixes.

Note : The valid list at the time of execution of works can be obtained from the Dy.Ch.Eng. (Roads) E.S.'s office.

The Material Testing charges shall be as per Circular issued by Ch.E (Vig) U/no.Ch.E(Vig)/3898/B dtd 21/03/2018. The notes mentioned are as per circular. The rates may vary as per circular issued in this regard by Ch.E(Vig) of M.C.G.M. from time to time.

(Proforma of MOU for Specialized …… Works on a 'Non-Judicial' stamp paper worth Rs.500/)

MEMORANDUM OF UNDERSTANDING (MOU)

Between M/s ……..having his registered office at …… [Henceforth called the Main Contractor] which expression shall unless repugnant to the subject or context include its administrators, successors and assigns.

And

M/s ……..having his registered office at ……[Henceforth called Associate …… Contractor] which expression shall unless repugnant to the subject or context include its administrators, successors and assigns.

Whereas, the Brihanmumbai Municipal Corporation (BMC), have awarded EPC Contract to the Main Contractor for the work of : ……." as per Schedule of Quantities, Specifications, Terms and Conditions contained in the Agreement.

Whereas, This Memorandum of Understanding has been entered into for assigning responsibility of execution of (mention category) component of …… Work forming part of the above work to the Associate …… Contractor by the Main Contractor.

Now therefore, it is agreed between the Parties here to as follows :

1. 1. Both the parties have gone through and understood the various Terms & Conditions and Clauses of the Contract for the work awarded to the Main Contractor and willingly agree to abide

by them.

2. The 'Associate ..... Contractor' will execute ..... (mention category) Component of ..... Work in the wholesome manner as per Terms & Conditions of the Contract. However, both Parties shall be jointly and severally responsible for the execution of said Component of work as per the Contract.
3. 3. It is understood that payment for ..... (mention category) component of ..... Work even though executed by the Associate ..... Contractor shall be done by the Department (BMC) to the Main Contractor as per Terms & Condition of the Contract. The Parties have entered into separate agreement on Terms & Conditions for payment to be made by the Main contractor to the Associate ..... Contractor for the work done by them. The main Contractor shall promptly make payment to the Associate ..... Contractor as per agreed Terms & Condition between them. In the event of failure to make due payments to the Associate ..... Contractor by Main Contractor, the Department (BMC) may make such payments directly to the Associated ..... Contractor after deducting the same from Bills payable to the Main Contractor.
4. In case of any dispute between Parties, either of them may go for mediation by the Engineer-in-charge. In the event of disagreement with decision of Engineer-in-Charge, either of the Parties may appeal against the mediation to the Chief Engineer (BM). His decision shall be final and binding on both Parties.
5. The 'Associate ..... Contractor' shall be liable for disciplinary and penal action(s) as per Contract if he fails to discharge his contractual commitments related to said component of ..... works
6. All the machinery and equipment, tools and tackles required for execution of.....(mention category) component of ..... Work, as per the Contract, shall be the responsibility of the 'Associate ..... Contractor'.
7. The Technical and other site staff required for the said ..... (mention category) component of .....Work shall be arranged by the 'Associate Data Centre Contractor' as per terms and conditions of the Contract.
8. Site Order Book & other Registers maintained for the said work shall be signed be signed by the Representatives of Main Contractor as well as 'Associate ..... Centre Contractor' or themselves.
9. All the correspondence regarding execution of the ..... (mention category) component of ..... Work shall be done by the department with the Associate ..... Contractor with a copy to the Main contractor. In case of non-compliance of the provisions of the Contract, the Main Contractor, as well as the Associated ..... Contractor shall be responsible and action under Clauses 2 and 3 may be initiated and taken against the Main Contractor.
10. This MOU between Parties will be treated as an agreement and has legality as per Indian Contract Act (amended up to date) and the Department (BMC) can enforce all the Terms and Conditions of the Contract for execution of the above work.
11. This MOU shall be valid till the duration of completion of above work and shall be extended if so required by the BMC.

Date: Place:	
Signature of Main Contractor	Signature of Associate ..... Contractor
1. Witness with address (From Main Contractor side)	2. Witness with address (From Associate Contractor side

SECTION 20

CIRCULAR (Applicable to this tender)

LIST OF CIRCULARS IN TENDER

Sr.No.	Circular number	Short Description
1	CA/F/Projects/28/28.03.2023	GST will be paid extra
2	CA/FRG/17 dated 17.03.2025	Tender fee
3	Dir./IT/F-59 Dtd. 10.05.2023	E-procurement Mahatender System
4	CA/FRD/65/30.03.2013	ESIC ACT1948 Reg cft
5	CA/FRD/I/44/4.1.2013	EPF&MP Act 1952 employees more than 20
6	CA/Finance/ Project/19 dated 04.03.2024	Revised EMD guidelines
7	MGC/ F/6565 dtd 25.09.2018	Setting up parameter for litigation history of bidders
6	AMC(P)/6775 dtd. 07.12.2023	Wrong calculation of Bid Capacity
9	Legal No. 26206 dated 31.08.2023	Legal & Stationary
10	ChE/BM/17800/II dated 07.01.2016.	Stamp Duty
11	MGC/7867/12.10.2015	Removal surplus earth
12	Dy.ChE/SWM/ 3957 dated 28.09.2018	Waste management rules
13	MGC/F/6342 dated 05.05.2018	Barricading circular
14	CA/FRT/623 dt 8/10/12	GST Rates to follow
15	CA/FRT/12 dtd. 21/06/12,	1% amount of labour cess
16	DMC/CPD/3217 dated 02.03.2019	GRIEVANCE REDRESSAL MECHANISAM
17	CA/F/42 dated 09.01.2021	ASD
18	Ch.E/MA/2638/I dt. 16.01.2023	Material shall be get approved prior
19	MGC/F/8659 dtd 07.09.2019	Arbitration Disputes
20	CE/PD/7788/7.11.2008	Silent Zone,Noise level
21	CA/F/projects/31/26.10.2020	Extra/Excess circular
22	ChE(V)/436/B dated 18.05.2023	Internal Grivances Redressal Machanisom
23	ChE/Vig/1581/Bdated21.09.2016	New guidelines for execution of works
24	Ch.E/Vig/1490/B/ 02.08.2018	New guidelines for execution of works
25	Ch.E/Vig /1938/B dated 23.11.2021	New guidelines for execution of works
26	AMC/ES/ 2700, dated 27/05/2019	Time Extension
27	DMC/Infra/3732/13.02.2021	Stringent Conditions
28	MGC/F/1102 dated 25.10.2023	Guidelines for air pollution,MPCB norms

29	ChE(Vig)/3898/21.03.2018	Material testing charges
30	DMC/Env/630 dtd 24.09.2024	Environment management plan
31	CHE/BM/25012/II dtd 16.03.2023	Changes in SBD Conditions, ASD etc
32	Dy,Ch,Eng/ 591/ Rds /plg dtd 20.05.2025	Crusher Sand/Manufactured sand registered plant
33	Dy,Ch,Eng/ 504/ Rds /plg dtd 13.05.2025	Registered RMC Plants
34	ChE/BM/019919/II dated 07.01.2019	SBD Amendment
35	CA/FBK/241 dated 27.11.2019	Bank Guarantee
36	DMC/SWM/67 dated 06.04.2018	
37	Dir./ES&P/291/ MC dated 31.01.2023	USOR revision without GST
	CA FRT/17 dtd. 07.12.2022	GST on Legal & Stationary Charges
	DIR/ES&P/3518/II dtd. 27.03.2023	Approval for changes in condition as far as BM & HIC Dept.

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२४-२५

क्र. सीए / एफआरजी / १७ दिनांक १७.०३.२०२५

विषय :- महानगरपालिकेच्या विविध खात्यामार्फत मागविण्यात येणा-या अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ई-निविदा दस्तऐवजांकरिता आकारण्यात येणाऱ्या निविदा शुल्कात (Tender Fee) वाढ करण्याबाबत.

संदर्भ :- १) क्र. एमजीसी/एफ/४४७१ दि. ०३.१०.२०२४

२) परिपत्रक क्र. सीए/एफआरजी/०९ दि. ०४.१०.२०२४

बृहन्मुंबई महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणाऱ्या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवज यांच्या करिता पक्षकारांकडून आकारण्यात येणारे निविदा शुल्क उपरोक्त संदर्भ क्र. ०२ वरील परिपत्रकानुसार दिनांक ०१.१०.२०२४ पासून दिनांक ३१.०३.२०२५ पर्यंत सुधारीत दराने ऑनलाईन पद्धतीने आकारण्याबाबत निर्देश देण्यात आले होते.

दिनांक ०१.०४.२०२५ पासून मागविण्यात येणाऱ्या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांच्या किमतीच्या दरांमध्ये सन २०२४-२५ या वर्षामध्ये १०% वाढ करण्यात येत आहे त्यानुसार लागू करावयाचे निविदा शुल्काचे सुधारित दर खालीलप्रमाणे आहेत :-

अनु क्र.	स्वारस्याची अभिव्यक्ती प्रस्ताव/ मालाचा पुरवठा/ सल्लागार सेवासह स्थापत्य कामे आणि सेवा इत्यादी विषयक कार्यालयीन अंदाजे रक्कम	अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ ई-निविदा दस्तऐवजांचे विद्यमान निविदा शुल्क (दि. ०१.१०.२०२४ पासून दि. ३१.०३.२०२५ पर्यंत)	दि. ०१.०४.२०२५ पासून दि. ३१.०३.२०२६ पर्यंत मागविण्यात येणाऱ्या अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ ई-निविदा दस्तऐवजांचे सर्व देकारदारांकडून वसूल करावयाचे छाननी शुल्क
०१	रु. ०३ लाखापर्यंत	रु. ३३०/- + १८% वस्तू व सेवाकर	रु. ३६३/- + १८% वस्तू व सेवाकर
०२	रु. ३,००,००१/- ते रु. ५,००,०००/-	रु. ६६०/- + १८% वस्तू व सेवाकर	रु. ७२६/- + १८% वस्तू व सेवाकर
०३	रु. ५,००,००१/- ते रु.	रु. १,३२०/- + १८% वस्तू व सेवाकर	रु. १,४५२/- + १८% वस्तू व सेवाकर

	१०,००,०००/-		
०४	रु. १०,००,००१/- ते रु. २५,००,०००/-	रु.३,३००/- + १८% वस्तू व सेवाकर	रु.३,६३०/- + १८% वस्तू व सेवाकर
०५	रु. २५,००,००१/- ते रु. ५०,००,०००/-	रु. ६,६००/- + १८% वस्तू व सेवाकर	रु. ७२६०/- + १८% वस्तू व सेवाकर
०६	रु. ५०,००,००१/- ते रु. १,००,००,०००/-	रु.१३,२००/- + १८% वस्तू व सेवाकर	रु.१४,५२०/- + १८% वस्तू व सेवाकर
०७	रु. १,००,००,००१/- ते रु. २५,००,००,०००/-	रु. १६,५००/- + १८% वस्तू व सेवाकर	रु.१८,१५०/- + १८% वस्तू व सेवाकर
०८	रु. २५,००,००,००१/- पेक्षा जास्त	रु.२७,५००/- + १८% वस्तू व सेवाकर	रु.३०,२५०/- + १८% वस्तू व सेवाकर

अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांच्या किमतीचे सुधारीत निविदा शुल्क दिनांक ०१.०४.२०२५ पासून दिनांक ३१.०३.२०२६ पर्यंत अमलात येतील. संदर्भ क्र. २ च्या परिपत्रकातील अन्य निर्देशांमध्ये कोणतेही बदल करण्यात आलेले नाहीत.

तरी सर्व खाते प्रमुख/सहाय्यक आयुक्त / रुग्णालय प्रमुख / अधिष्ठाता यांनी त्यांच्या अखत्यारीतील संबंधित कर्मचारी वृंदाना उपरोक्त सुचनेची काटेकोरपणे अंमलबजावणी करण्याचे तसेच दिनांक ०१.०४.२०२५ पासून मागविण्यात येणाऱ्या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजाकरीता या परिपत्रकातील सुधारीत दरानुसार निविदा शुल्क आकारण्याचे निर्देश द्यावेत.

सही/- ०४.०३.२०२५
श्रीम. वैशाली देसाई
प्रमुख लेखापाल (वित्त) प्र.

परिपत्रक
२०२४-२५
क्र.सीए/एफआरजी/ १६ दिनांक १७.०३.२०२५

प्रत .....(जादा .....प्रतीसह) यांना माहितीकरिता व पुढील आवश्यक त्या कार्यवाहीकरिता अग्रेषित.

05.03.2025
प्रमुख लेखापाल (वित्त) यांजकरिता

बृहन्मुंबई महानगरपालिका

परिपत्रक

प्र.ले./वित्त/प्रकल्प/२८ दि. २८/०३/२०२३

विषय: एकसामायिक दरसूची २०२३ अंतर्भूत करुन महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये वस्तु व सेवा कराच्या अनुषंगाने अंतर्भूत करावयाच्या अटीबाबत.

संदर्भ: १) प्र.ले./वित्त/प्रकल्प/२५ दि.१२.०७.२०२२

२) संचालक/अ.से.व प्र./२९१/एमसी दि.३१.०१.२०२३

बृहन्मुंबई महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये वस्तु व सेवा कराच्या अनुषंगाने अंतर्भूत करावयाच्या अटीबाबत संदर्भित क्र. १ वरील परिपत्रकान्वये सूचना प्रसृत केल्या आहेत.

महानगरपालिका आयुक्त यांच्या क्र. एमजीसी/एफ/८७७१ दि. ३०.०१.२०२३ अन्वये एकसमान दरसूची २०२३ प्रसारीत करण्यात आली आहे. सदर एकसामायिक दरसूची २०२३ हि वस्तू व सेवाकर वगळून तयार करण्यात आली आहे. सदर अद्ययावत एकसामायिक दरसूची २०२३ नुसार अंदाजपत्रक तयार करुन मागविण्यात आलेल्या/येणा-या ई-निविदा/निविदा/दरपत्रक यांमध्ये वस्तू व सेवाकराच्या अनुषंगाने महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध कामे तसेच प्राप्त करण्यात येणा-या वस्तु

व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये संदर्भित क्र.१ अन्वये दिलेल्या अटीमध्ये पुढीलप्रमाणे बदल करण्यात येत आहे.

विद्यमान अट	सुधारित अट
"GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties. Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any. Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies / tolls etc. except that payment/recovery for overall market situation shall be made as per Price variation **and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.**	The tenderer shall quote inclusive of all taxes other than GST (**Excluding GST**), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input Tax Credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

उपरोक्त सुधारीत अट अद्ययावत एकसामायिक दरसूची २०२३ नुसार अंदाजपत्रक तयार करुन मागविण्यात आलेल्या/ येणा-या ई-निविदा/निविदा/दरपत्रक या कामांकरिता लागू असेल.

अतएव, सध्या ज्या ई-निविदा/निविदा/दरपत्रक एकसामायिक दरसूची २०२३ अंतर्भुत करुन मागविलेल्या आहेत अशा निविदांमध्ये नियत दिनांकापूर्वी शुद्धीपत्रकाद्वारे उपरोक्त सुधारीत अट समाविष्ट करण्याबाबत तसेच यापुढे एकसामायिक दरसूची २०२३ अंतर्भुत करुन मागविण्यात येणाऱ्या ई-निविदा/निविदा/दरपत्रक यामध्ये उपरोक्त सुधारीत अट समाविष्ट करण्याबाबत संबंधित खातेप्रमुख यांनी दक्षता घ्यावी.

सर्व खातेप्रमुख, रुग्णालयांचे अधिष्ठाता, सहायक आयुक्त, यांनी उपरोक्त सुचनांचे काटेकोरपणे अनुपालन करावे.

सही/- २८/०३/२०२३
(पांडुरंग गोसावी)
प्रमुख लेखापाल (पा.पु.म.नि.)

सही/- २८/०३/२०२३
(प्रदिप पडवळ)
प्रमुख लेखापाल (वित्त) प्र.

सही/- २८/०३/२०२३
(रामदास आव्हाड)
उप आयुक्त (वित्त)

सही/- २८/०३/२०२३
(पी. वेलरासू)
अतिरिक्त आयुक्त (प्रकल्प)

MUNICIPAL CORPORATION OF GREATER MUMAI
No. CHE /BM/019919/II dated 07.01.2019.

CIRCULAR

Sub:- Corrections in parameters i.e. similar work experience criteria for major structural repairs / maintenance works & reconstruction / new construction building works undertaken through all M.C.G.M. departments and other corrections in para of curable and non-curable defects and the Header Data of the S.B.D.

Ref:- (1) MGC/ F/8058 dated 03.01.2019

The following amendments / corrections are proposed to be made in the respective paras of the S.B.D. document for **"works of carrying out major structural repairs / maintenance works and reconstruction / new construction building works"** undertaken through all M.C.G.M. departments as per approval of Hon'ble M.C. u/no.MGC/ F/8058 dated 03.01.2019.

(I) **Para-Clause 1.3 : Similar experience (for works of carrying out major structural repairs / maintenance works and reconstruction / new construction building works)**

Sr. No.	As per SBD	Proposed Amendment
1.	For assessing the technical capacity of "Regular, Routine and Maintenance works; Similar work shall mean, the completed or on-going works in Building Construction OR Building Maintenance such as repairs OR construction / repairs of asphalt / concrete roads OR laying / rehabilitation of sewer lines along with allied components OR laying / rehabilitation of water pipe lines in Cast Iron / M.S. Pipes / HDPE/MDPE pipes OR repairs/ maintenance / construction of culverts over nullah.	**"For assessing the technical capacity of major structural repairs / maintenance works and reconstruction / new construction works; similar work shall mean, the completed or on-going works in Building Construction OR Building Maintenance such as repairs / retrofitting / upgradation/ structural repairs".**
2.	As per Circular No.MDD/9945 of 30.01.2017 para "D", the 'Similar Experience' for 'Regular Routine and Maintenance works' shall mean " *any work in any department" as mentioned hereinafter.*	**Not to be insisted for "major structural repairs / maintenance works and reconstruction / new construction building works".**

D:\Sr StaCircular SBD amendments dated 07.01.2019.doc

(II) **Para-Curable and Non-Curable defects**

	As per SBD			Proposed Amendment
(i)		Curable Defect shall mean shortfalls in submission such as :		Curable Defect shall mean shortfalls in submission such as :
	a)	Non-submission of following documents (i) Valid Registration Certificate (ii) Valid Bank Solvency (iii) Sales Tax Registration Certificate (VAT) (iv) Certified copies of PAN documents and photographs of individuals, owners etc. (v) Partnership Deed and any other documents. (vi) Undertaking as mentioned in the tender document.	a)	Non-submission of following documents (i) Valid Registration Certificate (ii) Valid Bank Solvency (iii)Sales Tax Registration Certificate (VAT)/Goods and Service Tax Registration certificate. (iv) Certified copies of PAN documents and photographs of individuals, owners etc. (v) Partnership Deed and any other documents. (vi) Undertaking as mentioned in the tender document.
	b)	Wrong calculation of Bid Capacity	b)	- Deleted -
	c)	No proper submission of experience certificates and other documents, etc.	c)	- Deleted -
(ii)		Non-Curable Defect shall mean	ii)	Non-Curable Defect shall mean
	a)	Inadequate submission of EMD/ ASD amount	a)	Inadequate submission of EMD/ ASD amount
	b)	Inadequacy of technical or financial capacity with respect to eligibility criteria as stipulated in the tender.	b)	Inadequacy of technical or financial capacity with respect to eligibility criteria as stipulated in the tender.
			c)	**Wrong calculation of Bid Capacity.**
			d)	**No proper submission of experience certificates and other documents, etc.**

(III) **Para-Header Data**

As per present practice		As per proposed modification	
Tender Document No.	Xxxxxxxxxxxxx	Tender Document No.	Xxxxxxxxxxxxx
Name of Organisation	Municipal Corporation of Greater Mumbai	Name of Organisation	Municipal Corporation of Greater Mumbai
Subject	Xxxxxxxxxxxxx	Subject	Xxxxxxxxxxxxx
Cost of Tender	Rs.xxxxxxxxxxx/- (5.5% VAT)	Cost of Tender	2.50% SGST + 2.50% CGST)

Cost of E-Tender (Estimated Cost)	Rs.	Cost of E-Tender (Estimated Cost)	Rs.
Bid Security Deposit /EMD	Rs.	Bid Security Deposit / EMD	Rs.
Date of issue and sale of tender	..... from 11.00 Hrs.	Date of issue and sale of tender	..... from 11.00 Hrs.
Last date & time for sale of tender & *Receipt of Bid Security Deposit*	..... from 12.00 Hrs.	Last date & time for sale of tender	..... from 12.00 Hrs.
Submission of Packet A, B & Packet C online.	..... from 16.00 Hrs.	Submission of Packet A, B & Packet C online & **(Receipt of Bid Security Deposit**	..... from 16.00 Hrs.
Pre-Bid Meeting	..... from 11.00 Hrs. in conference room of Ch.E.(.....)	Pre-Bid Meeting	..... from 11.00 Hrs. in conference room of Ch.E.(.....) **as applicable.**
Opening of Packet 'A'	..... after 16.01 Hrs.	Opening of Packet 'A'	..... after 16.01 Hrs.
Opening of Packet 'B'	..... after 15.00 Hrs.	Opening of Packet 'B'	**..... after 16.10 Hrs.**
Opening of Packet 'C'	..... after 15.00 PM.	Opening of Packet 'C'	..... after 15.00 PM.
Address for communication	Office of the Ch.E.(.....)'s office M.C.G.M., ------ floor, Engineering Hub Building, Dr.E.Moses Road, Worli Naka, Worli, Mumbai - 400018.	Address for communication	Office of the Ch.E.(.....)'s office M.C.G.M., ------ floor, Engineering Hub Building, Dr.E.Moses Road, Worli Naka, Worli, Mumbai - 400018.
Venue for opening of Bid	Online in Ch.Engg. (.....)'s office.	Venue for opening of Bid	Online in Ch.Engg. (.....)'s office.

The above amendments shall be made applicable for "major structural repairs / maintenance works and reconstruction / new construction building works" to be carried out through all M.C.G.M. departments and necessary correction shall be done in all tenders to be uploaded from this date onwards. The earlier circular issued in this regards for major structural repair / maintenance work u/No.CHE/BM/1365/II dt 20.04.2018 is treated as canceled with immediate effect.

sd/-	sd/-	Sd/-
Dy.C.E.(S.I.C.)	**City Engineer**	**Director (E.S.&P.)**
sd/-	sd/-	Sd/- 03.01.2019
A.M.C.(City)	**A.M.C.(W.S.)**	**M.C.**

Sd/-
07.01.2019
Ch.Eng. (BM)

Copy to –

CHE /BM/019919/II dated 07.01.2019.

Director(E.S&P)	DMC(Public Health)	D.M.C.(Garden Cell)
DMC(Engineering)	DMC(Special Engineering)	DMC(School)
DMC(SWM)	DMC(Vigilance)	Director(M.E&MH)
DMC(R.E)	D.M.C.(Fire Brigade)	DMC(Environment)
DMC, Zone _____	Director(I.T)	Dean,Nair hospital
Dean,Nair Dental,	Dean,Sion Hospital	Dean, KEM.
City engineer	Hydraulic engineer	Chief Engineer(D.P)
Chief Engineer(SWM)	Chief Engineer(SWD)	Chief Engineer(Roads& Traffic)
Chief Engineer(M&E)	Chief Engineer(SP)	Chief Engineer(S.O)
Chief Engineer(MSDP)	Chief Engineer(Bridges)	Chief Engineer(WSP)
Chief Engineer(Disaster Management)	Asst. Commissioner(market)	Asst. Commissioner(Planning)
Asst. Commissioner(R.E)	Asst. Commissioner ____ ward	Asst. Commissioner(Estate)
Executive Engineer(MHO)	Chief Accountant(Finance)	Chief Accountant(WSSD)

D:\Sr.Sec\Circular SRD amendments dated 07.01.2019.doc

MUNICIPAL CORPORATION OF GREATER MUMBAI

CIRCULAR

U/No.MGC/F/6342 dated 5.5.2018

Sub.: Revised guidelines regarding barricades being used during the execution of various infrastructure development projects by MCGM in Mumbai.

Various infrastructure development projects are being executed by MCGM for the betterment of citizens of Mumbai. During the course of execution of the projects, it is necessary to provide strong and secured barricading as a safety measure to avoid any mishaps as well as to avoid nuisance to vehicular and pedestrian traffic. Nowadays, the following types of barricades are being used exclusively in MCGM as per the convenience of various departments at different sites.

1. Water/sand fillable PVC Metro barricades.
2. RW 7.45 (G.I. sheets of 22 gauge fixed on 3 inch dia. Wooden bullies buried in existing road sufficiently)
3. RW 7.36 (G.I. sheets of 22 gauge fixed on MS Angle post buried in half the depth in drums of 20 litres capacity in 1:3:6 concrete)
4. Structural steel barricade for major trenches having depth more than 2.00 meters.

Thus from the above, it can be seen that there is no uniformity in provision of barricades as they are of different size and shape. Further it is also observed that the continuity is not maintained in providing the barricading keeping gaps in between thus endangering the safety of vehicular as well as pedestrian traffic. Also the barricades are not being cleaned, thus further adding to shabbiness. Further Mumbai being the financial capital of India, people from all over the world visit the city daily and to maintain good image of city the following decisions are taken.

A) Only two type of barricades having department wise colour coding are proposed to be used depending upon the nature of work i.e. Minor and Major.

i) **Minor works**: Barricading made out of 1.5 mm thick MS plate fixed on M.S. angle post/ frame of 65 mm X 65 mm X 6 mm having height of 1.5 m supported on as shown in Annex-I.

ii) **Major works**: Structural steel barricade made out of 1.50 mm thick M.S. Plate ISMB 250, ISLC 250X50mm and ISA 50mmX50mmX6 mm having of size 2.5 m X 2 m as shown in Annex-II.

B) The department wise colour coding for the barricading shall be as under:-

i) H.E. & W.S.P. department – **Blue**

ii) Roads, Traffic, Bridges and Coastal Roads department– **Yellow**

iii) S.P. & S.O department – **Green**

iv) S.W.D., Building Maintenance department & for ward works – **Red**

C) The basic principle behind installing secured and continuous barricading is to ensure the safety of vehicular as well as pedestrian traffic and residents in the nearby vicinity of the project. Due to non-installation of appropriate barricades on sites if any mishap occurs leading to injury or loss of life, then the contractor and contractor's Engineer in-charge will be liable for the consequent action.

D) During the course of execution of project, if it is noticed that the contractor has not provided barricading then a penalty of Rs.1000/- per meter per day will be imposed upon the contractor and will be deducted from the due Bill. This penalty shall be a part of penalty as per tender condition.

E) Details of the work shall be prominently displayed on the central panel of the barricades along-with the Social Slogans as given in Annexure III and the Cycle of the same shall be maintained.

F) The contractor shall provide and install the barricading alongwith the slogans printed as per the Annexure III, at his own cost and no payment will be made for this, however the contractor shall quote the bid accordingly by considering the cost of barricading.

The condition shall be included in the tender as given below. "Barricading shall be provided free of cost as per Circular vide U/No.MGC/F/6342 dated 5.5.2018 and as per Annexure I, II and III of Standard drawings and specifications with slogans and department wise colour codes." The copy of circular will be attached to the tender as a part of tender document.

This circular will be applicable for the new tenders proposed to be invited from 01.05.2018 and also the corrigendum shall be attached to tenders which are uploaded. However, for the projects wherein the tenders are already invited, the barricading shall be provided strictly as per tender condition. All the details (Annexure I, II & III of Standard drawings and specifications with slogans and department wise colour codes, sketches and department wise colour coding) are uploaded on MCGM portal.

This circular shall come in force with immediate effect.

sd/- 20.4.2018
(Shri V.P . Chithore)
Dir.(ES&P)

sd/- 20.4.2018
(Shri R. B. Bambale)
D.M.C.(S.E.)

sd/- 21.4.2018
(Shri Vijay Singhal)
A.M.C.(E.S.)

sd/- 21.4.2018
(Dr. Shri Sanjay Mukherjee)
A.M.C.(P.)

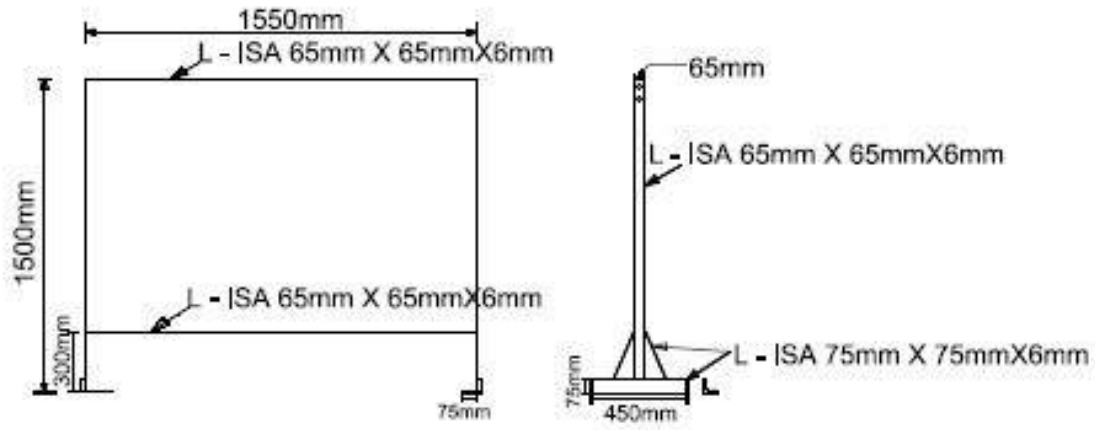
sd/- 5.5.2018
(Shri Ajoy Mehta)
M. C.

sd/-16.5.2018
(Shri P. R. Kadam)
D.M.C.(S.E.)

ANNEXURE I

A) Minor work

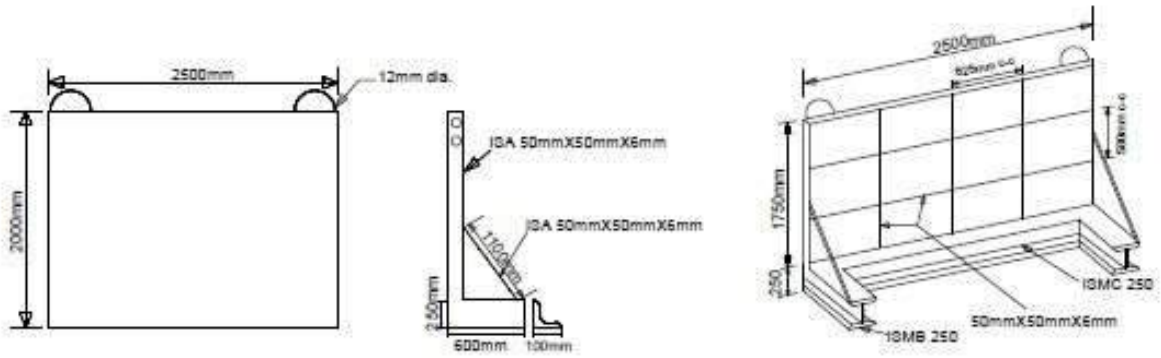
Providing, fabricating and installing the barricading made out of 1.5 m high M.S. Angle post of 65 mm X 65 mm X 6 mm with 1.5 mm thick M.S. Sheet of size 1.55 m X 1.2 m welded to the M.S. angle post/ frames and fixed to 75mm X 75mm X 6 mm angle base as shown in sketch for minor works , displaying of the social slogan as per the Annex - III, daily cleaning of the same to get better appearance and interlocking arrangement to ensure continuity in provision and to avoid gap in between etc complete and as directed by Engineer in-charge.



ANNEXURE II

B) Major works:

Providing, fabricating and installing the structural steel barricading made out of 1.5 mm thick M.S.plate of size 2500 mm X 2000 mm, ISMC 250 X 50 channels, M.S. Angles ISA 50 X 50 X 6mm and ISMB 250 as per IS 1161-1 RHS/SHS rolled angle plates of TATA Steel, Lloyd Steel, SAIL, ESSAR steel approved in straight profile of all sizes, shapes and for all works including stiffeners, bolts and nuts, filet / butt welding, splicing, machine grinding, of all member joints wherever required to give neat appearance, and dailycleaning the barricading along with displaying of the Depthwise slogans as given in Annexure -III etc with interlocking arrangement to avoid gap in between and as directed by Engineer in-change.



ANNEXURE III

1) HYDRAULIC ENGINEER's DEPARTMENT/ WATER SUPPLY PROJECTS
    i) Inconvenience regretted
    ii) Ensuring Mumbai's water supply
    iii) Save water Save life

2) ROAD, TRAFFIC / BRIDGES DEPARTMENT
    i) Inconvenience regretted
    ii) Working towards a better tomorrow
    iii) My Mumbai, Green Mumbai

3) SEWERAGE PROJECTS DEPARTMENT/ SEWERAGE OPERATIONS DEPARTMENT
    i) Inconvenience regretted
    ii) Reduce Reuse Recycle
    iii) Clean Mumbai , healthy Mumbai

4) STORM WATER DRAIN DEPARTMENT/ WARD WORKS
    i) Inconvenience regretted
    ii) Working towards a better tomorrow
    iii) Swatch Bharat

No: MCE/F1/1102
Date: 25/10/2023

BRIHANMUMBAI MUNICIPAL CORPORATION

Subject : Guidelines for Air Pollution Mitigation.

(1) All the project proponents to ensure that at least 35 feet high tin / metal sheets shall be erected around the periphery of construction projects having height more than 70 mtr.

(2) All construction layouts having area more than 1(one) acre shall have tin / metal sheet erected of height 35 feet at least around periphery of the construction project sites and for construction sites, less than 1 (one) acre, the tin / metal sheet height shall be 25 feet at least.

(3) All the buildings under construction shall be compulsorily enclosed by green cloth / jute sheet / tarpaulin from all sides.

(4) All the structures under demolition shall be covered with tarpaulin / green cloth / jute sheet from top to bottom. There shall be continuous sprinkling / spraying of water during the process of demolishing of the structure.

(5) It shall be ensured that water fogging shall be carried out during loading and unloading of materials at the construction sites (use of stationary/ mobile anti-smog guns).

(6) The water sprinkling shall be done on debris / earth material etc. which are prone to generate air borne particulate matters at all construction sites without fail.

(7) All vehicles carrying construction materials shall be fully covered (i.e. from top and all sides) so that construction material or debris does not become airborne during transportation and the vehicle shall not be overloaded to avoid any spillage from the vehicle.

(8) All construction sites shall install CCTV cameras along the periphery of their work sites to ensure that vehicles are plying after cleaning tyres and are not overloaded .

(9) All construction sites to deploy sensor based air pollution monitors at work sites and act immediately on observing pollution levels exceeding the limit. This monitoring shall be made available for inspection to BMC authorities as and when demanded.

(10) All the work sites shall ensure that the grinding, cutting, drilling, sawing and trimming work is carried out in enclosed area and water sprinkler / water fogging is continuously done while working to avoid escape of fugitive air.

(11) All the construction sites shall ensure that C & D (Construction and Demolition) waste generated within the premises / site of work is transported to designated unloading site strictly as per BMC's C & D Waste Management Plan. After unloading the debris, the vehicle shall be washed and cleaned thoroughly.

(12) All vehicles carrying materials shall have valid PUC certificates and the same shall be produced as and when asked for by competent authorities.

(13) All the construction personnel / managers shall mandatorily wear personal protective equipment such as masks, goggles, helmets, etc.

(14) All the BMC worksites like bridges and flyovers shall have barricading of 25 feets.

(15) All the metro works above ground shall be covered with barricading of 25 feet height. The construction site shall be covered with tarpaulin / green cloth / jute sheet. The smog guns / water sprinklers shall be used during the construction work.

(16) The mitigation measures suggested as above shall be mandatorily observed by other agencies like SRA, MHADA, MIDC, MSRDC, MMRDA, BPT, Airport Authority of India, Railways, Govt. or Semi Govt. authorities and private construction sites.

(17) All Asstt. Commissioners in charge of Wards shall arrange to deploy special squads to prevent illegal C & D dumping at late night.

(18) All Asstt. Commissioners in charge of Wards shall deploy squads for air pollution mitigation enforcement comprising of :-

i) Two (Ward) engineers
ii) One Policeman
iii) One marshall
iv) Vehicle

Each squad shall be headed by one senior officer from the Ward.

The formation and deployment of these squads at Ward level shall be done immediately. The number of squads Ward-wise shall be as follows :-

a) Smaller wards – 2 squads each ward
b) Middle size wards – 4 squads each ward
c) Larger size wards – 6 squads each ward.

(19) The enforcement squad shall visit the premises and videograph the worksite. If it is observed that the worksite is not adhering to above stated provisions, stringent action such as issue of Stop Work notice and/or sealing of worksite shall be taken immediately.

(20) The timeline for procurement of sprinklers shall be 15 days and for procurement of smog guns shall be 30 days from issuance of this circular. All the project proponent / contractors shall abide by the above timelines without fail.

(21) The vehicles carrying construction material or C & D material, if found not adhering to above stated provisions, shall be seized and impounded.

(22) The Transport Commissioner shall take action against overloading of vehicle, uncovered vehicles, vehicles spilling construction materials on roads and the heavy duty diesel vehicles which are more than 8 years old shall be strictly prohibited in Mumbai jurisdiction.

(23) MPCB shall monitor the air pollution emitted from the industries such as BPCL, HPCL, RCF, Tata Power, industries in nearby MIDC area etc. daily for next one month and take appropriate action. The daily monitoring data shall be shared with AMC (City) and A.M.C.(W.S.).

(24) All builders / Developers shall engage only those vehicles which possess vehicles tracking system installed on them.

(25) The loose soil, sand, construction materials and debris of any kind and quantity shall be stored in demarcated / dedicated area and properly barricaded, fully covered / enclosed / protected with tarpaulins. It shall be ensured that there is no dumping of construction material and debris on public roads, footpaths, pavements and open area.

(26) Vehicle tyre washing facility shall be provided at all exit points of construction sites. It shall be ensured that daily cleaning is carried out of major roads for removal of dust by using vacuum sweeping or water sprinkling, brushing, brooming and sweeping. This work may be outsourced to ensure wide and fast coverage of all major roads in one month's time.

(27) There shall be complete ban on open burning anywhere in the geographical area under BMC, especially garbage dumping grounds and possible sites of trash burning.

(Dr. I.S. Chahal) 20/10-23.
Municipal Commissioner

वृहन्मुंबई महानगरपालिका
विधी खाते

परिपत्रक क्र. २६२०६ दि. 31.08.2023

विषय - कंत्राट करार करण्यासाठी वसूल करावयाचे विधी आकार (Legal charges) व लेखनसाहीत्य आकार (Stationery charges)

संदर्भ - 1. परिपत्रक क्र. 10539 दि. 28.03.2023
2. एमजीसी/एफ/534 दि. 28.08.2023

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महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणा-या निविदांसंदर्भात लेखी करार करताना पक्षकाराकडून एकत्रितरित्या आकारावयाच्या विधी आकार व लेखनसाहित्य आकाराची उपरोक्त संदर्भित क्र. 1 वरील परिपत्रकानुसार दि. 01.04.2023 पासून आकारणी करण्यात आलेली आहे.

तथापि महानगरपालिका आयुक्त यांच्या संदर्भ क्र. 2 च्या मंजुरीनुसार कंत्राट करार करण्यासाठी वसूल करावयाचे विधी आकार (Legal charges) व लेखनसाहीत्य आकार (Stationery charges) यामध्ये सुधारणा करण्यात आली असून खालील तक्त्यामध्ये दर्शवित्याप्रमाणे दि.01.09.2023 पासून सुधारीत विधी व लेखनसाहित्य (एकत्रितरित्या) आकार विहित करण्यात आलेले आहेत.

अनु. क्र	कंत्राट किंमत	एकत्रितरित्या आकारावयाचे सुधारीत विधी व लेखन साहीत्य आकार दि. 01.09.2023 पासून दि. 31.03.2024 पर्यंत
1	रु.. 50,000/-	निरंक
2	रु. 50,001 ते रु. 1,00,00,000	कंत्राट किंमतीच्या 0.10% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक 18% दराने वस्तू व सेवाकर (किमान रु. 1000/- अधिक वस्तू व सेवाकर आणि कमाल रु. 10000/- 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. 10,00,00,001 ते पुढील कंत्राट किंमतीसाठी	रु. 10,00,00,000/- पर्यंतच्या कंत्राट किमतीसाठी 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

31/8/23

(शोभा अजितकुमार)
उप कायदा अधिकारी
(हस्तांतरण -2)
विधि खाते

31-08-2023

(संदिप मो. पाटील)
संयुक्त कायदा अधिकारी (प्र.)
(शहर दिवाणी न्यायालय)
विधि खाते

31/08/2023

(सुनिल सोनवणे)
कायदा अधिकारी
विधि खाते

परिपत्रक क्र. दि. 31.08.2023

प्रत ..... यांना माहीतीकरीता व पुढील आवश्यक त्या कार्यवाहीकरीता अग्रेषित.

31-08-2023

(संदिप मो. पाटील)
उप कायदा अधिकारी (आस्थापना)
विधि खाते

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२२-२३

क्र. सीए/एफआरटी/ १७ दि . ०७.१२.२०२२

विषय : "Legal & Stationery Charges" व "Sale of Publication" महसुलावर वस्तू व सेवाकर वसूल करण्याबाबत आणि चलनाच्या प्रतींबाबत.

संदर्भ: १) परिपत्रक क्र. सीए/एफआरटी/०६ दि .११ .०७.२०१७ .

२) वस्तू व कर सल्लागार यांचा दि. ०१.०४.२०२२ रोजीचा ई-मेल.

३)वस्तू व कर सल्लागार यांचा दि.१३.०५.२०२२ रोजीचा ई-मेल.

४)वस्तू व सेवाकर सल्लागार यांचा दि.२९.०६.२०२२ रोजीचा ई-मेल .

महानगरपालिकेस प्राप्त होणाऱ्या विधी व लेखनसाहित्य आकार या महसुलावरील वस्तू व सेवाकराच्या अनुज्ञेयतेबाबत बृहन्मुंबई महानगरपालिकेचे वस्तू व सेवाकर सल्लागार मे. बाटलीबॉय अंड पुरोहित यांच्याकडून दि. १३.०५.२०२२ रोजी ई-मेल द्वारे प्राप्त सल्ल्यानुसार "विधी व लेखन साहित्य आकार" (Legal & Stationery Charges) करपात्र आहे. त्याअनुषंगाने, लेखाअधिकारी (एफआरटी) उपविभागाने सर्व विभाग/ खाते यांना दि. १९.०५.२०२२ रोजी ई-मेलद्वारे दि. ०१.०४.२०२२ पासून Legal & Stationery महसुलावर वस्तू व सेवाकर आकारण्याबाबत कळविले आहे. सर्व विभाग/ खाते यांनी दि. ०१.०४.२०२२ पासून Legal & Stationery Charges च्या महसुलावर वस्तू व सेवाकर वसूल केला असून, लेखा अधिकारी (एफआरटी) उपविभागाने सदर वस्तू व सेवाकराची वसुली GSTR-1 व GSTR-3B मध्ये दर्शविली आहे. विधी व लेखनसाहित्य आकारावरील वस्तू व सेवाकराच्या वसुलीकरिता दोन नवीन लेखासंकेतांक तयार करण्यात आले असून ते पुढील तक्त्यात नमूद केले आहेत.

Description of Revenue	From 01.04.2022	GL Code	Description	HSN/SAC Code
LEGAL & STATIONERY CHARGES	18%	140805301	Legal and Stationery Charges-Taxable	9997
		140805302	Legal and Stationery Charges-Reg Person	9997

तसेच परिपत्रक क्र. सीए/एफआरटी/०६ दि . ११ .०७ .२०१७ मधील निदेशानुसार "Sale Of Publication" (GL Code 150110500) या लेखासंकेतांकांतर्गत जमा होणाऱ्या महसुलावर ०५% वस्तू व सेवाकर लागू होता, वस्तू व सेवाकर सल्लागार मे. बाटलीबॉय अंड पुरोहित यांच्या दि. ०१.०४.२०२२ रोजीच्या ई-मेलच्याअनुषंगाने दि. ०१.०४.२०२२ पासून "Sale Of Publication" वर १२% दराने वस्तू व सेवाकर आकारणे आवश्यक आहे. लेखाअधिकारी (एफआरटी) उपविभागाने दि. ०१.०४.२०२२ रोजी संबंधित विभाग / खाते यांना "Sale Of Publication"

या महसुलावरील, वाढीव वस्तू व सेवाकराची वसुली करण्याबाबत ई-मेलद्वारे कळविले आहे. त्यानुसार संबंधित विभाग / खाते यांनी १२% दराने दि. ०१.०४.२०२२ पासून वस्तू व सेवाकर वसूल केला आहे व त्याचा भरणा लेखा अधिकारी (एफआरटी) उपविभागाद्वारे शासनास विहित वेळेत करण्यात आला आहे. तरी यापुढेही "Legal & Stationery Charges" व "Sale Of Publication" वर अनुक्रमे १८% व १२% दराने वस्तू व सेवाकर आकारण्यात यावा.

तसेच वस्तू व सेवाकर सल्लागार मे. बाटलीबॉय अंड पुरोहित यांच्या दि.२९.०६.२०२२ रोजीच्या ई-मेलनुसार, वस्तू व सेवाकर कायद्यातील तरतुदीनुसार, यापुढे वस्तू व सेवाकराची रक्कम नमूद असलेल्या चलनाची एक प्रत पक्षकारास देणे अनिवार्य आहे. सद्यस्थितीत खात्याकडून दिल्या जाणाऱ्या चलनाच्या २ प्रतीपैकी १ प्रत संबंधित विभागात व दुसरी प्रत नागरी सुविधा केंद्रामध्ये (CFC) जतन केली जाते. सदर चलनावर "Amount of Tax Subject to Reverse Charge" असे नमूद असते. पक्षकार नोंदणीकृत असल्यास RCM (Reverse Charge Mechanism) अंतर्गत, वस्तू व सेवाकर शासनास भरावयाची जबाबदारी पक्षकाराची आहे हि बाब पक्षकारास अवगत होण्याकरीता ,त्याला चलनाची एक प्रत मिळणे आवश्यक आहे. यास्तव यापुढे चलनाच्या २ प्रती ऐवजी ३ प्रती तयार करण्यात याव्यात. ३ पैकी १ प्रत संबंधित विभागामार्फत पक्षकारास देण्यात यावी, १ प्रत संबंधित विभागात व १ प्रत नागरी सुविधा केंद्रामध्ये (CFC) जतन करण्यात यावी.

संचालक(वै. शि. व प्र. रुग्णालये)/ सर्व खातेप्रमुख/ सहाय्यक आयुक्त/ अधिष्ठाता/ प्रमुख वैद्यकीय अधिक्षक/ वैद्यकीय अधिक्षक यांनी त्यांच्या अखत्यारितील सर्व संबंधित कर्मचाऱ्यांना उपरोक्त सूचनांची अंमलबजावणी करण्यासंबंधीचे कृपया निर्देश द्यावेत.

सही/-२९.११.२०२२
(श्री.पांडुरंग गोसावी)
प्रमुख लेखापाल (पा.पु.म.नि)

सही/- २९.११.२०२२
(श्री. प्रदिप पडवळ)
प्रमुख लेखापाल (वित्त)प्र

सही/-३०.११.२०२२
(श्री. रामदास आव्हाड)
उप आयुक्त (वित्त)

सही/- ०५.१२.२०२२
(श्री.पी.वेलरासू)
अति. आयुक्त (प्रकल्प)

परिपत्रक
२०२२-२३

क्र. सीए/एफआरटी/ ०५ दि . ०३.०८.२०२२

प्रत..... (जादा..... प्रतीसह) यांना माहिती करिता व पुढीलआवश्यक त्या कार्यवाहीकरिता अग्रेषित.

प्रमुख लेखापाल (वित्त) यांजकरिता

MUNICIPAL CORPORATION OF GREATER MUMBAI

C/13

Circular No. D.M.C./S.W.M./ 67, D+1 06 APR 2018

Hon. Supreme Court of India has passed orders in the Special Leave Petition (Civil) No. D 23708 / 2017 dated 15/03/2018. Accordingly MCGM shall permit a builder or developer to carry on Construction at their sites for deposition of C & D waste subject to following procedure. The approval to the C & D "Waste Management Plan" (WMP) for transportation of C & D waste to designated unloading sites shall be provided by applicant on line.

A) For Existing designated unloading sites -

1. Consent Letter along with notarized documents from the land owner of the designated unloading site and mentioning Quantity of C & D Waste that can be accommodated along with time period.
2. Name, address, contact person of the transporting agency.

B) For Approval of New C & D waste unloading sites –

The builder/developer shall apply to Solid Waste Management Department with following details :-

1. The Owner/ POA shall submit an Application for the purpose of declaring the Site/Land as "Approved designated Unloading site" for unloading of C & D waste as per C & D Waste Management Rules, 2016.
2. The Application shall accompany with

(I) Property card and/ or 7/12 extract, Location Plan, Plot Boundary with Contour Map, Quantity of C & D waste which can be unloaded and Period.

(II) Title Report from Advocate in practice having 5 years of experience, indicating the title of applicant.

3. The site will be inspected by Zonal E.E. (SWM) for its suitability for unloading of C & D waste within 15 days of application. If site is found to be acceptable, the Approval shall be granted to the new site as "designated unloading site" to receive C & D Waste. This site shall be made available for on line approval of C & D "Waste Management Plan".
4. The builder / developer shall pay Bank Guarantee online as per annexure-A based on the plot area of construction site.

4/4/18

Ch.E. (S.W.M.) D.M.C. (S.W.M.) A.M.C. (E.S.) M.C. 5/4/18

Municipal Corporation of Greater Mumbai

No. Dy.Ch.Eng./SWM/8957/Op. dt. /09/2018

CIRCULAR 28-9-2018

Subject: Implementation of the Construction and Demolition Waste Management Rules, 2016

Reference: i) Hon'ble Supreme Court's order in the Special Leave Petition (civil) No. D 23708/2017, dated 15/03/2018
ii) Hon'ble M.C. Sir's Approval u/no. MGC/F/7076 dtd. 30.08.2018

The Construction and Demolition Waste Management Rules, 2016 is applicable to **'every waste resulting from construction, re-modeling, repair and demolition of any civil structure of individual or organisation or authority who generates construction and demolition waste such as building materials, debris, rubble'.**

Hon'ble Supreme Court vide order dated 15/03/2018, has directed to dispose of construction and demolition waste material by following due procedure in accordance with the provisions of the Construction and Demolition Waste Management Rules, 2016'".

In order to put curb on the un-authorisedly dumped waste, it is essential to control it by asking ward Maintenance department or any MCGM department to issue work-permission only after assessing the total estimated quantity of C&D waste likely to be generated out of the repairs / construction / trenching work or any such civil works, and asking them to make payment in advance or in stages of waste generation for the 'Debris on Call' system or transport C&D waste to designated unloading site.

Following standard operating procedure is proposed to be adopted:

1) MCGM department like A. E. (Maintenance), A. E. (B&F), H.E., S.O., S.P., M.S.D.P., W.S.P., S.W.D., S.W.M., C.E., B.C., B.M., Roads, Bridges, etc. carrying out civil work / repairs works etc. shall put condition in the tender / quotation / work order to dispose of C&D waste generated either by (i) 'Debris on Call' scheme if generation of C&D waste is less than 300MT for entire project or (ii) contractor shall transport to designated unloading site approved by MCGM S.W.M. department by following due procedure if C&D waste is more than 300MT for entire project.
2) The estimated quantity of the C&D waste generated shall be certified by A.E. (Maintenance) Ward or the concerned department.
3) If quantity of C&D waste is less than 300MT, A. E. (S.W.M.) Ward will issue Challan for making payment as per 'Debris on call' scheme on approval from Zonal Ex. Eng. (S.W.M.).
4) If quantity of C&D waste is more than 300MT, the contractor / agency will submit C&D waste management plan complete with requisite documents to Zonal Ex. Eng. (S.W.M.). On approval, the contractor / citizen / agency carrying out the civil works will be allowed to transport the C&D waste material to the designated unloading site.
5) The contractor / citizen / agency carrying out the civil works shall maintain & submit the appropriate record like date, quantity of C&D waste transported, vehicle No., Challan of Receipt of C&D waste from unloading site etc.
6) The whole system of issuing NOC for C&D waste transportation and payment will be made ONLINE and for this M/S. Softtech will be asked to develop appropriate software on the basis of existing norms being done for auto-DCR portal.
7) The proposals will be processed manually till the complete system fully operational online.
8) All the contractors / agencies using designated unloading site must maintain proper record of the C&D waste generated and transported along with date and vehicles through which C&D is transported & the copies of Challans from unloading site for having unloaded the C&D waste and submit the same to A.E. (S.W.M.) ward through concerned department.

Sd/-07/08/2018	Sd/-07/08/2018	Sd/-10/08/2018	Sd/-29/08/2018
Ch. Eng. (S.W.M.)	D.M.C. (S.W.M.)	A.M.C.(E.S.)	Municipal Commissioner

Ch Eng (SP) Submitted, please.

23/9/18

Dy. Ch. Eng. (SWM) O

D:\Online C&D Details\Unauthorized C&D waste.docx

MUNICIPAL CORPORATION OF GREATER MUMBAI

CIRCULAR

No.CA (F)/Project/31 Dt. 26/10/2020.

Subject: - Revised Policy for Governing Extra-excess-saving

Ref:- 1. Circular No.CA/FRD/I/57 dt.13.03.2013.
2. Circular No. Dir/E.S.&P./324 dt.15.07.2015.

At present the extra/excess/saving proposals are dealt as per Decision Rules framed under circular No.CA/FRD/I/57 of 13.03.2013 &Dir/E.S.&P./324 dt.15.07.2015.

Hon'ble M.C. has directed to review the existing Decision Rules and amend it suitably. Accordingly, in view to exercising effective control over the extra/excess and speedy process of such proposal during execution of the work, the powers of approval of extra/excess /saving and Fair items are reviewed and delegated according to the attached modified statement-"A". Except this, other conditions of Circular No. DIR./E.S.&P./324 dt.15.07.2015 shall remain unchanged and will be applicable as it is.

The "Decision Rules" framed and circulated apropos circular No.CA/FRD/I/57 of 13.03.2013 and Dir/ES&P/324 of 15.07.2015 shall remain applicable for those extra/excess works which were executed before issuance of these amended rules/directives by obtaining prior administrative approval of competent authority, as the case may be.

The revised policy for governing Extra/Excess and Fair items will come into effect immediately from the issuance of this circular.

All Chief Engineers/ Head of Departments/Deans shall note the above directives and follow them scrupulously.

Sd/- 13.10.2020
C. A. (WSSD)

Sd/- 13.10.2020
C. A. (Finance)i.c.

Sd/- 13.10.2020
D.M.C. (Infra)

Sd/- 13.10.2020
D.M.C.(E.)

Sd/- 14.10.2020
D.M.C.(S.E.)

Sd/- 13.10.2020
Dir.(E.S.&P.)

Sd/- 16.10.2020
A.M.C. (Project)

Sd/- 23.10.2020
Municipal Commissioner

9/19

Statement –A

(i) Extra/Excess/Saving

Nature of work	Permissible limit of Extra/Excess/Saving and Approving authority		
	DMC(Infra)/ DMC(E)/ DMC(SE)/ Dir(ES&P)/ Jt.M.C.	Concerned A.M.C.	Municipal Commissioner
General Work/ Underground works/ Unforeseen works	(i) ***Cumulative*** amount of Extra/Excess/Saving in any ***individual item*** Upto Rs.25 Lakh And (ii) Total ***Cumulative*** amount of Extra/Excess/Saving ***on all items*** upto 5% of the total contract cost, but not exceeding Rs.1 crore	(i) ***Cumulative*** amount of Extra/Excess/Saving in any ***individual item*** Upto Rs.1crore And (ii)Total ***Cumulative*** amount of Extra/Excess/Saving ***on all items*** upto 15 % of the total contract cost, but not exceeding Rs.10 crore	(i) ***Cumulative*** amount of Extra/Excess/Saving in any ***individual item*** above Rs.1Crore And / OR (ii)Total ***Cumulative*** amount of Extra/Excess/Saving ***on all items*** above 15% of the total contract cost. And / OR ***Cumulative*** amount of Extra/Excess/Saving ***on all items*** exceeding Rs.10 Crores.

Payment Terms:

Excess Items shall be paid as per the rates quoted by the tenderer at the time of tender

Extra Items shall be paid as per the rate prevailing in "Unified Schedule of Rate" of MCGM at the time of tender at rebate quoted by the contractor or at Par in case of premium quoted by the contractor at the time of tender

(ii) Fair Item

Nature of work	Permissible limit of Fair Item and Approving authority		
	DMC(Infra)/ DMC(E)/ DMC(SE)/ Dir(ES&P)/ Jt.M.C.	Concerned A.M.C.	Municipal Commissioner
For all nature of work	Total ***Cumulative*** amount of Fair ***on all items*** upto 2% of the total contract cost, but not exceeds Rs.20 Lakh	Total ***Cumulative*** amount of Fair ***on all items*** upto 5 % of the total contract cost, but not exceeds Rs.1 crore (Other than the proposals in the purview of DMC/Jt.MC)	Total ***Cumulative*** amount of Fair ***on all items*** above 5% of the total contract cost. And / OR ***Cumulative*** amount of Fair ***on all items*** exceeding Rs.1 Crore.

Payment Terms:

Fair Items shall be got approved by the concerned DMC/Dir(ES&P)/Jt.M.C. The engineer in-charge shall work out these fair items at fair and reasonable market rates on the basis of material, labour and operation of construction equipment required to execute the item and allowing 15% to cover profits and overhead charges(i.e. including taxes, duties, etc.) On the same lines of rate analysis prepared for the items that are in "Unified Schedule of Rate" of MCGM.

The rates of Fair Items shall be valid for one year only. Moreover, no escalation will be admissible on the fair items till the completion of such works, in which the fair items are executed.

Fair Items shall be paid **at PAR** in case of premium quoted by the contractor, in newly created FAIR ITEM or item not included in prevailing "Unified Schedule of Rate" of MCGM at the time of tender. OR at rebate quoted by the contractor if it is already added in prevailing "Unified Schedule of Rate" of MCGM at the time of tender.

Sd/- 13.10.2020	Sd/- 13.10.2020	Sd/- 13.10.2020	Sd/- 13.10.2020	Sd/-14.10.2020	Sd/-13.10.2020
C. A. (WSSD)	**C. A. (Finance)i.c.**	**D.M.C.(Infra)**	**D.M.C.(E.)**	**D.M.C.(S.E.)**	**Dir.(E.S.&P.)**

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१९-२०

क्रमांक : सीए/एफबीके/२४१, दिनांक २७.११.२०१९

विषय : बँकेने दिलेले हमीपत्र (बँकर्स गॅरंटी) स्विकारण्याबाबत.

संदर्भ : सीए/एफबीके/३९, दिनांक – ०७/१२/२०१२
सीए/एफबीके/२५, दिनांक – १०/१०/२०१२

कंत्राटदार / पुरवठादार यांच्याकडून सादर करण्यात येणारी बँक हमीपत्रे (बँकर्स गॅरंटी) स्विकारण्यासंदर्भात उपरोक्त संदर्भाधीन परिपत्रकान्वये मार्गदर्शनपर सूचना परिक्रमित करण्यात आल्या आहेत. सदर परिपत्रकातील परिच्छेद क्रमांक २ मध्ये पुढील प्रमाणे सुधारणा करण्यात येत आहेत.

सदर परिपत्रकात नमूद केलेली भारतीय रिझर्व बँकेची "rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf" ही लिंक "www.rbi.org.in" अशी वाचण्यात यावी.

तरी, सर्व खातेप्रमुख, सहाय्यक महापालिका आयुक्त आणि संबंधित यांनी वरील सुधारणेची नोंद घेऊन संबंधित कंत्राटदार/पुरवठादार यांना अवगत करावे.

सही/- १४.११.२०१९
प्रमुख लेखापाल (पा.पु.म.नि.)

सही/- १४.११.२०१९
प्रमुख लेखापाल (वित्त) प्र.

परिपत्रक

२०१९-२०

क्रमांक : सीए/एफबीके/२४१, दिनांक २७.११.२०१९

---------- यांना प्रत (---------) अधिक प्रतींसह माहितीकरिता व योग्य त्या कार्यवाहीसाठी पाठवित आहे.

सदर परिपत्रक महानगरपालिकेच्या ftp://hr.mcgm.gov.in/Circular/CA/Finance/2019/ या संकेतस्थळावर प्रसिद्ध करण्यात आलेले आहे.

वि.प्र. कथरे. २७/११/१९

प्रमुख लेखापाल (वित्त) सांजकरिता

BRIHANMUMBAI MAHANAGARPALIKA

No.Dir/ES&P/291/MC dt.31.01.2023.

CIRCULAR

Sub:- Revision of Unified Schedule of Rates without GST – USOR 2023.

Ref:- Hon.M.C.'s sanction under No.MGC/F/8771 dated 30.01.2023.

With reference to the above mentioned subject, Hon.M.C.'s following orders regarding Unified Schedule of Rates vide above reference shall be scrupulously followed by all the departments of MCGM.

1) To start the work of estimation of new projects based on common schedule of rates 2023 and specifications.
2) To upload all the new tenders with effect from 1st February 2023 based on common schedule of rates 2023 and specifications.
3) To take schedule rates from SAP system only while making estimates for their projects.
4) To stop using USOR 2018 and fair items prior to January 2023 for new estimates, as these items are inclusive of GST Taxation. Further, if the department feels to use these fair items with same descriptions for new tenders prepared with USOR 2023, then the department should take approval from the competent authority and taking cognizance of GST i.e. without GST.
5) All the HODs to upload their respective schedules in SAP through their own E.E.(P) independently.
6) All the departments and staff are instructed to take the Activity No., Item Description, Unit and Rate of the item from SAP system only.
7) The soft copy in the PDF format should be uploaded by all concerned departments on the portal - mcgm.gov.in under the Unified Schedule of Rates head.

31.1.23

Director (E.S.& P.)

H.E. / C.E. / Ch.Eng.(Vig.) / Ch.Eng. (B.M.) / Ch.Eng.(Bridges) / Ch.Eng. (S.W.D.) / Ch.Eng. (Rds. & Traffic) / Ch.Eng.(S.W.M.) / Ch.Eng. (S.P.) / Ch.Eng. (S.O.) / Ch.Eng.(MSDP) / Ch.Eng.(W.S.P.) / Ch.Eng.(M&E) / Ch.Eng.(DP) / Ch.Eng. (CTIRC) / Dy.Ch.Eng.(HIC) / Dy.Ch.Eng.(SIC) / M.A. / S.G. / C.A.(Finance) / C.A.(WSSD)

D:\PA2023\Dir Minutes\ USOR 2018\ Circular USOR 2023\1

c.c.:- A.C.(Planning) / A.C.(Estates) / A.C.(Market) / Asstt. Commissioners of A, B, C, D, E, F/South, F/North, G/South, G/North, H/East, H/West, K/East, K/West, L, M/East, M/West, N, S, T, P/South, P/North, R/Central, R/South, R/North

Ward Ex.Engineers of A, B, C, D, E, F/South, F/North, G/South, G/North, H/East, H/West, K/East, K/West, L, M/East, M/West, N, S, T, P/South, P/North, R/Central, R/South, R/North

For information and doing needful please.

31.01.23
Director (E.S.& P.)

c.c.:- Jt.MC(Vig) / Jt.MC(MCO) / Jt.MC(GA) / Jt.MC(CPD) / Jt.MC (Z-III) DMC(Infra) / DMC(Engg.) / DMC(SE) / DMC(Env.) / DMC(SWM) / DMC(Finance) / DMC (Garden) / DMC(Z-I) / DMC(Z-II) / DMC(Z-IV) / DMC(Z-V) / DMC(Z-VI) / DMC(Z-VII) / Director (ME & MH) / Dean (KEM) / Dean (Sion) / Dean (Nair)

For information please.

31.01.23
Director (E.S.& P.)

c.c.:- A.M.C.(P) / A.M.C.(City) / A.M.C.(E.S.) / A.M.C.(W.S.)
Sir/Madam,
Submitted for information, please.

31.01.23
Director (E.S.& P.)

c.c.:- Hon.M.C.
Sir,
Submitted please.

31.01.23
Director (E.S.& P.)

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२०१९-२०

क्रमांक : सीए/एबीजे/२४१, दिनांक २७.११.२०१९

विषय : बँकेने दिलेले हमीपत्र (बँकर्स गॅरंटी) स्विकारण्याबाबत.

संदर्भ : सीए/एबीजे/३९, दिनांक – ०७/१२/२०१२
सीए/एबीजे/२५, दिनांक – १०/१०/२०१२

कंत्राटदार / पुरवठादार यांच्याकडून सादर करण्यात येणारी बँक हमीपत्रे (बँकर्स गॅरंटी) स्विकारण्यासंदर्भात उपरोक्त संदर्भाधीन परिपत्रकान्वये मार्गदर्शनपर सूचना परिचलित करण्यात आल्या आहेत. सदर परिपत्रकातील परिच्छेद क्रमांक २ मध्ये पुढील प्रमाणे सुधारणा करण्यात येत आहेत.

सदर परिपत्रकात नमूद केलेली भारतीय रिझर्व बँकेची "rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf" ही लिंक "www.rbi.org.in" अशी वाचण्यात यावी.

तरी, सर्व खातेप्रमुख, सहाय्यक महापालिका आयुक्त आणि संबंधित यांनी वरील सुधारणेची नोंद घेऊन संबंधित कंत्राटदार/पुरवठादार यांना अवगत करावे.

सही/- १४.११.२०१९
उपमुख्य लेखापाल (प.पु.व.नि.)

सही/- १४.११.२०१९
उपमुख्य लेखापाल (वित्त) व.

परिपत्रक

२०१९-२०

क्रमांक : सीए/एबीजे/२४१, दिनांक २७.११.२०१९

---------- यांना प्रत (----------) अधिक प्रतीसह माहितीकरिता व योग्य त्या कार्यवाहीसाठी पाठविण्यात आहे.

सदर परिपत्रक महानगरपालिकेच्या ftp://ftp.mcgm.gov.in/Circular/CA/Finance/2019/ या संकेतस्थळावर प्रसिद्ध करण्यात आलेले आहे.

वि.प्र. कदरे. ६/१२/१९

उपमुख्य लेखापाल (वित्त) यांच्याकरिता

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२०-२१

क्र.प्रले(वित्त)/४२ दिनांक .०९.०१.२०२१

विषय:- बृहन्मुंबई महानगरपालिकेत कंत्राटदारामार्फत पार पाडावयाच्या कामाच्या मसुदा निविदेमध्ये अतिरिक्त सुरक्षा अनामत रक्कमेबाबतची सुधारित अट समाविष्ट करण्याबाबत.

संदर्भ:- एमडीडी/७८७८ दिनांक २७.०९.२०१६.

बृहन्मुंबई महानगरपालिकेत कंत्राटदारामार्फत पार पाडण्यात येणाऱ्या कामाकरिताच्या मसुदा-निविदेत समाविष्ट करावयाच्या अतिरिक्त सुरक्षा अनामत रक्कमेबाबतच्या अटींबाबतचे निर्देश संदर्भित परिपत्रकान्वये निर्गमित करण्यात आले आहेत. त्यामध्ये खालीलप्रमाणे सुधारणा करण्यात येत आहे.

विद्यमान पध्दत:-

ई-निविदा सूचनेस प्रतिसाद करुन ज्या ज्या कंत्राटदारानी वजा -१२% पेक्षा कमी दराने टक्केवारी उदधृत केली आहे, अश्या सर्व कंत्राटदारांना वजा १२% पेक्षा जास्त नमूद केलेल्या प्रत्येक टक्क्याला १% याप्रमाणे कोणतीही मर्यादा न ठेवता ऑनलाईन निविदा सादर करताना अतिरिक्त सुरक्षा अनामत रक्कम ऑनलाईन स्विकारली जाते.

सुधारित पध्दत:-

१. कंत्राटदाराने वजा -१२% पेक्षा कमी दराने टक्केवारी उदधृत केली असल्यास वजा १२% पेक्षा जास्त असलेल्या प्रत्येक टक्क्याला १% याप्रमाणे ऑनलाईन निविदा सादर करताना अतिरिक्त सुरक्षा अनामत रक्कमेचा ऑनलाईन भरणा करणे आवश्यक नसेल.

२. कंत्राट रकमेनुसार सक्षम प्राधिकाऱ्यांची मंजुरी प्राप्त झाल्यानंतर प्रथम लघुत्तम असलेल्या निविदाकाराने कार्यस्विकृती पत्रात नमूद केल्यानुसार कार्यालयीन कामकाजाच्या १५ दिवसात विद्यमान पध्दतीनुसार अतिरिक्त सुरक्षा अनामत रक्कम डिमांड ड्राफ्ट स्वरुपात महानगरपालिकेचा नागरी सुविधा केंद्रात जमा करणे व त्या पावतीची प्रत खातेप्रमुखाकडे सादर करणे आवश्यक असेल.

(After giving LoA).

३. जर प्रथम लघुत्तम निविदाकाराने कार्यस्विकृती पत्रात नमूद केल्यानुसार कार्यालयीन कामकाजाच्या १५ दिवसामध्ये अतिरिक्त सुरक्षा अनामत रक्कम जमा केली नाही तर सदर कंपनीने भरणा केलेली संपूर्ण इसारा अनामत रक्कम (EMD) जप्त केली जाईल तसेच कंपनीला दोन वर्षासाठी डीबार (Debar) करण्यात येईल, त्याचप्रमाणे त्या कंपनीचे संचालक/

पार्टनर इतर कंपनीमध्ये संचालक/ पार्टनर म्हणून कार्यरत असतील तर ती कंपनी सुद्धा दोन वर्षाकरिता डीबार (Debar) करण्याची कार्यवाही करण्यात येईल.

यापुढील कामाकरिताच्या मसुदानिविदेत परिपत्रकात नमूद केल्याप्रमाणे अतिरिक्त सुरक्षा अनामत रक्कमेबाबतची अट अंतर्भुत करण्यात यावी.

उपरोक्त सूचनांचे काटेकोरपणे अंमलबजावणी करण्याबाबत सर्व खाते प्रमुख/ सहाय्यक आयुक्त/ रुग्णालय अधिष्ठाता/ वैद्यकिय अधिक्षक/ उप प्रमुख लेखापाल/ लेखा अधिकारी यांनी दक्षता घ्यावी.

03/02/2021.

(रा. क. आव्हाड)
प्रमुख लेखापाल (वित्त)प्र.

(श्री. अनंत कदम)
उपायुक्त –(पायाभूत सुविधा)

03/02/2021

(श्री. विनोद प्र. चिठोरे)
संचालक (अ.से.व.प्र)

(श्री. पी. वेलरासू)
अतिरिक्त आयुक्त (प्रकल्प)

(श्री. इ.सिं. चहल)
महानगरपालिका आयुक्त 3/2/21.

3/02/2021

C-331/27

BRIHANMUMBAI MUNICIPAL CORPORATION

Circular

No. CA/Finance/Project/19 , Date 04.03.2024

Subject - Revised guidelines for payment of EMD for tenders to be uploaded on Mahatender Portal.

Ref - 1. MDD/7878, dt.27.09.2016.
2. Dir./IT/F-59, dt.10.05.2023.
3. Dir./IT/505038 , dt.19.12.2023

As per the guideline issued vide circular mention in reference no. 2 & 3, all department are directed to use Mahatender for all the tenders above 25 lacs with effect from 15th June 2023, and for tenders below 25 lacs with effect from 21st December 2023 respectively. Accordingly all departments of BMC shall use e-Procurement System of Government of Maharashtra (Mahatender). Further, it has been directed that, all BMC department will have to follow the standard procedures of the said e-Tendering system of GoM and make relevant changes in their respective tender documents.

For participating in bidding process, bidders are required to deposit Earnest Money Deposit (EMD) through the payment gateways while submitting the bids. In BMC's tenders, in some cases, as per the relevant clause of tender, 10% of EMD amount has to be forfeited. Further, in some cases, for more than 2 curable-defects shortfalls, 2% of EMD per instance is forfeited. However, in Mahatender System, there is no such provision of partial forfeiture of EMD amount. Hence, the existing condition of partial forfeiture of EMD elaborated above needs to be modified. Further, the work of modifying Standard Bid Document of BMC under chairmanship of DMC (Infra) is under progress. Final decision regarding partial forfeiture of EMD will be taken by the committee. However, till then, to streamline the process of bidding, interim instructions regarding EMD are as follows;

1) **Mode of payment of EMD**

A tenderer shall pay entire amount of EMD through payment gateways of GoM on URL http://mahatenders.gov.in. The bidder shall upload scan copy of online paid EMD along with the bid submission in packet 'A'.

Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

2) **If non-responsive;**

If the bidder is found non-responsive after scrutiny of packet 'A'/'B', in such circumstances, **the bidder will be made non-responsive and financial packet 'C' of non-responsive bidder will not be opened. However, there will not be any forfeiture of EMD.**

3) **Shortfalls:-**

Maximum 5 shortfalls of curable defects shall be allowed and in case, curable defects are not compiled by bidder within given time period, the bidder shall be treated as **'Non-Responsive'** & such cases will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by Registration Cell with due approval of the concerned AMC.

4) **Refund of EMD :-**

c) Except successful bidder all other unsuccessful bidders' 100% EMD paid online will be refunded automatically.

d) The Bid security of successful bidder will be discharged when the bidder has signed the agreement and /or furnish the required Security Deposits as elaborated in Standard Bid Document.

5) **Forfeiture of Entire EMD:-**

The existing conditions laid down in Standard Bid Document regarding forfeiture of entire bid security (EMD) shall remain unchanged.

These, interim-instructions will remain in force till the issuance of circular regarding amendment in SBD.

C-339

All the concerned Assistant Commissioners / HoDs shall note the above directives and to incorporate suitable clause in the draft tenders to be invited hereafter with immediate effect.

(Pandurang V. Gosavi)
Chief Accountant (W.S.S.D.)

(Pradeep B. Padwal)
Chief Accountant (Finance)i/c

(Shri. P. N. Gaikwad)
D.M.C. (Finance)
Sir,

(Shri. P. Velrasu)
A.M.C. (Project)
Sir,

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. : MGC/F/8659 Dtd. 07.09.2019.

Sub : Arbitration clause in the Standard General Conditions of Contract for Construction Works, 2016.

In one of the cases of W.S.P. regarding arbitration dispute, a note was submitted by DyLaw Officer (High Court, Suit & PIL) and subsequently the report is submitted by Jt. M.C. (Vig.) vide No. Jt.M.C./Vig./69/MC dtd. 21-8-2019 proposing a process to deal with the arbitration matters as per the Law & Judiciary, Govt. of Maharashtra, policy for institutional arbitration vide it's G.R. dtd. 13-10-2016 and the report submitted by Jt. M.C. (Vig.) is approved by Hon'ble M.C. on 17-8-2019.

There is a provision of arbitration clause in the Standard General Condition of Contract for Construction Works, point no. 13 (e) reads as follows :-

13.e) Arbitration and Jurisdiction:

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

Arbitration shall be effected by a single arbitrator agreed upon the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within the limits of Brihan Mumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision.

No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid.

All awards shall be in writing and for claims equivalent to 5,00,000 or more such awards shall state reasons for amounts awarded. The expenditure of arbitration shall be paid as may be determined 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.

As per Hon'ble M.C's approval dtd. 17-8-2019, the existing clause is now replaced as follows :

13.e Arbitration and Jurisdiction

If the Commissioner fails to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid or if the Contractor is dissatisfied with any such decision, then the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

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

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute,

the arbitral tribunal shall be appointed by the recognised arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules").

(ii) In case of contract where the contact price and/ or contract value is Rs.5,00,00,000/- (Rupees Five Crore Only) or more, any dispute arising out of or in connection with such a contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules"). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English.

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

All the HoDs are hereby directed to note the revised clause in G.C.C. as mentioned above and ensure that the same is included in the tenders invited from 15-1-2019 onwards. If the tenders are already invited before 15-1-2019 and the Packet 'A' is not opened, then the corrigendum shall be issued so as to see that all the new tenders accepted/invited after 15-9-2019 shall include this revised condition and will become a part of the contract for all such works.

Sd/-22.08.2019	Sd/-29.08.2019	Sd/-06.09.2019
Dir. (E.S. & P.)	**A.M.C. (P)**	**M.C.**

No.. : DIR/ES&P/919/MC dtd. 16.09.2019.

Copy to :

Asstt. Comm. A ward Ward / City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / H. E. / Ch.Eng. (WSP) /Ch.Eng.(S.P.) / Ch.Eng.(MSDP) / Ch.Eng. (BM) / Ch.Eng.(Vig) / Ch.Eng. (M&E) / Ch.Eng.(D.P.)/Ch.Eng.(SWD) / Ch.Eng.(SWM) / Ch.Eng.(CTIRC)/Ch.Eng. (Coastal Roads) / Dy. Ch.Eng.(HIC) / Dy.Ch.Eng.(SIC), Supdt. of Gardens / CA (F) / CA (WSSD)/ CA (CPD)

Forwarded for information and necessary action please.

16/09/19

Director (E. S. & P.)

Scanned with CamScanner

No.. : DIR/ES&P/919/MC dtd. 16.09.2019.

C.C. to : DMC(MCO)/ Jt.MC(GA)/ DMC(SE) / DMC(E)/ DMC(CPD)/ Jt.MC(SWM)/ DMC(Z-I) / DMC(Z-II) / DMC(Z-III) / Jt.MC(Z-IV) / Jt.MC(Z-V)/ DMC(Z-VI)/ Jt.MC(Z-VII) / D.M.C. (PH) / DMC (Edu.) / DMC (RE) / DMC (DM)

Forwarded for information please.

16/09/19

Director (E.S.& P.)

No.. : DIR/ES&P/919/MC dtd. 16.09.2019.

C.C. to: Law Officer

For compliance of para 'Y' at Pg. N/35 at your end and do the needful as per Hon'ble M.C.'s order. Original file is forwarded herewith.

16/09/19

Director (E.S.& P.)

No.. : DIR/ES&P/919/MC dtd. 16.09.2019.

C.C. to:

As per the note of Law Officer u/no. LO/LOP/3110/ Dy.LO (H.C. suits & PIL) dt.28.08.2019, the clause as modified by Law Officer & which is approved by Hon'ble M.C. is included in the circular please while issuing the circular.

Submitted please.

16/09/19

Director (E.S.& P.)

Jt.MC(Vig)/A.M.C.(City) / A.M.C.(E.S.) / A.M.C(W.S) / A.M.C(P)

Sir/Madam,

Hon'ble M.C.

Sir,

BRIHANMUMBAI MUNICIPAL CORPORATION

No. : DMC/Env/630 dtd. 24.09.2024

CIRCULAR

Subject : Implementation of Environment Management Plan (EMP) in every work activity.

.....

The pollution is emitted from Vehicle, Industry, Infrastructure Projects, Solid Waste, Burning of fossil fuels, crematoria etc. Presently there are many infrastructure projects being carried out in Mumbai are one of the air pollution sources.

It is therefore necessary to make the private project proponent of building construction and the civil contractors to prepare, submit and get the Environment Management Plan(EMP) approved from the concerned authority and forward a copy of such EMP to Environment and Climate Change department to parallelly monitor the pollution generating activities along with proposed mitigation plan to be supervised and monitored by concerned department .

It is mandatory for the project proponent / contractor to submit Environment Management Plan before commencement of their work activities.

The detailed plan will help in management and reduction of overall impact on the environment on social and economic front. Environment Management Plan (EMP) also help to (i) Minimise waste generation and pollution, (ii) Encourage judicial use of natural resources, (iii) Ensure safety, welfare and good health of the work force, (iv) Ensure effective operation of all control measures, (v) Vigilance against probable disaster and accidents, (vi) Monitoring on mitigative and long term impact, (vii) Ensure effective operation of all control measures.

These guidelines are to be circulated to the Infrastructural development project proponents, developers of buildings along with Civil & (M.& E.) contractors of B.M.C. and instruct them to submit the Environment Management Plan (EMP) on or before 15th October 2024 and adhere to the EMP while executing their works. The Sub Engineer (Climate Change) shall fine the agencies, project proponents, contractors Rs.1000/- per day for their delayed submission beyond 15th October 2024 till 31st October 2024 and issue Show Cause Notice to stop their work activities beyond 1st November 2024 by Environment Department through the respective authority issuing permission or work order to these agencies. A copy of Template of Environment Management Plan (EMP) is issued herewith for submission to the respective authority and copy to D.M.C.(Env. & C.C.)'s office.

Similarly, any new permission or work order issued by B.M.C. shall ask the project proponents / developers / contractors to submit their Environment Management Plan (EMP) within 15 days of commencement of work activity or receipt of work order. The project proponents/ contractors fails to submit the EMP within 15 days of receipt of approval of their project commencement or receipt of work order, else department shall levy penalty of Rs. 1000/- per day till its submission to B.M.C. and if they fail to submit further within 45 days of permission or work order, a Show Cause notice shall be issued by the competent authority to stop the work activities.

The Executive Engineers of the concerned projects shall instruct their project proponents / contractors to submit the Environment Management Plan (EMP) as envisaged above and get the work activities done as per the plan.

Sd/-
(Minesh Pimple)
D.M.C.(Env. & C.C.)

Sd/-
(Dr. Ashwini Joshi)
A.M.C.(City)

Grievance Redressal Committee (GRC) is headed by concerned D.M.C./ Director of particular department for the first appeal/ grievances by the bidder against the decision for responsiveness / non- responsiveness in Packet 'A', Packet 'B' or Packet 'C' and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.

This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs. 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by MCGM.

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

On receipt of recommendation of the Committee, It will be communicate his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and/or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

Full Signature of the tenderer with

Official Seal and Address

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. : MGC/F/6565 dtd. 25-9-2018

CIRCULAR

Sub : Setting up the parameters of litigation history of the bidders.

As approved by Hon'ble M.C., the clause of litigation history be included as part of SBD as below :-

1) 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 MCGM, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organisation initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM and MCGM is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for MCGM by any authority of MCGM and the orders passed by the competent authority or by any Court where MCGM 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 MCGM works which can spoil the quality, output, delivery of any goods or any work execution and within the timeframe.

2) The litigation history shall be treated as curable defect and hence, the portion/clause of SBD, (C) Bid Capacity at Pg. 15 & in the chapter of 'Instructions to Applicants' at Pg. 31 of the SBD will be now corrected by deleting the word litigation history and shall be read as below.

C) Bid Capacity :

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

Where,

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

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

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

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

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

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

All the concerned are directed to implement the above directions with immediate effect.

o/c

Director (E. S. & P.)

City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / H. E. / Ch.Eng. (WSP) /Ch.Eng.(S.P.) /Ch.Eng(S.O.)/ Ch.Eng.(MSDP) / Ch.Eng. (BM) / Ch.Eng.(Vig) / Ch.Eng. (M&E) / Ch.Eng.(D.P.)/Ch.Eng.(SWD) / Ch.Eng. (Coastal Road) / Ch.Eng.(SWM) / Ch.Eng.(CTIRC)/Dy. Ch.Eng.(HIC) / Dy.Ch.Eng.(SIC), Supt. of Gardens/

Asstt. Comm. Ward / Asstt. Comm.(Markets) / Asstt. Comm. (Estate) / Asstt. Comm.(Planning) / Asstt. Comm.(R.F.) City/W.S./P.S.

No. DIR/ES & P/915/MC dtd. 27-9-2018

C.C. to : DMC(MCO)/ DMC (Imp.) / DMC(GA)/ DMC(Vig)/ DMC(SE) / DMC(E)/ DMC(CPD)/ DMC(SWM)/DMC (Education)/DMC (RE)/ DMC(PH)/ DMC(Z-I) / DMC(Z-II) / DMC(Z-III) / DMC(Z-IV) / DMC(Z-V)/ DMC(Z-VI)/ DMC(Z-VII) / C.A. (F) / C.A. (WSSD) / C.A. (C.P.D.) / Law Officer

Forwarded for information please o/c

Director (E.S.& P.)

No. No. DIR/ES & P/915/MC dtd. 27-9-2018

C.C. to:

o/c

Submitted please.

Director (E.S.& P.)

A.M.C.(City) / A.M.C.(E.S.) / A.M.C(W.S) / A.M.C(P)

Sir/Madam,

BRIHANMUMBAI MUNICIPAL CORPORATION

No: Dy. Ch. Eng. / 591 / Rds./ Plg. of 20 MAY 2025

CIRCULAR- II

Sub: Crushed Sand/ manufactured sand Plant (i.e. VSI Crushers) registered with BMC for supply of crushed sand / manufactured sand to the ongoing Municipal works & to the registered RMC plants with BMC.

Ref No: Dy. Ch. Eng. /3333 / Rds./ Plg. Of 11.12.2024

In accordance with the approval granted by the Ch.Eng. (Roads & Tr), the list of Crushed Sand/ manufactured sand Plant (i.e. VSI Crushers) registered with BMC, for supply of crushed sand / manufactured sand to the ongoing Municipal works & to the registered RMC plants with BMC for the year 2024-2025 and their validity are as follows: -

Sr. No.	Name & Address of the Plant Owner	Location of Plant & contact Details	Capacity	Validity
1.	M/s. KTN Infra, B-108, Shweta Park, Daulat Nagar Road no-08, Borivali (East), Mumbai- 400 066	situated at Survey no – 33/9/ A,B,C, 142/1,2 at Village Dugad, Taluka:- Bhiwandi, District – Thane Contact Person: Mr. Vishal Contact No:9769789236	250 TPH	30.06.2025
2.	M/s. Saket Infraprojects Ltd., L-3, The Chambers, Service Road, Next to Golden City Swan Club, Off Western Express Highway, Ville Parle (E), Mumbai-400 057	situated at Quarry No.1, A-Block, MIDC Mahape, TTC Industrial Area, Navi Mumbai, Thane Contact Person: Mr. Tejas Contact No:9892899619	120 TPH	30.06.2025
3.	M/s. Relcon Infraprojects Ltd. 4th floor, Relcon House premises CHL, 15/A, M.G Road, Ville Parle (East), Mumbai- 400 057	situated at 208, Village Ovale, Ghodbunder road, Nagala Bunder, District-Thane 400607 Contact Person: Mr. Sharma Contact No:09867509118	100 TPH	31.12.2025

4.	M/s. Duratech concrete solution LLP, Office 4, 9th floor, Kaledonia, Sahar Road, Opp. Vijay nagar society, Andheri (East), Mumbai- 400 069	situated at Survey No. 7/1,25/7, 17/4,17/2, Village Vadavali tarfe sonale, Tal:- Bhiwandi, Dist - Thane Contact Person: Mr. Sebastian Chettiar Contact No: 9820764192	250 TPH	30.06.2025

ADNaik
20/1/2025

Dy.Ch.Eng.(Rds.)Plg.

Copy for information to:

1.	Dir (E.S.&P)	2.	D.M.C.(E)	3.	D.M.C.(S.E.)	4.	Ch.E(S.P.)
5.	C.E.	6.	H.E.	7.	Ch.E.(Rds.&Tr.)	8.	Ch.E.(V)
9.	Ch.E.(S.O.)	10.	Ch.E.(W.S.P.)	11.	Ch.E.(MSDP)	12.	Ch.E.(S.W.M.)
13.	Ch.E.(P&D)	14.	Ch.E.(Bridges)	15.	Dy.H.E.(B.C.)	16.	Dy.C.E.(SIC)
17.	Ch.E(M&E)	18.	C.A.(F)	19.	Ch.E.(C.T.I&R.C.)	20.	Ch. C.A.(CPD)
21.	Ch.E.(S.W.D.)	22.	Dy.C.E(P&D)E.S	23.	Dy.Ch.E.(Rds)City	24.	Dy.Ch.E.(Rds)W.S
25.	Dy.Ch.E.(Rds) E.S	26.	Dy.Ch.E.(SWD) City	27.	Dy.Ch.E.(SWD) W.S.	28.	Dy.Ch.E.(SWD) E.S.
29.	Dy.Ch.E.(Bridges)	30.	Dy.H.E.(Const)	31.	Dy.Ch.E.(P&D)City	32.	E.E.(BC)City
33.	Dy.H.E(Ops.)O.C	34.	Dy.H.E.(P & C)	35.	Dy.Ch.E(Traffic)	36.	E.E.(BC)E/S
37.	E.E.(BC)W/S	38.	A.C.A Ward	39.	A.C. B Ward	40.	A.C.C Ward
41.	A.C.D Ward	42.	A.C.E Ward	43.	A.C.F/S Ward	44.	A.C.F/N Ward
45.	A.C.G/S Ward	46.	A.C.G/N Ward	47.	A.C.H/E Ward	48.	A.C.H/W Ward
49.	A.C.K/E Ward	50.	A.C.K/W Ward	51.	A.C.P/S Ward	52.	A.C.P/N Ward
53.	A.C.R/S Ward	54.	A.C.R/N Ward	55.	A.C.R/C Ward	56.	A.C."L" Ward
57.	A.C.M/E Ward	58.	A.C.M/W Ward	59.	A.C. N Ward	60.	A.C.S Ward
61.	A.C.T Ward						

BRIHANMUMBAI MUNICIPAL CORPORATION

No: Dy. Ch. Eng. / 504 / Rds./ Plg. Dtd 13 MAY 2025

CIRCULAR-II

Sub: RMC Plants registered with BMC for supplying Ready Mix Concrete to the BMC works for the year 2024-2025 (i.e. up to 30.06.2025).

Ref: No : Dy. Ch. Eng. / 3055 / Rds./ Plg. Dtd 06.11.2024

In accordance with the approval granted by the Ch.Eng.(Roads & Tr.) the list of RMC plants registered with BMC for supplying RMC mixes to the BMC works for the period 2024-2025 and their validity are as follows: -

Sr. No.	Name & Address of the RMC Plant Owner	Location of RMC Plant & contact Details	Validity	Capacity
1	M/s. Eco Mix Concrete LLP (Unit-1), 1st floor,Khushi Pride Belmondo, CTS G1587, Near IDBI Bank, SVP Road, Santacruz (West), Mumbai - 400054	situated at Survey no -229 A, Eastern Freeway, Opp Ajmera I-land city, Next to apple cricket ground, Wadala, Mumbai- 400074 Contact Person: Mr. Pandey Contact No: 9833396508 Email- ecomixconcretellp@gmail.com	30.06.2025	120 m3/hr.
2	M/s. Eco Mix Concrete LLP (Unit-2), 1st floor,Khushi Pride Belmondo, CTS G1587, Near IDBI Bank, SVP Road, Santacruz (West), Mumbai - 400054	situated at Survey no -229 A, Eastern Freeway, Opp Ajmera I-land city, Next to apple cricket ground, Wadala, Mumbai- 400074 Contact Person: Mr. Pandey Contact No: 9833396508 Email- ecomixconcretellp@gmail.com	30.06.2025	120 m3/hr.
3	M/s. Dev RMC LLP, 102,Sarswati Sadan, Daulat Nagar, Road no 7, Near Jain Derasar, Borivali (East), Mumbai 400 066	situated at MM3-1, Anik Wadala Road, Near Mono Rail Depot, Wadala, Mumbai-400 037 Contact person: Mr. Satish Contact No: 9869027128 Email- devrmc001@gmail.com	30.06.2025	90 m³/hr.
4	M/s. Godrej & Boyce Mfg. Co. Ltd, Pirojshanagar, Vikroli, Mumbai- 400079	situated on plot bearing CTS No. 30,30/1,53,54A, 54/1-23,55,56 (pt 0,205 (pt) of Village Vikroli, Mumbai- 400079 Contact Person: Mr.Sanket Kadam Contact No: 9819102917	30.06.2025	120 m3/hr

D:\BMC Plant Registration\Circular\BMC circular up to 30.06.2025\05.05.2025-1.doc

		Email-sanketk@godrej.com		
5	M/s. Godrej & Boyce Mfg. Co. Ltd, Pirojshanagar, Vikroli, Mumbai- 400079	situated on plot bearing CTS No. 35/A Pt.44 of Village Hariyali, off LBS Marg, Vikroli (W), Mumbai-400079. Contact Person: Mr.Sanket Kadam Contact No: 9819102917 Email-sanketk@godrej.com	20.05.2025	90 m3/hr
6	M/s. Milan Road Buildtech LLP, 501, Terminal 9 Commercial premises, Near the Orchid hotel, Neharu Road, Vile Parle East, Mumbai- 400099	(Unit-2) situated on plot bearing No SF-2 (pt), SF-3 (pt), MMRDA BKC casting yard 2, G- Block, near we work building, Bandra Kurla Complex, Bandra East, Mumbai-400051 Contact Person:Mr.Ketan Gholap Contact No: 9766535354 Email-ketan.gholap@milangroup.co.in	30.06.2025	60 m3/hr
7	M/s. Oasis Infra, (unit-2), Sumer Nagar 2, H Wing, Flat no.1, Ground floor, Next to Ajanta Party Hall, Borivali (W), Mumbai- 400 092	situated at 113/3P1, Sasunavghar, on Mumbai Ahmedabad highway, Behind Gurukrupa Kathiawadi Dhaba, Tal-Vasai, District –Palghar, Pin 401208 Contact Person: Mr.Hatim Contact No: 9833279145 Email-hatim.oasisinfra@gmail.com	30.06.2025	75 m³/hr.
8	M/s. Oasis Infra, (unit-1), Sumer Nagar 2, H Wing, Flat no.1, Ground floor, Next to Ajanta Party Hall, Borivali (W), Mumbai- 400 092	situated at 113/3P1, Sasunavghar, on Mumbai Ahmedabad highway, Behind Gurukrupa Kathiawadi Dhaba, Tal-Vasai, District –Palghar, Pin 401208 Contact Person: Mr.Hatim Contact No: 9833279145 Email-hatim.oasisinfra@gmail.com	30.06.2025	60 m³/hr.
9	M/s. Nootan RMC Infra, Flat 401-A, Mangal Arambh Building,Opp.Kora Kendra Ground,Near McDonald,Off S.V.Road, Borivali (W) Mumbai-400 075	situated at S. No. 143/1 & 75/11 NH No.8, Opp. Hotel Sunshine residency, Near Lodha Dham, Maljipada, Naigaon, Dist-Palghar 401 208 Contact Person:Mr.Bharat Contact No : 09702473790 Email- nootanrmcinfra@gmail.com	13.06.2025	60 m³/hr.
10	M/s. Skyland RMC Infra C-501, Shalini Complex, Bldg.	situated at Survey No.45/2 & 50/1, Maljipada, Taluka Vasai, Dist.	30.06.2025	75 m³/hr

	No.2, Opp. Garden City, Deepak Hospital Road, Bhayander (E), Thane-401 105	Palghar Contact Person: Mr.Gemaram Choudhary Contact No:9664093956 Email-skylandrmcinfra@gmail.com		
11	M/s. Aetreum Concrete, B-103,Diamond Tower, Mira Bhayander Road, Kashimira,Mira Road (E), Thane- 401 104	situated at S.No.144/3/A, Village-Juchandra, National Highway No 48, Near Lodhadham, Naigaon (East), Palghar-401208 Contact Person: Mr.Kalpit Madhani Contact No:9820908882 Email- info@aetreumconcrete.com	13.06.2025	60 m^3/hr.
12	M/s. Infratech Concrete Solutions, Plot No-EL-175, TTC Industrial area, MIDC-Mahape, Navi Mumbai-400710	situated at plot no EL-175, Mahape Village, TTC Industrial area, Navi Mumbai 400710 Contact Person: Mr. Sanjeev Contact No: 9920352444 Email- infratechconcretesolutions@gmail.com	30.06.2025	120 m3/hr.
13	M/s. N A Construction Pvt Ltd, 701, Head quarters, Sant Dyaneshwar Marg, Opp. Chetana College, Bandra (East), Mumbai- 400051	situated at Survey no 5/1/A, Dive Anjur gaon, Opp Sai baba mandir, Pipeline Road, Mumbai Nashik Highway, Tal-Bhiwandi, District-Thane. Contact Person: Mr. Yogesh Raikar Contact No: 9664327797 Email- naconsrucionrmcplat@gmail.com	30.06.2025	60 m3/hr.
14	M/s. Armstrong (India) Constructions, 101, Suraj Residency, plot no. 193,Jawahar Nagar, Road No.3, Goregaon (W), Mumbai-400 104	situated at survey no. 106, Manicha Pada, Richard Compound, Vasai Phata, Vasai (East), Palghar, Pin code-401 208 Contact Person: Mr. Prithvi Solanki Contact No: 9820810190 Email- armstrong_plant@yahoo.com Armstronge_india@yahoo.com	30.06.2025	30 m3/hr
15	M/s. Sardar Concrete, Survey no.47/5 and 52/1, village Maljipada, Near Ramdeo Film City, Western Highway, Near Ramdeo Film City, Vasai (E), District Palghar-401208.	situated at Survey no.47/5 and 52/1, village Maljipada, Near Ramdeo Film City, Western Highway, Near Ramdeo Film City, Vasai (E), Dist- Palghar-401208. Contact Person: Mr.Kalpesh Shah Contact No: 09892247703 Email- sardar.concrete0144@gmail.com	30.06.2025	120 m3/hr.

16	M/s. Concretech India, Siddiqui Compound, Near Green Valley Studios, Jari Mata Mandir Road, Kashigaon, Mira Road (E), Mira-Bhayandar-401107	situated at Survey No.25, Hissa No.14, Area green valley studio, Kashigaon, Kashmira, Landmark Dargah Road, Dist. Thane Contact Person: Mr. Nipun Shah Contact no: 9819603348 Email-info@concreteindia.com	30.06.2025	120 m3/hr.
17	M/s. S.B.Khakal Gr-G1, Devprayag CHS, Bhakti Mandir Road, Naupada, Thane (W)-400 602	situated at Survey no.4, Hissa no. 3, old survey no. 208, Nagla Bunder, G.B.Road, Thane (W) Contact Person: Mr. Sanjay Contact No: 08691088012 Email - sbkgrmc@gmail.com	30.06.2025	75 m3/hr.
18	M/s. Spark Civil Infraprojects, 103/A, Saroj Plaza,150 feet Road, Near Maxus Mall, Bhayandar (W),Thane 401 101	situated at S.No.144, Hissa No.3/B, Juchandra, Naigaon (E), Palghar 401208 Contact Person: Mr. Sachin Contact No: 09167165124 Email- scirmc@gmail.com	30.06.2025	60 m3/hr.
19	M/s. Saket Infraprojects Pvt Ltd., L-3, The Chambers, Service Road, Next to Golden City Swan Club, Off Western Express Highway, Ville Parle (E), Mumbai-400 057	situated at Quarry No.1, A-Block, MIDC Mahape, TTC Industrial Area, Navi Mumbai Contact Person: Mr. Tejas Contact No:9870415984 Email-saketinfraprojet@gmail.com	30.06.2025	75 m3/hr
20	M/s. Skymix Concrete, 301, 3rd floor Gitanjali Arcade, Nehru Road, Above Indian Bank, Ville Parle (E),Mumbai-400 057	situated at Survey no.97 & 98, Western Express Highway, Near Ashok Leyland workshop, village Sasunavghar, Tal.- Vasai, Dist. Palghar -401208 Contact Person: Mr. Harish Contact No: 09820224985 Email- info@skymixconcrete.in	30.06.2025	60 m³/hr.
21	M/s. Bharat Construction Company (Bombay), 14, Viral Apartments, S V Road, Opp- Shoppers Stop, Andheri (W), Mumbai- 400058	situated at Survey no 387, Turbhe Hill, Turbhe, Navi Mumbai. Contact Person: Mr. Jasjyot Suri Contact No: 09820430101 Email:-info@bccindia.co	30.06.2025	60 m³/hr.
22	M/s. Konark Structural Engineers Pvt. Ltd., 7, 1st floor, Roshan Apsara Bldg., Roashan Nagar, Chandavarkar Road,Borivali (West), Mumbai-400 092.	situated at S.No.142, Hissa No.5, Village: Juchandra, Tal: Vasai, Dist: Palghar (E) 401208 Contact Person: Mr. Gaurav Joshi Contact No: 9223334379 Email-konark230014@gmail.com	13.06.2025	120 m³/hr.
23	M/s. New India Roadways, Civil Engineers & Govt.	situated at Quarry no -2, Survey no 76, Turbhe-Mahape Road,	30.06.2025	60 m3/hr.

	Contractors,243/245, 2nd Kumbharwada, First Floor, Mumbai- 400 004	Kahirane, MIDC Mahape, Navi Mumbai-400710. Contact Person: Mr. Kunal Contact No: 9819042989 Email- newindiaroadways@gmail.com		
24	M/s. Bucon Readymix LLP, 303, 3Rd A-Wing, Ramdev Dham, Ramdev Park, Mira Road, Thane – 401 107	situated at Survey No 105/4 & 106/3, Mumbai-Ahmedabad Highway no 8, Sasunavghar, Naigaon East, Tal-Vasai, Dist-Palghar-401208 Contact Person: Mr. Kailash Contact No:9920374769 Email- buconreadymixllp@gmail.com	30.06.2025	75 m3/hr.
25	M/s. R E Infra Pvt Ltd 26/20, Kanchwadi, Govandi Shivam Industry, Deonar Govandi, Near Tide Water Co. Mumbai- 400 088	situated at survey no 387/203, Turbhe, Navi Mumbai, Thane-400705 Contact Person: Mr. Navin Contact No: 8879767089 Email- acc.reinfra@gmail.com	30.06.2025	60 m3/hr.
26	M/s. Dev RMC LLP, 102, Sarswati Sadan, Daulat Nagar, Road no 7, Near Jain Derasar, Borivali (East), Mumbai- 400 066	situated at S.No 139, Hissa No. 3, S.No 140, Hissa No. 5, S.No.142, Hissa No. 1 Village Juchandra, Tal. Vasai, Dist- Palghar 401 208. Contact person: Mr. Satish Contact No: 9869027128 Email- devrmc001@gmail.com	30.06.2025	60 m³/hr.
27	M/s. HK Infra RMC, Bldg no E, Flat No 13, Century Colony, P B Marg, Worli, Mumbai-400030	situated at plot bearing CTS no 113/7, Sasunavghar, behind Marwar Junction dhaba, Mumbai - Ahmedabad Highway, Tal-Vasai, District –Palghar, Pin 401208 Contact person: Mr. Rakesh Contact No: 9867838315 Email- hkinfrarmc@gmail.com	07.05.2025	60 m³/hr
28	M/s. M.E. Infraprojects Pvt. Ltd., 404, Man Excellenza, Opp.Pawan Hans, S.V.Road, Ville Parle (W), Mumbai-400 056	situated at Survey no. 50, Hissa no.1, Village Maljipada, Behind Ramdev Film City, near Lodhadham, Taluka Vasai, Dist.-Palghar Contact Person: Mr.Ketan Gandhi Contact No: 9987621670 Email- meinfraprojects.plant@gmail.com	30.06.2025	60 m3/hr.

29	M/s. Vishal Construction 1-77, Raja Industries Estate, 1st floor, P.K.Road, Mulund (W), Mumbai-400 080.	situated at survey no. 280/1, village Gavan, Taluka- Panvel, Dist. Raigad. Contact Person: Mr. Kakad Contact No:9967329014 Email- vrkakad@gmail.com	30.06.2025	30 m3/hr.
30	M/s. Dev RMC LLP, 102, Saraswati Sadan, Daulat Nagar road no 7, Near Jain Derasar, Borivali - East, Mumbai- 400 066	situated at CTS no 194 B, PWD ground, Ghatkopar Mankhurd link Road, Ghatkopar (East) , Mumbai-400 077 Contact person: Mr. Satish Contact No: 9869027128 Email- devrmc001@gmail.com	30.06.2025	120 m^3/hr
31	M/s. Landmark Corporation Pvt Ltd, 403, Gitanjali Arcade, Nehru Road Vile Parle East, Mumbai – 400 057.	situated at survey no 106, Sasunvaghar, Tal-Vasai, Dist-Palghar-401208. Contact Person: Mr.Kiran Shah Contact No: 76666201022 mailus@landmarkcorporation.co.in	09.06.2025	60 m3/hr
32	M/s. Conretech India, 603, Akshar Blue Chip, Near IBIS Hotel, Thane-Belapur Road, Turbhe Naka, Navi Mumbai-400075	situated at plot no C-450/3 , TTC industrial area, MIDC, Village Pawane, Navi Mumbai Contact Person: Mr. Nipun Shah Contact no: 9819603348 Email-info@concreteindia.com,	31.05.2025	60 m^3/hr.
33	M/s. OM JVM Infraprojects Pvt Ltd, 339/A, I st floor, Raghuleela Mega Mall, Behind Poisar Bus Depot, Kandivali (W),Mumbai-400 067	situated at 115, Village-Sasunavghar, Taluka-Vasai, District-Palghar, Pin code-401208 Contact Person: Mr. Vaibhav Sagar Contact No: 9930404423 Email-omjvminfraprojects@gmail.com	30.06.2025	60 m3/hr
34	M/s. Oasis Infra, (unit-3), Sumer Nagar 2, H Wing, Flat no.1, Ground floor, Next to Ajanta Party Hall, Borivali (W), Mumbai- 400 092	(unit-3) situated at 108/1/2, Sasunavghar, on Mumbai Ahmedabad highway, Behind Gurukrupa Kathiawadi Dhaba, Tal-Vasai, District-Palghar, Pin 401208 Contact Person: Mr.Hatim Contact No: 9833279145 Email-hatim.oasisinfra@gmail.com sales.oasisinfra@gmail.com	30.06.2025	60 m^3/hr.
35	M/s. Oasis Infra, (unit-4), Sumer Nagar 2, H Wing, Flat no.1, Ground floor, Next to Ajanta Party Hall, Borivali (W),	(unit-4) situated at 108/1/2, Sasunavghar, on Mumbai Ahmedabad highway, Behind Gurukrupa Kathiawadi Dhaba, Tal-Vasai, District-Palghar, Pin	30.06.2025	60 m^3/hr.

	Mumbai- 400 092	401208Contact Person: Mr.Hatim Contact No: 9833279145 Email-hatim.oasisinfra@gmail.com sales.oasisinfra@gmail.com		
36	M/s. Skyland RMC Infra Survey No.110, Juchandra village, Western Express Highway, Next to Lodhadham, Taluka-Vasai, Dist. Palghar, Pin code-401208	situated at Survey No.110, Juchandra village, Western Express highway, Next to Lodhadham, Taluka-Vasai, Dist. Palghar, Pin code-401208 Contact Person: Mr.Ramesh Contact No: 9969442165 Email-skylandrmcinfra@gmail.com	27.06.2025	120 m³/hr.
37	M/s. Skycrete Infra LLP, D-001, Radha residency, Uttan Road, Bhayander (West), 401101, District-Thane	situated at survey No.113/6 & 113/7, village sasunavghar, Western Express highway, Taluka-Vasai, Dist. Palghar, Pin code-401 208 Contact Person: Mr. Madhav Vyas Contact No: 8692011444 Email-skycreteinfra @gmail.com	30.06.2025	75 m3/hr
38	M/s. Concretech Engineering LLP, 327, Madhani Estate 542, Senapati Bapat Marg, Dadar (West) Mumbai- 400028	situated at Survey No.139, Hissa no-3, Survey No.140, Hissa no 5, Survey No 142, Hissa no – 1, Village -Juchandra, Taluka- Vasai, Dist. Palghar -401208. Contact Person: Mr. Vipin Madhani Contact No: 9820010533 Email:- cellprmc@gmail.com	30.06.2025	60 m3/hr
39	M/s. Super RMC Buildcon Pvt. Ltd; Survey no.52, near Ramdev Studio, Mumbai Aehamadabad Highway no.8, Maljipada, Tal. Vasai, Dist-Palghar, Pin Code- 401208	situated at Survey no.52, near Ramdev Studio, Mumbai Aehmadabad, Highway no.8, Maljipada, Tal. Vasai, Dist. Palghar Pin Code- 401208 Contact Person: Mr. Suresh Dewashi Contact No: 7400438861 Email-superrmcnuildcon@gmail.com	30.06.2025	60 m3/hr.
40	M/s.G.L. Constructions (P) Ltd. 304, Gokul Arcade-B, Subhash Road, Near Garware, Vile Parle (East),Mumbai-400057	situated at Survey no.203, 'D' Block, village Bonsari, TTC Ind. Area, Turbhe, Navi Mumbai - 400705. Contact Person: Mr. Sunil Contact No: 9821034068 Email-info@glconstructions.co.in	30.06.2025	60 m3/hr.

41	M/s. B & R Concrete LLP, A-202, 2nd floor, Divya Smruti Link Road, Opp. Toyota Showroom, Malad (W), Mumbai-400064	situated at Survey No.60, Hissa No 1, Ghar No KM 01/762, Village Sarja Mori, Vasai (East), Dist. Palghar, Pin code-401 208 Contact Person: Mr. Navin Contact No: 9867212869 Email-igralgroup@yahoo.co.in/ igralgroup@gmail.com	30.06.2025	75 m3/hr.
42	M/s. Mansi Construction -Om Infotech (JV) A 106, Shyamkamal Bldg, Agarwal market, Vile Parle (East), Mumbai-400 057	situated at plot no GEN 45/1, Phase A, TTC Industrial area, Village Mahape, Near Nelco circle, Mahape MIDC, Navi Mumbai, Pin code-400 710 Contact Person: Mr. Kunal Contact No: 7400314832 Email-mansiom.jv@gmail.com	30.06.2025	60 m3/hr.
43	M/s. Speco Infrastructure, (Unit-2),110-C, Shyam Kamal, Agarwal market, 27-Tejpal Road, Vile Parle (E), Mumbai-400 057	(Unit-2) situated at plot bearing CTS No. 7587, 7591,7592, 7593,7595 (part), 7596, of village Kolekalyan, Kooka Estate, Near Kranti Nagar, Bail Bazar, Kurla (W), Mumbai- 400 070 Contact Person: Mr. Pandey Contact No: 9833396508 Email-specoinfra1@gmail.com	09.06.2025	120 m3/hr.
44	M/s.AIC Infrastructures, 1-B, Vimal Apts, A-Wing, Juhu Lane,Andheri (West), Mumbai-400 058	situated at old survey no 208, New Survey No 4/2 at Village Ovale, Bhayandarpada, Nagala Bunder, G B Road, Thane-400615. Contact Person: Mr. Arvind Contact No: 9930305856 Email-aic@aicinfra.in	30.06.2025	60 m3/hr.
45	M/s. SM Constructions, SB- 35, High Street Mall, Old Agra Road, Kapurbavadi Junction, Thane (W)- 400607	situated at survey no 35/2, Jal Jalaram Complex, Thane Bhiwandi Road, Village Pimplas, Taluka - Bhiwandi, Thane-421302. Contact Person: Mr. Prakash Contact No: 9867251289s Email- smrmc2021@gmail.com / smconstructionoffice@gmail.com	30.06.2025	60 m3/hr.
46	M/s. Navdeep Construction Company, 102, Varalaxmi CHS Ltd, Hanuman Road, Vile parle	situated at plot no C-450/3, TTC industrial area, MIDC, Village - Pawane, Navi Mumbai -400705. Contact Person: Mr. Sanjeev Raje	30.06.2025	60 m3/hr.

	(East), Mumbai- 400 057	Contact No: 9820345428 Email-nccrmc@hotmail.com		
47	M/s. Relcon Infraprojects Ltd. 4th Floor, Relcon House Premises CHL, 15/A, M.G.Road, Vile Parle (East), Mumbai – 400 057	situated on survey No. 171, CTS No.7301 (Pt), 7301/1, 7301/2,7301/11 (Pt), 7301/12 (Pt), 7301/13, 7301/14, Village Kolekalyan, Taluka -Andheri, Off CST Road, Vidya Nagari Marg, Kalina, Santacruz (E), Mumbai – 400098 Contact Person: Mr. Brijesh Contact No:9867509118 Email- contact@relcon.co.in	30.06.2025	75 m3/hr.
48	M/s. Relcon Infraprojects Ltd. 4th Floor, Relcon House Premises CHL, 15/A, M.G.Road, Vile Parle (East), Mumbai – 400 057	situated at old survey 208, hissa no 3, New Survey no 4 / 3 at Village- Ovale, Bhayandarpada, Nagala Bunder, Ghodbunder Road, Taluka & District Thane-400615 Contact Person: Mr. Brijesh Contact No:9867509118 Email- contact@relcon.co.in	30.06.2025	60 m3/hr.
49	M/s. Sumit Kumar Logistics and Industrial hub Pvt Ltd, 1405/B, Dev Corpora Building, Khopat, Panchpakhadi, Pin-400602	situated at survey No.82/6, Village Purna, Behind Gundavali village cricket ground, Gundavali-Purna Road, Post-Kalher, Taluka-Bhiwandi, Dist.-Thane, Pin code-421302 Contact Person: Mr. Sagar Contact No:9665423008 Email-info.sklgroup3@gmail.com	30.06.2025	60 m3/hr.
50	M/s. Rathore Bhagyajeet & Co. A-9, Brij Bhavan CHSL,Ambadi Road, Vasai (West), Dist-Palghar Pin-401 202	situated at New Survey no.104, Hissa No-1 (pt), village Sasunavghar, Ashok Leyland Service Centre, Taluka- Vasai, District-Palghar 401208 Contact Person: Mr. Bhagyjeet singh Rathore Contact No:9326978407 Email- rathoreb.co@gmail.com	30.06.2025	120 m3/hr
51	M/s. Milan Road Buildtech LLP 501, Terminal 9 Commercial premises, Near the Orchid hotel, Neharu Road, Vile Parle East, Mumbai- 400099	(Unit-1) situated on plot bearing No SF-2 (pt), SF-3 (pt), MMRDA BKC casting yard 2, G- Block, near we work building, Bandra Kurla Complex, Bandra East, Mumbai-400051	30.06.2025	60 m3/hr

		Contact Person: Mr.Ketan Gholap Contact No: 9766535354 Email- ketan.gholap@milangroup.co.in		
52	M/s. Relcon Infraprojects Ltd. 4th Floor, Relcon House Premises CHL, 15/A, M.G.Road, Vile Parle (East), Mumbai – 400 057	situated on plot CTS no 74/A/3 C & 74A/2 of Village Deonar, Near Krishna Hotel, opp Shah Industrial estate, Govandi ,Mumbai-400 088 Contact Person: Mr. Brijesh Contact No:9867509118 Email- contact@relcon.co.in	30.06.2025	60 m3/hr.
53	M/s. R.K.Madhani & Co, 127-135, Madhani Ind. Estate, 542, Senapati Bapat Marg, Dadar (W), Mumbai-400 028.	situated at Quarry No.2, Survey No.76, Pawane Village, Opp. Ruchit Palace Hotel, Turbhe Mahape Road, Khairane- M.I.D.C, Navi Mumbai-400 710. Contact Person: Mr. Vipin Contact No: 9820010533 Email-rkmmahape@gmail.com	30.06.2025	60 m3/hr

NOTES:

1. The above list indicates the registered RMC Plant with BMC along with their validity period. Further, the registration / renewal of registration of other RMC Plants is under process. Hence, at the time of execution of work, the valid list of the registered RMC plants with BMC along with their validity period shall be obtained from the office of Dy.Ch.Eng.(Rds.)Plg. Also, the copy of registration / renewal of registration letter may be obtained from the RMC Plant owner, to observe the various conditions of registration / renewal of registration letter.

2. As certified by M/s. Probity Soft Pvt. Ltd., RMC Plants have successfully installed the Agent Software program (i.e., Program used to link the SCADA generated data and VTS data to BMC portal).

As a part of Live Works system, the following guidelines shall be followed by the respective user department, wherever applicable, while procuring RMC Mixes for Municipal works, from the registered RMC plants, of which the connectivity with BMC portal is already established:

i) They shall obtain the ID/Password of SCADA & VTS from the concerned registered RMC Plants along with the registration no. of their Transit Mixers, in consultation with M/s. Probity Soft Pvt. Ltd.

ii) They shall log on to the website of the concerned RMC Plant through BMC portal, by using their ID/Password obtained from M/s. Probity Soft Pvt. Ltd.

iii) They shall download the challan (batch report) of the RMC Mixes arrived at the site through the Transit Mixers, form the website by using their ID/Passwords.

iv) Any difficulty as regards to login to the website of concerned RMC Plants or BMC portal, they shall immediately contact M/s. Probity Soft Pvt. Ltd. for redressal of the same.

Dy.Ch.Eng.(Roads.)Plg.

Copy for information to:-

1.	Dir (E.S.&P)	2.	D.M.C.(E)	3.	D.M.C.(S.E.)	4.	Ch.E(S.P.)
5.	C.E.	6.	H.E.	7.	Ch.E.(Rds.&Tr.)	8.	Ch.E.(V)
9.	Ch.E.(S.O.)	10.	Ch.E.(W.S.P.)	11.	Ch.E.(MSDP)	12.	Ch.E.(S.W.M.)
13.	Ch.E.(P&D)	14.	Ch.E.(Bridges)	15.	Dy.H.E.(B.C.)	16.	Dy.C.E.(SIC)
17.	Ch.E(M&E)	18.	C.A.(F)	19.	Ch.E.(C.T.I&R.C.)	20.	Ch. C.A.(CPD)
21.	Ch.E.(S.W.D.)	22.	Dy.C.E(P&D)E.S	23.	Dy.Ch.E.(Rds)City	24.	Dy.Ch.E.(Rds)W.S
25.	Dy.Ch.E.(Rds) E.S	26.	Dy.Ch.E.(SWD) City	27.	Dy.Ch.E.(SWD) W.S.	28.	Dy.Ch.E.(SWD) E.S.
29.	Dy.Ch.E.(Bridges)	30.	Dy.H.E.(Const)	31.	Dy.Ch.E.(P&D)City	32.	E.E.(BC)City
33.	Dy.H.E(Ops.) O.C	34.	Dy.H.E.(P & C)	35.	Dy.Ch.E(Traffic)	36.	E.E.(BC)E/S
37.	E.E.(BC)W/S	38.	A.C.A Ward	39.	A.C. B Ward	40.	A.C.C Ward
41.	A.C.D Ward	42.	A.C.E Ward	43.	A.C.F/S Ward	44.	A.C.F/N Ward
45.	A.C.G/S Ward	46.	A.C.G/N Ward	47.	A.C.H/E Ward	48.	A.C.H/W Ward
49.	A.C.K/E Ward	50.	A.C.K/W Ward	51.	A.C.P/S Ward	52.	A.C.P/N Ward
53.	A.C.R/S Ward	54.	A.C.R/N Ward	55.	A.C.R/C Ward	56.	A.C."L" Ward
57.	A.C.M/E Ward	58.	A.C.M/W Ward	59.	A.C. N Ward	60.	A.C.S Ward
61.	A.C.T Ward						

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२०-२१

क.प्रले(वित्त)/४२ दिनांक .०९०१.२०२१

विषय:- बृहन्मुंबई महानगरपालिकेत कंत्राटदारामार्फत पार पाडावयाच्या कामाच्या मसुदा निविदेमध्ये अतिरिक्त सुरक्षा अनामत रक्कमेबाबतची सुधारित अट समाविष्ट करण्याबाबत.

संदर्भ:- एमडीडी/७८७८ दिनांक २७.०९.२०१६.

बृहन्मुंबई महानगरपालिकेत कंत्राटदारामार्फत पार पाडण्यात येणाऱ्या कामाकरिताच्या मसुदा-निविदेत समाविष्ट करावयाच्या अतिरिक्त सुरक्षा अनामत रक्कमेबाबतच्या अटींबाबतचे निर्देश संदर्भित परिपत्रकान्वये निर्गमित करण्यात आले आहेत. त्यामध्ये खालीलप्रमाणे सुधारणा करण्यात येत आहे.

विद्यमान पध्दत:-

ई-निविदा सूचनेस प्रतिसाद करुन ज्या ज्या कंत्राटदारानी वजा -१२% पेक्षा कमी दराने टक्केवारी उदधृत केली आहे, अश्या सर्व कंत्राटदारांना वजा १२% पेक्षा जास्त नमूद केलेल्या प्रत्येक टक्क्याला १% याप्रमाणे कोणतीही मर्यादा न ठेवता ऑनलाईन निविदा सादर करताना अतिरिक्त सुरक्षा अनामत रक्कम ऑनलाईन स्विकारली जाते.

सुधारित पध्दत:-

१. कंत्राटदाराने वजा -१२% पेक्षा कमी दराने टक्केवारी उदधृत केली असल्यास वजा १२% पेक्षा जास्त असलेल्या प्रत्येक टक्क्याला १% याप्रमाणे ऑनलाईन निविदा सादर करताना अतिरिक्त सुरक्षा अनामत रक्कमेच्या ऑनलाईन भरणा करणे आवश्यक नसेल.

२. कंत्राट रकमेनुसार सक्षम प्राधिकाऱ्यांची मंजुरी प्राप्त झाल्यानंतर प्रथम लघुत्तम असलेल्या निविदाकाराने कार्यस्विकृती पत्रात नमूद केल्यानुसार कार्यालयीन कामकाजाच्या १५ दिवसात विद्यमान पध्दतीनुसार अतिरिक्त सुरक्षा अनामत रक्कम डिमांड ड्राफ्ट स्वरुपात महानगरपालिकेच्या नागरी सुविधा केंद्रात जमा करणे व त्या पावतीची प्रत खातेप्रमुखाकडे सादर करणे आवश्यक असेल.

(Acceptance of LOA)

३. जर प्रथम लघुत्तम निविदाकाराने कार्यस्विकृती पत्रात नमूद केल्यानुसार कार्यालयीन कामकाजाच्या १५ दिवसामध्ये अतिरिक्त सुरक्षा अनामत रक्कम जमा केली नाही तर सदर कंपनीने भरणा केलेली संपूर्ण इसारा अनामत रक्कम (EMD) जप्त केली जाईल तसेच कंपनीला दोन वर्षासाठी डीबार (Debar) करण्यात येईल, त्याचप्रमाणे त्या कंपनीचे संचालक/

पार्टनर इतर कंपनीमध्ये संचालक/ पार्टनर म्हणून कार्यरत असतील तर ती कंपनी सुद्धा दोन वर्षांकरिता डीबार (Debar) करण्याची कार्यवाही करण्यात येईल.

यापुढील कामाकरिताच्या मसुदानिविदेत परिपत्रकात नमूद केल्याप्रमाणे अतिरिक्त सुरक्षा अनामत रककमेबाबतची अट अंतर्भुत करण्यात यावी.

उपरोक्त सूचनांचे काटेकोरपणे अंमलबजावणी करण्याबाबत सर्व खाते प्रमुख/ सहाय्यक आयुक्त/ रुग्णालय अधिष्ठाता/ वैद्यकिय अधिक्षक/ उप प्रमुख लेखापाल/ लेखा अधिकारी यांनी दक्षता घ्यावी.

(रा. क. आव्हाड)
प्रमुख लेखापाल (विद्युत)प्र.

(श्री. अनंत कदम)
उपायुक्त –(पायाभूत सुविधा)

(श्री. विनोद प्र. पिठोरे)
संचालक (अ.से.व.प्र)

(श्री. पी. वेलरासू)
अतिरिक्त आयुक्त (प्रकल्प)

(श्री. इ.झि. गहल)
महानगरपालिका आयुक्त

BRIHANMUMBAI MUNICIPAL CORPORATION

No. ChE/BM/25012/II of 16 MAR 2023

Subject: Proposal for changes in S. B. D. conditions for the department of Ch. E. (B. M. + H. I. C.).

Reference is requested to this office proposal vide no. ChE/BM/17816/II of 22.02.2023 (at Page C/1 to C/3) for re-invitation of tender for the work of "Major structural repairs to Lal Bahadur Shastri Municipal market located at L. N. Road, near central railway Matunga Railway Station in F/N Ward". Reference is also requested to the approval of Hon'ble A. M. C. (E. S.) vide no. AMC/ES/550 of 02.03.2023 (At Page C/3) with an endorsement "As proposed, however we need to revisit on bid condition, eligibility criteria etc in order to encourage realistic bids." The matter was also discussed by Ch. E. (B. M. + H. I. C.) with Hon'ble A. M. C. (E. S.) on 02.03.2023 about very high rebates quoted by the bidders thereby questioning the quality performance of the contractors. To exercise check on the performance of the contractor, the deposits with B. M. C. need to be received in substantial amount in D. D. form and need to be kept on hold for longer period. Hence it was directed to modify the conditions suitably.

Preamble

Chief Engineer (B. M.+ H. I. C.) department invites E-Tender for carrying out Major Structural repairs of dilapidated buildings of various User departments i. e. Estate, C. F. O., S. W. M., Market etc. after receipt of Structural Audit report and obtaining scope of work certificate from concerned user department. The repairs to cemeteries are also carried out by B. M. Department. Health Infrastructure Cell carries out major structural repairs of all major & minor municipal hospitals, Health clinics & staff quarters of health department etc. Also, new construction of various Hospitals & other health related infrastructure is carried out through H. I. C. department. In addition, school infrastructure cell carries out major structural repairs of Municipal School as well as construction / reconstruction of schools.

Circular of C. A. (F.) regarding non-submission of online A. S. D.:

C. A. (F.) has issued a circular vide no. CA(F)/42 of 09.02.2021 (at Pg. C/5 to C/7), wherein it is stated that no A. S. D. shall be insisted from the contractors during the online submission of tenders and the same shall be obtained from the L1 contractor within 15 days after issue of L. O. A. The said changes have also been carried out in the S. R. M. system.

After Effects of C. A. (F.) circular vide no. CA(F)/42 of 09.02.2021:

This office is inviting E-Tender for various structural repairs works and it is observed that in most of the tenders, the bidders are quoting a rebate in the range of 35-40% recently. It is to be mention here that, before implication of above circular as well as other circulars regarding COVID-19 concessions, the rates for Civil and Electrical works quoted by the bidder were found to be within the range of -20% to -27%.

However, there is a sudden change in current trend of percentage quoted as mentioned above from (-20% to -27%) to (-35% to -40%). The issue was discussed in detail with various stakeholders, when it was revealed that due to various circulars issued by B. M. C. regarding concessions due to COVID-19 as well as non-submission of online A. S. D., the contractors are being benefited. Due to this benefit, they are quoting lower rates. The contractors tend to delay the works as the securities with B. M. C. are of lesser amounts or in B. G. form.

Revision of USOR 2023:

Recently the U. S. O. R. 2018 has been revised and new U. S. O. R. 2023 is introduced with effect from 01.02.2023. It is observed that there is an average increase of about 15% in the rates as far as building schedule is concerned. If tenders are invited with new U. S. O. R. 2023 keeping the A. S. D. conditions as it is, there are chances that the bidders may quote much below than the existing quotes. Therefore there is a need to add stringent conditions in the S. B. D.

Road & Traffic Department's proposal for modified S. B. D. conditions:

Earlier Ch. E. (Roads & Traffic) & D. M. C. (Infra) vide no. DMC/Infra/3732 of 13.10.2021 (at Pg. C/9 to C/35) have informed all the H. O. D.'s that as per their recommendations a note was put up by A. M. C. (P.) to Hon. M..C., which is approved u/no MGC/VIP/9612 of 01.10.2021. In this note, stringent guidelines were proposed to be implemented for the forthcoming tenders in B. M. C. to curb the tradition of high percentage rebate so that the enhanced quality of proposed works can be obtained.

The contents of A. M. C .(P)'s note is reproduced for ready reference as further "The H. O. D.'s of different Engineering departments should be asked to examine the vendor proposals and loopholes contributing to very high rebate rates. They should be asked to submit

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proposals within two months to make amends in tender conditions and in S. B. D. so that the tender bids are received in the logical and reasonable range (-15 to +10 range). The Director (E. S. & P) may lead these efforts and appropriate amends need to be made in all departments".

Proposal:

In view of this, as far as Ch. E. (B. M. + H. I. C.) department is concerned, it is proposed to revise the following conditions in S. B. D. and are as under:

- **S. B. D. Condition no: Section 6 / Instructions to applicants / Security Deposits & Performance Guarantee B. Additional Security Deposit.**

(A) A. S. D. :-

Existing Condition: As per circular CA/F/42 dated 09.02.2021,

A. S. D. = (X/100) x Estimated cost

Where X= percentage rebate quoted above 12%.

This amount is to be deposited within 15 working days of issuing of L. O. A., failing which 100% E. M. D. will be forfeited and firm will be debarred for 2 years and other firms with same partners or directors will also be debarred for 2 years.

Proposed Revised Conditions:

It is proposed to revise the A. S. D. similar to the approval in H. E. department (at Pg. C/39) as under.

Sr. No.	Rebate quoted by contractor	A. S. D. applicable
1	Up to 12 % rebate	No A. S. D.
2	Rebate above 12.00 % on estimated cost	2 % of Estimated cost for percentage rebate more than 12% in D. D. only i.e. if rebate quoted is 'X' above12% A. S. D. = (2X/100) x Estimated cost

Also the following changes will be incorporated:

- All the bidders are directed to submit the A. S. D. as applicable in the form of Demand Draft, which is to be submitted within office hours one working day before opening of 'Packet C' to respective Administrative Officer i.e. A. O. (B. M.)-I / A. O. (H. I. C.)/ A. O. (S. I. C.) as the case may be in sealed envelope. If A. S. D. is not applicable then the bidders shall submit sealed envelope mentioning on their letter heads 'A. S. D. is not applicable'. If the bidders fail to submit the sealed envelope as mentioned above at least one working day before opening of 'Packet C' within office hours then the E. M. D. of the respective bidders will be forfeited and bid will not be considered. Also the company with their directors / partners and other companies with the said directors / partners will be further debarred from any tendering process for the period of at least 2 years.
- As per current tender condition A. S. D. is released within 30 days of issue of certificate of completion with respect to whole of the works. Since A. S. D. is directly related to quoting below 12%, it is proposed that the A. S. D. will be released after 1 year of the completion of the work to ensure control over the quality performance of the contractor.

(B) Contract Deposit: -

In addition to above condition the following condition will also be incorporated in the tender in line with the Road Department (at Pg. C/29).

Contract Deposit shall be paid **in the form of Demand Draft (D. D.) only,** drawn in favor of 'Brihanmumbai Municipal Corporation'.

(C) Rate analysis submission:-

At present there is no specific condition for the L1 bidder to control the impractical submission of rate analysis. It is proposed to put up specific condition that if the rate analysis submitted by the L1 bidder is not acceptable with recorded reasons, 10% amount of E. M. D. of L1 bidder will be forfeited. Even though rate analysis of L2 bidder who has quoted above or below 15% is called, as per C. V. C. circular (at Pg. C/49), no negotiation with L2 bidder is

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permitted. Hence it is proposed to discontinue the practice of calling rate analysis from L2 bidder.

In view of the above, Ch. E. (B. M.+ H. I. C.)'s recommendation and Director (E. S. & P.) / A. M. C. (E. S.)'s approval is requested to invite all upcoming tenders in B. M., H. I. C. and S. I. C. departments with stringent measures & modified tender conditions as elaborated in (A), (B), (C) above please.

Submitted for approval please.

(Shri. M. S. Ubale)	Shri. B. V. Late	Shri. R. B. Ghule	Shri. M. S. Ubale
Dy. Ch. E. (B. M.) City	Dy. Ch. E. (B. M.) Sub	Dy. Ch. E. (H. I. C.)	Dy. Ch. E. (S. I. C.)

(Shri. Vijay Nighot)
Ch. E. (B. M. + H. I. C.)

(Shri. Atul Patil)
Director (E. S. & P.)

(Smt. Ashwini Bhide)
A. M. C. (E. S.)
Madam,

In view of 'x' at page N-1 and detail proposal from page N-1 to N-5, approval is requested to the revised conditions of A.S.D. mentioned in (A), revised condition of contract deposit mentioned in (B) and conditions related to Rate Analysis in (C) of the proposal.
Submitted please.

Chief Engineer
(Building Maintenance + H.I.C.)

BRIHANMUMAI MUNICIPAL CORPORATION
No.Dir/ES&P/3518/II dt. 27.03.2023

Sub:- Approval for changes of conditions in SBD as far as Building Maintenance and HIC department is concerned.
Ref:- ChE/BM/25012/II dtd.16.03.2023

With reference to above, Ch.E(BM +HIC) submitted the fresh proposal for changes in SBD as far as Building Maintenance and HIC department is concerned for approval of Director(E.S.&P.)/Hon.A.M.C.(E.S.)

In this case previously Ch.E(BM+HIC) vide their letter ChE/BM/3545/II dated 3.2.2022 have submitted the proposal for changes in SBD. The proposal was submitted to Hon.A.M.C.(E.S.)/Hon.M.C.'s approval vide this office letter u/No.Dir/ES&P/78/MC dtd.13.07.2022.

It is learnt that Hon.M.C. has forwarded the file for "to study this aspect for all types of tenders and put up uniform policy for all" to Hon.A.M.C.(P) and A.M.C.(P) vide reference u/No.AMC/P/3090 dated 04.08.2022 forwarded file to Chief Accountant (Finance) (Pg.C-51 to C-69). The proposal is still pending with C.A.(Finance) Deptt. and may require more time to process further. This deptt. is pursuing with C.A.(Finance) to prepare uniform policy as instructed by Hon. Municipal Commissioner.

Reference is requested to H.E. Deptt.'s note at Pg.C-37 to C-47 and Hon.A.M.C.(P)'s instruction to "*implement these conditions in next tender*" (Pg.C-46), wherein H.E. Deptt. has proposed to increase A.S.D. at 2% for the rebate above 12% (Pg.C-39) and release of A.S.D. after completion of 50% financial progress of the work and balance 50% shall be released within 30 days of issue of Certificate of Completion (Pg.C-40). Whereas Roads Deptt. has proposed to recover A.S.D. at 1% for the rebate 12% to 20% and 2% for rebate above 20.01% (Pg.C-29).

In light of the above, it is propose to recover A.S.D. as followed in tenders by H.E. Deptt. i.e. 2% for the rebate above 12% and release the A.S.D. as per condition before Covid-19 i.e. shall be released within 30 days of issue of Certificate of Completion.

In view of the above, sidelined portion marked as 'X' & 'Y' at Pg.N-3/4/5 except 'Z' at Pg.N-4, submitted for approval and also approval is requested to release A.S.D within 30 days of issue of Certificate of Completion.

Submitted for approval please.

(Atul Patil)
Director (E.S.& P.)

(Smt.Ashwini Bhide)
Hon.A.M.C.(E.S.)
Madam,

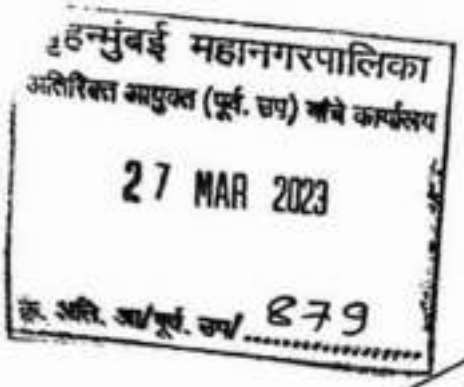
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Approved & recommended by Director (ES&P)

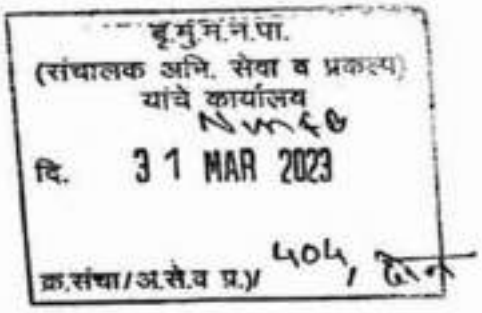
29.3.23
AMC (E.S.)

Dir(ES&P)

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बृहन्मुंबई महानगरपालिका
अतिरिक्त आयुक्त (पूर्व. उप) यांचे कार्यालय
27 MAR 2023
क्र. अति. आ/पूर्व. उप/ 879

29/03/2023


बृ.मुं.म.ने.पा.
(संचालक अभि. सेवा व प्रकल्प)
यांचे कार्यालय
दि. 31 MAR 2023
क्र.संचा/अ.से.व प्र./ 404

Section 21

Special Safety Control Recommendations

Special Safety Control Recommendations for Working at Heights building Construction Activities at height involved in Construction

Construction activities conducted at height in a building typically involve a range oftasks necessary for the erection, maintenance, and completion of the structure. Here are somecommon activities:

1. **Steel Erection**: Erecting the steel framework of the building involves working at height toassemble and connect structural steel beams, columns, and other components.
2. **Concrete Formwork**: Installing formwork for concrete pouring at various levels of the building requires workers to operate at height to set up and dismantle forms for walls,columns, and slabs.
3. **Facade Installation**: Installing the facade elements such as glass panels, cladding, andcurtain walls often requires workers to access elevated areas using scaffolding, aeriallifts, or suspended platforms.
4. **Window Installation**: Fixing windows and glazing systems involve working at height bothinternally and externally to install and seal windows properly.
5. **Mechanical, Electrical, and Plumbing (MEP) Installation**: Installing HVAC systems, electrical wiring, plumbing pipes, and other MEP components involves working at heightto route and connect utilities throughout the building.
6. **Concrete Pouring**: Pouring concrete for floors, slabs, and decks requires workers to operate at various heights using cranes, placer booms, elevated work platforms, or scaffolding.
7. **Finishing Work**: Applying finishes such as paint, drywall, flooring, and ceiling systems may require workers to access elevated areas using ladders, scaffolding, or aerial lifts.
8. **Roofing**: Installing roofing materials, such as membranes, shingles, pre-cast panels or tiles, involves working at height to cover and seal the building's roof.
9. **Structural Inspections and Maintenance**: Conducting inspections, repairs, and maintenance tasks on the building's structure and facade often requires workers to access elevated areas using specialized equipment and safety harnesses.
10. **Safety Measures**: Implementing safety measures such as installing guardrails, safety nets, and personal fall protection systems, enclosed safety platforms, safety protocolsand fitness certification for various equipment used in the building to ensure the safetyof workers operating at height.

These activities are typically performed by trained personnel equipped with appropriate safety gear and following strict safety protocols to mitigate the risks associated with working at height in a Hospital building / Mortuary building /s construction environment

When conducting activities at height in Hospital building / Mortuary building /s building construction, there are several hazards that can pose risks to adjacent properties and pedestrians. Some of these activities that can be the cause of mishaps include:

1. **Material Handling**: During construction, materials such as concrete, steel beams, andglass panels are often lifted to upper floors using cranes or hoists. Improperly securedloads or equipment failure can lead to materials falling from height, posing a risk to nearby properties and pedestrians below.
2. **Debris and Dust Management**: Construction activities generate a significant amount ofdebris and dust, which can be blown off by wind or displaced during demolition or installation processes.

Proper containment measures such as netting, scaffolding enclosures, or screens should be in place to prevent debris from falling onto adjacentproperties or pedestrians.

3. **Scaffolding and Formwork**: Improperly erected scaffolding or formwork can collapse,causing objects to fall from height. Regular inspections and maintenance of scaffoldingstructures are essential to ensure their stability and safety.
4. **Concrete Pouring**: Pouring concrete at height poses risks due to the weight and fluidity of the material. If not properly contained, spills or leaks can occur, potentially damagingadjacent properties or causing slip hazards for pedestrians.
5. **Window or façade Installation**: Installing windows or façade elements such as glasspanels, supporting framework, aluminum panels, dry or wet cladding stone slabs etc. inHospital building / Mortuary building /s buildings involves handling these materials at height. Mishandling or droppingthese panels can result in significant property damage or injury to pedestrians below.
6. **Welding and Cutting**: Welding and cutting activities conducted at height can generatesparks and hot debris, posing fire hazards to adjacent properties and pedestrians. Properfire safety measures, such as fire-resistant barriers and fire extinguishers, should be inplace to mitigate these risks.
7. **Overhead Work**: Activities such as drilling, hammering, or equipment installation conducted overhead can dislodge objects or debris, potentially falling onto adjacent properties or pedestrians below.
8. **Crane Operations**: Crane operations are crucial in Hospital building / Mortuary building /s construction for lifting heavymaterials and equipment. However, improper crane operation or maintenance can leadto accidents such as crane collapse or loads swinging out of control, posing risks to nearby properties and pedestrians.

To mitigate these hazards, construction companies must adhere to strict safety protocols, provide adequate training to workers, implement c barriers and netting systems, regularly inspect equipment and structures, and coordinate with local authorities to ensure the safety ofadjacent properties and pedestrians during construction activities.

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Section 22

Schedule & Mile stones

SCHEDULE

Reference to General Conditions of Contract: General Conditions of Contract - 2016 (EPC Projects) as amended / modified up to the last date of submission of Tenders.

Name of work: "Establishment of the Advanced Forensic Medicine & Non-Invasive Autopsy Centre at KEM Hospital, Mumbai — Construction of a Ground + 5 Storey State-of-the-Art Medico-Legal and Mortuary Complex on EPC-Turnkey basis.

The work consists Construction of:-

1. Ground floor to 5th floors, Including Terrace and Above Terrace Activities Lile OHT, Lift Machine room, Staircase Mumty room, Solar panel, piping etc to be completed per this tender and possession of same to be handed over to KEM Hospital.

Table of Mile stones

Sr. no.	Description of Mile Stones	Time allowed (From date of start) Cumulitive	% of tendered Amount to be with-held in case of Non-Achievement of Milestone
1)	1.Appointment of Consultant (s), Preparation and Approval of Architectural Drawings, Structural Design/Drawings, MEP Services, Conflict free BIM Design. detailed design such as structural and architectural, M & E Services etc. 2. Local Body Approvals, Tree Cutting Permissions, EIA /AAI/ Environment Clearance and other Statutory Approvals/ MPCB NOC / Clearances/ NOCs and all Pre-Construction, during construction and Post Construction Activities. 3. Barricading as per Bye Law, demolition of existing structure, mobilization & signage's including Calibrations, Etc. 4. Preliminary work such as soil investigation. 5. Demolitions and shifting of utilities, tree cutting and transplantation. 6. Setting up Site Office & Testing Laboratory with Testing Equipment and their calibration 7. Concrete Mix design & Trial mix.	1.5 month +15 days for Design Development and Approval	0.50%
2)	1.Earthwork in Excavation for Basement with secant shore piles /Raft/Foundations i/c Disposal of surplus Earth	1 month	0.50%

	2. Completion of RCC work in Foundation, up to Plinth Level Grade slab.		
3)	1.Complete RCC Structural Work in Superstructure including Elevation, façade framing, GRC, etc. work with Lift Machine room, staircase mumty work, etc. complete, as per plan. a. Submission of Purchase order for DG Sets, HVAC/ Ventilation Systems, Transformers, HT Panels, Lifts, Panels and Equipments etc. b. Submission of Purchase order for LT Panels, Fire Alarm, Fire-fighting, Public Announcement System, Aspiration Smoke Detection System Materials, UPS and Batteries, All Security Gadgets i/c CCTV Systems, Track Busbar/Busduct, Isolation Transformers, Indoor Units, Pumps and Ventilation Fans.	3 Months	0.50%
4)	AAC Block/Brickwork, Internal Plaster & Plumbing/ Sanitary Works up to 50% of building height for All buildings	1 month	0.50%
5)	AAC Block/Brickwork, Internal Plaster & Plumbing/ Sanitary Works up to 100% of building (Up to above terrace Level) for All buildings.	1 month	0.50%
6)	1. Completion of Wall Tiles, Flooring, Internal Finishing & Painting (except final coat) Works in all respect in all Floors 2. Cladding, Structural Glazing, Facade works if any. 3. Supply and Installation of DG Sets, Transformers, HT Panels, Lifts and Equipment 4. Supply and installation of Work Stations.	1.5 month	0.50%
7)	Completion of all Civil, M&E, IT, Development & Horticulture Works and Services in all respects i/c Testing & Commissioning, Deep Cleaning of entire Building, Fittings/ Fixtures/ equipment, Infrastructural works & site clearance, Successful Handing over to client, assisting client and user department for shifting Mortuary in	1.5 month	0.50%

	New Building. Local body/statutory approvals, all relevant compliances for Occupation etc. complete as per Scope of Work.		
8)	Operation and Maintenance of all services, for 3 years	From handing over of the premises.	0.50%

i. Delay due to non-receipt of statutory NOC's will not be considered the basis for delay in completion of the Project.

ii. Withheld amount shall be released if and when subsequent milestone is achieved within respective time specified. However, in case milestones are not achieved by the Bidder for the work till the end of period of subsequent milestone, then the 10% amount of the withheld amount against that milestone shall be converted to penalty and same will be recovered from running bill of contractor.

iii. After penalty at each stage, the schedule has to be re-aligned by maintaining the project completion date and same to be used for monitoring. The re-aligned mile stone shall be got approved from the Engineer in charge, within one weeks' time from end date of subsequent original milestone. Maximum amount of penalty shall not exceed 10% of contract sum. BMC reserves the right to terminate the contract once 10% penalty is reached.

iv. Intending bidder may submit phasing of activities/milestones based on their resources and methodology at the time of bidding corresponding to physical milestones/stages indicated in the above table. These shall be formed part of the agreement after approval of the accepting authority, otherwise it would be assumed that agency agrees with the above-mentioned physical milestones.

v. Recovery for delay in submission of Monthly Progress Report: Monthly recovery for delay in submission of the monthly progress report within specified period: Rs. 500/- per day (not exceeding Rs. 5000/- per month)

vi. The schedule mentioned in Mile stone is strictly to be followed during the execution of work. If the time line given are missed, then penalty as follows will be impose to the perspective bidder. The delay penalty will not be carried forward.

Section 23

BILL OF QUANTITIES

Tentative Bill of Quantities

All proposed bill of quantities are indicative, any items not considered required to complete the work in all respect, bidder shall consider it without claiming extra /excess being a EPC mode tender. Items are proposed from USOR-2023/PWD rates & SAP fair rates. Some items are proposed as fair items as per fair rate procedure of BMC. **Being EPC tender Bidders to work out their BOQ and arrive the project cost.**

CIVIL Works:

INDICATIVE SHEDULE OF QUANTITIES:

Sr. No.	SOR Item No.	Description	Unit	Qty
		Earth Work		
1	**R3-CS-EW-1**	Excavation for foundations, substructures, basements, tanks, sumps, walls, chambers, manholes, trenches, poles, pits & general building works in all types of soils, vegetable earth, soft murum, running sand, shingle, turf clay, loam, peat, ash, shale, slag, chalk, garbage, muddy/ marshy/ slushy soil, marine clay, reclaimed land etc. for depths/lifts upto 1.5M measured from the ground level, including dressing/ trimming the sides, leveling and ramming of bottoms, manual dewatering, removing rank vegetation, backfilling in layers not more than 200mm thickness, watering, consolidating, compacting to achieve not less then 97% Modified Proctor density conforming to relevant IS, stacking the selected material in measurable heaps for future use within owners space or disposing within an initial lead of 150m as directed, loading, unloading, leveling excluding shoring, strutting etc. complete as directed by Engineer-in-Charge. Note: 1) The rate includes the handling/supporting the existing utilities such as cables, drains, pipes, water mains etc. 2) It also includes the royalty and other taxes applicable if any. For more details refer General Notes.	Cum	1373.00
2	**R3-CS-EW-2-a**	Extra over above item CS-EW-1,15 &16 for lift from 1.5m to 3.0m.	Cum	543.00
3	**R3-CS-EW-2-b**	Extra over above item CS-EW-1,15 &16 for lift from 3.0m to 4.5m	Cum	265.00
4	**R3-CS-EW-11**	Filling in plinth, floors, trenches, pits with approved excavated materials, murum / good earth in layers not exceeding 200mm including breaking of clods, watering, consolidating each layer in filled up area by rolling and compacting with roller/ plate compactor as required to achieve not less than 97% modified proctor density conforming to relevant IS etc. complete as directed by Engineer In charge. Note: 1) The rate includes the royalty and other taxes if any.	Cum	886.00
5	**R3-CS-EW-26**	Providing & Laying dry stone Rubble Soling with average 230 mm size hard stone set in regular lines, handpacked and interstices thoroughly filled with small chips including filling in with good quality murum brought from outside, compacting with iron rammers, watering, sand spreading 12mm thk. layer of grit on top etc complete as directed by Engineer In Charge.(Note: The rate includes the royalty and other taxes if any)	Cum	150.00
		Concrete Work		

Sr. No.	SOR Item No.	Description	Unit	Qty
	R3-CS-CW-1	Providing and laying in position plain cement concrete of specified grade cement with trap/granite/quartzite/gneiss metal mixing in concrete mixer including bailing out water, compacting, finishing surface, curing and including the cost of centering and shuttering at all level :		
6	**R3-CS-CW-1-b**	Nominal Mix of 1:2:4 (1 cement OPC: 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	Cum	
	R3-CS-CW-2	Providing and laying in position ready mixed plain cement concrete, using fly ash and cement content as per approved design mix from Engineer-in-charge and fly ash conforming to grade I of IS 3812 (Part-1) only be used as part replacement of OPC as per IS 456 and uniform blending with cement is to be ensured in accordance with clauses 5.2 and 5.2.1 of IS: 456- 2000 in the items of ready mixed concrete and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for plain cement concrete work, including pumping of R.M.C. from transit mixer to site of laying and curing, including the cost of centering, shuttering and finishing, including cost of curing, admixtures in recommended proportions as per IS : 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer - in - charge. **All works upto plinth level**		
7	**R3-CS-CW-2-a-1**	M-20 grade plain cement concrete (cement content considered @ 260 kg/cum).	Cum	98.00
8	**R3-CS-CW-2-a-2**	M-15 grade plain cement concrete (cement content considered @ 240 kg/cum).	Cum	
	R3-CS-CW-6	Providing precast cement concrete Jali of Nominal Mix 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6mm nominal size) reinforced with 1.6 mm dia mild steel wire including centering and shuttering, roughening cleaning, fixing and finishing in cement mortar 1:3 (1 cement: 3 fine sand) etc. complete excluding plastering of the jambs, sills and soffits.		
9	**R3-CS-CW-6-a**	100 mm thick	Sqm	55.00
	R3-CS-CW-7	Providing and laying in position ready mixed design mix M-20 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying and the cost of centering, shuttering, finishing and excluding reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.The Mix design as per particular specfications shall be got approved by Engineer-in-Charge before execution of the item.The rate shall include cost of all specified materials and operations at all levels and heights, including the cost of centering, shuttering and excluding reinforcement which shall be paid under relevant item.(Note :- Cement content considered in this item is @ 300 kg/cum as per IS 456 table showing minimum cement content. No extra will be paid nor any amount will recovered on account of variation of cement in mix design as per specifications for controlled concrete)..		
10	**R3-CS-CW-7-a**	Foundations, footings, bases of columns, rafts, pilecap	Cum	308.84
11	**R3-CS-CW-7-b**	Walls (any thickness) including attached butteresses, retaining wall, shear wall, diaphragm wall , trench,pit walls, etc	Cum	177.71
12	**R3-CS-CW-7-c**	Slabs, Suspended floors, roofs, landings, balconies, canopy and access platform	Cum	704.59

Sr. No.	SOR Item No.	Description	Unit	Qty
13	R3-CS-CW-7-d	Lintels, beams, plinth beams, girders, floor beam, coping.	Cum	531.64
14	R3-CS-CW-7-e	Columns, Pillars, Piers, Posts and Struts.	Cum	307.75
15	R3-CS-CW-7-f	Stairs (waist slab), folded slab, inclined slab	Cum	34.00
16	R3-CS-CW-7-i	Weather shade, Chajjas, corbels, cantilever beam, etc., including edges.	Cum	11.00
17	R3-CS-CW-19	Extra and over for providing richer RMC of M-40 grade cement concrete instead of M20 (Note :- Cement content considered in this item is @ 360 kg/cum as per IS 456 table showing minimum cement content.)	Cum	2075.53
		self compacted concrete for decorative work		
	R3-CS-CW-22	Designing, providing and laying in any position, without usage of vibrator, ready mixed design mix Self Compacting Cement Concrete (SCC) of required grade for Form Finished reinforced cement concrete work in super structure at all floor levels, using cement & fly ash, content as required including transportation of concrete through transit mixer to site of laying for all leads, all floor levels, pumping of concrete to site of laying but excluding the cost of centering, shuttering, including admixtures conforming to IS 9103 as per designed proportions to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. The Mix design as per particular specfications shall be got approved by Engineer-in-Charge before execution of the item.The rate shall include cost of all specified materials and operations , but exclude the cost of centering, shuttering and reinforcement which shall be paid under relevant item.		
18	R3-CS-CW-22-a	M-30 Grade SCC	Cum	17.00
		Architectural Form Finished Concrete Shuttering for Decorative work		
19	R3-CS-CW-31	Centering and shuttering including strutting, propping etc. and removal of form for Architectural Form finished concrete work using water proof ply 12mm thick conforming to IS:710. The water proof ply shall be used for only 2(two) repetitions after first use, and any repetition after the first usage shall be taken up only after prior approval for water proof ply material for suitability for use in form finish concrete (Architectural finishes) by the Engineer-in-Charge in walls (any thickness) including attached pilasters, butteresses, plinth and string courses, Suspended floors, roofs, landings, balconies and access platform, Shelves (Cast in situ), Columns, Pillars, Piers, Abutments, Posts and Struts, Stairs, (excluding landings) except spiral-staircases with water proof ply 12mm thick.	Sqm	
20	R3-CS-CW-33	Centering and shuttering including strutting, propping etc. and removal of form for Architectural Form finished concrete work using water proof ply 12mm thick conforming to IS:710. The water proof ply shall be used for only 2(two) repetitions after first use, and any repetition after the first usage shall be taken up only after prior approval for water proof ply material for suitability for use in form finish concrete (Architectural finishes) by the Engineer-in-Charge in shuttering in circular work for column in plan with water proof ply 12mm thick.	Sqm	
21	BM-FA-19-AR-25	Designing, providing & fixing theme & conception based Architectural Feature work made up of GRC 25 to 30 mm thk (composite Mixture of white cement, alkali resistant fiber, silica sand, water with admixtures, pigmented	Sqm	

Sr. No.	SOR Item No.	Description	Unit	Qty
		cured with acrylic thermal plastic) arch /artistic pillars / window sill / key-stone / cornice band / pediment / curved atrium ceiling of museum building etc. Any pattern as per conception design including preparing the moulds for casting , making the grc composite material , applying the material in moulds , demoulding the cured GRC elements from moulds,grinding and finishing the demoulded GRC elements, fixing at site using ss screws, anchors viz a viz, finishing the groves , and joints with GRC mixture.		
22	**BM-FA-19-AR-06**	Application of water, oil and dirt repellent, breathable, low VOC Fluorinated copolymer and alkylacoxysilane based Protectguard CE Special Concrete of Killickguard or equivalent with brush/roller on **GRC (clear) in two coats**. Applications to be done strictly as per manufacturers specification.	Sqm	
23	**BM-FA-19-AR-07**	Application of water, oil and dirt repellent, breathable, low VOC aqueous phase fluorinated acrylic copolymer based Protectguard Colour of Killick-guard or equivalent with brush/roller on **GRC (color) in two coats**. Applica-tions to be done strictly as per manufacturers specification.	Sqm	
24	**R3-CS-CW-35-c**	Providing and fixing in position steel bars reinforcement of various diameters for R.C.C. pile, pile caps, footings,raft,retaining wall,shear wall, lift wall, foundations, slabs, beams, columns, canopies, staircases, newels, chajjas, lin-tels, pardies, coping, fins, arches, etc. as per detailed designs, drawings and bar bending schedules,including straightening, cutting, bending, hooking the bars, binding with wires or tack welding, supporting as required etc. all com-plete at all levels. **Thermo-Mechanically Treated steel bars. (Fe 500 D)**	MT	286.00
		water sealent for water tank		
25	**R3-CS-CW-52**	Providing and fixing hydrophilic water sealing materials (20mm x 10mm) of assorted profiles of approved make at construction joints at different locations during the construction of Basement Raft RCC and peripheral RCC Retaining wall, construction joints and at other water retaining structures like UG and OH tanks including creating necessary nominal trapezoidal key shape in the formwork finish or by mason's finish, including applying suitable adhesives and sealants as per particular specification and as recommended, supplied by the approved manufacturer for proper and highly secure bonding with sub-strate, rough / smooth and wet / dry, proper splicing and jointing at corners, T, L and X junctions using suitable glue, at all such locations, and as directed by Engineer in-charge.	mtr	78.00
26	**R3-CS-CW-58**	Extra for spreading broken glass pieces under pavement 0.12 cu.m. of broken glass pieces per 10 sq.m. of area.	Sqm	108.00
		Masonry Work		
		Brick work		
		Brick work with clay flyash F.P.S. (non modular) brick of class designation 3.5 and above in superstructure above plinth level up to floor five level in		
27	**R3-CS-MW-16-a**	Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	933.00
		Extra for brickwork		
28	**R3-CS-MW-6**	Extra for brick work / AAC block masonry / Tile brick masonry in super-structure all level, for each four floors or part thereof by mechanical means	Cum	156.00
		Plastering work		
		Ceiling Plastering		
29	**R3-CS-PL-07**	Providing and applying 12 mm thick internal plaster with neeru finish by us-ing ready-mix mortar as per manufacturers recommendations at all heights	Sqm	

Sr. No.	SOR Item No.	Description	Unit	Qty
		and locations for masonry (except stone masonry) and concrete surfaces including racking out joints, hacking of concrete surface, finishing, curing, scaffolding etc. complete.		
		Internal Plastering		
		Providing and applying 20 mm thick internal plaster with neeru finish at all heights and locations in cement mortar specified below in two coats for masonry (except stone masonry) and concrete surfaces including racking out joints, hacking of concrete surface, watering, finishing, curing, scaffolding etc complete as directed By Engineer In Charge.		
30	**R3-CS-PL-09-b**	In cement mortar 1:3	Sqm	6721.00
		Chajja Plastering		
	R3-CS-PL-14	Providing and applying 12 mm thick sand faced external cement plaster for soffit of slabs & stair, beams, columns, chajja etc. upto 10m from ground level and at all locations in cement mortar as specified below including providing water proofing compound to the first coat of plaster as per manufacturers specification, hacking of concrete surface, finishing, curing, scaffolding etc complete as directed By Engineer In Charge.		
31	**R3-CS-PL-14-c**	In cement mortar 1:3	Sqm	196.00
		External Plastering		
		Providing and applying 20 mm thick external sand faced cement plaster upto 10m from ground level and at all locations in cement mortar proportion specified below in two coats for masonry (except stone masonry) and concrete surfaces including providing water proofing compound to the first coat of plaster as per manufacturers specification, racking out joints, hacking of concrete surface, finishing, curing, scaffolding, etc complete as directed By Engineer In Charge.		
32	**R3-CS-PL-15-a**	In cement mortar 1:3	Sqm	2262.00
33	**R3-CS-PL-25**	Extra for every additional height of 3 m or part thereof above 10m from ground level for all types of external plastering.	Sqm	1483.00
34	**R3-CS-PL-34**	Providing & Fixing bird wired mesh/wired fabric (12.5mm x 24 SWG) in strips of 200 mm width or as required over junctions of concrete & brick / block masonry or any other specified location at all heights including minimum 200mm overlap at all joints / junction prior to plastering, drilling, nailing etc. complete as directed By Engineer In Charge.	Sqm	2965.00
35	**R3-CS-PL-35**	Extra for providing and mixing polypropylene fibers in mortar of internal and external plaster. The dose of 6mm long fibers shall be 125gms per 50 kg of cement bag or as per the manufactures specifications etc complete as directed by Engineer In Charge	kg	294.00
		Damp proof course		
36	**R3-CS-WP-20**	Providing and laying damp-proof course 50mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 12.5mm nominal size) including water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification.	Sqm	53.00
		Water-proofing Treatment		
		Terrace Water-proofing		
		Waterproofing the terrace slabs with average 100 mm thick, brick bats laid in cement mortar bed 1:4 filled with mortar 1:4 of total thickness 100 mm, laid to slope (1:100) with vata 15 cm, at the junction of walls and IPS **(CHINA**		

Sr. No.	SOR Item No.	Description	Unit	Qty
		MOISAC) (1:2:3) 40 mm thick with admixture, of approved water proofing compound, as per manufacturers specification laid after grouting the slab, finishing curing etc. complete as directed and specified. (Horizontal measurement clear between walls will be paid for).		
37	**R3-CS-WP-24**	Do with broken China mosaic flooring instead of IPS set in cement mortar (1:4) 40 mm thick	Sqm	499.00
		Water-proofing of Tank		
38	**R3-CS-WP-25**	Providing and installing crystalline waterproofing treatment to inside surfaces of the water retaining structures VERTICAL SURFACES : a) Treatment shall consist of preparation of surfaces including 'V' grooves at junctions and joints, pressure grouting the same and curing for specified period. b) Applying two coats of approved crystalline waterproofing compound at specified intervals as recommended by manufacturer and as directed by Engineer-in charge and allowed to cure. c) Plastering of walls and finishing smooth with 15 mm thick cement mortar 1:4 (1 cement : 4 fine sand) admixed with approved waterproofing compound in recommended proportions. HORIZONTAL SURFACES :d) Laying of 30 mm average thick cement concrete of mix 1:2:4 (1 cement : 2 coarse sand : 4 coarse aggregate of 12.5mm nominal size) admixed with approved waterproofing compound in recommended proportions, on floors to required gradient, including rounding of corners / junctions with walls and floors etc., and finished smooth and cured. Tank shall be tested by filling with water for required depth and maintaining it for 72 hrs. for checking the leakages. The rate includes giving 10 year guarantee for waterproofing on a Rs.100/- stamp paper in approved proforma.	Sqm	315.00
39	**R3-CS-WP-31**	Extra for providing additional thickness of brickbats over 100 mm in 1:5 c.s. either due to location of rain water pipes or due to increase in the travel length of flow of rain water or brick bats required in the sunk portion of baths, W.C.s nahani etc. The rate includes for fixing brickbats in C.M., with waterproofing compound as per specification as directed.	Cum	38.00
40	**R3-CS-WP-33**	Providing waterproofing treatment from outside to basement lift-pits and other under ground structures during construction. The treatment shall be started after the P.C.C. bedding for the base slab or raft slab is laid. On the P.C.C. bedding a waterproofing layer based on cement with rough shahabad stones of 20 to 25 mm thick well pointed in the joints with 1:3 C.S. 40 mm thick for floors and 20 mm thick for sides with cement float and water proofing compound as per specifications shall be laid. Then the surface shall be superimposed by regular R.C.C. raft or base slab as per design. After completion of the raft / base slab and side walls the treatment of waterproofing layer shall be continued along the outer surface of the walls upto a height of 30 cm above the adjacent ground level. (The excavation of the side around the walls shall be filled with soft earth by the contractor). The total thickness of the treatment shall be 65 mm to 75 mm for floors and 32 mm to 38 mm for walls.	Sqm	216.00
		Toilet water-proofing		
41	**R3-CS-WP-37**	Providing waterproofing treatment through specialized agencies as per their specifications to the flooring of water closets, bathrooms, kitchen, nahanies, washing places, sanitary blocks etc. by giving INJECTIONS with cement solution with water proofing compound into the floor slab so as to make it consistent, homogeneous and impervious against leakage, seepage etc. The sunk portion shall then be covered with brickbat waterproof coba in 1:5 c.s. of required thickness with necessary gradient for easy flow of water. Finally the floor shall be covered with joint less waterproof cement plaster in 1:3 c.s. 12	Sqm	153.00

Sr. No.	SOR Item No.	Description	Unit	Qty
		mm to 15 mm thick finished rough for receiving tiles. The average thickness of complete treatment shall not be less than 100 mm. The soil pan area will not be deducted. (After completion of work leakage test shall be carried out after impounding the water for 7 days without any extra cost. The actual treated area will be measured and paid for).		
		Dado water-proofing		
	R3-CS-WP-38-a	Providing waterproofing treatment through specialized agencies to the dado portion of the R.C.C. side walls upto 1.5 m height from floor area of water closets, bath-rooms, kitchens, washing places, sanitary blocks etc. by giving „INJECTIONS‟ treatment with waterproofing compound and cement solution. The walls will then be plastered with waterproof cement plaster in 1:4 c.s. 12 mm to 15 mm thk. Finally the walls shall be covered with jointless waterproof plaster in 1:3 c.s. 12 to 15 mm thick finished rough for receiving tiles. The average thickness of complete treatment shall not be less than 25 mm. (The actual treated area will be measured and paid for).		
42	**R3-CS-WP-38-b**	Do- -Do- brickwall without injection treatment.	Sqm	863.00
		Chajja waterproofing		
43	**R3-CS-WP-49**	Providing & Making Waterproofing Treatment to the Chajja by finishing top surface with 20 mm thick 12 C.M. plaster with addition of approved water proofing compound as per manufacturers specifications and neat cement finish,including drip moulding at edge ,at bottom of chajja & cement vatta above chajja along the junction with wall etc complete. as per FMB item No. 5.22 but for new surfaces & as directed by the Engineer-In-Charge.	Sqm	171.00
		Painting work		
		White/colour wash Lift shaft		
44	**R3-CS-PN-1**	Providing and applying three coats of White/colour wash to any surface with lime wash prepared from quick lime of best quality by adding blue/colour pigments and glue of approved colour, quality in required quantities at all height and locations as directed including scaffolding, cleaning and preparing surfaces for painting with broom, coir and sand paper if necessary or by any other approved means etc. complete as directed by Engineer-in-charge.	Sqm	458.00
		Ceiling		
45	**R3-CS-PN-3**	Providing and applying first single coat of approved primer and two coats of acrylic distemper (oil bound distemper) of an approved make and colour as per manufacturers specifications to any surface, at all height and locations as directed including scaffolding, cleaning and preparing surfaces for painting with broom by any approved means, etc. complete as directed by Engineer-in-charge.	Sqm	440.00
		Internal		
	R3-CS-PN-4	Providing and applying first single coat of approved primer and two coats of synthetic enamel paint/flat oil paint of an approved make and colour as per manufacturers specifications to surfacesspecifird below, at all height and locations as directed including scaffolding, cleaning and preparing surfaces for painting by any approved means etc. complete as directed by Engineer-in-charge.		
46	**R3-CS-PN-4-a**	For plastered wall surface	Sqm	6721.00
		External		
	R3-CS-PN-12	Providing and applying first single coat of approved primer and two coats of anti-algal, anti-fungal, exterior paint as specified below of an approved make		

Sr. No.	SOR Item No.	Description	Unit	Qty
		and colour as per manufacturers specifications to any surface, upto 10m height from ground level and at all locations as directed including preparing surfaces for painting by any approved means, scaffolding, cleaning and curing etc. complete as directed by Engineer-in-charge.		
47	**R3-CS-PN-12-a**	By using acrylic based exterior paint	Sqm	2309.00
48	**R3-CS-PN-15**	Extra over item no. CS-PN-7 to CS-PN-12 on exterior painting work of height more than 10 m from ground level for additional height of 3m or part thereof.	Sqm	1393.00
49	**R3-CS-PN-24**	Providing and laying 2mm thick antifungal self levelling Epoxy flooring on concrete substrate including coving at floor wall junction & including necessary surface preparation using cleaning, dedusting, applying suitable primer including Aisle or zone marking in different colours etc. complete as per manufacturers specifications and as directed by Engineer In Charge.	Sqm	990.00
		Flooring		
		Kota Stone Flooring		
		Providing and laying polished natural stone as specified below (Machine cut) of an approved quality and size for paving /flooring in plain and/or diamond /approved pattern including cement mortar bedding of 25 mm thick in 1:4 proportion, cement float, machine cutting, dressing, leveling, jointing, filling the joints with neat cement slurry or with required pigment, machine polishing at site, curing, finishing, etc complete as directed by Engineer In Charge.		
50	**R3-CS-FL-01-c**	25 to 30 mm thk. Kota stone of size 0.430m x0.56m (17"x22")	Sqm	469.00
51	**R3-CS-FL-01-k**	18 mm thk. Ruby red, jet black, Hasan green Granite tiles/slab	Sqm	
		Providing and laying polished natural stone strips upto 100mm wide as specified below (Machine cut) 25-30 mm. thick of an approved quality and size for paving /flooring including cement mortar bedding of 25 mm thick in 1:4 proportion, cement float, machine cutting, dressing, leveling, jointing, filling the joints with neat cement slurry or with required pigment, machine polishing at site, curing, finishing, etc complete as directed by Engineer In Charge.		
52	**R3-CS-FL-02-g**	18 mm thk. Jaisalmer Stone	Rmt	
		Providing and laying polished natural stone strips upto 100 mm wide as specified below (Machine cut) 25-30 mm. thick of an approved quality and size for paving /flooring including cement mortar bedding of 25 mm thick in 1:4 proportion, cement float, machine cutting, dressing, leveling, jointing, filling the joints with neat cement slurry or with required pigment, machine polishing at site, curing, finishing, etc complete as directed by Engineer In Charge.		
53	**R3-CS-FL-02-j**	18 mm thk. Ruby red, jet black, Hasan green Granite tiles/slab	Rmt	
		Ceramic Flooring		
		Providing and laying 8mm thk. ceramic tiles as specified below conforming to I.S.15622-2006 for flooring of an approved, quality, make, size and pattern /design, for flooring including cement mortar bedding of 25 mm thick in 1:4 proportion, neat cement float, cutting, leveling, jointing, filling the joints by neat cement slurry or approved colour grout, curing, finishing etc complete as directed by Engineer In Charge.		
54	**R3-CS-FL-07-c**	Light coloured antiskid / matt ceramic tiles	Sqm	153.00

Sr. No.	SOR Item No.	Description	Unit	Qty
		Vitrified Flooring		
		Providing and laying 800 x 800 x 9 to 10 mm thk. vitrified tiles as specified below conforming to I.S.15622-2006 with water absorbtion less than 0.08% for flooring of an approved, quality, make, pattern and size for flooring including cement mortar bedding of 25 mm thick in 1:4 proportion, cutting,leveling, jointing, filling the joints by neat cement slurry or approved colour grout, curing, finishing etc complete as directed by Engineer In Charge.		
55	**R3-CS-FL-9-c**	Light coloured antiskid / matt vitrified tiles	Sqm	1875.00
56	**R3-CS-FL-9-d**	Dark coloured antiskid / matt vitrified tiles	Sqm	
		Interlocking Paving Block		
57	**R3-CS-FL-15**	Providing and fixing 50 mm thick precast concrete interlocking paving block of concrete grade M30 for non traffic areas like footpath, paving etc. and as per the approved size, pattern, shape, colour, make, conforming to IS 15658, including 30mm thick sand bedding and edge confinements in cement mortar 1:3, laying in perfect line and grade etc. complete.	Sqm	
		Risers of staircase		
		Providing and fixing polished natural stone tiles /slab as specified below of approved quality, pattern and colour for flush/projected skirting and risers including preparing the surface and levelling in the desired line, backing of 20 thk. cement mortar in porportion 1:3, square cut top edge or chamfered top edge in cement mortar 1:3, cement float, machine cutting, leveling, jointing, filling the joints with neat cement or pigment mixed with cement, polishing, finishing, curing etc complete as directed by Engineer In Charge.		
58	**R3-CS-FL-21-d**	15 to 20mm thk. Kota stone for height upto 150 mm	Rmt	230.00
59	**R3-CS-FL-21-j**	15 to 20 mm thk. Ruby red, jet black, Hasan green Granite tiles/slab for height upto 150 mm	Rmt	230.00
		Skirting over Dado (Granite) bottom+mid+top		
		Providing and fixing polished natural stone tiles /slab as specified below of approved quality, pattern and colour for flush/projected skirting and risers including preparing the surface and levelling in the desired line, backing of 20 thk. cement mortar in porportion 1:3, square cut top edge or chamfered top edge in cement mortar 1:3, cement float, machine cutting, leveling, jointing, filling the joints with neat cement or pigment mixed with cement, polishing, finishing, curing etc complete as directed by Engineer In Charge.		
60	**R3-CS-FL-21-k**	15 to 20 mm thk. Steel Gray Granite for height upto 150mm	Rmt	200.00
		Ceramic Dado		
		Providing and fixing 8mm thk. ceramic tiles as specified below conforming to I.S. 15622-2006 of approved quality, pattern and colour for dado in the wet area including preparing the surface and levelling in the desired line, backing of 20 thk. cement mortar in porportion 1:3 with approved waterproofing compound, square cut top edge or chamfered top edge in cement mortar 1:3, cement float, machine cutting, leveling, jointing, filling the joints with neat cement slurry or approved colour grout, finishing, curing etc complete as directed by Engineer In Charge.		
61	**R3-CS-FL-32-a**	Light coloured glazed ceramic tiles	Sqm	863.00
		Treads of Staircase		

Sr. No.	SOR Item No.	Description	Unit	Qty
	R3-CS-FL-39	Providing and fixing rough natural stone slab as specified below of approved quality, pattern and colour for treads including preparing the surface and levelling in the desired line, in cement mortar 1:4, cement float, machine cutting, leveling, jointing, smooth cement plastering along the sides to match the existing surface in cement mortar 1:3, filling the joints with neat cement or pigment mixed with cement, polishing, finishing, curing etc complete as directed by Engineer In Charge.		
62	**R3-CS-FL-39-c**	Kota stone for width upto 300 mm	Rmt	244.00
63	**R3-CS-FL-39-e**	Ruby red, jet black, Hasan green Granite for width upto 300 mm	Rmt	244.00
		Door Granite Frame		
	R3-CS-FL-44	Providing and fixing all sides polished natural stone as specified below of approved quality, pattern, colour and thickness for door and window frames / architraves including preparing the surface and levelling in the desired line, machine cutting, jointing in approved adhesives, leveling, smooth cement plastering along the sides to match the existing surface in cement mortar, filling the joints with pigment mixed with cement, cleaning, finishing, curing etc complete as directed by Engineer In Charge..		
64	**R3-CS-FL-44-d**	With Ruby red, jet black, Hasan green Granite	Rmt	169.00
		Stone architraves for windows		
	R3-CS-FL-44	Providing and fixing all sides polished natural stone as specified below of approved quality, pattern, colour and thickness for door and window frames / architraves including preparing the surface and levelling in the desired line, machine cutting, jointing in approved adhesives, leveling, smooth cement plastering along the sides to match the existing surface in cement mortar, filling the joints with pigment mixed with cement, cleaning, finishing, curing etc complete as directed by Engineer In Charge..		
65	**R3-CS-FL-44-d**	With Ruby red, jet black, Hasan green Granite	Rmt	380.00
		Wash basin counter + Kitchen Platform		
		Providing and constructing raised platform of 750 mm wide and 600 to 750mm high using minimum 40mm thick polished kadappa stone slab base with minimum 15mm thk. polished stone top as specified below of approved quality, colour and texture, supported by both side polished, 40mm thk. and minimum 700mm wide kadappa spaced at not more than 1200mm clear, including polished facia of min. 100mm height as specified below with champhered/rounded at the top edges, jointing in approved adhesives, machine cutting, making opening for sink and fixing the same in position, leveling, smooth cement plastering along the sides to match the existing surface in cement mortar, filling the joints with pigment mixed with cement, cleaning, finishing, curing etc complete as directed by Engineer In Charge. (The cost of providing the sink shall be paid extra as per plumbing items)		
66	**R3-CS-FL-46-c**	Ruby red / jet black / Hasan green Granite slab at top and facia	Rmt	24.00
		Kitchen Shelf		
		Providing and fixing the both face polished natural stone as specified below for shelf including making the slots for support, cutting, jointing in approved adhesives or any other approved means, filling the joints with neat cement		

Sr. No.	SOR Item No.	Description	Unit	Qty
		motar with neat smooth plastering as required etc. complete as directed by Engineer-In-Charge.		
67	**R3-CS-FL-47-d**	18mm thk. Ruby red / jet black / Hasan green Granite	Sqm	
		Granite stone plaque for inauguration		
68	**R3-CS-FL-50**	Providing and fixing 20mm to 25 mm thk. polished jet black granite stone plaque for inauguration of approved quality including preparing the surface and levelling in the desired line, cement float, machine cutting, leveling, jointing, filling the joints with neat cement, finishing, curing etc complete as directed by Engineer In Charge.	Sqm	
		Engraving the letters of sizes specified below in golden or any other approved colour on granite stone etc. complete as directed by Engineer In Charge.		
69	**R3-CS-FL-51-a**	Letters upto 30mm in any language as directed.	Nos	220.00
70	**R3-CS-FL-51-b**	Letters above 30mm and upto 50mm in any language as directed.	Nos	220.00
71	**R3-CS-FL-51-c**	Border line upto 12mm thk.	Rmt	550.00
72	**R3-CS-FL-55**	Mirror Polishing on marble work/ granite work/ stone work to give high gloss finish including levelling the surface neat, cleaning etc. complete as directed by Engineer In Charge	Sqm	2817.00
		Rounding/moulding		
73	**R3-CS-FL-57**	Rounding the edge in half round shape of the stonework specified below including high gloss machine polishing as directed by Engineer In Charge. Shahbad stone/ Kadappa stone/ Tandur stone/ Kota stone/ Any type of marble/ Any type of Granite stone	Rmt	680.00
		Champhering		
74	**R3-CS-FL-58**	Champhering the edge of the stone work specified below including high gloss machine polishing as directed by Engineer In Charge. Shahbad stone/Kadappa stone/ Tandur stone/ Kota stone/ Any type of marble/ Any type of Granite stone	Rmt	767.00
		Skirting		
75	**R3-CS-FL-81**	Providing & fixing skirting of Vitrified mirror finish size of 100x10 mm thick (Nitco, Euro, Bell) of approved make & shade and pattern for flooring in required position laid on CM: 1:4 including neat cement slurry, filling joints with colour pigments of matching shade, curingand cleaning etc. complete.	Rmt	370.00
		Jambs and Sills		
76	**R3-CS-FL-84**	Providing & fixing 20+2mm thick machine cut mirror polish 1st quality Granite window sill (black galaxy or approved shade) including edge polishing, backing coat of 1:4 cement plaster / mortar/cement paste , cleaning etc. complete as per Architects details drawing and design. (Basic rate of granite is Rs.3600/-Sq.m.)	Rmt	388.00
		Urinal Partitions		
77	**R3-CS-FL-93**	Providing & fixing 20mm +/- 2mm thick both side mirror polished approved colour Granite Urinal partitions of 600 mm wide & 1550 mm high with round edges moulding and fixed in C.M. 1:2and filling joints in white cement mixed with pigment to match the colour of granite including curing, cleaning etc.complete.(Basic Rate Rs 3600/sqm)	Each	20.00
		Wood Work		

Sr. No.	SOR Item No.	Description	Unit	Qty
78	**R3-CS-WW-41**	Providing and fixing on site VENEER FINISH WALL PANELING made by using approved quality seasoned T.W. framing of 38 x 25 mm at approximately600 x 450 mm center to center or as per site conditions and covered by12 mm thick marine ply generally confirming to I.S.303 /I.S.710-1980 finished with 3 mm thick group match veneer of approvedquality with groove pattern including all necessary end mouldings, moulding pattern, and melamine polish. Antitermite treatment toplywood and woodwork etc.including all leads & lifts complete as perArchitects detailed drg. & design and as instructed by The Engineer In Charge (Basic Veneer Rate Rs.75/-per sft)	Sqm	
		Carriageway Interlocking		
79	**R3-RW-3-20**	Providing & Fixing in the carriageway interlocking 100 mm thick gray cement concrete unishape pavers in Red (Terra Cotta), Black, Brown or any colour unishape (monolithic-single layer precast concrete blocks) with pigment @ 3% by weight of cement having average crushing strength of 50 N/sq.m.m., placed on uniformly graded river sand cushioning of average compacted thickness 25 mm with proper compacting with mechanical compactor with the proper level, grade and camber etc. complete as specified and as directed by the Engineer.	Sqm	
		MS Safety grill		
		Providing and Fixing MS Safety grill of weight specified below for windows as per design including fabricating the grill using M.S. square / round bar, flats and angles including painting with one coat of red oxide zinc chromate primer and two coats of synthetic enamel paint of approved colour and brand etc complete as directed.		
80	**R3-CS-SL-12-c**	Grill weighing 20 to 25 kg / sqm	Sqm	173.00
		Providing, fabricating and fixing M.S. grill work as per approved design and as per weight specified below to fencing / compound mades out of square / round bars, M.S. flats, angles, with necessary holdfast including painting with one coat of red oxide zinc chromate primer and two coats of approved synthetic enamel paint etc. complete as directed by Engineer In Charge.8		
81	**R3-CS-SL-14-b**	Mild steel grill of weight 15 to 20 Kg/sq. m	Sqm	**73.00**
		Steel works		
82	**R3-CS-SS-01**	Providing, detailing, fabricating and fixing at desired location using hot rolled sections and MS Plates of grade Fe 250 as per specifications and approved fabrication drawings (which are to be prepared by Contractor and got approved from Engineer), transporting to site and erecting structural steel members for all heights & at all levels including provision of necessary erection bolts, fixing bolts, nuts, washers, cleats, stiffeners, gussets, base plate, and all necessary fixtures and operations like preheating as per specifications, straightening, bending, cutting, drilling, grinding, machining if specified, welding, grinding and removing the welding burr and preparing surface for painting with wire brush cleaning and applying two coats of epoxy red oxide zinc phosphate primer of 30 microns each and two coats of Epoxy Corrosion Resistant Enamel paint of 30 microns after fabrication including touching up with spray painting after erection etc complete as directed by Engineer In Charge. (The qty. for this item shall be measured for gusset plates, base plates, bolts in M.T.)	MT	5.00
		GI cold formed sections		

Sr. No.	SOR Item No.	Description	Unit	Qty
83	**R3-CS-SS-03**	Providing, detailing, fabricating and fixing erecting GI cold formed sections (GSM 120 Min), confirming to the physical specifications of ASTM A-607 (Grade 50) having minimum yield strength of 345 N/mm2 and as per specifications and approved fabrication drawings (which are to be prepared by Contractor and got approved from Engineer) for all heights & at all levels including transportion of the same to site, erection, provision of necessary erection bolts, fixing bolts, nuts, washers, cleats, and all necessary operations like straightening, cutting, drilling as specified, welding, cleaning, grinding and removing the welding burr etc. complete as directed by Engineer In Charge.	MT	**1.00**
		Entrance Gates		
84	**R3-CS-SS-15**	Providing, detailing, and fabricating as per specifications, transporting to site and erecting MS Openable / Sliding / Ornamental Entrance Gates including track and wheel, locking arrangement, fixing bolts, nuts, washers, cleats, stiffeners, gussets decorative balusters, arrow heads etc. and all necessary operations like straightening, bending, cutting, drilling, grinding, machining if specified, welding etc. complete weighing 25 to 30 kg/Sqm, including cleaning, Grinding and removing the welding burr and preparing surface and applying one coat of red oxide zinc chromate primer and one coat of Synthetic Enamel paint after fabrication and second coat of Synthetic Enamel paint after erection, with approved colour, shade and brand etc. including touching up with primer etc. complete as directed by Engineer In Charge.	Sqm	9.00
		Ladder for OHWT		
85	**R3-CS-SS-22**	Providing, detailing, and fabricating as per specifications, transporting to site and erecting M.S.ladder using hot rolled sections, hollow pipes (Hollow pipes conforming to IS1239 part1and2) including, fixtures and fastenings ,cleats, stiffeners, gussets, etc. and all necessary operations like straightening, bending, cutting, drilling, grinding, machining if specified, welding, removing the welding burr,cleaning etc., fixing incement concrete block of grade M15, and preparing surface, applying one coat of redoxide zinc chromate primer and one coat of Synthetic Enamel paint after fabrication and second coat of synthetic enamel paint at ererection ,with approved colour,shade and brand etc.complete as directed by Engineer In Charge. (Storage tank)	Kg	2333.00
		SS pipe Handrailing		
86	**R3-CS-SS-31**	Providing, fabricating & fixing in position S.S. 304 grade pipe railing for staircase consisting of 18 gauge 50 mm dia. S.S.pipe as top rail,18 gauge 40 mm dia S.S. pipe as verticals, 18 gauge 25 mm dia as secondary rails, including fixing the verticals to the staircase pardi by means of base plate with socket & anchor fasteners,grinding the welded portion smooth,buffing, protecting the railing members by means of wrappers during construction etc. complete as directed by the Engineer in charge.	Rmt	
		Wooden Works		
		Door Architrave		
87	**R3-CS-WW-11**	Providing and fixing 38 mm x 12mm thick teak wood decorative cover moulding around frame of doors, windows and cupboards etc. completed as directed.	Rmt	156.00
88	**R3-CS-WW-13**	Providing and fixing vision panel of size 300mm x 300mm in any type of door with 6mm thick glass including T.W. beading etc. complete as directed bt Engineer in charge.	Nos	22.00
		Door Shutters (single shutter)		

Sr. No.	SOR Item No.	Description	Unit	Qty
		Providing and fixing superior quality factory made phenol bonded solid core single leaf flush commercial door shutter of thickness as mentioned below and of approved make conforming to IS: 2202 (Part I, II) with 12mm thk. teak wood lipping all around, 3mm thk. commercial veneer on external face with three coats of french polish and 150mm x 60 mm or 125 mm x 75 mm C.P. teak wood frame with glazed fanlight with 4mm thk. glass including bright finished or black enameled mild steel butt hinges, approved fixtures, fastening, hooks, eyes, screws and painting the frame and interior side with one coat of primer, putty and two coats of synthetic enamel paint of approved make and colour etc. complete as directed by Engineer in charge.		
89	**R3-CS-WW-17-c**	35mm thick shutter	Sqm	3.00
		Door Shutters (Double shutter)		
		Providing and fixing superior quality factory made phenol bonded solid core double leaf flush commercial door shutter of thickness as mentioned below and of approved make conforming to IS: 2202 (Part I, II) with 12mm thk. teak wood lipping all around, 3mm thk. commercial veneer on external face with three coats of french polish and 150mm x 60 mm or 125 mm x 75 mm C.P. teak wood frame without fanlight including including bright finished or black enameled mild steel butt hinges, approved fixtures, fastening, hooks, eyes, screws and painting the frame and interior side with one coat of primer, putty and two coats of synthetic enamel paint of approved make and colour etc. complete as directed by Engineer in charge.		
90	**R3-CS-WW-18-d**	40mm thick shutter	Sqm	10.00
		False Ceiling		
	R3-CS-WW-21	Providing & Fixing False Ceiling comprising of following material including fixing in galvanized steel sections with white color coated cap comprised of main tee 34 mm x 24 mm (heavy duty as per ASTMC - 635 standard tested) with pre-punched cross tee slots (at every 100 mm c/c) to be placed at 1200 mm c/c, suspended with 4 mm GI (TATA MAKE) straightened wire at every 1.2 mtr, other end of the wire provided with GI J hook & nut. All the false ceiling panels around the perimeter of the false ceiling & around the RCC columns shall rest on the perimeter G.I. molding of size 19 mm x 19 mm which is fixed to the walls with help of rawal plug & GI screw at the same level as false ceiling. The cross tee of 1200 mm length (26 mm x 24 mm wide Heavy duty) shall be locked in main tee at every 600 mm c/c. to form grid of 600 x 1200 mm. Further 600 mm long tee need to be locked in to 1200 mm tee to make the final grid of 600 mm X 600 mm, including making provision for cutouts and / or trap door for electrical and mechanical systems, etc complete as directed by Engineer In charge.		
91	**R3-CS-WW-21-b**	With India Gypsum PVC laminated 9.5 mm thk 'POLYSHIELD' tiles having metal polyester backing with Humidity Resistance of 99% RH, Average NRC 0.55, dncw 34dB, Light Reflectance >80%, Thermal Conductivity k = 0.052 – 0.057 Colour White, Fire Performance Class 0/Class 1 (BS - 476) with life time warrantee against sag in module size 595 mm X 595 mm X 9 mm thick at required height above FFL.	Sqm	
92	**R3-CS-WW-23**	Providing and fixing **trap door** in the Gypsum board / POP ceiling system for elecrical and mechanical utilities with 18mm thk. plywood shutter and 12mm thk. teak wood lipping all around including wooden / G.I. frame with supports, fixtures, fastenings etc. complete as directed.	Sqm	2.00

Sr. No.	SOR Item No.	Description	Unit	Qty
93	**R3-CS-WW-31**	Providing and fixing fire doors with 2 hour fire rating conforming to IS: 3614 (Part 2), BS 476(Parts 20 & 22), ISO 834 ; 45 mm thick fully flush, double skin door shell with lock seam joints at stile edges made from 1.25 mm thick galvanized steel sheet including door frames made from 1.6 mm thick galvanized steel sheet formed to double rebate profile of size 143 mm x 57mm as per manufacturer's instructions, door frames and shutter primed with Zinc Phosphate stoving Primer and finished with Polyurethane Aliphatic grade or epoxy paint including ironmongery consisting of stainless steel ball bearing butt hinges 3 mm thick fixed flush to the frame and shutter, full width horizontal handles (panic bar), concealed flush bolts, door closers, other standards fixtures and fasteners, etc. complete for the following clear opening sizes: Item to include all necessary fixtures and fastenings [fire rated] including heavy duty SS hinges min 4 per shutter, tower bolts, door stoppers, handles, mortise lock, push plates, kick plates, door closers, etc. Complete. Single leaf shutter without glass vision panel.	Sqm	178.00
		Aluminum Window		
		Aluminum Louvered Window		
94	**R3-CS-AW-04**	Providing and fixing in position aluminum louvered window with anodised aluminum frame of approved make and of size 40mm x 20mm x 2.0mm (wt. 0.605 kg/Rm) including adjustable aluminum frame, 4 to 6mm thk. frosted glass, fixtures and fastenings etc. complete as directed by Engineer In Charge.	Sqm	19.00
		Mosquito net for Louvered Window		
95	**R3-CS-AW-16**	Providing and fixing SS Mosquito mesh in anodised (anodic film must not be less than 15 microns i.e. AC-15 as per IS, the anodising must be scaleted by keeping the anodized section in boiling de-anodized water for a period of one hour) aluminium shutter fixed in sliding / openable / fixed windows conforming to IS:1948-1961 as per drawing and directed by Engineer In Charge. (Note: For Aluminum Sections, total weight shall be upto 3.5 kg/sq.m.)	Sqm	19.00
		Window		
96	**R3-CS-AW-06**	Providing and fixing in position side hung window with friction hinges, made up of extruded modular and anodised aluminum section of approved make and of size 38.10 mm x 25.40 mm x 1.44 mm thk (wt. 0.471 kg/Rm) for outer rectangular tube, 40 mm x 31.5 mm x 1.5 mm (wt. 0.549 kg/Rm) for outer frame, 40 mm x 31.50 mm x 1.50 mm thk (wt. 0.502 kg/Rm) for central mullion, 40 mm x 31.50 mm x 1.50 mm thk (wt. 0.549 kg/Rm) for shutter frame and 16.50 mm x 14.50 mm x 1.20 mm thk (wt. 0.157 kg/Rm) for glazing clip with 5 mm thick plain / frosted / tinted glass including neoprene gasket, fixtures, fastenings and accessories like handles, hinges, locking arrangement etc. complete as directedby Engineer In Charge. (Note: anodic film must not be less than 15 microns i.e. AC-15 as per IS, the anodizing must be scaleted by keeping the anodized section in boiling de-anodized water for a period of one hour)	Sqm	173.00
		Hardwares / Door Accessories		
		Morties lock		
		Providing and fixing mortise lock of approved make manufactured as per IS:2209 and 6607 and as described below for doors with necessary fixtures and materials and labour etc. complete.		
97	**R3-CS-HW-01-b**	Chromium plated Brass mortice latch and lock	Nos	82.00
		Door Stoper		

Sr. No.	SOR Item No.	Description	Unit	Qty
	R3-CS-HW-03	Providing and fixing door stopper as described below of approved make manufactured as described below and as per IS:1823- 1992 for doors with necessary materials and labour cost etc. complete.		
98	**R3-CS-HW-03-c**	Stainless steel door stopper	Nos	82.00
		Butt Hinges		
	R3-CS-HW-04	Providing and fixing butt hinges as described below, manufactured as per relevant IS for door & windows with necessary materials and labour costs etc. complete.		
		Standard Stainless Steel hinge		
99	**R3-CS-HW-04-d-2**	100 mm Long	Nos	489.00
		Aldrops		
	R3-CS-HW-06	Providing and fixing aldrops of 16 mm diameter bars manufactured as per IS:2681-1991, wherever they apply for doors and windows with necessary materials and labour etc. complete.		
		Standard Stainless Steel make Aldrop		
100	**R3-CS-HW-06-d-2**	300 mm long.	Nos	82.00
		Tower Bolt		
	R3-CS-HW-08	Providing and fixing tower bolts as described below conforming to IS:204-1992 (Part I,II) for doors & windows with necessary materials and labour etc. complete.		
		C] Standard stainless steel		
101	**R3-CS-HW-08-c-1**	100 mm long.	Nos	65.00
102	**R3-CS-HW-08-c-2**	150 mm long.	Nos	82.00
		Handles		
	R3-CS-HW-09	Providing and fixing handles as described below, manufactured as per IS:208-1992 for doors and windows and with necessary materials and fixtures like screws etc. and all labour etc. complete.		
		D] Standard Stainless Stee		
103	**R3-CS-HW-09-d-2**	150 mm long.	Nos	81.00
104	**R3-CS-HW-09-d-3**	200 mm long.	Nos	82.00
		Door Closer		
	R3-CS-HW-11	Providing and fixing hydraulic door closer of approved make manufactured as per IS:3564 for doors with necessary materials and labour cost etc. complete.		
105	**R3-CS-HW-11-b**	Medium (for shutter weighting from 36 – 60kg)	Nos	82.00
		Magnetic Door stopper		
106	**R3-CS-HW-13**	Providing and fixing magnetic type floor door stopper of approved make including necessary screws, fixtures, materials and labour etc. complete.	Nos	82.00
		Hooks for fans		
107	**R3-CS-RM-12**	Providing and fixing 16 mm M.S. Fan clamps of standard shape and size in existing R.C.C. slab including cutting chase, anchoring clamp to reinforcement bar, including cleaning, refilling, making good the chase with matching concrete, plastering and painting the exposed portion of the clamps complete.	Nos	66.00

Sr. No.	SOR Item No.	Description	Unit	Qty
108	**R3-CS-RM-17**	Pumping out water caused by springs, tidal or river seepage, broken water mains or drains and the like.	Shift	**3000.00**
		Curtain Rods		
109	**R3-CS-RM-109**	Providing and fixing in position Curtain rod of aluminium colour anodized circular tubular section including the fixing sockets on both sides.	Rmt	
		Curtains		
110	**R3-CS-RM-110**	Stitching of Curtains for windows and doors and fixing the same with approved fabric and buttons, accessories, etc complete.	Sqm	
111	**R3-CS-RM-117**	Providing and constructing discharge ring well of 1.5m dia and depth upto 6m made of RCC pipe collar including excavation and stacking the soil and disposing as per the instructions of engineer-in-charge, pumping of water, lowering the collars by means of lifting tackles and filling with gravels and boulders from outside of the circumference of the collar so as to allow infiltration of ground water inside the well through the gap between the collars.	Each	**2.00**
		Kick plate		
112	**R3-CS-RM-123**	P/F 1.50mm thick SS 304 kick plates to all surface in approved design with ss screws /araldite with buffing etc. complete	Sqm	
		PVC Door		
113	**R3-CS-PV-08**	Providing and fixing 30mm thick factory made panel PVC door shutter consisting of frame made out of M.S. tubes of 19 gauge thickness and size of 19mm x 19mm for styles and 15x15mm for top & bottom rails. M.S. frame shall have a coat of steel primers of approved make and manufacture . M.S. frame covered with 5mm thick heat moulded PVC 'C' channel of size 30mm thickness, 70mm width out of which 50mm shall be flat and 20mm shall be tapered in 45degree angle on either side forming styles; and 5mm thick, 95mm wide PVC sheet out of which 75mm shall be flat and 20mm shall be tapered in 45 degree on the inner side to form top and bottom rail and 115mm wide PVC sheet out of which 75mm shall be flat and 20mm shall be tapered on both sides to form lock rail. Top, bottom and lock rails shall be provided either side of the panel. 10mm (5mm x 2) thick, 20mm wide cross PVC sheet to be provided as gap insert for top rail & bottom rail. panof 5mm thick both side PVC sheet to be fitted in the M.S. frame welded/ sealed to the styles & rails with 7mm (5mm+2mm) thick x 15mm wide PVC sheet beading on inner side, and joined together with solvent cement adhesive. An additional 5mm thick PVC strip of 20mm width is to be stuck on the interior side of the 'C' Channel using PVC solvent adhesive etc. complete as per Manufacturer's specification, drawing and as directed. (for W.C. and bathroom door shutter).	Sqm	
		Polycarbonate corrugated sheet Roofing for Duct area		
114	**R3-CS-RW-08**	Providing and fixing in position UV resistant, fire retardant, virtually unbreakable and temperature resistant (-40° C to +130° C) Polycarbonate corrugated sheet of 2mm thickness for roof of approved make to match the roof profile at any height with G.I. J hooks bolts of G.I. clamps nuts & bolts or with self drilling fastener and EPDM washer etc. complete as directed.	Sqm	5.00
		Rain Water Harvesting Pipe		
	R3-CS-RW-16	Providing and fixing UV resistant selffit UPVC pipes of approved make for Rainwater downtakes confirming to IS 13592:1992 Type A suitable for 4kg/sqcm pressure for following pipe diameters including rain water receiving recess with pvc plug bend necessary fittings such as offsets shoes, fixing the pipes on wall with clips filling the joints with solvent/cement and necessary scafolding etc. complete as directed by Engineer In Charge.		

Sr. No.	SOR Item No.	Description	Unit	Qty
115	R3-CS-RW-16-a	75mm dia	Rmt	8.00
116	R3-CS-RW-16-b	100mm dia	Rmt	8.00
117	R3-CS-RW-16-d	200mm dia	Rmt	4.00
	R3-CS-PS-88	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc. Internal work - Exposed on wall		
118	R3-CS-PS-88-f	50 mm nominal outer dia Pipes	Rmt	8.00
119	R3-CS-RW-15	Providing and fixing box type gutter of width 350 mm and depth 250 mm clear inside, made of 22 gauge G.I.sheets with socket type opening on top to receive ferrules from longitudinal truss gutters and ferrules at end, with all the fixtures and fastenings and three coats of synthetic enamel paint, gutters to be supported on M.S. flat hangers 750 MM C/C which are fixed on top as directed and laid to proper slope, as specified including making necessary connections with rain water pipes etc complete and as directed. (Rate includes cost of hangers, the fixing charges, 3 coats of synthetic enamel paint, and welding if required).	Rmt	80.00
120	R3-CS-RM-117	Providing and constructing discharge ring well of 1.5m dia and depth upto 6m made of RCC pipe collar including excavation and stacking the soil and disposing as per the instructions of engineer-in-charge, pumping of water, lowering the collars by means of lifting tackles and filling with gravels and boulders from outside of the circumference of the collar so as to allow infiltration of ground water inside the well through the gap between the collars.	Each	2.00
121	R3-CS-PS-274	Providing & fixing C.I. Manhole covers with frames / rings for R.C.C., underground water storage tanks, sizes of covers. (600mm dia.) NOTE:- should be provided with locking arrangement	Nos	2.00
122	R3-CS-RM-17	Pumping out water caused by springs, tidal or river seepage, broken water mains or drains and the like.	Shift	100.00
123	R3-CS-PS-126	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, ISI : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	per litre	10000.00
124	R3-CS-PS-267	Providing and fixing in any position 160 mm dia PVC ball valve with all required fittings and labours for rainwater downtake pipe for the purpose of first flush	Nos	2.00
125	R3-CS-PS-271	Providing & fixing Rainy online filter at any location comprising of 200 mm dia three layer PP-R pipe PN-10 (SDR11) class including filter media of graded sand of size 4.75 mm to 12 mm with synthetic/noncorrosive metalic mesh with necessary bracketing, with 160 mm dia PVC ball valves, 2 nos. of 100 mm dia PVC ball valves for backwash with 2 no. od plastic D joint to facilitate separation of filter assembly for maintenance, wit hall necessary fittings such as reducers, tees, fittings, and necesary fasteners etc. complete as directed	Nos	2.00
		Kerb stone		

Sr. No.	SOR Item No.	Description	Unit	Qty
126	**R2-RW-10-50**	Providing and fixing of cement concrete Kerb Stone of various grades of size: 500mm width x 325 height x 165mm thick (Half Batter, Bull Nose / Full Batter) manufactured in wet press vacuum dewatering technology plant / equivalant with face pimple finish for high visibility with excellent quality and finish and edges perfect and sharp. Grade – M-25. Including excavation in any soil except rock, laying a leveling course of M 15 grade RMC 100mm. thick, to required slope (inclusive of form work) jointing in C.M.1:2 proportion flush to concrete surface, painting exposed surface with one coat of primer and two coats of 1st grade road marking paint in the yellow/white/black or any shade as directed. (Kerbstones shall be procurred from MCGM registered agencies).	Rmt	97.00
127	**R3-CS-AT-1**	Providing Pre-constructional anti-termite treatment conforming to IS6313 (part II) using chloropyrifos EC 20 Emulsion or equivalent of 1% concentration by weight for creating barrier under and all around foundation pits, wall trenches, basement excavation, backfill in immediate contact with foundation and treating the top surface of plinth filling, junction of wall & floor, along the external perimeter of building, expansion joints, surrounding of pipes, water conduits and at places suggested and as directed by Engineer-InCharge covering 10 years guaranty. (plinth area should be considered for measurement and payment.)	Sqm	533.00
128	**R3-CS-AT-4**	Providing anti termite treatment conforming to IS- 6313 (part-III) to the wooden frames of doors / windows of the Existing building by drilling the 3 mm dia. holes at 150mm c/c and at the junction of wood work and masonry work to downward angle of 45 degree and injecting 500 ml per hole or until refusal with oil / kerosene based chloropyrifos EC 20 emulsion or equivalent of 1% concentrate, sealing the holes by filling the putty etc complete as directed by Engineer-In-Charge with 2 years guaranty	Rmt	156.00
129	**R3-CS-AT-6**	Providing general pest control service to the buildings to control the nuisance of cockroaches, lizards, bed bugs and other insects etc. by minimum four operation as and when directed in a year including monthly check up with additional operations if required and as directed by Engineer-In-Charge.	Sqm	1065.00
130	**R3-CS-AT-8**	Providing general pest control service to small sizes (Volume less than 1 Cum) of inspection chamber to control the nuisance of cockroaches and other insects etc by minimum four operations in a year and monthly check up with additional operations if required and as directed by Engineer-In-Charge.	Each	
131	**R3-CS-DD-84**	Cutting down small tree upto 230 mm. dia of girth (measured at a height of 1 m above ground level) including cutting of branches and trunks, removing of roots completely, disposal of unserviceable material and depositing the serviceable or cut- materials to respective Ward Office as directed.	Plant	**2.00**
132	**R3-CS-DD-85**	Cutting down small tree over 230 mm. dia. of girth (measured at a height of 1m above ground level) including cutting of branches and trunks, removing of roots completely, disposal of unserviceable material and depositing the serviceable or cut- materials to respective Ward Office as directed.	Plant	**2.00**

Sr. No.	Revised USOR Item No.	Description	Unit	Qty
	N	**Rain Water Harvesting Works**		
		Providing and fixing UV resistant selffit UPVC pipes of approved make for Rainwater downtakes confirming to IS 13592:1992 Type A suitable for 4kg/sqcm pressure for following pipe diameters including rain water receiving recess with pvc plug bend necessary fittings such as offsets shoes, fixing the pipes on wall with clips filling the joints with solvent/cement and necessary scafolding etc. complete as directed by Engineer In Charge.		
132	R3-CS-RW-16-a	75mm dia	Rmt	8.00
133	R3-CS-RW-16-b	100mm dia	Rmt	8.00
134	R3-CS-RW-16-d	200mm dia	Rmt	4.00
		Providing and fixing G.I. pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc. Internal work - Exposed on wall		
135	R2-CS-PS-88-f	50 mm nominal outer dia Pipes	Rmt	8.00
136	R2-CS-RW-15	Providing and fixing box type gutter of width 350 mm and depth 250 mm clear inside, made of 22 gauge G.I.sheets with socket type opening on top to receive ferrules from longitudinal truss gutters and ferrules at end, with all the fixtures and fastenings and three coats of synthetic enamel paint, gutters to be supported on M.S. flat hangers 750 MM C/C which are fixed on top as directed and laid to proper slope, as specified including making necessary connections with rain water pipes etc complete and as directed. (Rate includes cost of hangers, the fixing charges, 3 coats of synthetic enamel paint, and welding if required).	Rmt	80.00
137	R2-CS-RM-117	Providing and constructing discharge ring well of 1.5m dia and depth upto 6m made of RCC pipe collar including excavation and stacking the soil and disposing as per the instructions of engineer-in-charge, pumping of water, lowering the collars by means of lifting tackles and filling with gravels and boulders from outside of the circumference of the collar so as to allow infiltration of ground water inside the well through the gap between the collars.	Each	2.00

Sr. No.	Revised USOR Item No.	Description	Unit	Qty
138	R2-CS-PS-274	Providing & fixing C.I. Manhole covers with frames / rings for R.C.C., underground water storage tanks, sizes of covers. (600mm dia.) NOTE:- should be provided with locking arrangement	Nos	2.00
139	R2-CS-RM-17	Pumping out water caused by springs, tidal or river seepage, broken water mains or drains and the like.	kilo litre	100.00
140	R2-CS-PS-126	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, ISI : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	per litre	10000.00
141	R2-CS-PS-267	Providing and fixing in any position 160 mm dia PVC ball valve with all required fittings and labours for rainwater downtake pipe for the purpose of first flush	Nos	2.00
142	R2-CS-PS-271	Providing and fixing online filter of 200 mm dia three layer PPR pipe PN.10(SDR11) class including filter madia of graded sand of size 4.75 mm to 12.00mm with synthatic/noncorrosive metalic mesh with necessary bracketing with 160 mm dai pvc ball valve,2 nos of 100 dia pvc ball valves for backwash with 2 nos of plastic 'O' joint to facilitate separation of filter assembaly for maintenance with all necessary fitting such as reducer,tees,fitting necessary fasteners etc. complate directed.Collection Tank (6 x 6 x 4 m) (Included in civil tender)	Nos	2.00

PLUMBING WORKS:

Sr. No	USOR Code	Description	Unit	Qty
1.0		**Sanitary Fixtures & CP Brass Fittings**		
1.1	R3-CS-PS-76	Providing and fixing ***white vitreous china extended wall mounting water closet*** of size 780x370x690 mm of approved shape including providing & fixing white vitreous china cistern with dual flush fitting, of flushing capacity 3 litre/6 litre (adjustable to 4 litre/8 litres), including seat cover, and cistern fittings, nuts, bolts and gasket etc complete.	Each	42.00
1.2	R3-CS-PS-7	Providing and fixing ***wash basin with C.I. brackets,*** 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require :		
1.2.1	R3-CS-PS-7-a	White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps.	Each	26.00
1.3	R3-CS-PS-248	White Vitreous China of 'Hindustan & Parryware' make or equivalent ***under counter type Oval wash basin*** of size 550 x 480mm with CI brackets suitable for mounting below granite counter including waste fitting with CP brass bottle trap, angle valve with CP connection etc as specified. Oval Wash Basin Model No.10051 OR consider equivalent make.)	Each	13.00
1.4	R3-CS-PS-78	Providing and fixing white vitreous china battery based infrared sensor operated ***Urinal*** of approx. size 610 x 390 x 370 mm having pre & post flushing with water (250 ml & 500 ml consumption), having water inlet from back side, including fixing to wall with suitable brackets all as per manufacturers specification and direction of Engineer-in-charge.	Each	19.00
1.5	R3-CS-PS-10	Providing and fixing Stainless Steel A ISI 304 (18/8) ***kitchen sink*** as per IS 13983 with C.I. brackets and stainless steel plug 40 mm including painting of fittings and brackets, cutting and making good the walls wherever required :		
1.5.1	R3-CS-PS-10-a	Kitchen sink with drain board		
1.5.1.1	R3-CS-PS-10-a-1	510x1040 mm bowl depth 250mm.	Each	1.00
1.6	R3-CS-PS-262	Providing & fixing chromium plated 32mm Jaguar make Series allied model no. ALD-769 B ***Bottle trap*** (with in-	Nos	58.00

Sr. No	USOR Code	Description	Unit	Qty
		ternal partition) for Wash Basins including Waste Coupling fixed in required position with 250mm long wall connection pipes and wall flange with all necessaryfittings and fixtures, etc. complete and as directed by The Engineer in Charge.		
1.7	R3-CS-PS-30	Providing and fixing 600x450 mm ***beveled edge mirror*** of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete.	Each	39.00
1.8	R3-CS-PS-33	Providing and fixing ***toilet paper holder :***		
1.8.1	R3-CS-PS-33-a	C.P. brass	Each	42.00
1.9	R3-CS-PS-263	**WASTE COUPLING** : JAQUAR : NO. 705 (FULL THREAD)	Each	1.00
1.10	R3-CS-PS-261	Providing and fixing ISI marked make CP brass ***liquid soap dispensers*** with CP brass bracket capacity 250 ml.	Each	39.00
1.1	R3-CS-PS-71	Providing and fixing PTMT ***towel rail*** complete with brackets fixed to wooden cleats with CP brass screws with concealed fitting arrangement of approved quality and colour.		
1.11.1	R3-CS-PS-71-b	600mm long towel rail with total length of 645mm, width 78mm and effective height of 88mm, weighing not less than 190gms.	Each	39.00
1.12	R3-CS-PS-204	Providing and fixing Health Faucet with one Mtr long easy flex tube in chrome finish and wall flange	Each	42.00
1.13	R3-CS-PS-203	Providing and fixing C.P. Brass ***two way bib cock*** with flange of approved quality and make.	Each	42.00
1.14	R3-CS-PS-129-a	Providing and fixing C.P. brass ***long body bib cock*** of approved quality conforming to IS standards and weighing not less than 690 gms.	Each	2.00
1.2	R3-CS-RM-130	Providing & fixing stainless steel 20 mm dia,600 mm long grab bar for physically handicapped toilet etc complete as directed.	Each	6.00
1.0		**Total C/F to Summary**		
2.0		**Soil, Waste, Vent & Rain Water Pipes**		
2.1	R3-CS-RW-18	Supplying and Fixing 100 mm internal dia. 4.0 mm thk. (weight approx. 10.0 Kg/Rm.) centrifugally cast C. I. pipes Confirming to IS 3989, sockets spigots type pipe ***for rain***	Rmt	260.00

Sr. No	USOR Code	Description	Unit	Qty
		water with all fittings including scffolding, 1:1 CM jointing proper embedding and fixing on wall & column etc complete as directed.		
2.2	R3-CS-RW-20	Providing and fixing 0.6mm thk Colour ***Galvalume 90mm Square pipe for Rainwater down takes*** including all fittings etc complete as directed.	Rmt	4.00
2.3	R3-CS-PS-215-a	Supplying & Fixing 3 mm thick ***lead flashing*** in single piece of lead sheet all around the rain water outlet mouth on a layer of cold bitmen including heavy duty 5 mm thick C.I. grating, a) 150 x 150 (6" x 6") square or dia outlet ***for 100 mm (4") pipe.***	Nos	4.00
2.4	R3-CS-RW-18	Supplying and Fixing 100 mm internal dia. 4.0 mm thk. (weight approx. 10.0 Kg/Rm.) centrifugally cast C. I. pipes Confirming to IS 3989, sockets spigots type pipe ***for vertical soil*** with all fittings including scffolding, 1:1 CM jointing proper embedding and fixing on wall & column etc complete as directed.	Rmt	279.00
2.5	R3-CS-RW-18	Supplying and Fixing 100 mm internal dia. 4.0 mm thk. (weight approx. 10.0 Kg/Rm.) centrifugally cast C. I. pipes Confirming to IS 3989, sockets spigots type pipe ***for vertical Wastewater*** with all fittings including scffolding, 1:1 CM jointing proper embedding and fixing on wall & column etc complete as directed.	Rmt	334.00
2.6	R3-CS-PS-55	Providing and fixing ***terminal guard***:		
	R3-CS-PS-55-a-2	100 mm Dia Sand C.I. S&S as per IS - 3989	Each	9.00
2.7	R3-CS-PS-220-a	Supplying & Fixing Agricultural PVC 10 kg class pipe ***for Vent Pipe*** as per IS 4985-2000 of Approved make with P.V.C. fittings including Chasing of Brick wall & making good the same with 1:3 cement sand plaster using Chiken wire mesh etc. complete a) 50 mm (1 1/2") dia.	Rmt	174.00
		G.I.(Galvanised Iron)		
	R3-CS-PS-88	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc.		
		Internal work - Exposed on wall		
2.8	R3-CS-PS-88-e	40 mm dia nominal bore	Rmt	34.00
2.9	R3-CS-PS-88-f	50 mm dia nominal bore	Rmt	29.00

Sr. No	USOR Code	Description	Unit	Qty
	R3-CS-PS-59	Providing and fixing ***trap of self cleansing design*** with screwed down or hinged with or without vent arm complete, including cost of cutting and making good the walls and floors.		
	R3-CS-PS-59-a	100 mm inlet and 100 mm outlet		
2.1	R3-CS-PS-59-a-1	Centrifugally cast (spun) Iron S&S as per IS: 3989	Each	12.00
2.11	R3-CS-PS-222	75 mm ***C.I nahani trap with grating*** with 75 mm C.I. bend with cleaning caps fixed complete.	Each	182.00
2.12	R3-CS-RW-17	Supplying and Fixing 75 mm internal dia. 3.5 mm thk. (weight approx.6.66 Kg./Rm.) centrifugally cast C. I. pipes Confirming to IS 3989,sockets spigots type pipe for rain water/soil waste and ventilation withall fittings including scffolding, 1 : 1 CM jointing proper embedding andfixing on wall & column etc complete as directed.	Rmt	91.00
2.1	R3-CS-RW-18	Supplying and Fixing 100 mm internal dia. 4.0 mm thk. (weight approx. 10.0 Kg/Rm.) centrifugally cast C. I. pipes Confirming to IS 3989, sockets spigots type pipe ***for rain water*** with all fittings including scffolding, 1:1 CM jointing proper embedding and fixing on wall & column etc complete as directed.	Rmt	46.00
2.0		**Total C/F to Summary**		
3.0		**Sewerage & Storm Water Drainage**		
3.1	R3-SE-1-1	***Excavation in all types of soils*** (for sewerage works),such as Earth, Marine clay, Marshy land, Running sand, Garbage, Slush, Murum, Rock boulders etc as directed by the engineer. The rate includes dewatering, backfilling, removing the rank vegetation and removing the excavated materials within a lead of 150M as directed including levelling, ramming,etc complete, and measured from the edge of cutting including all lifts and stacking in layers and removing the surplus excavated materials as directed for lift upto 2M (Records to be maintained properly).The rate also includes supporting public utilities such as cables,drains,pipe water mains, but shall not include the cost of shoring etc as specified and directed.		
		Note:		
		1) The rate includes the handling/supporting the existing utilities such as cables, drains, pipes, water mains etc.		
		2) It also includes the royalty and other taxes if any.	Cum	34.00

Sr. No	USOR Code	Description	Unit	Qty
3.2	R3-CS-CW-1	Providing and laying in position ***plain cement concrete*** of specified grade cement with trap/ granite/ quartzite/ gneiss metal mixing in concrete mixer including bailing out water, compacting, finishing surface, curing and including the cost of centering and shuttering at all level :		
3.2.1	R3-CS-CW-1-c	Nominal Mix of 1:3:6 (1 Cement OPC: 3 coarse sand : 6 graded stone aggregate 20 mm nominal size).	Cum	4.00
3.3	R3-SE-5-9	Providing, Laying and Jointing ***HDPE pipes of PE-80 grade*** and PN-6 class with butt joints etc.complete as specified and directed.		
3.3.1	R3-SE-5-9-a	160 mm dia (OD)	m	25.00
3.4	R3-CS-PS-166	Providing and fixing square-mouth ***S.W. gully trap*** class SP-1 complete with C.I. grating brick masonry chamber with water tight C.I. cover with frame of 300x300 mm size (inside) the weight of cover to be not less than 4.50 kg and frame to be not less than 2.70 kg as per standard design :		
3.4.1	R3-CS-PS-166-c	180x150 mm size P type		
3.4.1.1	R3-CS-PS-166-c-1	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	Each	4.00
3.5	R3-SE-8-1	Constructing ***brick masonary inspection chamber*** rectangular 0.9Mx0.45M and 0.6M deep on sewer with 230mm brick walls in cement mortar 1:3 plastered both inside & outside with 20mm thick cement mortar 1:2 and neat cement rendering so as to give a smooth surface including 230mm cement concrete bedding (M15) and cementconcrete (M15) in haunches and channels finished smooth with 20mm thick cement mortar (1:1) and fixing C.I. extra heavy duty airtight rectangular frame & cover of size 0.9Mx0.45M weighing minimum 225Kg. resting on 300mm high c.c.cap M20 with (1:1) cement plaster on both the sides & necessary C.I.steps (weighing5.4kgeach) staggered at 300 mmc/c. including 75mm wide vata all round the external portion of the chamber and the foundation concrete in C.M.1:1etc.complete as per plan in Dy.Ch.E.(SP) P&D's office (without excavation.)	Each	5.00
3.7	R3-SE-8-2	Constructing ***brick masonary inspection chamber*** rectangular 0.9 Mx0.6M and 0.6 M deep-do-including M20, 30 cm thick cap c.c. Bedding & including C.I. extra heavy duty air tight frame and cover weighing minimum 270 kg	Each	1.00

Sr. No	USOR Code	Description	Unit	Qty
		complete as per description in item No. SE-8-1 with necessary centering etc. all complete as per plan and directed.		
3.8	R3-SE-8-2-a	Extra over above for every additional Mtr depth upto 2.5 M- do--do - etc. complete as specified and directed.	M depth	1.00
3.9	R3-SE-6-1	Constructing on sewer ***brick masonry conical manholes*** 1.2M dia. at bottom 0.56 M. dia. at top, built in brick masonry in cement mortar 1:3, plastered both in side and outside with 20mm thick cement mortar 1:2 and neat cement rendering so as to give a smooth surface, including 300mm thick M15 cement concrete in foundation and in haunches and channels finished smooth with 20mm thick cement plaster in cement mortar 1:1 and providing C.I. steps (weighing 5.4 kg each) staggered at 300mm. c/c including 75mm wide vata all round the external portion of the manhole and the foundation concrete in cement mortar 1:1 and supporting the incoming pipes with brick masonry wherever necessary including C.I. extra heavy duty (EHD) air-tight circular frame & cover (minimum230Kg.) with hinge/chain resting on 30cm high cement concrete M20 cap with necessary centering etc. all complete as per standard specifications and directions including finishing the cap with cement plaster on both sides 1:2 and neat cement rendering so as to give a smooth surface in line and level with the brick masonry surface and as per drawing in DyCh.E.(Sewerage) P&D's office without excavation depth upto1.5 m.		
3.10	R3-SE-6-1-a	Extra for above manhole per Mtr depth above 1.5M and upto 2.3M. Depth -do - do -	M depth	1.00
3.11	R3-SWD-142	Constructing ***single water entrance*** of internal size 0.50m x 0.60m with cast-in-situ coping in M-20 grade, fixing of grating in M -20 as per standard drawings (Dwg No.MCGM/ SWD/ 2013-14), etc complete as specified and as directed by Engineer in Charge. (excluding excavation, providing and fixing of gratings and frame)	Each	3.00
3.12	R3-SWD-73	Providing and laying ***250mm dia NP2 Class R.C.C. Hume pipes*** with Collar joints conforming to IS 458:2003 and laid on approved bedding as per IS 783:1985 (reaff. 2010) including jointing the pipes and filleting with hemp and stiff mix of cement mortar 1:2, including testing of pipes at contractors costs (in presence of municipal staff) as per IS 3597 etc. complete as specified & as directed by Engineer in Charge. (excluding necessary earthwork & bedding).	Mtr.	6.00
3.13	R3-SE-8-2	Constructing ***brick masonary inspection chamber*** rectangular 0.9 Mx0.6M and 0.6 M deep-do-including M20, 30 cm thick cap c.c. Bedding & including C.I. extra heavy	Each	5.00

Sr. No	USOR Code	Description	Unit	Qty
		duty air tight frame and cover weighing minimum 270 kg complete as per description in item No. SE-8-1 with necessary centering etc. all complete as per plan and directed.		
3.14	R3-SE-8-2-a	Extra over above for every additional Mtr depth upto 2.5 M- do--do - etc. complete as specified and directed.	M depth	5.00
3.15	R3-SWD-74	Providing and laying ***300mm dia NP2 Class R.C.C. Hume pipes*** with Collar joints conforming to IS 458:2003 and laid on approved bedding as per IS 783:1985 (reaff. 2010) including jointing the pipes and filleting with hemp and stiff mix of cement mortar 1:2, including testing of pipes at contractors costs (in presence of municipal staff) as per IS 3597 etc. complete as specified & as directed by Engineer in Charge. (excluding necessary earthwork &bedding).	Mtr.	37.00
3.0		**Total C/F to Summary**		
4.0		**Water Supply System**		
4.1	R3-CS-PS-89	Providing and fixing ***G.I. Pipes*** complete with G.I. fittings and clamps, i/c making good the walls etc. concealed pipe, including painting with anti corrosive bitumastic paint, cutting chases and making good the wall :		
		Concealed work, including cutting chases and making good the wall		
4.1.1	R3-CS-PS-89-a	15 mm dia nominal bore	Mtr	119.00
4.1.2	R3-CS-PS-89-b	20 mm dia nominal bore	Mtr	57.00
4.2	R3-CS-PS-88	Providing and fixing ***G.I. pipes*** complete with G.I. fittings and clamps, i/c cutting and making good the walls etc.		
		Internal work - Exposed on Wall in Ducts		
4.2.1	R3-CS-PS-88-a	15 mm dia nominal bore	Mtr	7.00
4.2.2	R3-CS-PS-88-b	20 mm dia nominal bore	Mtr	67.00
4.2.3	R3-CS-PS-88-c	25 mm dia nominal bore	Mtr	67.00
4.2.4	R3-CS-PS-88-d	32 mm dia nominal bore	Mtr	9.00
4.2.5	R3-CS-PS-88-e	40 mm dia nominal bore	Mtr	14.00

Sr. No	USOR Code	Description	Unit	Qty
4.2.6	R3-CS-PS-88-f	50 mm dia nominal bore	Mtr	33.00
3.3	R3-CS-PS-94	Providing and fixing ***brass stop cock*** of approved quality :		
3.3.1	R3-CS-PS-94-a	15 mm dia nominal bore	Each	12.00
3.3.2	R3-CS-PS-94-b	20 mm dia nominal bore	Each	23.00
3.4	R3-CS-PS-95	Providing and fixing ***gun metal gate valve*** with C.I. wheel of approved quality (screwed end) :		
3.4.1	R3-CS-PS-95-a	25 mm dia nominal bore	Each	4.00
3.4.2	R3-CS-PS-95-b	32 mm dia nominal bore	Each	1.00
3.4.3	R3-CS-PS-95-c	40 mm dia nominal bore	Each	1.00
3.4.4	R3-CS-PS-95-d	50 mm dia nominal bore	Each	2.00
3.4.5	R3-CS-PS-95-e	65 mm dia nominal bore	Each	1.00
3.4.6	R3-CS-PS-95-f	80 mm dia nominal bore	Each	2.00
3.5	R3-CS-PS-90	Providing and fixing ***G.I. pipes*** complete with G.I. fittings including trenching and refilling etc.		
		External trench work		
3.5.1	R3-CS-PS-90-g	65 mm dia nominal bore	Mtr	9.00
3.5.2	R3-CS-PS-90-h	80 mm dia nominal bore	Mtr	9.00
3.6	R3-CS-PS-110	Constructing ***masonry Chamber*** 30x30x50 cm inside, in brick work in cement mortar 1:4 (1 cement :4 coarse sand) for stop cock, with C. I.surface box 100x100 x75 mm (inside) with hinged cover fixed in cement concrete slab 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), i/c necessary excavation, foundation concrete 1:5:10 (1 cement : 5 fine sand : 10 graded		

Sr. No	USOR Code	Description	Unit	Qty
		stone aggregate 40mm nominal size) and inside plastering with cement mortar 1:3 (1 cement : 3 coarse sand) 12mm thick, finished with a floating coat of neat cement complete as per standard design :		
3.6.1	R3-CS-PS-110-a	With common burnt clay F.P.S.(non modular) bricks of designation 7.5class	Each	1.00
3.7	R3-CS-PS-111	Constructing ***masonry Chamber*** 60x60x75 cm inside, in brick work in cement mortar 1:4 (1 cement : 4 coarse sand) for sluice valve, with C.I. surface box 100mm top diameter, 160 mm bottom diameter and 180 mm deep (inside) with chained lid and RCC top slab 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) , i/c necessary excavation, foundation concrete 1:5:10 (1 cement : 5 fine sand : 10 graded stone aggregate 40 mm nominal size) and inside plastering with cement mortar 1:3 (1 cement : 3 coarse sand) 12 mm thick, finished with a floating coat of neat cement complete as per standard design :		
3.7.1	R3-CS-PS-111-a	With common burnt clay F.P.S.(non modular) bricks of designation 7.5class	Each	1.00
3.8	R3-CS-PS-115	Constructing ***masonry Chamber*** 60x45x50 cm inside, in brick work in cement mortar 1:4 (1 cement : 4 coarse sand) for water meter complete with C.I. double flap surface box 400x200x200 mm (inside) with locking arrangement and RCC top slab 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) , i/c necessary excavation, foundation concrete 1:4:8 (1 cement : 5 fine sand:10 graded stone aggregate 40 mm nominal size) and inside plastering with cement mortar 1:3 (1 cement : 3 coarse sand) 12 mm thick, finished with a floating coat of neat cement complete as per standard design :		
3.8.1	R3-CS-PS-115-a	With common burnt clay F.P.S.(non modular) bricks of designation 7.5class	Each	1.00
3.90	R3-CS-PS-119	Providing and ***filling sand*** of grading zone V or coarser grade, allround the G.I. pipes in external work :		
3.9.1	R3-CS-PS-119-f	50 mm dia nominal bore	Mtr	9.00
3.9.2	R3-CS-PS-119-g	65 mm dia nominal bore	Mtr	9.00
3.9.3	R3-CS-PS-119-h	80 mm dia nominal bore	Mtr	25.00
3.10	R3-CS-PS-138	Providing and fixing ***enclosed type water meter*** (bulk type) conforming to IS : 2373 and tested by Municipal Board complete with bolts, nuts, rubber insertions etc. (The tail pieces if required will be paid separately) :		

Sr. No	USOR Code	Description	Unit	Qty
3.10.1	R3-CS-PS-138-a	80 mm dia nominal bore	Each	1.00
3.1	R3-CS-PS-139	Providing and fixing ***C.I. dirt box strainer*** for bulk type water meter with nuts, bolts, rubber insertions etc. complete conforming to		
3.11.1	R3-CS-PS-139-a	80 mm dia	Each	1.00
3.1	R3-CS-PN-18	Providing and applying first single coat of approved primer and two coats of ***synthetic enamel paint/flat oil paint*** of an approved make and colour as per manufacturers specifications to the W.I / G.I. or M.S. pipes of electric, gas or roof rain water down takes and fittings etc. as specified below, at all height and locations as directed including scaffolding, scraping, cleaning old paint and preparing surfaces for painting by any approved means etc. complete as directed by Engineer-in-charge.		
3.13.1	R3-CS-PN-18-a	For pipe upto 25mm dia.	Mtr	140.00
3.13.2	R3-CS-PN-18-b	For pipe upto 50mm dia.	Mtr	55.00
3.13.3	R3-CS-PN-18-c	For pipe more than 50mm dia. and upto 75mm	Mtr	25.00
3.13.4	R3-CS-PN-18-d	For pipe more than 75mm dia. and upto 100mm	Mtr	75.00
3.1	R3-CS-PS-242	Providing & fixing 25mm ***Pressure Reducing Valve*** on downtake water supply	Each	5.00
3.2	R3-CS-PS-176	Providing ***orange colour safety foot rest*** of minimum 6 mm thick plastic encapsulated as per IS : 10910, on 12 mm dia steel bar conforming to IS : 1786, having minimum cross section as 23 mmx25 mm and over all minimum length 263 mm and width as 165 mm with minimum 112 mm space between protruded legs having 2 mm tread on top surface by each 547 ribbing or chequering besides necessary and adequate anchoring projections on tail length on 138 mm as per standard drawing and suitable to with stand the bend test and chemical resistance test as per specifications and having manufacture's permanent identification mark to be visible even after fixing,	Each	10.00

Sr. No	USOR Code	Description	Unit	Qty
		including fixing in manholes with 30x20x15 cm cement concrete block 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) complete as per design.		
3.2	R3-CS-PS-178-II	500 mm diameter ***C.I. cover (medium duty)*** the weight of the cover to be not less than 58 kg.	Each	4.00

Note:- Scope of work and list of items mentioned in the tender are not exhaustive. The same may be altered or amended as per requirement of the site conditions and requirements of the work. The complete work shall be executed as per directions without claiming any additional cost/price/charges.

Electrical USOR & NON USOR works:

Sr No	USOR No.	Description	Unit	Qty
1	FAIR-KEM-EL-01	SITC of Main LT Panel, 800A, 415V, 3-Phase, 4-Wire, 50Hz, floor-mounted, Form-2/3 construction, CRCA sheet-steel enclosure, complete with 800A, 4P ACB incomer with adjustable LSIG protection, digital multifunction meter with CTs, Type-1+2 SPD, copper busbars of suitable rating and fault withstand capacity, neutral and earth busbars, and following outgoing feeders: 4 Nos. 250A TPN MCCB, 2 Nos. 160A TPN MCCB, 1 No. 125A TPN MCCB, 1 No. 100A TPN MCCB, 2 Nos. 63A TPN MCCB including 1 No. spare; complete with cable termination compartments, gland plates, shrouds, barriers, internal wiring, control fuses/MCBs, indication lamps, labels, danger plates and all necessary accessories, testing and commissioning, complete as required.	Set	1
2	FAIR-KEM-EL-02	SITC of Automatic Power Factor Correction (APFC) Panel, 150 kVAr, 415/440V, 3-phase, 4-wire, floor-mounted, cubical type, CRCA sheet-steel powder-coated enclosure, copper busbars, APFC relay/controller, capacitor-duty contactors, HRC fuses/MCCBs, detuned reactors, capacitor banks in suitable steps, ventilation, indication, selector switches, metering, internal wiring and complete testing & commissioning.	Set	1
3	R3-ME-1-16-b	SMDB – 250A TPN/MCCB type with outgoing feeders	Nos	4
4	R3-ME-1-15-ak	IP43 TPN DB, 12-way (8+36), box only	Nos	6
5	R3-ME-1-15-x	IP43 SPN DB, 12-way (2+10), box only	Nos	12
6	R3-ME-1-19-c	63A TPN MCB	Nos	12
7	R3-ME-1-19-b	32A TPN MCB	Nos	24
8	R3-ME-1-17-i	32A DP MCB	Nos	36
9	R3-ME-1-17-c	16/20A SP MCB	Nos	120
10	R3-ME-1-25-c	ELCB/RCCB 40A 2P, 30/100mA as required	Nos	18
11	R3-ME-1-25-f	ELCB 40A 4P, 100mA	Nos	12
12	R3-ME-2-1-ac	1st category Al armoured cables FRLS outer sheathed- 3.5C x300 Sq.mm	Rmt	110

Sr No	USOR No.	Description	Unit	Qty
13	R3-ME-2-1-aa	1 st category Al armoured cables FRLS outer sheathed- 3.5C x 185 Sq.mm	Rmt	125
14	R3-ME-2-1-y	Al armoured FRLS cable 3.5C x 120 sq.mm	Rmt	250
15	R3-ME-2-1-t	Al armoured FRLS cable 4C x 25 sq.mm	Rmt	350
16	R3-ME-2-1-s	Al armoured FRLS cable 4C x 16 sq.mm	Rmt	450
17	R3-ME-2-1-r	Al armoured FRLS cable 4C x 10 sq.mm	Rmt	500
18	R3-ME-3-1-b	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire in 20mm Conduit	Rmt	250
19	R3-ME-3-1-c	2 X 4 sq. mm + 1 X 4 sq. mm earth wire in 25mm Conduit	Rmt	300
20	R3-ME-3-1-d	2 X 6 sq. mm + 1 X 6 sq. mm earth wire in 25mm Conduit	Rmt	120
21	R3-ME-3-1-k	4 X 4 sq. mm + 2 X 4 sq. mm earth wire in 38mm Conduit	Rmt	150
22	R3-ME-3-1-l	4 X 6 sq. mm + 2 X 6 sq. mm earth wire in 38mm Conduit	Rmt	120
23	R3-ME-3-1-m	4 X 10 sq. mm + 2 X 10 sq. mm earth wire in 38mm Conduit	Rmt	150
24	R3-ME-3-3-b	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire in 20 x 12 mm (1/2")	Rmt	120
25	R3-ME-3-3-c	2 X 4 sq. mm + 1 X 4 sq. mm earth wire in 25 x 12 mm (3/4")	Rmt	150
26	R3-ME-2-4-s	Cu armoured FRLS cable 4C x 10 sq.mm	Rmt	600
27	R3-ME-2-4-u	Cu armoured FRLS cable 4C x 16 sq.mm	Rmt	620
28	R3-ME-2-4-v	Cu armoured FRLS cable 4C x 25 sq.mm	Rmt	300
29	R3-ME-2-11-r	Cable end termination – Al 4C x 16 sq.mm	Set	140
30	R3-ME-2-12-s	Cable end termination – Cu 4C x 10 sq.mm	Set	150
31	FAIR-KEM-EL-21	Cable tray, GI perforated with cover, 300x50 mm including supports/accessories	Rmt	600

Sr No	USOR No.	Description	Unit	Qty
32	FAIR-KEM-EL-22	Cable tray, GI perforated with cover, 150x50 mm including supports/accessories	Rmt	400
33	R3-ME-2-16-d	PVC trunking 150x50 mm with cover	Rmt	680
34	R3-ME-3-49-a	FRLS copper wiring for light/fan/exhaust fan points in concealed PVC conduit	Point	220
35	R3-ME-3-49-b	FRLS copper wiring for independent plug points	Point	150
36	R3-ME-3-49-c	5A/6A - 3/5 Half Plug with Modular switches & FRLSH wires	Point	65
37	R3-ME-3-2-l	FRLS submain wiring 4x6 sq.mm + 2x6 sq.mm earth in 38mm conduit	Rmt	300
38	R3-ME-3-2-m	FRLS submain wiring 4x10 sq.mm + 2x10 sq.mm earth in 38mm conduit	Rmt	250
39	R3-ME-3-2-n	FRLS submain wiring 4x16 sq.mm + 2x16 sq.mm earth in 38mm conduit	Rmt	150
40	R3-ME-4-33-f	LED recessed 600x600, 36W	Nos	140
41	R3-ME-4-33-g	LED recessed 600x600, 45W	Nos	90
42	R3-ME-4-32-d	LED downlighter 13–18W	Nos	120
43	R3-ME-4-34-e	LED bulkhead fitting	Nos	30
44	R3-ME-4-28-a	IP65 LED floodlight 150W	Nos	8
45	FAIR-KEM-EL-34	Emergency LED light(10w), maintained/non-maintained type, 3-hour battery backup, self-contained rechargeable battery, automatic changeover, complete with LED source, charger, battery, mounting accessories, wiring connection and testing	Nos	24
46	FAIR-KEM-EL-35	Illuminated LED EXIT sign, 3-hour backup 3–5 W LED	Nos	18
47	FAIR-KEM-EL-36	Ceiling/wall exhaust fan electrical point and local isolator(300mm)(12")	Nos	18
48	FAIR-KEM-EL-37	20/32A DP local isolator for HVAC/cold-room equipment	Nos	35

Sr No	USOR No.	Description	Unit	Qty
49	R3-ME-7-1-c	Earthing station with GI plate and GI pipe, IS 3043 complete	Nos	10
50	R3-ME-7-4-e	25x3mm GI earthing continuity conductor	Rmt	250
51	R3-ME-7-4-l	10 SWG bare GI earthing continuity conductor	Rmt	600
52	R3-ME-7-2-a	Lightning Protection of 5 pronged air terminal as per of technical specification. Earth continuity conductor as per requirement & rate. Earth station as per above specification & rate.	nos.	1
53	R3-ME-7-4-e	Earthing Continuity Conductors -25 x 3mm GI	Rmt	240
54	R3-ME-7-3-a	Supply and installation of following size Test Links 25 x 3 mm GI (length : 300 mm)	nos.	4
55	R3-ME-7-1-c	Earthing station with 600 mm x 600 mm x 6 mm galvanised iron plate & 50 mm dia. G.I. pipe, 3000mm long GI pipe (Class B or better) earth pit as per IS 3043. The earth pit shall be provided with watering pipe (Class B) with wire messed funnel, 25x3 GI strip/ / 2X8SWG G.I. wire up to chamber (wire or strip size as per fault level), disconnecting links with 600 x 600 mm (clear) RCC chamber & heavy duty 3mm thick CI chequered plate cover with hinge & stainless steel bolts. Bentonite/ Charcol & Salt shall be provided for earth pits. Excavation, back filling, removal of excess soil is included in the scope	nos.	2
56	R3-ME-7-2-e	Connector: For T cross and parallel connectors. Quick installation using hexagonal bolt M10X30 high-grade hot dip galvanised. Conforms to the requirements according to DIN VDE 0185-305 (IS-IEC 62305)(2nos/expansion piece).	nos.	8
57	R3-ME-7-2-d	Providing of expansion piece with connector: For equalising temperature related length changes. Necessary on conductors length over 20 meters. For round conductor Rd 8/ALU.	nos.	4
58	R3-ME-7-1-g	Class B+C/Type I+II Surge Protection Devices For Switching Surge & Lightning Surge, For Handling 10/350 & 8/20 Microsecond Waveform For : Three Phase & neutral Application MODEL : V25-B+C/3+NPE-320V	Set	1
59	FAIR-KEM-EL-61	SITC of Class C / Type 2 SPD for 3-phase + neutral, suitable for installation at SMDB/critical DBs, complete with backup protection, indication, wiring/connection accessories and testing.	Set	6
60	FAIR-KEM-EL-62	SITC of 20 kVA true-online double-conversion UPS, 3-phase input/output, minimum 18 kW output, IGBT technology, static bypass and maintenance bypass, complete with battery charger,	Set	1

Sr No	USOR No.	Description	Unit	Qty
		battery bank for required backup, battery cabinet/rack, input/output protection, monitoring, cabling and commissioning.		
61	R3-ME-6-8-i	100 mm dia nominal bore	Each	6.00
62	R3-ME-15-6	Supplying & Installing cast iron double flange butterfly valve		
63	R3-ME-15-6-a	80 mm dia	Each	2.00
64	R3-ME-15-6-b	100 mm dia	Each	2.00
65	R3-ME-6-5-s	Self priming pumpsets: **(Flushing)** Self priming pumpsets:10 H.P., 2 stage, single phase/ 3 ph motor, with head of (10 – 90 Mtr.) giving discharge upto 410 lpm. (50x40mm) Pump body: Cast Iron, Impeller: Polypropylene, Shaft SS 410	Nos.	2.00
66	R3-ME-6-5-s	Self priming pumpsets: **(Domestic)**Self priming pumpsets:10 H.P., 2 stage, single phase/ 3 ph motor, with head of (10 – 90 Mtr.) giving discharge upto 410 lpm. (50x40mm)Pump body: Cast Iron,Impeller: Polypropylene, Shaft SS 410	Nos.	2.00
67	R3-ME-1-27	Design, fabrication, assembly, supply, installation, testing & commissioning of Pump panel suitable for 415V, 3Ph. 4 wire system. Pump panel shall be wall mounted & shall be fabricated from 1.6mm thick CRCA sheet steel. Pump panel shall be earthed with 8/10 swg earth wire. Colour shade shall be RAL 7032 Siemens gray as per IS 5.		
68	R3-ME-1-27-b	415V Pump panel with 100A MCCB as incomer with phase indicator and ammeter & voltmeter with selector switches, 2Noss. Of 32A MCB with Star delta Starter, local push button station & contactor of required rating as outgoing.	Nos	2.00
69	R3-ME-4-11-f	Inverter of 10KVA,single phase input and output with Tubular Battery(12X10) 200 AH Duration 4 Hrs.	Nos	2.00
70	R3-ME-2-19	Supply and laying of Heavy duty RCC Hume pipe for road crossing, below plinth beam of following size as diameter.		
71	R3-ME-2-19-a	100 mm Dia.	Rmt	120.00
72	R3-ME-2-19-b	150mm Dia.	Rmt	100.00
73	R3-ME-2-19-d	300mm Dia.	Rmt	40
74	R3-ME-2-15-c	100 x 40mm (W x H) - (14 SWG - 2mm) with cover without partition	Rmt	250.00

Sr No	USOR No.	Description	Unit	Qty
75	R3-ME-2-15-d	150 x 40mm (W x H) - (14 SWG - 2mm) with cover without partition	Rmt	250.00
76	R3-ME-2-15-e	300 x 40mm (W x H) - (14 SWG - 2mm) with cover without partition	Rmt	100.00
77	R3-ME-2-8	Excavating the trenches and refilling, reinstatement of the same after the cable is laid in approved manner (750 mm deep, 600 mm wide),in all types of soils 1 Cu. Mtr. =2.2 RMT.	Cu. Mtr.	100.00
78	R3-ME-2-9	Excavating the trenches and refilling the same after the cable is laid in approved manner (Size of trench: 750 mm deep, 600 mm wide) in concrete/ masonary / asphalt. 1 Cu. Mtr. = 2.2 RMT. And reinstatement.	Cu. Mtr.	100.00

Firefighting USOR & NON Works :

Sr. No.	USOR Code	Item Description	Unit	qty
A		**PUMP ROOM ACCESSORIES**		
1	R3-ME-15-13-a	Supply and installation of **pressure gauge** as shown and comprising with dial type pressure gauge with isolation ball valve suitable for working pressure of 250 PSI. Cost shall be inclusive of providing any short pieces, nipples, elbows etc as required.	Each	8.00
2	R3-ME-15-23	Supplying and installing **pressure switch** with 12/15 mm Ø isolation valve, G.I. nipple, elbow etc. in an approved manner as per specification No. FF-FFA/PS	Each	6.00
3	R3-ME-15-21	Supplying and installing Air Vessel of 300 mm Ø 1.5m in height M.S. tank installed inside pump house as per specification.	Each	1.00
4	R3-ME-15-19	Supplying and installing fire brigade Header of 150 mm Ø, for supplying water in fire tank as per specification	Each	1.00
5	R3-ME-15-20	Supplying and installing fire brigade Header (Siamese Connection) of 150 mm Ø for supplying water to wet riser system as per specification	Each	1.00
B		**STRAINER**		
6	R3-ME-15-5-d	strainer 200 MM DIA	Each	3.00
7	R3-ME-15-5-b	strainer 100 MM DIA	Each	1.00
8	R3-ME-15-5-a	strainer 80 MM DIA	Each	2.00
C		**NON RETURN VALVE**		
		Supporting and installing cast iron dual plate wafer type PN 16 double flanged type non-return valve including nuts boalts 1.6 mm thick compressed asbestos gasket including matching flanges complete.		
9	R3-ME-15-7-d	200 MM DIA	Each	3.00
10	R3-ME-15-7-c	150 MM DIA	Each	1.00
11	R3-ME-15-7-b	100 MM DIA	Each	1.00
12	R3-ME-15-7-a	80 MM DIA	Each	2.00
D		**INTERNAL HYDRANT SYSTEM**		
13	R3-ME-15-8-d	**Twin headed Internal hydrant** comprising of SS landing valve conforming to IS:5290 with	Each	6.00

Sr. No.	USOR Code	Item Description	Unit	qty
		instantaneous female coupling on the outlet with S.S. orifice flange 6mm thick as required to maintain 3.5 kg/sq.cm. SS blank cap and chain, necessary companion flanges (as per table 'E' nuts, bolts, washers and gasket complete)		
14	R3-ME-15-11-a	Providing and fixing in position 2 lengths of 15 M long flexible canvas rubber lined hose reels 63 dia with adapter, branch pipe and nozzle and storing them in metal cabinets with lockable glass shutters and fixing the metal cabinet at ground level in a location where it can be easily spotted including painting etc	Each	6.00
15	R3-ME-15-14-b	Supplying and erecting one no. Brass **orifice plate** having 6 mm thickness, 160 mm outer dia at every double outlet hydrant valve as per specification No. FF-FFA/OP	Each	6.00
16	R3-ME-15-18	Supplying and installing wall mounting swinging Hose reel drum fitted with 19 mm dia. 30m high pressure polypropylene (Polyhose) long fitted with necessary accessories complete as per specification	Each	6.00
E		**EXTERNAL HYDRANT SYSTEM**		
16	R3-ME-15-8-d	Supply, Installation, Testing & commissioning fire authority approved of following: **Double headed yard hydrant** comprising of 80mm dia. standpipe, 80 mm dia. bend and 63 mm. dia.SS. landing valve conforming to IS: 5290 with instantaneous female coupling on the outlet with S.S.orifice flange 6mm thick as required to maintain 3.5kg/sq.cm. gun metalblank cap & chain, necessary companion flanges (as per table 'E' nuts, bolts, washers and gasket complete).	Each	5.00
17	R3-ME-15-18	Supplying and installing wall mounting swinging Hose reel drum fitted with 19 mm dia. 30m high pressure polypropylene (Polyhose) long fitted with necessary accessories complete as per specification	Each	5.00
18	R3-ME-15-11-a	Providing and fixing in position 2 lengths of 15 M long flexible canvas rubber lined hose reels 63 dia with adapter, branch pipe and nozzle and storing them in metal cabinets with lockable glass shutters and fixing the metal cabinet at ground level in a location where it can be easily spotted including painting etc	Each	5.00
19	R3-ME-15-24-b	Supplying and erecting **M.S./CRCA cabinet for housing Fire Brigade / SIEMESE connections** (size 1250 x 400 x 300 mm.) made from 16 SWG sheet and angle iron 25 mm. x 25 mm. x 4 mm. having front doors with viewing glass (8" x 6")	Each	5.00

Sr. No.	USOR Code	Item Description	Unit	qty
		and locking arrangement with necessary fixing material such as rubber bidding etc. duly painted in post box red colour		
20	R3-ME-15-14-a	Supplying and erecting one no. **Brass orifice plate** having 6 mm. thickness, 140 mm outer dia of 140 mm at every single outlet hydrant valve as per specification No. FF-FFA/OP	Each	5.00
F		**SPRINKLER SYSTEM**		
21	R3-ME-15-26-c	Supplying & erecting vane type water flow detector suitable for detecting flow of water in wet sprinkler pipe of main line or branch lines of 75/80 mm dia having following features 1) Visual Switch Activation 2) Rugged Switch Assembly 3) Heavy Duty Alluminium pipe Saddles 4) Durable Metal Encloser 5) Steel U Bolts For Secure Mounting 6) Two SPDT (Single Pole Double Track) Synchronised Switches 7) Serviceable Without Draining Pipes	Each	6.00
21	R3-ME-15-26-d	Supplying & erecting vane type water flow detector suitable for detecting flow of water in wet sprinkler pipe of main line or branch lines of 100 mm dia having following features 1) Visual Switch Activation 2) Rugged Switch Assembly 3) Heavy Duty Alluminium pipe Saddles 4) Durable Metal Encloser 5) Steel U Bolts For Secure Mounting 6) Two SPDT (Single Pole Double Track) Synchronised Switches 7) Serviceable Without Draining Pipes	Each	6.00
G		**BUTTERFLY VALVES**		
		Supplying, Installing, testing and commissioning CI butterfly valves (PN 16) slim seal standared lever operated type confirming to IS 13039 with required flanges, nuts, bolts etc. complete.-		
22	R3-ME-15-6-d	200 MM DIA	Each	3.00
23	R3-ME-15-6-c	150 MM DIA	Each	3.00
24	R3-ME-15-6-b	100 MM DIA	Each	6.00
25	R3-ME-15-6-a	80 MM DIA	Each	6.00
	FAIR - KEM-BV-01	50 MM DIA	Each	6.00
	FAIR - KEM-BV-02	65 MM DIA	Each	6.00

Sr. No.	USOR Code	Item Description	Unit	qty
H		**BALL VALVES**		
26	R3-ME-9-59-d	25 mm (1") dia.	Nos	12.00
I		**PIPING**		
		Providing, fixing and jointing including testing heavy quality GI C Class pipes conforming to IS: 1239 including cutting, welded (all type) joints as perdetailed specifications and providing suitable flanges wherever required complete with necessary fittings viz bends, tees, reducers etc. required including fixing the pipes on wall/ ceiling/ beam/ floor with suitable hangers, clamps and painting the pipe of following sizes complete. (All types of welded joints)		
27	R3-ME-15-15-a	150 MM DIA	Mtr	220.00
28	R3-ME-15-15-b	100 MM DIA	Mtr	120.00
29	R3-ME-15-15-c	80 MM DIA	Mtr	280.00
30	R3-ME-15-15-d	65 MM DIA	Mtr	280.00
31	R3-ME-15-15-e	50 MM DIA	Mtr	200.00
32	R3-ME-15-15-f	40 MM DIA	Mtr	180.00
33	R3-ME-15-15-g	32 MM DIA	Mtr	220.00
34	R3-ME-15-15-h	25 MM DIA	Mtr	450.00
35	R3-ME-15-15-i	200 MM DIA	Mtr	30.00
J		**AIR RELEASE VALVE**		
36	R3-ME-15-22	Providing and fixing single acting **air release valve** with Screwed inlet 25 mm dia.	Each	1.00
K		**SPRINKLER**		
37	R3-ME-15-26-a	Supplying and erecting 15 mm (½") dia. NBCM Body chrome finished quartzoid bulb sprinkler having 68° C fixed temperature rating with deflector disc of conventional construction and quality conforming to international standards and listed by LPC (formally FOC U.K.) U.L.F.M. of USA or approved and listed by Tariff Advisory Committee (TAC) OF India	Each	190.00
38	R3-ME-15-26-e	Supplying and erecting 15 mm (½") dia. NBCM Body chrome finished quartzoid bulb upright sprinkler having 68° C fixed temperature rating with deflector	Each	190.00

Sr. No.	USOR Code	Item Description	Unit	qty
		disc of conventional construction and quality conforming to international standards and listed by LPC (formally FOC U.K.) U.L.F.M. of USA or approved and listed by Tariff Advisory Committee (TAC) of India		
39	R1-RBH18-FF-FA-22	SS corrugated flexible sprinkler hose, 25 mm x 1000 mm, 16 bar, with union/reducer collar, clamps	Each	190.00
40	R1-BAH-FF-FA-06	Ajdustable rosette / escutcheon plae for 15mm sprinkler	Each	190.00
L		**PUMPS**		
	R3-ME-15-1-b	**Supplying and installing, testing, perfect aligning and proper leveling and commissioning of fire service main pump, of 2280 LPM (Litres/min.) at 70m centrifugal type pump**	Nos.	2.00
	R3-ME-15-2-b	**SITC of Jockey Pump of 240 LPM at 70 m head,**	Nos.	2.00
	R3-ME-15-3-a	**SITC of Booster Pump of 450 LPM at 70 m head**	Nos.	1.00
	PWD 13-4-2	Supplying, installation, testing and commissioning of main fire pump (MFP/DP) suitable for water discharge of 2280 to 2850 LPM at 90 to 60 m head driven by 76 HP or suitable HP capacity diesel engine at required working speed suitable for manual/automatic operation and consisting of following : (a) Horizontal type, single stage, centrifugal casing pump of cast iron body & bronze impeller with stainless steel shaft(SS410 grade), mechanical seal conforming to IS 1520. (b) Water cooled with radiator, diesel engine conforming to relevant IS standard complete with auto starting mechanism, 12/24 volts DC electric starting equipment with battery of required AH capacity with necessary charger suitable to work on 230v, 50Hz AC supply, diesel tank of minimum 150ltr capacity with first filling of diesel up to 100% level with necessary piping with valves up to engine , exhaust pipe extended up to 10 m outside pump house duly insulated with 50 mm thick glass wool with 1.0 mm thick aluminium sheet cladding, residential silencer, instruments and protection as per standard specification, stop solenoid for auto stop in the event of fault with audio indications etc. as required. (c) M.S. fabricated common base plate, coupling, coupling guard, foundation bolts etc. as required. (d) Erected on provided suitable size cement concrete foundation duly plastered with anti vibration pads with perfect aligning, proper levelling	Nos.	1.00

Sr. No.	USOR Code	Item Description	Unit	qty
		complete pump set with engine assembly and accessories duly painted with two coats of synthetic enamel paint of fire red colour over a coat of primer (ISC code 536 as per IS 2932 of 2003) complete, as per specification no. FF-MFP/SSC/DP		
M		**PORTABLE FIRE EXTINGUISHERS**		
39	R3-ME-15-31-a	Supplying and installing at approved location approved make **firebuckets** of 24 gauge galvanized steel sheet, standard 9 litre capacityand of round bottom shape, painted white inside & red outside and black on the bottom, inscribed with letter with "FIRE" in black & gold..(sets of two)	Sets.	12.00
40	R3-ME-15-31-b	Providing Floor mounting stand for keeping of FIRE buckets 1500mm in length, 900mm in height frame made out of 30x30x4 mm angle iron with cross supports for legs, welded with 4 hooks and duly painted with one coat of red lead and two coats of silver Paint.	Sets.	3.00
41	R3-ME-15-30-c	Providing & fixing of ISI marked portable fire extinguisher of ABC type (gas pressure) 6 kg capacity as per IS:13849 complete in all respects including initial fill	Nos.	18.00
42	R3-ME-15-30-e	Supplying and erecting D.C.P. type Fire Extinguisher 5 kg capacity cartridge type with Gun Metal cap 150 gram CO2 gas cartridge, powder and brackets conforming to IS 2171-1985 and complete erected with necessary clamps made from 50x6 mm M.S. flat with nuts & bolts grouted in wall complete.	Nos.	6.00
43	R3-ME-15-30-a	CO2 Fire Extinguishers 4.5KG	Nos.	8.00
	R3-ME-15-30-d	ABC powder Fire extinguisher 9kg	Nos.	12.00
N				
44	R3-ME-15-31-d	Supplying standard first aid box with necessary antiseptic cream, medicine for use on wounds due burn, crepe bandage, gauge bandage, medicated ready to use bandage (Bandaid) adhesive tape for medicinal use, scissors, anti- septic solution etc. (All above contents shall be of standard makes)	Nos.	6.00
O		**AUTO GLOW SIGNAGE**		
45	R3-ME-15-29-a	SITC of Auto glow signage for Emergency Fire Exit	Nos.	12.00
46	R3-ME-15-29-b	SITC of Auto glow signage for Staircase direction	Nos.	12.00
47	R3-ME-15-29-c	SITC of Auto glow signage for Do not use lift in case of Fire etc.	Nos.	6.00

Sr. No.	USOR Code	Item Description	Unit	qty
P		**FIRE SEALANT**		
48	R3-ME-15-27-a	Supplying and erecting Fire resistant Mortar (20 kg) with fire resistance class S90 as per National Electrical Code (NEC) SP30-2011 suitable to seal the openings with all kinds of cables, pipes and cable support system in steel and aluminium and plastic profiles (Except hollow core conductors). The residual openings shall be closed with filler, as per specification	SQ.FT	70.00
Q		**PROVIDING COATING OF BITUMEN PAINT FOR UNDERGROUND RISING MAIN**		
49	R3-ME-15-25-a	Providing coating of Bitumen Paint & 4mm thick Wrapping asper IS 10221 for underground 100 mm Ring Mainof Fire Fighting System.	Mtr	150.00
50	R3-ME-15-25-b	Providing coating of Bitumen Paint & 4mm thick Wrapping as per IS 10221 for underground 150 mm Ring Main of Fire Fighting System.	Mtr	150.00
51	R3-ME-15-25-c	Providing coating of Bitumen Paint & 4mm thick Wrapping as per IS 10221 for underground 200 mm Ring Main of Fire Fighting System.	Mtr	20.00
R		**FIRE ALARM SYSTEM**		
	R3-ME-15-32-a	Supply, Installation, testing & commissioning of addressable 2 loop main fire alarm electronic control panel, expendable up to 4 loop & having maximum 250 devices (any combination detectors plus devices) per loop & Audio/ Visual alarm complete as per IS: 2189 specification - modular type front operated with interlocking door arrangement totally enclosed dust and vermin proof for indoor type applications.	Nos	1.00
	R3-ME-15-32-c	Supply, Installation, testing & commissioning of 2Cx1.5 sq.mm armoured RED color copper FRLS cable with necessary saddles, screws, junction boxes, sleeves, elbows couplings etc. for Fire alarm System	Mtrs.	1900.00
	R3-ME-15-32-d	Supply,Installation, testing and commissioning of Intelligent Photoelectric **Smoke Detector** along with mount box and termination gland.	Nos.	180.00
	R3-ME-15-32-e	Supply,Installation, testing and commissioning Of **Addressable Rate of Rise Heat Detector** along with mount box and termination gland.	Nos.	12.00
	R3-ME-15-32-f	Supply,Installation, testing and commissioning Of **Addressable Multi-Criteria Detector (Smoke+ Heat + IR + CO)** along with mount box and termination gland.	Nos.	12.00

Sr. No.	USOR Code	Item Description	Unit	qty
	R3-ME-15-32-g	Supply, Installation, testing & commissioning of Strobe Lights along with mounting box & termination glands.	Nos	12.00
	R3-ME-15-32-h	S/I/T/C Of **Addressable Dual Action Pull Station (Push IN Pull DOWN)** of ABS Plastic, square in shape having "**PULL STATION**" message embedded on it alongwith GI junction box. The Pull Station shall be resetable by lock and key arrangement. UL Listed.	Nos.	12.00
	R3-ME-15-32-i	Supply,Installation, testing and commissioning ofprogramable electronic sounder.	Nos.	12.00
	R3-ME-15-32-j	Providing, laying, testing and commissioning of remote **response indicator** for lift control rooms at terrace and electric meter rooms at ground level	Nos.	50.00
	R3-ME-15-32-k	Supply,Installation, testing and commissioning Of Addressable **Fault Isolater Modules** along with mount box and termination gland.	Nos.	12.00
	R3-ME-15-32-l	S/I/T/C Of **Addressable Control Modules** With Rotary Decade Address Switches (0-159) and Required Accessories along with junction box ,glands and terminators (For AC trip off, Access trip off, PA System, Sprinkler flow switch,lift interface, sounder,fire fighter and telephone jack).	Nos.	12.00
	R3-ME-15-32-m	Supply, Installation, testing & commissioning of Active Repeater panel with all acccessories, which shall be replica of main fire alerm panel with control keys I,e. Mute, silent & sounder alarm.	Nos.	1.00
61	R3-ME-2-3-a	S/I/T/C of 2C x 1.5 Sq.mm FRLS-H Armoured cable. ATC conductor stranded, PVC insulated to form a core, Cores laid up, Overall shielded with Alu-mylar tape with tinned copper drain wire of size 0.5 Sq. mm, PVC innersheathed G.I. Wire armoured, PVC sheathed cable.(RED COLOR)	Rmtrs	1600.00
62	R3-ME-2-13-c	150 x 25mm (W x H) - (16 SWG - 1.6mm) without cover	Rmtrs	150.00
63	R3-ME-2-13-j	300 x 50mm (W x H) - (16 SWG - 1.6mm)with cover	Rmtrs	150.00
64	R3-ME-12-8-a	25 mm.- Only PVC Conduits	Rmtrs	600.00
65	R3-ME-2-16-a	50 x 50mm (W x H) - PVC Trunking with cover	Rmtrs	300.00
66	R3-ME-15-33-c	Supply, Installation, testing & commissioning of conventional optical type smoke detector complete on box as per Specification	Nos.	6.00
67	R3-ME-15-33-b	Supply, Installation, testing & commissioning of conventional Heat detector complete on box as per specification	Nos.	6.00
68	R3-ME-15-33-f	Supply, Installation, testing & commissioning of conventional Manual Call Point (Pill box) with break	Nos.	6.00

Sr. No.	USOR Code	Item Description	Unit	qty
		glass push button in metal enclosure complete with back mounting box.		
69	R3-ME-15-33-g	Supply, Installation, testing & commissioning of conventional Hooters with CRCA enclosure complete with external power supply & junction boxes.	Nos.	6.00
G		**INTERNAL HYDRANT SYSTEM**		
21	Fair - KEM - Cab-01	**Fire doorwith frame for all internal fire hydrants** fabricated from 20x20x3 mm and 40x40x3 mm M.S. anodized butt hinge on M.S. angle frame of 45x45x5 mm size with holdfasts fixed to wall with PCC (1:2:4) blocks 100x100x100 mm including 3 nos. allen key lock for fire red finish with "fire hose" written on front suitable to house 15 meter long two lengths of canvas hose with coupling, one no. of branch pipe one fire mans axe, two numbers of portable extinguishers, first aid hose and support for hosses, branch pipes Axe and reels, size 450 x 600x 250 mm complete as design including necessary fixing arrangements for hose & axe & branch pipe.	Each	6.00
H		**SPRINKLER SYSTEM**		
	FAIR-KEM-CVA-01	Providing and fixing 100mm installation control valve assembly with turbine type automatic alarm to be connected with control valve, drainvalve, test valve and piping as per manufacturer's specifications complete in all respects.	Each	6.00
K		**ENGINE EXHAUST PIPE**		
25	FAIR-KEM-EXP-01	Providing, laying, jointing, testing and commissioning of MS Class 'C' **diesel engine exhaust pipe 300 mm dia** (including butt joints, clamps, steel support) of suitable dia for the engine. The pipe shall be provided with 12 mm thick supercera ceramic fibre rope.	Mtr	12.00
L		**FIRE ALARM SYSTEM**		
26	R3-ME-15-32-a	Supply, Installation, testing & commissioning of addressable 2 loop main fire alarm electronic control panel, expendable up to 4 loop & having maximum 250 devices (any combination detectors plus devices) per loop & Audio/ Visual alarm complete as per IS: 2189 specification - modular type front operated with interlocking door arrangement totally enclosed dust and vermin proof for indoor type applications.	Nos.	1.00
27	FAIR-KEM-ADM-01	S/I/T/C of Autodialer with Modem & other Required accessories	Nos.	1.00

Sr. No.	USOR Code	Item Description	Unit	qty
28	FAIR-KEM-AMD-01	S/I/T/C Of Self Acclimatising floating point sensitivity **Addressable MultiSensor Detector (BFC) & (AFC)** having dual temperature sensors, rotary decade address switches (0-159) and Required Accessories including GI Junction Box And Glands. UL Listed.	Nos.	120.00
31	FAIR-KEM-AMM-01	S/I/T/C Of **Addressable Monitor Modules** With Rotary Decade Address Switches (0-159) and Required Accessories Including GI Junction Box And Glands. - **For Fire Fighting Inteface (Flow Switch & Limit Switch). UL Listed.**	Nos.	12.00
M		**Fire Fighter's 2-way Talk Back System**		
32	FAIR-KEM-TJCM-01	S/I/T/C Of Addressable **Telephone Jacks with necessary Control Module and** required Accessories Including GI Junction Box And Glands. UL Listed.	Nos.	6.00
33	FAIR-KEM-FFTH-01	S/I/T/C Of **Portable FFT Handset** and required Accessories. UL Listed.	Nos.	1.00
	GSP-FAIR-12 ELECT	Supply, Installation, Testing & Commissioning of ***cubical type floor mounted 400A Fire Pump Control Panel*** fabricated from 14 g M.S. Sheet duly powder coated finish of approved shade and comprising of : SITC of AUTO-MANUAL ELECTRICAL FIRE CONTROL PANEL FOR main hydrant pump 55kw(1w+1S), Sprinkler pump 55kw(1w+1S) jockey pump 2 Nos and booster PUMPS Sheet steel floor mounting control panel approximate size 2500 mm x 2100mm x 300mm (h w x d) OR as required for control of Fire pumps having suitably 400Amps incommer MCCB rated incoming isolating switch incoming Digital meter Enercon 6400 or equivallant voltmeter with selector switch and fuses. Outgoing consisting of MCCB for rated current along with Star Delta starter with hand reset overload cum shock preventor type relay, VOLTMETER, Ammeter to read current in any one phase. OFF/AUTO/MANUAL selector switch and Danfoss / NHT make or equivalent.	Nos.	1.00

Lift USOR & NON USOR works:

Sr no	SOR Code	DESCRIPTION OF ITEMS	Unit	Qty
1	R3-ME-19-SI-15P	SITC OF **15 PASSENGER CUM STRETCHER/ HOSPITAL-GEARLESS LIFT/1020Kg** MR/MRL, COPO/ TOPO doors with frame having opening of 800/900/1000 mm wide X 2000 mm high,Automatic Rescue Device, Audio- Visual, Overload indicator, Infra red curtain, 3VF drive, Emergency alarm, Fire alarm switch, overload warning indicator, suitable door safety as specified, suitable for physically challenged persons, complete in all respect as specified in technical specifications. The lift shall be provided with 3 year free defect liability period.		
	R3-ME-19-SI-15P-5	SITC of Passenger cum stretcher/ hospital gearless lift for 15 Passenger/1020 Kg, G+5 floor (6 Stops/6 Landings)	Job	2
	R3-ME-19-SI-8P-5	SITC of Passenger gearless lift for 8 Passenger/544 Kg, G+5 floor (6 Stops/6 Landings)	Job	1

BOQ for ELV USOR & NON USOR works:

Sr No	Item	Description	Unit	Qty	SOR Rate (Rs)
1	R3-ME-12-9-h	24-port manageable network switch	Nos	6	14,608.00
2	R3-ME-12-9-n	24-port PoE+ switch, 10/100/1000 with SFP/combination ports	Nos	4	39,528.00
3	R3-ME-12-9-v	19-inch network rack, complete	Nos	4	34,371.00
4	R3-ME-12-9-t	24-port CAT-6 UTP patch panel	Nos	8	5,499.00
5	R3-ME-12-4-b	CAT-6 Gigabit cable	m	4500	34.00
6	R3-ME-12-5-c	RJ45 LAN access outlet/faceplate	Nos	90	335.00
7	Fair-KEM-ELV-01	24-port CAT6 UTP data rack/patch accessories and labelling	Lot	4	4,500.00
8	R3-ME-12-9-p	Fiber optic backbone cable, 12-core single-mode armoured	m	650	72.00
9	R3-ME-12-9-r	12-port LIU fully loaded	Nos	4	7,217.00
10	R3-ME-12-9-q	Single-mode fibre patch cord	Nos	16	2,063.00
11	R3-ME-12-9-n	24-port manageable PoE network switch with installation	Nos	2	39,528.00
12	R3-ME-12-13-a	CCTV IR indoor dome camera – HD	Nos	32	6,015.00
13	R3-ME-12-13-b	CCTV IR outdoor bullet camera – HD	Nos	8	6,531.00
14	R3-ME-12-13-c	Day/night PTZ CCTV camera	Nos	2	42,965.00
15	R3-ME-12-13-h	16-channel HD DVR	Nos	3	34,371.00
16	R3-ME-12-13-j	4TB surveillance HDD	Nos	6	18,605.00
17	R3-ME-12-13-t	42-inch Full HD LED monitor	Nos	2	77,973.00
18	R3-ME-12-14-a	2 kVA true-online UPS for ELV rack/security	Nos	2	92,804.00
19	R3-ME-12-15-a	Access control proximity card reader	Nos	12	11,342.00

Sr No	Item	Description	Unit	Qty	SOR Rate (Rs)
20	R3-ME-12-15-c	Electromagnetic lock – single leaf 600 lb with feedback	Nos	12	6,015.00
21	R3-ME-12-15-d	Exit push button	Nos	12	1,385.00
22	R3-ME-12-15-e	2-reader access control panel with PSU/enclosure	Nos	6	50,355.00
23	FAir-KEM-ELV-02	SITC of access control management software, single-user licence, complete with controller integration, configuration and programming of access control panels/readers, user database management, access-level/time-zone configuration, door-wise programming, event/transaction monitoring, reporting, system integration, testing, commissioning and operator training, complete as required.	Lot	1	85,000.00
24	R3-ME-12-1-f	EPABX 6x24 P&T expandable up to 48 extensions	Nos	1	54,332.00
25	R3-ME-12-2-d	Telephone cable 20-pair PVC	m	600	130.00
26	R3-ME-12-6-b	20-pair EPABX junction box	Nos	4	1,289.00
27	R3-ME-12-1-k	Telephone instrument	Nos	30	1,634.00
28	R3-ME-12-10-g	PA 160W amplifier	Nos	2	18,578.00
29	R3-ME-12-10-h	16-channel PA zone selector	Nos	1	7,905.00
30	R3-ME-12-10-d	6W/100V PA ceiling speaker	Nos	36	1,289.00
31	R3-ME-12-10-f	PA speaker wiring with PVC conduit	m	1800	107.00
32	R3-ME-12-10-j	Supply & installation of Unidirectional Dynamic Vocal & Speech Microphone	Nos	2	4,176.00
33	R3-ME-12-8-a	25mm PVC conduit for ELV services	m	1600	37.00
34	R3-ME-2-16-a	50x50 PVC trunking with cover	m	300	226.00
35	R3-ME-12-9-u	9-inch ELV rack	Nos	2	7,734.00

Sr No	Item	Description	Unit	Qty	SOR Rate (Rs)
36	FAir-KEM-ELV-03	SITC of Server/NVR/Security equipment cabinet, 19-inch floor/wall mounted, minimum 27U/42U as required, complete with lockable front/rear doors, removable side panels, vertical/horizontal cable managers, fixed shelves, suitable rack PDU, earthing/bonding provision, mounting hardware and all accessories, complete with installation and cable dressing	Lot	2	45,000.00
37	FAir-KEM-ELV-04	Providing and installing dedicated ELV earthing and bonding system for network/CCTV/access-control/PA racks and associated equipment, including copper/GI earth continuity conductors, rack bonding, earth terminals, bonding jumpers, connectors, clamps and ELV surge protection devices for data/fibre/network equipment, complete with testing.	Lot	1	35,000.00
38	R3-ME-12-2-a	PVC Telephone Cable -2 pair	Mtr	500.00	26.00
39	R3-ME-12-3-a	Armoured Telephone Cable -10 pair	Mtr	499.00	48.00
40	R3-ME-12-4-c	RG 6 copper	Mtr	860.00	36.00
41	R3-ME-12-9-q	SITC of Sc-SC Duplex fibre patch cord SM 9/125 - 3mtr	Mtr	16.00	2,063.00

HVAC USOR and NON USOR works:

Sr No	USOR Code	Description	Unit	Qty
1	R3-ME-9-7-b	SITC of VRF/VRV air-cooled outdoor unit, 10 HP, complete	Nos	2
2	R3-ME-9-7-c	SITC of VRF/VRV air-cooled outdoor unit, 12 HP, complete	Nos	4
3	R3-ME-9-7-d	SITC of VRF/VRV air-cooled outdoor unit, 14 HP, complete	Nos	2
4	R3-ME-9-10-b	VRF indoor unit, 1.5 TR, four-way cassette	Nos	4
5	R3-ME-9-10-c	VRF indoor unit, 2.0 TR, four-way cassette	Nos	10
6	R3-ME-9-10-d	VRF indoor unit, 2.5 TR, four-way cassette	Nos	4
7	R3-ME-9-10-f	VRF indoor unit, 3.0 TR, four-way cassette	Nos	5
8	R3-ME-9-10-g	VRF indoor unit, 4.0 TR, four-way cassette	Nos	8
9	R3-ME-9-7-m	SITC seamless heavy-gauge refrigeration copper piping for VRF/VRV, 18 gauge, insulated with nitrile rubber, including supports/fittings etc.	Mtr	1700
10	R3-ME-9-7-n	SITC VRF Refnet/branch joints, complete	Nos	32
11	R3-ME-2-3-g	Power/control cabling for VRF outdoor/indoor units, provisional	Mtr	300
12	R3-ME-2-3-s	Power cable 4C x 10 sq.mm Cu armoured, provisional for VRF feeders	Mtr	400
13	R3-ME-2-3-a	2C x 1 sq.mm shielded communication cable for VRF	Mtr	736
14	R3-ME-9-2-k	Condensate drain piping for AC units, complete	Mtr	450
15	R3-ME-9-7-o	Central VRF remote controller/monitoring system with fire-alarm interface	Nos	1
16	R3-ME-9-7-l	VRF-to-DX AHU controller/distribution kit	Nos	5
19	R3-ME-9-23-d	SITC of DX double-skin Air Handling Unit / Treated Fresh Air Unit working on 100% fresh air, 4000-5000 CFM, complete with DX coil, VFD plug fan, EU-4 pre-filter section, drain tray, controls and accessories as per BMC SOR	Nos	5

Sr No	USOR Code	Description	Unit	Qty
20	**R3-ME-9-94**	**SITC of dedicated control panel for DX AHU / TFA unit, complete with starter/VFD interface, protections, indication and control wiring**	**Nos**	**5**
21	R3-ME-9-103	Installation, testing and commissioning of Ductable / Packaged / Precision AC unit; used for TFA/AHU commissioning	Nos	5
22	R3-ME-9-52-b	GSS ducting 22 SWG for fresh-air/supply-air distribution, complete with accessories, gaskets and supports	Sqm	650
23	R3-ME-9-52-c	GSS ducting 24 SWG for exhaust-air distribution, complete with accessories, gaskets and supports	Sqm	350
24	R3-ME-9-42	Thermal insulation to supply-air ducting with nitrile rubber, complete	Sqm	650
25	R3-ME-9-37	Aluminium supply-air diffusers and return-air grilles with volume-control dampers	Sqm	6
26	R3-ME-9-91	Motorised volume control dampers with actuator	Sqm	8
27	R3-ME-9-100	Wall/shaft openings for supply-air duct, drain piping and cables and making good	Job	10
28	FAIR-KEM-HEPA-01	H13 HEPA/HAPA terminal filter boxes for critical areas (autopsy, FMT/wet/cadaveric laboratories and other rooms as finalized), including housing, access and terminal diffuser	Nos	12
29	FAIR-KEM-ffb-01	F7/F9 fine-filter bank for TFA/AHU units downstream of prefilter, complete with differential-pressure provision	Set	5
30	FAIR-KEM-EFCMH-01	Dedicated contaminated-area exhaust fan, 4000-6000 CMH, AMCA/IS compliant, with motor, flexible connection, gravity/backdraft damper and isolation	Nos	6
31	FAIR-KEM-TOEF-01	Dedicated general/toilet exhaust fan, 2000-3000 CMH complete with accessories	Nos	4
32	FAIR-KEM-OCET-01	Odour/contaminated exhaust treatment provision, activated-carbon filtration/odor-control module for mortuary/laboratory exhaust, complete	Set	2
33	R3-ME-9-99	Validation for AC work including performance verification, temperature/humidity/air quantity checks and documentation	Job	1
35	R3-ME-9-47	Acoustic insulation in AHU/TFA rooms	Sqm	25

Cold Storage room USOR and NON USOR works:

Sr No	Item	Description	Unit	Qty
1	FAIR-KEMH-VAC-CR-01	Cold Room 01: 7.29 m x 8.31 m x approx. 3.75 m clear, +2 to +4°C mortuary storage room, insulated PU/PIR sandwich panels, 100 mm thick	Sqm	175
2	FAIR-KEMH-VAC-CR-02	Cold Room 02: 14.31 m x 9.85 m x approx. 3.75 m clear, +2 to +4°C mortuary storage room, insulated PU/PIR sandwich panels, 100 mm thick	Sqm	280
3	FAIR-KEMH-VAC-CR-03	Refrigeration condensing unit, air-cooled, duty, approx. 5 TR, +2 to +4°C application, complete with compressor, condenser, controls	Set	1
4	FAIR-KEMH-VAC-CR-04	Refrigeration condensing unit, air-cooled, standby, approx. 5 TR, complete	Set	1
5	FAIR-KEMH-VAC-CR-05	Refrigeration condensing unit, air-cooled, duty, approx. 7.5 TR, +2 to +4°C application, complete	Set	1
6	FAIR-KEMH-VAC-CR-06	Refrigeration condensing unit, air-cooled, standby, approx. 7.5 TR, complete	Set	1
7	FAIR-KEMH-VAC-CR-07	Cold-room ceiling evaporator/fan coil, SS/corrosion-resistant, approx. 5 TR, low-temperature application, with TXV/EEV and controls	Nos	2
8	FAIR-KEMH-VAC-CR-08	Cold-room ceiling evaporator/fan coil, SS/corrosion-resistant, approx. 7.5 TR, with TXV/EEV and controls	Nos	2
9	FAIR-KEMH-VAC-CR-09	Refrigerant-grade copper piping with closed-cell insulation, fittings, valves, supports and nitrogen brazing for cold rooms	Mtr	350
10	FAIR-KEMH-VAC-CR-10	Cold-room insulated sliding/swing doors, gasketed, hygienic finish, complete with hardware	Nos	4
11	FAIR-KEMH-VAC-CR-11	Cold-room temperature controller, digital display, alarm, high/low temperature indication and sensor	Nos	4
12	FAIR-KEMH-VAC-CR-12	Emergency release / internal safety device for cold-room doors	Nos	4
13	FAIR-KEMH-VAC-CR-13	LED cold-room vapour-proof luminaires, IP65 minimum	Nos	12
14	FAIR-KEMH-VAC-CR-14	Defrost, condensate drain, drain heater/trap and accessories, complete	Lot	2
15	FAIR-KEMH-VAC-CR-15	Cold-room refrigeration electrical control panels, starters/protection, auto changeover/duty-standby controls and alarms	Set	2
16	FAIR-KEMH-VAC-CR-16	Testing, commissioning, pull-down test, temperature mapping and performance test	Lot	2

D.G. Installation works:

Sr no	USOR Code	DESCRIPTION OF ITEMS	Unit	Qty
1	R3-ME-6-18-q	SITC OF AUTOMATIC MAINS FAILURE PANEL SUITABLE TO DG SET -400KVA	Nos	1
2	R3-ME-6-17-p	D.G.SET WITH PANEL -400KVA	Nos	1

Solar Works BOQ:

Sr no	USOR Code	DESCRIPTION OF ITEMS	Unit	Qty
1	TM-FAIR-ELE-35	SITC ongrid Solar PV Plant conform to MNRE specs as amended, suitable strength with compo complete asreq.PVM of 330Wp orabove, manu. in India,conform.to relevant IS.effi.notbe lessthan 16.5%.used in so lar pwr plants system must be o/p peakwatt capacity,notbe lessthan 90%at theend of 10yrs.80% at theend of 25yrs.PCU 350-800VDC I/P vtg.400V AC,3 ph,4wire,50Hz,o/p vtg generate AC Pwr eff. not lesstha n 97%,THD lessthan3% suitable for temp.0-50 deg C.The PCU shall adjust the Volt and freq.lvl to suit the Grid Vtg Freq.Fixing of Array J.B. and Main J.B. with IP65 term.arrangement for I/C and O/C cab le with glands,lugs etc.as req.Ltg and surge vtg pro-tect.Conn.by S & F req. size Arm Cu Cable 1.1kV pwr and ctr cables betwen PVM,mainpwr cable togrid supply PCU along with S/F of ch/cond.lugs other a ccce etc.as all req.Solar PVM clean unit .All Additional is incl in item.	kw	25

Note:- Scope of work and list of items mentioned in the tender are not exhaustive. The same may be altered or amended as per requirement of the site conditions and requirements of the work. The complete work shall be executed as per directions without claiming any additional cost/price/charges.

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Section 24

Schedule of Payment

SCHEDULE OF STAGE PAYMENTS

Unless explicitly stated otherwise in the Tender Documents, the payment shall be as per actual measurements on submission bill by the Contractor. All running / intermediate & final payments shall be made to the Contractor in accordance with the following schedule:

The following Table of payment shall be used for individual building basis:

Annexure–D Schedule of Payment-I

The Successful bidder/ contractor shall be paid in following stages consistent with actual work done.

For Civil & M&E Works:

Stage Nos.	Activity stage of recommendation of Project work	% of Total cost quoted by bidder
1.	On approval of the drawings from statutory authorities as per tender	0.125%
2.	On submission of detailed methodology, structural design etc.	0.125%
3.	On completion of RCC work / structural works	28.000%
4.	Above Terrace works including OHT,LMR, Staircase Room etc. complete	2.000%
5.	On Completion of Masonry Work	2.500%
6.	On Completion of internal Plaster & Point wiring	2.500%
7.	On Completion of internal Plumbing, with fixtures and fittings, Water Treatment Plant	4.000%
8.	On Completion of internal Painting & Switches, Switch Boards & Ventilation System	1.500%
9.	On Completion of external Plaster and façade work,	7.500%
10.	On Completion of external Plumbing, Fire Fighting ,ELV,BMS work and drainage work	4.000%
11.	On Completion of external Painting,	3.000%
12.	On Completion Total of Waterproofing works including Toilet and terrace and Water tanks waterproofing.	3.750%
13.	On Completion of entire internal, common area etc. Flooring & Podium	10.000%
14.	Fixed Partitions, Platforms, desk etc. in Building	1.875%
15.	On Completion of : - Miscellaneous Structural steel and Strengthening works, Electrical meter work	2.500%
16.	On Completion of : - Wood work Door frames and shutter	0.625%
17.	On Completion of :-Doors/Windows/Grills	0.625%
18.	On Completion of : - Miscellaneous fixtures internal works, amenities, hinges, false ceiling etc.	1.500%
19.	On Completion of : - Balanced Civil works & MEP services in constructed area and rectification works, etc.	3.000%
20.	Upon receiving Lift material	0.900%
21.	Upon Installation of Lift	0.300%
22.	Upon Commissioning of Lift	0.150%
23.	On Completion of All U.Gs. & O.H.Ts, RWH system and Tanks	1.275%
24.	On completion of other infrastructural and miscellaneous works singes, landscape tree plantation Solar PV Generation System, ~~STP,ETP,~~ Drainage work, Final Fire Fighting Work, AHU installation testing and commissioning and Cold Storage installation testing and commissioning, Final testing of lift, final testing of Ventilation system etc. and On Completion of Compound wall with gates, gate offices, security offices.	6.250%
25.	Sucessful coordination with other beder who is going to install the Hosptital / Mortuary Equipments and Handing Over the Project to Department.	2.000%
	Grand Total	**90.000%**

Handing over Civil & M & E Works

Sr. No.	Description	% of Total Project cost
1	Obtaining occupation certificate & Building completion certificate	2%
2	Handing over of project to user dept. & on full occupy	1.5%
3	Submission of as built O.C., Drawing, & Records to the User department	1.5%
	Total	**5%**

After successful completion of operation & maintenance, for period of Three years

Sr. No.	Description	% of Total Project cost of Wing A & Wing B
1	After successful completion maintenance period of First year	1.5%
2	After successful completion maintenance period of Second year	1.5%
3	After successful completion maintenance period of Third years & Handing over to BMC	2.0%
	Total	**5%**

Payment Terms in M&E: Payment for MEP items will be released in the following proportion- The offered price is distributed as follows:

(1) 40% on supply of material,

(2) 40% on installation and

(3) 20% on testing and commissioning

Payment shall be released after deducting the applicable deductions as per GCC condition.

Notes :

1. The Corporation will make advance to the contractor for the works in two installments. The first installment shall be equal to 5% of the contract price of respective building which work in hand. The payment of the first installment of loan will be due after actual starting of execution of work of that respective building and after fulfilling the requirements in the prevailing GCC conditions of BMC.
2. The Bidder shall take in to account that the rebate for the serviceable material received after demolition shall be taken as per actual measurement in respective running bill as prevailing schedule of BMC for rebate Item
3. Above is weightage allotted to the activities and the proportionate payment can be made subject to the actual work done and subject to applicable terms and condition.
4. Above Payment stages shall be applicable for each phase individually as mentioned in tables above.
5. For individual buildings the detailed payment schedule can be worked out Separately for civil and M & E works as per this statement only by BMC at the time of award of work.
6. The above bi-furcation is only for stage payments in Running Bills and does not specifically include all the items and component of works as per scope of work. The 100% of quoted amount includes complete work as per scope of work, Specifications and Terms and Conditions of the contract and nothing extra shall be paid for the component of works not specifically mentioned in schedule of stage payment as payment for them is included in the overall quoted amount.
7. The total built up area of each structure shall be as mentioned in this document.

8. The payment to the contractor shall be made as per the square meter area of that particular building mentioned in the tender or the area actually constructed whichever is minimum.

a. In case there is decrease in the Built up area the payment will be done on actual built up area.

9. Built-up Area of Buildings mentioned in the tender for structure is tentative only which have been worked out based on approvable Architectural Drawings and there may be changes in built-up area and floor heights (marked in conceptual Architectural drawings) to meet functional requirements or otherwise while "Good for Construction" Drawings are prepared by the consultant engaged by the Contractor.

10. Payment shall be made on built-up area of the buildings only and cost of all the services, overhead water tanks and other ancillary works as per scope of work are deemed to be included therein for which nothing extra shall be paid. Cost of Elevation features, False walls, Façade Works, MS Structure for support of Façade / Projections / Structures for Solar PV Panels, Pergolas and other features as shown in the drawings/mentioned in tender shall also be deemed to be included in the quoted amount thus shall not be measured in built up area of buildings.

11. **Definition of Built up area (BUA) or Construction area** i. e. The **Built up area (BUA)** is defined as the Entire floor Construction area of all floors including, basement, stilts, podiums, habitual floors staircases passages, lobbies, services areas, service floors, balconies, toilet blocks, Overhead water tank internal plan area, Lift Machine room built up area (If MRL No Machine room area shall be considered), Staircase Mumpty room built up area, any additional RCC or steel structure (closed from all side) like Security office, chauki, substation, receiving station, Gas Manifold Station, Scrap yard etc., outside the buildings mentioned in this tender, and any tanks, etc. outside buildings mentioned in this tender, **Excluding terraces, Chhajjis, slab projections, corniness, parapet wall, fins, elevations, M. S. Structure for façade, projections, Structures for Solar P.V. Panels, porch, canopies, Pergolas and Lift wells, Cut outs, any kind of ducts, atriums In this tender it is @ 2,860.00 sq.m.**

12. The changes suggested by the user department shall be carried out by the contractor during construction.

13. Any extra work to be carried out by the contractor during construction, same shall be carried out by the contractor which is not mentioned in the scope work, with Prior Written Approval from Engineer in charge as per Prevailing USOR and Approved SAP rates.

The M & E Cost shall be Bifurcated by bidder in the following services wise break up

The M & E Cost shall be Bifurcated by bidder in the following services wise break up			
		Total Cost	Supply Cost(40%)
1.	Electrical Works(Incl. Solar)		
2.	CCTV,ELV, Fire Alarm and BMS work		
3.	Ventilation system / (HVAC) work		
4.	Cold Storage Work		
5.	Fire Fighting System		
6.	Escalator/Lift work		
7.	Plumbing work		
8.	Solar System		
9.	RWH , plumbing and Drainage works		

Section 25

FINANCIAL BID FORM

(FORM 'B')

BRIHANMUMBAI MUNCIPAL CORPORATION				
Bid No:- **2026_MCGM_1348018_1** Name of The Project: "Establishment of the Advanced Forensic Medicine & Non-Invasive Autopsy Centre at KEM Hospital, Mumbai — Construction of a Ground + 5 Storey State-of-the-Art Medico-Legal and Mortuary Complex on EPC-Turnkey Basis.				
Name of Contractor:				
Sr. No.	Component of Work	Area of Building (*in Square meter)*	Rate Per Square meter	Quoted Cost per Component (Rs.)
1	Civil Works - As per Tentative Bill of Quantities	2,860		
2	M&E Works - As per Tentative Bill of Quantities	2,860		
3	CSMC for Civil Work for 3 years	For RWH Works		
4	CSMC for M&E work for 3 years	For M & E Works		
	Total Tendered Amount (Rs.)			
Bidder Shall attach building wise cost break up for Civil works, M & E works, CSMC for civil works, CSMC for M & E works.				

Due Date of e-Tender: As on cover page.

I/We have received, read and am/are agreeable to the content of **page no. 1 to 419** including the Bill of Quantities while quoting the percentages offered. I/We have considered the contents of the documents contained in the above mentioned pages and into thereof, I/We have signed the documents.

Name and Title of Signatory:

Name of Tenderer(s) :

Address:

E-Mail Address of the firm:

Telephone numbers:

Digital Signature of Tenderer(s)

Trading under the Name and style of

(A separate sheet must be filled, scanned and uploaded in packet B along with e-tendering)