



**Name of Work:** Providing Gates and Signboards to various  
MCGM School Buildings in Zone-I

**A.E.(SIC) Z-I**

**A.E.(SIC) M&E**

**E.E.(SIC) City**

**Dy. C.E. (SIC)**

**S.E. (SIC) A,B & C**

**S.E. (SIC) D**

**S.E. (SIC) E**

**S.E.(SIC) M& E**

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# **SECTION 1**

# **E-TENDER NOTICE**

# **MUNICIPAL CORPORATION OF GREATER MUMBAI**

**Dy. City Engineer (School Infrastructure Cell)**

No. Dy. C.E./SIC/6472 / City, dated 23.08.2021

## **E-TENDER NOTICE**

**Subject:** Providing Gates and Signboards to various MCGM School Buildings in Zone-I  
**(Bid Invitation No: 7200008465.)**

The Municipal Corporation of Greater Mumbai (MCGM) 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, (MCGM) in Class 'IV' & above for Civil having MOU with Electrical Contractor of Class 'A' as per 'Rules Governing Registration of Contractors/s for Civil and Mechanical & Electrical Engineering Works-2016" ( came in force from date 01.12.2016) as per Hon'ble MC's sanction u/no. MGC /F/ 1614 dtd. 25.10.2016 and Class 'IV' & above for Civil having MOU with Electrical Contractor of Class 'A' & above for Electrical as per Registration Rules 2015 and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization /Central or State Public Sector Undertakings except P.W.D. registration, will be allowed subject to condition that, the contractors who are not registered with MCGM will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty. **Bidding Process will comprise of THREE stages.**

The application form can be downloaded from MCGM's portal (<http://portal.mcg.gov.in>) on payment of Rs.9400/- at G.L. Code no.150110300 & 2.5% CGST + 2.5% SGST to G.L. No. 350300508 per copy by e- tendering process from the approved banks under section "Payment of Tender Price". The applicants not registered with MCGM are mandated to get registered (Vendor Registration) with MCGM for e-tendering process & obtain login credentials to participate in the online bidding process. To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer (FAR), 3rd floor, Municipal Headquarter.

Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai.

For e-Tendering registration, enrollment for digital signature certificates and user manual, 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, IDRB, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

Name and location of work	Contract period	Estimated Cost of Project
Providing Gates and Signboards to various MCGM School Buildings in Zone-I	<b>9 Months</b> (Including Monsoon)	<b>Rs. 1,84,56,240/-</b>

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an **Earnest Money Deposit of Rs. 1,84,562/- (Rupees One lakh Eighty Four thousand Five Hundred Sixty Two only)** (the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on MCGM portal (<http://portal.mcgm.gov.in>) as mentioned in the Header Data of the tender.

As per THREE Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendors' document online in Packet A, B. Packet A, B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Dy. City Engineer (School Infrastructure Cell). The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.

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

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

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

Office of: Dy.City Engineer (School Infrastructure Cell)  
5th Floor, Prafullaban Society, Miranda Wadi,  
Ram Maruti Road, Nr. Shivaji Park Police Station,  
Dadar (w), Mumbai – 400 028  
Phone No: 022 24381135 Ext: 227  
Fax No: 022 24381856  
E-Mail: [dycesic.ce@mcgm.gov.in](mailto:dycesic.ce@mcgm.gov.in)

The applicants may wish to visit the site under reference located in Zone-I, a part of western suburb, Mumbai and can collect the information of the present status from the department who have invited the bids. The MCGM reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of MCGM. <http://portal.mcgm.gov.in/tenders>.

Sd/-

**Dy. City Engineer**  
**(School Infrastructure Cell)**

### HEADER DATA

<b>Tender Document No</b>	<b>Bid invitation no:- 7200008465</b>
Name of Organization	Municipal Corporation of Greater Mumbai
Subject	Providing Gates and Signboards to various MCGM School Buildings in Zone-I
Cost of Tender	Rs. 9400/- + (2.5% CGST + 2.5% SGST)
Cost of E-Tender (Estimated Cost)	<b>Rs. 1,84,56,240/-</b>
Bid Security Deposit/ EMD	<b>Rs. 1,84,562/-</b>
Date of issue and sale of tender	13.09.2021 from 11:00Hrs
Last date & time for sale of tender & Receipt of Bid Security Deposit	20.09.2021 upto 12:00 Hrs
Submission of Packet A, B & Packet C(Online) & receipt of Bid Security Deposit	20.09.2021 upto 16:00 Hrs
Opening of Packet, A	21.09.2021 after 15:00Hrs
Opening of Packet B	21.09.2021 after 15:10Hrs.
Opening of Packet C	28.09.2021 after 15:00Hrs.
Address for communication	Office of: Dy.City Engineer (School Infrastructure Cell): 5th Floor, Prafullaban Society, Miranda Wadi, Ram Maruti Road, Nr. Shivaji Park Police Station,Dadar (W), Mumbai – 400028. Phone No: 022 24381135, Ext: 227 Fax No: 022 24381856 E-Mail: <a href="mailto:dycesic.ce@mcgm.gov.in">dycesic.ce@mcgm.gov.in</a>
Venue for opening of bid	On line in Dy.C.E.(SIC)'s office.

This tender document is not transferable.

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

Sd/-

**Dy. City Engineer  
(School Infrastructure Cell)**

# **SECTION 2**

# **ELIGIBILITY**

# **CRITERIA**



## **For Regular, Routine and Maintenance works: (i.e. 'A')**

### **1.1 Technical Capacity**

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

**Three** similar **completed** works or currently executing **three** works of similar nature **each** costing **20%** of estimated cost

Or

**Two** similar **completed** works or currently executing **two** works of similar nature **each** costing **25%** of estimated cost

Or

**One** similar **completed** work or currently executing **One** work of similar nature **each** costing **40%** of estimated cost

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

### **1.2 Financial Capacity**

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

### **1.3 Similar Experience:**

**“For assessing the technical capacity of Regular, Routine and Maintenance;**

“For assessing the technical capacity of major structural repairs / maintenance work and reconstruction/new construction works; similar work shall mean the completed or ongoing works in Building Construction OR Building Maintenance such as repairs/retrofitting/up gradation/structural repairs”.

**For Original and New construction works (.i.e ‘B’)**

**2.1 Not Applicable for this bid.**

**2.2 Not Applicable for this bid.**

**2.3 Not Applicable for this bid.**

**(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, including monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year)

**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, or financial failures etc.

#### **D. Equipment Capabilities as required for this work**

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

**b) New and Original Works: Not Applicable for this bid.**

**c) Special Works: Not Applicable for this bid.**

The minimum standard may also state that the person or persons responsible for managing

#### **Note:**

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

#### **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 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.**

##### **A) General Guidelines for Fixing Requirement of Technical Staff**

**Not Applicable for this bid**

##### **B) General Guidelines for Fixing Requirement of Technical Staff**

<b>Cost of work (Rs in Crore)</b>	<b>Requirement of Technical Staff</b>		<b>Minimum Experience (year)</b>	<b>Designation</b>
	Qualification	Number		
More than 1.5 to 5	i) Graduate Engineer	1	5	Principal Technical Representative
	ii) Graduate Engineer or	1	2	Project/Site Engineer
	Diploma Engineer	1	5	Billing Engineer

**Notes-** 1 "Cost of work", in table above, shall mean the agreement amount of the work.

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

Sr. No.	Qualification	Experience(years)	Rate of Recovery
1	Project Manager with degree	10	Rs.30000/- p.m.
2	Graduate Engineer	5	Rs.25000/- p.m.
3	Graduate Engineer	2	Rs.15000/- p.m.
4	Diploma Engineer	5	Rs.15000/- p.m.

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 nature of work by competent authority i.e. Chief Engineer with recorded reasons.

# **SECTION - 3**

# **DISCLAIMER**

## DISCLAIMER

The information contained in this e-tender document or provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Municipal Corporation of Greater Mumbai (MCGM), 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 Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai (MCGM), 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 Municipal Corporation of Greater Mumbai (MCGM) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Municipal Corporation of Greater Mumbai(MCGM), 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 Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai(MCGM) 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.

Though adequate care has been taken in the preparation of the tender document, the tenderer should satisfy him that it is complete in all respect.

Neither M.C.G.M. nor its employees or its Architect / Associated Consultants will have any liability to any prospective tenderer or any other person under law, equity or contract or otherwise for any alleged loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in the tender document, any matter deemed to form part of the tender document, the award of the Project, the project information and any other information supplied by or on behalf of M.C.G.M. or their Architect, any consultants or otherwise arising in any way from the selection process for the Project.

M.C.G.M. reserves the right to reject any or all the tender documents submitted in response to the advertisement at any stage without assigning any reason whatsoever.

M.C.G.M. reserves the right to change any or all the provisions / conditions of the tender document. Such changes will be intimated to all the tenderers who have purchased the tender document, before the last date of submission of the tender document.

Neither M.C.G.M. nor its employees or its Architect / Associated Consultants will have any liability to any prospective tenderer or any other person under law, equity or contract or otherwise to 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 contractor shall take in to the account the fact while quoting. **The NOC from SWM dept. is mandatory for any sort of removal from site.**

As per provisions under Circular u/no. AMC/ES/679/II dtd 06.10.2015, Neither M.C.G.M. nor its employees or its Architect / Associated Consultants will have any liability to any prospective tenderer or any other person under law, equity or contract or otherwise, to make any payment towards barricading. The same shall be provided as per specifications, as per site requirements and as directed by Engineer, where required. Contractor shall quote accordingly.

# **SECTION 4**

# **INTRODUCTION**



# INTRODUCTION

## Scope of Work:

MCGM is primarily an organization, which in the interest of citizens and with the speed of urbanization deals with the variety of the infrastructure services and delivered to the public by different departments like Water Supply Projects, Sewerage Projects, Hydraulics, Storm Water Drain/Roads and bridges and Building Construction etc.

## Background:

The Municipal Corporation of Greater Mumbai covers an area of 209.58 sq.km. with a population of 1.24 Crores as per census of 2011. The metropolis accounts major portion of India's international trade and government's revenue, from being one of the foremost centers of education, science and technological research and advancement.

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

MCGM (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, MCGM 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 MCGM 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.

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

## RECORDS & CO-ORDINATION:

Necessary registers as maintained by the PMC's Engineer/MCGM Engineer as case may be at site as directed by the M.C.G.M. Engineer and the same shall be duly signed by the Contractor and his Engineer. Such registers shall include but not limited to list of dismantled objects/items to be handed over to the MCGM's authorities.

# **SECTION - 5**

## **PRESENT SITE**

### **CONDITIONS**

## PRESENT SITE CONDITIONS

### 1. SITE LOCATION:

#### List of Schools

Sr. No.	Ward	Name of School
1	A	Lord Harris Municipal School
2	A	Colaba Primary Municipal School
3	A	Colaba Secondary Mun. School
4	A	Colaba Market Mun. School
5	B	J.R. Primary Mun. School
6	B	Kambekar Mun School,
7	B	J.R. Secondary Mun. School
8	B	Janabai and Madhavrao Rokade Mun. School
9	B	Wadgadi Municipal School
10	B	Babulla Tank Building, Imamwada Road, Mumbai.
11	B	Walpakhadi Mun School
12	B	Dongri Gujrathi Mun School
13	C	Gulalwadi Municipal School
14	C	Sindhi Galli Municipal School.
15	C	A.K.Hafizka Municipal School
16	C	Seth Chotelal Municipal School,
17	D	Janata Nagar Municipal School, Mahalaxmi.
18		Jagannath Shankar Sheth Mun School.
19		Bane Compound Mun. School.

20		Balaram St. .Munl. School Bldg. Balaram Street.
21		Gilder Path Mun Sch Bldg, Munl.School Bldg.Gilder Path.
22		Mahalaxmi Mun Sch Bldg.
23		Kelewadi Mun Sch Bldg., Kelewadi, Girgaon.
24		S. S. Bangali Municipal School.
25	E	B.J. Marg Municipal School.
26		Water Street Municipal School.
27		Tadwadi Municipal School.
28		Rambhau Bhogle Municipal School.
29		Megharaj Sethi Municipal School.
30		Tadwadi BIT Chawl Municipal School.
31		Chinchpokli (Bawalawadi) Municipal School.
32		J.J. Shatabdi Municipal School.
33		MURMunicipal School.
34		Underia Municipal School.
35		Kamathipura Municipal School.

## **2. SITE FACILITIES:**

### **2.1. Water Supply:**

The responsibility of making the water available for construction as well as drinking purpose is remains with the Contractor and no cost on this account will be reimbursed.

### **2.2. Electric Supply:**

The Contractor shall make his own arrangements for temporary supply, tapping and distribution of the same as per the works requirement. The contractors shall also make arrangement for removal and refixing of the electrical fittings /fixtures & wiring while

execution of the painting and allied works at their cost. No extra payment shall be made for the same.

The bidder shall quote accordingly.

### **3. SITE CONSTRAINTS:**

Some of the constraints to be considered are indicated here below for guidance / information however, the contractor must visit the site to get acquainted and ensure the correctness of the information given.

i) Since the work is to be carried in very densely populated area, minimum of disturbances to the living occupants of nearby buildings as well as to the pedestrian's is to be maintained.

ii) Highest standards of cleanliness need to be maintained. For this purpose, appropriate precautions such as constant and continuous cleaning of areas, careful and prompt removal of debris, etc. must be taken. The Contractor should submit a comprehensive plan with detailed methodology for his various activities; Stacking of materials on site and movement of men and materials can be carefully planned and controlled. If use of road becomes inevitable for transportation and stacking of material, permission should be taken from concerned authorities.

iii) Proper fencing / barricading around the open plot of school must be provided by the contractor at his cost.

The Contractor will have to take into account all the above present site Conditions / constraints while quoting his rates as well as preparing the work methodology and scheme of execution which will be the part of tender document.

### **4.0 DIFFICULTIES IN EXECUTION OF CONSTRUCTION WORKS:**

Handicaps/Difficulties will be present during execution of work. Some very important points have to be mentioned regarding the construction, civil and allied works of the building complex.

- A. While execution of the work, the scaffold design should be such as to cause minimum inconvenience to movement especially at entry/exit points. Necessary safety features must be in place.
- B. Proposed work will involve shifting of men and materials, temporary shut downs of units, noise and dust during Civil and Electrical Works.
- C. All electrical fixtures & wiring will have to be removed / re-routed and necessary temporary supply will have to be provided.
- D. The contractor shall take the responsibility of the workers / laborers by providing life insurance to the workers / laborers or any persons during the accident as per procedure of the M.C.G.M.
- E. The proposed work shall be completed within specified time period, for which the contractor shall be observed the bar chart in consultation of M.C.G.M.

# **SECTION - 6**

# **E-TENDERING**

# **ONLINE**

# **SUBMISSION**

# **PROCESS**

## **E-TENDERING ONLINE SUBMISSION PROCESS**

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

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

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

Start Date read as “Sale Date”

End Date read as “Submission Date”

Supplier read as “Contractor/bidder”

Vendor read as “Contractor/bidder”

Vendor Quotation read as “Contractors Bid/Offer”

Purchaser read as “Department/MCGM”

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

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

II. Transfer from R3 (registered contractors with MCGM) to SRM

a. Contractors already registered with MCGM will approach to Vendor Transfer cell.

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

transfer cell.

c. MCGM authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.

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

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

III. Online Self Registration (Temporary registration for applicant not registered with MCGM)

Vendor fills up Self Registration form via accessing MCGM portal. Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.

Accepted Vendor receives User ID creation email with Link on his supplied mail Id.

Vendor creates his User ID and Password for e-tendering application.

#### **IV. CONTRACTORS BIDDING:** Applicant will Quote and Upload Tender Documents

Access e-tender link of SRM Portal

Log in with User ID and Password

Selects desired Bid Invitation (he wants to bid)

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

Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.

Applicant will upload Packet A related and Packet B related Documents in Packet A and Packet B folder respectively by accessing these folders through "My Notes" Tab and collaboration folder link.

All the documents uploaded have to be digitally signed and saved. Contractors can procure their digital signature from any certified CA's in India.

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

For commercial details (in Packet C) contractors will fill data in Item Data tab in Service Line Item via details and quotes his "Percentage Variation" (i.e.% quoted) figure. (If entered '0' it will be treated as at par. By default, the value is zero only.

Applicants to check the bid, digitally signs & save and submit his Bid Invitation.

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

Please note that "Hold" action do not submit the Bid.

Applicants will receive confirmation once the Bid is submitted.

Bid creator (MCGM) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.

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

The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet 'A' instead of paying the EMD at any of the CFC centers in MCGM Ward Offices.

The e-tender is available on MCGM portal, <http://portal.mcgm.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the time-table shown in the Header Data in the office of Dy.C.E (SIC).



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 MCGM Portal (<http://portal.mcgm.gov.in>).

# **SECTION - 7**

# **INSTRUCTIONS TO**

# **APPLICANTS**

## ❖ Scope of Application

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

### A. TIME PERIOD OF THE PROJECT:

Entire project should be completed and delivered within **9 months** of time from the date of award of contract that Including Monsoon.

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

The Contractor should submit the bar chart within 3 days of receipt of work order for approval of Engineer-in-charge. If no communication received from Engineer in Charge within seven days, the same is to be considered as deem approved. The work should be completed as per approved bar chart.

The Contractor is supposed to carry out the work and keep the progress as per approved Bar Chart.

### B. Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of work order. 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.

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.

The amount of Security Deposit retained by the MCGM 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 MCGM shall be adjusted towards the excess cost incurred by the Department on rectification work.

### II .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 installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Engineer on behalf of the Municipal Commissioner

shall have power to adopt any of the following process, as he may deem best suited to the interest of MCGM

**(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 MCGM.

**(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 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.

**D.** Contract may be rescinded and security deposit forfeited for bribing a public officer or if contractor becomes insolvent

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of

his servants or agents through any public officer, or person in the employ of 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 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.

Note: 1) Contractor shall submit pre painting survey report from the paint company and submit methodology for the same.

2) Contractor shall submit post painting report from paint company with warranty certificate.

3) During execution of repair/painting work, removing and refixing of electrical Fittings/ fixtures shall be carried out at contractor's cost. No extra payment shall be made for the same.

The bidder shall quote accordingly.

## **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'

Valid Registration Certificate for Civil & Electrical.

Valid Bank Solvency Certificate of Minimum Solvency amount as governed by Registration Rules in force for respective Class of Contractor for Civil and M&E works. (Issued not more than one year prior to the date of submission of tender.)

Bidders MOU with Electrical contractor on Rs.500/- Stamp paper.

A document in support of Registration under Maharashtra 'GST' 2017. Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST 2017 Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.

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.

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

The screen shot of receipt of payment of EMD...

Duly signed tender form.

Vender details such as the bidders shall categorically provide their Email-ID in packet 'A', contact no., vendor registration no. & alternate e-mail id etc.

#### **NOTE:**

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

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

## **PACKET – B**

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

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

Annual financial turnover for preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bids are invited (Proforma-II). 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.

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).

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.

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

New and Original Works: Not Applicable to this bid.

III) Special Works: Not Applicable to this bid.

The proforma-III shall be uploaded in Packet ‘B’ as per the appendix.

The Proforma-IV shall be uploaded in Packet ‘B’ as per the appendix.

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.

Statement showing assessed available Bid Capacity

Pre-contract integrity pact (Annexure-B).

The undertaking of Rs.500/- stamp paper as per the proforma annexed in ‘Annexure- C’ i.e. declaration cum indemnity bond.

‘Details of History’ (As per circular no. MGC/F/6565 dt 25.09.2018)

**If there is no Litigation History, the bidder shall specifically mention that, there is no Litigation History against him as per the clause of Litigation History.**

**Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, de registration and cheating with MCGM, 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 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 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.**

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

The tenderers shall submit the signed copies of all addendums & corrigendum's, if any.

**Note:**

The Electrical / Mechanical work shall be got carried out by the civil contractors through the contractors registered with MCGM. in Electrical Category. 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.

The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to MCGM as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/65 of 0.03.2013.

The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to MCGM as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

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



### **PACKET – C**

- a) Online tender filled in either percentage plus or minus (above or below), or at par. (There is no separate provision to quote % in physical form, this is a part in Header Data of online Tendering). For Packet 'C' tenderer(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes his percentage variation figures. (If entered '0' it will be treated as 'at par'. By default the value is zero only).
- b) Special Annexure-I is now not required to be uploaded as per GST circular u/no. CA/F/P/City/28 dated 10.11.2017.
- c) **Note: In case of rebate/premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Dy.Ch.Eng. The format for rate analysis is annexed at Annexure D.**

### **BID SECURITY OR EMD**

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centers in MCGM 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.
- Refund of EMD will be done as per circular no. CA(F)/Project/ 32 of 26.10.2020 (copy of the same is annexed in SBD)
- **The Bid Security may be forfeited:**
  - a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
  - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
    - i. sign the Agreement; and/or
    - ii. Furnish the required Security Deposits.
- 1) The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
- 2) No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

**Note:**

**1) Curable Defect shall mean shortfalls in submission such as:**

**a) Non-submission of following documents,**

- **Valid Registration Certificate**
- **Valid Bank Solvency**
- **GST certificate**
- **Certified Copies of PAN documents and photographs of individuals, Owners, etc**
- **Partnership Deed and any other documents**
- **Undertakings as mentioned in the tender document.**
- **Litigation History.**

**2) Non-curable Defect shall mean**

- **In-adequate submission of EMD/ASD amount,**
- **In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.**
- **Wrong calculation of Bid Capacity**
- **No proper submission of experience certificate and other documents, etc.**

## **BID VALIDITY**

**Bids shall remain valid for a period of not less than one eighty (180) days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a 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.

**“As per Circular under no. C.A.(F)/Project/36 dated 07/12/2020 performance guaranty will not be insisted for the present tender, However necessary contract deposit as per the said circular shall be submitted by the successful bidder(copy of circular is annexed in Bid document)”.**

**Note:- :1) Refund of retention money shall be processed as per circular no. Dy.C.A./EXP/I/06 dated 10/08/2020 for the present tender (copy of circular is annexed in Bid document).**

**2) Refund of additional security deposit shall be processed as per circular no. Dy.C.A./EXP/I/06 dated 10/08/2020 for the present tender (copy of circular is annexed in Bid document).**

**3) ASD shall be insisted from lowest bidder as per circular no. C.A.(F)/42 dated 09/02/2021 for the present tender (copy of circular is annexed in Bid document).**

### **➤ Stamp Duty: (As per applicable circular)**

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

- i) As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under: ;(Circular No. ChE/BM/17800/II dtd 14.01.2016)

(a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees' stamp duty
(b)	Where it exceeds rupees ten lakhs	Five Hundred rupee plus 0.1 % of the amount above rupees ten lakh subject to maximum of rupees twenty-five lakhs.

For Article 54, the following Article shall be substituted,

<p>“54, SECURITY BOND OR MORTGAGE DEED, where such security bond or mortgage deed is executed by way of security for the due execution of an office, or to account for money or other property received by virtue thereof, or by a surety to secure the due performance of a contract, or in pursuance of an order of the court or a public officer, not being otherwise provided for by the Maharashtra Court-Fees act.</p>	<p>0.5 percent for the amount secured by such deed subject to the maximum of ten lakh rupees: -Provided that, where on an instrument executed by a person for whom a person stands surety and executes security bond or a mortgage deed, duty has been paid under article 40, then the duty payable shall be one hundred rupees”</p>
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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 favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.

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

### **IMPORTANT DIRECTIONS**

1) All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for qualification criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places. The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.

Applicants/Bidders shall refer [portal.mcgm.gov.in/tenders](http://portal.mcgm.gov.in/tenders) for “The Manual of Bid-Submission for Percentage Rate/Item Rate Tender Document.” The detail guidelines for creation and submission of bid are available in the referred document.

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to [dyclesic.ce@mcgm.gov.in](mailto:dyclesic.ce@mcgm.gov.in), [ee01sicccity.ce@mcgm.gov.in](mailto:ee01sicccity.ce@mcgm.gov.in) The subject shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: TENDER for Providing Gates and Signboards to various MCGM School Buildings in Zone-I.

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

In case of Equal Percentage of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs (2 working days) from the day of opening of packet ‘C’ on same BID-Documents number for re-quoting and such development needs to be done by IT department in MCGM’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 Ch.Eng.

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

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

Performance guarantee shall be submitted as per circular no.CA(F)/project/36 dtd. 07.12.2020

4. For GST the circular/ guidelines issued by the government/ state government/ MCGM will be applicable on the contractor. Bidder shall refer circulars attached in SBD same shall be applicable and bidder shall quote accordingly.

“As per circular C.A / Fin /P/ City / 17 dated 06.09.2017 Condition of “Chapter XXI

– Miscellaneous, section 17 (1) of GST Act ,2017 governs the ‘Anti Profiteering Measure’

(APM)

As per the provision of this section,’ Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced tax rate or additional input tax credit, to MCGM. Further, all the provisions of GST Act – 2017 will be applicable to tender.

# **SECTION - 8**

# **SCOPE OF WORK**

## **SCOPE OF WORK**

### **1. GENERAL**

#### **1.1 Salient Features of the school:**

**Standard gate Design and Non Standard Gate Design along with signboards.**

#### **Details of Work:2. SCOPE OF WORK:**

2.1 The works contemplated under this tender comprise of construction of Gates and Signboards to the existing building as per the tender drawings.

2.2 The scope of work generally includes the various items of gates and signboards and comprise following :

- i. Construction of Gates and Sign Boards etc.
- ii. Electrical works and other allied works
- iii. Cleaning the site with all debris and construction equipment cleared and handed over to the user department of the school.

**2.3** The entire work in this Tender are divided into different parts depending on the different types of work involved. However, this broad classification is for mere guidance only. Actual work shall be as described in the Drawings, Specification and Bill of Quantities and as instructed. at site from time to time

### **3. SPECIAL PRECAUTIONS:**

1. The Contractor shall carry out the work in a manner which will not affect the adjoining structures and their activity in neighborhood. Despite this, if some disturbance is inevitable due to the very nature of any particular item of work, the contractor shall give previous intimation in writing to the Engineer to enable the Employer to organize his matters suitably.

2. During the work at site the approach to and exit from the plot for school building should be adequately protected and also should be free of building materials, debris, machinery, tools, plant etc., so that free access without any hindrance is available for the movement of labours / SIC staff /other users and their vehicles. At the same time special care has to be taken while storing these items elsewhere so that no overloading takes place. All the storing will have therefore to be necessarily done on approval from the Engineer.

3. Since work will have to be carried out at all heights and in all seasons abundant care and precautions will have to be taken by the contractor to prevent any falling objects from top endangering people and objects below. Necessary safety nets, barricading, etc are also to be provided.

4. Conventional mode of supporting scaffolding by use of elements in the existing structure shall not be permitted under any circumstances. The Contractor must support the scaffolding independent of the structure.

5. In general the work shall be carried out in a manner as not to adversely affect neighboring structures and activities should be carried out with minimum disturbance, noise, dust, vibrations, shocks etc. While working during odd hours, care has to be taken to see that occupants of neighboring buildings are not put to any inconvenience due to noise, bright light etc.

6. The Contractor must follow provisions of safety manual as indicated in tender document and / as directed by the Engineer. The Contractor shall ensure provision of safety belts, helmets, etc. for people working at site. He must also take all precautions against fire / electrical hazards.

#### **4. RECORDS & CO-ORDINATION:**

Necessary registers as maintained by the MCGM Engineer as case may be at site as directed by the M.C.G.M. Engineer and the same shall be duly signed by the Contractor and his Engineer. Such registers shall include but not limited to list of dismantled objects/items to be handed over to the MCGM's authorities.



# **SECTION - 9**

## **BILL OF**

## **QUANTITIES**

# **Preamble**

## **1. GENERAL:**

1.1. The quantities set-forth in the Bill of Quantities are approximate only and are intended to represent the character of the work to be carried out and are given to provide a common basis for tendering. There is no guarantee to the Contractor that he will be required to carry out the quantities of work indicated under any one particular item or group of items in the Bill of Quantities, though on the Contract as a whole the quantities represent a fair overall estimate of the quantity of work to be carried out. Actually, this being a repair and up gradation job, the quantities are likely to vary during execution and even, substantially for “structural repair” items. The rate payable shall be only tendered rates without any extra payment.

1.2. Specifications for the various items are indicated in the tender. Without prejudice to these specifications, in case of any contradictions or in case of any omissions, the provisions in the relevant specifications in the concerned Indian Standards shall prevail.

## **2. RATES AND PRICES (GENERAL):**

### **2.1. Rates quoted by the Contractor shall allow for**

All materials, testing of materials

All labour, supervision

All tools, plant, necessary machinery, equipment etc.

All taxes, levied by State / Central Government i.e GST 2017.

Shuttering, centering and scaffolding including propping etc. as required including their transport to site loading, unloading, storage and carriage to the required locations.

Removal of debris comprising dismantled materials like concrete, plaster, brick bats, all surplus construction materials, tools, plant etc. outside the Employer's premises.

Any cost for arranging for any permissions etc.

Monthly photographic record of progress of works. Photographs to be taken as directed by Engineer.

**2.2.** The rates quoted by the tenderer shall be inclusive of all the taxes levied by State/Central Govt. and/or any other authorities. The rates shall also be inclusive of Goods and Services Tax (GST) etc.

## **3. METHOD OF MEASUREMENT:**

### **3.1. Civil Works**

**3.1.1** Unless stated otherwise, quantities shall be measured in accordance with the relevant parts of IS 1200, "Method of Measurement of Building and Civil Works" and are net as they

are finished and fixed in the Works notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

3.1.2 In the event of any discrepancy noted in the methods prescribed in the Contract, the same shall be pointed out by the Contractor prior to executing the item for the decision of the Engineer.

### **3.1.3 Waterproofing –**

The actual net area in plan covered by the treatment shall be measured. (No vatas shall be measured separately).

Water proof cement paint actual plastered area shall be measured for payment No allowance for girth shall be paid.

Earth work PCC lines shall be measured for payments, No work space shall be considered for payment.

### **NOTE ON BILL OF QUANTITIES**

It is specifically to be noted and understood by the tenderer that rates that would be quoted by him against all relevant items in different section of the Bill of Quantities shall be inclusive of following –

All materials, labour, plant, machinery, tools, tackles, etc.

Insurance of the Work

Costs for water (if not available in MCGM's source) & power required for the construction & getting connection for the same

All prevailing taxes including Good and Services Tax (GST)

Testing of material as per IS.

Re-handlings of material due to site constraints/space of storage, running school activities, removing of sundry item required for completion of items.

Preferred make/ List of Material:

Tenderer's quoted rates shall be based on preferred makes/ List of material as indicated in "MCGM Schedule OF Rates and Volume- I of tender document.

Scheme for execution: The tenderer should append the scheme for execution considering site constraints e.g. storage of materials, working hours since Works is to be done in an area which has occupied ongoing school activities.

Record keeping of refixing / disposing of material:

The Contractor should keep refixing material in safe custody and should maintain upto date record of material removed / refixed & handed over to the M.C.G.M. All usable material shall be used after approval of the Engineer. For disposal of scrap prior approval of Engineer will be obtained.

Contractor's All Risk Insurance Policy (CAR Policy) as specified in the Volume I of tender document. The above policy should also include Third Party Insurance and shall also submit Workmen's Compensation Insurance for the Contract period as per prevailing rules.

SUMMARY OF TENDERED COST				
PART A		PARTICULARS - CIVIL WORK FOR GATE ARCH	AMOUNT	
	1	Enabling Works	Rs .	396252.50
	2	Excavation, Filling & Rubble Packing	Rs .	496746
	3	PCC/RCC work	Rs .	5804837
	4	Masonry Work and plastering	Rs .	1317132.60
	5	Floor Finish	Rs .	418884.00
	6	Painting	Rs .	242490.00
	7	Miscellaneous Work	Rs .	3634156.50
	8	Iron Works	Rs .	2415539.58
	9	Additional Items	R. s.	142795.00
TOTAL CIVIL ESTIMATE			R s.	1,48,68,833.18
PART B		Electrical Cost (Refer Electrical Estimate attached)		35,87,406
TOTAL (CIVIL + ELECTRICAL)			R s.	1,84,56,240

**CIVIL BOQ**

S.N O.	ITEM CODE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	R2-CS-DD-3	Demolishing brick work in lime or cement mortar including plaster, paint, etc. manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge	CUM	63.00	484	30492.00
2	R2-CS-DD-5-b	Demolishing stone rubble masonry manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge : In cement mortar	CUM	75.50	1393	105171.50
3	R2-CS-DD-14	Dismantling steel work in built up sections in angles, tees, flats and channels of rolling shutters, grills, gates, fencing, hoardings, including all gusset plates, bolts, nuts, cutting rivets, welding etc. including ismembering and stacking within 50metres lead.	Kg	15220.00	3	45660.00
4	R2-CS-DD-2	Demolishing R.C.C. slab, R.C.C. wall of any thickness, R.C.C. beams, joists, R.C.C. columns, piles, pile caps etc. in any thickness and size manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.	CUM	117.00	1837.00	214929.00
5	R2-CS-EW-01	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	CUM	528.00	307	162096

		<p>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 than 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 Engineerin-Charge.</p> <p>Note:</p> <p>1) The rate includes the handling/supporting the existing utilities such as cables, drains, pipes, water mains etc.</p> <p>2) It also includes the royalty and other taxes applicable if any. For more details refer General Notes.</p>				
6	R2-CS-EW-26	<p>Providing &amp; 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</p>	CUM	150.00	2231	334650

		complete as directed by Engineer In Charge. (Note: The rate includes the royalty and other taxes if any)				
7	R2-CS-CW-1-b	Providing and laying in position plain cement concrete of specified grade 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 :Nominal Mix of 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	CUM	93.00	6821	634353
8	R2-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, lintels, 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 complete at all levels.	MT	28.10	76770.00	2157237
		Thermo-Mechanically Treated steel bars. (Fe 500 D)				
9	R2-CS-CW-7-a	Foundations, footings, bases of columns, rafts, pilecap	Cum	86.00	7515.00	646290
10	R2-CS-CW-7-d	Lintels, beams, plinth beams, girders, floor beam, coping.	Cum	86.00	9556.00	821816
11	R2-CS-CW-7-e	Columns, Pillars, Piers, Posts and Struts.	Cum	117.50	11184.00	1314120
12	R2-CS-CW-18	Extra and over for providing richer RMC of M-35 grade cement concrete instead of M20 (Note :- Cement content considered in this item is @	Cum	289.50	798.00	231021



		350 kg/cum as per IS 456 table showing minimum cement content.)				
13	R2-CS-MW-18	Uncoursed rubble masonry with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20mm nominal size) upto plinth level with :	Cum	18.60	4326.00	80,463.60
14	R2-CS-MW-3-b	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 3.5 and above in superstructure above plinth level upto floor five level in all shapes and sizes in Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	77.50	6930.00	5,37,075.00
15	R2-CS-PL-15-a	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. - In Cement Mortar 1:3	Sqm	1367.00	462.00	6,31,554.00
16	R2-CS-PL-39	Providing raised and cut pointing to any kind of stone masonry work at all heights and locations in cement mortar 1:2, including raking of joints upto the depth of 20mm, finishing, curing, cleaning the surface etc. complete as directed by Engineer In Charge.	Sqm	180.00	378.00	68,040.00

17	R2-RW-3-18	Providing & fixing in the carriageway 80 mm thick grey cement concrete Lacquer coated (Reflective) interlocking pavers in Red (Terra Cotta), Lemon Yellow, Bright Yellow or any colour with vermeticular or any antiskid texture on top surface of approved pattern/ shape and colour having average crushing strength not less than 50 N/mm <sup>2</sup> manufactured in double layer precast concrete blocks as per technical specifications and IS CODE 15658:2006. The top layer of paver block should be 12 to 15 mm thick and consisting of cubical shape stone aggregate 8 mm sieve 100% passing and retained on 4.75 mm size sieve, silica sand and with pure iron oxide ultra voilete stabilized pigment @ 5% by weight of white cement and should be coated with lacquer having hard, high abrasive resistance and water repellent.The bottom layer should be 65 to 68 mm thick having 12 mm sieve 100% passing aggregate as per technical specifications, placed on average compacted thickness of 25 mm well graded sand cushioning uniformly compacted with proper capacity mechanical compactor with required level, grade and camber etc. complete as specified and as directed by the Engineer.	SQM	402.00	1042.00	418884.00
18	R2-CS-PN-12-a	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 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, watering, scaffolding, cleaning and curing etc.	Sqm	1370.00	177.00	242490.00

		complete as directed by Engineer-in-charge. By using acrylic based exterior paint				
19	R2-CS-RM-99	P/F Aluminium composite sheet of 3 mm thick either suspended or fixed bracketed on wall with U.V digital printing at suitable locn including all necessary framework completed as per detailed drawings to be issued during construction & as directed by the engineer.	Sqm	295.50	6847.00	2023288.50
20	R2-CS-AW-18	Providing and fixing alluminium comp[osite panel for external wall cladding of makr alcobond / kynar 5000 PVDF coated alluminium composite panel of exterior grade with both skin of 0.5 mm thick i9ncludingrequired frame work as per manufacturer detail and pattern as approved by architect with all necessary fittings fixtures scaffolding etc. complete.	Sqm	381.00	4228.00	1610868.00
21	R2-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	SQM	490.00	3740.00	1832600.00

		colour, shade and brand etc. including touching up with primer etc. complete as directed by Engineer In Charge.				
22	R2-CS-SS-04	Providing, detailing, composite fabricating members like Trusses, Ngirders,girders,bracings,supports,pur lins,runners,and similar structural steel members fabricated using M.S. hollow tubular steel sections (circular & rectangular pipes), of TATA Structural Make or equivalent conforming to IS 1239 part 1 and 2 and of grade Fe 250 as per specifications and approved fabrication drawings (which are to be prepared by Contractor and got approved from Engineer), including transportation of the same to site,erection of structural steel members for all heights & at all levels, provision of necessary erection bolts, fixing bolts, nuts, washers, cleats, stiffeners, gussets, base plate, and all necessary operations like pre heating as per specifications, straightening, bending, cutting, drilling, grinding, machining if specified, welding, grinding, 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 micron 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	MT	5.54	82427.00	456645.58

23	R2-CS-SL-14-a	Providing, fabricating and fixing M.S. grill work as per approved design and as per weight specified below to fencing / compound made 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.	SQM	62.00	2037.00	126294.00
24	R2-GW-7-1	Preparation of ground for planting on lawn / shrubs/ ground cover/ creeper/ climbers – Supply and spreading of Red Hill Earth and cow dung manure in 2:1 proportion up to 30 Cm Depth ( Excluding cost of lawn/ Shrubs/Creepers/ Climbers/ ground covers)	SQM	75.00	378.00	28350.00
25	R2-CS-FL-01-c	30mmthk. Kota stone of size 0.430mx0.56m (17"x22")	SQM	80.00	1179.00	94320.00
26	R2-CS-RW-04	Polypropylenereinforcedcementcorrugatedsheetofapprovedmake conformingtoIS:14871-2000 layingthesameinpositionasperthe stipulationinIS:3007-1991using8mdiapolymercoatedironLo rJ hook bolts, galvanized iron & bituminous washers, or self drilling fastenersandEPDMwashers,galvanized ironclamps,nutsandbolts etc. complete and as directed. (NetAreacoveredbysheetingwillbemeasured.Lapswillnotbepaid separately	SQM	35.00	575.00	20125.00
<b>TOTAL</b>						<b>14868833.18</b>

## Electrical BOQ

S.NO.	ITEM CODE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	R2-ME-1-1-a	SFU with rewirable fuses (porcelain fuse unit) as per IEC 60947 Part 1 & 3 / IS 13947 part 1 & 3 to be enclosed in CRCA Sheet steel 18/20 SWG standard with powder coated, rust protected (if 16/18 SWG/1.62/1.21 mm Nost available) with PVC insulated cu wires for interconnection, bus bar, earthing terminal, and all other accessories to complete the work. SFU shall be wall/column mounted. Enclosure shall be weather proof. Colour shade shall be as per IS 5. MS angle iron frame to mount the unit is included. IP for enclosure shall be IP43 for Indoor unit and IP 55 for Outdoor uni. t15/16 Amp. 240V DP Switchfuse unit with CRCA sheet steel powder coated enclosure with rewirable fuses	Nos.	84.00	643	54012.00
2	R2-ME-1-19-a	MCBs In 16 SWG CRCA sheet steel enclosure, powder coated, wall / column mounted with provision for support arrangement, 2 earthing terminal, Incoming & outgoing cable terminal etc. with required hardware & fasteners. All MCBs shall be rated for 10kA, 'C' curve type. Colour shade shall be RAL 7032 Smoke gray as per IS 5. IP 43 Enclosure.16/32 Amp. DP MCB	Nos.	84.00	2974	249816.00
3	R2-ME-2-3-e	1.1 kV grade stranded Cu conductor, XLPE insulated, extruded PVC inner and FRLS outer sheathed, galvanised steel round or strip armoured cables (SP-ME-TS- 6)2C x 2.5 Sq.mm	Mtr.	7750.00	105	813750.00

4	R2- ME-2- 12-a	Cable end terminations for LV, XLPE/PVC insulated, PVC sheathed, armoured/ unarmoured cables including supply and fixing of Double compression cable glands, stripping of cable insulation, supply and fixing of tinned plated copper lugs for copper cables for all phases and crimping the same to the conductor for the following cables. Miscellaneous items like cable lugs, G.I nut - bolts and G.I washers , consumables and other hardware materials as required to make the installation complete, are in the scope. All G.I Nut, bolt and washers shall be HDGI with 80 micron. One set of termination includes gland, lugs for cable core & accessories 2C x 1.5 / 2.5 Sq.mm	Nos.	504.00	108.00	54432.00
5	R2- ME-7- 4-I	Supply & installation of Earth conductor of the following sizes to be cleated on wall / columns with nuts & bolts or laid in cable tray / buried in ground including cutting, drilling, tapping, jointing by welding, connecting to equipments, painting to welded portion by black bitumen paint and with all necessary GI hardware & accessories to complete the work-Bare Copper Conductor size 10 SWG	Mtr.	7750.00	6	46500.00
6	R2- ME- 10-3-e	Swan neck type bracket for fixing HPMV/HPSV lamp fixtures mounting on wall/shed etc. 0.5 to 1.2 Mtrs.	Nos.	323.00	798	257754
7	R2- ME-1- 21-b	Sheet Moulding compound (SMC) Junction Box, for Outdoor Use (SP-ME-TS- 5)-SMCJB - 1510, Removable cover, Size 195 x 140 x65mm	Nos.	84.00	923	77532.00
8	R2- ME-4- 26-e	20W LED Flood Light Luminaire IP65 - Integral type multipurpose utility lighting with mounting bracket and could be ceiling & wall mounted. Designed to be Energy Saver, Dust proof, Weatherproof and Toughened glass against vandalism. The housing comprises of Aluminum die cast LM6 aluminum alloy body wired with Electronic driver and 1 watt high powered LED with pre-focussed lens at	Nos.	323.00	3060	988380

		various degrees. A clear Toughened glass is sealed to the Aluminum die cast LM6 aluminum alloy frame and to the housing with silicon rubber gasket.				
9	R2-ME-2-22-a	Supply & Laying of double wall corrugated (DWC) pipes of HDPE for underground cable protection as per IS 14930 Part II. With necessary connecting socket/couplings, tees of some material at required depth up to 900 mm below road ground surface. backfilling of with light ramming is included in the scope. 50 mm OD / 38 mm I.D.	R. Mtr.	2940.00	226.00	664440.00
10	R2-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.	1140.00	307.00	349980
11	R2-ME-12-8-b	20mm- Only PVC Conduits	R. Mtr.	1185.00	26.00	30810.00
				<b>Total</b>		<b>35,87,406.00</b>



# FINANCIAL BID FORM

**Name of work:** Providing Gates and Signboards to various MCGM School Buildings in Zone-I

Estimated cost for Civil and Development Work Add: Premium in figures.....%	<b>Rs.1,48,68,834/-</b>
In words: ..... Percent Over the above tender amount for Civil Work OR Deduct: Rebate in figure.....%	Rs.....
In words:.....Percent over the above tender amount for Civil work	Rs.....
Total (A)	<b>Rs. ....</b>
Deduct: Rebate for Civil Salvage material	NIL

Estimated cost for Electric work	<b>Rs. 35,87,406.00</b>
Add: Premium in figures.....%	
In words: ..... Percent	
Over the above tender amount for Civil Work	
OR	
Deduct: Rebate in figure.....%	Rs.....
In words:.....Percent	
over the above tender amount for Civil work	Rs.....
Total (B)	<b>Rs.....</b>
Deduct : Rebate for Electrical material	Rs. NIL.

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*Providing Gates and Signboards to various MCGM School Buildings in Zone-I*

Note: Write zero'0' or At par if tenderer wants to quote 'At par'

MCGM SCHOOLS – Providing Gates and Signboards to various MCGM School Buildings in Zone-I

Name and Title of Signatory

Name of Tenderer: Address

Tel Nos. Office:

Signature of the Tenderer of the Firm

Full names and Private residential address and telephone No. of all partners constituting the firm	

(A separate sheet shall be attached for names and address if necessary.)

# **SECTION - 10**

# **GENERAL CONDITIONS**

# **OF CONTRACT**

**Note: -Standard General condition of contract for construction work is uploaded on  
MCGM portal <http://portal.mcgm.gov.in>**

## **General Conditions of Contract**

- Standard General Conditions of Contract for Construction works 2016 are applicable.
- The amendments for the condition no. 5(c) of Standard General Conditions of Contract is made and same is given in this tender condition no. B of Chapter No. 11 Special Condition of contract.
- All the conditions in G.C.C. shall stand modified in accordance with GST Act.
- The Janata Accident Policy is not required as per the circular u/no.Dir./E.S.&P/15/V dated 12.06.2018.

As per Hon'ble M.C.'s approval no.MGC / F / 8659 dated 07.09.2019, the Condition 13 (e) is modified and the same shall be read as follows:

### **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 provide.

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 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 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.

# **SECTION - 11**

## **SPECIAL CONDITIONS OF CONTRACT**

## 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.

### A ) The DLP shall be as below:

Dept	Type of works	DLP
BM/SIC/HIC	General works	3 years
	Structural works	5 years
	Waterproofing works	5 years
Ward Works	All ward level works	2 years
For other departments	HE, WSP, SP, SWD, Garden	3 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.

#### **B) Site Chowky .:**

On receipt of the work order, the contractor will have to erect ready-made site chowky in form of porta cabin/ container cabin, with appropriate insulation from heat, before commencement of the work. No separate payment will be made for providing the chowky and ancillary items mentioned below:

A) The contractor shall obtain necessary permission from the concerned Dy. C.E. (S.I.C.) for the site within the premises subject to N.O.C. from A.O. school. If the open space is not available in the school premises, the contractor may be allowed to use the class room with the N.O.C. from the A.O. school with payment of charges amounting to L.S. Rs. 25,000/- ( Excluding electricity and water charges) not refundable plus deposit of Rs. 1,00,000/- (Rupees One Lacs Only) which will be refundable after successful completion of work.

B) The contractors shall provide following:-

1. The chowkies of at least two windows for proper ventilation & Air conditioning installation.
2. It should have toilet facility.
3. This chowky should be equipped with electric supply, Fans, sufficiently big tables, chairs, water filter and cupboard with locking arrangement etc.

4. One Pentium IV or advanced Computer/ Laptop with a printer for day to day work of M.C.G.M. / Contractors/PMC's staff.

The Site chowky will have to be removed from the site, leaving the site clear of all material within the period of thirty days from the date of completion of work. In case of failure to do so, the chowky will be demolished without any intimation to the contractor at their risk and cost and no request for compensation will be entertained. If chowky with necessary requirements is not provided within 30 days from the receipt of work order, a penalty of Rs.1500/- per day will be imposed.

The provisions under Standards GCC 2016 clause no. 5.(C) are applicable.

### **C) Setting of Site Laboratories :( For New Works)**

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

#### **Set of Sieves as per I.R.C. /I.S.**

- 1) Compressive Testing Machine (For new works)
- 2) Oven, Electrically Operated
- 3) Weighing Balance (20 kg capacity)
- 4) 3 m straight edge
- 5) Sieve shaker
- 6) First Aid Box
- 7) Measuring Jar (for silt content)
- 8) Other Machines/apparatus as may be directed by the Engineer
- 9) Vernier Caliber
- 10) Level / Theodolite

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

The contractor shall install testing equipment at site. The contractor shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order throughout the period of construction. The contractor shall also provide necessary technically qualified experienced trained staff for carrying out such tests for using such equipment. The



tests shall be carried out under the supervision of the Engineer-in-charge. The calibration shall be checked every twelve months as directed by Engineer-in-charge.

**D) Tax:-**

Contractor has to submit a certificate from Chartered Accountant within 6 months from issue of work order regarding any profit accrued to him to any change in GST rates.

Till such certificate given by contractor 5% of the bill amount shall be withheld. On receipt of the CA's certificate MCGM will adjust the amount in accordance with GST anti profiting measure and refund the balance amount. The contractor will have to submit CA's certificate before final bill also.

**E) Penalty:**

The Engineer not below the rank of Assistant Engineer is entitled to impose a penalty of Rs.5000/- per day/lapse/site work space, in accordance to the gravity of default communicated in writing. Penalty amount will be recovered from contractors running bill. This penalty is over and above Penalty mentioned under G.C.C. 2016. If it is observed that, the contractor carrying out the work fails to comply with the instructions given by the authorities of the Ch.E. (Rds. & Tr.) / Dir.(ES&P) /A.M.C. / M.C.'s level MCGM Authorities reserves the right to terminate the contract & work and will be carried out at the risk and cost of the contractor and penal action will be taken against them.

**NOTE: - This decision will not be arbitral at all.**

The abovementioned condition will be in addition to the relevant condition in the General Condition of contract (GCC) regarding cancellation of contract in full or partly final decision of disputes, difference of claims raised by the contractor or relating to any matter out of contract.

# **SECTION - 12**

## **SPECIAL DIRECTIONS TO THE TENDERER**

### **SPECIAL DIRECTIONS TO THE TENDERER**

1. Tenderers are requested to visit the sites and verify the site conditions, nature and quantum of work before submitting the tenders.
- 2 The tender will be accepted only on the percentage basis; otherwise the tender will be straight away rejected.
3. The successful tenderer will have to execute a written contract on the standard form of contract.
4. The tender may be considered incomplete, irregular and invalid unless:
  - 1) It is signed by the proprietor, named managing partner or all partners or by the party or parties stating specifically their position and status at the following three places:
    - a) The printed undertaking addressed to the Municipal Commissioner is given.
    - b) The schedule of quantities and rates and specifications.
    - c) The authority letter from the manufacturer /agent / traders have submitted the tender, is produced.

The names and address of all the partners are given in the space provided therefore.

5. The amount quoted shall include for provision of all necessary labour, plant, equipment, scaffolding, centering, and applicable GST etc.

#### **6. Addition / alteration**

Any addition / alteration / omission required for any work shall be carried out only after obtaining prior approval of the Engineer in writing.

7. The rate quoted shall be inclusive of transporting and disposal of surplus excavated material / debris and any other material raised out due to repair work subject to NOC from SWM department and no separate payment shall be entertained.
8. The Municipal Commissioner does not bind himself to accept the lowest or any tender.
9. The tenderer shall indemnify and keep indemnified the MCGM against all damages or compensation payable by law in respect or in consequence, if any, accident or injury to any workman or any other person, women in employment of the contractor or any other sub-contractor against all claims.
10. Income-tax Clearance Certificate in original shall be submitted as and when demanded.
11. The rates quoted shall include the cost of any small part essential for the proper execution of the work, if it remained to be included in the specification of the main items. (for item rate needs modification) or in the description of items in schedule.

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

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

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

General conditions of Contract for civil works w.e.f. 15.10.2016 (as amended up to date) and electrical / mechanical (not amended) as amended up to date shall be applicable to the work unless the same are contradictory to any of the conditions stated in the 'special directions / special conditions' to the tenderers.

15. The tenderer shall not withdraw the offer until notice of non-acceptance is communicated to him or one hundred Eighty days after the date of tender, whichever is earlier.

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

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

18. Contractor will have to make their own arrangement for getting the electric supply on site for fabrication and allied works at their own cost failing which penalty of Rs. 2000/- per day will be imposed.

19. The contractor shall intimate the concerned authorities before starting the work and execute the work as per priority fixed by the Engineer. The inventory of serviceable and un serviceable material shall be taken jointly with Engineer representative before dismantling.

20. Wherever and whenever necessary as directed by the Engineer, the unserviceable materials will have to be removed from the site to any location as directed by the Engineer within the time period as directed. Unless otherwise not specified is BOQ.

21. No separate payment will be made for dewatering the water seepage in the trenches and foundation pits opened while executing excavation and other foundation works. The possibility of high water table should be kept in mind while quoting the rates.

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

23. The tenderer / contractor will have to make adequate shielding arrangement by putting necessary hoardings, screen or gunny bags, etc. so as to avoid any accident or nuisance to the occupants (students /teachers / neighborhood) during the work without any extra payment.
24. 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.
25. For New Constructions / Reconstruction works, the Plumbing and sanitary works will have to carried out through licensed plumber as per drawings and as directed by the Engineer.
26. Notwithstanding the source, the sand shall be washed by using sand washing machine, before use.
27. Reinforcement bars shall be purchased either from such manufacturers who manufacture the steel with the basic process or their authorized dealers. Original manufacturer's test certificate shall be insisted. Test certificate in photocopy or other form will not be accepted. Reinforcement bars shall be embossed with manufacturers name in the form of half embossed and half printed. Engineer's decision regarding make of the steel will be final and binding on the contractors.
28. The centering shall be insisted only in double stage self-supporting steel scaffolding and M S pipe adjustable props for which no extra payment will be made.
29. City Engineer / Chief Engineer (B.M.) reserves the right to delete any item, alter / reduce the scope of the work, no extra claim in this respect will be allowed.
30. In case of any discrepancy between the plans and B.O.Q items, items to be operated shall be decided by the Engineer and the same shall be binding on the contractors without paying any extra cost.
31. The propping shall be done to the existing structure wherever necessary before taking up the repair or re-construction or demolition works. All the safety measures for structures/workers/supervisors/machineries shall be taken by the contractor at his own cost, if no provision is made in the BOQ.
32. While carrying out any works, contractor shall take adequate care / safety measures to prevent any accident as per clause 36 above without any extra cost.
33. Staircase / lift will not be allowed for transport of materials and contractor will have to provide mechanical lift or pulley at their own cost. No extra payment will be made for this arrangement.
34. The contractor shall take photographs of the work at site before commencing, during execution and after completion of work, as directed and submit the same.
35. If directed by the Engineer, the contractor shall have to arrange to carry out the work during nighttime also as per urgency of the work, at no extra cost.

36. 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.
37. In case of any discrepancy, the Engineer's decision shall be final and binding on the contractors.
38. M.C.G.M. has appointed private Architectural Consultants for comprehensive architectural services for above said project. Contractors shall have to co-ordinate with the Architects or their representative or all consultants appointed by the Architect for above work. He shall follow up the matter with them. Whenever and wherever necessary for the smooth / speedy execution of the work in the best possible manner.
39. Waterproofing of Staircase terrace will be paid under the relevant item of waterproofing in B.O.Q.
40. Looking to the water supply requirements, the tenderer may be required to provide quite a large number of Polyethylene Plastic water storage tanks including required fittings as directed by the Engineer. No extra cost for this shall be paid.
41. With the approval of the Engineer on site, mixing of concrete (instead of Ready Mix Concrete) may be allowed only in rare cases when the total quantity of Reinforced Cement Concrete / Cement Concrete does not exceed 5.0 m<sup>3</sup> on that particular day. However, in such cases, the concrete shall be as per mix design and machine mixed.
42. To be required Bill of quantities is predominantly based on Rate analysis for specialized repairs and New works based on market rates, prevailing schedule USOR 2018 and FAIR items -2018 uploaded on SAP for Civil Works & Electrical works including applicable GST. Tenderers to take this point into consideration and quote accordingly.
43. Tenderers are requested to visit the site and verify the site conditions, nature and quantum of work before submitting the tenders.
44. The Contractor shall have to co-ordinate with / and provide all necessary facilities to; all other contractors appointed by MCGM as may be necessary from time to time for any works related to the property / in the property.
45. All Insurances to be effected on behalf of the Corporation by the contractors shall be taken out from the Director of Insurance, Maharashtra State, Grih Nirman Bhavan (MHADA), 1st floor, Room 264, Opp. Kala Naagar, Bandra, Mumbai 400 051. In case the insurance cover is not offered by Maharashtra State Insurance Fund, then that cover shall be taken out from the insurance company/companies approved by the
46. If it is observed that, contractor carrying out the work fail to comply with the instructions given by the AMC/ Hon'ble MC during execution of work twice, the work shall be deemed to have been terminated and will be carried out at the risk & cost of the Contractors and penal action will be taken against them. This decision shall not be arbitrable at all.

47. The above condition will be in addition to the relevant conditions in General conditions in General Condition 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.

48. It is mandatory for the Contractors to open a Bank Account in the Bank as mentioned in the list of approved banks in section-15 of SBD. All payments under the contract will be made only on this Bank Account through Electronic System.

49. The Contractor shall supply the adequate number of labours for shifting of furniture's / benches / boards / cupboards etc. as and when required for carrying out the repairs / reconstruction works for which no extra payment will be made.

50. Contractor / tenderer has to make the sufficient arrangement to provide tarpaulin and fixing the same in the position (internal & / or externally) to avoid the nuisance of leakages / rainwater free of cost during the course of repair to building.

51. Photographic monthly progress report in the prescribed Performa shall be submitted through the consultant before 2nd day of every month. The photograph should be taken before and after the work. Failing which penalty as per SGCC-2016 will be imposed.

52. The Prior approval of the competent authority mentioned in the statement accompanying with circular no.Dir./E.S.& P/324 dtd. 15.07.2015 is mandatory for the extra/excess work or variation as mentioned. However, if quantity of excess items executed in the work is less than 5% prior /post facto. approval of competent authority shall obtained

53. The conditions in permeable to bill of quantities that even though the quantities are likely to change substantially during execution, Rate shall be only tender rates without any extra payment.

54. The quantity of scrap material is considered for estimation purpose. The amount of rebate will be deducted from contractor R.A bill irrespective of contractor percentage. In case of extra/excess item, the additional rebate amount will be deducted proportionately.

55. Noise level shall be maintained within permissible limits in silent zone areas during the construction activities by contractor as per the notification dated 14/02/2000 issued by Ministry of Environment and Forest and circular issued by MCGM under no. CE/PD/7738/1 dated 05/11/2008.

56. The Electrical Mechanical work shall be got carried out by the civil contractors from the contractors registered with M.C.G.M. in Electrical Category. Information about the registered contractors shall be obtained from the office of the Ch.E. (M&E)/E.E. (Monitoring & Registration Cell). Attested copy of the valid registration certificate in Electrical Category shall be submitted along with the tender without fail.

57. The tenderer(S) shall own equipments in full working order and single in number as listed below, and must demonstrate that based on known commitments, they will be

available for timely used in the proposed contract. Equipment should contain Mortar mixer, sand washing machine, vibrators, (concrete mixture) (no tilting) and compressive strength testing machine etc.

58. Contractor shall provide one new latest branded Laptop/Desktop Computer with printer to the Site / PMC/MCGM staff to maintain and preserve the site records.

59. For all New Construction & Reconstruction works Cement Concrete works covered under the scope of this tender, only READY MIX CONCRETE shall be used, if the quantum of concreting at a single time is 5cu.m or more. Specific permission from Engineer should be obtained for all Cement concrete works other than READY MIX CONCRETE.

60. Following condition to be incorporated as a tender condition in the prospective works in the matter of terrace water proofing as well as the work of repairs such as removing and refixing door and windows.

1. The defects liability for terrace/chajja water proofing will be five years and damages caused to the structural members, walls, ceiling of the building floor immediately beneath/adjacent the terrace/chajja should be rectified by the contractor during said defect liability period.

2. The defect liability for the work of removing/refixing of doors/windows and all other such works adjacent to structural members and involving tampering with structural members will be of 5 (five) years and damage caused to the structural members, wall etc.of the building around said door windows or all other such works should be rectified by the contractor during said defect liability period.

61. Tenderer(s) are requested to submit and upload the tenders in time on or before the stipulated day so as to avoid rush at the closing hours. MCGM will not be responsible. for poor connectivity of network/Internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator (MCGM) within stipulated time limit, MCGM will not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by bidder/Contractors or sent to bidder/Contractors or set to Bidder/Contractors, ifg not received or bounced back at the receiving end due to any problem in server or connectivity, MCGM will not be held responsible. Intimations about shortfalls in submission will be informed to Bidder/Contractors by e mail on their e mail address.

## 62. BARRING PHYSICAL SUBMISSIONS

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

## 63. DOWNLOADING THE BID-DOCUMENT ON THE PORTAL

All departments shall upload the printable pdf file of bid documents on MCGM portal which can be downloaded without any payment.



#### 64. APPOINTING OF DESIGNATED OFFICER FOR CONTRACTORS' GRIEVANCES

The Appellate Authority for Redressal of Contractors' Grievances shall be as follows:

- i. Ist Appeal by the bidder against the decision of C.E./HOD/Dean can be made to concerned DMC/Director who should decide appeal in 7 days
- ii. IInd Appeal by the bidder can be made to concerned AMC for decision and his decision will be final.

65. It shall be distinctly noted that MCGM 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 owned dumping facility. The Contractors shall take in to the account the fact while quoting.

66. The barricading shall be provided as per specifications, as per site requirement and as directed by Engineer, where required. MCGM will not make any payment towards barricading, contractors shall quote accordingly.

67. Existing landing entrances at all landings shall be used without major modifications of supplying tailor made gates.

68. All the lifts works shall conform to IS: 2365/1963 & IS: 14665, 1999-2000. Anything not included in the Technical specifications but required for satisfactory completion of work will be treated as included in the offer, and the work shall be carried out accordingly, without claiming any extra charges.

69. The electrical & mechanical work shall be got carried out through Licensed Electrical Contractors.

70. The successful bidder shall note to procurement of following minimum equipment at site before starting of the work:

Sr. No	Equipment Owned	Requirement
1	Mortar mixer	1 No.
2	Sand Washing Machine	1 No.
3	Vibrators (For new works) (Needle)	2 Nos.
4	Concrete mixer (Non tilting, having Capacity)	1 No.
5	Site chowkey for work above Rs. 1 Crore. (For new works)	1 No. Container
6	Compressive strength testing machine. (For new works)	1 No.

**71. The contractors will submit the RCC Design for the proposed gate work for each school at their cost through registered structural engineer. Further, stability certificate for the work carried out shall be submitted from the structural engineer after completion of the work. No separate payment shall be made for the same. Contractors to quote their rates accordingly.**

***72. The shifting of utilities, if any, encountered during execution of work shall be done by the contractors in co-ordination with concerned authorities / departments and no separate payment shall be made for the same. Contractors to quote their rates accordingly.***

# **SECTION - 13**

## **SPECIFICATIONS & SELECTION OF MATERIAL**

## **SPECIFICATIONS & SELECTION OF MATERIAL**

The tender is prepared on the basis of Unified Schedule of Rates and specifications 2018. The specifications of the items of USOR are available on MCGM portal <http://portal.mcgm.gov.in> under the Tender tab.

### **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.

# **SECTION - 14**

## **FRAUD AND CORRUPT PRACTICES**

## **FRAUD AND CORRUPT PRACTICES**

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

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

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

**A) “corrupt practice” means**

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

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

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

**C) “coercive practice” means** impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

**“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

**“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.

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.

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

**For the purposes of this Sub-Clause:**

- i) “corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii) “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financier staff and employees of other organizations taking or reviewing procurement decisions.
- iii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iv) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- v) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- vi) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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



# **SECTION -15**

## **PRE BID MEETING**

## **PREBID MEETING**

**The pre bid meeting is not applicable for DY CE (SIC)'s  
Department.**

# **SECTION 16**

## **LIST OF APPROVED BANKS**

## **LIST OF APPROVED BANKS**

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.

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	<del>State Bank Of Bikaner &amp; Jaipur.</del>
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	Kotak Mahindra Bank Ltd.
D	Schedule Urban Co-op Banks
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	JanataSahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.

65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Banks
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bankindosuez.
73	BanqueNationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong & Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

# **SECTION - 17**

## **APPENDIX**



## FORM OF TENDER

To,

The Municipal Commissioner for Greater Mumbai

Sir,

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

1A. I/We \_\_\_\_\_

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

.....

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.....

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

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

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

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

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

3. According to your requirements for payment of Earnest Money amounting to Rs. \_\_\_\_\_ /-(Rs. \_\_\_\_\_ )

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

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

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

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

a. I/We fail to keep the tender open as aforesaid.

b. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.

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

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

8. I/We further agree that, I/we shall register ourselves as ‘Employer’ with the Bombay Iron and Steel Labour Board’ and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.

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

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

Address

.....  
 .....

Yours faithfully,

Digital Signature of the Tenderer or the

Firm

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

Full Name and private residential address of all the partners constituting the Firm		A/c No..... ..... ..... .....
1.	.....	Name of Bank
2.	.....	..... ..... .....
3.	.....	Name of Branch
4.	.....	..... .....
5.	.....	Vender No. ..... ....

## AGREEMENT FORM

Tender / Quotation

dated ..... 20...

Standing Committee/Education Committee Resolution No. ....

CONTRACT FOR THE WORKS .....  
.....  
.....

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

Two thousand ..... ..

Between..... ..

..... ..

Inhabitants of Mumbai, carrying on business at..... ..

..... ..in

Bombay under the style and name of Messrs.' ..... ..

..... ..

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

..... ..

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

THIS AGREEMENT WITNESSETH as follows: -

- 1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to:-The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.

- 1) The letter of Acceptance
- 2) The Bid:
- 3) Addendum to Bid; if any
- 4) Tender Document
- 5) The Bill of Quantities:
- 6) The Specification:
- 7) Detailed Engineering Drawings
- 8) Standard General Conditions of Contracts (GCC)
- 9) All correspondence documents between bidder and MCGM
- 10)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.
- 11)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

seal

Trading under the name & style of

In presence of 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

Dy. C.E & Ch. Eng/ City Engg (HOD)

With designation stamp

(B.M)

Dy.C.E.

City Engineer/Chief Engineer

Shri/Smt

Shri/Smt.

The common seal of the municipal  
Corporation of Greater Mumbai was  
affixed on the \_\_\_\_\_ Day of  
\_\_\_\_\_. 20 \_\_\_\_\_ presence of

1.\_\_\_\_\_

2.\_\_\_\_\_

Two member of the standing committee  
of the Municipal corporation of Greater  
Mumbai

Witness:

(Shri/Smt. \_\_\_\_\_)

Office superintendent,  
Municipal secretary's Office

## **ANNEXURE " A "**

**Name of work:** Providing Gates and Signboards to various MCGM School Buildings in Zone-I

The Engineer for this work : Dy. City Engineer (SIC)  
E.E.(SIC) ES

2. Estimated cost of Tender : **Rs. 18456240/-**

Sr No	Description of work	Total Amount Rs.
1	Civil Work	Rs. 14,868,834
2	Electrical Work	Rs. 3,587,406
3	<b>Total Amount</b>	<b>Rs. 18,456,240/-</b>

3. Earnest Money (1% of the Estimated cost) : **Rs. 1,84,562/-**

4. Time Period Contract as a whole : **9 months (IM)**

5. The DLP shall be as below:

Dept	Type of works	DLP
BM/SIC/HIC	General works	3 years
	Structural works	5 years
	Waterproofing works	5 years
Ward Works	All ward level works	2 years
For other departments	HE, WSP, SP, SWD, Garden	3 years

6. 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 price variation clause as amended up to date.

7. 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.

8. 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**

### **PRE-CONTRACT INTEGRITY PACT**

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

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

2.The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM 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 disfavor to any person in relation to the Contract or any other Contract with the Government.

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

4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

6.The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the MCGM as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

7.The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.



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

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

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

- 1) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- 2) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
- 3) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- 4) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/Bidder

**Annexure- C**

**(On Rs. 500/- Stamp Paper)**

**DECLARATION CUM INDEMNITY BOND**

I, \_\_\_\_\_ of \_\_\_\_\_, do hereby declared and undertake as under.

1. I declare that I have submitted certificates as required to Executive engineer

(Monitoring) at the time of registration of my firm/company \_\_\_\_\_ and there is no change in the contents of the certificates that are submitted at the time of registration.

2. I declare that I \_\_\_\_\_ in capacity as Manager/Director/Partners/Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.

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

4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, MCGM is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

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

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

Signature of Tenderer/Bidder

## **BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN

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

inhabitants carrying on business at \_\_\_\_\_ in Mumbai under the style and name of Messer's \_\_\_\_\_ (hereinafter referred to as 'the consultant') of the second part Shri. \_\_\_\_\_

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner ) of the third part and THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution of the work of " \_\_\_\_\_ and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security -deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants ( hereby testified ) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do , a sum not exceeding in the whole Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) under the terms of the said tender and /or the contract .The B.G. Is valid upto \_\_\_\_\_” Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. \_\_\_\_\_ only and guarantee shall remain in force upto \_\_\_\_\_ unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS (1) \_\_\_\_\_

Name and \_\_\_\_\_

address \_\_\_\_\_

WITNESS (2) \_\_\_\_\_

Name and \_\_\_\_\_ the duly constituted Attorney Manager

address \_\_\_\_\_

the Bank and the said Messer's \_\_\_\_\_

\_\_\_\_\_ (Name of the Bank)

WITNESS(1) \_\_\_\_\_

Name and \_\_\_\_\_

address \_\_\_\_\_

WITNESS(2) \_\_\_\_\_

Name and \_\_\_\_\_

For Messer's \_\_\_\_\_

address \_\_\_\_\_

have here into set their respective hands the day and year first above written. **The amount shall be inserted by the Guarantor, representing the Contract Deposit in Indian Rupees.**

## Annexure- D

### Rate Analysis

Item Description

Sr.no.	Description of rate analysis parameters	Unit	Quantity	Basic rate	Amount	GST%	GST Amount	Amount including GST
1	Material							
2	Machinery Hire Charges							
3	Labour Type		(labour components)					
4	Total of all components							
5	Overhead & Profit 15% on 4							
6	Total Rate (4+5)							
7	Per unit rate							

Sign & Seal of the Tenderer

## PROFORMAS:

### PROFORMA- I

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

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

#### NOTE:

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

Works shall be grouped financial year-wise.

### PROFORMA- II

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

PROFORMA- II					
Sr.No.	Financial year	Annual Turnover of Civil Engineering Works	Updated value to current year	Average of last 5years	Page No.
1					
2					
3					
4					
5					
Total					

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

### PROFORMA- III

At least similar work, as stated in para 'A' of Post qualification,

PROFORMA- III							
Name of the Project	Name of the Employer	Cost of the Project	Date of issue of work Order	Stipulated Date of Completion	Actual Date of Completion	Actual cost of work done	Remarks explaining reasons for delay, if any
1	2	3	4	5	6	7	8

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

PERSONNEL:

PROFORMA- IV					
Sr. No.	Post	Name	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**

the requisite Scanned Attested documents of

Sr.No.	Equipment	Number	Owned
1	2	3	4

Note: The tenderer(s) shall furnish/upload 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.

# CIRCULARS

**BRIHANMUMBAI MAHANAGARPALIKA**

**CIRCULAR**  
2020-21

No.CA(F)/Project/ 32 of 26.10.2020

**Sub : Bid Security or EMD**

**Ref : No.MDD/7878 of 27.09.2016**

The MCGM's tender conditions have been amended and Standard Bid Document has been circulated vide No.MDD/7878 of 27.09.2016.

The condition of refund of Bid Security or EMD incorporated in SBD, is as follows :-

- (i) The Bid Security of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.
- (ii) The Bid Security/EMD of L-3 and bidders shall be refunded immediately after opening of financial bid but **the EMD/ASD submitted by the L-2 bidder will be returned after obtaining Standing Committee Resolution.**

In recent past, due to COVID-19 pandemic, various benefits and relief are given to contractor for ease of doing business and to maintain their cash flow. Further, the Statutory Committee meetings are not held in this pandemic situation. Hence, the condition of refund of Bid Security/EMD and ASD is reviewed and revised condition for all invited tenders wherein Statutory Committee's sanction has not been accorded and forthcoming e-tenders –

- (a) The Bid Security/EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.
- (b) The Bid Security/EMD and ASD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid.

(c) In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.

The above revised directives shall come into effect immediately on issuance of this circular.

All Chief Engineers/Head of Departments/Deans shall note the above directives and follow them scrupulously.

Sd/-13.10.2020  
**C.A.(W.S.S.D.)**

Sd/-13.10.2020  
**C.A.(Finance)i.c**

Sd/-13.10.2020  
**D.M.C.(Infra)**

Sd/-13.10.2020  
**D.M.C.(E)**

Sd/-13.10.2020  
**Dir.(ES&P)**

Sd/-16.10.2020  
**A.M.C.(P)**

Sd/-23.10.2020  
**Municipal Commissioner**

## बृहन्मुंबई महानगरपालिका

परिपत्रक  
२०२०-२१

क्र.प्रले(वित्त)/प्रकल्प/३६ दिनांक ०७.१२.२०२०

- विषय: बृहन्मुंबई महानगरपालिकेची कामे करणाऱ्या कंत्राटदारांकडून कोव्हिड-१९च्या अनुषंगाने नविन कामांमध्ये Performance Guarantee न घेण्याबाबत
- संदर्भ: १) महाराष्ट्र शासन परिपत्रक क्रमांक संकीर्ण १०२०/प्र.क्र./१००/२०२०-व्यय-१२ दिनांक २९ जुलै, २०२०
- २) परिपत्रक क्र.उपप्रले/व्यय/ १/०६ दिनांक १०.०८.२०२०
- ३) क्र.प्रले(वित्त)/प्रकल्प/२० दिनांक २०.०८.२०२०
- ४) क्र.प्रले(वित्त)/प्रकल्प/२१ दिनांक ०७.०९.२०२०

कोरोना साथीच्या प्रादुर्भावामुळे महानगरपालिकेचे काम करणाऱ्या कंत्राटदारांना चालू कंत्राटामध्ये सोसाव्या लागत असलेल्या विविध अडचणीबाबत उपाययोजना व सहाय्य करण्याबाबत केंद्र सरकार व राज्य सरकारच्या धर्तीवर, परिपत्रक निर्गमित करून विविध उपाययोजना व सहाय्य देण्यात आलेले आहे. तथापि, या अनुषंगाने प्राप्त झालेल्या सूचनांच्या अनुषंगाने महापालिकेतील कंत्राटदारांना Performance Guarantee बाबत उपरोक्त संदर्भित परिपत्रक क्र.२, ३ व ४ मधील नमूद सवलती व्यतिरिक्त खालीलप्रमाणे अतिरिक्त सवलत देण्यात येत आहे :-

१. नव्याने मागविण्यात येणाऱ्या निविदांमध्ये कार्यानुसंग हमीपत्र (Performance Guarantee)

कंत्राटदारांकडून घेण्यात येऊ नये.

२. परंतु सदर कामासाठी, स्वीकृतीपत्र (Letter of Acceptance) प्राप्त झाल्याच्या दिनांकापासून

३० दिवसात २% कंत्राट अनामत रक्कम म्हणून सदर कामाचा दोष दायित्व कालावधी पूर्ण होईपर्यंत

वैध असलेले बँक हमीपत्र प्राप्त करणे आवश्यक असेल तसेच काम पूर्ण झाल्यानंतर ५०% रिटेन्शन

मनीचे अधिदान केल्यानंतर उर्वरित ५०% रिटेन्शन मनी परत करताना सदर कामाचा दोष

दायित्व कालावधी पूर्ण होईपर्यंत हमी म्हणून संबंधित कंत्राटदाराकडून दोष दायित्व कालावधी संपेपर्यंत वेध असणारे बँक हमीपत्र घेणे आवश्यक असेल. अशा प्रकारची अट नव्याने मागविण्यात येणाऱ्या निविदांमध्ये अंतर्भूत करण्यात यावी.

३. तसेच ज्या कामांची निविदा सदर करण्याची अंतिम नियत दिनांक संपुष्टात आली नसेल अशा कामांच्या बाबतीत शुध्दीपत्रक (Corrigendum) काढून उपरोक्त मुरा क्रमांक १ व २ अंतर्भूत करण्यात यावा.

४. सदरहू संपलत हो दिनांक ३१.०३.२०२२ पर्यंत मागविण्यात येणाऱ्या निविदांना लागू असेल.

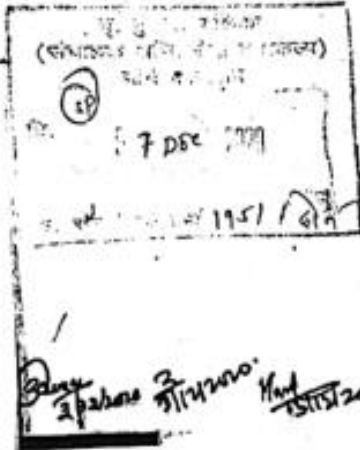
सर्व संबंधित अधिष्ठाता/सहाय्यक आयुक्त/खातेप्रमुख यांनी उपरोक्त निर्देशांची अंमलबजावणी काटेकोरपणे करावी.

  
०२/०४/२०२०  
प्रमुख लेखापाल (पा.पू.म.वि.)

अतिरिक्त आयुक्त (प्रकल्प)


  
०३/०४/२०२०  
प्रमुख लेखापाल (वित्त)प्र.

महानगरपालिका आयुक्त



70  
P. Chitambar  
Vijay P. Chitambar  
DIRECTOR (F.S.S.P.)

M.C.S.

  
०३/०४/२०२०  
A.O. (C.C.P.)

श्रीम. प्रतिभा, लेखिका

2

  
०३/०४/२०२०  
प्र.प्र.

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## बृहन्मुंबई महानगरपालिका

### परिपत्रक

२०२०-२१

क्र.उप.प्र.ले./व्यय/१/०६ दिनांक १०.०८.२०२०

**विषय:-** केंद्र व राज्य शासनाच्या धर्तीवर कोरोना साथीच्या प्रादुर्भावामुळे महापालिकेची कामे करणाऱ्या कंत्राटदारांना चालू कंत्राटाबाबत सोसाव्या लागत असलेल्या अडचणीसंदर्भात उपाययोजना व सहाय्य करणे.

**संदर्भ:-** महाराष्ट्र शासन परिपत्रक क्रमांक संकीर्ण १०२०/ प्र.क्र.१०० /२०२०/ व्यय-१२ दिनांक २९ जुलै, २०२०

#### प्रस्तावना:-

कोव्हिड -१९ महासाथीचा प्रादुर्भाव रोखण्यासाठी केंद्र शासनाच्या गृह विभागाने तसेच राज्य शासनाने मार्गदर्शक सूचना जारी करून लॉकडाऊन जाहीर केले. आपत्ती व्यवस्थापन कायदा-२००५ नुसार घातलेल्या निर्बंधामुळे बांधकाम साहित्याची वाहतूक, मनुष्यबळ तसेच सल्लागार सेवा यांचेवर मोठ्या प्रमाणात विपरित परिणाम झाला आहे. त्यामुळे बांधकाम प्रकल्पांची गती मोठ्या प्रमाणात मंदावली आहे. केंद्र शासनाने कोव्हिड-१९ महामारी ही नैसर्गिक आपत्ती म्हणून गृहीत धरून अनेक शासकीय कंत्राटामध्ये “दैवी संकट” तरतूद (Force Majeure Clause) वापरण्याच्या सूचना दिल्या आहेत. तसेच कामाची मुदत ३ ते ६ महिने एवढी वाढविली आहे. अशा प्रकरणी Performance Security ची रक्कम कंत्राटदारास परत देण्याबाबतची कार्यपद्धती विहित केली आहे. त्या अनुषंगाने संदर्भित शासन परिपत्रकानुसार काही मार्गदर्शक सूचना जारी करण्यात आलेल्या आहेत तसेच त्या मार्गदर्शक सूचना शासकीय कंपन्या, शासकीय उपक्रम, स्थानिक स्वराज्य संस्था, निमशासकीय संस्था यांना योग्य त्या फेरफरांसह लागू करण्याचे निदेश दिलेले आहेत.

२. राज्यात कोरोना साथीच्या प्रादुर्भावामुळे महानगरपालिकेतील कामे करणाऱ्या कंत्राटदारांना सोसाव्या लागत असलेल्या अडचणीसंदर्भात उपाययोजना करणे व त्यांना सहाय्य करणे आवश्यक असून त्यादृष्टीने खालील उपाययोजना करण्यात यावी :-

१) महानगरपालिकेच्या कामाच्या पूर्णत्वासाठी मूदतवाढीची विनंती कंत्राटदाराने केल्यास त्यास दिनांक १५ मार्च, २०२० ते दिनांक १५ सप्टेंबर, २०२० अशी सहा महिन्यांची मूदतवाढ देण्यात येईल. या कालावधीसाठी त्यांच्यावर कोणतीही दंडात्मक कार्यवाही करण्यात येणार नाही. मात्र कंत्राटदारास या कालावधीसाठी कोणतेही दावे (Claims) करता येणार नाहीत. तसेच कोणतेही आयडलींग चार्जेस (Idling Charges) अनुज्ञेय असणार नाहीत. भाववाढीसंदर्भात कंत्राटातील अटी व शर्ती लागू राहतील. वरील सुविधा ज्याप्रकरणी दि. १५ मार्च, २०२० पूर्वी निविदा शर्तीचा अन्यथा भंग झाला नसेल अशा कंत्राटांना लागू राहतील.

## २. सुरक्षा अनामत रक्कम (Security Deposit)

२.१) बृहन्मुंबई महानगरपालिकेमध्ये २% किंवा त्यापेक्षा जास्त सुरक्षा अनामत रक्कम ही विनाशर्त बँक हमीपत्र स्वरूपात प्राप्त करण्यात येत असल्याने त्यामध्ये कोणतेही बदल नाहीत.

२.२) रिटेंशन मनी (Retention Money ) च्या परताव्याबाबत खालीलप्रमाणे बदल करण्यात येत आहे.

विद्यमान पध्दत	सुधारित पध्दत
महापालिकेत कंत्राटदाराच्या बिलातून ५% रिटेंशन मनी वसूल करण्यात येते. व सदर रिटेंशन मनीचा परतावा ५०% रक्कम काम पूर्ण झाल्याचे प्रमाणपत्र दिल्यानंतर केले जाते व उर्वरित रिटेंशन मनी चा परतावा ५ वर्ष DLP असेल तर ३ न्या वर्षांचा DLP संपल्यावर ३० दिवसात आणि १,२ व ३ वर्षांचा DLP असेल तर DLP Certificate दिल्यानंतर परतावा करण्यात येतो.	कंत्राटातील अटी व शर्तीनुसार रिटेंशन मनीच्या रकमेचा परतावा ज्या दिनांकास अपेक्षित आहे त्या दिनांकापर्यंत वैध असलेली बँक गॅरंटी घेऊन रिटेंशन मनीची रक्कम मुक्त करावी.



२.३) वरील सुविधा ज्या प्रकरणी दिनांक १५ मार्च २०२० पूर्वी निविदा शर्तीचा अन्यथा भंग झाला नसेल, अशा रु.५० लक्ष पेक्षा अधिक रककमेच्या कंत्राटांना लागू राहतील.

### ३. अतिरीक्त सुरक्षा अनामत रक्कम (ASD)

#### ३.१)

विद्यमान पध्दत	सुधारित पध्दत
महापालिकेत निविदा भरतानाच ASD ची रक्कम रोख स्वरूपात घेतली जाते. सदर ASD च्या संपूर्ण रक्कमेचा परतावा काम पूर्ण झाल्याचे प्रमाणपत्र दिल्यानंतर केले जाते.परंतू ज्या प्रकरणी संबंधित अभियंता सदर कामाच्या काही भागाचे पूर्ण झाल्याचे व त्या भागाचे Taking Over Certificate पारित केल्यानंतर त्या अभियंत्याने शिफारस केल्यानुसार त्या प्रमाणात ASD ची रक्कम परत करण्यात येते.	१. ज्या प्रकरणी ५० टक्क्याहून अधिक रकमेचे काम पूर्ण झाले आहे, त्याप्रकरणी ५० टक्के अतिरीक्त सुरक्षा अनामत रक्कम (ASD) कंत्राटदारास परत करण्यात यावे. २. उर्वरित अनामत रक्कम ती काम पूर्ण होण्याच्या दिनांकापर्यंत वैध असलेली विनाशर्त बँक गॅरंटीच्या मोबदल्यात मुक्त करण्यात यावी.

३.२) ज्या प्रकरणी १०० टक्क्याहून अधिक रक्कमेचे काम पूर्ण झाले आहे, त्या प्रकरणी अंतिम देयक तातडीने अदा करण्याबाबत कार्यवाही करण्यात यावी. तसेच अतिरीक्त सुरक्षा अनामत रक्कम परत करण्याबाबत निविदा मधील शर्तीनुसार रक्कम कंत्राटदारास परत करण्याबाबत कार्यवाही करण्यात यावी.

३.३) वरील सुविधा ज्या प्रकरणी दिनांक १५ मार्च २०२० पूर्वी निविदा शर्तीचा अन्यथा भंग झाला नसेल, अशा रु.५० लक्ष पेक्षा अधिक रककमेच्या कंत्राटांना लागू राहतील.

४. वर नमूद केलेल्या सवलतींचा लाभ घेण्यास इच्छुकता दर्शविल्यानंतर कंत्राटदारास दैवी आपत्ती (Force Majeure Clause) संबंधातील कंत्राटातील अथवा सर्वसाधारण तरतूद लागू करण्याबाबत विनंती करता येणार नाही.

५. सदर मार्गदर्शक सूचना हया अंतरिम स्वरूपाच्या असून नवीन निविदा काढताना त्यांच्या अटी व शर्तीमध्ये या सूचनांचा आधार घेऊन बदल करण्यात येवू नयेत.


६. सदर मार्गदर्शक सूचना दिनांक ३१ मार्च २०२२ पर्यंत अंमलात राहतील.


७. सदर मार्गदर्शक सूचना या महानगरपालिकेच्या ~~विभागांमार्फत~~ हाती घेण्यात आलेल्या प्रकल्प व कामांच्या कंत्राटांना लागू राहतील. तथापि महापालिकेच्या ज्या कंत्राटदारांविरोध् ज्या कामांकरिता विविध चौकशा प्रलंबित आहेत अशा कंत्राटदारांना सदर कामाकरिता तसेच तदनुषंगाने इतर कामातून रोखून ठेवलेल्या रकमांना सुध्दा या सवलती लागू होणार नाहीत. सदर मार्गदर्शक सूचनांच्या अंमलबजावणीसाठीचे अधिकार खाते प्रमुखांना प्रदान करण्यात येत आहेत जेणेकरून सदर प्रकरणी जलद कार्यवाही होईल.

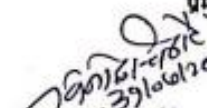
८. सदर प्रकरणी कोणतीही धोरणात्मक शंका अथवा अर्थविवरणाची बाब उद्भवल्यास त्याचे स्पष्टीकरण करण्यासाठी अतिरिक्त आयुक्त (प्रकल्प) यांचे अध्यक्षतेखाली, उपायुक्त (पायाभूत सुविधा), उपायुक्त (विशेष अभियांत्रिकी) व संचालक (अभियांत्रिकी सेवा व प्रकल्प) यांचा समावेश असलेली समिती गठीत करण्यात येईल. या समितीचे सदस्य सचिव म्हणून प्रमुख लेखापाल (वित्त) हे राहतील. सदर समिती त्यांची शिफारस अंतिम निर्णयार्थ महानगरपालिका आयुक्त यांना सादर करतील. महानगरपालिका आयुक्त यांचा यासंबंधीचा निर्णय अंतिम असेल.

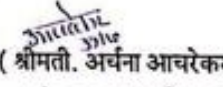
उपरोक्त सूचनांचे काटेकोरपणे अंमलबजावणी करण्याबाबत सर्व खाते प्रमुख/सहाय्यक आयुक्त/रुग्णालय अधिष्ठाता/वैद्यकीय अधिक्षक/उप प्रमुख लेखापाल/लेखा अधिकारी यांनी दक्षता घ्यावी.

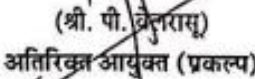
  
(प्र. क. आन्हाड)  
प्रमुख लेखापाल (पा.पू.म.नि.)

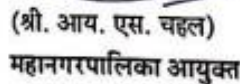
  
(प्रदिप पडवळ)  
प्रमुख लेखापाल (वित्त)प्र.

  
(श्री. संजय दराडे)  
उपायुक्त - (पायाभूत सुविधा)

  
(श्री. विनोद चितोरे)  
उपायुक्त (वि.अ.)

  
(श्रीमती. अरुणा आचरेकर)  
संचालक (अ.से.व.प्र)

  
(श्री. पी. वेल्हारासु)  
अतिरिक्त आयुक्त (प्रकल्प)

  
(श्री. आय. एस. चहल)  
महानगरपालिका आयुक्त

31/22



**बृहन्मुंबई महानगरपालिका**

**परिपत्रक**

२०२०-२१

क्र.प्रले(वित्त)/४२ दिनांक ०९.११.२०२१

**विषय:-** बृहन्मुंबई महानगरपालिकेत कंत्राटदारामार्फत पार पाडावयाच्या कामाच्या मसुदा निविदेमध्ये अतिरिक्त सुरक्षा अनामत रक्कमेबाबतची सुधारित अट समाविष्ट करण्याबाबत.

**संदर्भ:-** एमडीडी/७८७८ दिनांक २७.०९.२०१६.

बृहन्मुंबई महानगरपालिकेत कंत्राटदारामार्फत पार पाडण्यात येणाऱ्या कामाकरिताच्या मसुदा-निविदेत समाविष्ट करावयाच्या अतिरिक्त सुरक्षा अनामत रक्कमेबाबतच्या अटीबाबतचे निर्देश संदर्भित परिपत्रकान्वये निर्गमित करण्यात आले आहेत. त्यामध्ये खालीलप्रमाणे सुधारणा करण्यात येत आहे.

**विद्यमान पद्धत:-**

ई-निविदा सूचनेस प्रतिसाद करून ज्या ज्या कंत्राटदारांनी वजा -१२% पेक्षा कमी दराने टक्केवारी उद्धृत 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 पद्धत:-**

१. कंत्राटदाराने वजा -१२% पेक्षा कमी दराने टक्केवारी उद्धृत केली असल्यास वजा १२% पेक्षा जास्त असलेल्या प्रत्येक टक्क्याला १% याप्रमाणे ऑनलाईन निविदा सादर करताना अतिरिक्त सुरक्षा अनामत रक्कमेचा ऑनलाईन भरणा करणे आवश्यक नसेल.
२. कंत्राट रकमेनुसार सक्षम प्राधिकार्यांची मंजूरी प्राप्त झाल्यानंतर प्रथम लघुत्तम असलेल्या निविदाकाराने कार्यस्विकृती पत्रात नमूद केल्यानुसार कार्यालयीन कामकाजाच्या १५ दिवसात विद्यमान पद्धतीनुसार अतिरिक्त सुरक्षा अनामत रक्कम डिमांड ड्राफ्ट स्वरूपात महानगरपालिकेचा नागरी सुविधा केंद्रात जमा करणे व त्या पावतीची प्रत खातेप्रमुखाकडे सादर करणे आवश्यक असेल.

३. जर प्रथम लघुत्तम निविदाकाराने कार्यस्विकृती पत्रात नमूद केल्यानुसार कार्यालयीन कामकाजाच्या १५ 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/

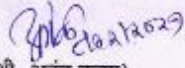
(Attesting)

LoA)

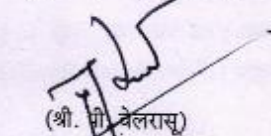
पार्टनर इतर कंपनीमध्ये संचालक/ पार्टनर म्हणून कार्यरत असतील तर ती कंपनी सुद्धा दोन वर्षाकरिता डीबार (Debar) करण्याची कार्यवाही करण्यात येईल.

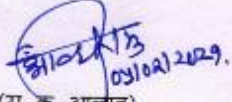
यापुढील कामाकरिताच्या मसुदानिबिंदेत परिपत्रकात नमूद केल्याप्रमाणे अतिरिक्त सुरक्षा अनामत रक्कमेबाबतची अट अंतर्भूत करण्यात यावी.

उपरोक्त सूचनांचे काटेकोरपणे अंमलबजावणी करण्याबाबत सर्व खाते प्रमुख/ सहाय्यक आयुक्त/ रुग्णालय अधिष्ठाता/ वैद्यकीय अधिक्षक/ उप प्रमुख लेखापाल/ लेखा अधिकारी यांनी दक्षता घ्यावी.

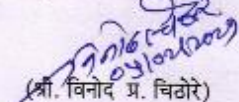
  
(श्री. अनंत कदम)

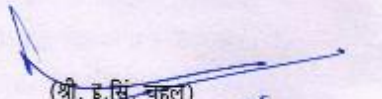
उपायुक्त -(पायाभूत सुविधा)


  
(श्री. पी. व्ही. वेलराव)  
अतिरिक्त आयुक्त (प्रकल्प)

  
(रा. क. आन्हाड)

प्रमुख लेखापाल (बिह) प्र.

  
(श्री. विनोद प्र. चिटोरे)  
संचालक (अ.से.व.प्र)

  
(श्री. ह. सि. चहल)  
महानगरपालिका आयुक्त १/२२५ -

  
१०/०२/२०२१



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

Central Purchase Department

Dy.Ch.Eng./CPD/ 8610 /AE-5

Date: 23.04.2019

**Sub :** Circular of Incorporating new clause of internal "GRIEVANCE REDRESSAL MECHANISM" in the standard Bid document.

**Ref:** i) DMC/CPD/3217 dtd. 02.03.2019,  
ii) Dir/E.S&P/6272 dtd. 26.03.2019

In continuation of earlier circular u/no. DMC/CPD/3217 dtd. 02.03.2019, all the department are requested to note the following details for grievance redressal mechanism.

The name, address & contact details of registrar appointed by MCGM for Grievance Redressal is as follows:

**Registrar, Grievance Redressal Committee**

Shri Uday B. Mande

(Mobile) - 9223401774

**Office address for correspondence**

Central Purchase Department

566, N.M. Joshi Marg

Byculla (West)

Mumbai - 400 011

Email : [registrar.cp@gmail.com](mailto:registrar.cp@gmail.com)

The other details and complete process of Internal Grievance Redressal mechanism is mentioned in the circular itself and it remains the same.

CPD/8610

namdy  
DY.Ch.E.(CPD)

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