

BRIHANMUMBAI MUNICIPAL CORPORATION

E- Tender (FY 2022-23)

FOR

Name of Work:

**Construction of Connecting Arm from Cotton Green Skywalk to The
Cotton Green Station In F/South Ward.**

Website: portal.mcgm.gov.in/tenders

*Office of: Chief Engineer (Bridges),
Engineering Hub Building,
Dr. E. Moses Road,
Worli Naka, Worli,
Mumbai- 400 018.*

**Name of Work: Construction of connecting arm from Cotton green skywalk to
the cotton Green station in F/South ward.**

(Bid No. 7200036774)

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SECTION 1

E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Chief Engineer (Bridges)

No. Ch E/ 6801 /Bridges dated 28/09/2022

E-TENDER NOTICE

Bid No. 7200036774

SUBJECT: -Construction of connecting arm from Cotton Green Skywalk to the Cotton Green Station in F/South ward.

The Brihanmumbai Municipal Corporation (BMC) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013, the contractors registered with the Brihanmumbai Municipal Corporation, (BMC) in **Class III as per new registration** or Those having equivalent or more work experience from Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months from date of issue of work order failing which their Bid security i.e. EMD (Earnest Money Deposit) will be forfeited/ recovered and a penalty of 0.1 % of contract cost OR Rs.10,000/- whichever is more will be recovered / deducted from the Contractors payment / bill by the executing department. The contractor, who fails to get registered with BMC in Civil / Mechanical & Electrical discipline, shall not be considered for BMC work in future in that discipline.

Bidding Process will comprise of THREE stages.

Joint Venture (JV) is not allowed.

The bidder shall note the guidelines for Provisions incorporated in circulars under no. प्र.ले. / वित्त/ प्रकल्प/ शहर/17/ dt.06.09.2017, प्र.ले./वित्त/ प्रकल्प/ शहर/19/ dt.15.09.2017 and प्र.ले. / वित्त/प्रकल्प/शहर/28/ dt.10.11.2017 & Circular No.CA/F/Project/25 Dt. 12.07.2022 are attached herewith in the Draft Tender.

The application form can be downloaded from BMC's portal (<http://portal.mcgm.gov.in>) on payment of Rs.10400 + 18% GST as applicable. (Circular no. CA/FRT/17 dated 23.12.2021) The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process.

i) To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer (FAR), 3rd floor, Municipal Headquarter.

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

ii) 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, Safe's crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mundhra CA.

Sr. No.	Name of work	Estimated cost in Rs.	E.M.D. in Rs.	Contract period	Cost of E-Tender in Rs.
1.	Construction of connecting arm from Cotton green Skywalk to the cotton green station in F/South ward.	2,75,20,886 /-	2,75,300/-	12 months (Excluding Monsoon)	10,400/-+18% GST as applicable

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. **2,75,300/- In words Two Lakhs Seventy-Five Thousand Three Hundred Rupees 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 BMC 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 & C is to be uploaded by the bidder in vendors' document online in Packet A, B & C. 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 Chief Engineer (Bridges). The Packet C shall be opened if bids submission in Packet A& B satisfies/includes all the requirements and same are found acceptable to the Authority.

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

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

The Applicants interested in the above referred works may contact the Chief Engineer (Bridges) at the following address on any working day during office hours.

Office of:
Chief Engineer (Bridges), BMC
Zero Floor, Engineering Hub Building,
Dr.E.Moses Road, Worli Naka,
Worli, Mumbai- 400 018.

The applicants may wish to visit the site under reference located near Cotton Green station in F/south ward and can collect the information of the present status from the department who have invited the bids.

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

Sd/- 28.09.2022
Chief Engineer (Bridges)

HEADER DATA

Tender Document No	7200036774
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Construction of connecting arm from Cotton Green Skywalk to the Cotton Green station in F/South ward.
Cost of Tender	10400/- + 18% GST as applicable
Cost of E-Tender (Estimated Cost)	Rs. 2,75,20,886 /-
Bid Security Deposit/EMD	Rs. 2,75,300/-
Date of issue and sale of tender	29.09.2022 from 11:00 Hrs.
Last date & time for sale of tender	21.10.2022 upto 12:00 Hrs.
Submission of Packet A, B & Packet C Online & (Receipt of Bid Security Deposit).	21.10.2022 upto 16:00 Hrs.
Pre-Bid Meeting	07.10.2022 at 15:00 Hrs. in conference room of Ch. Eng. (Bridges) as applicable.
Opening of Packet A	21.10.2022 after 16:10 Hrs.
Opening of Packet B	21.10.2022 after 16:15 Hrs.
Opening of Packet C	02.11.2022 after 15:00 Hrs.
Address for communication	Office of the: - Ch.E. (Bridges)'s Office, BMC, Ground floor, Engineering Hub building, Dr. E. Moses Road, Worli Naka, Worli, Mumbai-400018
Venue for opening of bid	Online in Ch. Eng. (Bridges)'s office.

This tender document is not transferable.

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

Sd/- 28.09.2022

Chief Engineer (Bridges)

SECTION 2
ELIGIBILITY CRITERIA

2.1 Technical Capacity (Project Experience):

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

a) Three similar completed works or currently executing three works of similar nature each costing 30% of estimated cost. *

OR

b) Two similar completed works or currently executing two works of similar nature each costing 40% of estimated cost. *

OR

c) One completed work or currently executing one work of similar nature of aggregate 60% of estimated cost. *

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

Note: - Similar nature means any work involving construction of PSC/RCC/ Composite Bridge, Flyover, Skywalk, ROB, FOB, Steel Girder structure bridge with RCC deck slab OR Steel bridge which involves placement of steel Girder.

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

2.2 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.

- To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.
- The turnover can be enhanced by 10% every year to bring the present level

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

2.3 Similar Experience:

Similar nature means any work involving construction of PSC/RCC/ Composite Bridge, Flyover, Skywalk, ROB, FOB, Steel Girder structure bridge with RCC deck slab OR Steel bridge which involves placement of steel Girder

2.4 Bid Capacity:

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

Assessed Available Bid Capacity = (A* N* 2 - B)

Where,

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

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

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

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

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

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

SECTION 3
DISCLAIMER

DISCLAIMER

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

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

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

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

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

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

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

SECTION 4
INTRODUCTION

4.1. Background:

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

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

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

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

4.2. Scope of Work:

BMC 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.

The existing Staircase of Cotton Green Skywalk on the South East side near Railway station Ramp is to be demolished and the proposed FOB is to be connecting to this existing skywalk.

If required, the Contractor may provide the temporary support at mid span on the road / passage for erection of girder. Contractor shall submit construction methodology and phasing in detail proposed along with his offer. Vehicular traffic in the construction area shall be regulated with the help of Traffic Police Authority. However pedestrian movement in the area should not be affected during entire construction period. Hence, before starting the work barricading, signals, warning signals etc. shall be provided, in order not to affect the pedestrian movement and the utilities.

SECTION 5
**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 BMC 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/BMC”

I. Before entering into 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 BMC Portal.

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

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

- a. Contractors already registered with BMC 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. BMC 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 BMC)

- a. Vendor fills up Self Registration form via accessing BMC portal.
- b. Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
- c. Accepted Vendor receives User ID creation email with Link on his supplied mail Id.
- d. Vendor creates his User ID and Password for e-tendering application.

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

1. Access e-tender link of SRM Portal
2. Log in with User ID and Password
3. Selects desired Bid Invitation (he wants to bid)
4. To download tender documents contractors will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Contractors can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.
5. Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.
6. 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.
7. All the documents uploaded have to be digitally signed and saved. Contractors can procure their digital signature from any certified CA's in India.
8. Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned in tender.
9. 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.
10. Applicants to check the bid, digitally signs & save and submit his Bid Invitation.
11. Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.
12. Please note that "Hold" action do not submit the Bid.

13. Applicants will receive confirmation once the Bid is submitted.

14. Bid creator (BMC) 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 & C are to be uploaded by the tenderer in 'Vendor's document' online in Packet A, B & C. 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 BMC Ward Offices.

The e-tender is available on BMC 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 timetable shown in the Header Data in the office of Ch. Eng (Bridges).

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

BARRING PHYSICAL SUBMISSIONS

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

SECTION 6
INSTRUCTIONS TO APPLICANTS

INSTRUCTIONS TO APPLICANTS

➤ Scope of Application

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

➤ Eligibility of Applicants

The Brihanmumbai Municipal Corporation(BMC) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013, the contractors registered with the Municipal Corporation of Greater Mumbai, (BMC) in **Class III as per new registration** (excluding those who are blacklisted or against whom FIR has been filed) or Those having equivalent or more work experience from Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings works, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months from date of issue of work order failing which their Bid security i.e. EMD (Earnest Money Deposit) will be forfeited recovered and a penalty 0.1 % of contract cost OR Rs.10,000/- whichever is more will be recovered / deducted from the Contractors payment / bill by the executing department.

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

A) Technical Capacity (Project Experience):

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

a) Three similar completed works or currently executing three works of similar nature each costing 30% of estimated cost. *

OR

b) Two similar completed works or currently executing two works of similar nature each costing 40% of estimated cost. *

OR

c) One completed work or currently executing one work of similar nature of aggregate 60% of estimated cost. *

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

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

Note: -

“Similar nature means any work involving construction of PSC/RCC/ Composite Bridge, Flyover, Skywalk, ROB, FOB, Steel Girder structure bridge with RCC deck slab OR Steel bridge which involves placement of steel Girder”

B) 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.

- To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.
- The turnover can be enhanced by 10% every year to bring the present level
- 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 fortenders.

C) Bid Capacity:

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

Assessed Available Bid Capacity = (A* N* 2 - B)

Where,

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

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

B = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion

of the Project/Works for which these bids are being invited.

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

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

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

D) Equipment Capabilities as required for this work:

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

Note:

1. Bidders shall submit the undertaking for equipment capability and other undertakings as such on a single Rs.500/- stamp paper.
2. Insistence of availability of equipment's/plants at particular distance from site should not be made in the tender document.

E) Technical Personnel:

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

Cost of Work (Rs. in Crore)	Requirement of Technical Staff		Minimum Experience in Years	Designation
	Qualification	Number		
More than 1.5 to 5	i) Graduate Engineer	1	5	Principal Technical Representative
	ii) Graduate Engineer	1	2	Project / Site Engineer
	Or Diploma Engineer	1	5	Billing

NOTE:

1. The minimum suggested Personnel, with the prescribed construction schedule prior to bidding of this bid are shown in the above list.
2. The tenderer(s) should upload general information on the Organizational set up of the firm, to allow the employer to review their proposals.
3. "Cost of work", in table above, shall mean the agreement amount of the work.
4. 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.

5. 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.
6. Requirement of technical staff and their experience can be varied depending upon cost and complexity of the work by competent authority i.e. Chief Engineer with recorded

reasons.

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

F) Time period of the project:

Entire project should be completed and delivered within **12 months** of time from the date of award of contract that Excluding 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 complete the work as per phase given below:

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

Full work will be completed in **12 months (Excluding monsoon)**.

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

G) Contract Execution:

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time, a penalty of Rs 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him

H) If the amount of the Contract Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender / Contractor already accepted shall be considered as cancelled and legal steps be taken against the contractor for recovery of the amounts. The amount of Security Deposit retained by the BMC shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work

within the period up to which the contractor has agreed to maintain the working order is over, the amount of security deposit retained by BMC shall be adjusted to-wards the excess cost incurred by the Department on rectification work.

I) 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 BMC -

- (a) To rescind the contract (for which recession notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of BMC.
- (b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor
- (c) To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by BMC under the contract or otherwise, howsoever, or from his

security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against BMC even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into 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.

J) Contract may be rescinded and security deposit forfeited for bribing a public officer or if contractor becomes insolvent:

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of BMC/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of BMC and the same consequences shall ensue 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.

K) It will be entirely responsibility of the contractor to provide and install secure barricades on work site, wholly at his cost. The barricading shall be provided as per specifications and as per site requirements and the circular issued u/no. MGC/F/6342 dated 05.05.2018 shall be applicable. BMC will not make any payments towards barricading, contractor shall quote accordingly.

L) All the excavated material belongs to the Municipal Corporation of the Greater Mumbai and therefore shall be the property of BMC. The excavated material shall be removed from site and dump to suitable dumping ground at the risk and cost of the contractors. The payment of transportation charges shall not be paid by the BMC. The bidder has to consider all the cost above and have to quote accordingly.

Categories and classes available for Civil Contractors

A. New registration. (2016)

Minimum Financial requirements for Civil Engineering Discipline

(Rs. In Lakh)

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

Submission of Tenders

PACKET – A

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

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

- a) Valid Registration Certificate.
- b) Valid Bank Solvency Certificate of Minimum Solvency amount as governed by Registration Rules in force for respective Class of Contractor for Civil and M&E works.
- c) Valid GST Registration Certificate.
- d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- f) The bidders shall categorically provide their Email-ID in Packet ‘A’.

NOTE:

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

a) The list of similar type of works as stated in Technical Capacity of Eligibility Criteria successfully completed during **the last Seven (7) years** in prescribed proforma, in the role of 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). 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 EligibilityCriteria.

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

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

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

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

e) Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or partthereof.

f) Statement showing assessed available BidCapacity.

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

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

h) The tenderers shall upload work plan as per the following outline:

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

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

j) The litigation history as per the clause no 2.8. The bidder shall disclose the litigation history in packet B under the head “**details of Litigation History**”.

(PROFORMA VII)

If there is no litigation history, the bidder shall specifically mention that there is no litigation history against him as per the clause of litigation history.

In case there is Litigation History, - Litigation History must cover –Any action of blacklisting, debarring, banning, suspension, de-registration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last five years from the date of submission of bid. Also, bidder must disclose the Litigation History for last five years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is the party in the Litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any court where BMC is a party. While taking decision on Litigation History the concerned Chief Engineer or D.M.C. or Director, as may be the case, should consider the details submitted by the bidder and take decision based on the gravity of the litigation and the adverse effects of the act of the company, firm, directors, partners or authorized signatory on the BMC works which can spoil the quality, output, delivery of any goods or any work execution and within the time frame.

k) The list of the ‘Technical personnel’s’ with their qualification, working in the tenderer’s establishments as per pro-forma IV.

l) Notarized undertaking on Rs.500/- stamp paper as per clause no **10.37 (arbitration clause)**

m) The bidder/tenderer shall submit valid registration certificate under E.S.I.C., Act 1948, if the bidder/tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 10 employees/persons on his establishment (in case of production without use of energy) to BMC. In case of less employees/persons than mentioned above then the successful bidder/tenderer has to submit an Notarized undertaking to that effect

on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

m) The bidder/tenderer shall submit valid registration certificate under E.P.F. &M.P.,Act 1952, if bidder/tenderer has more than 20 employees/persons on his establishment, to BMC. In case if the successful tenderer /bidder has less employees/persons than mentioned above then the successful bidder has to submit an Notarized undertaking to that effect on Rs. 500 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 is required to be made through e-mail 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 zeroonly).**

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.

INTERNAL GRIEVANCE REDRESSAL MECHANISM

As per circular u.no. Dy.Ch.E/CPD/2025/ dt 01.09.2021 New clause of regarding Grievance Redressal Committee (GRC) to address grievances from bidders is applicable)

M.C.G.M. has formed a internal Grievance Redressal Mechanism for Redressal of bidders grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, In packet 'A', 'B' & 'C' can make an application for review of decision of responsiveness in Packet 'A', 'B' & 'C' within a period of **7 Days** or any such other period, as may be specified in the bid document.

While making such an application to procuring entity for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

Provided that after declaration of a bidder as a successful in Packet 'A' (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet 'B' (Technical Bid), an application may be filed only by successful bidders of Packet 'A'. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable/responsive.

Upon receipt of such application for review, M.C.G.M. may decide whether the bid process is required to be suspended pending disposal of such review. The M.C.G.M. after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

M.C.G.M. shall deal and dispose off the application as expeditiously as possible and in any case within 10 days from the data of receipt of such application or such other period as may be specified in pre-qualification document, Bidder registration document or bid documents, as the case may be.

Where M.C.G.M. fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or

prospective bidder may file an application for redressal before the 'Internal Procurement Redressal Committee' within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for Internal redressal before redressal Committee shall be accompanied by fee of Rs.25,000/- and fee shall be paid in the form of D.D. in favor of M.C.G.M.

1st Appeal by the bidder against the decision of C.E./HoD/Dean can be made to concerned DMC / Director who should decide appeal In 7days.

If not satisfied, 2nd appeal by the bidder can be made to concerned A.M.C for decision.

Grievance Redressal Committee (GRC) is headed by concerned D.M.C / Director of particular department for the first appeal / grievances by the bidder against the decision for responsiveness / Non-responsiveness in Packet 'A', Packet 'B' or Packet 'C', and if not satisfied, concerned A.M.C, will take decision as per second appeal made by the bidder.

This grievance Redressal Committee (GRC) will be operated through DMC(CPD) office where appeals of aggrieved bidder will be received with fee of Rs. 25000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of grievance Redressal Committee (GRC) with D. M. C. and further proceeding will be carried out through registrar appointed by BMC.

No application shall be maintainable before the redressal committee in Regard of any decision of the M.C.G.M. relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

On receipt of recommendation of the committee, it will be communicated his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of the recommendation and in case of non-acceptable of any recommendation, the reason of such non- acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and/or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complaint shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

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.

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 BMC Ward Offices.
 - Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
 - The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
 - The Bid Security/ EMD and ASD of L-2 and other higher bidders (L-3,L-4 etc) shall be refunded immediately after opening of financial bid.
 - 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 bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e.15 days, the department will process further as per normal procedure.
 - The Bid Security may be forfeited:
 - a) If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity).
 - b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and/or
 - ii. Furnish the required Security Deposits
1. The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are re-reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
 2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

3. FORFEITURE OF EMD FOR BEING NON-RESPONSIVE

1. The practice of forfeiting 10% of EMD on non-compliance of the shortfalls is continued. However, 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.**
2. The forfeiture of EMD in the cases wherein if these submissions are not followed by a contractor, shall be informed by the user department to Registration and Monitoring Cell so as

to make a data-base of such defaults of the contractors.

3. In case of non-submission of documents be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, it shall be viewed seriously and disciplinary action against the defaulters which includes demotion, suspension, etc shall be taken by Registration cell as governed by relative provision in Registration Rules of BMC and Standard General Conditions of Contract.

4. Incentive and penalty:

Please refer the GCC condition no.84

Note:

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

a. Non-submission of following documents,

i. Valid Registration Certificate

ii. Valid Bank Solvency

iii. Valid GST Certificate

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

v. Partnership Deed and any other documents

vi. Undertakings as mentioned in the tender document.

ii) Non-curable Defect shall mean

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

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

c. No proper submission of experience certificate and other documents etc.

Please refer circular Ch.E./BM/01991/II/7.01.2019

d. Wrong calculation of Bid Capacity,

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 re-quest will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension.

DEFECT LIABILITY PERIOD

- The Contractor is expected to carry out the construction work in Workmen like manner so as to meet the requirement and specification for the project. It is expected that the Workmanship and materials will be reasonably fit for the purpose for which they are required.
- Defects or defective work is where standard and quality of workmanship and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which 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 concealed so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until discover actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.
- The DLP shall be as below:

Dept	Type of works	DLP
Roads / Bridge	For cement concrete road/ Mastic works	5 years
	Asphalt work	3 years
	Paver Block	3 years
	Structural work	5 years
	General works	5 years

- Also, in case of defect, the Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.
- It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the issue of 'Certificate of Completion', the 'Defect Liability Period' starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions from the engineer to carryout repairs and fix any defects which appear in the Permanent Works. If the contractor does not, due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by engineer is done.

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit

The security deposit shall mean and comprise of

I) Contract Deposit and

II) Retention Money

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

II) Retention Money–The contractor shall pay the retention money an amount equal to Five (5) % Percent of the Contract Sum which will be recovered from the contractors every bill i.e., interim /running / final bill. The clause of retention money will not be applicable M. & E. Department.

Note: Circular u.no. CA/Finance/Projects/21 dated 07.09.2020 shall be applicable for this tender.

B. Additional Security Deposit

The **additional security deposit** will be applicable when a rebate of more than of 12 % at the rate of with no maximum limit. The ASD is calculated as follows:

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

X=percentage rebate quoted above 12%

For further details on ASD please refer circular CA/Finance/42/ dated 09.01.2021 attached in Circular Section.

C. Performance Guarantee

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

Offer	PG applicable %
For Premium, at par and rebate 0 to 12%	PG= 0.92% x contract sum rebate 0 to12% applicable for rebate of 12%
For rebate of 12.01%	P.G. = {0.92% x contract sum applicable for rebate 012%} + (X) x

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

The PG shall be paid in one the following forms.

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

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

III) Government securities

IV) Fixed Deposit Receipts (FDR) of a Schedule Bank.

V) An electronically issued irrevocable bank guarantee bond of any Schedule bank or f in the prescribed form given in Annexure.

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

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

Note: Following exceptions shall be adopted for ‘Demolition Tenders’:

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

D. Refund of Security Deposit

I. Refund of Contract Deposit

After receipt of letter of acceptance, successful bidder shall submit Bank guaranty valid upto completion of Defect Liability Period as 2% contract deposit within 30 days.

Note: Circular u.no. CA/Finance/Projects /36 dated 07.12.2020 shall be applicable for this tender.

II. Refund of Retention Money

One-half (50%) of the Retention Money shall be released within 30 days of issue of ‘Certificate of Completion’ with respect to the whole of the Works. In the event the Engineer issues a Taking-over Certificate for a section

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

The balance Retention Money shall be released within 30 days after completion of 3rd year of DLP (in case of 5 years DLP) and after issue of 'Defect Liability Certificate' (in case of 1 or 2 or 3 years DLP) provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. In the event of different Defects Liability Periods have been specified or become applicable to different sections or parts of the Permanent Works, the said moneys will be released within 30 days on expiration of the latest of such Defects Liability Periods.

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

III. Refund of Additional Security Deposit

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

IV. Refund of EMD/ASD

1. EMD /ASD of the bidders from L2and downwards will be released immediately in next three days without asking any application from the applicant, at the level of A.E. / Ex. Eng. through SRM system and without any insistence of the sanction of the competent authority as the EMD/ASD is a deposit to be refunded immediately of unsuccessful bidder and should not be kept on hold for any reason. Once the system is IT enabled, the same shall be done automatically.

2. The refund of ASD of Unsuccessful Tenderer is applicable as per Circular under CAF/Project/42 dt. 09.01.2021 attached in Circular Section.

V. Refund of Performance Guarantee

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

- **Summary of time of Refund of deposit is tabulated as follows**

A Time of Refund for works having 5 years DLP

Deposits refunded after completion	After 3 yrs of DLP	After Completion of DLP
ASD + 50% of RM	CD+50% of RM	PG

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

Deposits refunded after completion	After Completion of DLP
ASD + 50% of RM	CD+50% of RM+ PG

*Note: a) It shall be clearly mentioned that the BG shall be applicable for individual work/contract and clubbing of various contracts of the said contractor will not be allowed. In case of obtaining Bank Guarantee, it is necessary to mention that the same shall be valid further 6 months from the completion of defect liability period/ warranty period. b) It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period in the tender & in case of its expiry it will attract penalization. c) Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai up to Virar & Kalyan. List of approved Banks is appended at the end of Instructions to Bidders (ITB). The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Regional Branch of the same bank within the Mumbai City Limit categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank itself in case of default by the Contractors furnishing the Bank Guarantee. The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

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

Successful tender shall pay the Legal Charges + Stationary charges as per Circular no Legal dept/10318 Dated 24.03.2022

Contract Value	Legal + Stationery Charges from date 01.04.2022 to 31.03.2023
Up to Rs. 50,000/-	Nil
From Rs. 50,001/- to Rs 1,00,000/-	Rs. 6290 /-
From Rs. 1,00,001/- to Rs. 3,00,000/-	Rs. 10380/-
From Rs. 3,00,001/- to Rs. 5,00,000/-	Rs. 12470 /-
From Rs. 5,00,001/- to Rs. 10,00,000/-	Rs. 14510 /-
From Rs. 10,00,001/- to Rs. 20,00,000/-	Rs. 16570 /-
From Rs. 20,00,001/- to Rs. 40,00,000/-	Rs. 18660 /-
From Rs. 40,00,001/- to Rs. 1,00,00,000/-	Rs. 20720 /-
From Rs. 1,00,00,001/- to Rs. 10,00,00,000/-	Rs. 24450 /-
Rs. 10,00,00,001/- to Rs. 20,00,00,000/-	Rs. 28220/-
Rs. 20,00,00,001/- to Rs. 30,00,00,000/-	Rs. 31980/-
Rs. 30,00,00,001/- to Rs. 40,00,00,000/-	Rs. 35740/-
Rs. 40,00,00,001/- to Rs. 50,00,00,000/-	Rs. 39470/-
Rs. 50,00,00,001/- to Rs. 1,00,00,00,000/-	Rs. 47000/-
Rs. 1,00,00,00,001/- to Rs. 2,00,00,00,000/-	Rs. 58270/-
Rs. 2,00,00,00,001/- to Rs. 3,00,00,00,000/-	Rs. 65770/-
Rs. 3,00,00,00,001/- to Rs. 4,00,00,00,000/-	Rs. 75120/-
Rs. 4,00,00,00,001/- to Rs. 5,00,00,00,000/-	Rs. 84510/-
From Rs. 5,00,00,00,001/- to Any Amount	Rs. 93920/-

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

B. Stamp Duty: (As per circular No. Ch. Eng/ BM/ 17800/II dated 07.01.2016)

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

i. As per the provision made in Article 63, Schedule I of Maharashtra Stamp Act 2015, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under:

(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 rupees plus one hundred rupees for part thereof, above Rs.1,00,000/- or part thereof, above rupees ten lakh subject to the maximum of rupees twenty five lakh stamp duty.

ii. For stamp duty @ 0.50% on original B.G as well as on extended B.G. amount as per letter of commissioner of stamp under circular no. Refer Letter of मुद्रांकजिल्हाधिकारीयांचेजाक्र./अमल-1/करययकरांतररट/896/2016 dated 23.02.2016. The successful bidder shall enter into a contract agreement with M.C.G.M. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.

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

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

IMPORTANT DIRECTIONS

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

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

2. Applicants/Bidders shall refer portal.mcgm.gov.in/tenders for "The Manual of Bid-Submission for Percentage Rate/Item Rate 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 che.br@mcgm.gov.in. The subject shall clearly bear the following identification/ title: "Queries/ Request for Additional Information:

TENDER for "Construction of connecting arm from Cotton green Skywalk to the cotton green station in F/South ward."

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

3. ALLOTMENT OF WORKS IN CASE OF EQUAL PERCENTAGE

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

b) 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. in presence of Bidder/Bidder's representative and Accounts Officer.

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

Note: This process of re-quoting online shall be carried only after development in SRM system by IT Department.

4. It will be entirely responsibility of the contractor to provide and install secure barricades on work site, wholly at his cost. The Barricading shall be provided as per specification and as per site requirements and the circular issued u/no AMC/ES/679/II dated 06.10.2015 shall be applicable. BMC will not make any payment towards barricading, Contractor shall quote accordingly.

5. In case of any surplus excavated material is required to be removed from the site, the cost shall be borne by contractor and is deemed to be included in the contractors offer. No payment on this account will be made separately. (As per the circular MGC/F/6342 dated 05.08.2018)

6. The surplus excavated material from the site shall be removed free of cost to the municipal dumping ground within 24 hours, as directed. The necessary tipping charges at dumping ground, as applicable, shall be borne by the contractor or at designated unloading site, as per circular No. Dy.Ch.Eng./SWM/3957 Op. dtd 28.09.2018 for which no extra payment will be made.

SECTION 7
SCOPE OF WORK

SCOPE OF WORK

The existing Staircase of Cotton Green Skywalk on the South East side near Railway station Ramp is to be demolished and the proposed FOB is to be connecting to this existing skywalk.

Contractor shall submit construction methodology and phasing in detail proposed along with his offer

Vehicular traffic in the construction area shall be regulated with the help of Traffic Police Authority. However pedestrian movement in the area should not be affected during entire construction period. Hence, before starting the work barricading, signals, warning signals etc. shall be provided, in order not to affect the pedestrian movement and the utilities.

The sequence of activities to be performed as per prevailing site conditions in each phase will be as under.

1. Demarcation of alignment of proposed road and all the utilities underground before excavation work commences, especially at the location of foundations by taking trial pits and mapping utilities as already stated etc.
2. Approval for Concrete Mix Design for various Grades of Concrete prior to start of concreting work. Approval of grout for piles. Approval of admixtures to be used in the works.
3. Approval of construction methodology proposed by the contractor for phase wise work. Tenderer to indicate construction methodology along with his submission of tender, Traffic regulation if required will be arranged by the contractor in consultation with traffic police. Getting permission from traffic police will be the responsibility of contractor. No claim will be entertained due to non-permission / delayed permission etc.
4. Approval by Engineer in charge for foundation strata.
5. Initial and Routine load Test on test Piles as per the codal provision and specification to ascertain the load and socketing depth.
6. Pile length will be determined after carrying out necessary investigations and analysis of Information obtained / available at site in consultation with Contractors Consultant (Soil Expert) available at site and Engineer – in – charge.
7. Piling as per predetermined and approved sequence. The piling shall be done with hydraulic rig only. Boring through all type of strata including hard rock, this shall be payable under item R2-BW-2-115-m. If the socketing of pile in hard rock of specified dia. cannot be done with hydraulic rig, then chiselling with ordinary rig and chisel shall be resorted to in order to get desired socketing of the pile in rock. No extra payment for this will be made.

8. Approval from competent authority / consultant/ proof checking for erection scheme, detailed drawings, methodology proposed by contractor.
9. Connection of utilities and commissioning of utilities.
10. Casting of all RCC Structural components.
11. Approval from competent authority / consultant/ proof checking for erection scheme, detailed drawings, methodology proposed by contractor.
12. Existing services will have to be identified by the contractor and arranged to be rerouted as required by the respective agencies.
13. Safety of the existing structures in vicinity is complete responsibility of the contractor. Any damages to these structures in vicinity for whatsoever the reason will be responsibility of the tenderer throughout Contract period and repair / rectification will be borne by contractor. No extra payment will be made for the same. Tenderer should take note of the same while quoting.
14. Contractor will have to maintain all signs, signboards, blinkers, warning, and signals for traffic to the satisfaction of traffic police.
15. Use of ready-mix concrete is compulsory for all concrete items. Concrete manufacture at site will not be allowed. Contractor must arrange for design of suitable mix.

16. Mapping of Utility services:

For ascertaining the existing utility services met with during excavation, along the project carriageway of Bridges, the contractor shall prepare & precisely map the utilities met with and submit 3 sets maps of said utility services in soft as well as hard copies of all the existing as well as any newly laid utility services from permanent reference points along and across the improved project bridge carriageway by mentioning co-ordinates in three dimensions. Mapping of utilities will not be paid separately. While bidding, bidders shall consider this aspect and should quote accordingly.

Note: All the works contained in the scope of work shall be carried out strictly as per the relevant specifications applicable as attached OR referred to in this e- tender document OR as directed by The Engineer. The above is general description of the scope of work & actual work shall be governed by B.O.Q. and as directed by the Engineer.

17. The Contractors shall execute the work even on Saturdays, Sundays, Holidays & in night-time without any break in the continuity of work; the Contractor shall arrange exclusive labour force for this purpose along with all resources. The total working days shall, however, be counted as per the Contract period mentioned in this Tender Document & as per G.C.C. Failure of the Contractor to observe the continuity of work will be viewed seriously & heavy penalty will be imposed for every default.

(III) APPLICABLE TO CONSTRUCTION OF BRIDGE

- I. Traffic is plying on the nearby road, which provides access to proposed site. Intending tenderers will have to obtain the approval from traffic police dept., during execution of

works and to take all safety measures such as barricading, blinkers at night at both ends. “Go slow work in Progress” boards at least 100m. at 2 nos. at each end, use of reflective paint etc. this will be incidental to work and will not be paid separately.

- II. Wherever works are to be carried out near the road, it would be necessary to provide strong barricading of approved pattern and design to keep off the pedestrians and vehicular traffic from any construction work or equipment brought for the work. In addition to this barricading diversion sign boards, blinking electric warning colour lights and proper wring lights during night times will have to be provided by the contractors, in consultation with the Engineer – in charge and the traffic authorities. Provision of shoring / strutting necessary for protecting / retaining embankments / filling in the area adjacent to construction area as required by Engineer – in charge is included in contractor’s scope. The cost of providing all these measures, as mentioned above shall be deemed to be included in the price / percentage quoted by the Tenderers and no extra payment on any of these accounts shall be admissible.
- III. There are a few utilities along / over the existing bridge however there could be some unknown utilities also below ground. Tenderers should note that certain utilities are running along the existing bridge, which are required to be shifted. The contractor has to take necessary precautions for safety of the structure and utilities. No extra payment will be made for this.
- IV. The utilities will have to be identified by taking trail pits at suitable interval around the ROW before starting the foundation work. Mapping must be done before taking up any activity. Taking trail pits and mapping utilities is incidental and no extra payment on this account will be made. All damages to the utility known or unknown shall be sole responsibility of the contractor.
- V. Utility services like telephone cables or power cables or water mains, if any, are proposed to be shifted suitably as per provisions of clause no. 33 of G.C.C. as amended up to date. Tenderers are requested to take into cognizance the width of excavation over which utilities will be required to be supported and quote their percentage rate accordingly.
- VI. Contractors have to take all precautions and safety measures of all utilities (underground or on existing bridge) like water mains, cables etc. till its shifting by concerned department. If any mishaps happen with utilities during construction works, all responsibility for the same will be borne by contractor.
- VII. Foundation design may have to be modified as per actual strata met with if it is different than the soil investigation report. However, no claims such as idle labours and machinery and materials and extra resources on this count shall be entertained. Contractors must plan his work taking into account this factor and complete the work in time.
- VIII. Water required for the work shall be arranged by the contractor at no extra cost. Contractor will have to make his own arrangement for adequate storing of water, so as to avoid use of any other water for construction purpose. Water from the outside

sources shall have to be got tested at Municipal Laboratory or any other Government recognized laboratory at Contractors cost before its use.

- IX. The time period prescribed for the completion of the works is **12 months (Excluding monsoon)** includes certain likely delays on account of shifting of utilities etc. In case of any abnormal delay on account of shifting of utilities, the engineer may grant suitable extension in the activity. However, such delays will not vitiate the contract and non-claims for compensation on such account will be entertained.
- X. Layout and detailed drawings attached with the tender documents may undergo changes depending on site conditions soil data, exact location of utilities and sub soil strata met with at the time of execution. This will not vitiate the contract and will not lead to claims for extra rate of compensation.
- XI. Excavation and demolition of various items is required to be carried out with utmost safety. Care should be taken to avoid any damage to the existing properties and utilities. In that eventuality the contractors will have to bear the cost for compensation / reconstruction.
- XII. Mix designs for the required strengths of concert shall be carried out well in advance of concreting. Ready mix concrete must be used for all structural concrete.
- XIII. There are chances of accumulation of slush / mud / foreign material in construction trenches during working. No extra payment will be made for removal of such material.
- XIV. Intending tenderers are free to do the construction activities like superstructures on land away from actual for site. However, mode of payment will be on completion as per BOQ item only.
- XV. The contractor should take a necessary note of tidal variation and flow levels in the creek and make plan the height of coffer dam for diverting flow.
- XVI. No construction joint is permissible in this except as shown in the drawing. The concrete mix shall be designed to provide for the necessary retardation to account for the various pours by addition of admixtures. The tenderer is required to make all necessary arrangements accordingly. No extra payment is admissible on account of use of admixtures.
- XVII. Concreting work during night hours will be permitted only when it is necessary. The contractor shall make all the necessary arrangements like flood lights, generator sets etc. at such times.
- XVIII. Mechanical means of curing by spraying water is mandatory for all RCC / PSC components. Additionally, the superstructure shall be cured by ponding on top of the slabs.
- XIX. The use of approved admixtures / plasticizers is mandatory for maintaining workability of the concrete with the water cement ratio limited to 0.4.
- XX. Use of steel shuttering with minimum 3mm. thick M.S. plates backed by angle frames shall be permitted as formwork alternatively Marine Plywood with adequate thickness

backed by wooden / SS frames shall also be permitted. The shutting design for all components shall be got approved from the Engineer-in-charge.

- XXI. PERT chart with milestone fixed for activities shall be submitted by the successful tenderer before commencing work.
- XXII. The staging and shuttering of the RCC members shall be designed for form vibrators.
- XXIII. Facility for Fax Connection & PC shall be made on site.
- XXIV. All sub-surface water including run off from storm water, other surface drainage, river water etc. running in the Nallas / river shall be required to be diverted from the open excavation of the foundations. Dewatering of water using adequate number of pumps of suitable capacity shall also be considered. The concreting will be permitted only in fully dry condition. Also precautions and provisions for ensuring the same are deemed to be included in the rate and no separate payment shall be made for the same.
- XXV. Every steel bar shall bear the mark of manufacturer embossed on it along with all other requirements as usual.
- XXVI. The tenderer should note that –

The maximum price variation payable as per general conditions of contract. As per GR of Maharashtra Government. Basic consumer price index (Io) and basic wholesale price index (Wo) prevailing on the day of 28 days prior to the date submission of the tender is considered. The price variation shall be permitted for the materials. The basic rates adopted in the item of Uniform schedule of rate applicable to this tender are as under-

1. Cement: Rs.6160/MT	4. Mild Steel: Rs.47,200/MT
2. HYSD Steel (Fe415): Rs.49,560/MT	5. T.M.T.(Fe500): Rs.52,510/MT
3. Structural Steel: Rs.50,740/MT	6. Bitumen: i) 10/20 - Rs.40.00 per Kg ii) 30/40 - Rs.39.00 per Kg iii) 60/70 - Rs.36.38 per Kg

However, price variation shall not be admissible beyond theoretical date of completion of contract period, as also for the fair items created during execution.

The price variation formula in clause 74(b) of general condition of contract as below:

- a) Formula for Labor component:

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

- b) Formula for Material component:

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

XXVII. Mastication work during night hours will be permitted only when it is necessary. The contractors shall make all the necessary arrangements like flood lights, generator sets etc. at such times.

The bidders have to sign on pages, Proforma I, II, III, IV, V, VI, VI-A & VI-B, summary sheet & undertaking.

It is mandatory for the contractors to provide necessary and required office equipment accessories, stationary, furniture etc. for the work under reference.

List of Registers.

The contractor shall prepare & maintain soft copies of the following registers as applicable during execution of work: -

1. Inventory Register
2. Correspondence file
3. External & internal utility remarks file
4. File containing drawings
5. Daily Progress Register
6. Instruction Register
7. Level Book
8. Mix design file
9. Material Testing Result file
10. Photograph file
11. Excavation Register (Asphalt, rock, soil etc.)
12. Filling/Embankment Register
13. Removal Challans & Register (if dumped at Municipal ground /if paid separately)
14. G.S.B. Register
15. W.M.M. Register
16. Steel Register
17. M15, M20, M-35, M-40, M50 Cube registers etc.
18. M15, M20, M-35, M-40 registers etc.
19. R.M.C. Challan file for grade M15, M20, M-35, M-40 etc.
20. Cement Variation Register if applicable
21. MS Liner Register
22. Cement Register
23. Joint Cutting Register
24. Precast item register (Paver blocks, Kerb stone etc.)
25. Precast item challan register
26. D.B.M. Register
27. Asphalt concrete /Seal coat Register
28. Asphalt challan file
29. Penalty Register.
30. Register for inspection during defect liability period.
31. Contractor's site staff attendance register

32. Utility trench register.
33. Register for tension bars
34. Register for structural steel

Note: - Any other register as directed by Engineer- In-Charge. Any other registers required as per description of items for any activity/material/quantity for which payment is made or as instructed by engineer in -charge. Hard copies of the registers shall be prepared and signed by the contractors and shall be provided as and when required. Mastication work during night hours will be permitted only when it is necessary. The contractors shall make all the necessary arrangements like flood lights, generator sets etc. at such times.

a) It is mandatory for the contractors to provide necessary and required office equipment accessories, stationary, furniture etc. for the work under reference and will help the site engineers for maintaining day to day record as given below.

BARRICADES.

Regarding barricading referred following circular: -

MUNICIPAL CORPORATION OF GREATER MUMBAI CIRCULAR

U/No.MGC/F/6342 dated 5.5.2018

Sub.: Revised guidelines regarding barricades being used during the execution of various infrastructure development projects by BMC in Mumbai.

Various infrastructure development projects are being executed by BMC for the betterment of citizens of Mumbai. During the course of execution of the projects, it is necessary to provide strong and secured barricading as a safety measure to avoid any mishaps as well as to avoid nuisance to vehicular and pedestrian traffic. Nowadays, the following types of barricades are being used exclusively in BMC as per the convenience of various departments at different sites.

1. Water/sand fillable PVC Metrobarricades.
2. RW 7.45 (G.I. sheets of 22 gauge fixed on 3-inch dia. Wooden bullies buried in existing road sufficiently)
3. RW 7.36 (G.I. sheets of 22 gauge fixed on MS Angle post buried in half the depth in drums of 20 liters capacity in 1:3:6 concrete)
4. Structural steel barricade for major trenches having depth more than 2.00 meters. Thus, from the above, it can be seen that there is no uniformity in provision of barricades as they are of different size and shape. Further it is also observed that the continuity is not maintained in providing the barricading keeping gaps in between thus endangering the safety of vehicular as well as pedestrian traffic. Also, the barricades are not being cleaned, thus further adding to shabbiness. Further Mumbai being the financial capital of India, people from all over the world visit the city daily and to maintain good image of city the following decisions are taken.

A) Only two types of barricades having department wise color coding are proposed to be used depending upon the nature of work i.e. Minor and Major.

i) Minor works: Barricading made out of 1.5 mm thick MS plate fixed on M.S. angle post/ frame of 65 mm X 65 mm X 6 mm having height of 1.5 m supported on as shown in Annex-I.

ii) Major works: Structural steel barricade made out of 1.50 mm thick M.S. Plate ISMB 250, ISLC 250X50mm and ISA 50mmX50mmX6 mm having of size 2.5 m X 2 m as shown in Annex-II.

B) The department wise colour coding for the barricading shall be as under: -i) H.E.& W.S.P. department – Blue ii) Roads, Traffic, Bridges and Coastal Roads department – Yellow iii) S.P. & S.O department – Green iv) S.W.D., Building Maintenance department & forwards works – Red

C) The basic principle behind installing secured and continuous barricading is to ensure the safety of vehicular as well as pedestrian traffic and residents in the nearby vicinity of the

project. Due to non-installation of appropriate barricades on sites if any mishap occurs leading to injury or loss of life, then the contractor and contractor's Engineer in-charge will be liable for the consequent action.

D) During the course of execution of project, if it is noticed that the contractor has not provided barricading then a penalty of Rs.1000/- per meter per day will be imposed upon the contractor and will be deducted from the due Bill. This penalty shall be a part of penalty as per tender condition.

E) Details of the work shall be prominently displayed on the central panel of the barricades along-with the Social Slogans as given in Annexure III and the Cycle of the same shall be maintained.

F) The contractor shall provide and install the barricading alongwith the slogans printed as per the Annexure III, at his own cost and no payment will be made for this, however the contractor shall quote the bid accordingly by considering the cost of barricading.

The condition shall be included in the tender as given below.

“Barricading shall be provided free of cost as per Circular vide U/No.MGC/F/6342 dated 5.5.2018 and as per Annexure I, II and III of Standard drawings and specifications with slogans and department wise colour codes.” The copy of circular will be attached to the tender as a part of tender document.

This circular will be applicable for the new tenders proposed to be invited from 01.05.2018 and also the corrigendum shall be attached to tenders which are uploaded. However, for the projects wherein the tenders are already invited, the barricading shall be provided strictly as per tender condition. All the details (Annexure I, II & III of Standard drawings and specifications with slogans and department wise colour codes, sketches and department wise colour coding) are uploaded on BMC portal.

This circular shall come in force with immediate effect.

sd/-20.4.2018
(Shri V.P.Chithore)
Dir. (ES&P)

sd/- 20.4.2018
(Shri R. B.Bambale)
D.M.C.(S.E.)

sd/-21.4.2018
(ShriVijay Singhal)
A.M.C.(E.S.)

sd/-21.4.2018
(Dr. Shri Sanjay Mukherjee)
A.M.C.(P.)

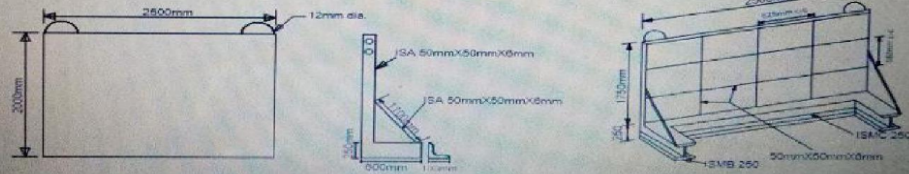
Sd/-5.5.2018
(Shri Ajoy Mehta)
M.C.

sd/-16.5.2018
(Shri P. R. Kadam)
D.M.C. (S.E.)

ANNEXURE II

B) Major works:

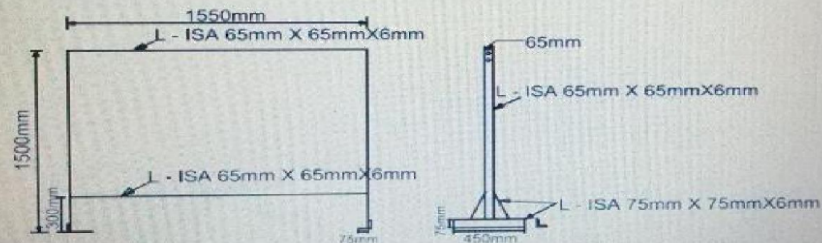
Providing, fabricating and installing the structural steel barricading made out of 1.5 mm thick M.S. plate of size 2500 mm X 2000 mm, ISMC 250 X 50 channels, M.S. Angles ISA 50 X 50 X 6mm and ISMB 250 as per IS 1161-1 RHS/SHS rolled angle plates of TATA Steel, Lloyd Steel, SAIL, ESSAR steel approved in straight profile of all sizes, shapes and for all works including stiffeners, bolts and nuts, fillet / butt welding, splicing, machine grinding, of all member joints wherever required to give neat appearance, and daily cleaning the barricading along with displaying of the Depthwise slogans as given in Annexure -III etc with interlocking arrangement to avoid gap in between and as directed by Engineer in-charge.



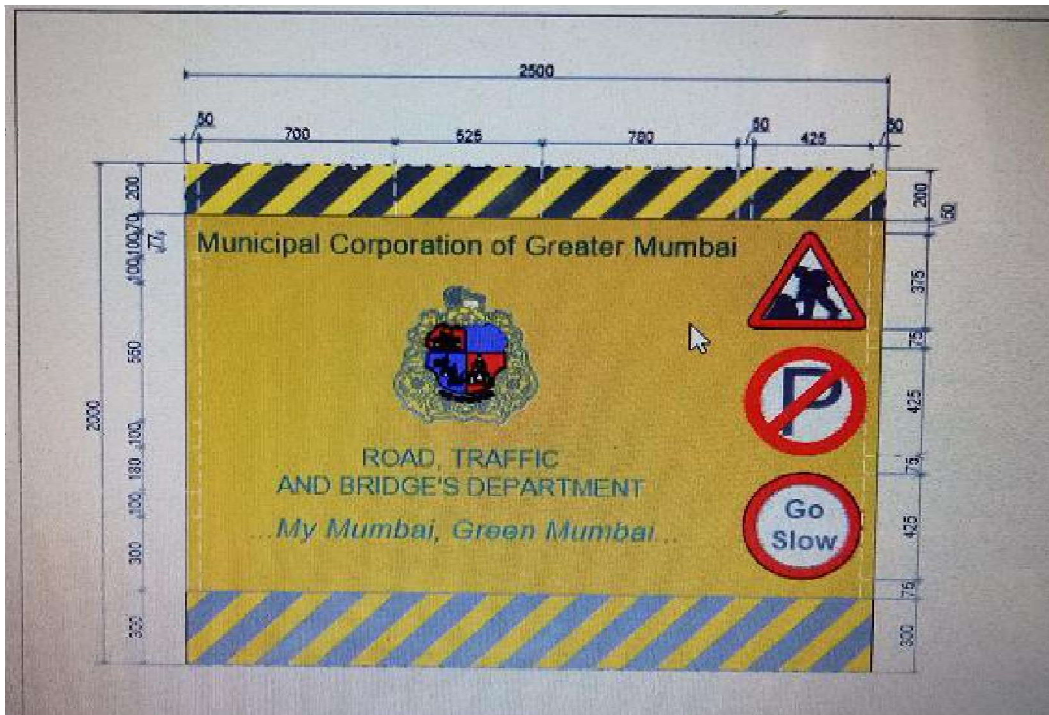
ANNEXURE I

A) Minor work

Providing, fabricating and installing the barricading made out of 1.5 m high M.S. Angle post of 65 mm X 65 mm X 6 mm with 1.5 mm thick M.S. Sheet of size 1.55 m X 1.2 m welded to the M.S. angle post/ frames and fixed to 75mm X 75mm X 6 mm angle base as shown in sketch for minor works, displaying of the social slogan as per the Annex - III, daily cleaning of the same to get better appearance and interlocking arrangement to ensure continuity in provision and to avoid gap in between etc complete and as directed by Engineer in-charge.







SECTION 8
BILL OF QUANTITIES

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
In F/South Ward**

Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
1	R2-RW-7-37 To carry out total station survey of the road with reference to existing coordinate system by establishing control stations by establishing temporary bench mark from permanent bench mark, marking centre line of the road by nails, carrying out detailed levelling, plotting cross sections longitudinally at 20 mtr. intervals with levels at every 4 mtr. cross distance, preparing drawings on Auto cad to the scale of 1:500 and supplying 2 hard copies and 1 soft copy in C.D. form.. etc. complete upto 18.3 mtr wide road.	Each	1	20,182.50	20,182.50
2	R2-BW-1-09 Providing and transporting to site necessary and adequate plant and equipment for taking trial bores for sub soil investigations including conducting an initial survey for establishing datum RLS and locations of trial bores including installation of the drilling equipment of the first bore location etc. complete as specified and directed with reference to T.H.D.	Each Unit	1	49,500	49,500
3	R2-BW-1-10 Shifting and locating the drilling equipment from one location to another within a lead of 500m between successive locations including surveying the spot for establishing boreholes location, fixing ground levels with reference to datum RLS and observing ground water level during boring operation etc. complete as specified and directed by Engineer-in-Charge.	Each Unit	4	3,850	15,400
4	R2-BW-1-11-a Depth upto 6.0 m below ground surface	Rmt	24	1,760	42,240
5	R2-BW-1-11-b Depth beyond 6.0 m upto 20.0 m below ground surface	Rmt	36	2,310	83,160

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
In F/South Ward**

Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
6	R2-BW-1-12-b Taking trial bores for subsoil investigation through rock using rotary drilling equipment with NX size diamond core drilling bits to obtain approximately 54 mm dia. rock cores including provision of wooden boxes for storage of cores, indexing the core samples at site of work and conveying the same to the head quarters of concerned office etc.-complete as specified and directed.by Engineer-in-Charge.				
	Depth beyond 10.0m upto 20.0 m below ground surface	Rmt	20	3,080	61,600
	(C) SUB-SURFACE EXPLORATIONS				
7	R2-BW-1-19 Preparing and submitting reports and drawings in triplicate for location depth and details of underground pipe lines, cables and services as existing according to standard technique as specified upto whatever depth of excavation and including all equipment, material, and labour of technical expertise as directed excluding excavation.	Each Trench	1	16,500	16,500
	(D) LABORATORY TESTING				
	Carrying out tests as per specifications for determination of:				
8	R2-BW-1-21-b Liquid Limit	Nos	4	165	660
9	R2-BW-1-21-c Plastic Limit	Nos	4	165	660
10	R2-BW-1-21-d Shrinkage Limit	Nos	4	165	660
11	R2-BW-1-21-h Specific gravity	Nos	4	165	660
12	R2-BW-1-06 Conducting Standard penetration test as per specifications in soil at various levels of bore holes and reporting the results in the approved format etc. complete as specified and directed.	No	4	220	880

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
In F/South Ward**

Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
	Carrying out Dynamic load test at 2.50 times the design load on any dia.of pile including all preparations for conducting test by precasting required C.C hammer head and all machineries, labour etc. including submitting report with graphs and interpretations complete (excluding cost of pile).				
13	R2-BW-5-6-k a) On first Pile	No	1	49,500	49,500
14	R2-BW-5-6-l b) Subsequent piles	No	2	27,500	55,000
15	R2-BW-5-7-d Carrying out Integrity test on piles of various diameters as per standard procedure and submitting reports.	No	48	550	26,400
16	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	32	1,837	58,784
17	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 dismembering and stacking within 50metres lead.	Kg	11000	3	33,000
18	WS6-17-004.001 Rebate of Steel Work	MT	11	-29830	-328130
19	R2-SWD-34 Cutting down stone, concrete, brick masonry work by any means in lime or cement mortar including plaster, pointing in compound walls, arches, piers/wing walls, abutments, etc. complete, as specified & as directed by Engineer-in-Charge.	Cum	10	484	4,840

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
In F/South Ward**

Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
20	R2-CS-EW-1	Cum	127	307	38,989
	Excavation for foundations, substructures, basements, tanks, sumps, walls, chambers, manholes, trenches, poles, pits & general building works in all types of soils, vegetable earth, soft murum, running sand, shingle, turfclay, loam, peat, ash, shale, slag, chalk, garbage, muddy/ marshy/ slushy soil, marine clay, reclaimed land etc. for depths /lifts upto 1.5M measured from the ground level, including dressing/ trimming the sides, leveling and ramming of bottoms, manual dewatering, removing rank vegetation, backfilling in layers not more than 200mm thickness, watering, consolidating, compacting to achieve not less then 97% Modified Proctor density conforming to relevant IS, stacking the selected material in measurable heaps for future use within owners space or disposing within an initial lead of 150m as directed, loading, unloading, leveling excluding shoring, strutting etc. complete as directed by Engineer-in Charge. Note: 1)The rate includes the handling/supporting the existing utilities such as cables, drains, pipes, water mains etc. 2) It also includes the royalty and other taxes applicable if any.				
21	R2-CS-EW-2-a	Cum	62	71	4,402
	Extra over above item CS-EW-1 for lift from 1.5m to 3.0m.				
22	R2-RW-3-22	Sqm	128	157	20,096
	Removing the paver blocks of any thickness.,size,& colour from carriage way OR footpath & transporting the same to ward depot OR any where in MCGM limit. The paver blocks shall be stacked neatly at specified location etc. complete as specified and as directed by the Engineer.				
23	R2-BW-2-28-o	Rmt	72	1,935	1,39,320
	Empty boring through over burden including road crust upto the bottom of pile cap for all diameters of piles.				

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
In F/South Ward**

Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
24	RT1-06-020-FAIR 21 Boring and chiseling for piles at site Micropiling with compressed air including boring throughover burden, sand, clay, silt, murum murum mixed with gravel-boulder including chiselingthroughsoft / weathered hard rock, concrete etc i.e. length upto 10metre.1) 300 mm. dia.	Rmt	792	5,980	47,36,160
	300mm Dia Pile				
25	RT1-06-020-FAIR 22 Extra over above item for length above 10m	Rmt	264	2,000	5,28,000
26	R2-BW-2-36 Providing and installing in position permanent M.S. liners for piles of specified diameter and fabricated from 6.0 to 8.0mm thick plates as per detailed drawings and designs including cutting, bending to required shape, welding, painting with Red Oxide paint etc. complete as specified and directed.	MT	24	73,417	17,62,008
27	R2-BW-2-17 Providing and placing in position controlled cement concrete of M-15 grade for foundation work with minimum cement 400 kg./cum. and water cement ratio not exceeding 0.4 for PCC raft foundation slab with V notches Sloped / flat / strip footings, pile caps tie beams to required lines / levels including leveling, compacting by vibrators, curing including shuttering, centering as necessary and required etc. complete as specified and as directed.by Engineer-in-Charge.	Cum	6	5,419	32,514
28	R2-BW-2-25 Providing and placing in position controlled cement concrete of M-40 grade for foundation work with minimum cement 400 kg./cum. and water cement ratio not exceeding 0.4 for RCC raft foundation slab with V notches Sloped / flat / strlp footings, pile caps tie beams to required lines / levels including leveling, compacting by vibrators, curing including shuttering, centering as necessary and required etc. complete as specified and as directed but excluding reinforcement	Cum	33	7,995	2,63,835

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
In F/South Ward**

Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
29	R2-BW-3-27 Providing and placing in position controlled cement concrete M- 40 grade using minimum cement content as 400Kg/cum and max water cement ratio of 0.40 for RCC work in coping on retaining walls, bed blocks, abutment / pier / column caps, dirtwalls, pedestals for bearing on piers / abutments as per drawings and designs including projections, moulding, champhers etc. of required shape and size including levelling, compacting by vibrators, curing, finishing the exposed surfaces including formwork, shuttering and centering as necessary and required etc. complete as specified and directed but excluding reinforcement.	Cum	50	8,129	4,06,450
30	R2-BW-8-35 Providing Micro Concrete using polymer modified cement premix packed in bags of standard manufacturer, quartz sand, aggregates to achieve strength of M 60 grade including curing.	Cum	2	71,807	1,43,614
31	R2-BW-3-25 Supplying, fitting and fixing in position true to line and level elastomeric bearing conforming to IRC: 83 (Part-II) section IX and clause 2005 of MoRTH specifications complete including all accessories as per drawing and Technical Specifications.	Cu. Cm	69300	1	69,300
	SUPERSTRUCTURE				

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
In F/South Ward**

Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
32	<p>FA-2019-BW-SS-01-B</p> <p>Providing detailing, fabricating and fixing at desired location using hot rolled sections and MS Plates of high grade steel as per specifications and approved fabrication drawings (which are to be prepared by contractor and got approved from Engineer),transporting to the site and erecting/launching structural steel members/girders for all heights and at all levels including provision of necessary erection/launching accessories and machinery for erection/launching, bolts, fixing bolts, nuts, washers, cleats, stiffeners, gussets, base plate and all necessary fixtures and operations like preheating as per specifications, straightening, bending, cutting, drilling, grinding, matching if specified. welding, grinding and removing the welding burr and preparing surface for painting with sand blasting, metalizing and painting of loose fabricated components and girders with sprayed aluminum followed by protective coating of painting outside running line complete with contractor's own paint, other = material, labor, scaffolding, consumable. Note: The protective coating of paint shall be as follows:(i)First coat of each primer to IS 5666 (ii)One coat of Zinc Chromate primer to IS 104 and two coats of aluminum paint to IS 2339.Total thickness will not be less than 200 micron. Guarantee period will be 5 years including touching up with spray painting after erection etc. complete as directed by Engineer in charge.</p>	MT	51	1,89,150	96,46,650

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
In F/South Ward**

Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
33	R2-CS-SS-01				
	Providing, detailing, fabricating and fixing at desired location using hot rolled sections and MS Plates of grade Fe 250 as per specifications and approved fabrication drawings (which are to be prepared by Contractor and got approved from Engineer), transporting to site and erecting structural steel members for all heights & at all levels including provision of necessary erection bolts, fixing bolts, nuts, washers, cleats, stiffeners, gussets, base plate, and all necessary fixtures and operations like preheating as per specifications, straightening, bending, cutting, drilling, grinding, machining if specified, welding, grinding and removing the welding burr and preparing surface for painting with wire brush cleaning and applying two coats of epoxy red oxide zinc phosphate primer of 30 microns each and two coats of Epoxy Corrosion Resistant Enamel paint of 30 microns after fabrication including touching up with spray painting after erection etc complete as directed by Engineer In Charge. (The qty. for this item shall be measured for gusset plates, base plates, bolts in M.T.)	MT	20	80,088	16,01,760
34	R2-CS-SS-23				
	Providing, detailing, and fabricating as per specifications, transporting to site and erecting ladder / railing using stainless steel hollow pipes of grade 304 including, S.S. fixtures and fastenings, cleats, stiffeners, gussets etc. and all necessary operations straightening, bending, like cutting, drilling, welding, grinding and removing the welding burr, machining if specified, finishing, cleaning etc. complete as directed by Engineer In Charge.	Kg.	3690	707	26,08,830

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
In F/South Ward**

Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
35	R2-CS-SS-30-a Providing and fixing structural Profile decking sheet as per particular specification,with GI sheet, zinc coating not less than 275 GSM as per IS 277 and of yield strength 500 Mpa of approved make with specified Base Metal Thickness. The profile shall be structural decking profile having ribs & pitch as per the drawing referred with the embossments (shear groove) on top and side of the ribs for better composite action. The decking sheet shall be fabricated to required form as per the slab design and fixed with Galvanised Iron fasteners, self drilling screws, shear studs as per IS 1367, connectors etc. complete as per design, drawing and direction of Engineer-in-Charge. (Refer typical drwg).The sheet shall be filled with 75mm thick M25 grade concrete reinforced with 8mm dia. HYSD bars placed 150mm C/C both ways. Plan area of the sheeting shall be measured and paid. Structural steel frame work shall be paid seperately. With Base Metal Thickness (BMT) (excluding Zinc coat thickness) 1.00 mm thick Profile decking sheet .	Sqm	224	1,052	2,35,648
36	R2-BW-4-34-b Providing and placing in position controlled cement concrete of M-40 grade using minimum cement content as 400Kg/cum and max water cement ratio of 0.40 for cast-in-situ portions after launching girders of RCC Deck Slab, cross diaphragms to required lines and levels including levelling, compacting by vibrators, curing including formwork, temporary supports as necessary and required etc. complete as specified and directed but excluding reinforcement.(using batch mixing plant). PSC Grade M-40 Using batching Plant, Transit Mixer and Concrete Pump For Solid Slab Super-structure	Cum	39	9,268	3,61,452

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
In F/South Ward**

Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
37	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,retainingwall,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. Thermo-Mechanically Treated steel bars. (Fe 500 D)	MT	32	76,770	24,56,640
38	R2-BW-5-8 Providing Fusion Bonded Epoxy Coating (FBEC) to reinforcing steel bars as per IS 13620: 1993 specifications for a coating thickness of 175 microns (with permissible variation of 50 microns) including testing at plant etc. complete as per specifications	MT	32	16,275	5,20,800
39	R2-BW-5-3-f Providing and applying protective paint consisting of two coats of coal tar epoxy paint over one coat of primer of approved quality and make to the external surfaces of concrete structures to be buried under the soil etc. complete as specified and directed.by Engineer-in-Charge.	Sqm.	57	281	16,017
40	R2-BW-5-3-c Providing and applying epoxy base paint to RCC piers, columns, beams, girders, diaphragms, slabs, parapets etc. including cleaning the surfaces thoroughly so as to remove deposited salts, oil, grease, tar, moisture etc. from the surface, preparing the surface, applying putty consisting of epoxy base paint and steolite powder, to render the concrete surfaces smooth by covering small irregularities and applying one coat of epoxy paint including scaffolding etc. complete as specified and directed.(2 coats epoxy + primer)	Sqm	92	412	37,904

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
In F/South Ward**

Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
41	R2-CS-RW-08 Providing and fixing in position UV resistant, fire retardant, virtually unbreakable and temperature resistant (-40° C to +130° C) Polycarbonate corrugated sheet of 2mm thickness for roof of approved make to match the roof profile at any height with G.I. J hooks bolts of G.I. clamps nuts & bolts or with self drilling fastener and EPDM washer etc. complete as directed.	Sqm	191	1,473	2,81,343
	Providing and laying polished natural stone as specified below (Machine cut) of an approved quality and size for paving /flooring in plain and/or diamond /approved pattern including cement mortar bedding of 25 mm thick in 1:4 proportion, cement float, machine cutting, dressing, leveling, jointing, filling the joints with neat cement slurry or with required pigment, machine polishing at site, curing, finishing, etc complete as directed by Engineer In Charge.				
42	R2-CS-FL-01-1 18 mm thk. Steel Gray Granite tiles/slab	Sqm	192	2,275	4,36,800
43	R2-CS-CW-3-a-1 M-20 grade plain cement concrete (cement content considered @ 260 kg/cum as per IS 456 table showing minimum cement content).	Cum	10	6,963	69,630
	Extra Over item of stencil concrete above M20 in footpath				

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
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Ref.DSR.	Description	Unit	Qty	Rate	Amount
44	R2-RW-10-63 Providing, applying and finishing the top surface of M-20 concrete with stamp/ stencil of approved pattern and colour, in accordance with manufacturer's specification of any approved brand of colour hardener @ of 3.5 kgs/m ² ; including floating of colour hardened over concrete surface with different types of floaters; including application of release agent @ of 0.15 kgs/m ² , stamping over the concrete surface with stamping tools; including cleaning of surface with water and cutting of finished concrete; including application of two coats of acrylic based sealer for finishing. Colour hardener and release agent shall be tested for abrasion resistance for a depth of wear, should not be more than 0.025 mm. Coverage of sealer should not be more than 6.5 sq.m per one litre coat; including cost of skilled manpower, cutting machine, sprayer and all tools tackles for all activities; complete smooth & finish as per direction of Engineer-In-Charge.	Sqm	110	436	47,960
45	GW-3-2-f Ss Dust Bin (Refer sketch 10) Product area:0.76Sqm, Capacity in ltrs: 42.0 ltrs, Product height:0.92m	Nos	2	17,265	34,530
46	R2-BW-5-4-a Providing and fixing in position PVC pipe 150 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any etc. complete as specified and directed.	Rmt	30	972	29,160

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
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Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
	Constructing masonry Chamber 60x45x50 cm inside, in brick work in cement mortar 1:4 (1 cement : 4 coarse sand) for water meter complete with C.I. double flap surface box 400x200x200 mm (inside) with locking arrangement and RCC top slab 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), i/c necessary excavation, foundation concrete 1:4:8 (1 cement : 5 fine sand:10 graded stone aggregate 40 mm nominal size) and inside plastering with cement mortar 1:3 (1 cement : 3 coarse sand) 12 mm thick, finished with a floating coat of neat cement complete as per standard design :				
47	R2-CS-PS-115-a With common burnt clay F.P.S.(non modular) bricks of class designation 3.5	Each	2	7,491	14,982
48	R2-CS-PS-169-a-2 Constructing brick masonry inspection chamber in cement mortar 1:4 (1 cement : 4 coarse sand) with R.C.C. top slab with 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design :	Each	2	9,782	19,564
49	R2-SWD-26 Providing and placing in position controlled Ready Mix Concrete of M-30 grade in raft slab by using ordinary Portland cement including curing by any means, as specified & as directed by Engineer in Charge. (Reinforcement and form work will be paid separately).	Cum	10	7,245	72,450
50	R2-SWD-143 Constructing single water entrance of internal size 0.45m x 0.45m with cast-in-situ coping in M-20 grade, fixing of grating in M -20 as per standard drawings (Dwg No. MCGM/SWD/2013-11), etc complete as specified and as directed by Engineer	Each	2	10,575	21,150

**Project : Construction Of Connecting Arm From Cotton Green Skywalk To The Cotton Green Station
In F/South Ward**

Abstract Sheet : Cotton Green Skywalk

Ref.DSR.	Description	Unit	Qty	Rate	Amount
	in Charge. (excluding excavation, providing and fixing of gratings and frame)				
51	R2-SWD-78-A Providing and laying NP2 Class R.C.C. hume pipes with Collar joints conforming to IS 458:2003 and laid on approved bedding as per IS 783:1985 (reaff. 2010) including jointing the pipes and filleting with hemp and stiff mix of cement mortar 1:2, including testing of pipes at contractor's costs (in presence of municipal staff) as per IS 3597 etc. complete as specified & as directed by Engineer-in-Charge.(excluding necessary earthwork & bedding). 600mm Dia	Rmt	20	4,132	82,640
52	R2-CS-PS-202 Providing and fixing in position uPVC/SWR (Soil/Waste/Rain) pipe of 4 type-B 160 mm dia. in any position including all fittings and accessories, making joints / connections water tight with solvent cement, scaffolding if necessary and making good the damages if any (excluding excavation and refilling the trenches) etc. complete as specified and directed. (All fittings and accessories like clamps, etc. should be of same brand. No separate payment shall be made for fittings and accessories). Drainage pipe below deck level (2 pipes)	Rmt	50	1,134	56,700
53	R2-HE-4-4-f- Making connection on live CI/DI main of various sizes including cutting of pipes with pipe cutting machine, providing & fixing, DI pipe upto 1 M. length of distance peice on live main	Each	2	1,02,633	2,05,266
54	BR-FAIR-21-TRWD Providing & Supplying Warden/Security Guard for controlling the Traffic for 8 Hours Shift	Shift	500	653.65	3,26,825
Total Estimated cost in Rs. :				2,75,20,885.50	
Total Estimated cost in Cr.:				2.75	

SECTION 9
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. Hence the deserving contractor shall either download the same from MCGM portal or the same may be collected in the soft copy format at the time of purchasing the tender from this office.

SELECTION OF MATERIAL

1. All materials brought on the site of work and meant to be used in the same, shall be the best of their respective kinds and to the approval of the Engineer. The Engineer or his representative will accept that the materials are really the best of their kinds, when it is proved 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 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.

SPECIFICATIONS FOR STRUCTURAL STEEL WORK

1. General

This specification covers the supply, fabrication and erection/launching of structural steel work in general.

Fabrication and approval of steel structures shall be in compliance with:

1. The specifications and relevant standards and codes as listed under and related drawings.
2. All fabrication drawings and supplementary drawings to be supplied by the Contractor prior to execution of the work and duly approved by the Engineer.

In case of any conflict between the clauses mentioned hereunder and the Indian Standards, those expressed in the specification shall prevail.

2. Scope

The fabrication and erection/launching of the steel work consist of accomplishing all jobs herein enumerated including providing all labour, tools, tackle and plant, machinery, all materials and consumables such as welding electrodes, bolts and nuts, oxygen and acetylene gases, oils for cleaning etc of approved quality. The work shall be executed by an approved specialist agency experienced in the work and according to the drawings and specifications.

The contractor will be required to fabricate the structure to the extent possible (in transportable length and volume) in approved fabrication work shop.

3. Applicable Codes and Specifications

The following specifications, standards and codes of latest version at the time of execution shall be made a part of this specification. All standards, specifications, codes of practice referred to herein shall be of latest editions including all applicable official amendments and revisions. Only the codes relevant to present work out of the list mentioned below shall be applicable. Any additional pertinent code, if required shall be used with prior permission of Engineer in charge.

Indian Standard codes			
i)	IS : 2062	-	Steel for general structural purposes – specs (super cedes IS: 226)
ii)	IS : 1363	-	Black Hexagonal Bolts, Nuts and Lock Nuts (diameter 6 to 39mm) and black hexagonal screw (diameter 6 to 24mm) of product Grade C.
iii)	IS : 1364	-	Hexagonal head bolts, screws (M16 to M64).
iv)	IS : 3757 IS : 6623	-	Specs for high strength structural bolts nuts.
v)	IS : 2016 IS : 6639	- -	Specs for plain washers Hexagon bolts for steel structures
vi)	IS : 814	-	Specifications for covered Electrodes for Metal Arc Welding of carbon and carbon manganese steel – specs.
vii)	IS : 800	-	Code of Practice for General Construction in steel.
viii)	IS : 816	-	Code of Practice for use of Metal Arc Welding for General Construction in mild steel specs for filler rods for gas welding.
ix)	IS : 1278 IS : 6419	-	Welding rods and bars electrodes for gas shielded are welding of Structural steel.
x)	IS : 9595	-	Metal Arc Welding of Carbon and Carbon Manganese steel – recommendations.
xi)	IS : 4353	-	Recommendations for Submerged Arc welding of Mild Steel and Low Alloy Steel.
xii)	IS : 7280	-	Specs for base wire electrodes for submerged arc welding of structural steels.
xiii)	IS : 817	-	Code of practice for training and testing of metal arc welders.
xiv)	IS : 7318 Part – I	-	Approval test for welders when welding procedure approval in not required.
xv)	IS : 1182	-	Recommended Practice for Radiographic Examination of fusion Welded Butt Joints in steel Plates.
xvi)	IS : 2595	-	Code of practice for Radiographic testing.

xxvii)	IS : 4260	-	Recommended practice for ultra-sonic testing for butt welds in ferritic steels.
xxviii)	IS : 3658	-	Codes of Practice for Liquid penetrate Flaw Detection.
xix)	IS : 1477	-	Code of Practice for painting of Ferrous (Part 1 & 2) Metals in building.
xx)	IS : 2074	-	Ready Mix Paint, air drying, red oxide zinc chrome, priming specifications.
xxi)	IS : 1852	-	Specifications for Rolling and Cutting Tolerances for Hot rolled steel Products.
xxii)	IS : 806	-	Code of Practice for use of steel tubes in General Building Construction.
xxiii)	IS : 1161	-	Specifications for Steel Tubes for Structural purposes.
xxiv)	IS : 7215	-	Tolerances for fabrication of steel structures.
xxv)	IS : 822	-	Code of procedures for inspection of welding.
xxvi)	IS : 801	-	Code of practice for use of cold – formed light gauge steel structural member's in general building construction.
xxvii)	IS : 1599	-	Method for bend test.
xxviii)	IS : 1608	-	Mechanical testing of metals: Tensile Test.
xxix)	IS : 7205	-	Safety Code for erection of structural steel work.
xxx)	IS : 7307	-	Approval tests for welding procedures – fusion welding of steel.
IRC Codes			
xxxi)	IRC-6	-	Code of practice for Road bridges-section-II
xxxii)	IRC-112	-	Code of practice for Concrete Road bridges
xxxiii)	IRC-24	-	Code of practice for Road bridges-section-V
xxxiv)	IRC-78	-	Code of practice for Road bridges-section I-V

xxxv)	IRC-83	-	Code of practice for Bearings- Part-III
IRS Codes			
xxxvi)	IRS Steel Bridge Code	-	For construction of Steel bridges
xxxvii)	BS-110,	-	Guidelines on fabrication of steel girders for construction/field engineers
xxxviii)	BS-112	-	Guidelines for Planning of Road Over Bridges

3. **General Specifications**

1. The requirements set forth in Relevant IS codes for the design, fabrication and erection of structural steel shall govern this work, except as otherwise noted on the drawings or as otherwise specified.
2. In cases of conflict between clauses of this specification and those in the Indian Standards, this specification shall govern.
3. Substitutions of sections or modifications of details or both shall be made only when approved, in writing, by the Engineer in charge. The contractor shall be responsible for all errors of fabrication, and for the correct fittings of the structural members shown on the drawings.

4. **Materials**

All materials shall be new and shall conform to their respective specifications as specified. The use of equivalent or higher grade or alternative materials will be considered only in very special cases subject to the approval of the Engineer / competent authority.

1. **Steel**

Structural steel shall conform to IS:2062–grade–A (weldable quality) unless specified otherwise Carbon steel pipes shall confirm to IS: 1161 of grade YST – 24 or higher as per requirement of structural design.

2. **Black Bolts and Nuts**

Black bolts, nuts and screws shall be in accordance with IS: 1363, 1364, 1367, 3757, 6623, and 6639 – as applicable.

3. **Washers**

Washers shall confirm to IS: 2016 or any other relevant IS codes.

4. **Welding electrodes**

Covered electrodes for metal arc welding shall confirm to IS: 814, IS: 7280 for bare electrodes for submerged arc welding or IS: 1278 for filler rods and wires for gas welding or any other relevant codes.

1. **Receipt and Storing of Materials**

Storage of Materials:

Approved material conforming to IS and Specification shall be procured by the Contractor as per schedule. Storing yards shall have hard grounds and should be well drained. Steel shall be

stored on raised platform in these yards. Yards shall be maintained clean so as to avoid any contamination due to dust, mud, oil, grease etc. Scrap and full-length steel shall be stacked separately. Further each type / categories of steel shall be stacked appropriately.

All sections shall be checked on receipt to ensure that they are free from surface defects as pitting, twists, cracks and laminations. They shall be arranged by grade and quality and by lot. Every section shall be marked to aid identification and the manufacturer's certificate for every lot giving details of chemical analysis and mechanical characteristics shall be kept in record.

Welding wires and electrodes shall be segregated by quality and lots and stored inside a dry, enclosed room as per recommendations of IS: 9595. All care shall be taken to keep the electrodes in perfectly dry condition to ensure weld metal soundness and satisfactory operations manufacturer's certificates for electrodes shall also be made available.

Bolts, nuts and washers shall be sorted out by grade, type and diameter and the manufacturer's quality/ test certificate shall be maintained for record purpose.

2. Quality Certificate of Materials

The contractor shall produce manufacturer's test certificate of the material. Not with standing, the manufacturer's test certificate the EIC may ask for testing of material in approved test labs. The test result shall satisfy the requirement of relevant Indian Standards.

Whenever quality certificate are missing or incomplete or when material quality differs from standard specifications, the Contractor shall conduct all appropriate tests as directed by the Engineer at his own cost.

3. Shop / Fabrication Drawings

The Contractor shall prepare all fabrication drawings on the basis of the design and submit four copies to the Engineer – in – Charge, well in advance to commencement of work, for approval and Comments of Client / Employer and design consultant, if any on the same. The Contractor shall fabricate all the structural steel work strictly conforming to the specifications and approved fabrication drawings.

Fabrication drawings shall include the following:

1. Member sizes and details
2. Types and dimensions of welds and bolts.
3. Shapes and sizes of edge preparation for welding
4. Details of shop and field joints included in the assemblies
5. Bill of Materials.
6. Quality of structural steel, welding electrodes, bolts, nuts and washers, etc. to be used.

7. Erection assemblies, identifying all transportable parts and sub – assemblies, associated with special instructions, if required showing part marks and erection marks.
8. Calculations where asked for approval.
9. Method of erection and Special precautions to be taken during erection.

Issue of fabrication and erection drawings by consultants or review of drawings by Client / Employer / Consultant shall in no way relieve the contractor of his responsibilities for correctness in the execution of the work and the contractor shall be required to modify / rectify the structure at any stage of the work to rectify any mistake/omission in the fabrication drawing and the fabrication based on this drawing or that the work does not conform to good engineering practices such modifications / rectification shall be made at no extra cost.

The contractor is required to update the fabrication drawings to include revisions made in design drawings during the course of work at no extra cost. The contractor shall also supply two prints of as built drawings, along with their soft copies and transparencies at no extra cost.

4. Workmanship

The workmanship shall be equal to the Standard practice followed in modern structural shop. All works shall be adequately supervised and care shall be taken to ensure that the structural members remain in proper position. All similar parts shall be manufactured accurately so that the same could be interchanged with other parts having same identification marks. Accuracy shall be maintained during fabrication to ensure that all parts fit together properly during erection.

1. Fabrication

1. All fabrication shall be preferably done in full – fledged workshop. However, contractor may be allowed to fabricate the structural element at his workshop nearby and transport the same to the site. This is to be done with prior approval of Engineer in Charge.
2. All fabrication shall be done as per specifications, IS:800, IS:9595 and drawings approved as “Good for Construction”.
3. Fabrication shall also be understood to include building up an element either by welding plates to a rolled section, a combination of rolled sections with plates or a section built up entirely with plates, tubes / pipes / hollow sections.
4. The contractor shall prior to starting any fabrication ensures that the fabrication yard is levelled on firm enough to take weight of structures and equipment.

5. Any defective fabrication or material pointed out at any stage shall be replaced by the contractor free of cost.

6. All the fabricated and delivered items shall be suitably packed and protected from any damage during transportation and handling. Any damage caused at any time shall be made good by the Contractor at his own cost.

7. In general, tolerance for fabrication shall be as per IS:7215.

1. Preparation of Materials / Fabrication procedures

1. Straightening

All materials shall be clean, reasonably straight and free from twists. If straightening or flattening is necessary, it shall be done in a manner that will not damage the material. The specified camber wherever necessary shall be provided.

2. Marking

Marking of members shall be made on horizontal pads or on appropriate racks or supports in order to ensure horizontal and straight placement of such members.

3. Clearance

The erection clearance for members having end cleats or plates shall not be more than 2 mm at each end, whereas for other types of end connections it shall not be more than 3 mm at each end. If for any reason a greater end clearance is required, suitable seating shall be provided.

4. Templates

Templates used shall be of steel. In case where actual parts have been used as templates for drilling similar pieces, the Engineer – in – Charge shall decide whether they are fit to be used.

5. Cutting

Machine cutting, flame cutting and planning:

Machine cutting or flame cutting may be allowed to use provided, a mechanically controlled cutting torch is used for the flame-cutting and the resulting edge is reasonably clean and straight. Cut members shall be free from distortion at cut edges. When gas cutting is adopted, the flame cut edges shall be machined to a depth of 3 to 5 mm depending on the thickness of the member.

Chipping of angles, flanges and edges of plates wherever necessary, shall be done without damaging the parent material. Chipped edges shall be grinded to an eat finish and sharp corners and hammered rough faces shall be rounded off.

Edge preparation for welding may be done by machine-controlled flame cutting with edges free of burns, clean and straight.

The butting surfaces at all joints shall be planned so as to butt in close contact throughout the

finished joint.

All flame – cut edges shall be planned, unless they are clean, square and true to shape.

6. Drilling /Holing

Holes for bolts shall be drilled. All holes, except as stated hereunder, shall be drilled to the required size or sub-punched 3mm less in diameter and reamed thereafter to the required size. Thickness of the materials for sub-punching shall not be greater than 16 mm. All matching holes for bolts shall register with each other so that a gauge of 0.8 mm less in diameter than the diameter of the hole can pass freely through the members assembled for bolting in the direction at right angle to such members. All holes for turned and fitted bolts shall be drilled undersize by one mm and after assembly, reamed to a tolerance of +0.13mm / - 0.00mm unless otherwise specified.

No holes shall be made by gas cutting process.

7. Bending

Cold bending of plates, flats, tubes / pipes and sections shall be carried out on bending rolls or in presses. The methodology for bending along with mock up shall be got approved from Engineer – in – Charge. In exceptional cases hot bending may be allowed by EIC for higher diameter pipes provided cold bending is not possible.

Appropriate bending method shall be adopted, so as to avoid wrinkles on surface or distortion of pipe section etc. If required suitable filler materials shall be used for equitable stress distribution during bending.

Accuracy of bending operations shall be checked by means of templates and the clearance between member and template shall be decided by EIC based on the mock-up and good Engineering practice. Bend member shall not have cracks wrinkles or deep indentations from bending equipment.

8. Assembly

All parts of bolted and welded members shall be held firmly in position by means of jigs or clamps while bolting or welding. No drifting of holes shall be permitted except to draw the parts together and no drift shall be larger than the nominal diameter of bolt. Drifting carried out during assembly shall not distort the metal or enlarge the holes.

Trial assemblies shall be carried out at the fabrication stage to ensure accuracy of workmanship.

These checks shall be witnessed by the Engineer – in – Charge.

9. Bolting

Bolts shall be grade Class 10.9 (Class Ten point nine). All turned and fitted bolts shall be parallel throughout the barrel within the tolerance of 0.125mm unless otherwise specified and faces of

heads and nuts bearing on steel work shall be machined.

All such bolts shall be provided with washers not less than 3mm thick, so that when the nut is tightened, it shall not bear the unthreaded body of the bolt and the threaded portion of the bolt should not be within the thickness of the parts bolted together. The threaded portion of each bolt shall project through the nut by at least one thread. Square tapered washers shall be provided for all heads and nuts bearing on leveled surface. Flat washers shall be circular in shape nuts and washers etc. shall be thoroughly cleaned and dipped in lin seed oil.

10. Preparation of Member for Bolting

The member shall be assembled for bolting with proper jigs and fixtures to sustain the assemblies without deformation and bending. Before assembly all sharp edges, rust, dirt etc. shall be removed. Before assembly the surfaces in contact of the member shall be cleaned.

11. Welding

1. General

Welding of steel shall be in accordance with IS: 800, IS : 816, IS : 817, IS : 4353, IS : 1223 and IS : 9595 as applicable. Welds shall be made by qualified welders. A Welder shall produce satisfactory evidence of his ability to do a given type of work and shall prove his ability to product a connection of the strength required. Evidence of welder's qualification tests shall be produced if required by the Engineer – in – Charge. Engineer – in – Charge may reject any welder found not suitable during actual work. In general, the welders qualification shall be carried out as per ASME

– Section IX / IS: 817.

Welding wire and electrodes shall be stored separately by quantities and lots inside a dry and enclosed room and as per instruction given by the Engineer in Charge. Material shall be perfectly dry and drawn from an electrode oven, if required.

Both the structural members and the welding operators shall be adequately protected from rain, strong windsors now during welding. The Contractor shall provide necessary supervision to ensure that all welding carried out in conformity with the specification and relevant IS codes. The contractor shall make all necessary infrastructures available such as requisite number of welding sets, cutting and grinding equipment, test equipment and all consumables as required.

2. Preparation of Members for Welding

Edge preparation of fusion faces for welding shall be carried out as per details given in IS:9595 or as shown in drawings. All tolerances for such weld shall be as per IS :9595.

Surfaces to be welded shall be cleared to ensure that they are free from loose scales, slag, rust,

grease, paint and other foreign matter, and shall be maintained.

Preheating of members shall be necessary when the base metal temperature (based on ambient temperature) is less than the temperature required for that welding procedure. Preheating shall generally be carried out for members having thickness more than 20mm. The preheating shall be done in such a manner that the part on which weld metal is to be deposited is above the specified temperature shall be measured on the face opposite to the face being heated. In case access is limited to only the face being heated, the Source of heat shall be removed and sufficient time allowed elapsing for heat equalization prior to measurement. (1 minute per 25mm of Plate thickness).

Column splices and butt joints of compression members shall be accurately ground and close butted over the entire section to ensure full contact for load transmission. The tolerance for such work shall be maximum 0.2 mm. In the case of column bases and caps the ends of the section along with connected gussets, stiffeners, angles, channels etc. shall be ground so as to ensure a minimum contact area of 90%. The fining of angles and channels should be sufficiently accurate to limit the reduction in thickness on account of grinding to 2mm. The ends of bearings stiffeners shall be ground so as to fit tightly at top and bottom. Slab bases and cap plates shall be accurately ground over bearing surfaces to ensure minimum 90% contact area with columns.

3. Welding electrodes

Covered electrodes for metal arc shall conform to IS : 814, IS : 7280 for bare electrodes for submerged arc welding or IS : 1278 for filler rods and wires for gas welding or any other relevant codes.

4. Welding Plant

Welding plant shall be capable of maintaining the voltage and current specified by the manufacturer of the electrodes. The contractor shall supply instruments for verifying the voltage and current as and when required by the Engineer.

When an automatic process of welding is adopted, the deposited metal must have mechanical properties equal to those obtained by the use electrodes complying with IS : 814 or any other relevant code.

5. Manual Welding

Manual welding shall be carried out by qualified welders equipped with plant suitable for the purpose. All welders shall be qualified in accordance with IS : 817 / ASME Section IX and details of such qualification shall be submitted to the Engineer.

6. Welding Processes

Any one or more of the following welding processes may be used.

1. Manual Metal Arc Welding process.
2. Submerged Arc Welding process.
3. Gas Metal Arc Welding process.

The contractor shall submit the welding procedure and the consumables proposed to be used to the Engineer-in-Charge for approval. Combination of processes or electrodes may be permitted only with the specific approval of the Engineer – in –Charge.

1. Approval and Testing of Welding Procedures

Before welding of any of the permanent works is carried out, the contractor shall furnish details of welding procedure for each welding operation.

Welding trials shall be carried out and completed on representative samples of the materials before the start of fabrication, as directed by the Engineer.

Welding trials are intended to establish welding procedure prior to the commencement of fabrication and for this purpose assemblies shall be made from plate or section cuttings large enough to simulate the joints elected for trial. The trial shall be representative of actual fabrication conditions including:

1. Preparation and fit-up.
2. Preheat.
3. Welding position
4. Restraint (so far as is practicable)

Welding trials on material 20 mm thick will be taken to include all materials under 20 mm thick and trials on materials 50mm thick. The trials shall include specimen weld details from the actual construction which shall be welded in a manners imulating the most unfavorable instances off it-up and preparation which it is expected will occur in the particular fabrication.

After welding, the specimen shall be allowed to cool naturally to ambient temperature. It shall be left for 72 hours and thereafter, it shall be sectioned and examined for cracking.

Testing shall be carried out in accordance with IS : 7307 (Part – I) as directed by the Engineer.

Approval of any welding procedure shall not relieve the contractor of his responsibility for correct welding procedure to be followed and for minimizing the distortion in the finished structure.

1. Sequence of Welding

1. The direction of welding shall be horn points relatively fixed with respect to each other towards points having more flexibility.
2. Welding shall be carded out continuously to completion with the required number of runs.

3. For compound section splices, each component part shall be spliced prior to welding with other component parts.
4. Welds shall progress in a sequence that will balance the applied heat so as to reduce distortion.
5. Joints having more shrinkage shall be welded prior to joints having less shrinkage.
6. The sequence causing minimum distortion or shrinkage shall be chosen.

1. Welding Technique

The fusion faces shall be properly aligned and the gap set to the distance specified. The root pass of butt joint shall be done such that full penetration is achieved as also complete fusion of root edges.

On completing each run the weld and the parent metal shall be cleared by wire brushing and light chipping to remove all slag and splatters. Visible defects, if any such as cracks, cavities etc. shall be removed to sound metal prior to depositing subsequent run of weld.

All full penetration butt weld shall be completed by gouging / chipping the back of the joint and depositing a seal run of weld metal. Alternatively, a backing strip shall be provided.

All care shall be taken to prevent any kind of movement, shock or vibration of components during welding to prevent weld cracks.

Low hydrogen electrodes shall be used for all welding of girders with thickness of plates equal to or more than 20mm.

2. Workmanship of welding

The general welding programme for shop and site welds, including particulars of the preparation of fusion faces, pre-heating where required and method of making welds shall be submitted in writing to the Engineer for approval before the work is put in hand. No departure from the welding programme shall be made without the prior approval of the Engineer.

In the fabrication of built up assemblies all butt welds in each component part shall be completed before the final assembly. Wherever practicable, clamps, magnets, holding devices or other setting-up fixtures shall be used in assembling parts of the structures so as to avoid tack welding as far as possible.

In fit-up where clamps cannot be used, spacer strips shall be used to ensure the correct root gap. Where tack welds are used, they shall be of the same quality and size as the first run of main weld. All tack welds shall be cleaned and ground to sound material prior to welding of the root pass. The main weld shall fuse completely with the end of the tack weld to form a regular profile. Where preheat is required for the main welds, the tack welds shall be made under the same heat conditions. The indiscriminate use of tack welds during assembly shall be avoided.

All welds shall be visually inspected. Cracked or badly formed welds shall be cut out to the approval of the Engineer before re-welding them.

As far as practicable, all welding shall be carried out in the down hand position.

Where structural steel work is painted before fabrication or erection, the metal surface within 75mm of any weld shall be coated with primer only.

3. Weld Inspection

All facilities for stage inspection during welding and on completion shall be provided by contractor. All testing shall be as per IS: 822 and the extent of inspection and testing shall be in conformity with the relevant or as directed by Engineer in Charge. The contractor shall extend all facility required to inspect all stages of fabrication and erection including welding procedure qualification. No painting of welds shall be undertaken prior to inspection and approval. All the tests required to be carried out shall be paid for by the contractor.

One or more of the following methods will be applied for the inspection and testing of welds.

The various types of tests shall be:

1. Visual Inspection

100% welds shall be visually inspected to ascertain absence of the following defects. Suitable magnifying glass may be used for inspection.

1. Surface cracks in weld or parent metal, or undercut, burning, overheating of parent metal. ii. Blow holes, exposed porosity in the weld or infused welds.

1. Defects in the profile such as excessive convexity or concavity, unequal leg lengths, incompletely filled grooves excessive penetration beds, root grooves etc.

2. Distortion due to welding and misalignment.

3. Mechanical Tests

Tensile load test, bend test, impact test etc. shall be carried out as per the standards.

4. Other tests.

1. Ultrasonic test for detection of for detection of internal flows in welds shall be carried out as per IS-4260.

2. Liquid Penetrant Test (LPI) shall be carried out for inspection of surface defects in the welds per IS 3658.

1. Repairs of Welds

Welds not meeting the requirements of the specification and IS codes shall be removed and replaced. Repairs to defective welds shall be carried out only after the repair procedure submitted is approved by the Engineer – in – charge.

2. Splicing

In compound sections, splicing of components shall be staggered with respect to each other by a minimum of 500mm. When two parts of a component are not butt welded to each other, the opposing ends at a joint shall be ground flush for bearing and suitable flange and web splice plates shall be designed to cater for the full strength of the flange / web of the sections.

In case full strength butt weld is used to connect opposing ends at a joint, additional flange and web splice plates shall be provided capable of carrying 20% strength of the flange and web.

5. Shop Erection

The steel work shall be temporarily erected in the shop to determine the accuracy of the fit. The extent of erection shall be either complete or as directed by Engineer in charge.

6. General Inspections and Testing of Structures

Materials and workmanship at all times shall be subject to inspection by the Client / Employer. All inspection as far as possible shall be made at the place of fabrication and the contractor shall co-operate with the Client / Employer Inspector and permit access for inspection to all places where work is being done. The contractor shall supply all necessary gauges and templates necessary for inspection. However, such inspection shall not relieve the contractor of his responsibility to furnish satisfactory work.

Materials of workmanship, not conforming to provisions of the specifications may be rejected at any time when defects are found during the progress of work.

The contractor shall obtain approval from the Engineer-in-charge of all fabricated items prior to commencement of their erection. However, any such approval shall not absolve the contractor from his responsibility of correctness and workmanship of the entire work.

7. Packaging and Transportation

Loading and transportation shall be done in accordance with transport rules prevailing at that location. Items shall be packed to protect them from damage/distortion. Small parts shall be wired to their main members. Loose item such as bolts, nuts and washers shall be packed in crates/bags.

8. Erections/Launching

1. General

Erection of structural steel work shall be carried out in accordance with the relevant IS code in conformity with the drawings and specifications in an expeditious manner.

The suitability and capacity of all plant, machinery, equipment etc. used for erection shall be to the satisfaction of the Engineer.

2. Scope of erection work

The contractor shall provide all construction material and equipment, transport facilities, tools,

tackles, consumables, labour, supervision for erection, including carrying out the following:
Receiving, unloading, checking and moving into the storage facility at site, as outlined under General Conditions of contract inclusive of attending to all insurance matters in respect of materials arriving at site.

Transporting from site, storage, handling, rigging, assembling, riveting, bolting, welding, and installation of all fabricated materials in proper location according to drawings or as directed by the Engineer.

Checking center lines, levels of all foundations blocks including checking line and level, position and plumb of all bolts and pockets. Any defects observed in the foundation shall be brought to the notice of the Engineer. The contractor shall satisfy himself regarding the correctness of the foundations before installing the fabricated structures on the foundation blocks. Aligning, levelling, riveting, bolting, welding, fixing in position of fabricated materials shall be done in accordance with drawings or as directed by the Engineer.

Supply of all required consumables, construction and erection materials, including but not limited to gauges, welding/brazing, rods, electrodes and wires, oxygen, acetylene, fuel, bolts, nuts, rivets, shims and temporary supports etc. as required for the incidental works and for the completion of erection.

Erection/Launching shall also include the following work:

9. All minor modification such as:
10. Removal of bends, kinks, twists etc. of parts damaged during transport and handling. XIII. Cutting, chipping, filling, grinding etc. for preparation and finishing of site connections.
1. Reaming for use of the next higher size of rivet or bolt for holes which do not register or which are found to be damaged.
2. Welding of connections in place of riveting or bolting for which holes are either not drilled or wrongly drilled during fabrication.
3. The following shall be considered as a legitimate part of erection work:
4. Re-fabrication work in respect of parts damaged beyond repair during transport and handling or in respect of those that are incorrectly fabricated.
5. Fabrication of parts omitted during fabrication due to an error, or subsequently found to be essential.
6. Plug-welding and re-drilling of holes which do not register and which cannot be reamed for the use of next size of rivet or bolt.

7. Drilling of holes which are either not drilled at all or are drilled in incorrect positions during fabrication.

1. Erection/Launching scheme and Drawings

The approved erection drawings and any approved arrangement drawings, specifications or instructions accompanying them shall be followed while erecting the structural steelwork. Erection drawings for structural steel work shall be prepared by the contractor and shall consist of line diagrams showing every member in position with the respective erection mark.

Erection marks shall appear on the structural steel members as detailed and all steelwork shall be erected with the marks in the same relative position as shown on the plan or elevation.

Any discrepancy between and specifications shall be brought to the attention of the Engineer in Charge for obtaining his decision.

2. Storing and Handling of Material

The fabricated materials shall be carefully unloaded at site, examined for defects, checked, sorted out and stacked properly above the ground level, to be kept clean and properly drained.

The handling and storing of the component parts of a structure shall involve the use of method and alliances not likely to produce injury by twisting, bending or otherwise deforming the metal. No members lightly bent or twisted shall be put in place until the defects are corrected.

All small bends or twists detected in members shall be rectified before such members are put in place. Any serious bends or defects shall be reported at once to the Engineer. The straightening of bent edges of plates, angles and other shapes shall be done by methods not likely to produce fracture or other injury. Following the completion of the straightening of a bend or buckle, the surface of the metal shall be carefully inspected by the contractor for evidence of incipient or any other type of fractures. The contractor shall report to the Engineer about the presence of such evidence and act according to his instructions.

3. Setting Out

The contractor shall be responsible for checking the alignment and levels of foundations, correctness of foundation-bolt centres, their projected height above the foundation tops, the length of threading provided and the provision and fitment of nuts for the foundation bolts. These shall be checked well in advance of starting the erection work and the contractor shall be responsible for any consequences for non-compliance thereof. Discrepancies, if any, shall immediately be brought to the notice of the Engineer for his advice.

One set of reference axes and one Benchmark level will be furnished to the contractor. These shall be used by him for the setting out operation.

The contractor shall assume full responsibility for the correct setting out of all steelwork and erecting it correctly as per the alignment and levels shown on the drawings and for the verticality of members. Notwithstanding any assistance rendered to the contractor by the Engineer, if at any time during the progress of the work any error should appear or arise therein, the contractor shall remove and amend the work to the satisfaction of the Engineer, at his own cost.

4. Assembly and Erection

Before the commencement of structural steel work, the contractor shall submit a schedule of operations, detailing the erection procedures to be followed. The schedule shall include provisions for any temporary bracing that may be considered necessary during the erection.

During the erection of a structure, the steel work shall be securely bolted or otherwise fastened and if necessary temporarily braced, so as to make adequate provision for all erection stresses and conditions, including those due to erection equipment and its operation. Such temporary bracing shall be maintained in position until the erection work is sufficiently advanced and it is ascertained that the bracing provided is no longer required.

Connections for temporary bracing and additional holes, members or cleats used to facilitate handling or erection, shall be provided in a manner which does not weaken the steelwork already erected.

The alignment of each portion of the structure shall be carried out progressively, soon after that portion is erected. Permanent connections shall not be made until proper alignment has been obtained and a sufficiently large portion of the structure has been erected and temporarily connected so as to ensure that the members thus connected shall not be overstressed or displaced during the progressive alignment of the remainder of the structure.

5. Tolerances

Erection tolerances shall be provided strictly in accordance with the requirements of IS: 7215.

6. Field Connections

7. Field Bolting

This shall be carried out with the same care as shop bolting.

8. Field Welding

Field Welding after field assembly shall follow the same requirements as laid down for shop assembly and stop welding.

9. Grouting

Prior to erecting the steelwork over concrete pedestals, columns or brackets, the top of concrete shall be cleared with wire brushes, chipping and compressed air to remove all laitance and loose material and made thoroughly wet. The structural member shall then be erected aligned and plumbed with the base plates as shoe plates maintained as specified levels using shims/pack plates or wedges.

After the structure is erected, formwork shall be done all around and the joints sealed to be water tight.

The Grout under the base plates, including in pockets and sleeves shall be ordinary grout or non-shrink grout as specified in drawings. Non-shrink grout shall be of premix type and shall be prepared as per manufacturer's instruction; Non shrink grout shall be of quality and type approved by Engineer – in – charge.

The grout shall be poured in by grout a pump continuously from one side till the intervening space is filled completely and the grout is carried to the far side of base plate. The grout shall be spread with flexible steel strips and rammed with rods to ensure the gap is filled completed.

After the grout has sufficiently hardened the shims / pack / wedges which are accessible may be removed and anchor bolts tightened. The alignment of the structure shall be rechecked and the voids left by removal of the shims / pack plates / wedges shall be filled with a similar mix of grout. In case the structure is not properly aligned the grout shall be removed the structure re-aligned and grouting operation repeated.

CONCRETE – REQUIREMENTS FOR DESIGN MIXES

1. Suitability of Proposed Design Mix Proportions

1. The Contractor shall submit for the Engineer's approval, prior to the supply of any design mix, the following information for each grade and type of concrete in the Contract in following manner.

EITHER

In cases where the Contractor proposes to use a continuing concrete source of an approved ready-mixed concrete source, evidence of satisfactory previous performances for target mean strength, workability and water/cement ratio in accordance with Clause 1704.2 of MORT&H Specifications.

OR

Full details of design and trial mixes as per Clause 1704.3 of MORT&H Specifications.

2. Design Mixes from a Continuing Source

When mixes have been proposed from a continuing source for which the necessary test results are available and for a batching installation which has been operated for a sufficient period (not less than 2 months) then the required cube strength results to be adopted shall meet the requirements given in Clause 1706.9

1. The mean strength calculated from 'n' cube results from separate batches of concrete shall exceed the specified characteristic strength by a margin equal to

$$1.64 \times SD (0.86 + 2/n)$$

Where: -

'SD' is the standard deviation from 'n' results but not less than 3N/mm²

'n' is the number of results not less than 10 and not greater than 100

When 'n' exceeds 100 the margin shall be calculated as 1.64 x SD.

2. Previous production data for use in the above criteria shall be 28 day cube test results from separate batches of concrete, sampled at random over an immediately prior period not exceeding one year, using those materials and plant which are proposed for the work.

3.0 Design Mixes from a New Source

For mixes proposed from a source which cannot satisfy the requirements of Clause 1704.2 above, the following procedure shall apply –

1. The Contractor shall supply the Engineer with the design details of the proposed mix, including any proposed admixtures. The design of the mix shall be by a recognized, documented design method.

2. A potential mix design shall first be subjected to preliminary testing on one batch. The mix proportions shall be adjusted to achieve the maximum density from available materials. If this preliminary batch achieves cube strengths which exceed the characteristic strength by an acceptable margin (an assessment based on 7 day strengths may be accepted) at the specified free water cement ratio and produces concrete of the required workability and even consistency, the mix may be prepared for trial mix analysis. If the batch fails the Contractor shall experiment with the mix proportions and submit another design.

3. That batches shall be prepared under strictly mentioned conditions in the presence of the Engineer Materials shall be typical of the prospect supply and special care must be taken in record aggregate moisture contents and to achieve the required free water content. These separate trial batches shall be made using the proposed design mix. The batches shall be determined and six cubes made from each batch, three cubes for testing at 28 days and a further time cubes for testing at 7 days as a quality control guide.

4. These requirements to perform trial mixes may be relaxed by the Engineer upon production of satisfactory evidence of trial mixes previously approved with the same materials used in the same proportions.

1. **Acceptance**

The proposed mix design will be accepted provided:

1. The plastic properties are compatible with the requirements of the Contract having due regard to bleed capacity and minimum workability necessary to allow placing and compaction as specified with the requirement proposed in any situation. If bleeding occurs in a mix, it shall be assessed in accordance with ASTM C232 and where necessary the mix design or sad grading shall be adjusted to prevent recurrence.

2. The specified free water cement ratio (Table 17/4) is not exceeded.

3. The requirements of Clauses 1702.3, 1703.4, 1703.5, 1703.6, 1703.7 and 1703.8 are satisfied, in addition to :

The requirements of clause 1704.2 or For trial mixes the mean strength of the nine cubes tested at 28 days exceeds the specified characteristic strength by not less than 10 N/mm². The range of individual cube strength shall not be more than 15% of the mean strength.

4. All constituent materials conform to the present specification. Any change in the mix proportions (except changes in cement content of not more than 20 kg/m³), alterations in source grading type or size of material shall be subject to the Engineer's prior approval.

Method Statements

Method statements shall be approved before any concrete is placed and any alteration in the source or quality or proportioning of any of the materials in the mix will necessitate a new method statement which must be submitted to the Engineer for his approval

SECTION 10
FRAUD AND CORRUPT PRACTICES

FRAUD AND CORRUPT PRACTICES

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.
- 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.

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

E. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

F. If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

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

For the purposes of this Sub-Clause:

i. “Corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

ii. “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financier staff and employees of other organizations taking or reviewing procurement decisions.

iii. “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

iv. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

v. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

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

vii. Acts intended to materially impede the exercise of the Financer's inspection and audit rights provided.

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

ix. "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

x. a "party" refers to a participant in the procurement process or contract execution.

SECTION 11
PRE-BID MEETING

PREBID MEETING

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

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

SECTION 12
LIST OF APPROVED BANKS

LIST OF APPROVED BANKS

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

2. The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said Bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be enforced against the said branch of the Bank in case of default by the contractor/supplier furnishing the Bankers Guarantee. IDBI Bank BG not acceptable as per circular CA/FBK/303 dated 17.03.2018.

List of approved Banks:-(Please refer CA-FBK-241 dated 27.11.19)

S.B.I and its subsidiary Banks

1 State Bank of India.

B Nationalized Banks

1 Allahabad Bank.

2 Andhra Bank.

3 Bank Of Baroda.

4 Bank Of India.

5 Bank Of Maharashtra.

6 Central Bank of India.

7 Dena Bank.

8 Indian Bank.

9 Indian Overseas Bank.

10 Oriental Bank of Commerce.

11 Punjab National Bank.

12 Punjab & Sindh Bank.

13 Syndicate Bank.

14 Union Bank of India.

15 United Bank of India.

16 UCO Bank.

17 Vijaya Bank.

18 Corporation Bank.

C Scheduled Commercial Banks

1 Bank Of Madura Ltd.

2 Bank Of Rajasthan Ltd.

- 3 Banaras State Bank Ltd.
- 4 Bharat Overseas Bank Ltd
- 5 Catholic Syrian Bank Ltd.
- 6 City Union Bank Ltd.
- 7 Development Credit Bank.
- 8 Dhanalakshmi Bank Ltd.
- 9 Federal Bank Ltd.
- 10 Indsind Bank Ltd.
- 11 I.C.I.C.I Banking Corporation Ltd.
- 12 Global Trust Bank Ltd.
- 13 Jammu & Kashmir Bank Ltd.
- 14 Karnataka Bank Ltd.
- 15 KarurVysya Bank Ltd.
- 16 Laxmi Vilas Bank Ltd.
- 17 Nedugundi Bank Ltd.
- 18 Ratnakar Bank Ltd.
- 19 Sangli Bank Ltd.
- 20 South Indian Bank Ltd.
- 21 S.B.I Corporation &Int Bank Ltd.
- 22 Tamilnadu Mercantile Bank Ltd.
- 23 United Western Bank Ltd.
- 24 Vysya Bank Ltd.

D Schedule Urban Co-op Banks

- 1 Abhyudaya Co-op Bank Ltd.
- 2 Bassein Catholic Co-op Bank Ltd.
- 3 Bharat Co-op Bank Ltd.
- 4 Bombay Mercantile Co-op Bank Ltd.
- 5 Cosmos Co-op Bank Ltd.
- 6 Greater Mumbai Co-op Bank Ltd.
- 7 Janata Sahakari Bank Ltd.
- 8 Mumbai District Central Co-op Bank Ltd.
- 9 Maharashtra State Co-op Bank Ltd.
- 10 New India Co-op Bank Ltd.
- 11 North Canara G.S.B. Co-op Bank Ltd.
- 12 Rupee Co-op Bank Ltd.
- 13 Sangli Urban Co-op Bank Ltd.
- 14 Saraswat Co-op Bank Ltd.
- 15 ShamraoVithal Co-op Bank Ltd.

- 16 Mahanagar Co-op Bank Ltd
- 17 Citizen Bank Ltd.
- 18 Yes Bank Ltd.
- E Foreign Banks**
- 1 ABM AMRO (N.Y.) Bank.
- 2 American Express Bank Ltd.
- 3 ANZ Grindlays Bank Ltd.
- 4 Bank Of America N.T. & S.A.
- 5 Bank Of Tokyo Ltd.
- 6 Bankindosuez.
- 7 Banque Nationale de Paris.
- 8 Barclays bank.
- 9 City Bank N.A.
- 10 Hongkong& Shanghai banking Corporation.
- 11 Mitsui Taiyokbe Bank Ltd.
- 12 Standard Chartered Bank.
- 13 Cho Hung Bank

बुधनुरी महानगरपालिका

प्रतिपत्रक

२०१७-१८

क्र. १९/सकसौके-३-३, दि. १४.०३.२०१८

विषय - बैंकले भुक्तान गर्ने कृषीकर्मी (बीकल भार्ड) लोनको प्रत्यावर्तन

संदर्भ - बीए/ए बीके/२५, दि. ३०.१२.२०१५

कारणकार / बुधनुरी महानगरपालिकाका कार्यालयको लोनको बीकल भार्ड (बीकल भार्ड) लोनको प्रत्यावर्तनको लागि बुधनुरी महानगरपालिकाको कार्यालयमा आएका आदि। लोनको प्रत्यावर्तनको लागि बुधनुरी महानगरपालिकाको कार्यालयमा आएका आदि। लोनको प्रत्यावर्तनको लागि बुधनुरी महानगरपालिकाको कार्यालयमा आएका आदि।

तरी, सबै कर्मीहरूलाई बुधनुरी महानगरपालिकाको कार्यालयमा आदि। लोनको प्रत्यावर्तनको लागि बुधनुरी महानगरपालिकाको कार्यालयमा आएका आदि।

सदर/१७.०३.२०१८
(बी.क.स.का.का.का.का.)
बुधनुरी महानगरपालिका (स.प.स.स.)

सदर/१७.०३.२०१८
(बी.क.स.का.का.का.)
बुधनुरी महानगरपालिका (स.प.स.स.)

सदर/१७.०३.२०१८
(बी.क.स.का.का.का.)
बुधनुरी महानगरपालिका (स.प.स.स.)

प्रतिपत्रक
२०१७-१८

क्र. १९/सकसौके-३-३, दि. १४.०३.२०१८

_____को रूपमा (_____) अधिकारीको रूपमा कार्यरत रहेका छन्।


बुधनुरी महानगरपालिका (स.प.स.स.)
सहायक प्रमुख

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१४-१५

क्रमांक - सीए/एनबीके/२५, दिनांक १०/१०/२०१४

विषय - बँकेने दिलेले इमांज (बँकर्स गॅन्टी) खीकारणाबाबत.

संदर्भ - सीए/एनबीके/३१, दिनांक ०७/१२/२०१२

कारणाने / गुणवत्ता पायलाकडून सादर कारणात गंधारी बँक इमांजो (बँकर्स गॅन्टी) खीकारणाबाबत उगरील सारभोषण परिपत्रकाबाबते सादरहीनगर मुख्यालय परिपत्रकित करणयात आल्या आहेत. सदर परिपत्रकातील परिपत्रके क्रमांक २ मध्ये उगुत कारणात आलेल्या बँकांमया उगवली गंधारी सहकारी बँकांत (Urban Co- Operative Banks) उगरील कारणात सधरा बँकेनेल पुढीलप्रमाणे पुढरित कारणात येत आहे.

बँकर्स गॅन्टी आंम इंडिया खनी लबाया <http://india.coa.gov.in/india/publications/pdf/34656.pdf> हा अधिकृत वेबसाईटा विसरल बँक ऑफ इंडिया अधिनियम १९३४ अन्वयेने अनुसूची-दोन मधिलेखरील उगलया बँकेनेली अडे सधरा अनुसूची-दोन मध्ये (१) स्टेट बँक ऑफ इंडिया अलि गिख्या सलया बँक, (२) राष्ट्रीयीकृत बँक, (३) इतर सार्वजनीक उगवलील बँका, (४) उगवलील उगवलील बँका, (५) विदेशी बँका आलि (६) गंधारी सहकारी बँका. हा उगवलील लभूत करणया आलेल्या बृहन्मुंबई महानगरपालिका लभेण लभूतकील गिधरा व उगलयात पालनया उगवलील. सधरे बँकांमया उगवली बँक इमांजो खीकारणाबाबतमया उगवलीलमधिलेण मधुकराबाबत अडेण.

साणे, सधरे उगवलीलमुख महापत्रक महापत्रिका अनुसूक्त आलि बंधीला खनी खीत. मुख्यालयने कुरणया येत मधुने उगवली गिधरी अडे.

मधु/३२,१०,२०१४

अनुसूक्त लेख्यालय (गिधरा)

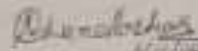
परिपत्रक

२०१४-१५

क्र. सीए/एनबीके/२५, दिनांक १०/१०/२०१४

सांम उग (-----) अधिकारी गिधरा

परिपत्रक/३२ व लेखया लया उगवलीलमधिलेण उगवलील अडे.


अनुसूक्त लेख्यालय (गिधरा) मधुकराबाबत

2014-15-10-10-2014

BMP P - 3-19613-2014-15 - 2014

SECTION 13
APPENDIX

FORM OF TENDER

To,

The Municipal Commissioner for Brihnmumbai Municipal Corporation Sir,

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

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

1A.I/We _____

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

.....

.....

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

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

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 specification's 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 5below).

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

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

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

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

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

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

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

9. "I/We..... have failed in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in

any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.

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

Address

Yours faithfully,

.....
.....

Digital Signature of the Tenderer or the Firm

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

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

A/c No.

.....

1.
2.
3.
4.
5.

Name of Bank

.....

Name of Branch

.....

Vender No.....

AGREEMENT FORM

Tender/Quotation

dated..... 20...

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

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

This agreement made this day of

.....
Two thousand

..... Between

.....
.....

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

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

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

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

- 1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to: -
- 2) The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.
 - a) The letter of Acceptance
 - b) The Bid:
 - c) Addendum to Bid; if any
 - d) Tender Document
 - e) The Bill of Quantities:
 - f) The Specification:

- g) Detailed Engineering Drawings
- h) Standard General Conditions of Contracts (GCC)
- i) All correspondence documents between bidder and BMC

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

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

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

Signed, Sealed and delivered by the contractors

In the presence of

Trading under the name and style of

Full Name

Address

Contractors

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

(Director (ES&P))

The Common seal of the Brihanmumbai
Municipal Corporation was hereunto affixed on
the

..... 20 in the presence of two members of
the Standing Committee.

1.

1.

2.

2.

And in the presence of the Municipal Secretary

Municipal Secretary

ANNEXURE " A "

Name of work: Construction of connecting arm from Cotton green Skywalk to the cotton green station in F/South ward.

The Engineer for this work : Chief Engineer (Bridges)

Dy.Ch.Eng. (Bridges) City

Ex. Eng. (Bridges) City-N

1. Estimated cost of Tender : **Rs 2,75,20,886/-**
2. Earnest Money (1% of the Estimated cost) : **Rs. 2,75,300/-**
3. Time Period : **12 months (Excluding monsoon).**
4. Percentage to be charged as supervision charges for the work got executed through other means- 10percent.

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

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

2. In case of lump sum contract the cost of the work actually carried out as per break up and program 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 BMC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

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

- a. “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.
- b. “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.
- c. “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.

Signature of Tenderer/Bidder

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

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do hereby declared and undertake asunder.

1. I declare that I have submitted certificates as required to 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, 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 accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

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

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

Signature of Tenderer/Bidder

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

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

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

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and THE BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution of the work of

" _____ and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sum of Rs. _____ (Rupees _____) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security -deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS 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 up to _____” Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee shall remain in force up to _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS (1) _____

Name and _____

Address _____

WITNESS (2) _____

Name and _____ the duly constituted Attorney Manager

Address _____

The Bank and the said Messer's _____

_____ (Name of the Bank)

WITNESS (1) _____

Name and _____

Address _____

WITNESS (2) _____

Name and _____

For Messer's _____

Address _____

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

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

Annexure- D

Rate Analysis

Item Description

Sr. No.	Description of rate analysis parameters.	Unit	Quantity	Basic Rate	Basic Amount	GST Percentage	GST Amount	Amount Includings GST	Remark
1	Basic Material (Rate should be inclusive of all taxes)								
2	Machinery Hire Charges								
3	Labour Type		(Labour components)						
4	Total of all components								
	Total Basic Amount (A)								
	Material GST								
	Labour GST								
	Total GST Amount (B)								
	d) Amount including GST (C=A+B)								
	e) Contractor's profit & Overhead charges @ 15% on (a+b+c)								
	Rate as per Unit								

Sign & Seal of the Tenderer

Annexure –E

Irrevocable Undertaking

(On Rs.500/- Stamp paper)

Annexure-A

प-37

Irrevocable Undertaking

(on Rs.500/ Stamp Paper)

I Shri/Smt..... aged..... years Indian Inhabitant. Proprietor/Partner/Director of M/s..... resident at do hereby give Irrevocable undertaking as under,

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Council.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

PROFORMAS:

PROFORMA-I

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	PageNo.	
1						
2						
3						
4						
5						
Total						

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

PROFORMA- III

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.	
				No. of years.	Name of Projects.
1	Project Manager				
2	Quality Control Engineer				
3	Site Engineer				
4	Site Supervisor				

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

MACHINERY: (for special work only)

PROFORMA-V/A			
Sr. No.	Equipment	Number.	Owned / Leased / Assured access.
1	2	3	4

PROFORMA-V/B			
Sr. No.	Equipment	Number.	Owned
1	2	3	4

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

PROFORMA- VI/A

Details of Existing Commitments and ongoing works –

PROFORMA-VI/A							
Description of work.	Place.	Contract No. & Date.	Name and Address 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 beannexed.

PROFORMA – VII

Details of Litigation / Arbitration history in which tenderer is involved.

Name of other Party(s)	Employer	Cause of Dispute	Amount Involved	Remarks showing present status
1	2	3	4	5

SECTION 14
SPECIAL CONDITIONS OF CONTRACT

14. SPECIAL CONDITIONS OF CONTRACT

14.1 BMC shall not be responsible for providing the sites for dumping ground and in the event dumping ground is not able to be made available by BMC, the bidder shall have to arrange own dumping arrangement for which no any cost will be paid by BMC. Nevertheless, BMC reserves its rights to use surplus excavated materials for its own use anywhere in BMC limits.

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

ii) The surplus excavated material from the site shall be removed free of cost to the Municipal dumping ground within 24 hours, as directed. The necessary tipping charges at the dumping ground, as applicable, shall be borne by the contractor.

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

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

v) The site shall be cleared by removal of surplus material on or before 15th of May every year.

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

14.3 (a) Removal of Excavated Material

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

All the excavated and surplus material on site shall be disposed by means of transportation or as directed by the Engineer on the cost of contractor. No additional / separate payment will be made to contractor, as per circular under No. MGC/F/7867 dated 12.10.2015.

(b) Royalty Payment on excavated material as per statutory requirement:

The contractor shall pay necessary royalties and submit documentary evidence of such payments to the engineer for his information and records. If and when royalties become payable to the government authority on excavated material as per statutory requirements, the payment shall be made by the contractor.

14.4 If the contractor excavates certain portion of the bridge carriageway and fails to reinstate. The same within the stipulated time limit, as per the programme and or before 31st of May, the reinstatement will be got carried out at contractor's risk and cost through other agency in addition to further penal action.

14.5 All trenches taken in connection with the work should be sufficiently barricaded, as specified.

14.6 The noise level shall be maintained within the permissible limit in Silence zone area during the construction activities by the Contractors, as per the notification dated 14.2.2000, issued by the Ministry of Environment & Forests.

14.7 Permissions:

14.7.A The contractors will have to obtain permission from the traffic police department well in advance either for closing down the bridge carriageway partially/fully or for diversion of traffic for execution of the work. The work may be required to be executed in phases as per traffic police permission. The contractors should therefore consider this factor while quoting.

14.7.B The contractor shall have to obtain all the permissions of the concerned authorities outside M.C.G.M. required for carrying out the work. Only recommendatory letters will be issued by BMC.

14.8. The contractors will be given 12 mm. dia. or 20 mm. dia. (as per the conditions of H.E.) water connection for drinking purposes. Extra water required for construction purposes will have to be brought by the contractors at his own cost and no extra claims on this behalf will be entertained.

14.9 Methodology of the work, **safety manual and quality assurance plan** shall be submitted before commencement of the work with copy at each site office.

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

14.11 The contractor shall procure all material required for the work from manufacturers with I.S.I. certificates and according to M.C.G.M. specifications wherever applicable.

14.12 Corporation will appoint a consultant for quality audit, during execution period. The contractor will extend all help in carrying out any survey; test etc. as directed and adverse decision there of including rectification shall be carried out by the contractors at their cost.

14.13 The Engineer not below the rank of Assistant Engineer is entitled to impose a **penalty of Rs.2500/- per day per lapse** for each defective work/lapse, disobedience of orders by the officer not below the rank of site Engineer. Penalty amount will be recovered from contractors running bill. This penalty is over and above Penalty mentioned under G.C.C. enforced.

If it is observed that, the contractor carrying out the work fails to comply with the instructions given by the authorities of the A.C./Ch.E(Br)/ DMC (Infra)/Zonal DMC/Dir.(ES&P)/A.M.C./M.C.'s level during execution of work twice, the work may be terminated and will be carried out at the risk and cost of the contractor and penal action will be taken against them. This decision will not be arbitral at all.

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

ii) Other penalties

In addition to any penal action under the GCC of Individual contracts, a registered contractor will be liable under the registration Rule to one or more of the following penalties as per the procedure laid down in the “Rules Governing registration of Contractor/s for Civil, Mechanical, Electrical and Electronics Engineering works, 2016” of BMC:

- I. Warning
- II. Fine
- III. Demotion
- IV. Banning /De-registration
- V. Suspension of Registration pending inquiry
- VI. Debarring

I. WARNING /FINE

A contractor/s will be liable to a warning and / or fine for -

- i. Non-compliance of any provision of these rules,

ii. Failure to comply with any clause or direction under these Rules or failure to comply with any condition of E-Quotation / E-Tenders / contract and

iii. Inadequate progress during execution of work / performance under a contract.

iv. For the first default of any type mentioned above, a warning letter / notice will be issued by competent authority i.e. defined under Engineer of the project / work. For each subsequent default of the types in (a), (b) & (c) above, the penalty will be imposed to the contractor as per the penalties mentioned in the contract document under general condition of contract or special condition of contract. Higher amount of fine may be levied by the competent authority i.e. defined under Engineer of the Project / work, for the reasons to be recorded.

II. DEMOTION

A Contractor/s is liable to be demoted to one lower class of registration on one or more of the following grounds -

i. Specific failure or default in execution of individual works, in respect of physical progress or quality in such works,

ii Deterioration in financial or technical ability / capacity and

iii. Repeated failure to properly fill in tender document/s, fully and correctly or delay in execution of formal contract documents

Note: Demotion from the lowest class of registration will amount to banning / de-registration of registration for the period specified. In such cases, the registration of the contractor/s will stand restored after the period of demotion / banning / de-registration.

III. BANNING -DE-REGISTRATION

Banning / Deregistration will be for a specific period or permanent banning / Deregistration.

A contractor/s is liable to be Banned / De-registered on one or more of the following grounds: -

i. If security considerations including question of loyalty to the BMC so warrant,

ii. If the proprietor of the firm, its employee, partner or representative is convicted by a court of law following of investigation or under normal process of law for offences involving moral turpitude in relation to business dealings viz. Conviction by court of law,

iii. If there is strong justification for believing that the proprietor or employee, or representative of the firm has been guilty of malpractices such as bribery, corruption, fraud substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied bylaw,

- iv. If the firm continuously refuses to return BMC or State Govt. dues without showing adequate cause, and BMC is satisfied that this is not due to a reasonable dispute which would attract proceedings in arbitration or court of law,
- v. If the firm employs a BMC or State Govt. servant, dismissed / removed on account of corruption, or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt Govt. Servants,
- vi. Persistent and intentional violation of important conditions of contract. Not attaining required quality of work and non-execution of works as per terms and conditions of contract. Constant non-achievement of milestone on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out,
- vii. An attempt to cheat BMC, an attempt to secure a contract through unfair means or bringing to bear outside influence, an attempt to secure unauthorized copies of Municipal records and documents in relation to any tender / contract or any other official matter, an attempt to tamper with Municipal record and documents, threatening, misbehaving with or physical attack on any Municipal employee/Officer,
- viii An attempt to instigate or collude with other contractor/s with a view to securing undue advantage,
- ix. Any of the grounds mentioned in clause Demotion, if it is deemed serious enough.

IV. SUSPENSION OF REGISTRATION PENDING INQUIRY

- i. Whenever any Show Cause Notice is issued to the contractor calling for the explanation on lapses by him, the registration of contractor/s may be banned / suspended up to the arrival of final outcome of the said Show cause notice, depending on the seriousness of the reasons for which show cause notice is issued.
- ii. Show cause notice shall be issued by the officer not below the rank of Executive Engineer in charge of the concerned work / project of BMC
- iii. Director (E. S. & P.) or concerned Deputy Municipal Commissioner is the competent authority to ban / suspend the registration pending inquiry in such cases.
- iv. Circular of Banning / suspension of registration till further orders shall be circulated to all departments of BMC by Head of the executing department i.e. Chief Engineer of concerned department / Assistant Commissioner of the concerned Ward.
- v. The outcome of registration of the contractor will be decided depending on the final outcome of the process of the said Show Cause Notice and circular to that effect shall be issued by concerned Head of the Department.

V. DEBARRING

Debarring is the penal action to be initiated against the Contractor/s who are carrying out works for M.C.G.M. and are not registered with M.C.G.M. All other criteria and procedure of penal action (i.e., observed for suspension, banning, demotion, (deregistration) will remain similar as mentioned in penal action clause 7.

14.14 Traffic Management: -

14.14.A The contractor shall have to provide adequate number of wardens as per requirement of Traffic Police Dept. at the contractor's cost.

14.14.B Traffic signs – Temporary traffic and construction signs are to be provided during construction and maintenance operations for traffic diversion and pedestrian safety as per Traffic Diversion Plan approved by the Engineer.

14.14.C The contractor shall display the boards stating information of the name of the work, date of starting, date of completion, name of the Dept. and contact telephone no's of Contractor's Engineer

14.15 While constructing/improving footpath, provision for slopping ramp of at least 1.00 m width or as directed, shall be made at every carriage entrance, junctions, bus stops etc., for convenience of physically challenged persons.

14.16 The full-time services of the Personnel Team of the contractor are mandatory during the entire period of the project. Daily Attendance register of Contractor's staff shall be maintained and got checked from BMC staff from time to time.

14.17 TESTING OF MATERIAL–

i) Contractors are required to send at least one sample per day up to 50 M.T. and at the rate of one sample for every additional 50 M.T or part thereof per day for Asphalt Macadam/ Seal 170 Coat/Asphalt Concrete and other asphalt mixes to the laboratory for testing. The contractor shall note that, 50% payment of the bitumen work will be withheld till the results are received.

The test of samples of asphalt macadam, asphaltic concrete, mastic asphalt, used in the work shall be carried out at municipal laboratory or approved laboratory as directed by engineer in-charge.

The site laboratory shall be used for testing of sub-base, GSB, base course, WBM, concrete cubes (7 days, 14 days) and other materials as necessary and directed engineer in-charge.

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

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

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

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

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

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

f) Date of sampling (i.e., date of laying asphalt mix, Sr. No. of load casting concrete or taking cement samples.)

g) Name of the tenderer carrying out the work.

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

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

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

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

v) Field Density test shall be taken in Asphalt concrete Carpet for any thickness. The Contractor shall obtain the intimation letter from Engineer-in-charge & furnish the same to A. E. (Soil Mech.) or as directed by the Engineer within 7 days from the date of laying of asphalt concrete for carrying out the field density test. For any neglect or delay on the part of the contractor to intimate the same within seven days period, the additional charges as penalty would be

recovered from the Contractor up to Rs. 200/- per test per week at the time of submission of intimation to A. E. (Soil Mech.)'s office.

vi) Samples of bitumen cut back; emulsions shall be forwarded in wide mouthed metal containers with label pasted on the lid.

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

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

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

x) The samples thus taken shall send to the Testing Laboratory within 4 days from the date of laying, of Asphalt mix on site. In case of delay, additional testing charges as penalty would be recovered from the Contractor at the following rates.

A)	From the 5th day to 7th day from date of laying of asphalt mix on site	Rs. 10,000/-
B)	From the 8th day to 14th day from date of laying of asphalt mix on site	Rs. 20,000/-

The above charges i.e. (A) & (B) shall be paid by the contractors at time of submitting the samples in Municipal Laboratory.

If the samples of the Asphalt mixes are not sent for testing within 14 days, payment for the corresponding quantity of those samples shall not be made.

Charges would be recovered from the respective bills payable to the contractor by respective department and credited to XV- Traffic Operations, Roads and Bridges, H - Material Testing Laboratory.

xi) In case of failure of asphalt mix sample testing in Municipal Laboratory in various tests the following penalties will be imposed.

a) Rs.500/- for each gradation failure as per result of asphalt macadam, seal coat and asphaltic concrete and Rs.1,000/- for each gradation failure in mastic asphalt.

b) For failure on more than 3 gradations in any asphalt mix. 50% of the cost of the work represented by the failed sample will not be paid to the contractors.

c) Rs.1,000/- each for failure in flow value/Bulk density/Void ratio/marshall stability in a

asphaltic mix beyond permissible limit as mentioned in the test report.

d) In case of excess % of bitumen in the bitumen mix beyond specified limit, a penalty of Rs.60/- per MT of AM/SC/AC having excess bitumen for 50MT or thereafter as applicable for which representative sample was taken will be imposed on Contractors.

e) In case of less percentage of bitumen in the bitumen mix, than the specified limit, 50% of the cost of day's work represented by the sample will be recovered as penalty.

f) In case of failure of field density of Asphalt mix, the area represented by the sample has to be removed and redone.

The test of samples of asphalt macadam, asphaltic concrete, mastic asphalt, paver blocks, concrete cubes (28 days) flexural beams used in the work shall be carried out at municipal laboratory or approved laboratory as directed by engineer in-charge.

14.18 The contractor shall maintain the following registers during execution of work, and it is mandatory to provide Lap Top to the site Engineers for this—

List of Registers	
Register Code	Name of Register
1	Inventory Register
2	Correspondence file
3	External & internal utility remarks file
4	File containing drawings
5	Daily Progress Register
6	Instruction Register
7	Level Book
8	Mix design file
9	Material Testing Result file
10	Photograph file
11	Excavation Register (Asphalt, rock, soil etc.)
12	Filling/Embankment Register
13	Removal Challans and Register (if dumped at Municipal Dumping Ground/ if paid separately)

14	G.S.B Register
15	W.M.M Register
16	Register for reinforcement steel
17	Sand Metal Filling Register
18	D.L.C. Register
19	Register for tension bar
20	Register for structural Steel
21	Pour Card Register
22	All Grade Concrete Register.
23	All grade of concrete Cube registers
24	Register for structural Steel
25	R.M.C. Challan file
26	Cement Variation Register
27	Joint Cutting Register
28	Precast item register (Paver blocks, Kerb stone etc
29	D.B.M. Register
30	Bituminous Register
31	Bituminous challan file
32	Penalty Register.
33	Contractor's site staff attendance register

Any other registers required as per description of items for any activity/material/quantity for which payment is made or as instructed by Engineer in Charge.

Hard copies of the registers signed by the contractors shall be provided as required.

14.19 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. If contractor fails provide equipment's as per instruction of engineer in charge, Penalty of Rs 5000/- day will be imposed and the same will be recovered from contractors ASD or Running Bill.

14.20 Site Office/ Office for the Engineer

- i. If Site office with necessary requirements is not provided within 15 days after issue of work order, a penalty of Rs. 10000/- per day per item will be imposed.
- ii. If there is further delay more than 30 days, a penalty of Rs. 20000/- per day (i.e., starting from 31st day from issue of work order) will be forfeited from paid ASD, OR will be recovered from 1st R.A.Bill.
- iii. If there is further delay more than 45 days, a penalty of Rs. 50000/- per day (i.e. starting from 46th day from issue of work order) will be forfeited from paid ASD, OR will be recovered from 1st R.A. Bill.
- iv. If any of the items at Sr.No.2 to 6 above is not provided, Additional penalty of Rs. 1000/- per day/per item, will be imposed.

NOTE:

AThe bidders have to consider the costs of all items related to site office and site laboratory and quote their % accordingly.

b AS per Circular No. Ch.E./487/Rds, Tr. & Br./SR Dated 18/9/12. On receipt of the work order, the contractor will have to provide for site office as per requirement either on his / her owned place or rented/leased place. The Cost for this may be charged to BMCby incorporating in the offer. No separate payment may be made for providing the Site office and ancillary items.

14.21 FOR ASPHALT ROADWORKS:

I. Loads of asphalt mix brought on Lorries shall be fully covered with tarpaulin, failing which **Rs.2500/- for every lorry** load received on the site uncovered with tarpaulin will be imposed as penalty and the same will be recovered from the contractor's bill.

II. The lorry loads of the asphalt mix shall be checked at random at public weigh Bridge including the Tar Weight for verifying the correct weight of the mix at the rate of one load out of every ten loads.

III. Various asphalt mix challans shall bear printed serial No. weight and departure time from the plant end. The test reports of the test conducted in the asphalt plant laboratory shall invariably accompany with the first load.

IV. The Mix Design for WMM/GSB/Paver Blocks/Concrete/Asphalt mix shall invariably include details of source material including tests carried out at source (Quarry/Cement

Manufacturer's/Bitumen supplier's lab).

V. While laying asphalt mix layers on the existing bridge carriageway surface, care shall be taken to see that no manhole or chamber covers of drainage, etc. are buried or kept higher than bridge carriageway surface. They shall be first identified and raised or lowered to be flushed with final asphalt surface.

VI. Prime coat/Tack coat will be allowed during execution of resurfacing work only by mechanical sprayer.

VII. Field Density test shall be taken in Asphalt mix / Asphalt Concrete, W.M.M., D.L.C. and GSB.

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

14.22 The contractors should carry out if required, any minor works such as raising/lowering of manhole, attending to bad spots, bad patches etc. as may be decided by the Engineer-in charge anywhere within the concerned ward limit where the work is in progress under contract at the rates included in the Bill of Quantities of the above work with his percentage quoted.

Maintenance Works –

1) During the Contract period (including intervening monsoon) the contractor shall maintain the project roads in motorable and traffic worthy condition at his own cost. The contractor shall attend and repair the damaged portion of the project road and the said work shall be done within 24 hours from intimation as directed by Engineer. The contractor shall not be entitled for any additional cost for such work undertaken.

2) The defect liability period for the improved roads shall be as mentioned in Section 6. The contractor shall be liable to maintain the road during the defect liability period, which shall include any repairs, rectification of any part or portion of the project road immediately without waiting for any notice or intimation and shall include.

a) Maintaining roads signs, road markings, arrow marking etc. throughout the year.

b) Maintaining the kerbs, dividers, with proper painting twice in a year preferably before and after monsoon, jointing etc.

c) All Bridge and Roadside furniture shall be inspected, restored/painted to original condition.

d) Surface deteriorations shall be rectified.

e) Paver blocks- the undulations in the paver blocks settlement of paver blocks, broken pieces of paver blocks shall be rectified / replaced as directed.

f) The contractors shall not allow any trenches on the project road, stretch without due

permission from concerned authority of BMC.

g) Cleaning and maintaining of laterals and water entrances of storm water drains including replacing missing /broken covers.

h) Preventive Maintenance of Improved Bridge Carriageway Preventive maintenance uses pavement preservation techniques in terms of surface treatments and extends the service life of the pavement and minimizes the need for routine maintenance interventions. The bitumen in asphalt layers of the pavement, especially the wearing course, gets oxidized due to weathering conditions such as sun, wind and water. Due to this the wearing course hardens and becomes brittle causing cracking in the pavement. A seal coat (liquid seal coat) when applied as specified, provides a waterproofing layer on top of the wearing course and slows down the oxidation process. In the present case, initially, the seal coat should be applied during the dry season that follows the first monsoon rains after the construction of the pavement. Thereafter, the liquid seal coat may be applied 15 days before end of defect liability period as a preventive treatment after carrying out proper structural and functional evaluation of the pavement. For liquid seal coat, Rapid Setting (RS) grade of cationic bitumen emulsion shall be used.

The specifications in relevant clauses of Section 513 of MoRTH (2001) pertaining to Type-A Seal Coat with cationic RS grade emulsified bitumen should be followed. Alternatively, micro-surfacing can also be used as a surface treatment for preventive maintenance. In addition, the corrective and emergency repairs such as crack sealing, pothole and patch repair, etc., should be carried out as per Section 3004 of MoRTH (2001) as and when necessary.

The contractor shall not be entitled for any additional cost for above works. All of this cost should be included in fixed percentage quoted by bidder. The contractor shall not be entitled for any additional cost such works undertaken.

i) Sealing of the joints of concrete pavements shall be done once a year, prior to monsoon.

j) Contractor shall maintain the following after expiry of Defect liability period of respective items till completion of DLP of the as directed by Engineer In charge, for which payment will be made with quoted percentage of this tender as per prevailing schedule rates at the time of execution.

i. Maintaining roads signs, road markings, arrow marking, pedestrian crossings etc.

ii. Maintaining the kerbs, dividers, with proper painting etc.

iii. All roadside furniture shall be inspected, restored/painted to original condition

3) Prescribed period for completing the maintenance works shall be as under:

a) Deteriorated surfaces in Asphalt, Paver Blocks that affect the movement of traffic shall be repaired/rectified within 24 hrs. of notice of such defects by the contractor or in his default when brought to his notice by concerned staff of M.C.G.M.

b) All other maintenance work like Road signs, Lane marking, railing etc. if found defective,

shall be started within 7 days of notice of such defects by the contractors and completed within a reasonable period of 4 weeks or period as directed by Engineer whichever is earlier.

c) Filling of potholes or patching up should be taken and completed with 24 hrs. of issue of instructions to do so.

4) Penalty of Rs. 2500/- per day for every day of delay beyond period prescribed in the tender shall be levied as regards the Maintenance Works.

5) All scrap of fabrication steel in the bridge work shall be stacked properly in the concern ward office.

6) Challan of the scrap materials from ward shall be procured/ shall be maintained.

7) During the contract period/ execution of work all kind of utilities such as roads, slab etc. if any get damaged shall maintain smooth flow of nalla, traffic etc. as his own risk and cost.

8) An amount of 1% will be deducted from the R.A. bills in respect of Building Construction and other Worker's cess as per directives of State Government and Circular in force as per circular no. CA/FRD/12 of 21.06.2012.

9) As per circular No. CA/F/Project/19 of 15.09.2017, Tenderer has to submit undertaking on Rs. 500/- stamp paper.

10) Circular for construction and demolition waste management rules: -

A circular regarding implementation of the construction and demolition waste management rules, 2016 has been issued by BMC u/No. Dy.Ch.Eng./SWM/3957/OD dated 28.09.2018. The said circular is to be implemented for the said tender work.

Special Instructions

Bidder should note that if he fails to register with BMC within stipulated time the action as per clause no. 9.3 of "Rules Governing Registration of contractors/for Civil/Mechanical/Electrical Engineering works 2016" will attract.

SECTION 15
CIRCULAR

बृहन्मुंबई महानगरपालिका

परिपत्रक

प्र.ले./वित्त/प्रकल्प/शहर/२८ दि. १०.११.२०१७

विषय: महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध प्रकल्प कामे तसेच खरेदी करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या निविदांमध्ये वस्तु व सेवा कराच्या अनुषंगाने घ्यावयाचे विशेष परिशिष्ट-१(Special Annexure-I) बाबत.

संदर्भ: १) प्र.ले./वित्त/प्रकल्प/शहर/३३ दि.०४.०३.२०१७

२) प्र.ले./वित्त/प्रकल्प/शहर/१२०अ दि.०८.०५.२०१७

३) प्र.ले./वित्त/प्रकल्प/शहर/८ दि.१४.०७.२०१७

संदर्भित परिपत्रकांन्वये वस्तु व सेवाकराच्या अनुषंगाने, निविदांमध्ये निविदाकाराने त्याच्या देकारामध्ये समाविष्ट असलेल्या सर्व करांची माहिती Special Annexure-I मध्ये दर्शविण्याबाबत वेळोवेळी यथोचित सूचना देण्यात आल्या आहेत.

संदर्भित परिपत्रकानुसार, निविदेतील अनुषंगिक अटी व शर्तीनुसार निविदाकाराने निविदा सादर करावयाच्या अंतिम दिनांकास लागू असलेल्या सर्व करांसहित दर उद्धृत करणे आवश्यक आहे. तसेच सदर Special Annexure-I मध्येही निविदाकाराने दर उद्धृत करताना विचारात घेतलेले कर, कराची टक्केवारी व रक्कम, दिलेल्या रकान्यात दर्शविणे आवश्यक आहे. तथापि, काही खातेप्रमुखांकडून काही प्रकरणी कंत्राटदाराच्या नियुक्तीसाठी लघुत्तम निविदाकाराची शिफारस करणारे प्रस्ताव व मसुदापत्र लेखाविभागास पडताळणीसाठी सादर केले असता, निविदाकाराने लिफाफा 'क' मध्ये उद्धृत केलेला दर व त्या अनुषंगाने आलेली रक्कम आणि Special Annexure-I मध्ये उद्धृत केलेली रक्कम, कराची टक्केवारी अथवा कराची रक्कम इत्यादींमध्ये तफावत/विसंगती असल्याचे निदर्शनास येत आहे. त्यामुळे अशा प्रकरणी कंत्राटदार म्हणून नियुक्तीसाठी निविदाकाराची शिफारस करताना खालील निर्देशांचे पालन करावे.

१. प्रथम लघुत्तम निविदाकार (L1) ठरविण्यासाठी निविदेचे मूल्यमापन (Tender Evaluation) करताना निविदाकारांनी सॅप कार्यप्रणालित लिफाफा 'क' मध्ये उद्धृत केलेला दर तसेच रक्कम व त्या अनुषंगाने आलेला निविदा तुलनात्मक तक्ता (Bid Comparison Statement Generated by SAP) हा अंतिम समजण्यात यावा.

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२. निविदा दाखल करावयाच्या अंतिम दिनांकास (Last date of Tender Submission) लागू असलेले कर, सदर निविदेस त्यावेळी लागू होते असे विचारात घेऊन आणि प्रथम लघुत्तम निविदाकाराने (L1 as per 'C' packet, i.e. Bid Comparison Statement Generated by SAP) निविदेसोबत Special Annexure-I अपलोड केलेले असेल तरच व आवश्यक असल्यास, प्रथम लघुत्तम निविदाकाराकडून सुधारीत Special Annexure-I घेण्यात यावे. तथापि, ज्या प्रकरणी प्रथम लघुत्तम निविदाकाराने निविदेसोबत अपलोड केलेल्या Special Annexure-I मध्ये नमूद केलेली कराची टक्केवारी, निविदा सादर करावयाच्या शेवटच्या दिनांकास लागू असलेल्या जीएसटी दरापेक्षा जास्त असल्यास, प्रथम लघुत्तम निविदाकाराकडून स्पष्टीकरण घ्यावे.
३. प्रथम लघुत्तम निविदाकाराशिवाय (L1 as per 'C' packet, i.e. Bid Comparison Statement Generated by SAP) अन्य निविदाकारांशी वाटाघाटी (Negotiations) करू नयेत.
४. जीएसटी अंमलबजावणीनंतर सर्व प्रकारच्या वस्तु व सेवा खरेदी मधील कर स्वतंत्रपणे दर्शविणे अनिवार्य आहे. याकरीता कार्यालयीन कामकाजात सुलभता येण्यासाठी निविदांमध्ये Special Annexure-I बाबतची अट समाविष्ट करण्यात आली असून त्याअनुषंगाने निविदाकारांकडून Special Annexure-I घेण्यात येते. कोणत्याही परिस्थितीमध्ये निविदेचे मूल्यमापनासाठी, प्रथम लघुत्तम निविदाकार ठरविण्यासाठी (Tender Evaluation i.e. deciding L1) Special Annexure-I प्रमाण मानता येणार नाही.
५. महापालिकेने वस्तु व सेवाकराच्या अनुषंगाने निविदाकारांनी उद्धृत केलेल्या दरामधील कररचना/कर रक्कम Special Annexure-I मध्ये दिलेल्या विहित नमून्यात जाहिर करण्याबाबत संदर्भित परिपत्रकांमध्ये निर्देश देण्यात आले होते. आता वस्तु व सेवाकराचे दर, रचना इत्यादी बाबी जाहिर झालेल्या असून Special Annexure-I ची प्रासंगिकता संपुष्टात आली आहे. यास्तव, यापुढील मागविण्यात येणाऱ्या निविदा/अतारांकित निविदा/दरपत्रक यांमध्ये Special Annexure-I घेणे आवश्यक नाही. यास्तव संदर्भित क्र.३ स्थित परिपत्रकामध्ये कराबाबत दिलेल्या अटीमध्ये खालील प्रमाणे बदल करण्यात येत आहे.

Tax:


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

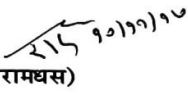
Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/ Duties/ Cess other than GST, if any.

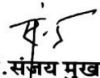
Rates accepted by MCGM shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/ any other levies / tolls etc. except that payment / recovery for overall market situation shall be made as per Price Variation.”

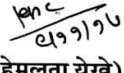
यापुढील मागविण्यात येणाऱ्या निविदा/अतारांकित निविदा/ दरपत्रक यांमध्ये कराबाबत उपरोक्त अटीचा समावेश करावा.

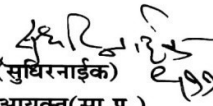
सर्व खातेप्रमुख , रूग्णालयांचे अधिष्ठाता, सहायक आयुक्त, उपप्रमुख लेखापाल तसेच सर्व लेखाधिकारी यांनी उपरोक्त सुचनांचे काटेकोर पालन करावे.

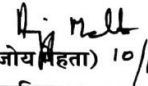

(रा.क.आक्याड)
प्रमुख लेखापाल(पा.पु.म.नि.)


(रामधस)
उप आयुक्त(म.ख.खा.)


(डॉ. संजय मुखर्जी)
अतिरिक्त आयुक्त(प्रकल्प)


(हेमलता येखे)
प्रमुख लेखापाल (वित्त)


(सुधिरनाईक)
उप आयुक्त(सा.प्र.)


(अजोय महता) 10/11/12
महानगरपालिका आयुक्त

			iii	कंत्राटदाराने सादर केलेले प्रतिज्ञापत्र तसेच सनदी लेखापालाचे प्रमाणपत्र, जीएसटी कर निर्धारण प्राधिकरणाकडे (GST Assessing Authority) सत्यता पडताळणीसाठी पाठविण्यात यावे. तसेच सादर प्राधिकरणास, कंत्राटदाराने CGST Act, 2017 मधील कलम १७१ चे उल्लंघन केलेले असल्यास त्यानुसार मनपास अवगत करण्याबाबतची विनंती करण्यात यावी.
२. कार्यकंत्राटे (Works Contracts)				
अ	ज्या निविदा १ जुलै, २०१७ वा तदनंतर सादर झालेल्या आहेत. (Bids submitted on or after 01.07.2017)	अ	ज्या शासकीय कार्यकंत्राटांसाठी जीएसटीचा दर १८% वरून १२% झालेला नाही.	
		i	सादर निविदांमध्ये कंत्राटदाराने जीएसटी विचारात घेऊन दर उद्धृत(Quote) केले असल्याने अशा निविदा रद्द करण्यात येऊ नयेत.	
		ब	ज्या शासकीय कार्यकंत्राटांसाठी जीएसटीचा दर १८% वरून १२% झालेला आहे. अशा निविदांमध्ये कंत्राटदाराने जीएसटी दर १८% विचारात घेऊन दर उद्धृत(Quote) केलेले असल्यामुळे कंत्राट रद्द न करता खालील प्रमाणे कार्यवाही करावी.	
		i	निविदाकाराकडून ६ टक्के दर कमी करून कंत्राटाची पुढील कार्यवाही करावी.	
		ii	जर निविदाकार ६ टक्के दर कमी करण्यास तयार नसेल तर निविदा रद्द करून कोणत्याही अटी व शर्तीमध्ये बदल न करता, जीएसटीच्या अनुषंगाने संदर्भ क्र.३ अन्वये प्रसूत केलेली अट समाविष्ट करून, अल्प मुदतीची सुचना देऊन निविदा पुन्हा त्वरित मागविण्यात याव्यात. तथापि, जर अशा प्रकारे मागवावयाच्या पुनर्निविदांमधील कोणत्याही अटी व शर्तीमध्ये बदल करावयाचे असल्यास प्रचलित पद्धतीने परिपत्रक क्र.सीए/एफआरडी/एक/५दि.१०.०५.२०१६ नुसार सक्षम प्राधिकाऱ्याची प्रशासकिय मान्यता घेण्यात यावी.	
		क	उपरोक्त अ व ब बाबत कंत्राटदाराकडून रू.५००/- च्या स्टॅंप पेपरवर सोबत जोडलेल्या Annexure-A च्या नमुन्यामध्ये प्रतिज्ञापत्र घेण्यात यावे.	

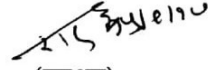
ब	ज्या निविदा १ जुलै, २०१७ पूर्वी सादर झालेल्या आहेत.	<p>अ) ज्या निविदांमध्ये निविदाकारांनी Special Annexure-I मध्ये जून्या कर व ड्युटीच्या अनुषंगाने आवश्यक ती माहिती सविस्तरपणे दिलेली आहे, तसेच त्याबाबत संबंधित खात्याला कोणत्याही प्रकारची संदिग्धता नसेल तर अशा निविदा रद्द न करता त्यांची लेखा विभागाकडून पडताळणी करावी तसेच, खालील ३-अ(अ ते इ) प्रमाणेदेखील कार्यवाही करून प्रचलित पद्धतीने निविदेची पुढील कार्यवाही पूर्ण करावी.</p> <p>ब) इतर निविदांच्या बाबतीत ज्यांचे कायदेशि दि.२२.०८.२०१७ पूर्वी देण्यात आलेले नाहीत अशा निविदा रद्द करून कोणत्याही अटी व शर्तीमध्ये बदल न करता, जीएसटीच्या अनुषंगाने संदर्भ क्र.३ अन्वये प्रसूत केलेली अट समाविष्ट करून, अल्प मुदतीची सुचना देऊन पुन्हा त्वरित मागविण्यात याव्यात. तथापि, जर अशा प्रकारे मागवावयाच्या पुनर्निविदांमधील कोणत्याही अटी व शर्तीमध्ये बदल करावयाचे असल्यास प्रचलित पद्धतीने परिपत्रक क्र.सीए/एफआरडी/एक/५ दि.१०.०५.२०१६ नुसार सक्षम प्राधिकाऱ्याची प्रशासकिय मान्यता घेण्यात यावी.</p>
३ प्रगतीपथावरील कंत्राटे: (Ongoing Contracts)		
अ)	१ जुलै २०१७ पूर्वी सादर होऊन कायदेशि दिलेली कंत्राटे.	<p>अ) कंत्राटदाराकडून रू.५००/- च्या स्टॅप पेपरवर सोबत जोडलेल्या Annexure-A च्या नमुन्यामध्ये प्रतिज्ञापत्र घेण्यात यावे.</p> <p>ब) कंत्राटदाराने सादर कंत्राटामध्ये समाविष्ट असलेल्या जून्या कर व ड्युटीजचा भार तसेच जीएसटी अंतर्गत लागू असलेल्या कराचा भार यांचा तुलनात्मक तक्ता तयार करून कराच्या रकमेत झालेल्या बदलाबाबत सनदी लेखापालाचे प्रमाणपत्र सादर करणे आवश्यक आहे. जर पूर्वीच्या कराच्या भारापेक्षा जीएसटीचा भार कमी झाला असेल तर सादर फायदा Anti Profiteering Measure अंतर्गत महापालिकेस वर्ग करणे बंधनकारक आहे.</p> <p>क) जर कंत्राटदार Anti Profiteering Measure अंतर्गत होणारा फायदा महापालिकेस वर्ग करण्यास तयार नसेल तर अशी कंत्राटे सक्षम प्राधिकाऱ्यांच्या मंजूरीने Foreclose करून नव्याने निविदा मागविण्यात याव्यात.</p> <p>ड) तथापि, कंत्राटामध्ये समाविष्ट असलेल्या जून्या कर व ड्युटीपेक्षा जीएसटीचा भार जास्त येत असेल तर, संबंधित कंत्राटातील अटी व शर्तीनुसार सक्षम अधिकाऱ्यांनी निर्णय घ्यावा.</p>

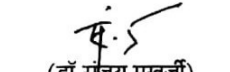
		इ	कंत्राटदाराने सादर केलेले प्रतिज्ञापत्र तसेच सनदी लेखापालाचे प्रमाणपत्र, जीएसटी कर निर्धारण प्राधिकरणाकडे (GST Assessing Authority) सत्यता पडताळणीसाठी पाठविण्यात यावे. तसेच सादर प्राधिकरणास, कंत्राटदाराने CGST Act, 2017 मधील कलम १७१ चे उल्लंघन केलेले असल्यास त्यानुसार मनपास अवगत करण्याबाबतची विनंती करण्यात यावी.
ब	१ जुलै २०१७ नंतर सादर होऊन २२ ऑगस्ट २०१७ पुर्वी कार्यादेश दिलेली कंत्राटे.	वरिल क्र.२(कार्यकंत्राटे)-अ अथवा ३(प्रगतीपथावरील कंत्राटे)-अ, यापैकी जे लागू होईल त्याप्रमाणे कार्यवाही करावी.	

यापुढे सर्व निविदांमध्ये सोबत जोडलेल्या Annexure-A प्रमाणे निविदाकाराकडून प्रतिज्ञापत्र घेण्यात यावे.

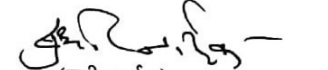
सर्व खातेप्रमुख / सहाय्यक आयुक्त / अधिष्ठाता / वैद्यकीय अधिक्षक यांनी उपरोक्त सूचनांची काटेकोर अंमलबजावणी करावी.

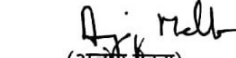

(स. क. अशंकार)
प्रमुख लेखापाल(पा.पु.म. नि:)


(राम धस)
उपायुक्त (म. ख. खा.)


(डॉ. संजय मुखर्जी)
अतिरिक्त आयुक्त (प्रकल्प)


(प्रदिप पडवळ)
प्रमुख लेखापाल(वित्त) प्र.


(सुधीर नाईक)
उपायुक्त (सामान्य प्रशासन)


(अजय महता)
मा. महानगरपालिका आयुक्त

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. : MGC/F/6565 dtd. 25-9-2018

CIRCULAR

Sub : Setting up the parameters of litigation history of the bidders.

As approved by Hon'ble M.C., the clause of litigation history be included as part of SBD as below :-

- 1) The bidder shall disclose the litigation history in Packet 'B' under the head "Details of Litigation History".

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

Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM, State Govt., Central Govt. or any authority under State or Central Govt./Govt. organisation initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM and MCGM is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for MCGM by any authority of MCGM and the orders passed by the competent authority or by any Court where MCGM is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the MCGM works which can spoil the quality, output, delivery of any goods or any work execution and within the timeframe.

- 2) The litigation history shall be treated as curable defect and hence, the portion/clause of SBD, (C) Bid Capacity at Pg. 15 & in the chapter of 'Instructions to Applicants' at Pg. 31 of the SBD will be now corrected by deleting the word litigation history and shall be read as below.

C) Bid Capacity :

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

Where,

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

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

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

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

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

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

All the concerned are directed to implement the above directions with immediate effect.

9/c

Director (E. S. & P.)

City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / H. E. / Ch.Eng. (WSP) /Ch.Eng.(S.P.) /Ch.Eng(S.O.)/ Ch.Eng.(MSDP) / Ch.Eng. (BM) / Ch.Eng.(Vig) / Ch.Eng. (M&E) / Ch.Eng.(D.P.)/Ch.Eng.(SWD) / Ch.Eng. (Coastal Road) / Ch.Eng.(SWM) / Ch.Eng.(CTIRC)/Dv. Ch.Eng.(HIC) / Dv.Ch.Eng.(SIC), Supt. of Gardens/

Asstt. Comm. Ward / Asstt. Comm.(Markets) / Asstt. Comm. (Estate) / Asstt. Comm.(Planning) / Asstt. Comm.(R.E.) City/W.S./E.S.

No. DIR/ES & P/915/MC dtd. 27-9-2018

C.C. to : DMC(MCO)/ DMC (Imp.) / DMC(GA)/ DMC(Vig)/ DMC(SE) / DMC(E)/ DMC(CPD)/ DMC(SWM)/DMC (Education)/DMC (RE)/ DMC(PH)/ DMC(Z-I) / DMC(Z-II) / DMC(Z-III) / DMC(Z-IV) / DMC(Z-V)/ DMC(Z-VI) / DMC(Z-VII) / C.A. (F) / C.A. (WSSD) / C.A. (C.P.D.) / Law Officer

Forwarded for information please.

9/c

Director (E.S. & P.)

No. No. DIR/ES & P/915/MC dtd. 27-9-2018

C.C. to:

Submitted please.

9/c

Director (E.S. & P.)

A.M.C.(City) / A.M.C.(E.S.) / A.M.C(W.S) / A.M.C(P)

Sir/Madam,

Municipal Corporation of Greater Mumbai

No. Dy.Ch.Eng./SWM/3957/Op. dt. /09/2018

CIRCULAR

28-9-2018

Subject: Implementation of the Construction and Demolition Waste Management Rules, 2016

Reference: i) Hon'ble Supreme Court's order in the Special Leave Petition (civil)
No. D 23708/2017, dated 15/03/2018
ii) Hon'ble M.C. Sir's Approval u/no. MGC/F/7076 dtd. 30.08.2018

The Construction and Demolition Waste Management Rules, 2016 is applicable to 'every waste resulting from construction, re-modeling, repair and demolition of any civil structure of individual or organisation or authority who generates construction and demolition waste such as building materials, debris, rubble'.

Hon'ble Supreme Court vide order dated 15/03/2018, has directed to dispose of construction and demolition waste material by following due procedure in accordance with the provisions of the Construction and Demolition Waste Management Rules, 2016".

In order to put curb on the un-authorisedly dumped waste, it is essential to control it by asking ward Maintenance department or any MCGM department to issue work-permission only after assessing the total estimated quantity of C&D waste likely to be generated out of the repairs / construction / trenching work or any such civil works, and asking them to make payment in advance or in stages of waste generation for the 'Debris on Call' system or transport C&D waste to designated unloading site.

Following standard operating procedure is proposed to be adopted:

- 1) MCGM department like A. E. (Maintenance), A. E. (B&F), H.E., S.O., S.P., M.S.D.P., W.S.P., S.W.D., S.W.M., C.E., B.C., B.M., Roads, Bridges, etc. carrying out civil work / repairs works etc. shall put condition in the tender / quotation / work order to dispose of C&D waste generated either by (i) 'Debris on Call' scheme if generation of C&D waste is less than 300MT for entire project or (ii) contractor shall transport to designated unloading site approved by MCGM S.W.M. department by following due procedure if C&D waste is more than 300MT for entire project.
- 2) The estimated quantity of the C&D waste generated shall be certified by A.E. (Maintenance) Ward or the concerned department.
- 3) If quantity of C&D waste is less than 300MT, A. E. (S.W.M.) Ward will issue Challan for making payment as per 'Debris on call' scheme on approval from Zonal Ex. Eng. (S.W.M.).
- 4) If quantity of C&D waste is more than 300MT, the contractor / agency will submit C&D waste management plan complete with requisite documents to Zonal Ex. Eng. (S.W.M.). On approval, the contractor / citizen / agency carrying out the civil works will be allowed to transport the C&D waste material to the designated unloading site.
- 5) The contractor / citizen / agency carrying out the civil works shall maintain & submit the appropriate record like date, quantity of C&D waste transported, vehicle No., Challan of Receipt of C&D waste from unloading site etc.
- 6) The whole system of issuing NOC for C&D waste transportation and payment will be made ONLINE and for this M/S. Softtech will be asked to develop appropriate software on the basis of existing norms being done for auto-DCR portal.
- 7) The proposals will be processed manually till the complete system fully operational online.
- 8) All the contractors / agencies using designated unloading site must maintain proper record of the C&D waste generated and transported along with date and vehicles through which C&D is transported & the copies of Challans from unloading site for having unloaded the C&D waste and submit the same to A.E. (S.W.M.) ward through concerned department.

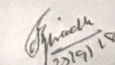
Sd/-07/08/2018
Ch. Eng. (S.W.M.)

Sd/-07/08/2018
D.M.C. (S.W.M.)

Sd/-10/08/2018
A.M.C.(E.S.)

Sd/-29/08/2018
Municipal Commissioner

Forwarded for information and compliance please


Dy. Ch. Eng. (SWM) Op.

D:\Online C&D Details\Unauthorised C&D waste.docx

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MUNICIPAL CORPORATION OF GREATER MUMBAI

No. AMC / ES / 2700 dt. 27.05.2019

CIRCULAR

Chief Engineer (Roads), Chief Engineer (S.W.D.), Chief Engineer (Bridges), Chief Engineer (S.W.M.) and Supdt. of Garden are hereby directed that henceforth no extension should be given to any works beyond stipulated time period, as mentioned in tender.

However, at the same time while forwarding any D.L. to M.S. for any work to be carried out, an undertaking should be obtained from the concerned contractor that the work will be completed within stipulated time period mentioned in tender and in case of not completing the work within that time period, penalty will be recovered for such lapses, as per tender condition.

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A. M. C. (E.S.)
27/05/19

Security Deposits.

- (ii) The Bid Security/EMD of L-3 and bidders shall be refunded immediately after opening of financial bid but the EMD/ASD submitted by the L-2 bidder will be returned after obtaining Standing Committee Resolution.

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

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

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

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

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

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

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

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

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

Sd/-13.10.2020
C.A.(Finance)Lc

Sd/-13.10.2020
Dir.(ES&P)

Sd/-23.10.2020
Municipal Commissioner

MUNICIPAL CORPORATION OF GREATER MUMBAI

Central Purchase Department

CIRCULAR

No. D.M.C./CPD/3217 Date: 02.03.2019

Sub : To incorporate new clause of Internal "GRIEVANCE REDRESSAL MECHANISM" in the standard Bid document.

Ref: i) CA/FRD/I/05 dt. 10.05.2016
ii) MGC/F/8155 dtd: 30.01.2019.

- Vide above reference, Hon'ble M.C. has granted to discontinue the existing Procurement Redressal Committee & to incorporate new clause of Internal "GRIEVANCE REDRESSAL MECHANISM" as mentioned below in the bid document.

INTERNAL GRIEVANCE REDRESSAL MECHANISM

M.C.G.M. has formed a internal Grievance Redressal Mechanism for redressal of bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, in Packet 'A', 'B' & 'C' can make an application for review of decision of responsiveness in Packet 'A', 'B' & 'C' within a period of 7 days or any such other period, as may be specified in the Bid document.

While making such an application to procuring entity for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

Provided that after declaration of a bidder as a successful in Packet 'A' (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet 'B' (Technical Bid), an application for review may be filed only by successful bidders of Packet 'A'. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable / responsive.

Upon receipt of such application for review, M.C.G.M. may decide whether the bid process is required to be suspended pending disposal of such review. The M.C.G.M. after examining the application and the documents available to him, give such reliefs, as

may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

M.C.G.M. shall deal and dispose off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid documents, as the case may be.

Where M.C.G.M. fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the 'Internal Procurement Redressal Committee' within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- and fee shall be paid in the form of D.D. in favour of M.C.G.M.

1st Appeal by the bidder against the decision of C.E./HoD/Dean can be made to concerned D.M.C /Director who should decide appeal in 7 days.

If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C for decision.

Grievance Redressal Committee (GRC) is headed by concerned D.M.C / Director of particular department for the first appeal / grievances by the bidder against the decision for responsiveness / non-responsiveness in Packet 'A', Packet 'B' or Packet 'C', and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.

This Grievance Redressal Committee (GRC) will be operated through DMC(CPD) office where appeals of aggrieved bidder will be received with fee of Rs. 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C and further proceeding will be carried out through registrar appointed by MCGM.

No application shall be maintainable before the redressal Committee in regard of any decision of the M.C.G.M. relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

On receipt of recommendation of the Committee, it will be communicated his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and/or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to five Lac rupees or two percent of the value of the procurement, whichever is higher.

- All head of department are therefore requested to take a note of above and process tenders accordingly.

Sd/- 21.02.19
D.M.C.(CPD)

CIRCULAR

2018-19

No. D.M.C./CPD/3217 Date: 02.03.2019

CC: to

Director (E&BP)	D.M.C.(E)	D.M.C.(S&E)	D.M.C.(SWM)	D.M.C.(Education)
D.M.C.(Vg.)	D.M.C.(Z-E)	D.M.C.(Z-II)	D.M.C.(Z-III)	D.M.C.(Z-IV)
D.M.C.(Z-V)	D.M.C.(Z-VI)	D.M.C.(Z-VII)	D.M.C.(A&C)	D.M.C.(Improvement)
D.M.C.(D.H)	D.M.C.(Spl.)	D.M.C.(M.C.'s Office)	D.M.C.(E.R.)	Director (M.E & M.F)
Ch.M.S.(Sp. Hosp.)	E.H.O Dean (LTMG Hosp. & Med. College)	P.S. to M.C. Dean (B.Y.L. Nair Hosp.)	C.E. Dean (Nair Hosp. Dental College)	P.S. to AMC(P)/w/s/c/d H.E.
Dean (KEM Hosp.)	Ch.E.(Roads & Traffic)	Ch.E.(M.S.D.P)	Ch.E.(SWD)	Ch.E.(S.O)
Ch.E.(D.P)	Ch.E.(W.S.P)	Ch.E.(Vg.)	Ch.E.(B.M)	Ch.E.(S.W.M)
Ch.E.(S.P)	Ch.E.(Bridge)	Ch.E.(C.T.L. & R.C)	Ch. LO	Edu. Officer
Ch.E.(M&E)	Security Officer	Law Officer	Supt. Of Garden	Supt. Of Licencor
N.A	M.S.	C.A.(T)	C.A.(T)	C.A.(W.S.S.O)

Copy submitted for information please

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DY. CA (Exp)
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14-5 04/03/19
DY/Ch.E.(CPD)

लेखा अधिकारी (अन्वय) 11
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बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२०-२१

क्र.प्रले(वित्त)/४२ दिनांक ०९.१.२०२१

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

संदर्भ:- एमडीडी/७८७८ दिनांक २७.०९.२०१६.

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

विद्यमान पध्दत:-

ई-निविदा सूचनेस प्रतिसाद करून ज्या ज्या कंत्राटदारानी वजा -१२% पेक्षा कमी दराने टक्केवारी उदधृत केली आहे, अश्या सर्व कंत्राटदारांना वजा १२% पेक्षा जास्त नमूद केलेल्या प्रत्येक टक्क्याला १% याप्रमाणे कोणतीही मर्यादा न ठेवता ऑनलाईन निविदा सादर करताना अतिरिक्त सुरक्षा अनामत रक्कम ऑनलाईन स्विकारली जाते.

सुधारित पध्दत:-

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

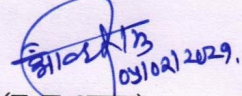
LoA)

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

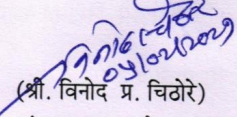
यापुढील कामाकरिताच्या मसुदानिविदेत परिपत्रकात नमूद केल्याप्रमाणे अतिरिक्त सुरक्षा अनामत रक्कमेबाबतची अट अंतर्भूत करण्यात यावी.

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



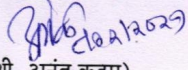
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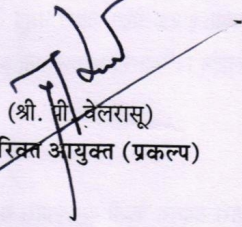
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संचालक (अ.से.व.प्र)



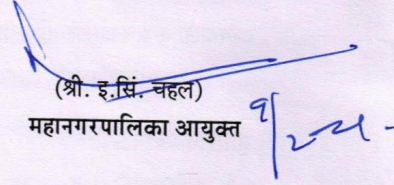
(श्री. अनंत कदम)

उपायुक्त —(पायाभूत सुविधा)



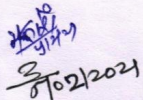
(श्री. पी. वेलरासू)

अतिरिक्त आयुक्त (प्रकल्प)



(श्री. इ.सिं. चहल)

महानगरपालिका आयुक्त



MUNICIPAL CORPORATION OF GREATER MUMBAI

No. : MGC/F/8659 Dtd. 07.09.2019.

Sub : Arbitration clause in the Standard General Conditions of Contract for Construction Works, 2016.

In one of the cases of W.S.P. regarding arbitration dispute, a note was submitted by DyLaw Officer (High Court, Suit & PIL) and subsequently the report is submitted by Jt. M.C. (Vig.) vide No. Jt.M.C./Vig./69/MC dtd. 21-8-2019 proposing a process to deal with the arbitration matters as per the Law & Judiciary, Govt. of Maharashtra, policy for institutional arbitration vide it's G.R. dtd. 13-10-2016 and the report submitted by Jt. M.C. (Vig.) is approved by Hon'ble M.C. on 17-8-2019.

There is a provision of arbitration clause in the Standard General Condition of Contract for Construction Works, point no. 13 (e) reads as follows :-

13.e) Arbitration and Jurisdiction:

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

Arbitration shall be effected by a single arbitrator agreed upon the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within the limits of Brihan Mumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision.

No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid.

All awards shall be in writing and for claims equivalent to 5,00,000 or more such awards shall state reasons for amounts awarded. The expenditure of arbitration shall be paid as may be determined by arbitrator.

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

As per Hon'ble M.C's approval dtd. 17-8-2019, the existing clause is now replaced as follows :

13.e Arbitration and Jurisdiction

If the Commissioner fails to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid or if the Contractor is dissatisfied with any such decision, then the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

i) In case of a contract where the contract price and/ or contract value is less than Rs. 5,00,00,000/- (Rupees Five Crore Only), any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act, 1996 (amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said 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,

बृहन्मुंबई महानगरपालिका

परिपत्रक

प्र.ले./वित्त/प्रकल्प/ 25 दि. 12/07/2022

विषय: महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध प्रकल्प कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये वस्तु व सेवा कराच्या अनुषंगाने अंतभूत करावयाच्या अटीबाबत.

संदर्भ: १) प्र.ले./वित्त/प्रकल्प/शहर/३३ दि.०४.०३.२०१७

२) प्र.ले./वित्त/प्रकल्प/शहर/१२०अ दि.०८.०५.२०१७

३) प्र.ले./वित्त/प्रकल्प/शहर/८ दि.१४.०७.२०१७

४) प्र.ले./वित्त/प्रकल्प/शहर/२८ दि.१०.११.२०१७

५) Press Release: 47th Meeting of the GST Council, Chandigarh
28th and 29th June, 2022.

बृहन्मुंबई महानगरपालिकेद्वारे हाती घेण्यात येणाऱ्या विविध प्रकल्प कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये वस्तु व सेवा कराच्या अनुषंगाने अंतभूत करावयाच्या अटीबाबत संदर्भित परिपत्रकान्वये सूचना प्रसृत केल्या आहेत.

वस्तु व सेवाकरांच्या दरात फेरबदल करण्याबाबत शासन विचाराधीन असल्याने महानगरपालिकेतील विविध कामांच्या निविदांबाबत संभाव्य निविदाकार महापालिकेस निवेदन सादर करत आहेत. अतएव, महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध प्रकल्प कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये संदर्भित क्र.५ अन्वये दिलेल्या वस्तु व सेवा कराच्या अनुषंगाने अंतभूत करावयाच्या अटीमध्ये खालीलप्रमाणे बदल करण्यात येत आहे.


विद्यमान अट	सुधारित अट
<p>“GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.</p> <p>Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.</p> <p>Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price variation.</p>	<p>“GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes <u>applicable at the time of bid submission</u>. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.</p> <p>Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.</p> <p>Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies / tolls etc. except that payment/recovery for overall market situation shall be made as per Price variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.</p>


उपरोक्त सुधारीत अट ही ज्या कामांच्या ई-निविदा/निविदा/दरपत्रक दस्तऐवज यामध्ये समाविष्ट केलेली असेल फक्त त्याच कामांकरिता लागू असेल.


अतएव, प्राप्त होणारे देकार प्रचलित वस्तु व सेवा करांच्या दरानुसार प्राप्त होणार असल्याने, सध्या ज्या ई-निविदा/निविदा/दरपत्रक मागविलेल्या आहेत अशा निविदांमध्ये

नियत दिनांकापूर्वी शुद्धीपत्रकाद्वारे उपरोक्त सुधारीत अट समाविष्ट करण्याबाबत तसेच यापुढे मागविण्यात येणाऱ्या ई-निविदा/निविदा/दरपत्रक यांमध्ये उपरोक्त सुधारीत अट समाविष्ट करण्याची संबंधित खातेप्रमुख यांनी दक्षता घ्यावी. तसेच वस्तु व सेवा कराच्या दरातील बदल हा शासन निर्णयामधील दिनांकापासुन प्रभाव्य राहिल.

सर्व खातेप्रमुख, रूग्णालयांचे अधिष्ठाता, सहायक आयुक्त, यांनी उपरोक्त सुचनांचे काटेकोरपणे अनुपालन करावे.


 (पांडुरंग गोसावी)
 प्रमुख लेखापाल (पा.पु.म.नि.)


 (रामदास आक्हाड)
 उप आयुक्त (वित्त)


 (प्रदिप पडवळ)
 प्रमुख लेखापाल (वित्त) प्र.


 (पी. वेण्कारासु)
 अतिरिक्त आयुक्त (प्रकल्प)

SECTION – 16

DRAWING

(Refer website: [portal.mcgm.gov.in/tender/Chief Engineer \(Bridges\)](http://portal.mcgm.gov.in/tender/Chief Engineer (Bridges)))

SECTION - 17
GENERAL CONDITIONS OF CONTRACT

(Refer website: [portal.mcgm.gov.in/tender/Chief Engineer \(Bridges\)](http://portal.mcgm.gov.in/tender/Chief Engineer (Bridges)))