



E-TENDERFOR

NameofWork: -Up-Gradation of Vehicle Washing System at Worli Garage.

BIDDOCUMENT

BidNo:- 7200038460 dated:- 20.10.2022

Website:portal.mcgm.gov.in/tenders

Office of Executive Engineer Tr. (City),

Dr. E. Mosses Road, Worli Naka,

Worli Mumbai - 400018.

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SECTION-1
E-TENDERNOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Chief Engineer(SWM)/Dy.Chief Engineer(SWM)Tr./E.E.(Tr.)City.

BidNo:7200038460 dated:.20.10.2022

E-TENDER NOTICE

Sub:Up-Gradation of Vehicle Washing System at Worli Garage.

The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites tenders 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 Indian companies' act 2013, the contractors registered with the BRIHANMUMBAI MUNICIPAL CORPORATION, (BMC) in appropriate class as per old registration and new registration and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three month time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

Bidding Process will comprise of THREE stages.

The application form can be downloaded from BMC's portal (<http://portal.mcgm.gov.in>) on payment of Rs. 2200/- + GST 18 %. 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 Headquarters.

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

iii) Fore-Tendering registration, enrolment for digital signature certificates and user

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

Name of Work	Contract Period	Earnest Money Deposit (EMD) (Rs.)	Tender Procuring Charges (Rs.)
Up-Gradation of Vehicle Washing System at Worli Garage.	03 months for Supply installation testing and commissioning	20,000/-	2200/- + (18% GST)

In terms of the 3 stages system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of Rs. 20,000/- (Twenty Thousand 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 is to be uploaded by the bidder in vendors' document online in Packet A, B. Packet A, B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Ex. Eng. Tr. (City) division. The Packet-C shall be opened if bid submission in Packet A & B satisfies/includes all the requirements and some are found acceptable to the Authority.

The Municipal Commissioner reserves the right to reject all or any of the 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 shall be displayed on the BMC Portal. (<http://portal.mcgm.gov.in>)

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

Office of the Executive Engineer Tr. (City) ,
Worli Garage Bldg, 1ST Floor,
Dr E Mosses Road, Worli Naka,
Worli Mumbai - 400018

The applicants may wish to visit the site under reference and can collect the information of the present status from the department who has 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/-
Ex.Eng.Tr. (City)

HeaderData

TenderDocumentNo	7200038460
NameofOrganization	BRIHANMUMBAI MUNICIPAL CORPORATION
Subject	Up-Gradaation of Vehicle Washing System at Worli Garage.
CostofTender	Rs2200.00+(18%GST)
BidSecurityDeposit/EMD	Rs20,000/-
Dateofissueandsaleoftender	29/10/2022 from 11:00hrs
Lastdate&timeforsaleoftender&ReceiptofBidSecurityDeposit	07/11/2022 upto16:00hrs
Submission of PacketA,B & Packet C (Online)	07/11/2022 upto16:00hrs
OpeningofPacketA	09/11/2022 after16:00hrs
OpeningofPacketB	09/11/2022 after16:01hrs
OpeningofPacketC	10/11/2022 after15:00hrs
Addressforcommunication	OfficeoftheExecutiveEngineerTr.(City),Dr E Mosses Road,Worli Naka, Worli Mumbai-400018 Email:eetrcity@gmail.com
Venueforopeningofbid	Ex.Eng.Tr.(City)'s office

This tender document is not transferable.

If any Addendum and/or Corrigendum are issued for the subject-tender, the details of the same will be published/uploaded on the website of BMC i.e. <http://portal.mcgm.gov.in> under Tenders>e-Tenders>Tenders. Prospective Bidders are requested to take the note of the same.

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

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

SECTION 2

ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA

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

Technical Capacity

The tenderer(s) in their own names should have satisfactorily executed the work of similar nature in 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, 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 work in this bid document, provided further that all other qualification criteria are satisfied.

For Up-Gradation of Vehicle Washing System at Worli Garage.		
Three similar completed works each costing not less than amount equal to:-	Two similar completed work each costing not less than amount equal to:-	One similar completed work each costing not less than amount equal to:-
Rs.4,00,000/-	Rs.5,00,000/-	Rs.8,00,000/-

Definition of similar work:

For assessing the technical capacity of the subject tender work of supply of liquid recycling vehicles/ mechanism or experience of supply of any other mechanical engineering equipment carried out in BMC / Semi Govt. / Govt. & Public Sector Organizations. In case of on-going works to be considered. Bidder must have received payment of 80% of the contract sum for the work/ works executed till last date of the month previous to the one in which bids are invited.

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

Financial Capacity

The Bidder shall have achieved an average annual financial as certified by Chartered Accountant equal to 30% of the estimated cost in last (3) financial years immediately preceding the financial year in which bids are invited. i.e. **Rs.6,00,000/-**

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

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

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

Sd/-

Ex.Eng.Tr.(City)

SECTION 3
DISCLAIMER

DISCLAIMER

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

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

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

The Brihanmumbai Municipal Corporation (BMC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-

tenderor otherwise, including the accuracy,adequacy, correctness, completenessorreliabilityofthee-tenderandany assessment, assumption, statement or information contained thereinordeemedtoformpartofthise-tenderorarisinginanywaywithpre-qualificationofApplicantsforparticipationintheBiddingProcess.TheBrihanmumbai Municipal Corporation(BMC) also accepts no liability of any nature whether resultingfromnegligenceorotherwisehowsoevercausedarisingfromrelianceofanyapplicantuponthe statementscontainedinthise-tender.

TheBrihanmumbai Municipal Corporation(BMC)may,initssolutediscretionbutwithoutbeingunderanyobligationtodoso,update,amendorsupplementtheinformation,assessmentorassumptionscontainedinthise-tender.

Theissueofthise-tenderdoes not implythattheMunicipalCorporationofGreaterMumbai (BMC) is bound to select and short-list pre-qualified Applications for Bid Stage or toappointtheselectedBidderorConcessionaire,asthecasemaybe,fortheProjectandtheBrihanmumbai Municipal Corporation(BMC) reservesthe right to reject alloranyoftheApplicationsorBidswithoutassigninganyreasonswhatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation andsubmissionofitsApplicationincludingbutnotlimitedtopreparation,copying,postage,delivery fees,expensesassociatedwithanydemonstrationsorpresentationswhichmayberequiredbyTheBrihanmumbai Municipal Corporation(BMC)oranyothercostsinconnectionwithorrelatingtoitsApplication.Allsuchcost sandexpenseswillremainwiththe ApplicantandTheBrihanmumbai Municipal Corporation(BMC) shall notbe liable in any manner whatsoever forthesameorforany othercostsorotherexpensesincurredbyan Applicantinpreparationorsubmission ofthe Application,regardlessoftheconductoroutcomeoftheBidding Process.

SECTION 4

INTRODUCTION

Background:

The Brihanmumbai Municipal Corporation is providing various civic services to the citizens of Mumbai while discharging its obligatory duties. The department of Chief Engineer (SWM) is in-charge of providing various modes of transportation Such as cars, garbage compactors, buses, trucks, ambulance and other transport services from the various garages spread all over the city. The vital services such as Trucks, encroachment vehicles, water tanker are Tender from the Worli garage. These vehicles are washed regularly. For which vehicle washing machine is installed at Worli garage. About 4000 to 5000 liters of water is used daily for the washing. To reuse this water it is necessary to purify this water. Hence it is proposed to design and install recycling unit to treat the used water of vehicle washing system

It is therefore proposed to collect the waste water from vehicle washing system in water tank, treat it and reuse it again for vehicle washing application at Worli garage

The vehicle washing machine system is installed at Worli garage is to be upgraded with providing recycling waste water system so that the waste water from the vehicle washing system can be purified and reuse again for vehicle washing operation

The proposal under reference is for Design, manufacture, install and commission waste water recycle system to existing vehicle washing system at Worli. It may be made it clear that the BMC is interested to involve resourceful and experienced parties to comply with technical objectives as prescribed hereafter. Therefore, experienced and interested bidders shall visit the sites at Worli garage under E.E.(Tr.)City and assess themselves about the scope and quantum of the work with assurance of good quality performance before quoting the rates for the subject tender.

4.1 Scope of Work:

The Scope of Work and Technical Specifications are defined in Section 7 (page no.39) in details

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.

- 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 reads as "Sale Date"

End Date reads as "Submission Date" Supplier reads as "Contractor/bidder" Vendor reads as "Contractor/bidder"

Vendor Quotation reads as "Contractors Bid/Offer" Purchaser reads as "Department/BMC"

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

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

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

- a. Contractors already registered with BMC will approach to Vendor Transfer cell.
- b. Submit this detail such as (name, vendor code, address, registered Email ID, pan

cardetc.)toVendortransfercell.

c. BMCauthorityforVendorTransfer,transferstheVendortoSRMapplicationfromR3systemtoSRMsystem.

d. TransferredVendorreceivesUserIDcreationlinkinhissuppliedmailId.

e. VendorcreateshisUserIDandPasswordfore-tenderingapplicationsbyaccessinglinksenttohismailID.

III. OnlineSelfRegistration(TemporaryregistrationforapplicantnotregisteredwithBMC)

a. VendorfillsupSelfRegistrationformviaaccessingBMCportal.

b. VendorTransfercell(sameasmentionedabove)accessesSupplierRegistrationsystemandacceptstheVendorrequest.

c. AcceptedVendorreceivesUserIDcreationemailwithLinkinhissuppliedmailId.

d. VendorcreateshisUserIDandPasswordfore-tenderingapplication.

IV. CONTRACTORSBIDDING:ApplicantwillQuoteandUploadTenderDocuments

1. Accesse-tenderlinkofSRMPortal

2. LoginwithUserIDandPassword

3. SelectsdesiredBidInvitation(hewantstobid)

4. TodownloadtenderdocumentscontractorswillhavetopayonlineTenderfee.Thesame can be done by accessing Pay Tender Fees option. By this one shall be able to payTenderfee throughPaymentGateway-
Iftransactionsuccessful,Contractorscanregisterhisinteresttoparticipate.WithoutRegistration onecannotquotefortheBid/Tender.

5. ApplicantwilldownloadTenderDocumentsfromInformationfrompurchasertabbyaccessing Purchaserdocumentfolderthroughcollaboration‘C’folderlink.

6. Applicant willupload Packet **A** related and Packet **B** related Documents in Packet**A** andPacket**B**folderrespectivelybyaccessingthesefoldersthrough“MyNotes”Tabandcollaborationf olderlink.

7. Allthedocumentsuploadedhavetobedigitallysignedandsaved.Contractorscanprocuretheredigitalsignature fromanycertifiedCA’sinIndia.

8. EMD and ASD, if applicable, shall be paid online in the EMD and ASD tab for bidders in E-Tendering systembeforesubmissionofduedate.

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 shall be treated as at par. By default the value is zero only.
10. Applicants to check the bid, digitally sign & save and submit this 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 does 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** are to be uploaded by the tenderer in 'Vendor's document' online in Packet A & B. Before purchasing/ downloading the tender copy, tenderer may refer to post-Qualification criteria mentioned in 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 centres 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 shall be opened as per the time-table shown in the Header Data in the office of Ex. Engineer (Transport) City.

The Municipal Commissioner reserves the right to reject all or any of the 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 shall be displayed on the BMC Portal (<http://portal.mcgm.gov.in>).

SECTION 6
INSTRUCTIONSTO
APPLICANTS

A. Scope of Application

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

B. Eligibility of Applicants

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

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

C. Bid Capacity: Deleted

D. Equipment Capabilities as required for this work

The successful bidder shall understand that this is the tender for Sup Improvement of cleaning facility with automatic cleanings system for BMC fleets under Dy.Ch.Engineer (TR).

The successful Bidder shall Improvement of cleaning facility with automatic cleanings system for BMC fleets as per Technical Specifications.

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

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

E. Technical Personnel: Deleted

F. Time Period of the contract

Entire work of Improvement of cleaning facility with automatic cleanings system for BMC fleets. The supply of the equipments, installation and commissioning shall be done in 03 months. It should be complete within 03 Months of time from the date of award of contract.

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 the Standard General Conditions of Contract.

G. Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time, a penalty of Rs.5000/- per day shall be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with the 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 are taken against the contractor for recovery of the documents.

I. The amount of Security Deposit retained by the BMC shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the working good order, the amount

of security deposit retained by BMC shall be adjusted to-wardstheexcess cost incurredbytheDepartmentonrectificationwork.

J: Actionwhenwholesecuritydepositisforfeited:

InanycaseinwhichunderanyClauseofthiscontract,thecontractorshallhave rendered himselfliabletopaycompensationamountingtothewholeofthissecuritydepositwhetherpaid in one sumor deducted byinstalmentsor in the caseof abandonment oftheworkowningto seriousillness ordeathofthecontractororanyother cause,the EngineeronbehalfoftheMunicipalCommissionersshallhavepowertoadoptanyofthefollowingprocess,a shemaydeembest suitedtotheinterestofBMC.

(a) To rescind the contract (for which recession notice in writing to the contractor under the head of Executive Engineers shall be conclusive evidence) and in that case, these 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 forgetting 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 shall be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner

and at the same rates as if it had been carried out by the contractor under the terms of this 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 works 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 contractor's 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.

K. Contract may be rescinded and security deposit forfeited for bribing a public officer or if the contractor becomes insolvent:

If the contractor assigns or sublets his contract or attempts to do, or become insolvent or commence any proceeding to get himself adjudicated as insolvent or make any composition with his creditors, or attempts 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.

L. Infrastructural set-up:

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

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

N. Joint Venture: Not allowed

O. Force Majeure

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

P. obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.

Submission of Tenders

PACKET-

A

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

- a) Valid Registration Certificate. The contractors who are not registered with BMC will have to apply for registering their firm within three months' time period from award of contract, otherwise their Bid Security i.e. E.M.D. (Earnest Money Deposit) shall be forfeited/recovered and an amount equal to Registration Fee of respective class shall be recovered as penalty.
 - b) Valid Bank Solvency Certificate of minimum solvency amount of Rs. 8.00 lakhs as governed by Registration Rules in force for respective Class of Contractor for M&E works. The Bank Solvency Certificate shall be prior to Twelve (12) months of the due date of the tender.
 - c) A document in support of Registration under GST Act 2017. In case Goods and Service Tax is made applicable, the rules, regulations, guidelines, circulars, communications etc. issued in this regard either by Govt. of India, Govt. of Maharashtra or BMC shall be made applicable.
 - d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operatives societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents shall be insisted.
 - e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasurer) of BMC.
- The bidders shall categorically provide their E-mail ID in packet 'A'.

NOTE:

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

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

PACKET-'B'

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

- a) The list of similar type of works as stated in the Eligible Criteria in the role of Prime Contractor or as nominated sub-contractor. Information furnished in the prescribed proforma (Proforma-I) shall be supported by the certified duly self-attested.
- b) Annual financial turnover for preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bids are invited. Copies of Applicants duly **audited** balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited (Proforma-II).
- c) 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 to other contracts (Certificate from Bankers/C.A./Financial Institution shall be accepted as evidence).
- d) The bidders shall give undertaking on Rs.500/- stamp paper that it is his/their sole responsibility to arrange the required infrastructure before start of the work (Proforma VII).
- e) Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
- f) The undertaking of Rs.500/- stamp paper as per the 'Annexure B & C'.

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

- g) The tenderers shall upload work plan as per the following outline:
 1. Organizational setup envisaged by the contractors.
 2. Office/Workshop setup.

h) Details of Litigation History: The bidder shall disclose the litigation history in Packet 'B' under the head – Details of Litigation History. If there is no litigation history the bidder shall specifically mention that there is no litigation history against him as per the clause of litigation history. In case there is litigation history-

Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under state or Central Govt. organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is the party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party.

While taking decision on litigation history, the concerned Chief Engineer or D.M.C. or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the BMC works which can spoil the quality, output, delivery of any goods or any work execution and within the time frame.

The litigation history shall be treated as a curable defect.

i) The detail drawings as per Part V

Note:

- i) Deleted.**
- ii)** The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1984, if the tenderer has more than 10 employees / persons on his establishment (in case of production by use of energy) and 20 employees / persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case of less employees / persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs.200/- stamp paper as per circular no. CA/FRD/I/65 of 30.03.2013.

- iii) The successful bidder shall submit valid registration certificate under E.P.F.&M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the successful bidder has less employees / persons mentioned above then the successful bidder has to submit an undertaking to that effect of Rs.200/- stamp paper as per circularu/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 shortfall shall be communicated to the tenderer through e-mail only and compliance required to be made within a time period of three working days otherwise they shall be treated as non-responsive.

Packet 'C'

For Packet 'C' tenderer(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quote his itemwise rate.

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

BID SECURITY/EMD

- The bidders shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
 - The tenderer shall pay the EMD online instead of paying the EMD at any of the CFC centers in BMC Ward Offices.
 - Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
 - The Bid Security of the successful bidder shall be discharged when the bidder has signed the Agreement and furnished the required Security Deposits.
 - The Bid Security/ EMD of L-3 and bidder shall be refunded immediately after opening of financial bid but, the EMD submitted by the L-2 bidders shall be returned after obtaining Standing Committee Resolution.
 - The Bid Security may be forfeited:
 - a) If the bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid) during the period of Bid validity;
 - b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i) Sign the Agreement and/or
 - ii) Furnish the required Security Deposits.
- 1) The cases wherein if the shortfalls are not complied by a contractor, shall be informed to Registration and Monitoring Cell. Such non-submission of documents shall be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
- 2) No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid shall be liable for rejection.

Note:

i) Curable Defects shall mean shortfalls in submissions such as:

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

ii) Non-curable Defects shall mean

- a. In-adequate submission of EMD/ASD amount,
- b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.

BID VALIDITY

- **Bids shall remain valid for a period of not less than one eighty (180) days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.**
- In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but shall be required to extend the validity of this bid security for a period of the extension.

DEFECT LIABILITY PERIOD:

The contractor is expected to carry out the construction / fabrication work in Workmen like manners 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 for the period of minimum 3 years.

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit:

These security deposits shall mean and comprise of

1. Contract Deposit.
2. Retention Money: Deleted

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

II. Retention Money: Deleted

B. Additional Security Deposit: * (NOT APPLICABLE FOR THIS TENDER) *****

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

Additional Security Deposit = $(X/100) \times$ office estimated cost, Where X = percentage rebate quoted above 12%.

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

C. Performance Guarantee: Deleted

D. Refund of Security Deposit

I. Refund of Contract Deposit:

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

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

d) Provided that there is no demand outstanding in BMC against the Contractor.

II. Refund of Retention Money: Deleted

III. Refund of Additional Security Deposit:* (NOT APPLICABLE FOR THIS TENDER)*****

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

IV. Refund of Performance Guarantee: Deleted

***Note:**

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

E. Legal+StationaryCharges:(Asperapplicablelatestcircular)

Successful tender shall pay the Legal Charges + Stationary charges as per Circular no.10318 dtd. 24.03.2022 or as amended. From 01.04.2022 to 31.03.2023 as follows –

Sr N o	Contractvalue(Rs.)	Legalch arges(Rs .)
1.	10,001 to 50,000	Nil
2.	50,001 to 1,00,000	6,290/-
3.	1,00,001 to 3,00,000	10,380/-
4.	3,00,001 to 5,00,000	12,470/-
5.	5,00,001 to 10,00,000	14,510/-
6.	10,00,001 to 20,00,000	16,570/-
7.	20,00,001 to 40,00,000	18,660/-
8.	40,00,001 to 1,00,00,000	20,720/-
9.	1,00,00,001 to 10,00,00,000	24,450/-
10.	10,00,00,001 to 20,00,00,000	28,220/-
11.	20,00,00,001 to 30,00,00,000	31,980/-
12.	30,00,00,001 to 40,00,00,000	35,740/-
13.	40,00,00,001 to 50,00,00,000	39,470/-
14.	50,00,00,001 to 100,00,00,000	47,000/-
15.	100,00,00,001 to 200,00,00,000	58,270/-
16.	200,00,00,001 to 300,00,00,000	65,770/-
17.	300,00,00,001 to 400,00,00,000	75,120/-
18.	400,00,00,001 to 500,00,00,000	84,510/-
19.	500,00,00,001 to Anyamount	93,920/-

F. StampDuty:(Asperapplicablecircular)

Itshallbeincumbentonthesuccessfultenderertopaystampdutyonthecontract.

- i. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or

in some other form) in its execution and includes a sub-contract, as under:

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

ii. The successful bidders 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 shall be considered as baseless and not accepted for qualification criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places.

The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidders 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. The subject shall clearly bear the following identification / title: "**Queries / Request for Additional Information: TENDER for**" "Subject of the tender". Any changes in

mail ID shall be intimated on the portal.

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

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

The bidder shall need to submit the additional ASD if applicable within 7 days after receipt of notification issued by concerned Chief Engineer. Also, the "Performance Guarantee" shall be paid in specified time period after receipt of "Letter of Acceptance."

SECTION 7

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION

Sub: - Up gradation of vehicle washing machine at Worli Garage

At present the vehicle washing system exists at worli garage. Garage uses about 5000 to 10000 ltrs of water daily to wash the vehicles. This water can be saved and reused by purifying and recycling the waste water. Hence it is proposed to collect the waste water from washing system in water tank, treat it and reuse it again for vehicle washing application at Worli garage.

The system is to be upgraded with provision of recycling of waste water. The bidders wish to participate in this tender, shall visit the garage to inspect the existing vehicle washing system and site conditions. On the basis of survey, the bidder should design recycling of waste water system and submit his offer. He has to synchronous the recycling system with the existing vehicle washing machine. If vehicle washing system fails due to faulty recycling system installed by successful bidder, it will be responsibility of the bidder to repair the same and put in operation without charging any extra cost. Moreover a penalty of Rs 2000 per day will be charged for breakdown/ non working of vehicle washing machine.

- 1) The water recycling system shall work on the basis of RO recycling system.
- 2) The tenderer shall supply the recycling system along with PVC water storage tank of 3,000 liter capacity to store the recycled water.
- 3) The recycling system shall have capacity of 30 KLD with following equipments:
- 4) The system shall be designed on the basis that using 60% of water from recycled water and 40% from fresh water.

Waste Water storage tank → Pump → Filters 0 medias

The components of Recycling system and its specification shall be as follows

I. Raw water Pump– 1No.

- a. The pump shall act like feeder for the filtration system.
- b. This pump shall be a mono block horizontal type having rated power of 0.25kW. The pump shall have flow rate of 1m³/hr at 20 meter of head. Material of construction shall be Cast Iron.
- c. Pump of Tosho/ Kirloskar make will be preferred.
- d. The pump shall be placed at the suitable place to take out the water from the water tank where waste water of vehicle washing system is stored and feed to filtration system

II. Electrical Panel :

The system shall have electrical panel to operate the pump on and off. It shall comprise of phase changer facility to avoid failure during change in phase sequence. The panel shall have MCB and

indicating meters such as voltage meter, current meter. The panel shall be from MS material with Powder coating.

III. Filters : Filtration shall be done in various stages to get assured treated water for reuse.

- a. Chemical dosing: - before filtration the chemical dosing system having working pressure 3 kg/cm², working flow of 0-6 LPH. Dosing PVC tank of 100 liters capacity shall be used for this recycling system. It shall be installed on pipe line after the pump and before filtering system.
- b. **Sand Filter:** The manually operating multi grade sand filter shall be made up of FRP. It shall be down flow type having size of 350 mm dia X1625 mm height approx. The filters shall be with filter, rinse and backwash provisions for day-to-day cleaning of the filtering system to maintain efficiency of system. To achieve this manual operated multiport valve shall be provided. The flow rate of 1m³/hr and working pressure between 1.8-2.6 kgandcm² shall be maintained throughout the whole filter. It shall have backwash provision for cleaning/removing sludge. The media for multi grade Sand filter shall be Pebbles, media and sand
- c. **Activated carbon &Charcoal:** This manually operating filter shall be made up of FRP.It shall be down flow type having size of 350 mm dia X1625 mm height approx. The filters shall be with filter, rinse and backwash provisions for day-to-day cleaning of the filtering system to maintain efficiency inoperation. This shall be done with the help of manual multiport valve. The flow rate of 1m³/hr and working pressure between 1.8-2.6 kg/cm²shall be maintain in whole filter. Filter shall have backwash provision for cleaning. Themedia for multi grade Sand filter shall be made up of Pebbles, sand, Carbon and Iodine
- d. **Bag filters :**This filter unit shall comprises of2 Nos. of **5 microns**.Filtering element, each shall be of sizes 4” x 20” long approximatelyand shall be housed in PP. The flow rate of 1m³/hr with working pressure of 2kg/cm²shall be maintainedthroughout this filter.
- e. **Micron Cartridge (RO) filter :**This filter unit shall comprises of 2 Nos. of **5 micron membrane**.Filtering element, each shall be of sizes 4” x 20” long approximately and shall be housed in PP. The flow rate of 1m³/hr with working pressure of 2kg/cm² shall be maintained throughout this filter.

IV. Four nos. of Burden type pressure gauges shall be provided at various stages for monitoring of pressure during the operation. These pressure gauges shall be installed before every filter.

V. A Float type Rota meter shall be provided immediately after pump. It shall be made from Acrylic.

- VI.** To provide proper channel to collect water in sump. To provide wire mesh strainer to avoid the entry of floating/solid material's entry in to the sump. The sump shall be of 100 ltr capacity. The bidder shall provide grease trap after the sump.
- VII.** The successful bidder shall provide brick missionary water tank to collect used water from vehicle washing system the capacity of the tank shall be approximately 2000 liters. The tank shall be fully water proof. The tank opening shall be covered as per requirement of the site engineer.
- VIII.** The successful bidder shall provide 3000 ltrs capacity PVC water tank to store recycled water. The tank shall be provided with the inlet connection from recycling system as well as connect to existing connection. The outlet of the tank shall be connected to vehicle washing system. The bidder shall provide overflow connection & required valves on the pipes.
- IX.** The required pipe line from pump to filter media and between the filter media and to feeding water tank of Vehicle washing system shall be provided and installed by the successful bidder. All the joints of pipe line shall be leak proof. The waste water purification system shall work automatically with the levels in the waste water tank. Necessary Valves, ball valve shall be installed on pipe line. The setting shall be made as per requirement of site engineer. For this purpose required auto system shall be installed
- X.** To install all the component of the system at the site shown by site Engineer with proper foundation by using required fasteners, etc. To install the required electrical panels and auto systems to start /stop the pumps/system.
- XI.** After installation of the system to reinstate the site by removing debris etc. generated while work is in progress and clear the site
- XII.** To paint installed units with one coat of red oxide and two coats of approved enamel paint wherever necessary.
- XIII.** The BMC will provide clean and properly leveled surface for installation of recycling system.
- XIV.** The BMC will provide air, water& electricity with earthing up to the switch gear of recycling plant
- XV.** To commission and give successful trial runs to the site engineer and handover the system to BMC.

AMC of Recycling system

- i. The scope of work also includes 3 years (one year warranty plus two years maintenance) routine maintenance of the equipment as per manufacturer's guidance from the date of commissioning of the system. It covers day to day maintenance of equipment with prescribed level of maintenance service adjustment, settings, etc. The preventive maintenance shall be carried out in required sequence at the garages and for which trained personnel should be appointed. Trained personnel will inspect the equipment once in a month at respective garage and carryout maintenance work.
- ii. The following consumables are required to be replaced during the period of three years by the successful bidder.
 - a) Carbon 50 kg After every 6 month
 - b) Bag filter after every 2 month
 - c) Cartridge filter After- every 1 month
 - d) Chemical- 100 gram per day
- iii. During warranty of one year for equipment from the date of commissioning, the contractor shall have to carry out routine and preventive maintenance. Replace the part if found malfunctioning as per manufacturer's guidelines. The contractor shall submit the list of these items during warranty period. The material and labour cost during the warranty period will not to be paid to contractor by BMC. The Bidder has to consider while quoting their commercial offer. The maintenance cost will be payable for 2nd year as per bill of quantity.
- iv. The spare parts and items which are required to be changed on account of accidental damages / theft and which cannot form a part of routine maintenance will be reimbursed by BMC at actuals. However, the labour charges for minor works shall be borne by the successful bidder. For major work, the successful bidder shall carry out the job at prevailing rate of minimum wages Act approved by State Govt. The successful bidder shall keep adequate spare parts in their stock to render satisfactory service without any interruption. The spare part so required to be replaced shall be charged as per price list submitted along with the bid. The price list should indicate clearly taxes, duties and other charges i. e. labour charges if any.
- v. The contractor shall replace all faulty parts and spares or as advised by manufacturer as per schedule during warranty period.
- vi. Bidder shall raise quarterly bill for payment of maintenance work. Payment will be made as per Municipal procedure i.e. within 30 days from the date of receipt of the bill.

1 General Terms & Conditions

The contractor shall note the following points during submission of tender and execution of the work.

- i) The contractor is advised to visit the site before submitting the offer to get acquainted with the job and exact scope and nature of work.
- ii) The contractor shall arrange all the tools and tackles, machinery, safety devices, scaffolding, ladders, etc. and shall deliver all required material at site and communicate the work program to the engineer seven days in advance. If BMC authorities are convinced about readiness of manpower and material at site, the contractor shall be allowed to commence the work.
- iii) Available water and electricity will only be allowed to use and no extra provision will be made from any other source by BMC.
- iv) The contractor shall include in his cost all the taxes, duties, charges, etc. and shall be responsible to pay taxes such as GST, income tax, and any other local taxes etc. to appropriate authority and these taxes will not be reimbursed by BMC. The contractor shall include all transportation & travelling expenses in their quoted cost.
- v) The contractor shall make provision for material / accessories which are not mentioned in the tender but required for successful completion of the work mentioned in the scope of work. All the items and works which are required for satisfactory completion and guaranteed performance of the system are deemed to be included in the offer and no extra cost will be paid by M.C.G.M.
- vi) The work or part of work which is difficult to carry out in day time can be carried out in the night time with prior intimation & permission of the engineer.
- vii) The contractor shall carry out the work with best workmanship with standard engineering practices under supervision of the engineer.
- viii) All the electrical works shall be carried out with qualified and experienced staff and as per applicable I.E. rules.
- ix) If any of the municipal property is unduly damaged due to negligence of the contractor, the contractor shall have to make it good to the satisfaction of BMC site engineer, without any extra cost to BMC.
- x) The contractor shall be allowed to work during office hours i.e. from 8:00a.m. to 5:00 p.m. on working days only.

2 Safety Requirements

The contractor while performing the works shall take into consideration safety aspects against electrical, mechanical and health hazards to the workmen as well as safety of the installation and plan his work and shall take into consideration following points.

- i) The contractor is requested to fulfill all safety requirements and follow all required safety procedures.
- ii) The contractor shall provide safety apparels, like hand gloves, safety shoes, oxygen masks, oxygen cylinder, gas detector, helmets, gum boots, raincoats, harness belts, disposable aprons, wader suit, etc. to his workmen and the same shall be used depending upon the nature of work and as directed by engineer. First aid box & personnel material like toilet soap, hand cleaner etc. shall be provided at site.
- iii) Sufficient ventilation and lighting arrangement shall be made for safe and comfortable working in the confined space.
- iv) Confined space entry shall be done with safety belts and after satisfactory isolation of the sewers.
- v) Lowering and lifting of material / equipments in confined space shall be done with utmost care and with all safety measures.
- vi) The contractor shall follow all safety rules and regulations for sewage work and other regulations framed by Director, Safety and Health while carrying out the work.
- vii) The contractor shall take all safety measures while carrying out electrical works and shall follow applicable I.E. rules.

BMC will not be responsible for any mishap happened to men, material of the contractor due to the negligence on account of non observance of the safety aspects by his staff.

SPECIAL DIRECTIONS TO THE TENDERERS

The scope of work involves To study, design, manufacture, install and commission the auto drizzler mechanism to automatically spray Enzyme base Bio culture on refuse in the hopper of the compactors. Fabricate, supply and install Bio culture spraying arrangement on compactor to spray on collection spots. To carry out Annual Maintenance of System for 02 years.

The specifications only show the requirements briefly. Each tenderer shall attach descriptive literature along with detailed technical brochure describing the items covering all the salient features so that an explanation will be available with the tender as to how the tender meets the requirement stipulated herein.

1. The tenderer should have to furnish the complete technical information.

2. **WARRANTY**

The bidders shall submit warranty of minimum 01 years.

3. **WORKMANSHIP AND MATERIAL**

Workmanship executed shall be of the highest order. All safety measures shall be adopted for all the installations.

4. **FINISH**

The successful tenderer shall arrange demonstration, operational and maintenance training programmed for the BMC staff in case of maintenance of vehicles is to be carried out and the system is required to be shut off during maintenance.

5. **Quantity Variation**

The successful Tenderer shall carry out the work of installation of Auto drizzler mechanism for +/- 25 % Quantity of Refuse Compactors at the same rates terms and conditions quoted for the subject tender with the contract period of Two (02) years.

6. **Payment Terms:**

The payment will be released after satisfactory installation, testing and commissioning of the system within 30 Days from submitting bills as per normal Municipal procedures. For Maintenance of system quarterly payment will made subject to checking and verifications of the bill. The payment terms for Annual Maintenance Contract can be changed only after the approval of the competent authorities.

7. **Penalty Clause:**

There shall be regular review regarding the performance of the contractor by BMC. In case, at any stage, it is observed that the performance of the contractor is unsatisfactory or discrepancies are

ound in the workscarried out by contractor, BMC reserves the right to cancel the contract and blacklist the contractual firm(s) after giving due opportunity.

8. Penalty for delay in supply:-

For failure to complete the work / supply the articles within the stipulated period a penalty equivalent to 1/2% per week or part thereof on the value of the delayed work/delivery articles/services shall be recovered from the successful tenderer without any reference to the successful tenderer. The amount of the penalty shall be, however, subject to the maximum of 10% of value of the delayed work may be fixed by Chief Engineer (SWM)/Jt.M.C.(SWM).

9. Penalty for inferior quality of material:-

- a) In case the Contractors at any time during the continuance of these presents supply any of the material mentioned in schedule is rejected because of inferior quality, the Municipal Commissioner reserves right to levy penalty for such inferior supply from contract, not exceeding 20% of the cost of supplied material.
- b) The period required for the replacement of inferior quality of material with approved quality material shall be made within seven (7) days or as decided by BMC.

Note:

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

SECTION 8

BILLOFQUANTITIES

Scheduled Bill of Quantities and Rate

Sub :- Upgradation of Vehicle washing machine at Worli Garage

Sr. No.	Description of item	Qty	Rate in Rs.	Unit	Remarks
i.	Supply & Installation of Water Recycling System for Vehicle Cleaning System	1 Unit		1 Unit	Rate to be filled online in cl of all taxes as per specs
ii.	3000Ltrs. Plastic Water tank	1 Unit		1 Unit	Rate to be filled online in cl of all taxes as per specs
iii.	1000Ltrs. In-ground tank	1 Unit		1 Unit	Rate to be filled online in cl of all taxes as per specs
iv.	Pumping assembly & Control panel	1 Unit		1 Unit	Rate to be filled online in cl of all taxes as per specs
v	AMC II nd year	12 months		Month	Rate to be filled online in cl of all taxes as per specs
vi	AMC III rd year	12 months		Month	Rate to be filled online in cl of all taxes as per specs

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

SECTION 9

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

A. General

1. Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The “Contract” shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor, Commissioner and the Corporation together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

The Contract Data defines the documents and other information which comprise the Contract.

The “Contractor” shall mean the individual or firm or company whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company, but not (except with the consent of the Employer) any assignee of such person.

The Bidder is a person or corporate body who has desired to submit Bid to carry out the Works, including routine maintenance till the tender process is concluded.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The “Contract Sum” means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction therefrom as may be made under the provisions hereinafter contained.

Note: The contract sum shall include the following –

- In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the Contractor's percentage.
- In the case of item rate contracts, the cost of the work arrived at after finalisation of the quantities shown in schedule of items / quantities by the item rates quoted by the tenderer for various items and summation of the extended cost of each item.
- In case of lump sum contract, the sum for which tender is accepted.

- Special discount/rebate/tradediscount offered by the tenderer if any and accepted by the Corporation.
- Additions or deletions that are accepted after opening of the tenders.

The “Contract Cost” means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by the Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

Drawings means all the drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Contractor and approved by the Engineer.

The Authority shall mean Municipal Corporation of Greater Mumbai (BMC)

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

The Engineer in-charge shall mean the Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering department i.e. Dy.Ch.Eng/Ch.Eng. and shall mean and include all the successors in BMC

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

The “Engineer” shall mean the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer, appointed for the time being or any other officer or officers of the Municipal Corporation who may be authorized by the commissioner to carry out the functions of the City Engineer/the Hydraulic Engineer/the Chief Engineer/the Special Engineer or any other competent person appointed by the employer and notified in writing to the Contractor to act in replacement of the Engineer from time to time.

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

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

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

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

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

Routine Maintenance is the maintenance of activities of the completed structure for five years as specified in the Contract Data.

The "Site" shall mean the land and other places including water bodies more specifically mentioned in the special conditions of the tender, on, under in or through which the permanent works or temporary works are to be executed and any other lands and places provided by the Municipal Corporation for working space or any other purpose as may be specifically designated in the contract as forming part of the site.

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

"Specification" shall mean the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Engineer.

The Start Date/Commencement Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A Nominated Sub-

Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work and/or routine maintenance in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

Variation means a change to the:-

- i) Specification and/or Drawings (if any) which is instructed by the Employer.
- ii) Scope in the Contract which is instructed by the Employer.
- iii) Price in the Contract which is instructed by the Employer.

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turnover to the Employer. Routine maintenance is defined separately.

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

2. Interpretation

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

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

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

(5) Contract Data, (6) Special Conditions of Contract Part (7) General Conditions of Contract Part I,

(8) Specifications, (9) Drawings, (10) Bill of Quantities, and (11) Any other document listed in the Contract Data.

3 .Engineer'sDecisions

Exceptwhereotherwisepecificallystated,theEngineerwilldecidecontractualmattersbetween the Employer and the Contractor in the role representing the Employer. However, if theEngineer is required under the rules and regulations and orders of the Employer to obtain priorapproval of someotherauthorities for specific actions, he willsoobtain the approval, beforecommunicatinghis decisiontothe Contractor.

ExceptasexpresslystatedintheContract,theEngineershallnothaveanyauthoritytorelieve theContractorofanyofhisobligationsunderthecontract.

4. Delegation

TheEngineer,withtheapprovaloftheEmployer,maydelegateanyofhisdutiesandresponsibilities to other person(s), except to the Adjudicator, after notifying the Contractor, andmaycancelanydelegationafternotifying theContractor.

5. Communications

All certificates, notices or instructions to be given to theContractorbyEmployer/ Engineershallbe sent on the address or contact details given by the Contractor of Bid. The address and contactdetailsforcommunicationwiththeEmployer/EngineershallbeasperthedetailsgiveninContract Data. Communications between parties that are referred to in the conditions shall be inwriting.TheNoticesentbyfacsimile(fax)orotherelectronicmeansshallbeeffectiveonconfirmationoftheransmission.TheNoticesentbyRegisteredpostorSpeedpostshallbeeffective on delivery or at the expiry of the normal delivery period as undertaken by the postalservice.

6. Subcontracting

Unless specifically mentioned in the contract subletting will not be allowed. Subletting, whereotherwiseprovidedbythecontractshallnotbemorethan25%ofthecontractprice.

TheContractorshallnotberequiredtoobtainanyconsentfromtheEmployerfor:

- a. thesub-contracting ofany part of the Works forwhich theSubcontractorisnamed in theContract;
- b. theprovisionforlabour,orlabourcomponent.
- c. thepurchaseofMaterialswwhichareinaccordancewiththestandardsspecifiedintheContract.

Beyond what has been stated in clauses 6.1 and 6.2, if the Contractor proposes sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:

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

The Engineer should satisfy himself before recommending to the Employer whether

- a. the circumstances warrant such sub-contracting; and
- b. the sub-Contractors proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him.

7. Other Contractors

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

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

8. Personnel

The Contractor shall employ for the construction work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.

The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or

negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.

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

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

9. Employer's and Contractor's Risks

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

10. Employer's Risks

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risk of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

11. Contractor's Risks

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

12. Insurance

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

- a) Loss of or damage to the Works, Plant and Materials;
- b) Loss of or damage to Equipment;

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

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

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

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

If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premium the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premium shall be debt due.

13. Site Investigation Reports

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

14. Queries about the Contract Data

The Engineer will clarify queries on the Contract Data.

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

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

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

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

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

- The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or aquatic organisms.
- The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organisms and property.
- The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected therewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
- The Solid Waste Management Rules – 2015 This provides for management & handling of solid waste

- BS-

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

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

17. Approval by the Engineer

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

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

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

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

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

18. Safety

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

- Worker employed on mixing asphaltic materials, cement and lime mortar shall be provided with protective footwear and protective goggles.
- Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

- The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning work is undertaken during night or day.
- The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.

Safety Programs:-

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

First Aid Facilities:-

- i. At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii. The first-aid box shall be distinctly marked with a red cross on white background.
- iii. Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
- iv. Nothing except the prescribed contents shall be kept in the First-aid box.
- v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi. A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

19. Discoveries

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

20. Possession of the Site

The Employer shall hand over complete or part possession of the site to the Contractor 7 days in advance of construction programme. At the start of the work, the Employer shall hand over the possession of at least 75% of the site free of all encumbrances, the remaining 25% of the possession as per contractor's construction programme.

21. Access to the Site

The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/persons/agency authorized by: a. The Engineer b. The Employer or authorized by the Employer.

22. Instructions

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

The Contractor shall permit the appointed and/or authorized persons to inspect the Site and/or accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed, if so required. The Contractor's attention is invited to Clause of 'Fraud and Corruption', which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under the Clause & constitute a obstructive practice subject to contract termination.

Engineer to have power to issue further drawings or instructions:

The Engineer shall have the power and authority from time to time and at all times to make an issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the Engineer may also alter or vary the levels or position or nature of works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such

Diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided under condition no. 10 (a) hereinafter.

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

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

B. Time Control

23. Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme, including Environment Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

After the completion of the construction works, the programme for the Routine Maintenance Work, showing the general methods, arrangements, order and timing for all the activities involved in the Routine Maintenance will also be submitted by the Contractor to the Engineer for approval if specified in the tender. The programme for Routine Maintenance shall be submitted in each year for the period of Maintenance.

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

An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the

Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

24. Extension of Time In Contracts:

Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

a) Extension attributable to BMC

(i) Extension Due To Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case **should not be less than 30 days before the expiry of the date fixed for completion of the works.**

(ii) Extension For Delay Due To BMC: In the event of any failure or delay by the BMC to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the BMC due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contractor or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the BMC may grant such extension(s) of the completion date as may be considered reasonable.

Note: For extension of time period as governed in (i) and (ii) above, any modifications in design/drawings, specifications, quantities shall be needed to be justified with recorded reasons with approval of Chief Engineer for not anticipating the same while preparing estimates and draft tender.

(b) Extension of Time for Delay Due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s)/the programme for completion of work as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in above as (a.i) and (a.ii), the BMC may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Engineer may decide. On such extension the BMC shall be entitled without prejudice to any other right and remedy available on that behalf, to recover the compensation as governed by Clause 8(e) of GCC.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued.

Further, competent authority while granting extension to the currency of contract under Clause (b) of as above may also consider levy of penalty, as deemed fit based on the merit of the case. Also, the reasons for granting extensions shall be properly documented.

25. Delays Ordered by the Engineer

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

26. Management Meetings

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

The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

27. Deleted

28. Identifying Defects

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

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

29. Deleted

30. Correction of Defects

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

(b) Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

(c) The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

31. Uncorrected Defects and Deficiencies

If the Contractor has not corrected a Defect under clause and deficiencies in maintenance, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect or deficiency corrected, and the Contractor shall pay this amount, on correction of the Defect or deficiency by another agency.

D. Cost Control

32. Variations

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

33. Payments for Variations

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

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

34. CashFlowForecasts

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

35. PaymentCertificates

The payment to the Contractor shall be as follows for construction work:

(a) A bill shall be submitted by the Contractor monthly or before the date fixed by the Engineer In-charge for all works executed in the previous month, and the Engineer In-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer In-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant, and Engineer In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

(b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.

(c) The value of work executed shall be determined, based on measurements by the Engineer.

(d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

(e) The value of work executed shall also include the valuation of Variations and Compensation Events.

(f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information. (g) The contractor shall submit all bills on the printed forms at the office of the Engineer In-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender.

36. Payments

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

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

No payments shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in case of works estimated to cost more than Rs. One Thousand, the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer In-

charge, whose certificate of such approval and passing of the sums so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actual done and completed and shall not preclude the Engineer In-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim not shall it conclude, determine or effect in any other way, the powers of the Engineer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

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

38. Tax

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

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

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

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

39. Currencies

All payments shall be made in Indian Rupees.

40. Liquidated Damages

Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and not by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The Employer and the contractor have agreed that this is a reasonable agreed amount of liquidated damage. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

41. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at this cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

42. Completion of Construction and Maintenance

The Contractor shall request the Engineer to issue a certificate of completion of the works, and the Engineer will do so upon deciding that the works is completed. This shall be governed as per clause no. 8 (g) of Standard General Conditions of Contract.

43. Taking Over

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

44. Final Account

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

If the contractor fails to submit the final bill within 1 month, the BMC staff will prepare the final bill based on the joint measurement within next 3 months.

Engineer's decisions shall be final in respect of claims for defect and pending claims against contractors.

No further claims should be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the Commissioner shall be made within a reasonable period as may be necessary for the purpose of verification etc.

After payment of the final bill as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of a disputed portion of the final bills and if he fails to do so within 84 days, his disputed claims shall be dealt with as provided in the contract.

~~A percentage of the retention money, over and above the actual retention money as indicated below shall be held back from payments till the finalization of final bill to be submitted as per above and shall be paid within 30 days of acceptance of the final bill.~~

Sr. No.	Amount of Contract Cost	Minimum Payable amount in the bill
1	Upto Rs. 5 Cr.	Rs. 10 Lacs or final bill whichever is more
2	Upto Rs. 25 Cr.	Rs. 1 Crore or final bill amount whichever is more
3	Upto Rs. 50 Cr.	Rs. 2 Crores or final bill amount whichever is more
4	Upto Rs. 100 Cr.	Rs. 4 Crores or final bill amount whichever is more

5	More than Rs.100Cr.	Rs.7Crore or final bill amount whichever is more
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The contractor has to submit the bill for the work carried out within 15 days from the date of completion of the work to the respective executing department. If the contractor fails to submit their bills to concerned executing department, penalty or action as shown below shall be taken for each delayed bill:-

After 15 days from the date of completion/running bill upto certain date, upto next 15 days i.e. upto 30 days	Equal to 5% of bill amount
Next 15 days upto 45 days from the date of completion/running bill upto specified date	Equal to 10% of bill amount
If not submitted within 45 days from the date of completion/R.A. bill	Bill will not be admitted for payment.

45. Operating and Maintenance Manuals

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

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

46. Termination

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

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

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;

- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.
- f) the Contractor fails to provide insurance covers as required under relevant clause.
- g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the Contract.
- h) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the periods specified in the Contract Data; and
- i) any other fundamental breaches as specified in the Contract Data.
- j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

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

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

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

47. Payment upon Termination

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

If the Contract is terminated at the Employer's convenience, the Engineers shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

48. Property

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

49. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterward to which a commitment was made.

A) Other Conditions of Contract

50. Labour

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

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

51. Compliance with Labour Regulations

(a) During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

(b) Furthermore, the Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance guarantee. The Employer/Engineer shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damages suffered by the Employer.

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

(d) The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

52. Drawings and Photographs of the Works

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

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

53. The Apprentices Act, 1961

The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made thereunder and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

54. Contract Document

The documents forming the contract are to be taken as mutually explanatory of one another. Unless otherwise provided in the contract, the priority of the documents forming the contract shall be as follows

- 1) Contract Agreement (if completed)
- 2) The letter of Acceptance
- 3) The Bid:
- 4) Addendum to Bid; if any
- 5) Tender Document
- 6) The Bill of Quantities:
- 7) The Specification:
- 8) Detailed Engineering Drawings

9) Standard General Conditions of Contracts (GCC)

10) All correspondence documents between bidder/contractor and BMC.

55. Conflict of Interest

The Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

1. A constituent of such Applicant is also a constituent of another Applicant; or
2. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
3. Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that put either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or
4. The Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this TENDER. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

56. Applications and costs thereof

No Applicant shall submit more than one Application for the Project. An applicant applying individually shall not be entitled to submit another application either individually. The Applicant shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conductor or outcome of the Bidding Process.

57. Acknowledgment by Applicant

It shall be deemed that by submitting the Application, the Applicant has:

- a. made a complete and careful examination of the tender;

- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred; and
- d. Agreed to be bound by the undertakings provided by it under and in terms hereof.

“The Authority” shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TENDER or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

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

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

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

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

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by “The Authority”, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by “The Authority” to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this TENDER, the Bidding Documents, the Concession Agreement or under applicable law.

“The Authority” reserves the right to verify all statements, information and documents submitted by the Applicant in response to the TENDER. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

59 The bid shall be rejected if the bidder-

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

60 Clarifications

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

“The Authority” shall Endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification, but not later than the date provided in header data.

“The Authority” may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the tender. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

61 Amendment of tender

At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the tender by the issuance of Addendum.

Any Addendum thus issued shall be sent in writing/ Fax/ Email to all those who have purchased the tender.

In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

Preparation and Submission of Application

62. Language

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

63. Format and signing of Application

The Applicants shall provide all the information sought under this TENDER. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and/or conditional Applications shall be liable to rejection.

The Applicant will upload bid in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded has to be digitally signed by the bidder. These copies shall be certified by Practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp, clearly stating his name & registration number, except where original documents are demanded

64. Marking of Applications

The Applicants shall submit the Application in the formats specified at Appendix-I, together with the documents, upload in folder as "VENDOR" together with their respective enclosures. Applications submitted by fax, telex, telegram shall not be entertained and shall be rejected outright.

65. Late Applications

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

66. Confidentiality

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

67. Clarification of Financial Bids

To assist in the examination, evaluation and comparison of Bids, the Engineer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e-mail. No Bidders shall contact the Engineer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. Any effort by the Bidder to influence the Engineer in the Engineer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

68. Inspection of site and sufficiency of tender:

i. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the work (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the climatic conditions.

ii. Deleted

iii. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things

necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding.

iv. Not Foreseeable Physical Obstructions or Conditions: If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:

- any extension of time to which the Contractor is entitled and
- The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price.
- and shall notify the Contractor accordingly. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer. However such costs shall be got approved by the competent authority as governed by rules prevailing with authority.

v. Deleted

vi. Deleted

vii. Deleted

viii. Deleted

69. Official Secrecy:

The Contractor shall of all the persons employed in any works in connection with the contract that the India Official Secrets Act 1923 (XIX of 1923) apply to them and will continue to apply even after execution of the said works and they will not disclose any information regarding this contract to any third party. The contractor shall also bring into notice that, any information found to be leaked out or disclosed to the concerned person as well as the Contractor shall be liable

for penal action; further the Corporation shall be at liberty to terminate the contract without notice.

70. Subsequent Legislation:

If on the day of submission of bids for the contract, there occur changes to any National or State statute, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Departments shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract.

71. Patent, Right and Royalties:

The contractor shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.

72. Payments, Tax and Claims:

- **The limit for unforeseen claims**

Under no circumstances whatever the contractor shall be entitled to any compensation from BMC on any account unless the contractor shall have submitted a claim in writing to the Eng-in-charge within 1 month of the case of such claim occurring.

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

It is agreed that the Municipal Corporation of Greater Mumbai or its Engineer or Officers shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its Engineer's or officer's hands owing to any dispute or difference or claim or misunderstanding between the Municipal Corporation of Greater Bombay or its Engineer or

Officer on the one hand and the contractor on the other, or with respect to any delay on the part of the Municipal Corporation of Greater Bombay or its Engineer or Officers in making periodical or final payments or in any other respect whatever.

73. Settlement of Disputes:

- **Termination of contract for death**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the legal representatives of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Commissioner shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Commissioner shall not hold estate of the deceased Contractor and or surviving partners of the Contractor's firm liable in damages for not completing the contract.

- **Settlement of Disputes:**

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the concerned Addl. Municipal Commissioner who shall constitute a committee comprising of three officers i.e. concerned Deputy Municipal Commissioner or Director (ES&P), Chief Engineer other than the Engineer of the Contract and concerned Chief Accountant. The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the

Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of the works, and shall forthwith be given effect by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

74. Arbitration and Jurisdiction:

If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the 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. 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 by the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modification thereof, and shall be held at such place and time within the limits of Greater 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, continue during 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 differences referred to the arbitrator as aforesaid. All awards shall be in writing and for claim 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 the arbitrator.

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

75. Copyright:

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

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

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

77. Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

78. Correspondence with the Applicant

Save and except as provided in this TENDER, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

79. Deleted

80. Deleted

81. Payment:

Interim Payment:

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

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

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

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

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

82 Banning/De-Registration of Agencies of Construction works in BMC

- **The regulations regarding Demotion/Suspension Banning for specific period or permanently/De-Registrations shall be governed as per the respective condition in Contractor Registration Rules of BMC.**

83. Deleted

84. Deleted

85. Action and Compensation Payable In Case Of Bad Work and Not Done as Per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Vigilance Department of the BMC or any organization engaged by the BMC for Quality Assurance and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the officer of Vigilance Department, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 8.e. of the general condition of contract in section 9 of tender document (for Compensation for delay) for this default. In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer in charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the

Engineer-in-Charge to be conveyed in writing in respect of the same shall be final and binding on the contractor.

If the penalization amount exceeds maximum limit with respect to Clause 8. of Standard General Conditions of Contract, then a show cause notice shall necessarily be issued to the contractor as to why the contract should not be terminated.

86. Contractors remain liable to pay compensation:

In any case in which any of the powers conferred upon the Engineer In-charge by the **relevant clauses** in documents that form a part of contract as exercised or is exercisable in the event of any future case of default by the Contractor, he is declared liable to pay compensation amounting to the whole of his security deposit. The liability of the Contractor for past and future compensations shall remain unaffected.

In the event of the Executive Engineer taking action against these **relevant clauses**, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer, may after giving notice in writing to the Contractor or his staff of the work or other authorized agent require him to remove such tools and plants, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the Contractor at his risk in all respects and certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds an expense of any such sell be final and conclusive against the Contractor.

87. No Claim to Any Payment or Compensation Or Alteration In Or Restriction Of Work

(a) If at any time after the execution of contract documents, the Engineer shall for any reason whatsoever, desires that the whole or any part of the works specified in the Tender should be suspended for any period or that the whole or part of the work should not be carried out, at all, he shall give to the Contractor a Notice in writing of such desire and upon the receipt of such notice, the Contractor shall forthwith suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof, provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor.

The Contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

(b) Where the total suspension of Work Order as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurement of the work already done and to pay final bill. Upon giving such Notice, the Contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such Notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

(c) Where the Engineer required to Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the Contractor shall be entitled to apply to the Engineer within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site of on the account of his having to pay the salary of wages and labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect of any such suspension whatsoever occasioned by unsatisfactory work or any other default on his part, the decision of the Engineer in this regard shall be final and conclusive against the contractor.

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

The Contractor shall supply at his own cost all material, plant, tools, appliances, implements, and temporary works requisite or proper for the proper execution of the work, whether, in the

original altered or substituted for and whether included in the specification of other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-In-Charge as to any matter as to which under these conditions is entitled to be satisfied, or which is entitled to require together with the carriage therefor to and from the work.

The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the contractor be paid for compromising any claim by any such person.

89. Prevention of Fire:

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Engineer In-charge. When such permit is given, and also in all cases when destroying cut or dug up trees, brushwood, grass, etc., by fire, the contractor shall take necessary measures to prevent such fires spreading to or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the labour employed by him.

90. Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of BMC property including any damage caused by spreading the fire shall be estimated by the Engineer In-charge or such other officer as he may appoint and the estimate of the Engineer in-charge to the decision of the Dy. Chief Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same shall be recovered from the Contractor as damages or deducted by the Engineer In-charge from any sum that may be due or become due from BMC to contractor under this Contract or otherwise. Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought to prevent the spread of fire and he shall pay any damages and costs that may be awarded by the Court in consequence.

91. In the case of Tender by partners, any change in the constitution of the firm shall be forthwith, notified by the contractor through the Engineer In-charge for his information.

92. Action where no specifications:

In the case of any class of work for which there is no such specifications, such work shall be carried out in accordance with the specifications and in the event of there being no such specifications, then in such case, the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer In-charge.

93. Safety and medical help:

(i) The Contractor shall be responsible for and shall pay the expenses of providing medical help to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by BMC, the same shall be recoverable from the contractor forthwith and be included without prejudice to any other remedy of BMC from any amount due or that may become due to the Contractor.

(ii) The contractor shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall maintain the same in condition suitable for immediate use at any time.

(iii) The workers shall be required to use the safety equipment so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipment by those concerned.

(iv) When the work is carried on in proximity to any place where there is risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

94. No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance of works, on account of any delay in accordance with sanction of estimates.

95. Anti-malaria and other health measures:

Anti-Malaria and other health measures shall be taken as directed by the Executive Health Officer of BMC. Contractor shall see that mosquito breeding conditions are created so as to keep vector population to minimum level. Contractor shall carry out anti-malaria measures in the area as per the guidelines issued by the Executive Health Officer of BMC from time to time.

In case of default, in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay BMC on anti-malaria measures to control the situation in addition to fine.

SECTION10

FRAUDANDCORRUPTPRACTICES

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 herein above, 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 Applicants shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of

2 (two) years from the dates such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

A. “corrupt practice” means

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

under the relevant subclause, 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;

“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 Clauses 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 practices 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 or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financer staff and employees of other organizations taking or reviewing procurement decisions.
- iii. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- 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-BIDMEETING

PRE-BID MEETING (NOT APPLICABLE**)**

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 Applicant shall 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.

A	S.B. and its subsidiary Banks
1	State Bank of India.
2	State Bank of Bikaner & Jaipur.
3	State Bank of Hyderabad.
4	State Bank of Mysore.
5	State Bank of Patiala.
6	State Bank of Saurashtra.
7	State Bank of Travankore.
B	Nationalized Banks
8	Allahabad Bank.
9	Andhra Bank.
10	Bank of Baroda.
11	Bank of India.
12	Bank of Maharashtra.
13	Central Bank of India.

14	DenaBank.
15	IndianBank.
16	IndianOverseasBank.
17	OrientalBankofCommerce
18	PunjabNationalBank.
19	Punjab&SindhBank.
20	SyndicateBank.
21	UnionBankOfIndia.
22	UnitedBankOfIndia.
23	UCOBank.
24	VijayaBank.
24A	CorporationBank.
C	ScheduledCommercialBanks
25	BankOfMaduraLtd.
26	BankOfRajasthanLtd.
27	BanarasStateBankLtd.
28	BharatOverseasBankLtd
29	CatholicSyrianBankLtd.
30	CityUnionBankLtd.
31	DevelopmentCreditBank.
32	DhanalakshmiBankLtd.
33	FederalBankLtd.
34	IndsindBankLtd.
35	I.C.I.C.IBankingCorporationLtd.
36	Global TrustBankLtd.

37	Jammu&KashmirBankLtd.
38	KarnatakaBankLtd.
39	KarurVysyaBankLtd.
40	LaxmiVilasBankLtd.
41	NedugundiBankLtd.
42	RatnakarBankLtd.
43	SangliBankLtd.
44	SouthIndianBankLtd.
45	S.B.ICorporation&IntBankLtd.
46	TamilnaduMercantileBankLtd.
47	UnitedWesternBankLtd.
48	VysyaBankLtd.
	ScheduleUrbanCo-opBanks
49	AbhyudayaCo-opBankLtd.
50	BasseinCatholicCo-opBankLtd.
51	BharatCo-opBankLtd.
52	BombayMercantileCo-opBankLtd.
53	CosmosCo-opBankLtd.
54	GreaterMumbaiCo-opBankLtd.
55	JanataSahakariBankLtd.
56	MumbaiDistrictCentralCo-opBankLtd.
57	MaharashtraStateCo-opBankLtd.
58	NewIndiaCo-opBankLtd.
59	NorthCanaraG.S.B.Co-opBankLtd.
60	RupeeCo-opBankLtd.

61	SangliUrbanCo-opBankLtd.
62	SaraswatCo-opBankLtd.
63	ShamraoVithalCo-opBankLtd.
64	MahanagarCo-opBankLtd.
65	CitizenBankLtd.
66	YesBankLtd.
E	ForeignBank
67	ABMAMRO(N.Y.)Bank.
68	AmericanExpressBankLtd.
69	ANZGrindlaysBankLtd.
70	BankOfAmericaN.T.&S.A.
71	BankOfTokyoLtd.
72	Bankindosuez.
73	BanqueNationalededeParis.
74	Barclaysbank.
75	CityBankN.A.
76	Hongkong&ShanghaibankingCorporation.
77	Mitsui TaiyokbeBankLtd.
78	StandardCharteredBank.
79	ChoHungBank.

SECTION 13 APPENDIX

FORM OF TENDER

To,

The Municipal Commissioner for Greater

Mumbai Sir,

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

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

1 A. I/We _____

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

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

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

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 anyway related or concerned with the establishment/firm or any other person, who have filled in the tender for the aforesaid work.”

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

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

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

_____)

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

I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of your agreeing to refrain from 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 may be required under the Mumbai Municipal Corporation Act, not to accept this tender. (Subject to condition 5 below).

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

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

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

- b. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
 - c. I/we do not commence the work on or before the date specified by the Engineer in his work order.
7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
8. I/We further agree that, I/we shall register ourselves as ‘Employer’ with the Bombay Iron and Steel Labour Board and fulfil all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.
9. “I/We.....have failed in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.
10. “I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract give to me/us or any work assigned to me/us or is withdrawn by the Corporation,”

Address

.....

Yours faithfully,

Digital Signature of the Tenderer or the Firm 1....

.....

2.....

3.....

4.....

FullNameandprivateresidentialaddressofallthepartnersconstitutingtheFirm

	A/cNo.

1.	NameofBank
2.
3.	NameofBranch
4.
5.	VendorNo.

AGREEMENTFORM

Tender/Quotationdated 20...

StandingCommittee/EducationCommitteeResolutionNo.....

CONTRACTFORTHEWORKS

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

Thisagreementmadethisdayof.....

Two thousand

Between.....

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

in Bombay under the style and name of Messrs

...(Hereinaftercalled“thecontractor of the one part
andShri.....

.....
theJointMunicipalCommissioner(SWM)(Jt.M.C.)(hereinaftercalled“thecommissioner”inwhich
expression are included unless the inclusion is inconsistent with the context, or
meaningthereof,hissuccessorsuccessorsforthetimebeingholdingtheofficeofJt.M.C.(E,S.&P)ofthese
ondpartandtheMunicipalCorporationofGreaterMumbai(hereinaftercalled“theCorporation”)ofthethird
part,WHEREASthecontractorhastenderedfortheconstruction,completion and maintenance of the
works described above and his ten-der has been accepted bytheCommissioner (with the approval of
the Standing Committee/Education Committee of theCorporationNOWTHIS

THISAGREEMENTWITNESSETHasfollows:-

- 1) In thisagreementwordsandexpressionsshallhavethesamemeanings
asarerespectivelyassignedtotheminthegeneralConditionsofContractforworkshereinafterreferredto:-
- 2) Thefollowingdocumentsshallbedeemedtoformandbereadandconstructedasapartofthisagreementviz.
 - a) TheletterofAcceptance
 - b) TheBid:

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 WHEREOF 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 Jt. M.C. (SWM) in the presence of

Ex. Eng. Tr. (CITY) Dy. Ch. E. (SWM) Tr. Ch. E. (SWM) Joint Municipal Commissioner (SWM)

The Common seal of the Municipal Corporation of Greater Mumbai was hereunto affixed on the

.....20 in the presence of two members of the Standing Committee. 1.

1.

2.

2.

And in the presence of the Municipal Secretary

Municipal Secretary

Annexure“A”

Name of Work:- Upgradation of Vehicle washing machine at Worli Garage

1. TheEngineerforthiswork:Ch.Engineer(SWM)/Dy.Ch.Eng.(SWM)Transport
/ Ex.Eng.Tr.(CITY)
2. CostofTender:- Rs. 2,200/- + 18%
3. EarnestMoneyDeposit:- Rs.20,000/-

4. ContractPeriod

- i) Forsupplyandinstallation:-03months
- ii) ForMaintenance:1styear free from the date of installation of 1st system and then
after 01 year of Annual Maintenance Contract.

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 commit 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 hereinafter respectively assigned to them:

1. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

2. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

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

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

Signature of Tenderer/Bidder

Annexure-C

(OnRs.500/-StampPaper)

DECLARATION CUM INDEMNITY BOND

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

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

(Monitoring) at the time of registration of my firm/company

_____ and there is no change in the contents of the certificates that are submitted at the time of registration.

2. I declare that I _____

_____ in capacity as Manager/Director/Partners/Proprietors _____ of

_____ has not been charged with any prohibitory and/or penal actions such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.

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

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

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

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

Signature of Tenderer/Bidder

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

THIS INDENTURE made this _____ day of _____ BETWEEN

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

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

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

" _____ and the terms of such tender/contract require that the consultants shall deposit with the Commissioner as/contract deposit/earnest money and /or the security a sum of Rs. _____ (Rupees

_____) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposits 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 thereunder _____ AND

WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the

consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and/or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs. (Rupees) under the terms of the said tender and/or the contract. The B.G. is valid upto "Notwithstanding anything which has been stated above, our liability under the above guarantee is restricted to Rs. only and guarantees shall remain in force up to unless the demand or claim under this guarantee is made on us in writing on or before _ally our 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 B

ank and the said Messer's

_____ (Name of the

Bank) WITNESS (1) Name and address WITNESS (2) Name and

For Messer's address

s

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

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

Annexure-D

Rate Analysis

To be filled in by the tenderer

Item Description

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

Sign & seal of the Tenderer

Annexure:-E

(The authorized dealers and his principal shall submit the MOU on Rs. 500/- Stamp Paper.)

Sub:

Dear Sir,

We are established and reputed manufacturer of _____, etc do hereby say that.

- a) **M/s. _____ having their address _____**, are our authorized dealers and we have authorized them to represent us to tender, negotiate and conclude the contract for the above goods, manufactured by us, with you for the above tender.
- b) We will accept the responsibility for the satisfactory execution of orders placed on the above said authorized dealers.
- c) We will provide requisite inspection and testing facilities as and when required by BMC at our factories in respect of orders placed on said authorized dealers.
- e) The challan prepared by the dealers _____ would be accompanied by a certificate from us certifying that the stores covered under the challan have been manufactured by us.
- g) We will be responsible for the contractual obligations related to quality aspects, replacement of items, making available sufficient quantity as and when required & also promise to provide all the technical support & after sales service during entire contract period.

Our details are as under:

- i) Business Address :-
- ii) Reg. Office Address :-
- iii) Location of Manufacturing
Unit :-
- iv) Tel.No. :-
- iv) e-mail ID :-
- v) Fax No. :-

Yours Faithfully,

**Name of Manufacturer
Authorized Signatory**

PROFORMAS

PROFORMA-I

Sr. No.	NameofthePro ject	NameoftheE mployer	Stipulated DateofCom pletion	Actualdate ofCompleti on	ActualCost ofWorkDo ne	ActualCos tofworkat compoun drateof10 %per annum
1	2	3	4	5	6	7

Note:-

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

PROFORMA-II

Yearly turnover of works during last three years

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

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

PROFORMA III

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

Sr .N o	Name of the Pr oject	Name of t he Emplo yer	Cost of the Pro ject	Date of i ssue of Wor k Order	Stipulated Date of Completi on	Actual date of Completi on	Remarks explaining r easons for t he delay if any
1	2	3	4	5	6	7	8

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

PROFORMA-IV

Personnel Profile

Profile of Key Staff

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

- Supervisor
- Driver
- Operator
- Mechanic
- Labour

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

Sr. No.	Post	Name Prime Candidate /Alternative	Qualification	Work Experience	
				No. of Years	Name of projects
1					
2					
3					
4					

Support team for Days

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

PROFORMA-V(Machinery)

DELETED

PROFORMA-VI/A

Place	Contractno. &date	Name&Address ofthe employer	Value of thecontractin Rs.	Scheduleddatecompleti on	Value of remainingwor ktobe completed	Anticipateddate of completion

PROFORMA-VI/B

Descriptiono fwork	Place	Name&Address ofthe employer	Valueofthec ontractinRs.	Time Period	Dateonwhichd ecision isexpected	Remarks

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

PROFORMA–VII(EquipmentCapability)

I, _____, do hereby declare and undertake as under.

1. Sufficient manpower and machinery would be utilised for timely delivery of the genuine material as per technical specification to the designated delivery address or as directed by BMC and under no circumstance any claim would be made regarding insufficient manpower and machinery during currency of the contract.