



## **e- TENDER**

**FOR**

**Name of Work: Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year**

**Tender ID : 2024\_MCGM\_1056537 due on : 13.08.2024**

**Website: <https://mahatenders.gov.in>**

Office of the Deputy Hydraulic Engineer (Store/Purchase)  
Hydraulic Engineer's Department,  
B.M.C. Engineering Hub Building, First Floor,  
Dr. E Moses Road, Worli,  
Mumbai – 400018.

**EARNEST MONEY DEPOSIT :- Rs. 55,89,250/-**

Issue to M/s.

Address: -

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**Prepared by**

**Checked by**

**Verified By**

**Approved By**

**Sd/-**

**Sd/-**

**Sd/-**

**Sd/-**

**S.E.(Tender)**

**A.E.W.W.(Stores)**

**E.E.W.W.(Stores)**

**Dy.H.E.**

**E.S.&O.C.Div.**

**E.S.&O.C.Div.**

**(Store/Purchase)**

**BRIHANMUMBAI MUNICIPAL CORPORATION**  
**Hydraulic Engineer's Department**

**TENDER DOCUMENT FOR**

**Name of Work: Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year.**

**Tender ID : 2024\_MCGM\_1056537      due on : 13.08.2024**

1. Tender shall be submitted through internet on e-procurement system of Government of Maharashtra (Mahatenders) (<https://www.mahatenders.gov.in>), i.e., to upload the scanned copies of documents of Packet A, Packet-B & Packet-C in the prescribed Proforma required in the e-Tender up to 4.00 p.m. on or before due date of tender, as per clause 6.8 of the tender. (Please refer clause no. 6.9 of the tender for submission of EMD online).
2. Tenderer shall read all the clauses/sub clauses of the Section 6 of the tender before submitting the tender.

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**SECTION - 1**  
**E-TENDER NOTICE**

# **BRIHANMUMBAI MUNICIPAL CORPORATION**

No. H.E./495/I dtd : 25.06.2024

## **e-TENDER NOTICE**

**Name of Work: Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year.**

The Brihanmumbai Municipal Corporation (BMC) invites item rate e-tender to appoint Vendor/Supplier for the aforementioned supply work from Manufacturers / Authorized Dealers / Suppliers of repute, eminent firm, Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies / Companies registered under the Indian companies' act 2013 who are vendors registered with the Brihanmumbai Municipal Corporation, (BMC). ~~in Class ..... as per old registration and Class ..... as per new registration and from the vendors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed, subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and 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 e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>). The scrutiny fee of Rs. 27,500/- + 18% GST as mentioned in header data shall be paid through challan in BMC's CFCs and follow guidelines as per Circular no. CA/FRG/18 dt 27.02.2024. The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>)

Interested bidders should have valid Class III digital signature certificate (DSC) obtained from any licensed certifying authority. Interested bidders should follow the manuals available on Mahatenders Portal (<https://mahatenders.gov.in>)

Name of the work	Contract period	EMD
<b>Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year</b>	<b>(12) months</b>	<b>Rs. 55,89,250/-</b>

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of **Rs. 55,89,250/- (Rupees Fifty Five Lakhs Eighty Nine Thousand Two Hundred Fifty 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. A tenderer shall pay entire amount of EMD through payment gateways of GoM on URL <http://mahatenders.gov.in>. The bidder shall upload scan copy of online paid EMD along with the bid submission in Packet 'A'.

Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as Non-Responsive. The e-tender is available on e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>) as mentioned in the Header Data of the tender.

The BMC reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>)

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

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

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the BMC Portal. (<https://portal.mcgm.gov.in>) and on the e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>)

The Applicants interested for the above referred works may contact the Dy. Hydraulic Engineer (Stores/Purchase) at the following address on any working day during office hours (except Saturday, Sunday and Public Holiday).

Office of Dy. Hydraulic Engineer (Store/Purchase)  
Hydraulic Engineer's Department,  
B.M.C. Engineering Hub Building, First Floor,  
Dr. E Moses Road, Worli, Mumbai – 400018.

The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority. The BMC reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. Tenderers shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal and on the e-procurement system of Government of Maharashtra (Mahatenders) . No corrigendum will be published in the local newspapers. The information regarding above subject matter is available on Website of BMC. (<https://portal.mcgm.gov.in/tenders>) and on the e-procurement system of Government of Maharashtra (Mahatenders)(<https://mahatenders.gov.in>).

**Sd/-**

**Deputy Hydraulic Engineer (Store/Purchase)**

## **HEADER DATA**

Tender Document No	<b>2024_MCGM_1056537</b>
Name of Organization	Brihanmumbai Municipal Corporation
Subject	<b>Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year</b>
Scrutiny Fee	<b>Rs. 27,500/- + 18% GST</b>
Cost of E-Tender (Estimated Cost)	<b>Not Applicable being Item Rate Tender.</b>
Bid Security Deposit/ EMD	<b>Rs. 55,89,250/-</b>
Date of issue and sale of tender	24.07.2024 from 11:00 Hrs
Last date & time for sale of tender & Receipt of Bid Security Deposit	13.08.2024 upto 16:00 Hrs
Submission of Packet A, B & Packet C (Online) i.e. due date	13.08.2024 upto 16:00 Hrs
Pre-Bid Meeting	29.07.2024 at 15:00 Hrs
Opening of Packet A	14.08.2024 after 16.02 Hrs
Opening of Packet B	14.08.2024 after 16:05 Hrs.
Opening of Packet C	28.08.2024after 14:30 Hrs
Address for communication	Office of Dy. Hydraulic Engineer (Store/Purchase), Hydraulic Engineer's Department, B.M.C. Engineering Hub Building, First Floor, Dr. E Moses Road, Worli, Mumbai - 400018.
Venue for opening of bid	On line in the Office of Dy. Hydraulic Engineer (Stores/Purchase), Hydraulic Engineer's Department, B.M.C. Engineering Hub Building, First Floor, Dr. E Moses Road, Worli, Mumbai - 400018

**This tender document is not transferable.**

**Tender shall be valid for 180 days from the date of tender opening i.e. packet 'A' and packet 'B' of the tender ( i.e.dtd. 9.02.2025 )**

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/-

**Deputy Hydraulic Engineer (Store/Purchase)**



**SECTION - 2**  
**ELIGIBILITY CRITERIA**

**1. For Regular, Routine and Maintenance works:-**

<b>Name of the Deptt.</b>	<b>Details of project works</b>
<i>City Engineer/HIC</i>	<i>New buildings for staff quarters/markets/school/offices etc. All dispensaries, health centres/cemeteries</i>
<i>Bldg. Maintenance</i>	<i>All bldg. repair works, demolition works. New construction such as sheds.</i>
<i>Road &amp; Traffic</i>	<i>Pothole repairs, trenches, asphalt-ing of minor and major roads, repairs to footpaths, Improvisations of junctions./ new C.C.roads.</i>
<i>Sewage Project</i>	<i>Replacement of sewer lines, laying of new sewer lines for short stretches upto 500m</i>
<i>Sewerage Operation</i>	<i>Remedial works of all sewer lines</i>
<i>S.W.D.</i>	<i>Repairs and rehabilitation of SWD, rehabilitation of culverts on minor roads, repairs to minor nallas, remodeling of SWD system, repairs to roadside drains, training of minor drains/nallas, reconstruction of collapsed walls. New R.C.C. box culverts across minor or major roads, desilting of nallas.</i>
<i>H.E.</i>	<i>Routine laying of pipeline works up to 1200mm dia. rehabilitation of distribution system, Replacement of household connections and other minor works related to the dept. As Tender is for Material Supply the above specified work is not applicable, hence deleted.</i>
<i>Bridges</i>	<i>All maintenance/minor repairs and repairs to bridges, new bridge over major nalla, etc</i>
<i>Garden Department</i>	<i>All Civil works related to Landscaping such as pergolas, gazebos, etc and horticulture works</i>

**1.1 Technical Capacity:**

The tenderer or their Manufacturer in their own name should have satisfactorily completed the supply 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 as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

a) **Three similar completed** works (i.e. completed supply contract or completed quantum of work of ongoing contract) **each** of value not less than the value equal to **30%** of estimated cost put up to tender i.e. **Rs. 8,38,38,400/-**

**Or**

b) **Two similar completed** works (i.e. completed supply contract or completed quantum of work of ongoing contract) **each** of value not less than the value equal to **35%** of estimated cost put up to tender i.e. **Rs. 9,78,11,450/-**

**Or**

c) **One similar completed work** (i.e. completed supply contract or completed quantum of work of ongoing contract) of value equal and or not less than the **50%** of estimated cost put up to tender i.e. **Rs. 13,97,30,650/-**

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

### 1.2 Financial Capacity

Achieved an average annual financial turnover as certified by 'Authorised Chartered Accountant' ~~(in all classes of civil engineering construction works only)~~ **equal to 30% of the estimated cost of the tender work i.e. Rs. 8,38,38,400/- in last three (3) financial years** immediately preceding the Financial Year in which bids are invited with Audited Balance Sheets.

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

- To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.

### 1.3 Similar Experience:

For assessing the technical capacity of Regular, Routine and Maintenance works; Similar work shall mean, the completed works or completed quantum of work of ongoing contract of supplying of Poly Aluminium Chloride (PAC) in Liquid form (medium basicity) as per IS:15573 of 2018 to Govt. / Semi-Govt. / Public Sector Undertakings etc, during last Seven (7) years.

### ~~2. For Original and New construction works:-~~

<i>Name of the Deptt.</i>	<i>Details of project works</i>
<i>City Engineer/HIC</i>	<i>Hosing colonies for staff quarters/Markets admeasuring more than 20000.00 sq.mts .etc. Or High Rise Buildings Or Buildings for major hospital more than 200 beds.</i>
<i>Road &amp; Traffic</i>	<i>Asphalting/concreting of major roads in long stretches (single road more than 5000 m) and costing more than Rs.100.00 crores.</i>
<i>Sewage Project</i>	<i>laying of new sewer lines for long stretches i.e. beyond 500m.</i>
<i>Sewerage Operation</i>	<i>New pumping stations etc.</i>
<i>S.W.D.</i>	<i>New pumping stations etc.</i>
<i>H.E.</i>	<i>Laying of pipe lines more than 1200mm dia., Trunk mains etc. Pumping stations etc.</i>
<i>Bridges</i>	<i>New bridges over roads, rivers, etc.</i>

### 2.0 2.1 Technical Capacity (Project Experience):

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations during

~~last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had in-volved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)~~

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

~~OR~~

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

~~OR~~

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

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

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

## **2.2 Financial Capacity:**

~~Achieved an average annual financial turnover as certified by 'Chartered Accountant'~~

~~(in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work in last three (3) financial years immediately preceding the Financial Year in which bids are invited.~~

~~To ascertain this, tenderer bidder(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.~~

~~The turnover can be enhanced by 10% every year to bring the present level.~~

## ***2.3 Similar experience is spelt in definite sense, such as- For-Building Construction***

<i>Nos of stories</i>	<i>Experience of construction</i>
<i>Up to 4 stories</i>	<i>No special experience</i>
<i>From 5 to 10 stories</i>	<i>Minimum 5 stories</i>
<i>From 11 to 15 stories</i>	<i>Minimum 8 stories</i>
<i>From 15 + stories</i>	<i>Minimum 10 stories</i>
<i>In case of basement</i>	<i>Minimum 1 basement</i>

### ***For other works:***

<i>For RCC box drain/RCC nalla work/Reservoir/ESR</i>	<i>Any type of RCC retaining structures + C.C. M-30 and above</i>
<i>For CC Road</i>	<i>Any type of high grade CC M 30 &amp; above used</i>

	<del>in C.C road/nalla/culverts/bridges</del>
<del>For asphalt road</del>	<del>Asphalt macadam works in roads</del>
<del>For pressure pipeline work (for HE &amp; WSP)</del>	<del>Any type of pressure pipeline works used in water/rising main/petroleum/gas and 1/2 dia of the proposed dia in the tender is to be allowed</del>
<del>For gravity main</del>	<del>RCC pipe line used is sewage network/SW-Drain/Network</del>
<del>For Bridges</del>	<del>Any bridge work of road over bridge/river over bridge/ No particular requirement of girders, steel shall be insisted in normal circumstances etc.</del>
<del>For special works</del>	<del>Chief Engineer shall decide the experience of particular works with recorded reasons in writing appropriately. E.g. I) Pilling work in severe exposure conditions, etc. II) Very specific and technologically specialized such as pre-stressing, tunneling, bridges and outfall pumping stations</del>
<del>For works related to M&amp;E dept.</del>	<del>As mostly works of M&amp;E dept are of special nature, experience of particular categories of special work may be added in tender document with prior approval competent authority i.e. Ch.E./ DMC(E)/ DMC(Spl. Engg) as the case may be depending upon the delegation of powers for administrative approval.</del>

**C) Bid Capacity: Not Applicable for Material Supply Tenders.**

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

~~Where,~~

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

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

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

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

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

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

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

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

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

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



upon the statements contained in this e-tender.

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

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

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

**SECTION - 4**  
**INTRODUCTION**

## **INTRODUCTION**

### **4.1 Background:**

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

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

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

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

### **4.2 Scope of Work :**

The scope of work consists of :-

**“Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year.”**

# **SECTION - 5**

## **E-TENDER ONLINE SUBMISSION PROCESS**

# **E-TENDERING ONLINE SUBMISSION PROCESS**

## **IMPORTANT NOTICE TO BIDDERS ON e-TENDERING**

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

The bidders can enroll themselves on the website <https://mahatenders.gov.in> using the option “Online Bidder Enrollment”. Possession of a Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://mahatenders.gov.in> under the link “Information about DSC”.

The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Vendors can also attend the training/familiarization programme on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

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

1. Bidder should do Online Enrolment in [www.mahatenders.gov.in](http://www.mahatenders.gov.in) Portal using the option to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as Mudhra CA/ GNFC/ IDRBT/ Mtnl Trust line/Safe Sctpt/ TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. Applicant will upload Packet A documents in cover 1 “Fee” and Packet B related Documents in cover 2 “PQC” respectively.
8. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns in the uploaded BOQ, else the bidder is liable to be rejected for that tender. For commercial details (in Packet C) contractors will fill data in financial bid in BOQ and quotes his “(+) or (-) Percentage” (i.e.% quoted) figure.
9. If there are any clarifications, this may be obtained online through the e Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
10. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender

schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

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

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

13. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

14. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

15. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

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

18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.

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

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

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

#### 28. BARRING PHYSICAL SUBMISSIONS

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

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

**SECTION - 6**  
**INSTRUCTIONS TO**  
**APPLICANTS**



## INSTRUCTIONS TO APPLICANTS

### 6.1 Scope of Application

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

### 6.2 Eligibility of Applicants

The Brihanmumbai Municipal Corporation (B.M.C.) invites item rate e-tender to appoint Vendor/Supplier for the aforementioned supply work from Manufacturers / Authorized Dealers / Suppliers of repute, eminent firm, Proprietary/Partnership Firms / Private Limited Companies / Public Limited Companies / Companies registered under the Indian companies' act 2013 who are vendors registered with the Brihanmumbai Municipal Corporation, (B.M.C.). ~~in Class .....~~ as per old registration and Class ..... as per new registration and from the vendors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed, subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

### 6.3 For Regular, Routine and Maintenance works:

<i>Name of the Deptt.</i>	<i>Details of project works</i>
<i>City Engineer/HIC</i>	<i>New buildings for staff quarters/markets/school/offices etc. All dispensaries, health centres/cemeteries</i>
<i>Bldg. Maintenance</i>	<i>All bldg. repair works, demolition works. New construction such as sheds.</i>
<i>Road &amp; Traffic</i>	<i>Pothole repairs, trenches, asphalt-ing of minor and major roads, repairs to footpaths, Improvisations of junctions./ new C.C.roads.</i>
<i>Sewage Project</i>	<i>Replacement of sewer lines, laying of new sewer lines for short stretches upto 500m</i>
<i>Sewerage Operation</i>	<i>Remedial works of all sewer lines</i>
<i>S.W.D.</i>	<i>Repairs and rehabilitation of SWD, rehabilitation of culverts on minor roads, repairs to minor nallas, remodeling of SWD system, repairs to roadside drains, training of minor drains/nallas, reconstruction of collapsed walls. New R.C.C. box culverts across minor or major roads, desilting of nallas.</i>

<i>H.E.</i>	<i>Routine laying of pipeline works up to 1200mm dia. rehabilitation of distribution system, Replacement of household connections and other minor works related to the dept. As Tender is for Material Supply the above specified work is not applicable, hence deleted.</i>
<i>Bridges</i>	<i>All maintenance/minor repairs and repairs to bridges, new bridge over major nalla, etc</i>
<i>Garden Department</i>	<i>All Civil works related to Landscaping such as pergolas, gazebos, etc and horticulture works</i>

### 6.3.1 Technical Capacity:

The tenderer or their Manufacturer in their own name should have satisfactorily completed the supply 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 as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

a) **Three similar completed** works (i.e. completed supply contract or completed quantum of work of ongoing contract) **each** of value not less than the value equal to **30%** of estimated cost put up to tender i.e. **Rs.8,38,38,400/-**

**Or**

b) **Two similar completed** works (i.e. completed supply contract or completed quantum of work of ongoing contract) **each** of value not less than the value equal to **35%** of estimated cost put up to tender i.e. **Rs.9,78,11,450/-**

**Or**

c) **One similar completed** work (i.e. completed supply contract or completed quantum of work of ongoing contract) of value equal and or not less than the **50%** of estimated cost put up to tender i.e. **Rs.13,97,30,650/-**

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

### 6.3.2 Financial Capacity

Achieved an average annual financial turnover as certified by 'Authorised Chartered Accountant' (~~in all classes of civil engineering construction works only~~) **equal to 30% of the estimated cost of the tender work i.e. Rs.8,38,38,400/- in last three (3) financial years** immediately preceding the Financial Year in which bids are invited with Audited Balance Sheets.

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

- To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.

### 6.3.3 Similar Experience:

For assessing the technical capacity of Regular, Routine and Maintenance works; Similar work shall mean, the completed works or completed quantum of work of ongoing contract of supplying of Poly Aluminium Chloride (PAC) in Liquid form (medium basicity) as per IS:15573 of 2018 to Govt. / Semi-Govt. / Public Sector Undertakings etc, during last Seven (7) years.

### 6.4 For Original and New construction works:-

<i>Name of the Deptt.</i>	<i>Details of project works</i>
<i>City Engineer/HHC</i>	<i>Hosing colonies for staff quarters/Markets admeasuring more than 20000.00 sq.mts .etc. Or High Rise Buildings Or Buildings for major hospital more than 200 beds.</i>
<i>Road &amp; Traffic</i>	<i>Asphalting/concreting of major roads in long stretches (single road more than 5000 m) and costing more than Rs.100.00 crores.</i>
<i>Sewage Project</i>	<i>laying of new sewer lines for long stretches i.e. beyond 500m.</i>
<i>Sewerage Operation</i>	<i>New pumping stations etc.</i>
<i>S.W.D.</i>	<i>New pumping stations etc.</i>
<i>H.E.</i>	<i>Laying of pipe lines more than 1200mm dia., Trunk mains etc. Pumping stations etc.</i>
<i>Bridges</i>	<i>New bridges over roads, rivers, etc.</i>

#### 6.4.1 Technical Capacity (Project Experience):

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

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

~~OR~~

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

~~OR~~

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

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

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

#### 6.4.2 Financial Capacity.

Achieved an average annual financial turnover as certified by 'Chartered Accountant'

(in all classes of civil engineering construction works only) equal to **30%** of the estimated cost of work in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

94. To ascertain this, tenderer bidder(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.

95. The turnover can be enhanced by 10% every year to bring the present level.

#### ~~6.4.3 Similar experience is spelt in definite sense, such as For-Building Construction~~

<i>Nos of stories</i>	<i>Experience of construction</i>
<i>Up to 4 stories</i>	<i>No special experience</i>
<i>From 5 to 10 stories</i>	<i>Minimum 5 stories</i>
<i>From 11 to 15 stories</i>	<i>Minimum 8 stories</i>
<i>From 15 + stories</i>	<i>Minimum 10 stories</i>
<i>In case of basement</i>	<i>Minimum 1 basement</i>

#### ~~For other works:~~

<del>For RCC box drain/RCC nalla work/Reservoir/ESR</del>	<del>Any type of RCC retaining structures + C.C. M-30 and above</del>
<del>For CC Road</del>	<del>Any type of high grade CC M-30 &amp; above used in C.C road/nalla/culverts/bridges</del>
<del>For asphalt road</del>	<del>Asphalt macadam works in roads</del>
<del>For pressure pipeline work (for HE &amp; WSP)</del>	<del>Any type of pressure pipeline works used in water/rising main/petroleum/gas and 1/2 dia of the proposed dia in the tender is to be allowed</del>
<del>For gravity main</del>	<del>RCC pipe line used is sewage network/SW Drain/Network</del>
<del>For Bridges</del>	<del>Any bridge work of road over bridge/ river over bridge/ No particular requirement of girders, steel shall be insisted in normal circumstances etc.</del>
<del>For special works</del>	<del>Chief Engineer shall decide the experience of particular works with recorded reasons in writing appropriately. E.g. I) Pilling work in severe exposure conditions, etc. II) Very specific and technologically specialized such as pre-stressing, tunneling, bridges and outfall pumping stations</del>
<del>For works related to M&amp;E dept.</del>	<del>As mostly works of M&amp;E dept are of special nature, experience of particular categories of special work may be added in tender document with prior approval</del>

*competent authority i.e. Ch.E./DMC(E)/DMC(Spl. Engg) as the case may be depending upon the delegation of powers for administrative approval.*

#### **6.4.4 (C) Bid Capacity : Not Applicable for Material Supply tenders.**

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

**Where,**

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

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

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

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

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

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

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

**Note: Bidders shall submit the undertaking for Declaration by the Tenderer, Undertaking cum Indemnity Bond and Declaration for Best Price each on a single Rs.500/- stamp paper.**

#### **6.4.6 D) Equipment Capabilities as required for this work**

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

- ~~b) **New and Original Works:** The bidder should, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with assessment study of requirements of equipment/plants & machineries to allow the employer to review their proposal. The bidder will ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of BMC.~~
- ~~c) **Special Works:** The concerned Ch.Eng. shall enlist the equipments in the tender document justified for the project and ensure the capacity of the bidder for the same with the approval of concerned AMC.~~

~~**Note: 1. Bidders shall submit the undertaking for equipment capability and other undertakings as such on a single Rs.500/- stamp paper.**~~

~~**2. Insistence of availability of equipments/plants at a particular distance from site should not be made in the tender document.**~~

#### **E. Technical Personnel**

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

~~**For fixing requirement of Technical Staff as required for this work.**~~

~~**(A) General Guidelines for Fixing Requirement of Technical Staff**~~

<del>Cost of work (Rs in Crore)</del>	<del>Requirement of Technical Staff (of Major + Minor Component)</del>		<del>Minimum Experience (years)</del>	<del>Designation</del>
	<del>Qualification</del>	<del>Number</del>		
<del>more than 100</del>	<del>i) Graduate Engineer (Major component)</del>	<del>1</del>	<del>20</del>	<del>Project Manager in major discipline of engineering</del>
	<del>ii) Graduate Engineer</del>	<del>2+1</del>	<del>12</del>	<del>Deputy Project Manager in major discipline of</del>



				<i>engineering</i>
	<i>iii) Graduate Engineer or Diploma Engineer</i>	<i>4</i>	<i>5</i>	<i>Project/Site Engineer</i>
	<i>iv) Graduate Engineer</i>	<i>1+1</i>	<i>8</i>	<i>Quality Engineer</i>
	<i>v) Diploma Engineer</i>	<i>1</i>	<i>8</i>	<i>surveyor</i>
	<i>vi) Graduate Engineer</i>	<i>1+1</i>	<i>6</i>	<i>Project Planning/Billing Engineer</i>
<b><i>More than 50 to 100</i></b>	<i>i) Graduate Engineer</i>	<i>1</i>	<i>20</i>	<i>Project Manager</i>
	<i>ii) Graduate Engineer</i>	<i>1+1</i>	<i>12</i>	<i>Deputy Project Manager</i>
	<i>iii) Graduate Engineer or Diploma Engineer</i>	<i>2+1</i>	<i>5 or 10</i>	<i>Project/Site Engineer</i>
	<i>iv) Graduate Engineer</i>	<i>1</i>	<i>8</i>	<i>Quality Engineer</i>
	<i>v) Diploma Engineer</i>	<i>1</i>	<i>8</i>	<i>surveyor</i>
	<i>vi) Graduate Engineer</i>	<i>1+1</i>	<i>6</i>	<i>Project Planning/Billing Engineer</i>
<b><i>More than 20 to 50</i></b>	<i>i) Graduate Engineer</i>	<i>1</i>	<i>20</i>	<i>Project Manager</i>
	<i>ii) Graduate Engineer or Diploma Engineer</i>	<i>1+1</i>	<i>5 or 10</i>	<i>Project/Site Engineer</i>
	<i>iii) Graduate Engineer</i>	<i>1</i>	<i>8</i>	<i>Quality Engineer</i>
	<i>iv) Diploma Engineer</i>	<i>1</i>	<i>8</i>	<i>surveyor</i>
	<i>v) Graduate Engineer</i>	<i>1</i>	<i>6</i>	<i>Project Planning/Billing Engineer</i>

**Notes-1** “Cost of work”, in table above, shall mean the agreement amount of the work.  
**2.** Rate of recovery in case of non-compliance of the clause be stipulated at

following rates:-

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

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

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

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



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

<i>Cost of work (Rs in Crore)</i>	<i>Requirement of Technical Staff</i>		<i>Minimum Experience (years)</i>	<i>Designation</i>
	<i>Qualification</i>	<i>Number</i>		
<b>10 to 20</b>	<i>i)Project Manager with degree in corresponding discipline of Engineering</i>	<i>1</i>	<i>10</i>	<i>Principal Technical Representative</i>
	<i>ii)Graduate Engineer</i>	<i>1</i>	<i>5</i>	<i>Technical Representative</i>
	<i>iii) Graduate Engineer or  -Diploma Engineer</i>	<i>2</i>  <i>2</i>	<i>2</i>  <i>5</i>	<i>Project/Site Engineer &amp; Project Planning/Billing Engineer</i>
<b>5 to 10</b>	<i>i)Graduate Engineer</i>	<i>1</i>	<i>5</i>	<i>Principal Technical Representative</i>
	<i>ii) Graduate Engineer or  -Diploma Engineer</i>	<i>2</i>  <i>2</i>	<i>2</i>  <i>5</i>	<i>Project/Site Engineer  Engineer</i>
	<i>i)Graduate Engineer</i>	<i>1</i>	<i>5</i>	<i>Principal Technical Representative</i>
<b>More than 1.5 to 5</b>	<i>ii) Graduate Engineer or  -Diploma Engineer</i>	<i>1</i>  <i>1</i>	<i>2</i>  <i>5</i>	<i>Project/Site Engineer  Billing Engineer</i>
	<i>i) Graduate Engineer or  - Diploma Engineer</i>	<i>1</i>  <i>1</i>	<i>2</i>  <i>5</i>	<i>Principal Technical Representative  Project/Site Engineer/ Billing Engineer</i>
	<i>Up to 1.5</i>	<i>i) Graduate Engineer or  - Diploma Engineer</i>	<i>1</i>  <i>1</i>	<i>2</i>  <i>5</i>

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

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

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

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

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

**F. TIME PERIOD OF THE PROJECT :**

Entire project should be completed and delivered within .....months of time from the date of award of contract that includes/excludes Monsoon.

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

G. \_\_\_\_\_

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

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

Full work will be completed in ..... months including monsoon.

***The above programme is indicative and need to be worked out for every project for major activities) with respect to parameters such as labour, machineries, settling time, procurement and transportation of materials etc. The Dy.Chief Engineer shall approve the phase programme of the project in the Tender Document.***

H.

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

The work of Supply of Poly Aluminium Chloride (PAC) should be for period of 1 year (12 months) from the date of receipt of acceptance letter / Rate Circular irrespective of Monsoon period.

## **6.5 Contract Execution**

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of **Rs. 5000/- per day** will be imposed/ recovered further up to 30days time period failing which the tender/contract shall be terminated and legal action deemed fit will be initiated. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him.

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 supply 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 supply work in good order, the amount of security deposit retained by BMC shall be adjusted towards the excess cost incurred by the Department on rectification work.

## **6.6 Action when whole of security deposit is forfeited:**

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

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

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

~~To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and~~

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

~~In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefor actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the 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 in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.~~

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

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of BMC/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of BMC and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

## 6.8 Submission of Tenders

### PACKET – A

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

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

- a) Valid Registration Certificate.
- b) Valid Bank Solvency Certificate of Minimum Solvency amount as governed by Registration Rules in force for respective Class of Contractor for Civil and M&E works.
- c) A document in support of Registration under GST Maharashtra ‘VAT’ Act 2002. ~~Sales Tax Registration Certificate in Maharashtra (or equivalent requirement under VAT). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit Sales Tax Registration Certificate in Maharashtra~~ shall be submitted within 15 days of issue of work order, failing which payment for the work executed will not be released.
- d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.

The Registered power of attorney shall be submitted in the name of person who is submitting the bid.

The bidders shall categorically provide their Email-ID in packet ‘A’.

#### **NOTE:**

- If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- **If it is found that the tenderer has not submitted required curable documents in Packet “A” then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of three working days otherwise they will be treated as non-responsive.**

**PACKET – B**

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

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

**a) The list of similar type of works as stated in Clause No. 1.1 of Eligibility Criteria; The tenderer or their Manufacturer in their own name should have satisfactorily completed the supply 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 as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)**

**a) Three similar completed works (i.e. completed supply contract or completed quantum of work of ongoing contract) each of value not less than the value equal to 30% of estimated cost put up to tender i.e. Rs.8,38,38,400/-**

**Or**

**b) Two similar completed works (i.e. completed supply contract or completed quantum of work of ongoing contract) each of value not less than the value equal to 35% of estimated cost put up to tender i.e. Rs. 9,78,11,450/-**

**Or**

**c) One similar completed work (i.e. completed supply contract or completed quantum of work of ongoing contract) of value equal and or not less than the 50% of estimated cost put up to tender i.e. Rs. 13,97,30,650/-**

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

They shall submit necessary documentary evidence for satisfactory supply from competent authority. Information furnished in the prescribed proforma (**Proforma-I**) shall be supported by the certificate duly self-attested.

**b) Achieved an average annual financial turnover as certified by 'Authorised Chartered Accountant' (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of the tender work i.e. Rs.8,38,38,400/- in last three (3) financial years immediately preceding the Financial Year in which bids are invited with Audited Balance Sheets.**

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

**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 of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as an evidence).~~
- i) The bidder shall give undertaking on each Rs.500/- stamp paper as per the proforma annexed in Annexure-B (Pre-Contract Integrity pact), Annexure-C (Indemnity bond), Annexure-D (Best price) and Annexure-E (Litigation & Arbitration History).
- ii) Pre bid meeting minutes, signed copy of Addendum if any.
- iii) The bidder shall disclose the litigation history in Packet “B” under the head “ Details of Litigation History”.

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

Litigation History must cover- Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt. Central Govt. Or any authority under State or Central Govt./Govt. Or any authority under State or Central Govt./Govt. Organisation initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC and BMC is party in the litigation against the company, firm, directors 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 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 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 timeframe.

**PROFORMA:-**

Other Party(ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status.
1	2	3	4	5

**NOTE:**

- i. Bidders shall submit the undertaking for Declaration by the Tenderer, Undertaking cum Indemnity Bond and Declaration for Best Price each on a single Rs.500/- stamp paper.**
- ii. The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.**
- iii. The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.**
- iv. The successful bidder shall submit the signed form of the tender, specification of works if any and the schedule of rates.**
- v. If it is found that the tenderer has not submitted required curable documents in Packet “B” then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of three working days otherwise they will be treated as non-responsive.**
- vi. The scrutiny fee for the e-tender shall be paid through challan in BMC’s CFCs as per Circular no. CA/FRG/18 dtd:27.02.2024 after opening of Packet A , Packet B.**
  - ~~**i) Regular and Routine works:** The successful bidder shall make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder and, to that effect he will ensure commitment on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of BMC.~~
  - ~~**ii) New and Original Works:** The bidder should, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with~~



assessment study of requirements of equipment/plants & machineries to allow the employer to review their proposal. The bidder shall ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of BMC.

*iii) Special Works: The concerned Ch.Eng. shall enlist the equipments in the tender document justified for the project and ensure the capacity of the bidder for the same with the approval of concerned AMC.*

**Note:**

***Insistence of availability of equipments/plants at a particular distance from site should not be made in the tender document.***

- iv) 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.
- v) Statement showing assessed available Bid Capacity.
- vi) The undertaking of Rs.500/- stamp paper as per the proforma annexed in 'Annexure B & C'

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

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

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

**Note:**

- i. The Electrical / Mechanical work shall be got carried out by the civil contractors through the contractors registered with BMC. in Electrical Category. Information about the registered contractors shall be obtained from the office of the Ch.E. (M&E)/ E.E. (Monitoring & Registration Cell). Attested scanned copy of the valid registration certificate in Electrical Category shall be uploaded with the tender along with the undertaking from the registered Electrical Contractor stating his willingness to carry out the tender work.

### PACKET – C

- a. Online tender filled in either percentage plus or minus (above or below), or at par. (There is no separate provision to quote % in physical form, this is a part in Header Data of online Tendering). For

Packet 'C' tenderer(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes his percentage variation figures. (If entered '0' it will be treated as 'at par'. By default the value is zero only).

Note:-1 In case of rebate/premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted bidders after demand notification by e-mail to bidders by concerned Dy.Ch.Eng. The format for rate analysis is annexed at Annexure D.

Note:-2 Rate analysis in prescribed format shall be submitted online to the engineer in-charge within 3 working days from the date of communication on email, failing which EMD will be forfeited, and the bid will be rejected, and next successful/responsive bidder will be considered. Thereafter, negotiation will be done with the said successive/responsive bidder with respect to his quoted rate.

Online tender is to be filled on Item Rate basis. For Packet 'C' tenderer(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes his bid amount in numerical figures (i.e. each item rate).

## **6.9 BID SECURITY OR EMD**

The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Header Data Sheet (2% of the Estimated Cost). This bid security shall be in favor of the authority mentioned in the Header Data Sheet and shall be valid till the validity of the bid.

The tenderer shall pay total EMD/Bid Security amount as specified in **Header Data Sheet of the Draft Tender**.

### **1) Mode of Payment of EMD**

A tenderer shall pay entire amount of EMD through payment gateways of GoM on URL <http://mahatenders.gov.in>. The bidder shall upload scan copy of online paid EMD along with the bid submission in Packet 'A'.

Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as Non-Responsive.

### **2) If Non-Responsive:**

If the bidder is found non-responsive after scrutiny of packet 'A'/'B', in such circumstances, the bidder will be made non-responsive and financial packet 'C' of non-responsive bidder will not be opened. However, there will not be any forfeiture of EMD.

### **3) Shortfalls:**

Maximum 5 shortfalls of curable defects shall be allowed and in case, curable defects are not compiled by the bidder within given time period, the bidder shall be treated as 'Non-Responsive' & such cases will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be

viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. Shall be taken by Registration Cell with due approval of concerned AMC.

#### **4) Refund of EMD**

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

d) The Bid security of successful bidder will be discharged when the bidder has signed the agreement and/or furnish the required Security Deposits as elaborated in Standard Bid Document.

#### **5) Forfeiture of Entire EMD:**

The existing conditions laid down in Standard Bid Document regarding forfeiture of entire bid security (EMD) shall remain unchanged.

#### **The Bid Security may be forfeited:**

1. If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
2. 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.

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

~~B) In case of curable/non curable defects due to non-fulfilment of requirement of BMC as prescribed and in the event, the bidder becomes non-responsive & the 10% EMD will be forfeited and bid will be rejected. This shall be in addition to any forfeiture of proportionate EMD for curable defects as per other relevant clauses of the tender document, if applicable.~~

~~C) In case of non workable rate analysis and misleading information submitted by the bidder, EMD shall be forfeited and bid will be rejected.~~

~~D) In packet 'A' as well as packet 'B', 02 nos. of shortfall in curable defects will be allowed & 2% EMD will be forfeited for each shortfall thereafter.~~

#### **Note:**

- i) Curable Defect shall mean shortfalls in submission such as:
  - a. Non-submission of following documents,
    - i. Valid Registration Certificate
    - ii. Valid Bank Solvency

- iii. **GST Registration Certificate**
- iv. **Certified Copies of PAN documents and photographs of individuals, owners, etc**
- v. **Partnership Deed and any other documents**
- vi. **Undertakings as mentioned in the tender document.**
  - b. **Wrong calculation of Bid Capacity,**

- ii) **Non-curable Defect shall mean**
  - a. **In-adequate submission of EMD amount,**
  - b. **In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.**
  - c. **Failure in Sample Testing.**
  - d. **No proper submission of experience certificates and other documents, etc.**

#### **6.10 BID VALIDITY**

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

#### **6.11 DEFECT LIABILITY PERIOD**

- a) The Vendor is expected to carry out the material supply work as per the specification for the material so as to meet the requirement. It is expected that the supply of materials will be reasonably fit for the purpose for which they are required.
- b) During the Defect Liability Period which commences on completion of contract period, the Engineering In charge shall inform or the vendor is expected to be informed of any defective supply works by the Employer's representative of the defects and make good at vendor's cost with an intention of giving opportunity to the vendor of making good the defects appeared during that period. It is the vendor's obligation under the contract to replace defective material / rectify the defects that appear during Defect Liability Period and the vendor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.
- c) If defective material supply or workmanship or design have been knowingly covered-up or concealed so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided

period may be delayed until discover actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.

d) The DLP shall be as below:

Dept.	Type of works	DLP
H.E. / Dy.H.E. (Stores)	<b>Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year.</b>	<b>12 months</b>

e) Also, in case of defect, the Engineer shall give notice to the vendor of any Defects before the end of the Defects Liability Period, which begins at date of supply of material. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the vendor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the vendor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The vendor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

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

~~The Contractor is expected to carry out the construction work in Workmen like manner so as to meet the requirement and specification for the project. It is expected that the Workmanship and materials will be reasonably fit for the purpose for which they are required.~~

~~Defects or defective work is where standard and quality of workmanship and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which fail short of complying with the express descriptions or requirements of the contract, especially any drawings or specifications with any implied terms and conditions as to its quality, workmanship, durability, aesthetic, performance or design. Defects in construction projects are attributable to various reasons.~~

~~Some of the defects are structural defects results in cracks or collapse of faulty defective plumbing, inadequate or faulty drainage system, inadequate or faulty ventilation, cooling or~~

heating systems, inadequate fire systems etc. The defects could be various on accounts of different reasons for variety of the projects.

The Engineering In charge/Project Officer shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work, the Engineering In charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.

If defective work or workmanship or design have been knowingly covered up or concealed so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until discover actually occurson at least the defect could have been discovered with reasonable diligence whichever is earlier.

The DLP shall be as below:

Dept	Type of works	DLP
<b>Roads/Bridge</b>	For cement concrete road/ Mastie works	5 years
	Asphalt work	3 years
	Paver Bloek	3 years
	Structural work	5 years
	General works	5 years
<b>BM/SIC/HIC</b>	General works	3 years
	Structural work	5 years
	Waterproofing works	5 years
<b>Ward Works</b>	All ward level works	2 years
<b>Other Works</b>	Pot holes and pre-monsoon bad patch repair work	1 years
<b>For other dept</b>	HE, WSP, SP, SWD, Garden	3 years

## **6.12 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

### **Security Deposit**

The security deposit shall mean and comprise of

1) Contract Deposit

~~2) Retention Money.~~

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

1) — ~~Retention Money~~ — The contractor shall pay the retention money an amount equal to ~~five (5) percent~~ of the Contract Sum which will be recovered from the contractors every bill i.e.

~~interim / running / final bill. The clause of retention money will not be applicable as it is supply item tender.~~

**~~B. Additional Security Deposit~~**

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

~~Additional security deposit = (X/100) x office estimated cost,  
Where X=percentage rebate quoted above 12%~~

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

**~~C. Performance Guarantee~~**

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

<b>Offer</b>	<b>PG applicable %</b>
For premium, at par and rebate 0 to 12%	PG= 0.92% x contract sum applicable for rebate of 12%
For rebate of 12.01%	P.G. = {0.92% x contract sum applicable for rebate of 12%} + (X) x contract sum wherever X= percentage rebate quoted more than 12%

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

~~The PG shall be paid in one the following forms.~~

- ~~I) — Cash (In case guarantee amount is less than Rs.10,000/-~~
- ~~II) — Demand Draft (In case guarantee amount is less than Rs.1,00,000/-)~~
- ~~III) — Government securities~~
- ~~IV) — Fixed Deposit Receipts (FDR) of a Schedule Bank.~~
- ~~V) — An electronically issued irrevocable bank guarantee bond of any Schedule bank or f in the prescribed form given in Annexure.~~

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

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

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

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

**~~D. Refund of Security Deposit~~**

**I. Refund of Contract Deposit**

~~The Contract Deposit shall be released within 30 days after completion of 3<sup>rd</sup> year of DLP (in case of 5 years DLP) and after issue of 'Defect Liability Certificate' (in case of 1 or 2 or 3 years DLP) subject to no recoveries are pending against the said work, provided that the Engineer is~~

satisfied that there is no demand outstanding against the Contractor. No claim shall be made against the Balance Contract Deposit after the issue of Defects Liability Certificate.

The Contract Deposit shall be released within 30 days after completion of DLP of 1 year period and after issue of 'Defect Liability Certificate' from the user sections, subject to no recoveries are pending against the said supply of material, provided that the Engineer is satisfied that there is no demand outstanding against the Vendor. No claim shall be made against the Balance Contract Deposit after the issue of Defects Liability Certificate.

**II. Refund of Retention Money**

One-half (50%) of the Retention Money shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works. In the event the Engineer issues a Taking-over Certificate for a section or part of the Permanent Works, only such proposition thereof as the Engineer determines (having regard to the relative value of such section or part of the Works) shall be considered by the Engineer for payment to the Contractor.

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

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

**III. Refund of Additional Security Deposit**

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

**IV. Refund of Performance Guarantee**

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

1) Summary of time of Refund of deposit is tabulated as follows:

**a) Time of Refund for works having 5 years DLP**

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

**b) Time of Refund for works having 1 or 2 or 3 years DLP**

<b>Deposits refunded after completion</b>	<b>After Completion of DLP</b>
<b>ASD + 50% of RM</b>	<b>CD+50% of RM + PG</b>



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

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

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

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

**Successful tender shall pay the Legal Charges +Stationary charges as per Circular no 26206 dtd. 31.08.2023 or as amended.**

अनु .क्र.	कंत्राट किंमत	एकत्रितरित्या आकारावयाचे सुधारित विधी व लेखन साहित्य आकार दि.01.09.2023 पासून दि.31.03.2024 पर्यंत
1.	रु.50,000/-	निरंक
2.	रु.50,001 ते रु.1,00,00,000/-	कंत्राट किंमतीच्या 0.10% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक 18% दराने वस्तू व सेवाकर (किमान रु.1000/- अधिक वस्तू व सेवाकर आणि कमाल रु.10000/- अधिक वस्तू व सेवाकर)
3.	रु.1,00,00,001 ते रु.10,00,00,000/-	रु.1,00,00,000/- पर्यंतच्या कंत्राट किंमतीसाठी रु.10,000/- अधिक रु.1,00,00,000/- पेक्षा जास्त रक्कमेवर 0.05% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक 18% दराने वस्तू व सेवाकर
4.	रु.10,00,00,001/- ते पुढील कंत्राट किंमतीसाठी	रु.10,00,00,000/- पर्यंतच्या कंत्राट किंमतीसाठी रु.55,000/- अधिक रु.10,00,00,000/- पेक्षा जास्त रक्कमेवर 0.01% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक 18% दराने वस्तू व सेवाकर

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

**F. Stamp Duty: (As per applicable circular)**

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

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

(a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
(b)	Where it exceeds rupees ten lakhs	Five Hundred Rupees plus 0.10% of the amount above rupees Rs. 10 Lakhs subject to maximum of Rs. 25 Lakhs OR Levied by Govt. Of Maharashtra at the prevailing rates.

ii. The successful bidder within 30 days from the date of the work order for executing the contract work under reference shall enter into a contract agreement with the B.M.C. by submitting the necessary / required documents to the satisfaction of the concerned Executive Engineer & Account Officer. The contract agreement shall be adjudicated for payment of stamp duty by the successful bidder and accordingly the successful bidder shall pay the stamp duty on the contract agreement within such time so as to ensure that the contract agreement is executed within the stipulated period as aforesaid. The cost worked out after adding the physical & cost contingencies shall be considered for computing the stamp duty charges to be paid for the contract agreement.

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 vendor and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.

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

v. **Bank Guarantee:-** ~~As per Article 54 read with 40(b) of Stamp Duty Act, Stamp Duty of 0.5% for the amount secured by such deed subject to the maximum of Rs.10 Laes will be applicable to the all B.G. submitted & which are required to be renewed after expiry of time period (Stamp Duty payable on B.G. Minimum Rs.500/- or 0.5% of the total B.G. amount.)~~

**6.13 IMPORTANT DIRECTIONS**

1. All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for qualification criteria. All

the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places.

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

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

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to [dyhestores.he@mcgm.gov.in](mailto:dyhestores.he@mcgm.gov.in). The subject shall clearly bear the following identification/ title: **"Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year."** Any changes in mail ID will be intimated on the portal.

3. The tender for supply of materials is based on **Item Rate basis**. The contract is awarded to the item wise Lowest bidder/s. In case of **Equal Item Rates** of lowest bidders (L1), the allotment of supply work shall be done by giving 48 hrs (**2 working days**) from the day of opening of packet C **on same BID-Document number for re-quoting** and such development needs to done by IT department in BMC's SRM system. **Till such development is made; 'Physical Sealed Bids' shall be called from the bidders quoting the same rates i.e. L1.**

In case of equal item rates of lowest bidders are obtained even after re-quoting, then the successful bidder will be decided by lottery system by H.E. H.E.'s decision in this matter will be final & binding on all the bidders.

~~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-Document number for re-quoting** and such development needs to done by IT department in BMC's SRM system. **Till such development is made; 'Sealed Bids' shall be called from the bidders quoting the same rates i.e. L1.**~~

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

~~The bidder shall need to submit the additional ASD if applicable within 7 days after receipt of notification issued by concerned Chief Engineer. Also, the Performance Guarantee shall be paid in 15 days after receipt of Letter of Acceptance.~~

#### **6.14 GENERAL DIRECTIONS TO TENDERERS:**

6.14.1 Firms with common proprietor / partner are connected with one another either financially or as master and servant or with proprietor / partner closely related to each other such as husband, wife, father / mother and minor son / daughter and brother / sister and minor brother / sister, shall not tender separately under different name for the same contract.

6.14.2 If it is found that firms as described as in clause 6.14.1 have tendered separately under different names for the same contract all such tenders shall stand rejected and tender deposit of each such firm

/establishments shall be forfeited. In addition, such firms / establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.

6.14.3 If it is found that closely related persons as described as in clause 6.14.1 have submitted separate tenders under different names of firms, establishment but with common address for such establishment / firms and / or if such establishment firms though they have different address, are managed or governed by the same person / persons jointly or severally such tender shall be liable for action as in clause 6.14.2 including similar action against firms / establishment concerned.

If after award of contract, it is found that the accepted tenderer violates any of the clauses, 6.14.1, 6.14.2, 6.14.3 the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.

Tenderers should note in addition to the official address, they should furnish private residential address, mobile nos., email ids of the partners. Any fault in this respect may justify the rejection of Tender. In the event of tender being accepted, full amounts of contract deposit must be paid and contract must be signed by all the partners of the firm and if one or more partners be not available for the purpose, signatory must produce a Power of Attorney must be registered in the office of C.A (Finance) / C.A (Treasury) / C.A (WSSD).

In the case of a Joint Stock Company, the contract must be sealed with the seal of the company in the presence of and signed by the two Directors or by a person duly authorized to sign the contract for the Company by a power of attorney, such power being sealed and signed as aforesaid. All such power of attorney must be registered in the Municipal Office.

**Tenderers must distinctly understand:**

- a) That they will be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" will not on any account be admitted as an excuse on their part for infringement of any of the conditions.
- b) That no alternation or interpolation will be allowed to be made in any of the terms and conditions of this contract or in the Specification of in the Schedule, and that if any such alteration or interpolation be made by a Tenderer, his tender will, at the option of the Municipal Commissioner, either be rejected or to be treated as if no such alteration or interpolation has been made.
- c) That the full contract deposit must be paid within the time specified and the contract must be executed within the stipulated time frame by the successful tenderer.
- d) That a postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Corporation having in possession other deposits on account of other tenders or contracts, which deposit may be or become returnable to the tenderers and which they may wish to transfer as a deposit under this contract. Such transfers will not under any circumstances be permitted.

**6.15 Tenderers shall note that if the conditions of G.C.C. are in variance with the conditions contained in the tender document the conditions of the tender document shall prevail.**

#### **6.16 MODIFICATIONS IN TENDER DOCUMENT**

If B.M.C. considers it is necessary to carry out any modifications, in the tender documents and extend the closing date of the tender the same shall be made by an addendum. Copy of addendum will be uploaded on B.M.C.'s portal. Each addendum shall be signed by the tenderer(s) and scanned copy of the same should be uploaded in Packet 'B'. The tenderer(s) shall not add or amend the text of any documents contained in tender document.

#### **6.17 TAXES AND DUTIES ON MATERIAL**

(i) The tenderer shall quote inclusive of all taxes other than GST (**Excluding GST**), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.

Input Tax Credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

(ii) **“Chapter XXI-Miscellaneous, section 171(1) of GST Act, 2017 governs the ‘Anti Profiteering Measure’ (APM).**

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

**Accordingly, the contractor should pass on the complete benefit *accruing to him on account of reduced tax rate or additional input tax credit*, to B.M.C..**

**Further, all the provisions of GST Act will be applicable to the tender.”**

#### **6.18 SOLVENCY CERTIFICATE**

Tenderer(s) shall upload a scanned copy of latest solvency certificate for required amount of **Rs. 60 Lacs** from a bank of B.M.C. approved list attached issued ***maximum 6 (six) months prior to due date of tender.*** Latest solvency certificate shall be submitted in physical format if the tender is awarded to bidder.

#### **6.19 ERRORS AND DISCREPANCIES IN TENDER**

If tender contains errors in the Bill of Quantities such as computing mistakes, incorrect transfer etc. the Engineer will inform the tenderer(s) of such errors or discrepancies and rectify the errors or discrepancies and will re-total the amounts of Bill of Quantities. The foregoing procedure may be applied at any time

prior to award of contract and the Engineer is not liable for any error or discrepancy which was not discovered during scrutiny of the tender.

## **6.20 EVALUATION OF TENDER**

In comparing tenders, the corporation shall consider such factors as the efficiency and reliability of instrument and methods proposed, compliance with the specifications, quality and the tenderer's capacity to perform vis-à-vis the time of completion.

## **6.21 AWARD OF CONTRACT:-**

If two (02) bidders are responsive, the tender will be split up into 60:40 ratio between the bidders; if three(03) bidders are responsive, the tender will be split up into 50:30:20 ratio among the bidders.

**The bidders have to quote for one(01) item-1) Supply rate of PAC (Rs. per MT). Failing which will cause disqualification. The contract will be awarded as under:**

### **A) If two (02) bidders are responsive:-**

Keeping in mind the significance of PAC in daily water treatment process in order to obtain fastest response time in delivery of PAC at water treatment plant, **two (02)** different suppliers for the tendered quantity for the supply of Poly Aluminium Chloride (PAC) will have to be appointed.

- i) If bidder is 1<sup>st</sup> lowest (L1) then he will be awarded 60 % of the contract Qty. for the tender item.
- ii) The L2 bidder will be eligible for award of 40% of the contract Qty., after matching his rates with that of L1 bidder.
- iii) Notification of award by way of work order prior to the tender validity period will be issued in writing to successful tenderers. The contract will be awarded to the lowest & responsive tenderer(s) offering the lowest item rate in conformity with the tender document. Corporation reserves right to accept/reject any or all tenders and to annul the tendering process at any time prior to award of contract.

Prior to the expiry of the Tender validity, the Corporation will notify the successful tenderer(s) by a letter that his tender has been accepted, if required. This letter herein after and in condition of contract is called "The Letter of the Acceptance". Notification of Award will constitute the information of the contract.

**The tender is based on Item Rate basis. The tender will be split up on the basis of the lowest rate 'L1' quoted by the bidders for the respective tender items. However, final decision to award the contract to single lowest bidder or multiple lowest bidders will be at the sole discretion of BMC and decision in this regard will be final & binding on all the bidders.**

The quantity shall be distributed among the Tenderers in proportion of 60:40 ratio, subject to matching of rates by L2 with first lowest bidder (L1). L1 shall be eligible to be allotted for 60% Qty., second lowest bidder (L2) shall be eligible to be allotted for 40% Qty. of the tender item of the contract. Sometimes due to unavoidable circumstances, the tender process and subsequent appointment of suppliers of PAC may get delayed. Hence, provision is made for the supply of additional 25% quantity of supply of PAC.

Additional 25 % quantity if required shall be supplied by each contractor over their allotted quantities at the same rate during the extended period of contract. The Corporation on the other hand agrees that they are not bound to purchase the PAC valued at not more than 50% of the total amount of the contract for which the contractor shall not claim any damages of any nature whatsoever against the Corporation. The tenderers shall have to quote for minimum of 50% of the tendered quantity of Supply of PAC. The distribution of the quantity among tenderers shall be subject to their matching the rates with the first lowest bidder. The consent of matching of rates with L1 shall have to be given within 10 days after opening of Commercial bid or intimation letter.

In case L2 tenderer is not ready to come forward for matching rates with L1, the remaining 40% tender quantity shall be offered to next responsive bidder and so on. In case, no bidder is ready to match with L1, then 60 % of the Qty. shall be allotted to L1 and tender shall be re-invited for the balanced quantity of 40% .

In case of the re-invitation of tender for the balanced 40% quantity, the L1 bidder shall not be allowed to participate for the tender re-invited for the balanced quantity.

In continuation of the above, if L1 & L2 are authorized bidders of different manufacturers or they are different manufacturer themselves, then only 60% quantity will be allotted to the L1 for supply and remaining quantity of 40% will be allotted to L2 subject to matching of rates with L1 within 10 days after opening of Packet 'C'. However, If L1 & L2 are authorized bidders of same manufacturer, then only 60% quantity will be allotted to L1 & L2 will not be allotted the remaining 40 % quantity and in such case, the next responsive bidders i.e. L3, L4 and so on will be allotted the remaining 40% quantity subject to their matching the rates with L1 and provided they represent different manufacturer other than that of L1.

**In any case, more than one part out of the said portion i.e. 60:40 will not be allotted to single bidder of the same manufacturer or manufacturer himself.**

The Municipal Commissioner does not bind himself to accept the lowest or any tender, and reserve the right to select one or more items of the tender without reference to other items of the tender and the tenderer will be required to supply any item or items so selected at the rate or rates tendered.

The tenderer shall submit the copy of Registration issued under Employees provident fund and Miscellaneous Provisions Act 1952.

The tenderer shall also submit the copy of registration certificate issued under Employees State Insurance Corporation (E.S.I.C Act 1948).

**B) If three (03) bidders are responsive:-**

Keeping in mind the significance of PAC in daily water treatment process in order to obtain fastest response time in delivery of PAC at water treatment plants, **three(03)** different suppliers for the tendered quantity for the supply of Poly Aluminium Chloride (PAC) will have to be appointed.

i) If bidder is 1<sup>st</sup> lowest (L1) then he will be eligible for the award of 50 % of the contract.

ii)The L2 bidder will be eligible for the award of 30% of the contract and L3 bidder will be eligible for the award of 20% of the contract, depending on the matching of their rates in the tender item with that of L1 bidder.



iii) Notification of award by way of work order prior to the tender validity period will be issued in writing to successful tenderer. The contract will be awarded to the lowest & responsive tenderer(s) offering the lowest item rate in conformity with the tender document. Corporation reserves right to accept/reject any or all tenders and to annul the tendering process at any time prior to award of contract.

Prior to the expiry of the Tender validity, the Corporation will notify the successful tenderer(s) by a letter that his tender has been accepted, if required. This letter herein after and in condition of contract is called "The Letter of the Acceptance". Notification of Award will constitute the information of contract.

**The tender is based on Item Rate basis. The tender will be split up on basis of the lowest rate 'L1' quoted by the bidders for respective tender items. However, final decision to award the contract to single lowest bidder or multiple lowest bidders will be at the sole discretion of BMC and decision in this regard will be final & binding on all the bidders.**

The quantity shall be distributed among Tenderers in proportion of 50:30:20 ratio, subject to matching of rates by L2/L3 bidders with first lowest bidder (L1). L1 shall be eligible for the award of 50% Qty., second lowest bidder (L2) shall be eligible for the award of 30% Qty. and (L3) bidder shall be eligible for the award of 20% Qty. of the tender item of the contract respectively. Sometimes due to unavoidable circumstances, the tender process and subsequent appointment of suppliers of PAC may get delayed. Hence, provision is made for the supply of additional 25% quantity of PAC. Additional 25 % quantity if required shall be supplied by each contractor over their allotted quantities at the same rate during the extended period of contract. The Corporation on the other hand agrees that they are not bound to purchase the PAC valued at not more than 50% of the total amount of the contract for which the contractor shall not claim any damages of any nature whatsoever against the Corporation. The tenderers shall have to quote for minimum of 50% of the tendered quantity of the item of the contract i.e. Supply of PAC. The distribution of the quantity among tenderers shall be subject to their matching the rates with the first lowest bidder. The consent of matching of rates with L1 shall have to be given within 10 days after opening of Commercial bid or intimation letter.

In case L2/L3 tenderer are not ready to come forward for matching rates with L1, the remaining 30% & 20% tender quantity shall be offered to next responsive bidders and so on. In case, no bidder is ready to match with L1, then 50% of the quantity shall be allotted to L1 and tender shall be re-invited for the balanced quantities of 30% & 20%.

In case of the re-invitation of tender for the balanced 50% quantity, the L1 bidder shall not be allowed to participate for the tender re-invited for the balanced quantity.

In continuation of the above, if L1, L2 & L3 are authorized bidders of more than one manufacturer or they are different manufacturers themselves then only 50% quantity will be allotted to the L1 for the supply & remaining quantity in proportion 30% & 20% will be allotted to L2 & L3 respectively subject to their matching rates with L1 within 10 days after opening of packet 'C'. However, if L1, L2 & L3 are authorized bidders of same manufacturer, then 50% quantity will be allotted to L1 only & L2, L3 will not be allotted the remaining 50% quantity in respective proportion. In such case, the next responsive bidders i.e. L4, L5 & so on will be allotted the remaining 50% quantity in the respective proportion subject to their matching the rate with L1 and provided they represent different manufacturers other than that of L1.



**In any case, more than one part out of the said portion i.e. 50:30:20 will not be allotted to single bidder of the same manufacturer or manufacturer himself.**

The Municipal Commissioner does not bind himself to accept the lowest or any tender, and reserve the right to select one or more items of the tender without reference to other items of the tender and the tenderer will be required to supply any item or items so selected at the rate or rates tendered.

The tenderer shall submit the copy of Registration issued under Employees provident fund and Miscellaneous Provisions Act 1952.

The tenderer shall also submit the copy of registration certificate issued under Employees State Insurance Corporation (E.S.I.C Act 1948).

**6.22 Penalty:**

If successful tenderers fail to comply with orders within the delivery period stipulated i.e. 30 days, the Municipal Commissioner /Dy.H.E(Stores/Purchase)/ Indenting Department shall exercise his discretionary power either:-

**(I) Penalty for delay in Supply:-**

(a) To recover from the contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding 1/2% of the price of the material, which the contractor has failed to deliver, per week or part thereof during which delivery of such delayed supplied material is not complied with within stipulated time period. The penalty is subject to the maximum limit of 10% of the value of supply material not received in time is to be deducted from the Contractor's Bill, Contract Deposit, or EMD or any amount due to contractor from BMC.

OR

(b) To purchase from elsewhere after giving due notice to the contractors /suppliers on that account at his risk and expenditure incurred to that effect shall be recovered from the said contractor/supplier.

OR

(c) To cancel the contract and orders and forfeiture of EMD, Contract Deposit and blacklisting the firm/company along with their partners/directors.

**(II) Penalty for inferior quality of material:-**

(a) In case the contractors/suppliers at any time during the continuance of the present contract and even beyond the delivery period, supply any of the materials mentioned in schedules/Material Purchase Order which are rejected because of inferior quality on account of their being substandard and not conforming to relevant tender specifications, the penalty shall be levied at 20% of the cost of such material. Further, it is obligatory on the part of supplier to supply such rejected materials with approved ones within 30 days as per the competent authority's approval.

OR

(b) If the inferior quality materials is not replaced within 30 days, then the said material will be purchased from elsewhere after giving due notice to the contractors /suppliers on that account at his risk and expenditure incurred to that effect shall be recovered from the said contractor/supplier.

OR

(c) To cancel the contract and orders and forfeiture of EMD, Contract Deposit and blacklisting the firm/company along with their partners/directors, if supply of inferior quality of material is found frequently.

### **6.23 Supply & Testing:**

a) The supplier shall produce copy of manufacturer's test certificate /Guarantee Certificate with each supply lot. If required, material will be tested as per relevant IS specifications and the charges for testing shall be borne by the supplier/vendor.

b) If required by BMC, the supplier shall have to get the material tested and obtain the test certificate from Dy.H.E.(Bhandup Complex)/ Dy.H.E.(Pise-Panjabpur Complex) of H.E. department for materials to be supplied, before delivery of material to consumer section.

c) Necessary action regarding defective supply/ incomplete supply /delay supply and dispute if any, with the vendor shall be resolved by the user department with the help of the competent authority i.e. as stated in clause no. 6.22 earlier.

### **6.24 SPECIAL INSTRUCTIONS TO TENDERERS FOR e-TENDERING OF BMC**

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

The bidders can enroll themselves on the website <https://mahatenders.gov.in> using the option "Online Bidder Enrollment". Possession of a Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://mahatenders.gov.in> under the link "Information about DSC".

The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Vendors can also attend the training/familiarization programme on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

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

1. Bidder should do Online Enrolment in [www.mahatenders.gov.in](http://www.mahatenders.gov.in) Portal using the option to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as Mudhra CA/ GNFC/ IDRBT/ Mtnl Trust line/Safe Scrypt/ TCS.

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

3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. Applicant will upload Packet A documents in cover 1 “Fee” and Packet B related Documents in cover 2 “PQC” respectively.
8. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns in the uploaded BOQ, else the bidder is liable to be rejected for that tender. For commercial details (in Packet C) contractors will fill data in financial bid in BOQ and quotes his “(+) or (-) Percentage” (i.e.% quoted) figure.
9. If there are any clarifications, this may be obtained online through the e Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
10. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
12. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
13. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
14. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
15. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message

after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.

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

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

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

## 28. BARRING PHYSICAL SUBMISSIONS

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

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

31. Following documents shall be uploaded by the Tenderers in the folder named “Bidder’s Documents” in the online e-Tender.

- a) Scanned copy of valid registration certificate, if applicable.
- b) Scanned copy of receipt of online payment of E.M.D. amount.
- c) Scanned copy of Valid Bank Solvency Certificate.
- d) Scan & upload his original Certificate of Registration of GST issued by Govt. Authorities in

prescribed form. Those who have not registered, shall submit an undertaking to the effect that, if they are successful tenderer, they shall submit GST Registration Certificate within 15 days of issue of work order, failing which, payment for the work executed will not be released.

- e) 1) Tenderer should Scan and upload his own “PAN Card” in case of Retailer /Dealer /Supplier /Distributor etc.
- 2) In case of Company or Firm the tenderer should scan and upload
- (a) “PAN Card” of Proprietor in case of proprietary/ownership Firms.
  - (b) (i) “PAN Card” of a company in case of Private Limited Co.  
(ii) “PAN Card” of a Firm in case of Partnership firm.
  - (c) The Sansthas/Societies/Trust which are registered under Public Trust Act 1950/ Registration Act 1860/The Maharashtra Co-Op Societies Registration Act 1960 (whichever is applicable) has to scan and upload the “PAN Card” of Sansthas/Societies /Trust only.
- f) Scanned copy of Latest Partnership Deed, in case of Partnership firms.
- g) Full address of Office / Branches, Factory / Go down and service centre.
- h) Telephone Nos. of respective Offices / Factories / service centre.
- i) Scanned copy of duly registered Power of Attorney wherever applicable.
- j) List of works/supply, carried out in past and the name of Agency/Department through which or for which the works were carried out and/or supply was made, Work Orders/Performance certificates from the users.
- k) Authorization letter from the manufacturer as per the format.
- l) Catalogues, literature, brand name, make, year of manufacture, ISI registration certificate etc. as applicable.
- m) Technical specifications, “Tender form” document duly filled in, agreement document, Annexure; Appendix, etc. duly filled in.
- n) Tenderer shall submit the copy registration certificate of ESIC Act 1948 & EPF & MP Act 1952 if applicable otherwise submit the declaration on stamp paper of Rs. 200/- each.
- o) Undertaking on Rs. 500/- Stamp Paper for best price & undertaking cum indemnity bond on Rs. 500/- stamp paper for subject supply.
- p) Declaration by the Bidder (To be filled in and signed by the bidder and to be submitted on non judicial stamp paper of Rs, 500/-duly notarized by Notary Public / First Class Magistrate.)
- q) Declaration for Best price on Rs. 500/- Stamp paper (**Submit original to the office of Dy. H.E. (Stores), Worli**)

The documents shall be certified by the Gazetted Officer OR Officers not below the rank of Assistant Engineers / Administrative Officers of B.M.C. OR practicing Notary approved by the Govt. of Maharashtra, Govt. of India with his stamp with or without a red seal clearly stating his name and registration number.

**18. Tenderers may note that Municipal Commissioner shall reject the tender if the bidder submits the conditional tender, stipulates hedging condition / own conditions and also stipulates the validity period less than what is stated in the tender.**

#### **6.25 INSTRUCTIONS TO TENDERES (IT)**

**NOTE:** These instructions are provided to assist Tenderer while preparing the Bids. These form part of the Contract and these shall be taken into consideration in interpreting or construing the Contract.

**1.0** Bill of Quantity & rates:

The bidder shall quote the rates and/or amount for the said supply/work (including all taxes, duty, charges etc.) by filling in the values on the screen online. All the inputs given on this screen need to be digitally signed.

**2.0** Bid Form:

The bidder shall fill in all the blanks and wherever the rate is to be written online only.

**3.0** Signing of Bid:

Tenderers are required to sign at appropriate places i.e. the Tender form, specifications and Appendices 'B', technical specifications etc. However Bill of Quantities and Rates shall be filled online & digitally signed. If the Bid is made by an individual it shall be signed with his full name above his current address.

If the Bid is made by a proprietary firm it shall be signed by the Proprietor above his name and the name of his firm with its current address.

If the Bid is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the Bid in which case a certified copy of the power of Attorney shall accompany the Bid. A certified copy of the partnership deed, current address of the firm and full names and current addresses of all the partners of the firm shall also accompany the Bid.

If the Bid is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the Power of Attorney for signing the Bid in which case a certified copy of the power of Attorney shall accompany the Bid. Such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

Power of attorney must be registered in the office of Chief Accountant (W.S.S.D.) and Hydraulic Engineer /Dy. H.E. (Store/Purchase) shall be informed accordingly.

If the Bid is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state in along with the Bid as to which of the firms shall have the authority for Biding and for completion of the contract documents and furnish evidence admissible in Law in respect of the authority to such firm on behalf of the group of firms for Biding and for completion of the contract document. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the Bid shall be furnished along with the Bid. All witnesses and sureties shall be persons of Status and Probity and their full names, occupations and addresses shall be stated below their signatures.

**4.0** Preparation of Bid: -

**4.1** Technical Bid: -

It shall contain certified copies of following documents. Copies shall be certified by officer not below the rank of Assistant Engineer of B.M.C.

- 1) Receipt of online payment of E.M.D. amount.
- 2) Proofs of Bidder's Eligibility Criteria. (submit original letter of mfg. to the office of Dy. H.E. (Stores), Worli)
- 3) Tender Document.(to be uploaded)
- 4) Undertaking on Rs. 500/- Stamp Paper for best price & undertaking cum indemnity bond on Rs. 500/- stamp paper for subject supply, submit the copy registration certificate of ESIC Act 1948 & EPF & MP Act 1952 if applicable otherwise submit the declaration on stamp paper of Rs. 200/-, Declaration by the Bidder (submit original to the office of Dy. H.E. (Stores), Worli)
- 5) Tender form, specifications and Appendices 'B', technical specifications etc. Other forms as specified in Tender documents.
- 6) Attested photo copy of GST Registration Certificate etc.

- 7) Latest Bank Solvency Certificate of **Rs.60 Lacs** from the reputed banks & shall be issued not more than 6 months before the due date as per following schedule.
- 8) B.M.C. Registration Certificate, if applicable.
- 9) The Partnership deed in case of partnership firms and duly registered Power of Attorney in the name of signatory wherever applicable.
- 10) PAN Card & Photographs of the individuals, owners, Karte of Hindu undivided family, firms, private limited companies numbers of directors are more than two in case of private limited companies. However, in case of public limited companies, Semi Government Undertaking, Government Undertakings, no PAN document will be insisted, certified by the Gazetted Officer or Notarized by the Notary, appointed by the Government of Maharashtra or Assistant Engineer of BMC and above pursuant to IT Clause 5(f).

#### 4.2 Commercial Bid

Bill of Quantities & Rates (on line submission)

### 5.0 **Opening of Bids:**

#### 5.1 Date & time of opening of Bids:

The bids cannot be submitted (uploaded) after due date & time mentioned and hence cannot be opened. Technical Bid shall be opened on the due date & time. The date of opening of Commercial bid will be informed to the bidders who are found responsive in the technical bid.

#### 5.2 Attendance:

The bid opening shall be attended by the authorized municipal officers & the bidder's representatives who may choose to remain present (with authorisation letter).

### 6.0 **Bid Price:**

The Tenderer shall fill the rate/values on the screen. All the inputs given on this screen need to be digitally signed and shall invariably include taxes, duties etc. & the cost of the supply arising out of the scope of supply mentioned in the Technical Specifications (T.S.). Services as may be required for completion of supply and the cost of incidental emergencies as may be referred in tender document.

All the bidders have submit the undertaking on Rs.500/- Stamp paper that they have offered the best price for subject supply.

### 7.0 **Rejection of Bids:**

The bids which are found non responsive shall be rejected. A bid is said to be non responsive if any of the following conditions are found true –

- a) The bid submitted without payment of EMD through online payment gateway.
- b) Eligibility Criteria: If the bidder is unable to substantiate its eligibility for the bid.
- c) The bidder stipulates validity of his bid less than the validity mentioned in tender document
- d) The bidder submits a conditional bid
- e) The bid is not physically & digitally signed, wherever applicable, as required in e-tendering
- f) The bid is not accompanied with PAN card & photograph(s).

- g) (i) Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not Bid separately under different names for the same Contract.
- (ii) If it is found that firms as described in (a) have Bided separately under different names for the same Contract, all such Bid(s) shall stand rejected and Bid deposit of each such firm /establishment shall be forfeited. In addition such firms /establishments shall be liable, at the direction of the Municipal Commissioner, for further penal action including blacklisting.
- (iii) If it is found that clearly related persons as in (a) have submitted separate Bid/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such Bids shall be liable for action as in para (b) above including Similar action against the firms/establishments concerned.
- h) Does not disclose the names, residential addresses and telephone Nos. of proprietor, partners in case of partnership firm and directors in case of Pvt. Ltd. and Ltd. Company.
- i) Does not submit information of safety equipments available with the transport vehicle & in office & trained personnel with details of training undergone in relation with meeting emergencies during transportation of hazardous chemicals.
- j) Does not quote rates of individual item online. The rates quoted online will be considered as final.
- k) Non submission of copies of required documents required duly attested by Govt. Gazetted Officer or from the Municipal Officer not below the rank of Asst. Engineer/Administrative Officer OR Practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp with or without a red seal clearly stating his name and registration number.
- l) Tenderers disclose/quote the rates of the items in Technical bid, for any such indication by the tenderers in this bid.
- m) Does not submit undertaking on Stamp Paper for subject supply as per format in the tender document.

\*\*\*If any bidder fails to comply with any of the above conditions or fails to submit relevant information with the bid, it will be open to the department to call for necessary clarification/document by requesting such information from any or all the tenderers either in writing or through personal contact as may be necessary from the bidder before proceeding further with the evaluation of the bid. The tenderer will not be permitted to change the substance of his tender after tenders have been opened. Non compliance with the provision is a cause for disqualification. On scrutinizing the Technical Bid, the shortfall observed after opening of online packet A & B of the bidders shall be called through email by giving clear three days time for compliance. The shortfall shall be called only online. Physical submission of shortfalls will not be considered. However, no changes whatsoever will be permitted on opening of Commercial bid.

## **8.0 Evaluation of Technical Bid:-**

This shall follow for bids which are found responsive pursuant to instructions to tenderer. The bids shall be evaluated for discrepancies, erasures, over writings; documents not legible



etc. and the clarifications shall be sought from the Tenderes in this respect provided the basis of the bid is not affected.

## 9.0 Evaluation of Commercial bid:

This packet shall be opened of those Tenderes who are found responsive in Technical Bid.

### 9.1 Preliminary Evaluation:

The bids shall be evaluated for discrepancies, erasures, over writings, etc. and the clarifications shall be sought from the Tenderes in this respect provided the basis of the bid is not affected.

### 9.2 Final Evaluation:

The lowest quoted bid price shall be considered for award subject to the satisfactory comparison of the same with the estimated cost of the bid and in comparing bids, the Corporation shall consider such factors as the efficiency and reliability of instrument and methods proposed, compliance with the specifications, quality and the bidder's capacity to perform vis-a-vis the time of completion & as per the clause no. 10.0 of instructions to tenderers. The Municipal Commissioner does not bind himself to accept the lowest or any tender, and reserve the right to select one or more items of the tender without reference to other items of the tender and the tenderer will be required to supply any item or items so selected at the rate or rates tendered.

## 10.0 Security deposit / Contract Deposit:

The contractor shall pay a Security deposit / Contract Deposit as mentioned in clause no. 6.12. It is optional for the contractor to make the contract deposit in one or the other of the following ways -

- (1) ~~By the general undertaking and guarantee in the prescribed form obtainable from the Dy. H.E. (Stores/Purchase)' office, for a contract period of 1 years plus extending 1 year beyond the date of expiry of contract issued (Total 24 months) on behalf of the contractors only by the Banks on Municipal approved list. The successful tenderer has to pay a contract deposit in the form of Bank Guarantee with Stamp Duty of 0.5 % of Contract Deposit Value for Original Bank Guarantee as well as while each Extension of the said Bank Guarantee as per the circular no. ChE/BM/17800/H dtd. 07.01.2016.~~
- (2) In the event of the tender being accepted, full amounts of contract deposit must be paid and the contract must be signed by all the partners of the firm and should one or more partners be not available for this purpose, signatory must produce a Power of Attorney authorizing him to sign on behalf of all absent partners. All such Powers of Attorney must be registered in the Office of the C.A. (WSSD) or the Dy. C.A. (Suburbs)'s office and the Dy. H.E. (Stores/Purchase) shall be informed accordingly.
- (3) Postponement of the payment of the full security deposit or the executions of the contract will be permitted by reason of the Brihanmumbai Municipal Corporation having in possession, other deposits on account of other tenders or contracts, which deposits may be or become returnable to the tenderers and which they may wish to transfer as a security deposit under this contract. Such transfers will not under any circumstances be permitted.
- (4) ~~All the charges for safe custody and withdrawal of and for the collection of interest, etc. on the paper deposit will be payable by the parties.~~
- (5) **The contract deposit payable shall be @ 2% of the value of contract awarded.**

### **11.0 Discretionary Powers of Municipal Commissioner:**

The Municipal Commissioner has discretionary powers for –

- (i) Stalling the bidding process without giving any reason to the Tenderers.
- (ii) Non compliance pursuant to Instructions to Tenderers as per clauses in Section -6, the bidder may be subjected to further penal action including blacklisting.
- (iii) If after the Award of Contract, it is found that the successful Bidder has violated any of the conditions in the clauses in Section 6, the contract shall be liable for cancellation at any time during its pendency in addition to clause 10.0(2) above.
- (iv) To interpret, to resolve the issues/disputes arising out of the contract and the decision of the Commissioner shall be final on issues not specifically covered under the contract.

### **12.0 Finality of Decision & non-ARBITRABILITY:**

If any dispute, difference or claim is raised by the Contractor relating to any matter arising under the contract. The contractor may refer such matter to the Engineer or his superior other than Municipal Commissioner or Additional Municipal Commissioner who on examining the dispute, differences or claim shall give decision in writing. Such decision will be final & binding upon all parties. This decision will not be arbitral at all.

### **13.0 Jurisdiction of Courts:**

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

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**SECTION - 7**  
**SCOPE OF WORK**

## **SCOPE OF WORK**

The scope of work consists of :

**“ Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year”**

# **SECTION - 8**

# **BILL OF QUANTITIES**

## BILL OF QUANTITIES

<b>SR. NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>Tender QTY.</b>
1	<b>Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year.</b>	<b>MT</b>	<b>24427</b>

**SECTION - 9**  
**GENERAL CONDITIONS OF**  
**CONTRACT**

## General Conditions of Contract

### A. General

#### 1. Definitions

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

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

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

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

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

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

~~**The “Contract Sum”** means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction 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 tenderers for various items and summation of the extended cost of each item.
- In case of lumpsum contract, the sum for which tender is accepted.
- Special discount / rebate / trade discount offered by the tenderer if any and accepted by the Corporation.
- Additions or deletions that are accepted after opening of the tenders.



**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 Brihanmumbai Municipal Corporation (BMC)

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

**The “Engineer”** 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.

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

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

**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 supply works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

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

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

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

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

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

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

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

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

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

~~**Variation** means a change to the:-~~

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

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

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

## ~~2. Interpretation~~

~~2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under~~

~~the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.~~

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

~~2.3 — The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work, (4) Contractor's Bid, (5) Contract Data, (6) Special Conditions of Contract Part (7) General Conditions of Contract Part I, (8) Specifications, (9) Drawings, (10) Bill of Quantities, and (11) Any other document listed in the Contract Data.~~

### **3. Engineer's Decisions**

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

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

### **4. — Delegation**

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

### **5. Communications**

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

### **6. — Subcontracting**

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

~~6.2 The Contractor shall not be required to obtain any consent from the Employer for:~~

~~a) the sub-contracting of any part of the Works for which the Subcontractor is named in the Contract;~~

~~b) the provision for labour, or labour component.~~

~~e) the purchase of Materials which are in accordance with the standards specified in the Contract.~~

~~6.3 Beyond what has been stated in clauses 6.1 and 6.2, if the Contractor proposes sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:~~

~~a. The Contractor shall not sub-contract the whole of the Works.~~

~~b. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the BMC and shall not relieve the Contractor of any re-sponsibility under the Contract.~~

~~6.4 The Engineer should satisfy himself before recommending to the Employer whether~~

~~a. the circumstances warrant such sub-contracting; and~~

~~b. the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him.~~

## ~~7. Other Contractors~~

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

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

## ~~8. Personnel~~

~~8.1 The Contractor shall employ for the construction work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.~~

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

~~8.3 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.~~

~~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 risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

## **11. Contractor's Risks**

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

## **12. Insurance**

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

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

12.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to

be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

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

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

### **13. Site Investigation Reports**

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

### **14. Queries about the Contract Data**

~~14.1 The Engineer will clarify queries on the Contract Data.~~

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

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

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

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

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

~~The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution'~~

~~means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.~~

~~The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.~~

~~The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.~~

~~The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.~~

## **16. The Works and Routine Maintenance to be completed by the Intended Completion Date**

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

## **17. Approval by the Engineer**

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

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

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

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

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

## **18. Safety**

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

~~Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.~~

~~Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.~~

~~The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.~~

~~The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.~~

### **18.2 Safety Programs:-**

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

### **18.3 First Aid Facilities:-**

- ~~i. At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.~~
- ~~ii. The first-aid box shall be distinctly marked with a red cross on white back ground.~~



- ~~iii. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.~~
- ~~iv. Nothing except the prescribed contents shall be kept in the First-aid box.~~
- ~~v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.~~
- ~~vi. A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.~~

#### **19. Discoveries**

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

#### **20. Possession of the Site**

~~20.1 The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction programme. At the start of the work, the Employer shall handover the possession of at least 75% of the site free of all encumbrances, the remaining 25% of the possession as per contractor's construction programme.~~

#### **21. Access to the Site**

~~21.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/persons/agency authorized by: a. The Engineer b. The Employer or authorized by the Employer.~~

#### **22. Instructions**

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

~~22.2 The Contractor shall permit the appointed and/or authorized persons to inspect the Site and/or accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed, if so required. The Contractor's attention is invited to Clause of 'Fraud and Corruption', which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under the Clause & constitute a obstructive practice subject to contract termination.~~

~~22.3 Engineer to have power to issue further drawings or instructions:~~

~~The Engineer shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of then~~

~~works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the Engineer may also alter or vary the levels or position of nature of works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided under condition no.10(a) hereinafter.~~

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

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

## **B. Time Control**

### **23. Programme**

~~23.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme, including Environment Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.~~

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

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

~~23.3 An update of the Programme shall be a programme showing the actual progress achieved on each~~

activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

~~23.4—The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.~~

~~23.5—The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.~~

## **24. Extension Of Time In Contracts :**

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

### **~~a) Extension attributable to BMC~~**

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

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

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

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

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

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

**25. Delays Ordered by the Engineer**

~~25.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totaling more than 30 days will require prior written approval of the DMC/AMC.~~

**26. Management Meetings**

~~26.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.~~

~~26.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.~~

**C. Quality Control**

**27.1 Work to be open to Inspection and Contractor or Responsible agent to be present:**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Eng-in-charge and his subordinates and the contractor shall at all times during the usual working hours, at all other times, during the usual working hours and at all other times at which reasonable notice of the intention of the Eng-in-charge and his subordinates to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have responsible agent duly accredited in writing present for that purpose. Order given to the contractors' duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

**27.2 Notice To Be Given Before Work Is Covered Up**

~~The contractor shall give not less than ten days' notice in writing to the Eng-In-Charge or his subordinate incharge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof taken before the same is so covered up or placed beyond the reach of measurements and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Eng-In-Charge or his subordinate incharge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractors expenses, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed~~

### ~~27.3 Works to be executed in accordance with specifications / drawings / orders etc. :~~

~~The contractor shall execute the whole and every part of the work the most substantial and workman like manner and both has regards material and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer In-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site or work during office hours. The contractor shall be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost.~~

### ~~27.4 Ready Mix Concrete/ Asphalt Mix~~

~~i) The contractor shall have to arrange Ready Mix concrete (RMC)/Asphalt from RMC/ASPHALT producing plants registered with BMC.~~

~~ii) The contractor shall, within a 7 days of award of the work, submit a list of at least three RMC/Asphalt producers with details of such plants including details and number of transit, mixers & pumps etc. to be deployed indicating name of owner/company, its location, capacity, technical establishment.~~

~~The Engineer-in-charge will reserve right to inspect at any stage and reject the concrete if he is not satisfied about quality of product at the user's end.~~

~~iii) The Engineer-in-charge reserves the right to exercise control over the:-~~

~~a) Calibration check of the RMC/Asphalt plant.~~

~~b) Weight and quantity check on the ingredients, water and admixtures added for batch mixing for RMC plants~~

~~c) Time of mixing of concrete/grade of asphalt.~~

~~d) Testing of fresh concrete/asphalt mix, recording of results and declaring the mix fit or unfit for use. This will include continuous control on the work ability during production and taking corrective action, if required.~~

~~e) For exercising such control, the Engineer-in-charge shall periodically depute his authorized representative at the RMC/Asphalt plant. It shall be responsibility of the contractor to ensure that all necessary equipment, manpower & facilities are made available to Engineer-in-charge and or his authorized representative at RMC/Asphalt plant.~~

~~f) All required relevant records of RMC/Asphalt mix shall be made available to the Engineer-in-charge or his authorized representative. Engineer-in-charge shall, as required, specify guidelines & additional procedures for quality control & other parameters in respect of material production & transportation of~~

~~concrete mix which shall be binding on the contractor & the RMC/Asphalt plant. Only concrete as approved in design mix by Engineer-in-charge shall be produced in RMC plant and transported to the site.~~

~~g) The contractor shall have to produce a copy of chalan receipts/SCADA reports/VTS reports as issued by the RMC/Asphalt plant as a documentary proof in lieu of supply of RMC/Asphalt mix before releasing payment.~~

## **28. Identifying Defects**

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

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

## **29. Tests**

~~29.1 For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum of equipments as specified in the Contract Data. The contractor shall be solely responsible for: –~~

~~a. Carrying out the mandatory tests prescribed in the Specifications, and~~

~~b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.~~

29.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification/ Quality Assurance Handbook to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.

When required by the Engineer-in-charge the contractor(s) shall supply for the purpose of testing samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be in suitable packages to contain them and shall be provided free of charge by the contractor. The cost of testing shall be borne by the contractor even if the result of the sample confirm or do not confirm to the relevant BIS code specifications.

i) All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contractor himself.

ii) The failed material shall be removed from the site by the contractor at his own cost within a week time of written order of the Engineer-in-charge.

### **29.3 Setting of Site Laboratories:**

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

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

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

The contractor shall install testing equipment at site. The contractor shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order throughout the period of construction. The contractor shall also provide necessary technically qualified experienced trained staff for carrying out such tests for using such equipment. The tests shall be carried out under the supervision of the Engineer in charge. The calibration shall be checked every twelve months as directed by Engineer in charge.

### **30. Correction of Defects noticed during the Defects Liability Period.**

- 30.1 (a) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after five years. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.
- (c) The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

### **31. Uncorrected Defects and Deficiencies**

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

### **D. Cost Control**

#### **32. Variations**

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

#### **33. Payments for Variations**

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

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

#### **34. Cash Flow Forecasts**

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

#### **35. Payment Certificates**

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

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

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



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

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

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

~~(f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.~~

~~(g) The contractor shall submit all bills on the printed forms at the office of Engineer In-charge. The charges to be made in the bills shall always be entered at the rates specified in tender.~~

### **36. Payments**

36.1 Payments shall be adjusted for deductions for advance payments, retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 30 days of the date of each certificate.

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

36.3 No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. One Thousand, the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer In-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actual done and completed and shall not preclude the Engineer In-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim not shall it conclude, determine or effect in any other way, the powers of the Engineer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

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**

#### **Tax:**

(i) The tenderer shall quote inclusive of all taxes other than GST (**Excluding GST**), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.

Input Tax Credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

(ii) **“Chapter XXI-Miscellaneous, section 171(1) of GST Act, 2017 governs the ‘Anti Profiteering Measure’ (APM).**

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

**Accordingly, the contractor should pass on the complete benefit *accruing to him on account of reduced tax rate or additional input tax credit*, to BMC.**

**Further, all the provisions of GST Act will be applicable to the tender.”**

### **39. Currencies**

All payments will be made in Indian Rupees.

### **40. Liquidated Damages**

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

agreed amount of liquidated damage. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

#### **41. Cost of Repairs**

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

### **E. Finishing the Contract**

#### **~~42. Completion of Construction and Maintenance~~**

~~42.1 The Contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the works is completed. This shall be governed as per clause no.8(g) of Standard General Conditions of Contract.~~

#### **~~43. Taking Over~~**

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

#### **~~44. Final Account~~**

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

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

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

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

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

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

Sr.no.	Amount of Contract Cost	Minimum Payable Amount in final bill
1	Upto Rs.5 Crs.	Rs.10 Laes or final bill whichever is more
2	Upto Rs.25 Crs.	Rs.1 Crore or final bill amount whichever is more

3	Upto Rs. 50 Crs.	Rs.2 Crores or final bill amount whichever is more
4	Upto Rs. 100 Crs.	Rs.4 Crores or final bill amount whichever is more
5	More than Rs. 100 Crs.	Rs.7 Crores or final bill amount whichever is more

The contractor have to submit the bill for the work carried out within 15 days from the date of completion of the work to the respective executing department. If the contractor fails to submit their bills to concerned executing department, penalty or action as shown below will be taken for each delayed bill:-

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

#### **45. Operating and Maintenance Manuals**

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

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

#### **46. Termination**

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

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

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;

- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.
- f) the Contractor fails to provide insurance cover as required under relevant clause.
- g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the Contract.
- h) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- i) any other fundamental breaches as specified in the Contract Data.
- j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

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

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

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

#### **47. Payment upon Termination**

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

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

#### **48. — Property**

~~48.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be~~

~~the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.~~

#### **49. — Release from Performance**

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

### **A) Other Conditions of Contract**

#### **50. — Labour**

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

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

#### **51. — Compliance with Labour Regulations**

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

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

~~(c) The Contractor shall require his employees to obey all applicable laws, including those concerning~~

safety at work.

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

## **52. Drawings and Photographs of the Works**

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

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

## **53. The Apprentices Act, 1961**

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

## **54. Contract Document**

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

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

## **55. Conflict of Interest**

The Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be

deemed to have a Conflict of Interest affecting the Bidding Process, if

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

#### **56. Applications and costs thereof**

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

#### **57. Acknowledgement by Applicant**

- a. It shall be deemed that by submitting the Application, the Applicant has made a complete and careful examination of the tender;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred; and
- d. Agreed to be bound by the undertakings provided by it under and in terms hereof.  
“The Authority” shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TENDER or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

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

Notwithstanding anything contained in this TENDER, “The Authority” reserves the right to accept or



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

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

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

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

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

**59. The bid shall be rejected if the bidder-**

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

**60. Clarifications**

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

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

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

#### **61. Amendment of tender**

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

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

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

### **Preparation and Submission of Application**

#### **62. Language**

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

#### **63. Format and signing of Application**

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

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

#### **64. Marking of Applications**

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

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

#### **65. Late Applications**

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

#### **66. Confidentiality**

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

#### **67. 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 Bidder shall contact the Engineer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. Any effort by the Bidder to influence the Engineer in the Engineer’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder’s bid.

#### **68. Inspection of site and sufficiency of tender:**

~~1. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the hydrological and climatic conditions.~~

~~2. The Employer may make available to the Contractor data on hydrological and sub-surface conditions as obtained by or on his behalf from investigations relevant to the works but the Contractor shall be responsible for his own interpretation thereof. The contractor shall engage his investigating agency with prior approval of the Engineer from the approved list of such agencies by BMC or Govt at his cost~~

~~initially before commencing actual work and which shall be reimbursed immediately subject to satisfaction of the Engineer for faithful compliance and submission of required data regarding such investigation within specified time.~~

3. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding.

~~**4. Not Foreseeable Physical Obstructions or Conditions:** If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:~~

~~— any extension of time to which the Contractor is entitled and~~

~~The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price.~~

~~— and shall notify the Contractor accordingly. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer. However such costings shall be got approved by the competent authority as governed vide rules prevailing with authority.~~

**5. Office for the Engineer (Works costing upto Rs.50 Lakhs)**

~~The Contractor shall at his own cost and to satisfaction of the Engineer provide a small temporary office, at the work-site which will include tables, chairs and lockers for keeping the records. He shall also make necessary arrangements for drinking water, telephone with a pre-requisite of e-governance and electronic communication. These offices are not to be allowed on public roads without the written instruction of the Engineer. These offices should be preferably located within 50 to 500 m of the worksite. In case the office is more than 500m away from the worksite, the contractor is to provide conveyance for Municipal Staff.~~

**6. Office for the Engineer (Works costing above Rs.50 lakhs)**

~~The Contractor shall at his own cost and to satisfaction of the Engineer provide a temporary office at the work-site which will include tables, chairs and lockers for keeping the records. He shall also make necessary arrangements for drinking water, latrines, with doors, windows, locks, bolts and fastenings~~

sufficient for security for the Engineer, and his subordinates, as close to the works from time to time in progress as can be conveniently arranged, and shall at his own cost furnish the office with such chairs, tables, lockers, locks and fastenings as may be required by the Engineer, and no expense of any kind in connection with the erection or upkeep of the offices or fittings shall be borne by the Corporation, but all such work shall be carried out by the Contractor and the expenses thereof defrayed by him. The Contractor shall also make water connections and fit up stand pipe with a bib tap at each office. The latrines and the water connections shall be subject to all the conditions herein elsewhere laid down for temporary water connection and latrines generally with all requisite equipments for e-governance and electronic and digital communication. These offices are not to be allowed on public roads without the written instruction of the Engineer. These offices should be preferably located within 50 to 500 m of the worksite. In case the office is more than 500m away from the worksite, the contractor is to provide conveyance. Also, for staff working beyond working hours the contractor has to provide conveyance.

7. ~~**Permission for provision and removal of office on completion of work:**~~ The tenderer shall obtain permission for provision of site office, cement go-down, store, etc. on payment of necessary cost implication. The cement go-down, Watchman cabins, etc. shall be provided as directed and shall be removed by the Tenderers on completion of the work at their cost. It is binding on the Tenderer to fulfill requirements of Environmental Authorities. The location of such office shall be finalized and got approved from the Engineer before erection/commencement work.

~~**8. Contractor's office near works:**~~ ~~The Contractor shall have an office near the works at which notice from the Commissioner or the Engineer may be served and shall, between the hours of sunrise and sunset on all working days, have a clerk or some other authorized person always present at such office upon whom such notices may be served and service of any notices left with such clerk or other authorized person or at such office shall be deemed good service upon the Contractor and such offices shall have pre-requisite facilities for e-governance.~~

#### 69. Official Secrecy:

The Contractor shall of all the persons employed in any works in connection with the contract that the India Official Secrets Act 1923 (XIX of 1923) applies to them and will continue to apply even after execution of the said works and they will not disclose any information regarding this contract to any third party. The contractor shall also bring into notice that, any information found to be leaked out or disclosed the concern person as well as the Contractor will be liable for penal action; further the Corporation will be at liberty to terminate the contract without notice.

#### 70. ~~Subsequent Legislation:~~

~~If on the day of submission of bids for the contract, there occur changes to any National or State statute, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted~~

~~authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract.~~

#### **71— Patent, Right and Royalties:**

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

#### **72. Payments, Tax and Claims:**

##### **72.1 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 Engineer-in-charge within 1 month of the case of such claim occurring.

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

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

#### **73. Settlement of Disputes:**

##### **73.1 Termination of contract for death**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving

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

### **73.2 Settlement of Disputes:**

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the concerned Addl. Municipal Commissioner who shall constitute a committee comprising of three officers i.e. concerned Deputy Municipal Commissioner or Director (ES&P), Chief Engineer other than the Engineer of the Contract and concerned Chief Accountant. The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

### **74. Arbitration and Jurisdiction:**

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

i) In case of a contract where the contract price and/ or contract value is less than Rs. 5,00,00,000/- ( Rupees Five Crore Only), any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act, 1996(amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said arbitral tribunal. The decision of the arbitral tribunal shall be in writing( with reasons) and which will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitrail tribunal. The seat of the arbitration shall be Mumbai. The venue of arbitration shall be within the limits of Brihan Mumbai. The language of the Arbitration shall be English.

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by the recognised arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Govenment of Maharashtra under G.R. no. ARB/Case No.1/2017/D-19 dtd.28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force(“ MCIA Rules”)

(ii) In case of contract where the contract price and /or contract value is Rs. 5,00,00,000/- ( Rupees Five Crore Only) or more, any dispute arising out of or in connection with such a contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration(approved by Government of Maharashtra under G.R. no. ARB/ Case No. 1,/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force(“ MCIA Rules”). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English.

In either case, the law governing this arbitration agreement and the contract shall be Indian Law.

#### **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. Price Variation Clause

The Contractor shall be reimbursed or shall refund to the Corporation as the case may be the variation in the value of the work carried out from time to time, depending on whether the prices of material and labour as a whole rise or fall, and the method adopted for such computations shall be as given below, it being clearly understood that the contractor shall have no claim for being reimbursed on the ground that the price of a particular material or group of materials have risen beyond the limits of the presumptions made in the following paras, however, no price variations shall be made applicable for contracts upto 12 months:

- A) — Controlled materials: Price variations shall be permitted in respect of these materials the price level of which is controlled by the Government or its agency. The rate ruling on the date of submission of the tender shall be considered as the basic price of such material for adjustment. Any variation in this rate shall be considered for reimbursement to the contractor or refund to be claimed from the contractor as the case may be. The contractor shall, for the purpose of adjustment submit in original the relevant documents from the suppliers.
- B) — Labour and other materials: For the purpose of this contract and for allowing reimbursement or refund on account of variation of prices of (i) labour, and (ii) materials other than materials mentioned in A above, computation will be based on the formula enunciated below which is based on the presumptions that :
- i) — The general price level of labour, rises or falls in proportion to the rise or fall of consumer price index number 9 (general) for working class in Mumbai.
- ii) — The general price level of materials rises or falls in proportion to rise or fall of whole-sale price index as published by 'Economic Adviser to Govt. of India'.
- iii) — And that the component of labour is to the extent of 30 percent of 88 percent and the component of materials is to the extent of 70 percent of 88 percent of the value of the work carried out. The remaining 12 percent being the presumptive profit of the contractor.

a) Formula for Labour component:

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

b) Formula for Material component:

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

Where —

~~VL = Amount of price variation to be reimbursed or claimed as refund on account of general rise or fall of index referred to above.~~

~~I = Consumer Price Index number of working class for Mumbai (declared by the Commissioner of Labour and Director of Employment, Mumbai) applicable to the period under reference (base year ending 2004-05 as 100 i.e. new series of indices).~~

~~IO = Consumer price index number for working class for Mumbai (declared by the Commissioner of labour and Director of Employment, Mumbai) prevailing, on the day of 28 days prior to the date of submission of the tender.~~

~~VM = The amount of price variation to be reimbursed or claimed as refund on account of general rise or fall of wholesale price index for period under reference.~~

~~W = Average wholesale price index as published by Economic Adviser to Govt. of India applicable to the period under reference.~~

~~WO = Wholesale price index as stated above prevailing on the day of 28 days prior to the date of submission of the tender.~~

~~R = Total value of the work done during the period under reference as recorded in the Measurement Book excluding water charges and sewerage charges but including cost of excess in respect of item upto 50 percent~~

~~C = Total value of Controlled materials used for the works as recorded in Measurement Book and paid for at original basic rate plus the value of materials used.~~

~~(i) The quantity of the Controlled material adopted in working out the value of 'C' shall be inclusive of permitted wastages as / if mentioned in specifications.~~

~~(ii) The basic rate for the supply of controlled material shall be inclusive of all the components of cost of materials excluding transport charges incurred for bringing the material from place of delivery to the site.~~

~~Computations based on the above formula will be made for the period of each bill separately and reimbursement will be made to (when the result is plus) and refund will claimed from (when the result is minus) the contractor's next bill. The above formulae will be replaced by the formulae in Annexure-I as and when mentioned in special conditions of contract~~

~~The operative period of the contract for application of price variation shall mean the period commencing from the date of commencement of work mentioned in the work order and ending on the date when time allowed for the work order and ending on the date when time allowed for the work specified in the contract for work expires, taking into consideration, the extension of time, if any, for completion of the work granted by Engineer under the relevant clause of the conditions of contract in~~

cases other than those where such extension is necessitated on account of default of the contractor.

The decision of the Engineer as regards the operative period of the contract shall be final and binding on the contractors.

iii) Where there is no supply of controlled items to contractor the component 'C' shall be taken as zero.

C) Adjustment after completion: If the Contractor fails to complete the works within the time for completion adjustment of prices thereafter until the date of completion of the works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices whichever is more favorable to the employer, provided that if an extension of time is granted, the above provision shall apply only to adjustments made after the expiry of such extension of time.

D) Price variation will be calculated similarly and separately for extra items and / or excess quantities and provisional sums calculated under Sub Clause 10 (b)A (i)&(ii) and Sub Clause 10 (b) B(ii) based on the above formula/formulae in Annexure-I as and when mentioned in Special conditions of contract; IO and WO being the indices applicable to the date on which the rates under Sub Clause 10 (a)A (i)&(ii) and Sub Clause 10 (a) B(iii) are fixed. No price variation shall be admissible for FAIR items created during execution.

80. Maximum Price Variation shall be as follows:

Time Period of Project	Maximum limit of Price Variation
Up to 12 months	No variation allowed
Above 12 months to 24 months	5%
Above 24 months	10%

~~\*Approval of AMC/MC shall be obtained before invitation of tender in case of any changes in above.~~

~~Note: 1) The extension in time period for the projects originally estimated including monsoon results in change of price variation slabs as mentioned above i.e. from first slab to second slab or from second slab to third slab, then the maximum limit of original slab will prevail.~~

~~2) Operative period shall mean original or extended time period of contract.~~

~~For example:~~

Extension of Time period	Maximum Price Variation
If original period of 11 months <b>including</b> monsoon extends to 16. The operative period will be 11+5 months.	No variation allowed
If original period of 11 months <b>excluding</b> monsoon extends to 16. The operative period will be 11+5 months.	Maximum 5% variation allowed

Price Variation during Extended Period of Contract:

~~(i) Extension Due To Modification & Extension for delay due to BMC:~~

~~The price variation for the period of extension granted shall be limited to the amount payable as per the Indices. In case the indices increases or decreases, above/below the indices applicable, to the last month of the original or extended period vide clause 8(1)(a)(i) and (ii) of standard GCC~~

~~(ii) Extension Of Time For Delay Due To Contractor:~~

~~(a) The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increase, above the indices applicable, to the last month of the original completion period or the extended period vide above clause 8(1)(a)(i) and (ii) of standard GCC.~~

~~(b) The price variation shall be limited to the amount payable as per the indices, in case the indices decrease or fall below the indices applicable, to the last month of original / extended period of completion period vide above clause 8(1)(b) of standard GCC, then lower indices shall be adopted.~~

~~(iii) Extension of Time For Delay due to reasons not attributable to BMC and Contractor (Reference Cl.8(d) of Standard GCC):~~

~~The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increases or decreases, above/below the indices applicable, to the last month of the original period.~~

## **81. Payment:**

### **Interim Payment:**

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

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

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

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

~~v) An interim certificate given relating to work done or material delivered may be modified or corrected by a subsequent interim certificate or by the final certificate. No certificate of the Engineer supporting an interim payment shall of itself be conclusive evidence that any work or materials to~~

which it relates is / are in accordance with the contract.

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

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

## **83. JOINT VENTURE**

**In case if Joint Venture is allowed for the Project, the guidelines for JV as follows shall be incorporated in the Tender Document:**

- ~~a) Joint Venture should be allowed only when the number of identifiable different works is more than one and/or the estimated cost of tender is more than Rs.100 Crores. JV shall also be allowed for complex technical work below Rs.100 Crores with the approval of concerned AMC~~
- ~~b) Separate identity/name shall be given to the Joint Venture firm.~~
- ~~c) Number of members in a JV firm shall not be more than three in normal circumstances, if the work involves only one discipline (say Civil or Electrical). If number of members in JV is required to be more than three, then approval of concerned AMC needs to be sought.~~
- ~~d) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.~~
- ~~e) The tender form shall be purchased and submitted in the name of the JV firm or any constituent member of the JV.~~
- ~~f) Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.~~
- ~~g) One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.~~
- ~~h) A copy of Letter of Intent or Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligation shall be furnished in the agreement.~~
- ~~i) Once the tender is submitted, the agreement shall not be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this agreement shall be extended till the currency of the contract expires.~~
- ~~j) Approval for change of constitution of JV firm shall be at the sole discretion of the BMC. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.~~
- ~~k) Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation~~

shall be deemed to be breach of contract with all consequential penal action as per contract condition.

- ~~l) On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.~~
- ~~m) On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the BMC before signing the contract agreement for the work. (This agreement format should invariably be part of the tender condition). In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint venture agreement shall have, inter-alia, following clauses:-~~
- ~~i. **Joint and several liability** - The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (BMC) for execution of the project in accordance with General and Special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the BMC during the course of execution of the contract or due to non-execution of the contract or part thereof.~~
  - ~~ii. **Duration of the Joint Venture Agreement** - It shall be valid during the entire period of the contract including the period of extension if any and the maintenance period after the work is completed.~~
  - ~~iii. **Governing Laws** - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.~~
  - ~~iv. **Authorized Member** - Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.~~

~~No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer in respect of the said tender/contract.~~

~~**n. Documents to be enclosed by the JV firm along with the tender:**~~

- ~~i. In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:
  - ~~a. Notary certified copy of the Partnership Deed,~~
  - ~~b. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).~~
  - ~~c. Power of Attorney (duly registered as per prevailing law) in favor of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.~~~~
- ~~ii. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
  - ~~a. Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.~~~~
- ~~iii. In case one or more members is/are limited companies, the following documents shall be submitted:~~

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

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

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

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

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

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

~~OR~~

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

~~**In such cases, what constitutes a component in a composite work shall be clearly defined as part of the tender condition without any ambiguity.**~~

~~**Financial eligibility criteria:** The contractual payments received by the JV firm or the arithmetic sum of contractual payments received by all the members of JV firm in any one of the previous three financial years and shall be at least **100% of the estimated value** of the work as mentioned in the tender.~~

#### **84. Compensation for delay:**

~~If the Contractor fails to complete the works/ supply and clear the site on or before the Contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right or remedy of Municipal Corporation on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on the contract value of the whole work or on the contract value of the time or group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work/supply concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term 'Contract Value' shall be the value of the work at~~

~~Contract Rates as ordered including the value of all deviations ordered:~~

- ~~• Completion period for projects (originally stipulated or as extended) not exceeding 6 months: **to the extent of maximum 1 percent per week.**~~
- ~~• Completion period for projects (originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **to the extent of maximum ½ percent per week.**~~

- ~~Completion period for projects (originally stipulated or as extended) exceeding 2 years : to the extent of maximum ¼ percent per week.~~

~~When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.~~

~~Provided always that the total amount of compensation for delay to be paid this condition shall not exceed the undernoted percentage of the Contract Value of the item or group of items of work/supply for which a separate period of completion is given.~~

- ~~i) Completion period (as originally stipulated or as extended) not exceeding 6 months: 10 percent.~~

- ~~ii) Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years : 7½ percent.~~

- ~~iii) Completion period (as originally stipulated or as extended) exceeding 2 years : 5 percent.~~

~~The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the Municipal Corporation.~~

## **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 will be final and binding on the contractor.

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

*The above clause is summarized to make it easy to understand as follows:*

- 1. The Engineer-in-charge shall issue notice to the contractor for rectifying the defects or redoing of the work if necessary, within specific time to achieve the desired quality and quantity of the work and this should be governed by Clause 8.f and 9b of Standard General Conditions of Contract.*
- 2. If the contractor fails to comply the same, only then, the contractor shall be liable to pay compensation at the same rate as under Clause 8.e of the Standard General Condition of Contract (for Compensation for delay) for this default.*
- 3. If the penalization amount exceeds the maximum limit, then the contractor will be liable for being banned/ deregistered from business dealings with BMC and this shall be governed by relative provision in Registration Rules of BMC and Standard General Conditions of Contract.*
- 4. This penalization shall be levied only on account of delay in work, 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 quality inferior to that contracted for or otherwise not in accordance with the contract.*

**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 ease of default by the Contractor, he is declared liable to pay compensation amounting to the whole of his security deposit. The liability of the Contractor for past and future compensation shall remain unaffected.~~

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

Executive Engineer as to the expense of any such removal and the amount of the proceeds an expense of any such sell be final and conclusive against the Contractor.

~~**87. No Claim To Any Payment Or Compensation Or Alteration In Or Restriction Of Work**~~

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

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

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

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

**88. Contractor to supply plant, ladder, scaffolding, etc and is liable for damages arising from non provision of lights, fencing, etc.**

~~The Contractor shall supply at his own cost all material, plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original altered or substituted form and whether included in the specification of other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Eng-In-Charge as to any matter as to which under these conditions is entitled to be satisfied, or which is entitled to require together with the carriage therefore to and from the work.~~

~~The Contractor shall also supply without charge, the requisite number of person with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurements of examination at any time and from time to time of the work or materials, failing which the same may be provided by the Engineer In-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or offers sufficient portion thereof.~~

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

**89. — Prevention of Fire :**

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

~~90. Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of BMC property including any damage caused by spreading the fire shall be estimated by the Engineer In-charge or such other officer as he may appoint and the estimate of the Engineer in-charge to the decision of the Dy. Chief Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as~~

~~damages or deducted by the Engineer In-charge from any sums that may be due or become due from BMC to contractor under this Contract or otherwise. Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought to prevent the spread of fire and he shall pay any damages and costs that may be awarded by the Court in consequence.~~

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

~~92. **Action where no specifications :**~~

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

~~93. **Safety and medical help :**~~

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

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

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

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

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

~~95. **Anti-malaria and other health measures:**~~

~~Anti-Malaria and other health measures shall be taken as directed by the Executive Health~~

~~Officer of BMC. Contractor shall see that mosquitogenic 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.~~

**SECTION - 10**  
**TECHNICAL SPECIFICATIONS**  
**& CONDITIONS**

**TECHNICAL SPECIFICATIONS & CONDITIONS**

Tender ID	2024_MCGM_1056537	Due on	13.08.2024 (At 4.00P.M.)
Subject S	<b>Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year.</b>	Validity of offer	<b>180 Days (i.e.dtd: 9.02.2024 )</b>
EMD/Tender Deposit	<b>Rs. 55,89,250/-</b>		
Contract period	One calendar year from the date of Acceptance letter.		

**1. Technical Capacity:**

The tenderer or their Manufacturer in their own name should have satisfactorily completed the supply work of Poly Aluminium Chloride (PAC) in liquid form (medium basicity) 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 as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

a) **Three** similar **completed** works (i.e. completed supply contract or completed quantum of work of ongoing contract) **each** of value not less than the value equal to **30%** of estimated cost put up to tender i.e. **Rs.8,38,38,400/--**

**Or**

b) **Two** similar **completed** works (i.e. completed supply contract or completed quantum of work of ongoing contract) **each** of value not less than the value equal to **35%** of estimated cost put up to tender i.e. **Rs.9,78,11,450/-**

**Or**

c) **One** similar **completed** work (i.e. completed supply contract or completed quantum of work of ongoing contract) of value equal and or not less than the **50%** of estimated cost put up to tender i.e. **Rs. 13,97,30,650/-**

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

**2. Financial Capacity :**

Achieved an average annual financial turnover as certified by 'Authorised Chartered Accountant' (~~in all classes of civil engineering construction works only~~) **equal to 30% of the estimated cost of the tender work i.e. Rs. 8,38,38,400/-**

**in last three (3) financial years** immediately preceding the Financial Year in which bids are invited with Audited Balance Sheets.

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

- To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.

3. The bidders have to quote for one(01) item-1) Supply rate of PAC (Rs. Per MT)  
Failing which will cause disqualification.
4. a) Successful tenderer shall deliver the material as per schedule given by the indenting authority along with the M.P.O. within 30 days from the date of placing MPO.  
b) Municipal Commissioner reserves the right to place MPO up to the last date of contract period and in that case, contract period automatically stands extended up to the expiry of delivery period of the MPO or actual consumption of 100% quantity or additional 25% quantity of PAC i.e. upto 3 months. BMC reserves right to fix longer delivery period if found necessary. And also to fix shorter delivery period with the consent of the supplier, depending upon the urgency of the material and availability of storage place etc.  
c) Late supply shall be penalized as prescribed in the tender agreement.
5. At no time, the supply of material shall be stopped as this is a vital ingredient for maintaining the quality of water supply. If in certain situation supplier changes manufacturer's source destination during the operation of contract the prices will be remain same. If there are changes in the manufacturer's source destination then the supplier will have to comply GLP certification as per clause mentioned in Sr. No.27.
6. Tenderers shall submit their past performance for the last 7 years in respect of supply of PAC (Poly Aluminium Chloride) in liquid form as per IS:15573 of 2018 to any Govt. or Semi Govt. or public sector undertakings.
7. Preference shall be given to the manufacturer. The supply of PAC(Poly Aluminium Chloride) by the manufacturer through his authorized dealer/dealers will be treated as the 'Supply of the manufacturer'. However, if the tenderer is a Dealer, his tender must accompany manufacturers authorization letter in the prescribed format having dealership for minimum previous 3 years and undertaking from the trader that their supply is assured, guaranteed and they have taken the responsibility of uninterrupted supply, on the Rs.200.00 stamp paper in the prescribed format enclosed.
8. The material supplied by the successful tenderer shall have to conform to the standards, applicable for PAC (Poly Aluminium Chloride) as per IS specification described under IS :15573 of year 2018. Material shall be free from any organic matter/impurities and irritating/aromatic odour even if such abnormalities are detected at any stage after unloading the material in storage tank, material shall be rejected.
9. Tenderer should acquaint themselves with the arrangements available and existing at the treatment



plant. They shall have to maintain regular contact with the plants officers so that uninterrupted and smooth supply is maintained as per the requirement at the treatment plant.

10. Tenderer must submit 03 Nos. of samples of 500 ml. of PAC in bottles, labelled with tender No; Due date of tender and properly identified, signed and sealed by the manufacturer in the office of Deputy Hydraulic Engineer (Store/Purchase), Engg.Hub Bldg; 1<sup>st</sup> floor, Dr.E.Moses Road, Worli Naka, Worli, Mumbai - 400 018 on or before due date and time. Samples submitted after the due date and time shall not be accepted. Tenders received without samples shall not be considered. Samples submitted by tenderer shall be tested in the Municipal Laboratories and/or any Govt. approved Laboratory as per IS 15573 of 2018.

Even if sample is passed and tenderer is awarded the contract, it does not absolve the responsibility of the supplier to supply pure liquid PAC during the tenure of contract as per IS 15573 of 2018 and PAC shall only be accepted after passing the tests in Municipal Laboratory for each and every tanker.

11. The tender should accompany the copies of latest report obtained from reputed laboratories of the samples of liquid PAC manufactured by the tenderer's themselves or their principals as per IS 15573 of 2018 in Technical bid.
12. The tenderers should note that the successful tenderer shall have to make available additional samples, if necessary, which shall be drawn by B.M.C. representatives so deputed in their presence, which shall be tested at the Contractor's/Supplier's cost.
13. Method of sampling for quality check:

The supply shall be tested by BMC/manufacturer as per the provisions of IS:15573 of the year 2018 (up to date) . The method of testing shall be as follows:-

The following parameters will be tested at BMC's cost .First liquid PAC supply received at site shall be tested for –

- |                     |  |               |
|---------------------|--|---------------|
| 1. Specific Gravity | 2. Alumina as Al <sub>2</sub> O <sub>3</sub> | 3. Viscosity. |
| 4. pH               | 5. Chloride                                  |               |

The following parameters will be tested at Manufacturer's Laboratory of every batch/lot & test reports will be submitted by the suppliers with each tanker.

- |                    |                              |
|--------------------|------------------------------|
| 6.Selenium (as Se) | 7.Total Organic Carbon (TOC) |
|--------------------|------------------------------|

If the test results of above are satisfactory then tanker shall be accepted else the same will be rejected right away. Apart from the above tests Dy.H.E.(B.C.) and Dy.H.E.(PPC) will test parameter no. (6)Selenium (as Se) and (7)Total Organic Carbon (TOC) from Govt. Approved laboratory 4 times randomly in one calendar year. The cost of testing will be borne by the suppliers. If supplier fails to supply PAC as per the specification, BMC will procure at the risk and cost of the supplier. This decision shall be final and binding on the contractor. The contractor shall have to depute his representative with each and every supply, if required. Contractor's claim shall not be admitted about sampling and testing procedure for test no. 1 to 5.

14. a) The material shall be unloaded by the supplier after procedure of weighments etc. at the place of storage at Bhandup Complex and Pise Panjrapur Complex to be arranged by the supplier. The arrangement for loading as well as unloading shall be borne by the supplier at his own cost. The tanker bringing in PAC (Poly Aluminium Chlorine) in liquid form shall be weighed on the weighing facilities available with B.M.C. as they are the net contents worked out on the basis of such weights, shall only be paid and the same shall be binding on the contractors. In case of any disputes/difficulty in this connection, the contractors shall have to arrange for weighments, as may be necessary on nearby Public Weight Bridges, at their own cost, in presence of the Municipal staff.

b) If the weight difference between the weight mention in the Company's challan and the weight of weighing at the delivery point is within  $\pm 2\%$ , the weight of the material stated in Company's challan shall be accepted and payment will made accordingly.

15. All parameters of PAC mentioned in the IS:15573 of year 2018 would be tested and if any variation in any of the parameters is found during supply of PAC, the product will be out rightly rejected. Supplier will have to supply PAC as per specification. If supplier fails to supply PAC as per specifications, B.M.C. will procure PAC at the risk and cost of the supplier.
16. Any deviation from the norms stipulated in the tender specifications will lead to disqualification out rightly.
17. Since the poly Aluminium chloride being acidic, the supplier shall have to transport the bulk by means

of specially fabricated/constructed tanker built in acid proof material.

18. The manufacturer should submit the attested copies of test certificates of their product from renowned laboratory.
19. Documentary evidence for the purchase of raw material shall be submitted by the tenderer along with the clarification of use of raw material in Technical bid.
20. PAC should be odourless.
21. For verification of the procurement of alumina hydrate, photocopy of excise document of Alumina hydrate purchased at works for PAC manufacturing will have to be submitted in Technical bid.
22. It is necessary to mention the safe dose as per non-toxicity test report enclosed in tender.
23. All tenderer shall submit the study report on residual aluminium in treated water after treatment with their product in Technical bid.
24. BMC's technical staff will visit the factory for the inspection of the raw material used for the manufacturer of liquid PAC randomly during existence of contract period. All the charges towards such visit shall be borne by the contractor including to & fro travelling, lodging & boarding etc. for the Municipal Engineers.
25. The PAC in liquid form shall be manufactured from the virgin raw material without any impurities, organic matter. The Hydrochloric Acid used in the manufacture of PAC shall be manufactured from plant having membrane technology. Successful tenderer shall have to submit the copies of excise gate pass of the material so procured. If the manufacturer of PAC is also manufacturing some of the raw materials used in the manufacture of PAC, they should submit copies of GST invoice and E-way bill as and when called for. The tenderer must specify the quantities of raw material used for making 1 MT of liquid PAC to be supplied. The original GST invoice and E-way bill for Liquid PAC shall accompany with each delivery challan of the tanker supplied to BMC. The batch no./lot no. should be mentioned in the test certificate accompanying with each tanker. The tanker without above documents shall be rejected out right.
26. The suppliers can visit the BMC Water treatment plants at Bhandup Complex and Pise Panjrapur Complex on any working day to check up the feasibility of storing capacity.

27. The supplier/manufacturer shall enclose the necessary Valid Non toxicity certificates from a GLP Certified Laboratory/Institute, as regards to the safety of the material from the point of its application in the treatment of drinking water, in Technical bid, as per the recommendations of IITR Lucknow (formerly ITRC, Lucknow)

As per the recommendations of IITR Lucknow (formerly ITRC, Lucknow), the supplier/manufacturer should submit following Valid non-toxicity test certificates ,

- 1) Acute Oral Toxicity Certificate
- 2) Acute Dermal Toxicity Certificate
- 3) Sub- Chronic Oral Toxicity Certificate
- 4) Sub-Acute Dermal Toxicity Certificate
- 5) Primary Skin Irritation Test Certificate
- 6) Mucous Membrane Irritation Test Certificate

28. i) Tenderer shall submit the details of vehicles/tankers with copies of their respective HAZCHEM certificates from competent authority which they shall be sparing for the supply of liquid PAC, as may be ordered by B.M.C. from time to time

ii) The tankers supplying PAC to Bhandup Complex and Pise Panjrapur Complex Water Treatment Plants should have HAZCHEM symbol encrypted on vehicle/ tankers.

29. The original excise gate pass for liquid PAC shall accompany with each challan of the tanker supplied to B.M.C. The tanker without above documents shall be rejected.

30. The supply of liquid PAC shall only be accepted after passing the test in Municipal laboratory for each & every tanker. The test certificate of liquid PAC shall be submitted along with the supply in the prescribed format given in the tender documents on the Manufacturer's letterhead.

31. The manufacturer / supplier should specify and enclose the material safety data sheet of their product, in Technical bid.

32. The tenderer shall get the samples of the items to be supplied pre-tested from the approved laboratories and submit the test report thereof along with the tender. The tenderer shall also submit sufficient samples as stated along with the tender. The respective municipal authorities will get these samples retested from one of Govt. Approved laboratory by specifying the time limit for

submission of such report. In case there is any delay in submission of test report by the laboratories in the prescribed time period, in order to avoid delay in further processing of the tender, the concerned department may take further steps like opening of packet 'B' etc. by treating such tenders as 'Responsive' on the basis of the test report of the approved laboratories, submitted by the tenderers. Unless the test report of the samples sent to the laboratories by the B.M.C. is found "Satisfactory" the further process of awarding contract shall not be undertaken and the security deposit of the defaulting tenderer shall be forfeited and the firm shall be permanently blacklisted."

"In order to avoid delay in receiving the test report from the laboratories due to late submission of required testing charges, the bidder shall pay the required testing charges alongwith the E.M.D. at the time of submission of the tender ."

33. Payment will be made by respective user department within 30 days from the date of receipt of bill on satisfactory supply & after the execution of written contract.
34. The successful bidder within 30 days from the date of issue of the acceptance letter for executing the contract work under reference shall enter in to a contract agreement with the B.M.C. The contract agreement shall be adjudicated for payment of stamp duty by the successful bidder and accordingly the successful bidder shall pay the stamp duty on the contract agreement within such time so as to ensure that the contract agreement is executed within the stipulated period as aforesaid.
35. The successful tenderer shall submit Rate Analysis as per Annexure-D of the tender after opening of Commercial Bid i.e. packet 'C' after demand notification via email from BMC
36. After bid submission, any changes in vendor code due to change/ updation in Company name , Change of business or LLP, Joint venture will not be allowed as the said tender falls in the category of essential services of BMC.
37. The tender conditions stated in the technical specifications and these conditions supersede similar conditions stipulated else where in the Tender Document.

**TENDERER'S FULL SIGNATURE  
WITH RUBBER STAMP**

**SECTION - 11**

**FRAUD**

**AND**

**CORRUPT**

**PRACTICES**

## **FRAUD AND CORRUPT PRACTICES**

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

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

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

**A. “corrupt practice” means**

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

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

- B. “fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- C. “coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
- D. “undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- E. “Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- F.** If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.
- G.** Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

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



- vi. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- vii. acts intended to materially impede the exercise of the Financier’s inspection and audit rights provided .
- viii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.
- ix. ”parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.
- x. a “party” refers to a participant in the procurement process or contract execution.

# **SECTION - 12**

## **PRE BID MEETING**

## **PRE-BID MEETING**

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

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

### **1. Interpretation of e-Tender Document:**

- a) Tenderer(s) shall examine the tender document and acquaint themselves to all conditions and matters affecting the cost of the works. If any tenderer(s) finds discrepancies or omissions in the Document or if in doubt about their meaning, he should address a query during pre-bid meeting.
- b) Any resulting interpretation of the tender document will be issued to tenderer(s) as an addendum. Verbal clarification obtained from any source shall not be binding on the Corporation.
- c) No tenderer(s) shall amend the text of any document except as may be necessary to comply with any addendum.

### **2. Clarification of e-Tendering Documents**

Pre-bid meeting (If proposed as per e-Tender notice)

- a) The tenderer or his authorized representative is allowed to attend a pre-bid meeting as per the date, time and venue mentioned in the tender notice/header data.
- b) The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised prior to the pre-bid meeting.
- c) Any tenderer requiring any clarification of the tender document and/or the works may submit his questions in e-mail to reach Dy. H.E. (Stores/Purchase)'s office by **29.07.2024 till 11.00 a.m.**

## **SECTION - 13**

# **LIST OF APPROVED BANKS**

## **LIST OF APPROVED BANKS**

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

**The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit** categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be enforced against the said branch of the Bank in case of default by the contractor/supplier furnishing the bankers Guarantee.

### **List of approved Banks:-**

<b>A</b>	<b>S.B.I and its subsidiary Banks</b>
1	State Bank Of India.
2	State Bank Of Bikaner & Jaipur.
3	State Bank Of Hyderabad.
4	State Bank Of Mysore.
5	State Bank Of Patiyala.
6	State Bank Of Saurashtra.
7	State Bank Of Travankore.
<b>B</b>	<b>Nationalized Banks</b>
8	Allahabad Bank.
9	Andhra Bank.
10	Bank Of Baroda.
11	Bank Of India.
12	Bank Of Maharashtra.
13	Central Bank Of India.
14	Dena Bank.
15	Indian Bank.
16	Indian Overseas Bank.
17	Oriental Bank Of Commerce.
18	Punjab National Bank.
19	Punjab & Sindh Bank.

20	Syndicate Bank.
21	Union Bank Of India.
22	United Bank Of India.
23	UCO Bank.
24	Vijaya Bank.
24A	Corporation Bank.
<b>C</b>	<b>Scheduled Commercial Banks</b>
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	Indsind Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation &Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
<b>D</b>	<b>Schedule Urban Co-op Banks</b>
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.

54	Greater Mumbai Co-op Bank Ltd.
55	JanataSahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
<b>E</b>	<b>Foreign Banks</b>
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bankindosuez.
73	BanqueNationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong & Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

**SECTION - 14**

**APPENDIX**

**&**

**ANNEXURE**



## FORM OF TENDER

To,  
The Municipal Commissioner for Greater Mumbai  
Sir,

I/ We have read and examined the following documents relating to the **“Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year”**.

”

- i. Notice inviting tender.
- ii. Directions to tenderers (General and special)
- iii. General condition of contract for Supply of materials of the Municipal Corporation of Greater Mumbai as amended up to date.
- iv. Specifications.
- v. Special directions.
- vi. Annexure A and B.

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

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

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

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

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

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

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

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

4. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee or Education Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender. (Subject to condition 5 below).
5. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
6. I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.
  - a. I/We fail to keep the tender open as aforesaid.
  - b. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
  - c. I/we do not commence the work on or before the date specified by the Engineer in his work order.
7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
8. "I/We..... 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.
9. "I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation,"
10. "I / We further agree and undertake that in the event it is revealed subsequently after the allotment of work /supply/ contract to me / us that any information given by me / us in this tender is false or incorrect, I / We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation to any ground whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or it is withdrawn by the Corporation."

11. "I/We hereby further agree to execute agreement in the prescribed proforma and shall bear all the charges of whatsoever nature in connection with the preparation, Stamp Duty and execution of the said contract. I / we have offered our rates in the prescribed format and uploaded it along with the bid document."

12. "I/We further state that I/We have separately furnished an undertaking / declaration in the form of Affidavit on the stamp paper of Rs.200/- ( Rupees Two Hundred only) with regards to agreeing to the terms and conditions incorporated in the bid documents and various declarations as per requirement of BMC and I/We shall abide by them, in all respect throughout the period of contract."

Address

Yours faithfully,

.....

.....

Digital Signature of the Tenderer or the Firm

1.....

2.....

3.....

4.....

5.....

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

A/c,No.  
.....

1. ....

Name of Bank

2. ....

.....  
.....

3. ....

Name of Branch

4. ....

.....  
.....

5. ....

Vendor No.  
.....

## AGREEMENT FORM

Tender / Quotation

dated ..... 20...

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

CONTRACT FOR THE WORKS .....

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

Two thousand ..... Between .

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

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

..... (Here-  
inafter called “the contractor of the one part and Shri .....

.....  
the Dy. Municipal Commissioner (S.E.) (hereinafter called “the commissioner” in which expression are in-  
cluded unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors  
for the time being holding the office of Dy. Municipal Commissioner (S.E.) of the second part and the  
Brihanmumbai Municipal Corporation (hereinafter called “the Corporation”) of the third part, WHEREAS  
the contractor has tendered for the supply of the material described above and his tender has been accepted by  
the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation

NOW THIS

THIS AGREEMENT WITNESS as follows:-

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

- a) The letter of Acceptance
- b) The Bid:
- c) Addendum to Bid; if any
- d) Tender Document
- e) The Bill of Quantities:
- f) The Specification:
- g) Standard General Conditions of Contracts (GCC)
- h) 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 supply of the material the contract sum, at times and in the manner prescribed by the contract.

Now THESE PRESENTS WITNESS and it is hereby agree and declared between, and by the parties hereto as follows:-

**(1)  
Contract  
Period** That this contract shall be deemed to have commenced as from and after the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ and shall continue in force, subject to the power of the Deputy Commissioner / Dy. Hydraulic Engineer (Stores/Purchase) for the time being to determine the same previously as hereinafter mentioned until \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ or until such time as the supply/work herein mentioned shall have been completed and certified for by the Dy. Hydraulic Engineer (Store/Purchase) / Intending Officer as being of good quality and in good order.

**(2)  
Supply to be  
made  
according to  
intends  
Orders** The contractor/s shall during continuance of this contract, from time to time at all time as and when the same shall be indented for/required by the Dy. Hydraulic Engineer (Stores/Purchase)/ Intending Officer, or by any other officer of the Corporation authorised in that behalf (such indents/requisitions to be in writing and signed by the said officers) supply/execute and do or cause to be executed and done according to the directions and to the entire satisfaction of the Dy. Hydraulic Engineer (Stores/Purchase) or other officers of the Corporation authorised in that behalf with the stipulated period after the receipt of the respective indents requisition in such quantities as may from time to time be intended for such of the articles specified in the schedule here to annexed to carry out any on all works comprised in this contract which the contractor/s may be called upon to do at the rates of opposite to the said respective articles works in the said schedule.

**(2a)  
Failure to  
execute  
order** If the contractors fail to comply with the indents/carry out the work within the period stipulated, the Dy. Hydraulic Engineer (Stores/Purchase) / Municipal Commissioner / intending officer shall exercise his discretionary power to recover from the contractor/s as agreed liquidated damages or by way of penalty as may deem reasonable under the circumstances and the same shall be recovered from due of the contractors with this corporation.

**(2b)** Unless otherwise stated elsewhere in this contract, goods shall be delivered within one month from the date of receipt of order by the contractors.

**(3)  
Place of  
Delivery** The articles/provisions so indented for, unless otherwise specified, shall be delivered by the contractors at the Stores or such other office or establishment of the Corporation, located within the limits of Greater Mumbai as may be mentioned in the respective indents for the same and all charges for the carriage and delivery thereof and stacking to or at such place or places, measuring the quantities in the manner specified testing qualities and soundness of materials for workmanship of all parts of the said articles at the time of delivery in such manner as may be directed by the authorised Municipal Officer, replacing damaged or defective part/s of the article shall be borne by the contractors. No expenses and no risk of any description shall be borne by the Corporation until actual delivery of the materials shall have been taken by the Corporation. The contractors shall exercise all possible

care while delivering and stacking the materials within Corporation's premises. The cost of any damage done by the contractors or their dealers to Corporation's property while delivering and stacking, etc. the materials, shall be recovered from their bills or any other outstanding dues.

In case of contractors for dietary articles, the provisions shall be delivered by the Contractors not later than 7.30 A.M. each morning. WHEREAS the dry rations shall be supplied in the after-noon before 4.30 P.M. subject to the convenience of the individual department.

**(4)  
Quantity**

The quantities in the schedule are approximate, subject to the provisions hereunder, the contractor shall be bound to supply the articles to the extend of 25% over and above the scheduled quantities, at the same quoted percentage rate. The corporation on the other hand agrees that they are not bound to purchase the articles valued at more than 50% of the total amount of the contract for which the contractor shall not claim any damages of any nature whatsoever against the corporation.

**(5)  
Quality**

All articles supplied by the contractors in accordance with this contracts, shall be of the best quality of their respective kinds, in accordance with the Municipal sample or specifications, if any and of the exact size, kind and description required and shall be subject to the approval of the party or parties using the same and in case of their not being approved, shall be liable to be rejected.

The H.E. or indenting officer in case of direct debit contracts, shall not be bound to assign any reason in case of his rejecting the materials or articles supplied by the contractors, but the decision of the said rejecting authority shall be subjected to appeal to the Commissioner whose decision as to whether the said articles shall taken as rejected shall be final and binding on the contractors.

**(5A)  
Penalty for  
inferior  
supply from  
defaulting  
contractor/  
Suppliers**

(a) In case the contractors/suppliers at any time during the continuance of the present contract and even beyond the delivery period, supply any of the materials mentioned in schedules/Material Purchase Order which are rejected because of inferior quality on account of their being substandard and not conforming to relevant tender specifications, the penalty shall be levied at 20% of the cost of such material. Further, it is obligatory on the part of supplier to supply such rejected materials with approved ones within 30 days as per the competent authority's approval.

**OR**

(b) If the inferior quality materials is not replaced within 30 days, then the said material will be purchased from elsewhere after giving due notice to the contractors /suppliers on that account & at his risk and expenditure incurred to that effect shall be recovered from the said contractor/supplier.

**OR**

(c) To cancel the contract and orders and forfeiture of EMD, Contract Deposit and blacklisting the firm/company along with their partners/directors, if supply of inferior quality of material is found frequently.

**(6)  
Rejection &  
appeal**

The Dy. Hydraulic Engineer (Stores/Purchase) or the indenting officer in case of direct debit contracts, shall not be bound to assign any reason in case of his rejecting the materials or articles supplied by the contractors, but the decision of the said rejecting authority shall be subjected to appeal to the Commissioner, whose decision as to whether the said articles shall be taken on rejected, shall be final and binding on the contractors.

**(7)  
Fees** The contractors shall pay such fees as may be decided to be levied by the Commissioner in connection with inspection and field or laboratory tests of stores and materials supplied by the contractors. Such payment will however, be enforced only in event of the articles supplied and analysed being found to be inferior to specification in stipulated quality. Unless otherwise stated elsewhere in this contract the materials destroyed partly or fully, during the process of inspection or testing shall be replaced by the contractor free of cost.

**(8)  
Risk & Cost  
purchase** In case the contractors shall at any time during the continuance of these presents fail to supply satisfactory any of the said articles within the prescribed time as herein provided, or in case shall fail at once to replace any articles that may have been rejected as herein provided with other of approved quality, the Commissioner shall be at liberty forthwith to procure the same in the open market at the risk and cost of the contractors. Similarly if the work underlying the contract is not executed satisfactorily within the stipulated period, or after the same having been disapproved wholly or partly is not rectified or re-done to the satisfaction of the officer in charge within the said specified period, the Commissioner shall get the same executed or rectified or re-done through any other agencies at the entire risk of the contractors as to cost and consequences. The extra cost thereof (if any) and all expenses thereby incurred which shall include a minimum charge of 5 percent, in all cases of defaults which may be raised be to a maximum of 15 percent, in special cases at the discretion of the Commissioner shall be payable by and/or may be deducted from any moneys due or to become due to the contractors under this or any other contract between the contractors and the Corporation. The Commissioner may, however, fix such other subsequent date as he may think fit by which the delivery of the said articles or execution of the said work shall be completed.

In case of contracts for dietary articles, the contractors shall replace rejected dietary articles within two hours, failing which the Dean/and/or the officer in charge of the respective Institutions shall be at liberty to purchase the same from the open market, entirely at the contractor's risk and cost.

**(9)  
Articles can  
be bought  
elsewhere** The Corporation shall be under no obligation to purchase from the contractors all or any of the articles specified in the said schedule or otherwise, but only such articles and those in such quantities, as may from time to time be indented for on the contractors by the Indenting Officer. The Commissioner has the option of purchasing any of the articles from the market or other contractors elsewhere.

**(10)  
Submission  
of bills** The contractor/s shall on completion of the delivery of the articles or completion of the work mentioned in the respective order, present his/their bills in duplicate to the Indenting Officer within 8 days from the date of the completion of such delivery/work.

**(10A)  
Summary of  
bills** The contractor shall prepare separately monthly summaries of bills prepared by them against the various Municipal departments during the month and send on or before the 5th of the next month these summaries to the respective units of the Accounts department where the bills are admitted for payment. In case discount bill, the contractor should submit fortnightly summaries say on 5<sup>th</sup> and 20<sup>th</sup> of the month to enable the Accounts Department to admit payment in time. The payment of the bills will be held over for non-submission of summary of bills by the Contractors and discount will be deducted from the bills even though the discount period is over in such cases.

**(10B)** The contractor shall also submit a list of their outstanding bills, if any, to the department at the time of submitting their claim for refund of contract deposit. If no such list of outstanding bills is received along with the claim for refund of contract deposit, it will be presumed that no bill in respect of the contract is outstanding and no claim in respect of their outstanding bills will be entertained thereafter.

**(11)**  
**Monetary dealings with Municipal employees** The contractor/s shall not lend to, or borrow from, or have or enter into any monetary dealing or transactions, either directly or indirectly, with any Municipal employees and if his/they or any of them shall do so, the Municipal Commissioner shall be entitled to forthwith terminate this contract and forfeit the deposit without prejudice to the other rights and remedies of the Corporation, claim damages from the Contractor/s for the breach of the contract.

**(12)**  
**Breach of contract** In case of failure on the part of the Contractors at any time during the continuance of this Contract to comply with any of the conditions herein contained or in case of any breach whatsoever of any portion of this Contract, the Commissioner shall be at liberty, absolutely to determine the same by giving, the Contractors one calendar month's previous notice in writing of his intention so to do, and in such case the Contractors shall be responsible for and shall make good to the Corporation all loss, cost and damage of every description which the Corporation may sustained in consequence of such failure or breach or determination of the Contract and without prejudice to the generality of the foregoing, the said sum of Rs. \_\_\_\_\_ deposited as security as aforesaid shall absolutely forfeited to the Corporation as liquidated damages for such failure or breach of determination of the Contract.

**(13)**  
**Dissolution of Contract** The Contractor/s shall not at any time dissolve partnership in respect of this Contract or otherwise, change or alter their respective interest therein or assign, sublet or make over the present contract or the benefit thereof or any part thereof to any person/s whomsoever without the previous consent in writing of the Municipal Commissioner for the time being. In case the Contractor/s shall at time commit any breach of this covenant then the said deposit shall be forfeited to the Corporation and shall be retained by the Corporation as and for liquidated damages.

**(14)**  
**Disputes etc. to be decided by the Commissioner** If any dispute or difference shall arise between the Dy. H. E. (Store/Purchase) or other officer aforesaid on the one hand and the Contractor on the other hand, concerning the supplies to be made by the Contractor under these present or any of them or the quantity or quality thereof the delivery, stacking, measurement, weightment or making thereof or other action taken, or purporting respectively, to have been imposed or taken under these presents, or regarding any default or illegal or improper action on the part either of the Contractor or of the Hydraulic Engineer or other officer aforesaid or the mode of carrying out and giving effects to the provisions of these presents or concerning the meaning or intention of this Contractor of any part thereof, of concerning any certificate or order made or purporting to have been made there under, or any-wise whatsoever relating to the interest of the Corporation or of the Contractor, every such dispute or difference shall from time to time be referred to and settled and decided by the Commissioner, who shall be competent to enter upon the subject matter of such dispute or difference with or without formal reference or notice to the Contractor of others concerned, or any of them and who shall decide and determine therein, and to the Commissioner shall also be referred to the settlement of this Contract and the determination of the sum or sums or balance of money to be paid to or received from the Contractor by the Corporation.



**(15) Commissioner's direction & decision to be final and binding** The directions, decisions, certificates, orders and awards given and made on such reference as aforesaid of the Commissioner (which said directions, decision, certificates, orders and awards respectively may be made from time to time) shall be final and shall not be set aside on account of any technical or legal binding upon the Corporation and the Contractor respectively defects therein or in the contract, or on account of any formality, omission, delay, or error or proceeding or on any other ground or for any preference, suggestion, charge in situation of fraud, collusion or confederacy or otherwise howsoever, and it shall not be competent for the contractor of the Corporation to except to any hearing or determination before or of the Commissioner or to any certificate, order or award by Commissioner on ground of any want of jurisdiction or excess of authority or irregularity of proceeding, but all matter made the subject to any such hearing or determination or included in any certificate, order or award, and whether of retrospective or prospective operation of effect, shall be deemed to have been properly submitted to the Commissioner and be taken to have been properly adjudicated.

**(16) Commissioner not compellable to defend or answer any suit relating to any certificate or award made by him.** The Commissioner shall not be made a party to or be required to defend or answer any action, suit or proceeding at the instance of the Corporation or of the Contractor nor shall be compellable by any proceeding whatever to answer or explain any matter relating to any certificate or award made by him or state or show how or why or on what grounds he settled, ascertained or determine or omitted to settle, ascertain or determine any matter whatsoever, nor shall he be compellable to state or give his reasons for any proceeding whatsoever which he may take or direct to be taken in or about the premises or show to any person or persons for any purpose whatsoever any document whatsoever or any calculations or memoranda whatsoever in his possession or power relating thereto.

**(17) Corporation's lien over all moneys due to the contractor or his deposit** The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Contractor/s under these presents and or also on and which may become repayable to the Contractor/s under the conditions in that behalf herein contained, for or in respect of any debt or sum that may become due and payable to the Corporation by the Contractor/s either alone or jointly with another or others, and either under this or under any other contracts or transactions of any nature whatsoever between the Corporation and the Contractor/s and also for or in respect of any Municipal tax or taxes or other money which may become due and payable to the Corporation by the Contractor/s either alone or jointly with another and other under the provisions of the Mumbai Municipal Corporation Act, or any other Statutory enactment or enactments in force in modification or substitution thereof AND Further that the Commissioner on behalf of the Corporation shall at all times be entitled to deduct the said debt, or sum or tax due by the Contractor/s from the money, security or deposit which may become payable or returnable to the Contractor/s under these presents provided however that nothing in this clause shall apply to any moneys due and payable by the Contractor/s in his/their capacity as a trustee/s either alone or jointly with others. The provisions of these conditions shall also apply and extended to the Banker's guarantee if any given by the Contractor/s either in addition to or in substitution of the cash or security deposit to be made under this contract.

**(18) Termination of Contract** These presents in every clause matter and thing herein contained shall cease and determine on the \_\_\_\_\_ Two Thousand and \_\_\_\_\_ (Unless the same shall have been previously determined by the Commissioner as herein before provided). Except only as to the rights and remedies of the parties hereto in respect of any clause or thing herein contained which may have been broken or not performed.

**(19)  
Return of  
Deposit**

If the Contractors shall duly and faithfully carry out this Contract and shall duly satisfy all claims properly chargeable against him them there under the said sum of Rs. \_\_\_\_\_ (if made in cash and/or by the deposit of public securities) shall be returned to the Contractors and any balance due to the Contractors under these presents shall at the same time be paid by him/them.

**(20)  
Banker's  
Guarantee**

In the event of the said deposit of Rupees \_\_\_\_\_ having been made by the Contractors by delivery to the Commissioner of the General Undertaking and Guarantee of the Bankers of the Contractors and of the Contractors under any of the provisions of this Contract becoming subject to or liable for any penalty or damages liquidated or un-liquidated or of the said deposit of Rs. \_\_\_\_\_ becoming forfeited as herein before mentioned then and in any such case the amount of any such penalty or damages and the deposit so forfeited if not previously paid to the Commissioner shall immediately on demand be paid by the said Banker to and may be forfeited by the Commissioner under and in terms of the said General Undertaking and Guarantee. If no penalty or damage or forfeiture of deposit shall be exacted or claimable from or against the Contractors under this Contract the Contractors and the Bankers shall at the expiration of this contract be freed and released from the obligations of the said general Undertaking and Guarantee in respect in this contract without prejudice however, to the continuing liability of the Contractors and of the said Bankers and the right of the Commissioner and/or the Corporation of claim under the said General Undertaking and Guarantee for or in respect of any other subsisting Tender or Contract entered into by the Contractor/s with the Commissioner and/or the Corporation.

**(21)  
Deposit if  
paid in  
Public  
Securities**

All charges for the safe custody and withdrawal of and for the collection of interest on any securities deposited as security or purchased as hereinafter mentioned, though the Commissioner shall not be bound to collect any interest, shall be paid by or charged to the Contractor/s or shall be deducted out of any moneys that may be or become due to the Contractor/s under this or any other Contract between the Contractors and the Commissioner and/or the said Corporation. The commissioner shall not be bound to invest in Public Securities or otherwise any moneys in his hands in cash and belonging to the contractor/s on whatsoever account hereunder, but on the written application of the Contractor/s he shall so invest such moneys. So far as practicable (as to which the Commissioner shall be the sole judge), and the Contractor/s shall pay all charges for Commission and brokerage incidental to the purchase, safe custody and withdrawal of such securities and the collection of interest. No interest shall be payable by the Commissioner on any deposit or other money belonging to the Contractor/s on whatsoever account hereunder, which may be or remain in cash in the hands of the Commissioner. In the even of the Securities held or deposited or purchased under the provisions of the Contract at any time being Government Promissory Notes, in respect of which any notification shall at any time be issued by the Government notifying that the same will be discharged unless the holder thereof shall consent to the interest due under the same being reduced, the Commissioner shall without the consent of the Contractor/s be entitled to tender the said Government Promissory Notes for reduction of interest accordingly and shall not be liable to the Contractor/s for any loss or diminution in value occasioned thereby and any bonus or commission which shall be paid by Government in respect of the said notes shall for the purposes therein be deemed to be interested accrued due on the said Securities.

**(22)  
Partnership**

Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents shall, if signed in the

partnership name by any one of the Contractors be of a good and sufficient discharge to the Commissioner and Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of the death of any of the Contractors, during the tendency of this contract it is hereby expressly agreed that every receipt by any of the surviving Contractors shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid. PROVIDED that nothing in this clause contained shall be deemed to prejudice or after any claim which the Commissioner or Corporation may hereafter have against the legal representatives of any Contractors so doing or in respect of any breach of any of conditions hereof PROVIDED ALSO that nothing in this Clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Contractors and of the legal representatives of any deceased contractor inter se.

**(23) Charges** All costs, charges and expenses incurred in connection with this Contract including stamp duty and all other disbursements, shall be paid by the Contractors.

**(24) Singular-Plural** Words in the singular number shall include the plural the singular.

**(25)** The Words “Municipal Commissioner” or “Commissioner” whenever they occur in this tender or in the contract shall be constructed to mean “Deputy Municipal Commissioner” or “Deputy Commissioner”.

**(26) Acknowledgment** Every notice served upon any one of the contractors in pursuance of the terms of this contract shall be deemed to have been duly served upon the contractors, if it is addressed to the contractors given by then and duly posted, even if the same may not have actually reached them.

**(27) Penalty for Delay in Supply** If successful tenderers fail to comply with orders within the delivery period stipulated i.e. 30 days, the Municipal Commissioner /Dy.H.E(Stores/Purchase)/ Indenting Department shall exercise his discretionary power either:-

(a) To recover from the contractor as agreed, the liquidated damages or by way of penalty a sum not exceeding 1/2% of the price of the material, which the contractor has failed to deliver, per week or part thereof during which delivery of such delayed supplied material is not complied with within stipulated time period. The penalty is subject to the maximum limit of 10% of the value of supply material not received in time is to be deducted from the Contractor’s Bill, Contract Deposit or EMD or any amount due to contractor from BMC.

OR

(b) To purchased from elsewhere after giving due notice to the contractors /suppliers on that account & at his risk and expenditure incurred to that effect shall be recovered from the said contractor/supplier.

OR

(c) To cancel the contract and orders and forfeiture of EMD, Contract Deposit and blacklisting the firm/company along with their partners/directors.

**(28) Operation of Contract** The Dy. Hydraulic Engineer (Store/Purchase) of his successor for successors, for the time being holding the office of the Dy. Hydraulic Engineer (Store/Purchase) shall be competent officer to operate the various clauses under this contract, and to sign and serve notices under the various clause of the said contract. All such notices signed by the Dy. Hydraulic Engineer (Store/Purchase) shall be deemed to have been signed by the Municipal Commissioner or the Dy. Municipal Commissioner.

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

Signed, Sealed and delivered by the contractors M/s. _____ _____ _____	_____ _____ _____					
In the presence of _____ _____ _____ _____	Trading under the name and style of Contractors					
Full Name _____ Address _____ _____ _____	D.M.C. (S.E.)					
Signed by the D.M.C. (S.E.) in the presence of Ex. Engr.						
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.	SEAL					
1. _____ 2. _____	1. _____ 2. _____					
And in the presence of the Municipal Secretary	Municipal Secretary					
<table border="0" style="width: 100%;"> <tr> <td style="width: 20%;"><b>Head Clerk (Tender)</b></td> <td style="width: 20%;"><b>A.E.(Store)</b></td> <td style="width: 20%;"><b>E.E.W.W.(S/P)</b></td> <td style="width: 20%;"><b>Dy. H.E. (S/P)</b></td> <td style="width: 20%;"><b>H.E.</b></td> </tr> </table>		<b>Head Clerk (Tender)</b>	<b>A.E.(Store)</b>	<b>E.E.W.W.(S/P)</b>	<b>Dy. H.E. (S/P)</b>	<b>H.E.</b>
<b>Head Clerk (Tender)</b>	<b>A.E.(Store)</b>	<b>E.E.W.W.(S/P)</b>	<b>Dy. H.E. (S/P)</b>	<b>H.E.</b>		

**ANNEXURE " A "**

**Name of work :**

Chief Engineer (\_\_\_\_\_)

1. The Engineer for this work: \_\_\_\_\_ Dy.Ch.Eng.(\_\_\_\_\_)

Exe.Eng.(\_\_\_\_\_)

**2. Estimated cost of Tender:**

Sr No	Description of work	Total Amount Rs.
1	Civil Work	
2	Electrical Work	
3	Total Amount	

3. Earnest Money (2% of the Estimated cost)

\_\_\_\_\_

4. Time Period

1. Contract as a whole Period completion	
2. Part or Groups of items	
i)	i)
ii)	ii)
iii)	iii)

9. Percentage to be charged as supervision charges for the work got executed through other means .....percent.

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

- ~~1. In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.~~
- ~~1. In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.~~

## **Appendix- B**

### **INFORMATION REGARDING STATUS OF TENDER**

- 1) (i) **Whether it is Proprietary concern ?**  
(ii) **If so, Name of the Owner.**
  
- 2) **If it is a Partnership concern, please furnish name & residential address of each Partner.**
  
- 3) **Whether it is a Private Ltd or Public Ltd. Company?**

**Signatory Authority Person**  
**Of Concern / Company.**

**Name of Concern / Company & Seal**

## **Annexure- B**

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

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

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

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

2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

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

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

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

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

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



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

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

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

2. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

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

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

**Signature of Tenderer/Bidder**

**Annexure- C**

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

**DECLARATION CUM INDEMNITY BOND**

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

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

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

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

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

4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, 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 GUARANTEE IN LIEU OF CONTRACT DEPOSIT**

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

THE \_\_\_\_\_ BANK incorporated under the English/Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the first part \_\_\_\_\_ inhabitants carrying on business at \_\_\_\_\_ in Mumbai under the style and name of Messer's \_\_\_\_\_ (hereinafter referred to as 'the consultant') of the second part Shri. \_\_\_\_\_

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

IN WITNESS WHEREOF

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

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

address \_\_\_\_\_

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

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

address \_\_\_\_\_

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

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

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

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

address \_\_\_\_\_

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

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

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

address \_\_\_\_\_

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

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

**Annexure- D**

**Rate Analysis**

Item Description

Sr. No.	Description of rate analysis parameters	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be inclusive of all taxes)				
2	Machinery Hire Charges				
3	Labour Type		(labour components)		
4	Total of all components				
5	Overhead & Proffit 15% on 4				
6	Total Rate (4+5)				
7	Per unit rate				

**Sign & Seal of the Tenderer**

**Annexure- D**  
**AFFIDAVIT FOR BEST PRICE**

(To be uploaded in Bidder's Folder)

To  
The Municipal Commissioner  
Brihanmumbai Municipal Corporation

**Subject: "Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year"**

**Tender ID :.2024\_MCGM\_1056537**

**Due on: 13.08.2024**

"I/We \_\_\_\_\_ (full name in capital letter, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer for the establishment/firm/registered company, named herein below, do hereby, state and declare that I/We \_\_\_\_\_ whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the name of any other establishment/firm or otherwise, nor are we in any way related or concerned with any establishment/firm or any other person, who have filled in the tender for the aforesaid work".

"I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates. **Further, we do hereby undertake and commit that we have not offered/ supplied the subject product / similar product / systems or sub systems in the past one year in the Maharashtra State for quantity variation up to – 50% or + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt./Semi Govt. Agencies and within B.M.C. also.** Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instruction and direction given in this behalf in this tender.

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

However, in case of price difference, if it is result of differential tax structures, different Dollar value of Rupee, considering this aspect, before invoking the penalty, blacklisting etc., I/We will be given a reasonable opportunity of being heard by representing our case as to why such price variation/differential has arisen.

In case, if the explanation submitted by me/us is unsatisfactory then action as stated above including forfeiture of deposit & blacklisting may be taken against me/us.

**TENDERER'S FULL SIGNATURE  
WITH FULL NAME & RUBBER STAMP**

**(Note: This affidavit should be given on Rs.500/- stamp paper duly notarized by Notary with red seal and registration Number)**

**Annexure- E**

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

**DECLARATION REGARDING LITIGATION & ARBITRATION HISTORY**

Undertaking for the tender of contract “ **Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year. ”**

I, ..... Proprietor of M/s. ...., having office at .....

.....

....., do hereby declared and undertake as under:

I undertake that, I or my company M/s. .... have not been charged with any prohibitory and / or penal action such as banning for specific time or permanent / deregistration or any other action under the law by any government and / or Semi Government and / or Government undertaking.

I undertake that, I or my company M/s. .... have not been framed for any kind of litigation and we do not have any kind of arbitration history against us.

**TENDERER’S FULL SIGNATURE  
WITH FULL NAME & RUBBER STAMP**

**Declaration by the Tenderer**

(To be uploaded in Bidder's Folder)

(To be filled in and signed by the tenderer and to be submitted on non judicial stamp paper of **Rs.500/-** duly notarized by Notary Public / First Class Magistrate.)

**AFFIDAVIT**

To  
The Municipal Commissioner  
Brihanmumbai Municipal Corporation.

**Subject: - “Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year”**

**Tender ID :.2024\_MCGM\_1056537**

**Due on: 13.08.2024**

Sir,  
I / We.....(full name in capital letters starting with surname),  
the Proprietor /Partner/Managing Director/Holder of Power of Attorney  
of.....  
.....the business, establishment /  
firm / registered company do hereby, in continuation of the terms and conditions underlying the Tender Form  
and agreed to by me/us, give following undertaking:-

1. I / we hereby confirm that I / we will be able to carry out the work/supply/ installation/commissioning offered by me /us at the quoted rates and as per specifications/drawings indicated in the tender after compliance of all the required formalities within the specified time.
2. I/We do here by state and declare that I/We, whose names are given herein below in detail with the addresses, have not filled in this e- tender under any other name or under the name of any other establishment/ firm or otherwise, nor we are in any way related to or concerned with the establishment/ firm or any person, who have filled in the e-tender for the aforesaid work.
3. I/We also admit that if the relevant conditions forbidding submission of tender under different names of the firm is found violated, the Municipal Commissioner is at liberty to take necessary action against me/us.
4. I /We do hereby undertake that we have offered best price for the subject supply /work as per the present market rates and that I/We have not offered less price for the subject supply/work to any other outside agencies including Govt. / Semi Govt. agencies and within BMC also, in similar conditions.
5. I / We hereby request you not to enter into a contract with any other person/s for the execution of the works/supply until notice of non-acceptance of this e-tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We agree, not to withdraw the offer constituted by this e-tender before communicating me/us the decision of the MC/ Mayor/ Standing Committee or of the Education Committee, as may be required under Mumbai Municipal Corporation Act.



6. I / We agree to comply with and fulfill the requirements of all labour laws or other enactments applicable to this supply /work and abide them throughout the period of contract.

7. I / We accept the right of BMC to stop any supervising staff/ labour employed by me / us from entering in the BMC premises if it is felt that the said person is an undesirable element or is likely to create nuisance. BMC will not be required to assign any reason while exercising this right and I/We shall abide by such decision being binding on us.

8. I / We shall not sublet the work to any agency without prior approval of the BMC.

9. I / We understand and accept that our e-tender/contract is liable for rejection/ termination and EMD paid by me/us shall be liable for forfeiture by the BMC if-

a) I / We fail to keep the e-tender open as aforesaid,

b) I / We fail to execute the formal contract or make payment of contract deposit when called upon to do so,

c) I / We do not commence the work/supply on or before the date specified by officer/ engineer in his work order/indent,

d) I / We fail to produce required information, testimonials or a letter in original whenever called upon to do so or I/We fail to give satisfactory reason for non-production of such information testimonials, letter etc. within a period of one week from receipt of such demand.

10. I/We further agree that if for any reasons the Municipal Commissioner, Additional Municipal Commissioner, Director or Dy. Municipal Commissioner, as the case may be, may require me/us to supply /carry out works costing up to Rs...../- in respect of the works/supply involved in this tender, pending acceptance of the tender as a whole by the authority competent to do so under the relevant provisions of the MMC Act, issuance of such work order/ indent shall not amount to a counter offer by the BMC and I/We shall be bound to implement such work order/ indent without claiming any compensation and shall start the work/ supply positively within the period specified in such work orders / indent.

11. I/We hereby agree to execute the additional work/ supply to the extent of 50% over and above the office estimates at the quoted rate and terms and conditions of contract, but within the contract period as and when called upon by the Municipal Commissioner, Additional Municipal Commissioner, Director or Dy. Municipal Commissioner to do so.

12. I/We hereby further state and declare that- I/We are ...

not declared insolvent any time in the past.

not involved in any litigations with any organizations.

not debarred or blacklisted for tendering of bids by the Corporation or any other Govt. / Semi Govt. organizations.

not convicted under the provision of IPC or Prevention of Corruption Act., nor any case is pending against me/us in any court of law.

13. The acceptance of this tender by B.M.C shall constitute a binding contract between me / us and B.M.C.

14. I / We have filled in the accompanying e-tender with full knowledge of liabilities and therefore we will not raise any objections or disputes 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 e-tender.

15. I / We further confirm that the information/ documents submitted by me /us are true and correct to best of my/our knowledge and belief and that in the event it is revealed subsequently after opening of the tender or after the allotment of work / contract to me / us that any information given by me / us or any document uploaded/ submitted by me/us in this e-tender is false or incorrect, I / We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I / We agree to undertake that I / We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me / us or any work assigned to me / us or is withdrawn by the Corporation.

16. I/we solemnly confirm the compliance of all the requirements/ Conditions of the tender documents.

Full name and complete address with  
Tel. Nos. & E-mail address of all partners

Yours faithfully,

**Signature of Tenderer Trading under the name and  
style of.....**

**Office Stamp**

**PROFORMA LETTER TO BE SUBMITTED BY TENDERER WHO ARE MANUFACTURERS**

(To be uploaded in Bidder's Folder)

To,  
**The Municipal Commissioner,  
Brihanmumbai Municipal Corporation.**

**Subject: “Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year”**

**Tender ID :.2024\_MCGM\_1056537**

**Due on: 13.08.2024**

Dear sir,

We \_\_\_\_\_  
(Name of the manufacturing concern)

are an established manufacturer of \_\_\_\_\_  
(description of product)

having factory at \_\_\_\_\_  
(factory address)

We hereby assure quantity and quality pursuant to the clause 4 and 5 of the 'Article of Agreement', for the goods offered for supply, against this invitation for tender and undertake to abide by the said clause. We also assure uninterrupted supply of material included in Bill of Quantities in the tender.

For and on behalf of M/s. \_\_\_\_\_  
(Name of manufacturer)

Note: This proforma is meant for manufacturers who are participating in the tendering themselves. This letter shall be submitted with the tender in original on the letterhead of the manufacturing concern and signed by a person competent to sign the same.

**PROFORMA LETTER TO BE SUBMITTED BY TRADER/AGENT FROM THEIR MANUFACTURERS**

(To be uploaded in Bidder's Folder)

To,  
**The Municipal Commissioner,  
Brihanmumbai Municipal Corporation**

**Subject: "Supply of Poly Aluminium Chloride (PAC) as per IS:15573 of 2018 in Liquid form(Medium Basicity) for Water Treatment Plants of BMC for the period of one year"**

**Tender ID :.2024\_MCGM\_1056537**

**Due on: 13.08.2024**

Dear Sir,

We, \_\_\_\_\_  
(Name of the manufacturing concern)

an established manufacturer of \_\_\_\_\_ having factory  
at \_\_\_\_\_

\_\_\_\_\_  
(factory address)

do hereby authorise M/s. \_\_\_\_\_ (Name and address  
of the dealer/agent)

to represent us to tender & conclude the contract for the above goods manufactured by us with you against invitation of tender no. T/\_\_\_\_\_ due on \_\_\_\_\_

We hereby assure quantity and quality pursuant to the clause 4 and 5 of the Article of Agreement, for the goods offered. We also assure uninterrupted supply of material included in Bill of Quantities in the tender.

Yours faithfully,

For and on behalf of M/s. \_\_\_\_\_  
(Name of manufacturer)

Signature ( \_\_\_\_\_ )  
(Name & Designation of authorised signatory)

**Place:**

**Date:**

**Note:** This letter of authority shall be in original on the letterhead of the manufacturing concern and should be signed by a person competent and binding the manufacturers.

**SECTION - 15**  
**ANNEXURE 'A'**

## **Tax:**

(i) The tenderer shall quote inclusive of all taxes other than GST (**Excluding GST**), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.

Input Tax Credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

(ii) **“Chapter XXI-Miscellaneous, section 171(1) of GST Act, 2017 governs the ‘Anti Profiteering Measure’ (APM).**

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

**Accordingly, the contractor should pass on the complete benefit *accruing to him on account of reduced tax rate or additional input tax credit*, to BMC.**

**Further, all the provisions of GST Act will be applicable to the tender.”**

## Annexure 'A'

### **Irrevocable Undertaking**

(on Rs.500/- Stamp Paper)

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

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

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

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

**SECTION - 16**  
**PROFORMA – I**  
**&**  
**PROFORMA – II**



## Proforma-I

### 1.1 Technical Capacity

<b>Sr. No.</b>	<b>Organization to whom Similar Material was Supplied</b>	<b>Year of Supply</b>	<b>Sales / Supply (In Lacs)</b>	<b>Updated Value to Current Year (In Lacs)</b>
1				
2				
3				
4				
5				
6				
7				

## Proforma-II

### 1.2 Financial Capacity

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Annual Turnover for Supply Works (In Lacs)</b>	<b>Updated Value to Current Year (In Lacs)</b>	<b>Average Turnover of Last Three Years</b>
1				
2				
3				

**PROFORMAS:**

**A) — PROFORMA-I**

The list of similar works as stated in para „A“ of Post qualification during last seven years—

<b>PROFORMA-I</b>						
Sr.No.	Name of the Project	Name of the employer	Stipulated date of completion	Actual date of completion	Actual Cost of work done (in Lakhs)	Certifying Authority
1	2	3	4	5	6	7

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

~~— k. Works shall be grouped financial yearwise.~~

**B) — PROFORMA-II**

Audited annual turnover of Civil Engineering Construction Works during the last five years.

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

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

**C) ~~PROFORMA-III~~**

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

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

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

**D) ~~PROFORMA-IV~~**

**PERSONNEL:**

<b>PROFORMA-IV</b>					
Sr. No.	Post	Name (Prime Candidate/ Alternate)	Qualification	Work Experience	
				No. of Years	Name of Projects
1	Project Manager				
2	Quality Control Engineer				
3	Site Engineer				
4	Site Supervisor				

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

**E) — PROFORMA-V**

**MACHINERY: As applicable**

**For Special work**

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

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

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

**F) — PROFORMA-VI**

**Details of Existing Commitments and ongoing works—**

<b>PROFORMA-VI/A</b>							
Descripti on of work	Place	Contract No. & Date	Name & Ad- dresses of employer	Value of Contract in Rs.	Scheduled date of completion	Value of work remaining to be completed	Anticipated Date of completion
1	2	3	4	5	6	7	8

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

**Details of works for which bids are already uploaded—**

<b>PROFORMA-VI/B</b>							
Description of work	Place	Name & Ad- dresses of em- ployee	Value of Contract in Rs.	Time Pe- riod	Date on which decision is ex- pected	Remarks	
1	2	3	4	5	6	7	

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