



E – Tender for

“Bioremediation of 185 Lakh Tons of Legacy Waste with Disposal of Excavated/ Processed/ Segregated material & Reclamation of total 110 Ha of Land at Deonar Dumpsite”

Mahatender Id.: 2025_MCGM_1179519

**Website – <https://portal.mcgm.gov.in/tenders>
&
<https://mahatenders.gov.in/>**

Due date:- 03.06.2025

Office of the
Chief Engineer (Solid Waste Management) Project,
1st, 2nd, 3rd & 4th floor, Bai Padmabai Thakkar Marg,
Kotwadi, Mahim (Shivaji Park), Mumbai – 400016.
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Prepared by

Checked by

Verified by

**Sd/-
S.E. (DDG)**

**Sd/-
A.E.(SWM)Project**

**Sd/-
E.E.(SWM)Project**

**Sd/-
Dy.Ch.(SWM)Pr**

**Sd/-
Ch.(SWM)Pr**

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SECTION 1

E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

SOLID WASTE MANAGEMENT PROJECT DEPARTMENT

Chief Engineer (Solid Waste Management) Project

No.:MGC/ MGR/3819 dated 08.05.2025

Mahatender Id :- 2025_MCGM_1179519

E-TENDER NOTICE

Subject: “Bioremediation of 185 Lakh Tons of Legacy Waste with Disposal of Excavated/ Processed/ Segregated material & Reclamation of total 110 Ha of Land at Deonar Dumpsite”.

The Brihanmumbai Municipal Corporation (BMC) invites e-tender on item rate basis to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary / Partnership Firms / Private Limited Companies / Public Limited Companies / Companies registered under the Indian Companies' Act 2013.

Bidding Process will comprise of THREE stages.

The TENDER DOCUMENT document can be downloaded from Mahatender portal (<https://mahatenders.gov.in>) or BMC portal (<https://portal.mcgm.gov.in>). The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC.

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA) licensed by controller of certifying authorities namely, Safescrypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA. Interested Bidders should follow the “Manuals” available on Mahatender Portal (<https://mahatenders.gov.in>).

The Pre-qualification, technical and commercial bids shall be submitted online up to the end date & time mentioned below –

Sr. No.	Description	Scrutiny fee	EMD (Earnest Money Deposit)	Start date & Time for online Bid Downloading	End date & Time for online Bid Submission
1	Bioremediation of 185 Lakh Tons of Legacy Waste with Disposal of Excavated/ Processed/ Segregated material & Reclamation of total 110 Ha of Land at Deonar Dumpsite	Rs. 30,250/- plus GST @18%	Rs. 23,68,73,008/-	14/05/2025 From 11.00 AM	03/06/2025 Up to 04.00 PM

Note: Last date for online payment of Earnest money Deposit (EMD) is on or before End date & time prescribed.

Work / Service Details:

Name of Work	Contract Period	Estimated Cost of Project
“Bioremediation of 185 Lakh Tons of Legacy Waste with Disposal of Excavated/ Processed/ Segregated material & Reclamation of total 110 Ha of Land at Deonar Dumpsite”.	3 years including mobilization & monsoon period from the date of receipt of LoA/SAP PO whichever is earlier	Rs. 2,368.73 Crore

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. 23,68,73,008/- (Rupees Twenty Three Crore Sixty Eight Lakhs Seventy Three Thousand and Eight only)** (the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on mahaportal (<http://mahatenders.gov.in>) as mentioned in the Header Data of the tender.

The tender document is available on BMC portal (<https://portal.mcgm.gov.in>) along with this Bid notice. However, the bid will be invited through Mahatender portal (<https://mahatenders.gov.in>).

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 or concerning or relating to the tender document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

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 e-procurement system of Government of Maharashtra (Mahatenders) (<http://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 & Financial Packet 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 Ch.E.(SWM) Project office. The

Financial Packet 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 bid(s) without assigning any reason at any stage.

Bidders shall note that any corrigendum issued regarding this bid notice/ e-tender document will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers.

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

Office of the
Chief Engineer (Solid Waste Management) Project,
1st, 2nd, 3rd & 4th floor, Bai Padmabai Thakkar Marg,
Kotwadi, Mahim (Shivaji Park), Mumbai – 400016.
Phone:- 022-24320665

Email- ([che.swmproject@mcgm.gov.in/](mailto:che.swmproject@mcgm.gov.in)
dyches.wmproject@mcgm.gov.in)

The applicants may wish to visit the site under reference and can collect the information of the present status from the department who has invited the bids.

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

Sd/-
ChE. (SWM) Project

HEADER DATA

Tender Document No. (Tender ID No.)	2025_MCGM_1179519
Name of Organization	Brihanmumbai Municipal Corporation
Subject	"Bioremediation of 185 Lakh Tons of Legacy Waste with Disposal of Excavated/ Processed/ Segregated material & Reclamation of total 110 Ha of Land at Deonar Dumpsite."
Tender Scrutiny Fee	30,250+18% GST
Estimated Cost	NA
Bid Security Deposit / EMD	Rs. 23,68,73,008/-, the bidder shall pay Online on www.mahatenders.gov.in
Bid validity	180 Days
Date of issue and sale of tender	14/05/2025 from 11:00 Hrs
Last date & time for sale of tender	03/06/2025 up to 16:00 Hrs
Receipt of Bid Security Deposit & Submission of Packet A, B & Financial Packet (Online)	03/06/2025 up to 16:00 Hrs
Pre-Bid Meeting	23/05/2025 at 11:30 AM Venue- Addl. Municipal Commissioner (WS), 2nd Floor, BMC Head office, Fort Road, Mumbai-400001
Opening of Packet A	06/06/2025 after 16:00 Hrs
Opening of Packet B	06/06/2025 after 16:01 Hrs
Opening of Financial Packet	13/06/2025 after 12:00 Hrs
Address for communication	Office of the:- Chief Engineer (SWM) Project, BMC, 2 nd , 3 rd & 4 th floor, Bai Padmabai Thakkar Marg, Kotwadi, Mahim (Shivaji Park), Mumbai-400016 Email: che.swmproject@mcgm.gov.in
Venue for opening of bid	Online in Ch.Eng.(SWM) Project's office

This tender document is not transferable.

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

Sd/-
ChE. (SWM) Project

Fact Sheet:

Clause Reference	Topic
Commercial Bid Evaluation	The method of selection is: QCBS (Quality-Cost Based Selection - L1)
Downloading tender document	Tender document can be downloaded from https://portal.mcgm.gov.in or https://mahatenders.gov.in
Earnest Money Deposit (EMD)	Bidders are required to pay the EMD/Bid Security of Rs 23,68,73,008/- through online mode on https://mahatenders.gov.in
Scope of Work	Mentioned in separate section below
Pre-bid meeting and clarifications	Pre-bid meeting
Language	Proposals should be submitted in the English language only.
Taxes	The bidder 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. The bidder must quote price in Indian Rupees (Rs) only.
Bid Validity	Proposals must remain valid till 180 days after the submission date.
Submission of Responses	Bidders must upload and submit all the documents on the Mahatender portal https://mahatenders.gov.in . <i>Each of the above documents must be uploaded in the format specified for this purpose.</i>
Submission of Proposals	This is online process; interested bidders are required to submit the proposal online only by the date and time specified for the Tender document No physical copies will be entertained from the bidders.
Last Date of Submission	Proposals submitted after the due date and time specified in this Tender document or in trailing corrigendum if any will not be accepted by the e-Tender portal.

Background Information

1) Basic Information

- a) Purchaser invites responses ("Bids") to this e-tender from the firms OEMs Agencies/authorized Partners ("Bidders") for the services as described in Section of this tender document, "Scope of Work". BMC is the Purchaser for this procurement competition ("the Purchaser").
- b) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet / corrigendum if any. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

2) Project Background

BMC aspires to transform Mumbai into a city of millennium, a world class city as stated in the development plan 2005-2025. In order to achieve this, Mumbai needs to be distinctive on the dimension of quality of life by improving the quality of citizen welfare services.

The Municipal Corporation of Greater Mumbai covers an area of 437.71 sq. 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 Municipal Corporation of Greater Mumbai (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.

BMC is primarily an organization, which in the interest of citizens and with the speed of urbanization deals with the variety of the infrastructure services and delivered to the public by different departments like Water Supply Projects, Sewerage Projects, Hydraulics, Solid Waste Management, Storm Water Drain/Roads and bridges and Building Construction etc. Collection, Transportation & Disposal of Waste generated in the BMC limits is an obligatory duty of the BMC. Solid Waste Management Department of BMC is performing this mandatory duty to the fullest of its capacity.

The scope of work of this tender is to carry out the work of **“Bioremediation of 185 Lakhs Tons of Legacy Waste with Disposal of Excavated/Processed/ Segregated material & Reclamation of total 110 Ha of Land at Deonar dumpsite”**.

The scope of work is explained in detail in Section – 7 of this document under the topic “Scope of Work” & in Section – 10 of this topic under the topic “Specifications”.

SECTION 2

ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA

1.1 Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature or currently executing the work of similar nature as described in para 1.3 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).

The tenderer(s) shall have service centres / offices in Mumbai Metropolitan Region and address shall be uploaded.

The tenderer(s) can choose to follow only One criterion out of TQ1, TQ2 or TQ3 as given below. Mixing two criteria is not allowed to meet the minimum qualification for the Projects.

a. TQ1 - Processing Experience

Three similar completed / ongoing works (Quantity of completed part of ongoing work) each not less than as mentioned below	Or	Two similar completed/ ongoing works (Quantity of completed part of ongoing work) each not less than as mentioned below	Or	One similar completed/ ongoing work (Quantity of completed part of ongoing work) each not less than as mentioned below
More than 37 Lakh MT (20 % of total waste)		More than 46.25 Lakh MT (25 % of total waste)		More than 74 Lakh MT (40 % of total waste)

Or

b. TQ2 – RDF Disposal

In any one of the last 7 preceding financial years from the Bid Due Date, the Bidder must have responsibly disposed minimum **1.96 lakh MT** (One Lakh and Ninety Six thousand Metric Tons) of RDF to Cement Plant or Waste to Energy Power Plant or any other industry where the RDF can be used as fuel.

Or

c. TQ3 – Infrastructure Projects

The bidder shall meet all following Infrastructure projects criteria: -

- 1) One Contracts for any infrastructure projects worth **2-times** of the estimated project cost

/ Two Contracts for any infrastructure projects worth **1.5-times** of the estimated project cost / Three Contracts for any infrastructure projects worth **1-times** of the estimated project cost. Infrastructure projects shall include Roads, Ports, Railways, or Airports either on BOT, HAM or EPC mode.

- 2) Experience of Earth Work Removal (Bulk material excavation and handling) or Mining of minerals such as coal / iron ore / Limestone (Volume of only minerals will be considered) in any one year out of last 7 Financial Years.
- 3) Bidder shall own at least two cutting suction dredgers (CSD) and own four barges of minimum 1000 MT capacity each, capable to dispose bulk material through sea/creek route. In case Bidder does not own these machineries, it shall submit MoU with parties who own these machineries and ready to provide for the work.
- 4) The tenderer shall have experience in execution of scrap material items of removal and disposal to the tune of minimum 45000 tons in MMR region in the last 5 years of a govt department. In case the bidder doesn't have the above experience, the bidder can claim the experience by having a tie up in form of notarized MOU with the company/firm having the said experience.

In support of this criteria, Bidder shall provide relevant certificated from CEO or Director of the company in case of Private Company and Engineer in Charge in case of Govt entity. Bidders can rely on affiliate/associate/group companies.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 5% per annum; calculated from the date of completion to last date of receipt of applications for tenders. However, in case of ongoing work no enhancement in the value of completed part of the work will be made.

1.2 Financial Capacity

- a) The Bidder shall have achieved an average annual financial turnover as certified by 'Chartered Accountant' not less than 40% of estimated Project Cost i.e. **Rs. 948/- Crore (Rupees Nine Hundred and Forty Eight Crore only)** in last three (3) financial years immediately preceding the Financial Year in which bids are invited.
- b) Net worth – Minimum 10% of the estimated cost in any three years out of preceding 5 years

The value of each year's turnover shall be brought to current costing level by enhancing the actual value at compound rate of 5% per annum; calculated from the date of completion to last date of receipt of applications for tenders.

1.3 Similar Experience

“Similar work for TQ1 shall mean, **“Bidder shall have established new facility of corresponding capacity and scientifically processed MSW (Should have facility including MRF, Compost etc.) and/or Bio-mined MSW, segregated and disposed MSW as per the applicable guideline during last 7 years before date of publication of the tender in any Government / Semi-Government Organizations / Public Sector Undertakings.”**

“Similar work for TQ3 shall mean, **“Bidder shall have Infrastructure Projects where Bidder has experience in Mining, Excavation and Material Handling of Coal, Iron Ore, Fossil Fuels or similar field of work or Road Construction which involves the planning, design, construction, operation, and maintenance of roads, bridges, and tunnels during last 7 years before date of publication of the tender in any Government / Semi-Government Organizations / Public Sector Undertakings.”**

Note:- The bidder shall disclose the litigation history while bidding in technical eligibility packet under the head **“Details of Litigation History”**.

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

In case there is litigation History –

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

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

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

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

3. Infrastructural Set Up:-

The bidder shall have their well established office within the MMR Region. In case the bidder doesn't have an office he shall give an undertaking on Rs.500/- stamp paper that he shall set up an office within MMR region within 90 days from the date of issue of LOA.

4. Joint Venture:-

Joint venture is not allowed in this tender.

SECTION 3

DISCLAIMER

DISCLAIMER

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

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

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

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

from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this e-tender.

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

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

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

SECTION 4

INTRODUCTION

Background:

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

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

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

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

SECTION 5

**E-TENDERING 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 online. 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 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/ Safescrypt / 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 Financial Packet) 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 21 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 e-Procurement 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 e-Procurement 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> The tenderer shall pay the EMD / Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet 'A' instead of paying the EMD at any of the CFC centers in BMC Ward Offices.

The Packet 'A', Packet 'B' & Financial Packet of the tenderer will be opened as per the time-table shown in the Header Data in the office of the Chief Engineer (SWM) Project, BMC, 2nd, 3rd & 4th floor, Bai Padmabai Thakkar Marg, Kotwadi, Mahim (Shivaji Park), Mumbai-400016

The e-tender is available on BMC portal, <http://portal.mcgm.gov.in>, or Mahatender Portal (<https://mahatenders.gov.in>) as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. prequalification / Technical.

SECTION 6

**INSTRUCTIONS TO
APPLICANTS**

A. TIME PERIOD OF THE PROJECT:

The time period of work is 3 years from the date of receipt of LoA/SAP PO whichever is earlier that includes Monsoon & mobilization period.

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.

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

B. Contract Execution:-

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

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

E. Action when whole of security deposit is forfeited:

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

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

In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefor actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the

performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by BMC under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against BMC even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

F. 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

Submission of Tenders

PACKET – A & B (Fee / Technical Qualification / Eligibility criteria)

The PACKET 'A' & 'B' 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 10% of the total project cost not more than one year old from due date of the tender.
- c) A document in support of Registration under Maharashtra 'Goods & Service Act 2017. GST Registration Certificate in Maharashtra (or equivalent requirement under GST). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST Registration Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released
- d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- f) 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' & 'B'.

Technical Qualification: (The scanned certified copies of the following documents)-

- a) The list of similar type of works as stated in para '**Technical Capacity**' in **section-2** of Post qualification successfully completed during the last Seven years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self-attested. Documents stating that it has successfully completed during the last Seven years at least one contract of similar works as stated in para '**Technical Capacity**' in **section-2**.
- b) Annual financial turnover for **preceding three financial years as certified by Chartered Accountant** preceding the Financial Year in which bids are invited. **Copies of Applicants duly**

audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited. (Proforma – II)

- c) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as a evidence).
- d) The bidder shall give undertaking on Rs. 500/-stamp paper that it is his/their sole responsibility to arrange the required machineries/ resources before start of the work.
- i. Details of works in hand (Proforma V-A & V-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
 - ii. The undertaking of Rs. 500/- stamp paper as per the proforma annexed in 'Annexure 'B' (pre-contract integrity pact), 'C'(Indemnity Bond), 'D' (Best Price) & 'F'(Irrevocable Undertaking) and statement that bidder is conversant to onsite situations and difficulty and has inspected the site personally and accordingly the bid is submitted.
 - iii. Tenderer shall submit the undertaking stating that he will submit license Certificate from the office of Labour Commissioner after issue of work order and before commencing the work, if the work is allotted to him.
 - iv. Information on litigation history in which tenderer is involved for last five years from the date of submission of bid as per directions given in the circular U/N MGC/F/6565 dt 25.09.2018
 - v. Pre bid meeting minutes, signed copy of addendum if any.

NOTE:

- If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
 - If it is found that the tenderer has not submitted required documents in this cover 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.
 - **Bidders shall submit the undertaking for machinery / equipment / vehicle / manpower capability and other undertakings as such on single Rs. 500/- stamp paper.**
- vi. The tenderers shall upload work plan as per the following outline:

1. GANTT chart/BAR chart / CPM chart showing the completion of work, considering major activities.
2. Organizational set up envisage by the contractors.
3. Equipment/Vehicle proposed to be deployed for this work.
4. Office proposed to be set up in MMR region (if not at Present).
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 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.500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
- ii. 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. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

Note:

- If it is found that the tenderer has not submitted required documents 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.

Financial Packet

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. For financial cover, tenderer (s) will fill data in the (.xls) sheet provided in percentage. The other contents of the sheet except vendor details and % age quote are password protected and shall not be tempered with in any case by the tenderer. The tenderer shall quote his percentage variation figures. **(If entered '0' it will be treated as 'at par'.** The (.xls) sheet shall be validated, saved and uploaded in Financial cover by the tenderer. The detailed procedure for uploading the documents and submission of e-tender can be found on Mahatender Portal (<https://mahatenders.gov.in>).

Note: In case of rebate/premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Executive Engineer / Dy.Ch. Eng. The format for rate analysis is annexed at Annexure D.

➤ **BID SECURITY OR EMD**

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

The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.

- The Bid Security/ EMD of L-2 and downward bidder(s)(i.e. L-3,L-4...) shall be refunded immediately after opening of financial bid.
- In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.
- The Bid Security may be forfeited:
 - a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
 - b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and/or
 - ii. Furnish the required Security Deposits.

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

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 & B.

Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.

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 of non responsive bidder will not be opened. However there will not be any forfeiture of EMD.**

Shortfalls:

Maximum 5 shortfalls of curable defects shall be allowed and in case, curable defects are not complied by bidder within given time period, the bidder shall be treated as "**non-responsive**" & such cases will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' & 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.

Refund of EMD: -

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

b) The Bid security of successful bidder will be discharged when the bidder has signed the agreement and /or furnish the required security deposits as elaborated in standard bid document.

~~In case of curable/ non curable defects due to non-fulfilment of requirement of BMC as prescribed & 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.~~

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

2. No rejections and forfeiture shall be done in case of curable defects. **~~For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.~~**

Note:

A. Curable Defect shall mean shortfalls in submission such as:

- a. Non-submission of following documents,**
 - i. Valid Registration Certificate**
 - ii. Valid Bank Solvency**
 - iii. Goods & Sales Tax (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,**

B. Non-curable Defect shall mean:-

- a. In-adequate submission of EMD/ASD amount,**
- b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.**
- c. No proper submission of experience certificates and other documents, etc.**
- d. No proper submission of Litigation History**

BID VALIDITY

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

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit

[Circular issued u/n CA/F/Project/21 Dt.07.09.2020. is applicable for this tender]

The security deposit shall mean and comprise of **Contract Deposit**.

Contract Deposit – The successful tenderer, here after referred to as the contractor shall pay an amount in the form of cash or Demand Draft or Government securities or Fix deposit receipts or **BANK GUARANTEE** equal to **Five (5)** percent of the contract sum shall be paid within thirty days from the date of issue of letter of acceptance.

Contract Deposit may be allowed in any form i.e. in Cash or Demand Draft or Government Securities or Fixed Deposit Receipts or in the form of Bank Guarantee.

B. Refund of Contract Deposit

The Contract Deposit shall be released within 30 days after completion of contract period 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.

***Note:**

- a. It shall be clearly mentioned that the BG shall be applicable for individual work/contract and clubbing of various contracts of the said contractor will not be allowed. In case of obtaining Bank Guarantee, it is necessary that the final year BG shall be valid further 6 months from the completion of contract 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.
- c. Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai upto Virar & Kalyan. List of approved 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.

C. 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 = $(X/100) \times \text{office estimated cost}$, 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.

D. 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 proportion 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.

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

Successful tenderer shall pay the Legal Charges + Stationary charges as below or as per latest applicable Circular at the time of award of contract (currently the amounts mentioned here are as per circular issued by legal section u/no.26206 dtd 31.08.2024)

Contract Value						Legal + Stationary Charges
From	Rs.	---	To	Rs.	50,000/-	Nil
From	Rs.	50,001/-	To	Rs.	1,00,00,000/-	@0.10% of contract cost +18%GST (Min.Rs.1000/-+GST & Max.10000/- +GST)
From	Rs.	1,00,00,001/-	To	Rs.	10,00,00,000/-	Rs.10000/- for contract cost upto Rs.1,00,00,000/- plus @0.05% for above Rs.1,00,00,000/- +18% GST
From	Rs.	10,00,00,001/-	To	Rs.	Further contract cost	Rs.55000/- for contract cost upto Rs.10,00,00,000/-plus @0.01% for above Rs.10,00,00,000/- +18% GST

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

certificate bills in respect of the work.

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 :

Article	Description of Instrument	Stamp Duty before 14/10/2024	Stamp Duty from 14/10/2024
63	Work Contract		
	a) Up to Rs. 5 Lakhs	Rs. 500/-	Rs. 500/-
	a) Above Rs. 5 Lakhs up to Rs. 10 Lakhs. Rs. 500/- (Five hundred rupees.)	Rs. 500/-	Rs. 500/- + 0.3 % on the amount above Rs. 5 Lakhs
	b) Above Rs. 10 Lakhs	Rs. 500/- + 0.1% Max Rs. 25 Lakhs	Rs. 500/- + 0.3% on the amount above Rs. 5 Lakhs Max Rs. 25 Lakhs

- ii. The successful bidder shall enter into a contract agreement with BMC within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- iii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.
- iv. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.
- v. All above mentioned values are as applicable while inviting the tender. However the contractor has to pay the stamp duty charges as per the latest applicable circular at the time of award of contract.

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 Mahatender Portal (<https://mahatenders.gov.in>) for “The Manual of Bid- Submission for Percentage Rate/Item Rate Tender Document.” The detail guidelines for creation and submission of bid are available in the referred document.

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to che.swmproject@mcgm.gov.in. The subject shall clearly bear the following identification/ title: **"Queries/Request for Additional Information: TENDER for “Subject of the tender”** Any changes in mail ID will be intimated on the portal.

3. In case of **Equal Rate of lowest bidders (L1)**, the allotment of work shall be done by giving **48 hrs (2 working days)** from the day of opening of Financial cover on same BID-Document number **for re-quoting** and such development needs to be done by IT department in Mahatender Portal (<https://mahatenders.gov.in>). **Till such development is made; ‘Sealed Bids’ shall be called from the bidders quoting the same rates i.e. L1.**

In case of **equal rate** of lowest bidders is obtained **even after re-quoting**, then the successful bidder will be decided by **lottery system** by Chief Engineer (SWM)Project.

A. General

- A. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the SI support required. Bidders and recipients of e-tender document may wish to consult their own legal advisers in relation to e-tender document.
- B. All information supplied by Bidders may be treated as contractually binding on the

Bidders, on successful award of the assignment by the purchaser on the basis of tender document.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the purchaser. Any notification of preferred Bidder status by the purchaser shall not give rise to any enforceable rights by the Bidder. Purchaser reserves rights to cancel this procurement at any time without any notice and reason.

- C. E-tender document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

B. Compliant Bids / Completeness of Response

- A. Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the tender documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- B. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - I. Comply with all requirements as set out within tender document.
 - II. Submit the forms as specified in this tender document and respond to each element in the order as set out in this tender document
 - III. Include all supporting documentations specified in this tender document

C. Code of Integrity

- A. No official of a procuring entity or a bidder shall act in contravention of the codes which includes
 - I. prohibition of
 - a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided
 - c. Any collusion, bid rigging or anticompetitive behavior that may impair the

transparency, fairness and the progress of the procurement process.

- d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. Any financial or business transactions between the bidder and any official of the procuring entity related to TENDER DOCUMENT or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. Obstruction of any investigation or auditing of a procurement process.
- h. Making false declaration or providing false information for participation in a bidding process or to secure a contract;

II. Disclosure of conflict of interest.

III. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

B. In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

D. Key Requirements of the Bid

A. Right to Terminate the Process

- I. Purchaser may terminate the e-tendering process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- II. E-tender document does not constitute an offer by Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the contract.

B. Tender Scrutiny Fee

- I. The tender documents have been made available to be download without any fee from the website <https://portal.mcgm.gov.in>.

- II. Bidders will need to submit the receipt of fee paid to process EMD refund.
- III. Bidders can choose option of deducting scrutiny fee from the EMD. After deducting scrutiny fee, balance EMD will be refunded to the bidders.

C. Submission of Responses

- I. Bidders should submit their responses as per the procedure specified in the manuals published on Mahatender portal (<https://mahatenders.gov.in>) being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this e-tender document, such as:
 - a. EMD Receipt
 - b. Pre-qualification response
 - c. Technical Proposal & Financial Proposal
 - d. Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.
- II. However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified structure in the Mahatender portal.
- III. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines.
- IV. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
- V. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal.

D. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney / Authorization in the name of the signatory of the Proposal. Copy of the same should be uploaded under the relevant section/folder on the Mahatender portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

E. Preparation and Submission of Proposal

A. Proposal Preparation Costs

- I. The Bidder shall be responsible for all costs incurred in connection with participation in the e-tendering process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- II. Purchaser/BMC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

C. Venue & Deadline for Submission of Proposals

The response to tender must be submitted on the Mahatender portal (<https://mahatenders.gov.in>) by the date and time specified in header data of tender document. Any proposal submitted on the portal after the mentioned deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

D. Late Bids

- I. Bids submitted after the due date will not be accepted by the Mahatender system and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal
- II. Bids submitted by telex/telegram/fax/e-mail/post etc. shall not be considered. No correspondence will be entertained on this matter.

F. Evaluation Process

A. Evaluation

- I. Purchaser will evaluate the responses of the Bidders.
- II. Purchaser shall evaluate the responses to the e tender and all supporting documents/documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- III. The decision of the Purchaser in the evaluation of responses to the tender shall be final. No correspondence will be entertained outside the process of evaluation

with the Purchaser.

- IV. The Purchaser may ask for meetings with the Bidders to seek clarifications on their proposals
- V. The Purchaser reserves the right to reject any or all proposals on the basis of any deviations.
- VI. Each of the responses shall be evaluated as per the criteria and requirements specified in tender documents.
- VII. If it is found that the Bidder has not submitted required documents as per Pre-Qualification folder or Technical Folder then the Bidder shall be intimated to comply with the said documents within 3 days from the intimation from Purchaser (through email), ~~otherwise 10% EMD will be forfeited and/or the proposal will be treated as non-responsive.~~
- VIII. Purchaser reserves the right to accept or reject any or all the Bids without assigning any reason. Moreover, if no intimation is provided by purchaser then the documents submitted cannot be deemed as accepted.

B. Bid Opening

- I. The Proposals submitted up to due date and time will be opened on Date & time mentioned in header data of tender document by Purchaser or any other officer authorized by Purchaser, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- II. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the bidding firms to identify their bonafides for attending the opening of the proposal.

C. Bid Validity

The offer submitted by the Bidders should be valid for minimum period of **180 days** from the date of submission of bid.

D. Bid Evaluation

- I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - a. Are not submitted as specified in the tender document
 - b. Received without the Letter of Authorization / Power of Attorney
 - c. Are found with suppression of details
 - d. With incomplete information, subjective, conditional offers and partial offers submitted
 - e. Submitted without the documents requested in the checklist

- f. Have non-compliance of any of the clauses stipulated in the tender document
- g. With lesser validity period

II. All responsive Bids will be considered for further processing as below.

- a. Purchaser will prepare a list of responsive/eligible Bidders, who comply with all the Terms and Conditions of the tender document. All eligible bids will be considered for further evaluation according to the Evaluation process defined in tender document. The decision of the Purchaser will be final in this regard.

E. Technical Qualification Criteria

- a. Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.
- b. The Product offered should meet all the technical and functional specifications given in the section "Scope of Work". Non-compliance to any of the technical and functional specification will attract rejection of the proposal.
- c. Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre- Qualification Criteria would be considered technically qualified.

F. Commercial Bid Evaluation

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives if available.
- b. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the contract.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees.
- e. Any conditional bid would be rejected.
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a

discrepancy between words and figures, the amount in words will prevail”

The technical proposal as submitted shall be presented before the committee. This committee will carry out evaluation of the bids received.

The selection will be based on QCBS method (30% Technical + 70% Financial) for deciding successful bidder to qualify for opening of Commercial Bid.

Sr. No	Description of Parameters	Marks
1.	a) Financial Capability - Bidder's average annual turnover in the last three financial years	20
	(i) If between 40-75% of estimated project cost	7.5
	(ii) If between 75-100% of estimated project cost	10
	(iii) If between 100-150% of estimated project cost	15
	(iv) More than 150% of estimated project cost	20
	b) Financial Capability - Average Net Worth in the last five financial years	10
	(i) If between 10-30% of estimated project cost	5
	(ii) If between 30-50% of estimated project cost	7.5
	(iii) More than 50% of estimated project cost	10
2.	a) Technical Capability - Bidder's work experience in processing of legacy waste quantities, including disposal of excavated/ Segregated material, using Bio-mining technology, during last 7 years. Or Bidder shall have Scientifically processed MSW (Should have facility like MRF, Compost etc) and/or Bio-mined MSW during last 7 years before date of publication of the tender in any Government / Semi-Government Organizations / Public Sector Undertakings.”	15
	(i) From 74 to 80 Lakhs MT	10
	(ii) More than 80 to 85 Lakhs MT	12.5
	(iii) More than 85 Lakhs MT	15
	b) Technical Capability - Experience in sale/dispose of by-products (RDF) generated from Municipal Solid Waste processing projects in any one of last 7 financial year. Bidder shall submit client certificate showing quantity of sale/dispose in last 7 financial years	10
	(i) From 1.96 lakh to 2.5 Lakh MT	5
	(ii) More than 2.5 to 3 Lakhs MT	7.5
	(iii) More than 3 Lakhs MT	10
	c) Technical Capability – Experience in Infrastructure Projects in Mining, Excavation and Material Handling of Coal, Iron Ore, Fossil	25

	Fuels or similar field of work Or Road Construction involves the planning, design, construction, operation, and maintenance of roads, bridges, and tunnels in last 7 financial years	
	i. One times of Estimated Project Cost	15
	ii. One & half times of Estimated Project Cost	20
	iii. Two times of Estimated Project Cost	25
<i>Proof to be enclosed: Tie up agreement / certificate obtained from the client</i>		
3	d) Technical Presentation - Approach & Methodology	20
	i. Technology and Process focused on 100% land recovery and necessary environment mitigation measures and Work Schedule and timelines	5
	ii. Disposal/Utilization Plan for Materials recovered from the dumpsite covering TFR is mandatory for Authority Assessment to evaluate market linkages for disposal of SCF/RDF fractions, Inert/C&D material fractions Soil fraction, MoUs with potential off-takers, off-loading land owners for recovered materials	5
	iii. Disposal of processed materials from Deonar dumping Ground, Arrangement of Barges for water transport and plan for road transport, route and protective measures for taking material out of the Deonar site	10

G. Award of Contract

A. Award Criteria

Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

B. Right to Accept Any Proposal and to Reject Any or All Proposal(s)

Purchaser reserves the right to accept or reject any proposal, and to annul the bidding process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

H. Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the bidding process/ public procurement process has not been completed within the

stipulated period, Purchaser, may like to request the Bidders to extend the validity period of the bid.

I. Signing of Contract

Post submission of Performance Guarantee by the successful Bidder, Purchaser shall enter into a contract, incorporating all clauses of TENDER DOCUMENT, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder.

J. Failure to Agree with the Terms and Conditions of the tender document

- A.** Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the TENDER DOCUMENT shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.
- B.** In such a case, the Purchaser shall invoke the PBG of the responsive Bidder.

K. Conflict of Interest

The Vendor shall disclose to Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/tender document for the procurement of the goods and services that are the subject matter of the bid.

SECTION 7

SCOPE OF WORK

BRIHANMUMBAI MUNICIPAL CORPORATION

SOLID WASTE MANAGEMENT – PROJECT

Subject: “Bioremediation of 185 Lakh Tons of Legacy Waste with Disposal of Excavated/ Processed/ Segregated material & Reclamation of total 110 Ha of Land at Deonar dumpsite”

Scope of Work

1. Introduction

This project focuses on the scientific remediation and reclamation of the Deonar Dumpsite to facilitate future urban development. The site, encompassing 300 acres, has accumulated approximately 18.5 million metric tons of legacy waste. The primary objective is to process and dispose of this waste scientifically, ensuring environmental sustainability and adherence to all relevant regulatory standards. The contract shall be awarded to the successful bidder (“the Bidder”) for period of 3 years including monsoon & mobilization of equipments etc. from the date of issue of Letter of Acceptance or work order.

2. Scope of Work

The selected contractor will be responsible for the following key activities:

2.1. Pre-Execution Activities

- Conduct comprehensive topographical surveys, satellite surveys, and baseline environmental studies prior to commencing any site activities at own cost.
- Obtain all necessary regulatory approvals, including but not limited to:
 - Environmental Clearance (EC)
 - Maharashtra Pollution Control Board (MPCB) - Consent to Establish (CTE) and Consent to Operate (CTO)
 - Coastal Regulation Zone (CRZ) clearance for activities near the creek
 - Ensure compliance with the Solid Waste Management Rules, 2016, and all other applicable regulations.
- Mobilize all required equipment and workforce to the site.

2.2. Legacy Waste Processing & Biomining

- **Excavation & Segregation:**
 - Mechanized excavation of legacy waste heaps (up to 40 meters high).

- Segregation of waste into Refuse-Derived Fuel (RDF), soil fraction, recyclables, and inerts.
- Utilize trommel screens (with a capacity of 1000 Tons Per Day or as required), air density separators, and magnetic separators for material sorting.
- **Biomining & Processing:**
 - Introduce bio-culture for bioremediation to accelerate the decomposition of organic waste.
 - Sieving and segregation of waste using trommel screens, shredders, and balers.
 - Conduct thorough testing of output materials to ensure environmental compliance.
- **Utilization & Disposal of Recovered Fractions:**
 - Transport Refuse-Derived Fuel (RDF) to cement factories or Waste-to-Energy plants. The contractor is responsible for identifying disposal locations at their own risk and cost.
 - Dispose of soil and inert fractions for site leveling or filling in low-lying areas, in accordance with approved environmental laws. The contractor is responsible for identifying disposal locations at their own risk and cost. Transportation of inerts/soil fraction outside the site will involve a combination of road and creek transport.
 - Send recyclables (metals, plastics) to authorized recycling units.

2.3. Environmental Protection Measures

- **Leachate Management:**
 - Implement effective leachate collection, treatment, and recirculation systems.
 - Establish lined leachate ponds and aeration systems.
- **Dust & Odor Control:**
 - Deploy water sprinklers, fogging machines, and deodorization systems.
 - Utilize chemical dust suppressants and cover stockpiles.
- **Fire Safety & Emergency Response:**
 - Deploy firefighting units at multiple locations.
 - Establish a fire detection and suppression system.

2.4. Infrastructure Development:

- Construct internal roads (6 meters wide asphalt roads) for vehicle movement.
- Establish a temporary site office, weighbridges, storage sheds, and workforce accommodations.
- Implement perimeter fencing and security measures to prevent unauthorized access.

2.5. Monitoring & Reporting:

- Install surveillance cameras and GPS tracking for waste movement.
- Deploy a real-time monitoring system for air quality, noise levels, and groundwater contamination.
- Provide monthly reports on project progress, compliance status, and key challenges to the client.

3. Contract Duration & Execution Timeline:

- Total contract period: 3 years include monsoon & mobilization period
- The contractor must process at least 25,000 metric tons of waste per day to meet project deadlines.

4. Equipment & Manpower Requirements (*Indicative and may vary as per site requirement*):

Excavation & Loading:

- 130-140 Crawler / Hydraulic Excavators

Waste Processing:

- 35-40 Trommel Screens (1000 Tons Per Day each)
- 15-20 Magnetic Separators
- 15-20 Air Density Separators
- 10-12 Shredders (20-40 Tons Per Hour)
- 10-12 Bailing Machines

Support Services:

- 6-8 Water Sprinklers
- 6-8 Firefighting Units
- 4-6 Weighbridges (60T Capacity)
- Covered dumpers and barges as required, approx. 1000-1100 tipper trucks.

5. Compliance & Performance Standards:

- The contractor must adhere to all regulatory and environmental norms as per:
 - **Solid Waste Management Rules, 2016**
 - **Central Pollution Control Board (CPCB) Guidelines**
 - **Coastal Regulation Zone (CRZ) Notification**
- The project shall be executed using scientific methods, minimizing environmental hazards such as methane emissions, groundwater contamination, and air pollution.

Timeline for execution and work completion:

S.No.	Description of Activity	Duration for Completion of Activity (in Days)
1	Issue of Letter of Acceptance (LOA) cum work order from Employer	Start day
2	Acceptance of LOA cum work order from agency	Within two (2) days from the date of issue of LOA cum work order
3	Mobilization of the machinery and Manpower/ start of work/ deployment of vehicles	Within fifteen (15) days from the date of receipt of LOA cum work order to the Agency.
4	Erection & commissioning of plant & machinery and necessary clearance	Within sixty (60) Days from the date of receipt of LOA cum work order to the Agency. *COD shall be declared.
5	Completion of 15 lakh MT Quantity	End of 180 days from COD
6	Completion of 52 lakh MT Quantity	End of 360 days from COD
7	Completion of 86 lakh MT Quantity	End of 540 days from COD
8	Completion of 119 lakh MT Quantity	End of 720 days from COD
9	Completion of 152 lakh MT Quantity	End of 900 days from COD
10	Completion of 185 lakh MT Quantity	End of 1080 days from COD

The Contractor needs to excavate and processed 185 Lakh MT of legacy waste from Deonar Dumping Ground as the area earmarked by BMC and dispose the excavated material, without stacking them at site. The brief site detail is mentioned in Annexure-F.

**** COD shall be declared only in case the Contractor has secured all pre-requisites statutory & regulatory clearances from concerned authority as per Section-7, Clause 2.1.***

Manpower deployment:

Provide additional manpower for implementation of the project as per schedule.

Note: The Municipal Commissioner reserves the right to terminate the contract after giving 30 days notice without assigning any reason whatsoever for which, no claim will be considered on account of termination. For which, it is mandatory for the bidders to submit undertaking on Rs 500/- Stamp paper.

SECTION 8

BILL OF QUANTITIES

BRIHANMUMBAI MUNICIPAL CORPORATION

SCHEDULE (BILL) OF QUANTITIES AND RATES

Subject: “Bioremediation of 185 Lakh Tons of Legacy Waste with Disposal of Excavated/ Processed/ Segregated material & Reclamation of total 110 Ha of Land at Deonar dumpsite”

Sr. No.	Description	Qty (MT)	Unit	Rate (Rs.)
1	Bioremediation of 185 Lakhs MT of Legacy Waste with Disposal of Excavated/ Processed/ Segregated material & Reclamation of total 110 Ha of Land at Deonar”	185,00,000/- (One Crore and Eighty Five lakhs) MT	MT	Rate should be quoted online in the Financial Packet . _____ per MT

(Total in words: Rupees -----Only)

Note –

- 1. Tenderer shall quote inclusive of all taxes other than G.S.T. (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.**

SECTION 9

**General Conditions of
Contract**

General Conditions of Contract

A. General

1. Definitions

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

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

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

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

The “Contractor” shall mean the individual or firm or company or JV firms whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company.

The Contractor's Bid is the completed bidding document submitted by the Bidder 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 there-from as may be made under the provisions hereinafter contained.

Note: The contract sum shall include the following –

- In the case of item rate contracts, the cost of the work arrived at after finalization of the quantities shown in schedule of items / quantities by the item rates quoted by the tenderer for various items and summation of the extended cost of each item.
- In case of lump sum contract, the sum for which tender is accepted.
- Special discount / rebate / 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. 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 Brihanmumbai Municipal Corporation / Municipal Commissioner for Brihanmumbai, for the time being holding the said office and also his successors and shall also include all “Additional Municipal Commissioners, Director (Engineering Services & Projects)” and the Deputy Municipal Commissioner, to whom the powers of Municipal Commissioner, have been deputed under Section 56 and 56B of the Mumbai Municipal Corporation Act.

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

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

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

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

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

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the 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 It is the date when the Contractor shall commence execution 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 carry out the work as per specifications.

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

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

Subletting is not allowed.

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 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.
- 8.4. 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

The contractor has to provide all relevant insurances for the machinery & his staff as per the governing laws. All expenses towards this shall be borne only by the contractor. BMC shall be indemnified & absolved arising out of any issues & claims etc. out of this.

12.1 Contractor shall take necessary insurance policy, policies so as to provide adequate insurance cover for execution of the awarded contract work from the Director of Insurance Maharashtra State Mumbai only. Its postal address for correspondences 264 MAHADA, Opp. Kalanagar Bandra (E) Mumbai-400051 (Tel No. 6438403) (Fax No. 6438690) Insurance policy / policies taken out from any other company will not be accepted. The Contractor should produce the documents of insurance done before payment of bill. If the contractor fails to produce the documents of insurance then one percent of the contract amount will be recovered from the contractor's bill and remitted towards insurance premium.

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

The Engineer will clarify queries on the Contract Data.

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

15.1. The Contractor shall carry out the Works in accordance with the Specifications and Drawings and as per instructions of the Engineer.

15.2. The Contractor shall carry out the works with maximum 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 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 to be completed by the Intended Completion Date

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

17. Safety

17.1. 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, during execution of works, clear of unnecessary obstruction so as to avoid danger to the persons. The contractor shall provide all safety gear to his employees.

17.2. First Aid Facilities:-

- i. At every work place successful bidder shall provide and maintain first aid box of adequate capacity and it should be easily accessible during working hours.
- 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.

18. Instructions

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

18.2. 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.

18.3. 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 give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and 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.

The time for completion of the Works, shall be in event 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

19. Delays Ordered by the Engineer

- 19.1. 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.

20. Management Meetings

- 20.1. 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.
- 20.2. 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

21. Identifying Defects

- 21.1. 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 test any work that the Engineer considers may have a Defect.
- 21.2. 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.

22. Correction of Defects

- 22.1. The Engineer shall give notice to the Contractor of any Defects with respect to the equipment/vehicle/work during the contract period.
- 22.2. 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.
- 22.3. 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.

23. Uncorrected Defects and Deficiencies

If the Contractor has not corrected a Defect under clause and deficiencies in works, 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

24. 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 Programs produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

25. Payments for Variations

- 25.1. Even if rates for Variation items are not specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.
- 25.2. The rate for Extra/Excess shall be governed by clause 10.A of Standard General Condition of Contract.

26. Payment Certificates

The payment to the Contractor will be as follows:

- a. A bill shall be submitted by the Contractor monthly 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 30 days from the presentation of the bill.
- b. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.

- c. The value of work executed shall be determined, based on VTMS & such IT related systems developed by the BMC.
- 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.

27. Payments

27.1. Payment disbursement/milestones for delivering each part of the scope of work will be as per following mechanism:

A. Bioremediation of 185 Lakhs Tons Legacy waste and suitable disposal of excavated material.

Payment for the work shall be calculated by the Authority based on the following formula:

$$\text{Payment calculation for Work (P)} = (W \times R)$$

Where,

W= Arithmetic sum of weight of all material in tons, moving out from the dumpsite based on weighbridge slip (i.e. RDF, Soil enricher, Recyclables, C&D waste, Inert material, etc.)

R = Rate per ton.

The Bidder shall submit to the Authority a statement ("the Running Bill") on completion of every month, but in no case late than 7th (Seventh) day of the succeeding month or in case the 7th (Seventh) day is a holiday then on the following working day of such month. The statement should include the following details:

- i. Quantity of Work Completed (in terms of material sent out from the dumpsite, based on weighbridge slip) at site including photographic evidence of the same.
- ii. Certificate from the Engineer-in-Charge certifying the work done and milestone achieved, as per the work plan.
- iii. The documents furnishing the proof of disposal/ utilization (with date, quantity, other details) at the suitable location for the end product (inert, combustible, others if any). Utilisation certificate of disposed material

must be furnished. Please refer to the “**Scope of work, Part-A, Clause-1, "Sub Clause (xix)"** for requirement of documents.

iv. All disposal vehicles must be GPS enabled.

The Bidder shall also submit quarterly report on topographical survey, stating the total quantum of the waste at the beginning, waste removed from the site and the remaining volume of the waste.

The payments shall be released on monthly basis, subject to the compliances of all the clauses mentioned above and in the scope of work, as per following schedule:

1. An amount of 75% of billed value shall be paid within 30 days of the bill submission by the Contractor/agency.
2. An amount of 25% of remaining billed value shall be paid within 30 days of submission of documentary proof/evidence, as per clause (ii) mentioned above.

Note: All the payments shall be made after deduction of penalties/fine (if any), utility charges such as electricity bills, etc., or and any other deduction, as applicable.

- 27.2. Payments shall be adjusted for deductions for advance payments, retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 15 days of the date of each certificate.
- 27.3. 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.
- 27.4. 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.

- 28.** 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.

29. Tax

Tenderer shall quote inclusive of all taxes other than G.S.T. (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 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.

30. Currencies

All payments will be made in Indian Rupees.

31. 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.

E. Finishing the Contract

32. Completion of Work:-

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

33. Final Account

Contractors should submit the final bill within 1 month of physical completion of the work. 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.

34. Operating and Maintenance Manuals

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

35. Termination

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

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

- a. The Contractor stops work 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. Any other fundamental breaches as specified in the Contract Data.

- i. If the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.
- 35.3. 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.
- 35.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.

36. Payment upon Termination

- 36.1. 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.
- 36.2. 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.

37. 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.

F. Other Conditions of Contract

- 38. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements at his own cost for the engagement of all staff and employees, local or other, and for their payment.

39. Compliance with Labour Regulations

- a) During continuance of the Contract, the Contractor 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 contract deposit in the form of BG. 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 in no case shall be treated as the employees of the BMC at any point of time.**

40. Drawings and Photographs of the Works

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 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.

41. 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.

42. 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.

43. 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.

44. Acknowledgment by Applicant

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

- 44.1. Made a complete and careful examination of the tender;
- 44.2. Received all relevant information requested from the Authority;

44.3. 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

44.4. 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.

45. Right to reject any or all Applications/ Bids

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

46. 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.

47. 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.

48. 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.

G. Preparation and Submission of Application**49. 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.

50. 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.

51. Marking of Applications

The Applicant shall submit the Application in the format specified, 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.

52. 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.

53. 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.

54. 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.

55. 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 work (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials/equipment/vehicles necessary for the completion of the works and means of access to the site, and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the climatic conditions.
2. 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.
3. **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
 - 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 costing shall be got approved by the competent authority as governed vide rules prevailing with authority.

56. 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.

57. 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.

58. 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 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.

59. Payments, Tax and Claims:

a. The limit for unforeseen claims:-

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

b. No interest for delayed payments due to disputes, etc:

It is agreed that the Brihanmumbai Municipal Corporation 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 Brihanmumbai Municipal Corporation 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.

60. Settlement of Disputes:

a. Termination of contract for death:-

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

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

b. 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 & after 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.

61. Arbitration and Jurisdiction:

If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then

and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expirations of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

I) In case of the 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 sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by said arbitral tribunal. The decision of the arbitral tribunal shall be given in writing (with reasons) and which will be final & binding upon the parties hereto & the expenses of the arbitration shall be paid as may be determined by the arbitral tribunal. The seat of the arbitration shall be Mumbai. The venue of arbitration shall be 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 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 Arbitration Rules of 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 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 Arbitration Rules of 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 in Indian Law.

62. Receipts to be signed in firm's name by any one of the partners:

Every receipt for money which may become payable or for any security which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be

deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the Contractors and of the legal representatives of any deceased Contractors interest.

63. 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.

64. 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.

65. Payment:

- i. 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 payment for all the work executed, after deducting there from the amount already paid, and such other amounts as may be deductible or recoverable in terms of the contract.
- iii. The contractor shall submit all bills on the printed forms at the office of Dy.Ch.E.(SWM)Project. The charges to be made in the bills shall always be entered at the rates specified in tender.

66. JOINT VENTURE:-

~~In case if Joint Venture is allowed in this tender, the guideline 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 AMG~~
- ~~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 get 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 award- ed, 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 no execution of the contract or part there- of.~~
 - ~~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.~~

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

~~e. 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.), at least 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.

67. 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 penalization 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.

68. INTERNAL GRIEVANCE REDRESSAL MECHANISM

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

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

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

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

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

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

1st Appeal by the bidder against the decision of C.E./HoD/Dean can be made to concerned D.M.C/Director who should decide appeal in 7 days. If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C. for decision.

Grievance Redressal Committee (GRC) is headed by Concerned D.M.C/Director of particular department for the first appeal / Grievances by the bidder against the decision for

responsiveness / Non-Responsiveness In Packet 'A', Packet 'B' or Financial Packet and if not satisfied, Concerned A.M.C. will take decision as per second appeal made by the bidder.

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

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

- i) Determination of need of procurement
- ii) The decision of whether or not to enter into negotiations.
- iii) Cancellation of a procurement process for certain reasons. On receipt of recommendation of the Committee, It will be communicate his decision thereon to the Applicant and to the Committee within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

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

69. Contractors remain liable to pay compensation:

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

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

The Contractor shall supply at his own cost all material, plant, tools, appliances, implements, equipments, vehicles 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 provide all necessary measures & precautions to protect the public from accident and shall also be bound to bear the expenses of defense 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.

71. Prevention of Fire:

The contractor shall not set fire to any standing jungle, trees, brushwood or grass or waste.

72. Compensation for all damages done intentionally or unintentionally by contractor 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.

73. 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.

74. Action where no specifications:

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.

75. 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.

76. Anti-malaria and other health measures:

Anti-Malaria and other health measures shall be taken as directed by the Executive Health Officer of BMC. Contractor shall see that mosquito genic 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

Specifications

The key roles and responsibilities of the Successful Bidder for execution of above-mentioned scope of work shall be, but not limited to, undertake following activities:

1. Bioremediation of Legacy Waste and disposal of excavated material:

- 1) The Bidder needs to dispose monthly processed legacy waste from the dumpsite at Deonar within one (1) month.
- 2) In total, the Deonar dumpsite holds approximately 185 Lakhs Tons of legacy waste in approximately 120 Ha of land area. The area for the excavation shall be earmarked by Authority in consultation with the successful Bidder, which shall be considered as area for the scope of work.
- 3) The Bidder should use suitable methods and processes to excavate the legacy waste and segregate the waste into as many kinds and categories as possible, like RDF, soil enricher, C&D fraction, recyclables, inert material, etc.
- 4) The Bidder needs to deploy necessary manpower, materials, equipment, tools and construction of plants and monsoon sheds and creation of facilities for handling, separating, segregating, storing and weighing facilities for the operation of the plant and using only covered body vehicles for the transportation of materials taken out, not limited to:
 - a. Installation of trommel or automated segregation machines of required sieve sizes with necessary shredder, Air density separator, Vibro/power - screener, hopper, conveyors, or any other required machinery with adequate capacity of motors and pulleys.
 - b. Spraying the bio-culture over the loosened partially degraded legacy waste and windrow making of partially degraded wastes for stabilization.
 - c. Spraying deodorizer over the waste as required to control odour.
 - d. Shifting and loading of the legacy waste into the hopper and segregating the materials size wise and type wise by engaging the manpower on both sides of conveyors with proper safety precautions.
 - e. Processing the legacy waste on everyday basis and segregating the recyclables material and the enriched soil, debris like stone etc. Shredding of the remaining non saleable RDF material with plastic

etc., which has the calorific value of at least to 1500 kcal/kg and converting them into RDF.

- f. The material collected shall be disposed of by engaging suitable vehicles as per guidelines on the subject.
 - g. Stacking of processed RDF, recyclable, soil enricher and inserts at site is not allowed.
 - h. Other wastes like Hazardous Waste, E-Waste; Bio-medical Waste (if any these is present in the MSW) and Construction & Demolition Waste shall be managed by the Bidder as per the guidelines in close coordination with Independent Engineer and Authority, under the relevant rules & regulations as amended from time to time.
 - i. Monitoring and recording all the activities to account for the quantity and quality of recovered materials.
 - j. Ensure proper safety measures for the workers involved in the day-to-day operations for the execution of legacy waste project.
 - k. All the workers involved should be cover under ESIC, Health check-ups and other beneficiary schemes as applicable from time to time.
- 5)** Bidder should provide sufficient machineries / equipment to clear the dumpsite as per the timelines mentioned in this tender document and proposed by the Bidder in its Work Plan.
- 6)** All the activities for dumpsite-mining shall be in complete adherence to the rules and regulation mentioned in SWM Rules 2016, CPCB Guidelines on Legacy Waste - 2019, directions from Hon'ble NGT and Maharashtra Pollution Control Board and all other applicable rules and regulations.
- 7)** The Bidder shall carry out Total Station Survey (TSS) of complete project site, including area earmarked in which dumpsite mining is to be done. The survey shall be done at the time of possession of the site as well as at every three months of interval, till the end of the bio-mining works. The output of the survey shall be shared with the Authority and volume of reclaimed portion or waste reduction shall be clearly presented in the drawing.
- 8)** Anything of historical, anthropological, geological, or other interest or of significant value unexpectedly discovered on the Site is the property of

Authority. The Bidder is to notify the Authority of such discoveries and carry out the Authority's instructions for dealing with them.

- 9)** The Bidder shall allow the any person authorized by the Authority to access the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.
- 10)** In case the Bidder is required to set up ancillary facilities at site like Fuel storage, DG set etc., the necessary permissions required are to be obtained by the Bidder at his cost. All handling of explosives, including storage, transport shall be carried out under the rules approved by the “Explosives Department of the Government”.
- 11)** The Bidder shall ensure that material which is to be transported for sale or disposal after scientific processing is not dumped at Authority Dumping Ground. The Bidder shall have to make necessary arrangement like fencing, or any other suitable arrangement as directed by Authority authorities to prevent such events.
- 12)** The Bidder shall channelize of the recovered/excavated material from the legacy waste to the identified vendors/parties and disposal of inerts /rejects as per CPCB Guidelines. Assistance in channelization of the excavated material may be provided by the Authority, in line with the clause no. 3 of Part-C of Scope of Work. However, this shall not be considered as an obligation of the Authority and disposal of recovered/excavated material shall remain the prime responsibility of Bidder only.
- 13)** Responsibility of Packing, storing, stacking, selling, diverting for recycling, marketing, and recycling of all useful material within 1 months of segregation, at own cost, shall be the responsibility if the Bidder.
- 14)** The revenue or the income from the sale of the segregated useful material such as reusable and recyclable, Compost, Soil conditioner, raw RDF, C&D, Soil or any other by- product materials shall go to the Bidders account, if the Bidder will arrange the disposal at its own. However, in case of any assistance provided by Authority in channelization of the excavated material to external agencies, in line with the clause no. 3 of Part- of Scope of Work, the revenue shall go to the Authority.

- 15) In case of disposal of any inert/reject fraction in low-lying area, the Bidder, at its own cost, will conduct a lab testing of such materials from an NABL accredited lab to check its TCLP characteristics or any other parameters as recommended by the Engineer-in-charge or applicable rules/guidelines. The Bidder shall submit the report of the same to the Authority.
- 16) The Bidder shall be responsible for the payment towards fleet management in order to dispose the material recovered from the legacy waste.
- 17) The Bidder shall ensure to maximize the recovery of products such as RDF, C&D fraction, compost/soil enricher, etc. and minimize the inerts/rejects from the waste.
- 18) The Bidder shall submit necessary supporting documents, in order to ensure the safe disposal of the excavated material, to the Corporation on quarterly basis. This may include, but not limited to the following:
- a. Combustible Fraction/RDF: Co-processing certificate from the industry/organization on their letterhead, where such fractions will be channelized, to be obtained for the quantity of RDF they have used for co-processing. The Certificates must have unique Reference Numbers and contact numbers of person/s to whom the client can talk for verification of its originality. The certificates should also mention their GST Number and full address. A copy of NOC taken by the industry/organization from the State Pollution Control Board may also be obtained.
- In all the cases, weigh bridge slips may be kept in original for verification throughout the contract period.
- b. Recyclables: Proper certificates/documents for the channelization of the recyclables to the recyclers has to be obtained. The certificates must be on their letterhead, mentioning their GST Number, and full address with contact number. A copy of registration taken by the recyclers from the respective ULB/MPCB may be obtained to ensure that they are genuine recyclers. Copy of past record of 3 years operations may also be collected from the recycler, such as ITR, production details, sales record, etc.

In case of supplying to the traders, the following documents may be obtained:

- Any internal document from the company registering the sale like Invoice/ Delivery Challan which essentially mentions the name of the commodity, quantity, date etc.
- A photograph of the material loaded over the vehicle clearly showing the vehicle and it has to match the Vehicle number mentioned in the Invoice. The photograph taken must have the date marked on the same.

In all the cases, weigh bridge slips may be kept in original for verification throughout the contract period

c. Soil Enricher: The Soil Enricher may be used for the following applications, like Agro forestry, Afforestation, Parks or any other application barring non-food-based crops. In case the land for the disposal belongs to the government departments (like NHAI, Forest department, Public Works Department, Municipal Corporation, etc.) then the contractor shall produce:

- An acceptance letter from the department on the quantity in truck loads/ Metric tons clearly mentioning the application for which it is used.
- A before and after picture of the site where the same has been used may be obtained by the contractor with the dates marked on the same.

In case the land belongs to a private person/company, then:

- The contractor needs to sign a NOC with the landowner that he understands the soil has to be used for the specific purpose.
- Contactor also has to obtain some proof showing that the land belongs to the said landlord or the person to whom the same is supplied has an understanding the original landlord for using the material for the specific purpose.

- A before and after picture of the site where the same has been used may be obtained by the contractor with the dates marked on the same.
- d. Inert Soil/ C&D material: The inert stones/Ceramics/glass generated from the process need to be used for Filling up low lying areas, mining quarries. In case the low-lying areas where the stones are being filled up belongs to the government departments then the contractor need to produce:
- An acceptance letter from the department may be obtained on the quantity in truck loads/ Metric Tons clearly mentioning the application for which it is used.
 - A before and after picture of the site where the same has been used may be obtained by the contractor with the dates marked on the same.

In case the land belongs to a private person/company, then:

- The contractor need to sign a NOC with the landowner that he understands the stones has to be used for the specific purpose.
- Contactor also has to obtain some proof showing that the land belongs to the said landlord or the person to whom the same is supplied has an understanding the original landlord for using the material for the specific purpose.
- Contractor also has to obtain a letter mentioning the number of truck loads/Metric Tons that has been dumped in the said site once the site is completely filled up.
- A before and after picture of the site where the same has been used may be obtained by the contractor with the dates marked on the same.

In case the Contractor plans to supplying such fraction to the C&D processing facilities for further applications of reuse and recycling, then utilization certificate on the quantities taken on quarterly basis needs to be produced as supporting document.

19) The Bidder shall allocate 1 number of vehicle to Brihanmumbai Municipal Corporation for facilitating the site inspections by Brihanmumbai

Municipal officials. Vehicles so allocated by the Bidder should include following types:

- a. 4-wheel drive, 5-seater capacity – 01 number.

20) The Bidder need to ensure following points in the scope of work.

- a. Daily washing of the vehicles used for the transportation/disposal of excavated and segregated material.
- b. Adequate illumination at site by setting up lightning system to facilitate working at night hours.
- c. Adequate number of smog machines to ensure dust suppression in compliance with the regulatory bodies.
- d. The cost of any damage to Municipal property, injury or death caused during operation of Bio mining works or any claim arising out of it, shall be recovered from the contractor through their bills.
- e. BMC will not be responsible for any damages, injury or any accident occurred while carrying out the work. The contractor shall be solely responsible for the same and BMC will not give any compensation for any claim arising out of such incidents.
- f. Any untoward incident / mishap towards execution of this work will be on account of the contractor and BMC will not be responsible at all.
- g. The contractor shall make their own arrangement for security and safety of their Bio mining works and other belonging during its contract period at their cost.
- h. The Municipal Commissioner reserves the right to terminate the contract after giving 30 to 60 days notice without assigning any reason whatsoever for which, no claim will be considered on account of termination. It is mandatory for the bidders to submit the undertaking on Rs 500/- Stamp paper that the contractor shall not be entitled for any compensation/ claim from BMC whatsoever.
- i. The contractor shall have to comply with the requirement of Minimum Wages Act, Contract Labor Act or any other enactment of the State and Central Government such as Child Labor Act in force. In case of any complaint or litigation, the contractor shall be

fully responsible and accountable for such issues related with manpower.

- j. Tolls charges are inclusive in the Rates. Hence, the contractor shall be solely responsible for the same and BMC will not give any compensation in case of increasing Toll charges during contract period.

21) The successful contractor has to obtain all required permissions / NOCs (For entire project activities including activities at disposal sites from various authorities like State Level Environment Impact Assessment Authority (SEIAA), Maharashtra Pollution Control Board (MPCB), Maharashtra Coastal Zone Management Authority (MCZMA), Ministry of Environment & Forest and Climate Change (MoEF&CC), clearance of land owner for disposal and any such requisite regulatory / statutory permissions etc. BMC may assist the Successful Contractor in obtaining these permissions.

List of clearances required for the project may be as below ,but not limited to:-

Sr.	Clearance	Authority
a.	Environmental Clearance/EIA for the project	MoEF/MCZMA/SEIAA
b.	Authorization under SWM Rules 2016	MPCB
c.	Consent to establish/Consent to operate	MPCB
d.	CRZ clearance/EIA	MoEF/MCZMA
e.	Any other clearance	Competent Authority

22) Weighment & Vehicle Tracking System:-

I. Weighbridge :-

The successful contractor has to set up two weighbridges (of make approved by Engineer) of required capacity for measurement of excavated material to be processed and for outgoing material after processing. One weighbridge will be used for weighment of incoming waste to the processing plant and other weigh bridge for weighment of outgoing material from the processing plant.

II. Weighment system

BMC has its own Weighbridge Management System (WMS). The successful contractor has to integrate with WMS. All the records shall be

maintained via BMC's WMS system only. Any charges incurred towards the integration will be borne by the

III. CCTV surveillances

- a. The successful contractor will install CCTV surveillance with data storage of entire contract period. For CCTV surveillance High Definition IP based cameras in adequate numbers (as directed by the Engineer) shall be provided by the contractor with following specifications, but not limited to, Speed-30 fps, Resolution-Full HD, Infrared-supported, Automatic number plate recognition. These IP cameras should capture static images of the vehicles clearly showing vehicle numbers.
- b. CCTV Recordings of operation of weighment system shall be provided as and when required by BMC officials and competent authorities.
- Vehicle Tracking System (VTS): -
 - a. All the vehicles used for transportation of bio mined waste/ RDF will comply with prevailing RTO norms in Maharashtra and India. Also, these vehicles shall be equipped with Radio Frequency Identification (RFID). If there is any change in norms/ Guidelines issued by competent authorities, the contractor will adhere to the same at his own cost. No claim what so ever in this context will be entertained by BMC.
 - b. Online Vehicles Tracking System will be provided by the contractor for all the vehicles deployed for transportation & disposal of excavated material from the plant. The real time data shall be connected to BMC server with adequate data storage capacity of 6 months for live data and backup data of entire contract period.
 - c. Connectivity requirements for data of Weighment system, VTS system are as below: -
 - VTS application, database ,other software licenses, server with adequate capacity and required configuration shall be provided by contractor. The server facilities like server room, rack, power supply, UPS & air conditioning will be provided by contractor. It will be hosted at Deonar site and location of which will be notified by BMC.
 - Server should have back up storage of all the data of weighment

system , VTS and all other required data.

- All the facilities i.e. weighment system application, VTS application, database, other software licenses, server facilities shall be property of BMC after end of contract period.
- Administrative privileges of the server related to all data of weighment system, CCTV and VTS shall be with BMC.
- Any technical errors/malfunctioning of server data shall be rectified by the contractor at his own cost.
- BMC may audit any of the software used for the project at any time during the contract period.

23) Successful contractor has to provide CCTV surveillance covering the entire area of the Biomining Site at Deonar Dumping Ground. Adequate numbers of CCTV surveillance High-Definition IP based cameras have to be installed at site.

24) The contractor has to ensure power back up for the smooth operation of weighbridge, critical electrical system, security & surveillance system and for all other required equipment's/systems etc.

25) Emergency Response Plan:

- i. The Emergency Response Plan ("ERP") shall be developed by the contractor. This shall be a part of the Operations Protocol developed by the contractor. The ERP shall set out steps to be taken and measures to be adopted by the Contractor in responding to dealing with Emergency including those situations related to personal injuries or fatalities, property damage and force majeure as follows:
- ii. In the event of an Emergency, the Contractor shall immediately carry out an inspection of the area affected by the Emergency. Where Emergency has necessitated closure of the Waste processing facility or part thereof, the Contractor shall promptly carry out any repair works necessary to restore the waste processing facilities to safe condition and in any event shall carry out such works before the affected area of the project facilities is re-opened to for normal operations.
- iii. The Contractor shall ensure that sufficient staff, plant, equipment and materials, including without limitation medical assistance are available to respond to Emergency within reasonable period at all times during the Operations Period.

26) Environmental, Health & Safety measures:

- i. The contractor should use methods and processes to control foul odor and other such eco-friendly and non-polluting processes for minimizing the impact of the bio-mining activity in the

adjacent areas of the dumpsite.

ii. While carting out the waste excavation, the Contractor shall ensure the safety in terms of required slope during the waste cutting operations through JCB, Forklane, etc.

iii. Create all facilities and decide for controlling the emission, pollution and contamination of the environment including but not limited to control of dust, particulate matter, odour, air quality, water quality and noise pollution.

iv. The Contractor shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.

v. The Contractor shall carry out the necessary testing of the Legacy waste, in terms of TCLP Tests, Elemental Analysis (Heavy Metals), etc. at regular basis (monthly interval) to ascertain the contamination in the waste, if any.

vi. The Contractor shall set up an Environmental laboratory for testing of material to be disposed off. The lab shall also carry out regular testing of treated leachate, if any.

vii. The contractor has to follow the Environmental Standards and Guidelines as mentioned below:

a) Air Quality Monitoring : As per Solid Waste Management Rules 2016(SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.

b) Noise Monitoring – As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.

c) Leachate Treatment – As per Solid Waste Management Rules 2016 (SWMRules2016)or amendments thereafter with respect to baseline site parameters.

d) Odour Monitoring–As per CPCB guidelines‘ Odour Pollution & Its Control May 2008’ or amendments thereafter with respect to baseline site parameters.

e) Water Quality Monitoring - As per Solid Waste Management Rules 2016(SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.

viii. The Contractor has to make all the necessary arrangement to monitor and comply all environmental standards.

ix. The Contractor shall also carry out checks of water quality monitoring before commencement of any disposal site and during the disposal quarterly or till exhaust of disposal site whichever is earlier and submit the report to the Authority from time to time.

x. It is the sole responsibility of the Contractor to abate the odor and fire nuisance on site. The Contractor has to use enzyme/herbal based products which shall help to abate the odor and fly's nuisance. Necessary fire fighting vehicles shall be arranged to abate the fire nuisance.

xi. Necessary safety gears shall be provided by the Contractor to all staff working as per the good industry practice.

- xii.** The aspects relating to employee and worker safety, control mechanisms of litter, pest, fire, surface runoffs etc., needs to be followed.
- xiii.** It is expected that e-waste, hazardous waste and recyclables such as the plastic, glass, metal, etc. does not any way form the part of inert waste, and shall be addressed as per the prevailing rules (MSW Rules 2016, CPCB guideline and relevant other statutory norm).
- xiv.** Taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/ Permits

27) Special Conditions: -

- i.** There will be no lease of land to the contractor. He will only set up the plant on BMC's land for scientifically ~~treating~~/processing the legacy waste without any interest in land whatsoever. However, BMC will provide necessary assistance to lenders/bankers/financial institutions funding the project in terms of granting right to entry if there is a need. Such right of entry however will be restricted to the plant and machinery set up by the contractor and will under no circumstances be extended to the land. As specified above, there will be no lease of land to the contractor and hence the question of creation of encumbrances on the land does not arise. Format of comfort letter to lenders / bankers / financial institutions is attached at Proforma-J.
- ii.** The bidders should familiarize themselves with the site conditions and also carry out necessary site visits, surveys, studies / testing, analysis of the existing MSW with due diligence at their own cost prior to the bidding. Bidders will be allowed to take bores at site to ascertain density at different levels and to carry out analysis of strata. All the data/information/maps provided in the tender are indicative only. Contractor shall not bring any dispute regarding any data provided in the tender, variation in quantity and characteristics of MSW as he is expected to do his own studies.
- iii.** All documents & technical proposal submitted shall be part of contract. The same plans shall be adhered for implementation. No change in the plan is allowed without the approval of BMC.
- iv.** All the plant design, equipments submitted in technical proposal should be reflected in the financial proposal. If any discrepancy is observed in the financial proposal with rate analysis and is not justified satisfactorily by the bidder, the bid maybe rejected.
- v.** BMC shall be absolved from any litigation which will arise subsequently due to

violation of the contract and any applicable norms/rules.

- vi. The contractor has to follow in principle the method for Dumpsite Reclamation as per GoI, Ministry of Urban Development (Agreement D), CPHEEO, SBM MSW Management Manual
- vii. Contractor will process legacy waste only and co-processing will be not allowed.

28) Water and Electricity: -

Arrangement of water and electricity required for the project will be the responsibility of the contractor. Necessary assistance may be provided by the BMC.

29) Contract Period: - 3 years

30) Mobilization advance: - No advance provided

31) Terms of Payment: -

- i. Payment will be made on monthly basis, based on the weightage of outgoing bio mined material from Deonar Site. The contractor will submit monthly progress report (including total manpower deployed, no of equipment's, total bio-mined quantity and their disposal and next month's plan for bio-mining & disposal and other factors) along with Invoice. Payment will be released after ensuring that waste is processed as per the applicable rules in force and removed from the site for further disposal. If any malpractice is observed in this, penalty as mentioned shall be imposed. If malpractice observed second time, Municipal Commissioner may even cancel the contract & initiate legal action against the contractor which may also include blacklisting.

It is mandatory that 80% of material bio mined and processing (including SCF/RDF, soil like fraction, inert) must be disposed on Monthly basis. If at the end of any such quarter, if the entire quarterly generated bio-mined material is not disposed of penalty will be levied.

ii. Bill submission:

As per circular no CA/FRD/I/06 dtd 02.05.2012, the contractor has to submit the bill for the work carried out within 15 days and the same will be paid within 30 days from the receipt after satisfactory completion of works and due certification of the same by BMC officials. If these contractual agencies fail to submit their bills to concerned executing department for

the completed work/running bill within 15 days, penalty or action as shown below will be taken for each delayed bill:

1	After 15 days from the date of completion/ running bill up to certain date, up to next 15 days i.e. up to 30 days.	Equal to 5% of bill amount
2	Next 15 days up to 45 days from the date of Completion/running bill up to Specified date.	Equal to 10% of bill amount
3	If not submitted within 45 Days from the date of Completion/R.A. bill	Bill will not be admitted for Payment.

iii. **Retention from monthly bill:** 5% of the amount from each monthly bill will be retained till the completion of the contract. The retention money shall be refunded to the contractor only after finalization of final bill, settlement of accounts of work by the contractor in all respects or after completion of the contract whichever is later

32) Price Escalation: - No escalation allowed.

33) Penalty: -

Penalties will be applicable as mentioned below. The powers to relax/condone the penalties fully or partially shall vest with the Commissioner. The Commissioner shall decide each case on merits.

Sr. No.	Description	Penalty Amount
1	Delay in commencement of the project after completion of mobilization & construction period i.e. 7 months from the date of LOA/work order	Rs. 50,000/- per day
2	Violation Solid Waste Management Rules 2016 (SWM Rules 2016) or other applicable environmental norms notified by competent authorities	Rs.5,000/- per incident per day in addition to action taken by concerned authority
3	Tampering of records at weighbridge or submission of manipulated records or any malpractice which will affect quantity & quality of work done.	Termination process shall be initiated
4	Malfunction/technical problems in weighment system is not rectified within 24 hrs	Rs. 2000 per hour starting after 24 hrs.
5	Disposal of less quantity of waste as defined in Timeline for Execution & Work completion, as mentioned in Sec-7,	20% of the payment shall be hold against certified submitted bill

	Scope of Work	
6	Processing less quantity of waste than designed for a particular stage as mentioned in yearly milestone. (Will be calculated on yearly basis)	5% of the rate as quoted in BOQ* Yearly shortfall in MT
7	If fire at site is not stopped within 4 hrs.	Rs. 25000 per hr.
8	Safety measures not taken as per standard practices	Rs. 5000 per fault per incident
9	In case of contractor fails to mitigate odour nuisance	Rs. 50000 per day
10	Any other default not mentioned above	Rs. 10000 per incident per day

34) Incentives: -

Incentive (10% of the rate quoted in BOQ) will be given, if quantity processed is more than the quantity which is to be processed as per the milestones set out in Section-7, Scope of Work. Incentive will be calculated as below: -

Incentive = (10% of the rate quoted in BOQ) x (Additional quantity processed in a particular year)

However, this incentive will be applicable as per the time period and quantity specified in the milestone table and will not be given on the backlog quantity processed & cleared.

Contractor has to first clear the backlog quantity and then start the next year's milestone.

SECTION 11

**Fraud & Corrupt
Practices**

FRAUD AND CORRUPT PRACTICES

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

A. “Corrupt practice” means:

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

- B. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.**

- C. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any 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.
- E. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- F. If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14-days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.
- G. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

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

- practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- vii. Acts intended to materially impede the exercise of the Financer's inspection and audit rights provided.
 - viii. **"Party"** refers to a public official; the terms **"benefit"** and **"obligation"** relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.
 - ix. **"Parties"** refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.
 - x. A **"party"** refers to a participant in the procurement process or contract execution.

SECTION 12

Pre Bid Meeting

PREBID MEETING

Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant. During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

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.

Clarification of e-Tendering Documents. (Pre-bid meeting (If proposed as per e-Tender notice)

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.

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.

Any tenderer requiring any clarification of the tender document and/or the works may submit his questions in e-mail on che.swmproject@mcgm.gov.in to reach **Addl. Municipal Commissioner (WS), 2nd Floor, BMC Head office, Fort Road, Mumbai-400001 on date 23.05.2025 at 11.30 AM**

SECTION 13

List of Approved Banks

LIST OF APPROVED BANKS

1. The following Banks with their branches in Greater Mumbai and in suburbs and extended suburbs up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
2. The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor/supplier furnishing the bankers Guarantee.

A	S.B.I and its subsidiary Banks
1	State Bank Of India.
2	State Bank Of Hyderabad.
3	State Bank Of Mysore.
4	State Bank Of Patiyala.
5	State Bank Of Saurashtra.
6	State Bank Of Travankore.
B	Nationalized Banks
7	Allahabad Bank.
8	Andhra Bank.
9	Bank Of Baroda.
10	Bank Of India.
11	Bank Of Maharashtra.
12	Central Bank Of India.
13	Dena Bank.
14	Indian Bank.
15	Indian Overseas Bank.
16	Oriental Bank Of Commerce.
17	Punjab National Bank.
18	Punjab & Sindh Bank.

19	Syndicate Bank.
21	Union Bank Of India.
22	UCO Bank.
23	Vijaya Bank.
24	Corporation Bank.
C	Scheduled Commercial Banks
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	Indusind 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	Karur Vysya 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.
D	Schedule Urban Co-op Banks
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.

52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	Janata Sahakari 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	Shamrao Vithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Bank
67	ABMAMRO (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	Bank in dosuez.
73	Banque Nationale 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

FORM OF TENDER

To,

The Municipal Commissioner for Greater Mumbai

Sir,

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

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

1. A) I/We _____

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

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

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

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

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

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

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

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

4. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee or Education Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender.(Subject to condition 5 below).
5. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
6. I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.
- a. I/We fail to keep the tender open as aforesaid.
 - b. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
 - c. I/we do not commence the work on or before the date specified by the En-gineer in his work order.
7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
8. I/We further agree that, I/we shall register ourselves as 'Employer' with the Bom-bay Iron and Steel Labour Board' and fulfill all the obligatory provisions of Ma-harashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.

9. "I/We..... have failed in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.
10. "I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is with-drawn by the Corporation,"

Address

Yours faithfully,

.....

Digital Signature of the Tenderer or the Firm

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

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

A/c No.

1.
 2.
 3.
 4.
 5.

.....

Name of Bank

.....

Name of Branch

.....

Vendor No.

.....

AGREEMENT FORM

Tender / Quotation

dated 20...

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

This agreement made this day ofTwo thousand
.....Between.....

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

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

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

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

THIS AGREEMENT WITNESSETH as follows: -

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

- g) Detailed Engineering Drawings
 - h) Standard General Conditions of Contracts (GCC)
 - i) All correspondence documents between bidder and BMC
- 3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.
- 4) 4) The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

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

In the presence of

Trading under the name and style of

Full Name Address

Contractors

Signed by the D.M.C.(SWM) in the presence of

Ex. City/ WS/ ES

D.M.C.(SWM)

The Common seal of the Municipal Corporation of Greater Mumbai was hereunto affixed on the 20 in the presence of two mem-bers of the Standing Committee.

1. 1.

2. 2.

And in the presence of the Municipal Secretary

Municipal Secretary

SECTION 15

Annexure

ANNEXURE A

Name of Work: “Bioremediation of 185 Lakh Tons of Legacy Waste with Disposal of Excavated/Processed/Segregated material & Reclamation of total 110 Ha of Land at Deonar Dumpsite”

1. The Engineer for this work Chief Engineer (SWM)Project
2. Description of work **“Bioremediation of 185 Lakh Tons of Legacy Waste with Disposal of Excavated/Processed/Segregated material & Reclamation of total 110 Ha of Land at Deonar Dumpsite”**
3. Earnest Money Deposit- Rs. 236,873,008/-
4. Contract Period:- **As mentioned in the specifications**

Signature of Tenderer
Name & Stamp

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:

- A. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- B. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
- C. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- D. "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 GURANTEE IN LIEU OF CONTRACT DEPOSIT

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

THE MUNICIPAL COMMISSIONER FOR BRIHANMUMBAI (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 _____ the duly constituted Attorney Manager

And address _____

The Bank and the said Messer's _____
_____ (Name of the Bank)

WITNESS (1) _____

Name _____

And address _____

WITNESS (2) _____

Name _____

For Messer's _____

And 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	“Bioremediation of 185 Lakh Tons of Legacy Waste with Disposal of Excavated/ Processed/ Segregated material & Reclamation of total 110 Ha of Land at Deonar Dumpsite”				
2					
3					
4					
5					
6					
7	Total of all components				
8	Overhead & profit				
9	Total (7+8)				
10	Per unit rate				

Sign & seal of the Tenderer

Annexure “E”

(Bioremediation of 185 Lakh Tons of Legacy Waste with Disposal of
Excavated/Processed/Segregated material & Reclamation of total 110 Ha of Land at Deonar
Dumpsite)

(BID NO. 2025_MCGM_1179519)

GRIEVANCE REDRESSAL MECHANISM

MUNICIPAL CORPORATION OF GREATER MUMBAI

Office of the DMC CPD,
Central Purchase Department,
566, N.M.Joshi Marg, Byculla, Mumbai-400 011.

No. DyChE/ CPD/2025/ dt. 01/09/2021

CIRULAR

Sub: Formation of Grievance Redressal Committee (GRC)
to address grievances from bidders.

Ref.: MGC/F/4961 dated 09/08/2021.

Hon. M.C.'s accorded sanction under reference to form Grievance Redressal Committee (GRC) to address grievances from the bidders regarding responsiveness/ non-responsiveness in Packets 'A', 'B' or 'C' in all the tenders. Therefore, all HOD's are requested to incorporate following condition in all the tenders;

Grievance Redressal Committee (GRC)

1. If a Bidder is not satisfied with the decision of responsiveness/ non responsiveness in Packets 'A', 'B' or 'C', by the concerned HOD, he may appeal to D.M.C.(C.P.D.) by paying fee of Rs. 50,000/-.
2. D.M.C.(C.P.D.) will assign the work of co-ordination of various activities and administration work of G.C.R. to nominated Registrar – Smt. Surekha D Sonawane.
3. The Committee for hearing grievances and passing orders will be constituted as follows:

- (a) The Committee will comprise of D.M.C. / Director / Jt.M.C. of tender inviting department and D.M.C. / Director / Jt.M.C. of the department for which tender is being invited.

For example, if tender is invited by C.P.D. dept, for K.E.M. Hospital then the Committee will be of DMC(CPD) and DMC (PH).

- (b) In case the tender inviting department and department for which tender is being invited are same then the concerned DMC/Director/ Jt.M.C. of the same department and DMC(CPD) will be the members of the Committee.

For example, if tender is invited by Dean(KEM) for KEM Hospital then the Committee will be DMC(PH) and DMC(CPD).

In tabular format:

Tender inviting Department	Work belonging Department
DMC(CPD) or DMC /Director / Jt.M.C. of concerned Department.	Concerned DMC / Director/ Jt.M.C.

4. In case the work is pertaining to various departments then concerned DMC / Director/ Jt.M.C. having major contribution of work will be one of the member of the Committee.
5. The Committee will hear the grievances of bidder within 30 days on receipt of bidder's application and will pass an order within 45 days.
6. If Bidder is not satisfied with the decision of the above Committee, he may appeal to the concerned Addl. Municipal Commissioner of Tender Inviting Department by paying fee of Rs.1,00,000. The Addl. Municipal Commissioner will hear the case within 45 days from the date of receipt of application for second appeal from the bidder and will pass the order within 60 days.

Sd/- 27.07.2021
Dy ChE (Civil) CPD

sd/- 27.07.2021
D.M.C.(C.P.D.)

Sd/- 30.07.2021
A.M.C. (WS)

sd/- 06.08.2021
Hon,ble M. C.

The above circular approved by Hon,ble MC is submitted for necessary action please.

Sd/-
Dy ChE (CPD) Civil

Annexure “F”

SITE DETAILS

The site details are provided as below:

S. No.	Particulars	Description
1	Location	Deonar Dumping Ground, eastern suburbs of Mumbai
2	Co-ordinates	19°04'17.0"N 72°55'47.3"E
3	Elevation Range	5-6 m above MSL
4	Area of Dumpsite (in acres)	300
5	Years of operation	Since 1927
6	Neighborhood	within 500 Meters
7	Daily fresh Waste disposed (MT)	600-700
8	Operational Nature of dumping site	Controlled dumping

However, the contractor must conduct comprehensive topographical surveys, satellite surveys, and baseline environmental studies prior to commencing any site activities at own cost.

SECTION 16

Proforma

PROFORMAS:-**PROFORMA – I**

The list of similar works as stated in Similar Work of Post qualification during last seven years–

Sr. No.	Name of the Project	Name of the Employer	Stipulated Date of Completion	Actual date of Completion	Actual Cost of Work Done
A	B	C	D	E	F

Note:-

1. 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.
2. Works shall be grouped financial year-wise.

PROFORMA – II**Yearly turnover of works during last three years**

Sr. No.	Financial Year	Actual Turnover of the Works	Updated value to current year	Average of last three years	Page No.
1	2	3	4	5	6

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

2. If the final audited balance sheet of 2024-25 is not available then the bidder can submit provisional balance sheet duly certified by Chartered Accountant

PROFORMA III

At least similar works as stated in similar work Para of Post Qualification

Sr .N o.	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	Remarks explaining reasons for the delay if any
A	B	C	D	E	F	G	H

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.

PROFORMA – IV

Machinery

A. Leased/Assured Access

Sr. No.	Equipment	Number	Leased/Assured Access

B. Owned

Sr.No.	Equipment	Number	Owned

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

PROFORMA – V

Details of Existing Commitments & Ongoing Works

A. Ongoing Works

Place	Contract no. & date	Name & Address of the employer	Value of the contract in Rs.	Scheduled date of completion	Value of remaining work to be completed	Anticipated date of completion

B. Commitments

Description of work	Place	Name & Address of the employer	Value of the contract in Rs.	Time Period	Date on which decision is expected	Remarks

Note:-Scanned Attested copies of certificates from the Engineer-in-charge for each work shall be annexed.

PROFORMA - VI / A

Details of Existing Commitments and ongoing works –

Description of work	Place	Contract No. & Date	Name & Addresses of employer	Value of Contract in Rs.	Schedule Date of completion	Value of work remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

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

PROFORMA - VI / B

Details of works for which bids are already uploaded –

Description of Work	Place	Name & Addresses of employee	Value of Contract In Rs.	Time Period	Date on which decision is expected	Remarks
1	2	3	4	5	6	7

Note: Scanned Attested copies of certificates from the Engineer-in-charge for each work shall be annexed.

बृहन्मुंबई महानगरपालिकेकडून वायू प्रदूषण नियंत्रणासाठी जारी मार्गदर्शक तत्वे-

१. सर्व प्रकल्प प्रस्तावकांनी ७० मीटरपेक्षा जास्त उंचीच्या बांधकाम प्रकल्पाभोवती किमान ३५ फूट उंच पत्रा/धातूचे आच्छादन उभारणे अनिवार्य असेल.
२. एक एकरपेक्षा अधिक क्षेत्रफळ असलेल्या सर्व बांधकाम प्रकल्पाभोवती किमान ३५ फूट उंचीचे तर एका एकरपेक्षा कमी क्षेत्रफळ असलेल्या बांधकाम प्रकल्पाभोवती किमान २५ फूट उंचीचे पत्रा/धातूचे आच्छादन लावावे.
३. सर्व बांधकामाधीन इमारतींना सर्व बाजूंनी हिरवे कापड/ज्युट/ताडपत्रीने पूर्णपणे झाकून बंदिस्त करणे बंधनकारक आहे.
४. कोणतेही बांधकाम पाडताना संबंधित ठिकाण हे वरपासून खालपर्यंत संपूर्णतः ताडपत्री/हिरवे कापड/ज्युट शीटने झाकलेले असावे. प्रत्यक्ष पाडकाम करतेवेळी सातत्याने पाणी शिंपडत राहावे किंवा फवारणी करत राहावी.
५. बांधकाम प्रकल्पाच्या ठिकाणी बांधकाम साहित्य चढवताना (लोडिंग) आणि उतरवताना (अनलोडिंग) त्यावर पाण्याची फवारणी करत राहावे. (स्थिर/फिरत्या अँटी स्मॉग गनचा वापर करावा).
६. बांधकामाच्या ठिकाणी धूळीचे कण निर्माण होण्यास कारणीभूत ठरणारा राडारोडा/अन्य साहित्यावर सातत्याने आणि न चुकता पाण्याची फवारणी करावी.
७. बांधकाम साहित्य वाहून नेणारी सर्व वाहने पूर्णपणे झाकलेली असावीत (वरच्या बाजूने आणि सर्व बाजूंनीसुद्धा). जेणेकरून वाहतुकीदरम्यान बांधकाम साहित्य किंवा राडारोडा यांचे कण हवेत मिसळणार नाहीत. वाहनातून मर्यादेपेक्षा अधिक वजनाचे साहित्य वाहून नेऊ नये, जेणेकरून वाहतुकीदरम्यान ते पडण्याचा धोका राहणार नाही.
८. सर्व बांधकाम प्रकल्पाच्या ठिकाणी सर्व बाजूंनी सीसीटीव्ही कॅमेरे लावावेत. याद्वारे सामानांची ने-आण करणाऱ्या वाहनांची चाके स्वच्छ केली आहेत आणि वाहनांमध्ये वजन मर्यादा पाळून साहित्य नेल्याची खातरजमा करता येईल.
९. सर्व बांधकाम प्रकल्पाच्या कामाच्या ठिकाणी सेन्सर आधारित वायू प्रदूषण संनिरीक्षण प्रणाली तैनात करावीत आणि मर्यादेपेक्षा जास्त प्रदूषण पातळी आढळून आल्यास त्वरित कृती करावी. ही संनिरीक्षण प्रणाली जेव्हा आणि जशी मागणी केली जाईल, त्यानुसार बृहन्मुंबई महानगरपालिकेच्या अधिकाऱ्यांना पर्यवेक्षणासाठी उपलब्ध करून द्यावी लागेल.

१०. सर्व कामाच्या ठिकाणी ग्राइंडिंग, कटिंग, ड्रिलिंग, सॉइंग आणि ट्रिमिंगचे काम बंदिस्त भागात केले जावेत आणि त्यामुळे उडणाऱ्या धूळयुक्त हवेपासून बचाव करण्यासाठी काम करताना सातत्याने पाण्याची फवारणी करत राहावी.

११. प्रत्येक बांधकामाच्या ठिकाणी/ परिसरात निर्माण होणारा बांधकाम आणि पाडकाम राडारोडा (डेब्रीज) हा बृहन्मुंबई महानगरपालिकेच्या बांधकाम व पाडकाम राडारोडा व्यवस्थापन आराखड्यानुसार, निर्देशित केलेल्या ठिकाणीच नेला जावा. राडारोडा उतरवल्यानंतर, वाहन पूर्णपणे धुऊन स्वच्छ केले पाहिजे.

१२. साहित्य वाहन नेणाऱ्या सर्व वाहनांकडे वैध पीयूसी (PUC) प्रमाणपत्र असणे आवश्यक आहे आणि ते सक्षम अधिकार्यांनी जेव्हा आणि जसे मागितल्यास सादर केले जावे.

१३. सर्व बांधकाम कर्मचारी/व्यवस्थापकांनी मास्क, गॉगल, हेल्मेट इत्यादी वैयक्तिक संरक्षक उपकरणे परिधान करणे अनिवार्य असेल.

१४. बृहन्मुंबई महानगरपालिकेच्या वतीने सुरू असलेल्या पूल आणि उड्डाणपुलासारख्या सर्व प्रकल्पांच्या ठिकाणी २५ फूट उंचीची बॅरिकेडिंग केलेली असावी.

१५. मेट्रो रेल्वे प्रकल्पाची जमिनीच्या वर सुरू असलेली सर्व कामे २५ फूट उंचीच्या बॅरिकेडिंगने झाकली जावीत. बांधकामाची जागा ताडपत्री/हिरवे कापड/ज्युट शीटने झाकलेली असावी. बांधकामावेळी स्मॉग गन/वॉटर स्प्रिंकलरचा वापर करावा.

१६. वरील सर्व प्रतिबंधात्मक उपाययोजना एसआरए, म्हाडा, एमआयडीसी, एमएसआरडीसी, एमएमआरडीए, बीपीटी, भारतीय विमानतळ प्राधिकरण, रेल्वे, शासकीय किंवा निमशासकीय प्राधिकरणे तसेच खासगी बांधकाम प्रकल्पांना अनिवार्य आहेत.

१७. रात्री उशीरा अवैधपणे टाकला जाणारा राडारोडा रोखण्यासाठी सर्व विभागांच्या सहायक आयुक्तांनी विशेष पथके तैनात करावीत.

१८. सर्व विभागांचे सहायक आयुक्त आणि इमारत बांधकाम प्रस्ताव विभागाचे अधिकारी व कर्मचार्यांनी वायू प्रदूषण कमी करण्याच्या अंमलबजावणीचे नियमितपणे निरीक्षण करावे.

तसेच वायू प्रदूषण कमी करण्याच्या अंमलबजावणीसाठी खालीलप्रमाणे समावेश असलेले पथक तैनात करावे.

१. दोन (वॉर्ड) अभियंता
२. एक पोलिस
३. एक मार्शल
४. वाहन

प्रत्येक पथकाचे नेतृत्व हे विभाग कार्यालयातील एक वरिष्ठ अधिकारी करतील. विभाग स्तरावर ही पथके गठित करून तातडीने त्यांची नेमणूक करण्यात यावी. विभागनिहाय पथकांची संख्या पुढीलप्रमाणे असावी:-

१. लहान विभाग- प्रत्येक विभागासाठी दोन पथके
२. मध्यम विभाग- प्रत्येक विभागासाठी चार पथके
३. मोठे विभाग- प्रत्येक विभागासाठी सहा पथके

१९. अंमलबजावणी पथकांनी संबंधित परिसराला भेट देऊन कामाच्या ठिकाणाची व्हिडिओग्राफी करावी. कामाच्या ठिकाणी उपरोक्त नमूद तरतुदींचे पालन होत नसल्याचे निदर्शनास आल्यास, काम थांबवण्याची नोटीस जारी करणे आणि/किंवा कामाचे ठिकाण सील करणे, यासारखी कठोर कारवाई तत्काळ करावी.

२०. स्प्रिंकलर्स आणि स्मॉग गन इत्यादी व्यवस्था उभारण्याची कार्यवाही सर्व प्रकल्प प्रस्तावक/कंत्राटदारांनी कोटेशनपणे आणि न चुकता पालन करावी.

२१. बांधकाम साहित्य किंवा बांधकाम आणि पाडकाम साहित्य वाहून नेणारी वाहने, उपरोक्त तरतुदींचे पालन करत नसल्याचे आढळून आल्यास त्यांच्यावर जप्तीची कारवाई करावी.

२२. वजनमर्यादपेक्षा अधिक वजन वाहून नेणारी वाहने, न झाकलेली वाहने, रस्त्यावर बांधकाम साहित्य पडेल अशा रितीने धावणारी वाहने यांच्यावर प्ररिवहन आयुक्त कारवाई करतील आणि आठ वर्षांहून अधिक जुन्या अवजड डिझेल वाहनांना मुंबई कार्यक्षेत्रात वाहतूक करण्यास सक्त मनाई असेल.

२३. महाराष्ट्र प्रदूषण नियंत्रण मंडळाने दररोज बीपीसीएल, एचपीसीएल, आरसीएफ, टाटा पॉवर तसेच जवळपासच्या औद्योगिक वसाहत क्षेत्रातील उद्योग इत्यादी ठिकाणांहून उत्सर्जित होणाऱ्या वायू प्रदूषणाचे दैनंदिन स्वरूपात निरीक्षण करून योग्य ती कारवाई करावी. या कारवाईचा दैनंदिन अहवाल अतिरिक्त महानगरपालिका आयुक्त (पश्चिम उपनगरे) आणि अतिरिक्त महानगरपालिका आयुक्त (शहर) यांना सादर करावा.

२४. सर्व बांधकाम व्यवसायिक/विकासकांनी ज्यांच्यामध्ये ट्रॅकिंग सिस्टम बसवलेली आहे, अशाच वाहनांचा कामांसाठी वापर करावा.

२५. खुली/सुटी माती, वाळू, बांधकाम साहित्य आणि कोणत्याही प्रकारचा व कुठल्याही प्रमाणातील राडारोडा सीमांकित/समर्पित क्षेत्रामध्ये योग्यरित्या बॅरिकेड केलेल्या, पूर्णपणे झाकलेल्या/ बंद केलेल्या ठिकाणी ताडपत्रीच्या आच्छादनाखाली ठेवावे. सार्वजनिक रस्ते, पदपथ, पदमार्गिका आणि मोकळ्या जागेवर बांधकाम साहित्य आणि राडारोडा टाकला जाणार नाही, याची खात्री करावी.

२६. प्रत्येक बांधकाम प्रकल्पास्थळी बाहेर पडण्याच्या ठिकाणी वाहनांची चाके धुण्याची सुविधा असावी. प्रमुख रस्त्यांवरील धूळ रोज व्हॅक्यूम स्वीपिंग किंवा पाण्याची फवारणी करून, घासून, झाडू मारून स्वच्छ करावी.

२७. बृहन्मुंबई महानगरपालिकेच्या कार्यक्षेत्रातील भौगोलिक क्षेत्रामध्ये विशेषतः क्षेपणभूमी (डम्पिंग ग्राऊंड) आणि कचरा जाळण्याच्या संभाव्य ठिकाणी कुठेही उघड्यावर कचरा जाळण्यावर पूर्णपणे बंदी असेल.

२८. बांधकामाच्या ठिकाणी वास्तव्यास असलेल्या कामगारांसाठी जेवण तयार करण्यासाठी लाकूड व तत्सम इंधन म्हणून मोठ्या प्रमाणावर वापरात येत असल्याचे महानगरपालिका प्रशासनाच्या निदर्शनास आले आहे. अशा इंधनांमुळे मोठ्या प्रमाणात धूर पसरतो तसेच प्रसंगी सुरक्षेचा प्रश्न देखील निर्माण होऊ शकतो. हे लक्षात घेता संबंधित विकासकांनी अशा ठिकाणी कामगारांच्या भोजनाची व्यवस्था करावी. जेणेकरून त्यांना जेवण बनवण्यासाठी इंधन म्हणून लाकडे व तत्सम बाबी जाळण्या लागणार नाहीत आणि पर्यायाने धूरही होणार नाही. तसेच, संबंधित बांधकामाची ठिकाणे अधिक सुरक्षित राहतील.

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(जसवि/४१२)

BRIHANMUMBAI MUNICIPAL CORPORATION

C-2

No. : DMC(Env.& C.C.)/01 dtd. 09.2024

CIRCULAR

Subject : Implementation of Environment Management Plan (EMP) in every work activity.

The pollution is emitted from Vehicle, Industry, Infrastructure Projects, Solid Waste, Burning of fossile fuels, crematoria etc. Presently there are many infrastructure projects being carried out in Mumbai are one of the air pollution sources.

It is therefore necessary to make the private project proponent of building construction and the civil contractors to prepare, submit and get the Environment Management Plan(EMP) approved from the concerned authority and forward a copy of such EMP to Environment and Climate Change department to parallelly monitor the pollution generating activities alongwith proposed mitigation plan to be supervised and monitored by concerned department .


It is mandatory for the project proponent / contractor to submit Environment Management Plan before commencement of their work activities.

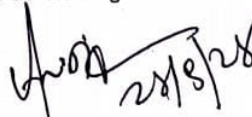
The detailed plan will help in management and reduction of overall impact on the environment on social and economic front. Environment Management Plan (EMP) also help to (i) Minimise waste generation and pollution, (ii) Encourage judicious use of natural resources, (iii) Ensure safety, welfare and good health of the work force, (iv) Ensure effective operation of all control measures, (v) Vigilance against probable disaster and accidents, (vi) Monitoring on mitigative and long term impact, (vii) Ensure effective operation of all control measures.

These guidelines are to be circulated to the Infrastructural development project proponents, developers of buildings alongwith Civil & (M.& E.) contractors of B.M.C. and instruct them to submit the Environment Management Plan (EMP) on or before 15th October 2024 and adhere to the EMP while executing their works. The Sub Engineer (Climate Change) shall fine the agencies, project proponents, contractors Rs.1000/- per day for their delayed submission beyond 15th October 2024 till 31st October 2024 and issue Show Cause Notice to stop their work activities beyond 1st November 2024 by Environment Department through the respective authority issuing permission or work order to these agencies. A copy of Template of Environment Management Plan (EMP) is issued herewith for submission to the respective authority and copy to D.M.C.(Env. & C.C.)'s office.

Similarly, any new permission or work order issued by B.M.C. shall ask the project proponents / developers / contractors to submit their Environment Management Plan (EMP) within 15 days of commencement of work activity or receipt of work order. The project proponents/ contractors fails to submit the EMP within 15 days of receipt of approval of their project commencement or receipt of work order, else department shall levy penalty of Rs. 1000/- per day till its submission to B.M.C. and if they fail to submit further within 45 days of permission or work order, a Show Cause notice shall be issued by the competent authority to stop the work activities.

The Executive Engineers of the concerned projects shall instruct their project proponents / contractors to submit the Environment Management Plan (EMP) as envisaged above and get the work activities done as per the plan.


(Mineesh Pimple)
D.M.C.(Env. & C.C.)

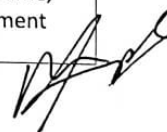

(Dr. Ashwini Joshi)
A.M.C.(City)

Environment Management Plan (EMP) Template- Revised

Sr. No.	Head	Information to be Filled by the Project Proponent
1	Project Overview	
	1.1 Project Details	Provide project name, location, and key objectives. Mention if it's a road, building, or infrastructure project.
		Describe the project's size, type (residential/commercial), and intended use.
		Attach any layout or design drawings.
	1.2 Project Proponent Information	Submit name, address, and contact information of the project lead/incharge.
2	Project Details	
	2.1 Construction Activities	Describe specific components like building/road/project layout, materials used, and scope of construction activities.
		List activities like loading/unloading, storage of materials, drilling, excavation, building methodology etc.
		Outline how you will manage each activity to minimize dust, air, noise, or other pollution.
	2.2 Material Management	Mention the materials used (cement, concrete, etc.) and how they will be stored safely.
		State dust control methods during material handling and transport.
	2.3 Existing Site Features	Description of current features or structures on the site. (Including number of tree
3	Statutory Requirements	
	3.1 Legal Compliances	List legal permissions obtained for the project (e.g., environmental clearances).
	3.2 Applicable Permits	List all necessary permits taken from various department of BMC (Fire, Water, SWD etc.).
4	Organization Structure Arrangement	
	4.1 Project Team and Roles	Provide details of your project team. Ensure that roles and responsibilities for environment management are assigned.



Sr. No.	Head		Information to be Filled by the Project Proponent
5	Environmental Management Plan (EMP)		Assess environmental pollution for specific construction activities.
			Divide the EMP into the following phases:
			• Pre-construction (site clearance, tree management)
			• Construction (dust control, noise management, soil protection)
6	6.1	Pre-Construction Phase	Outline steps for site clearance and preparation (e.g., tree cutting, soil removal).
			Plan for temporary site fencing and waste collection.
	6.2	Construction Phase	Specify how air, water, noise pollution will be controlled.
			Describe methods for dust control, noise reduction, and waste handling during:
			• Drilling, grinding, cutting activities
			• Loading/unloading of materials
			• Storage and transport of materials
			• Excavation work
			• Other construction activities
			Specify O&M emissions control for vehicles and machinery
			Mention how noise and vibrations will be reduced (e.g., using silencers, scheduling work during non-sensitive hours).
	6.3	Operation Phase	List long-term sustainability measures like energy-efficient designs, waste recycling, water conservation.
7	Environmental Monitoring and Reporting		Schedule of regular monitoring of air, noise, water quality during construction.
			Submit monitoring reports to the relevant authority.
8	Conclusion and Commitment		Provide a final statement committing to full EMP implementation.
			Ensure all environmental safeguards will be followed.
			Provide details of the resources and personnel (name, designation and contact) for continuous environment monitoring and adherence.



Prepared & Checked By
(Sign, Name and Designation)
(To be signed by Site Incharge/Manager of the Contractor)

Authorised by
(Sign, Name and Designation)
(To be signed by Project Proponent/Contractors)

