



MUNICIPAL CORPORATION OF GREATER MUMBAI

BID DOCUMENT - 7100188458

Name of Work: Planning, Designing & Construction of RCC Ground / Ground +1 Storied Community Toilet Blocks in Beat No.185 & 186 of "G/North" ward

Website: **www.portal.mcgm.gov.in/tenders**

Office of: Assistant Commissioner G/North,
G/North Ward Office,
Harishchandra Yelve Marg ,
Dadar (West), Mumbai- 400028,

INDEX

SECTION	DESCRIPTON	Pg No
1	TENDER NOTICE	3
2	ELIGIBILITY CRITERIA	7
3	DISCLAIMER	10
4	INTRODUCTION	12
5	E-TENDER ONLINE SUBMISSION PROCESS	15
6	INSTRUCTIONS TO APPLICANTS	19
7	SCOPE OF WORK	45
7-A	SPECIAL DIRECTIONS TO TENDERERS	47
7- B	CONTRACT DATA	60
8	BILL OF QUANTITIES	73
9	GENERAL CONDITIONS OF CONTRACT	74
10	SPECIFICATIONS & SELECTION OF MATERIAL	124
11	FRAUD AND CORRUPT PRACTICES	127
12	PRE-BID MEETING	131
13	LIST OF APPROVED BANKS	133
14	APPENDIX	137
15- A	SPECIAL CONDITIONS OF CONTRACT	158
15- B	SPECIAL DIRECTIONS TO TENDERER FOR DESLUDGING OF SEPTIC TANK	162
16	TYPICAL DRAWINGS	167
17	ANNEXURES	168

SECTION 1
TENDER NOTICE

MUNICIPAL CORPORATION OF GREATER MUMBAI

Dept.:- Assistant Commissioner G/North Ward

TENDER NOTICE - 7100188458

Sub: Planning, Designing & Construction of RCC Ground / Ground +1 Storied Community Toilet Blocks in Beat No.185 & 186 of “G/North” Ward.

The Municipal Corporation of Greater Mumbai (MCGM) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary Engineering Organizations. i.e. eminent firm, Proprietary / Partnership firms /Private Ltd. Companies / Public Ltd. Companies / Companies registered under the Indian Companies act-2013, The contractors registered with Municipal Corporation of Greater Mumbai (MCGM), in **Class II as stated in table, column no 7 as per new registration and Class A. Category.....and equivalent category as per old registration** and from the contractors/firms, the equivalent and superior classes registered in Central or state Government/Semi Government organization / Central or State Public Sector Undertaking, along with the registered NGO having minimum 2 years of valid registration on the date of publication of tender notice shall be co applicant for this tender will be allowed subject to condition that, the contractors who are not registered with MCGM will have to apply for registering their firm within 3 months time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount **equal to** Registration Fee of respective class will be recovered as penalty.

Bidding Process will comprise of THREE stages.

The application form can be downloaded from MCGM's portal (<http://portal.mcgm.gov.in>) on payment of Rs 7000 + 5% GST. The applicants not registered with MCGM are mandated to get registered (Vendor Registration) with MCGM for e-tendering process & obtain login credentials to participate in the online bidding process.

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

Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakari Adda, N.M. Joshi Marg, Mumbai

ii) For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in ‘Tenders’ tab. ‘Vendors’ can get digital signature form any of the certifying authorities (CA’s) licensed by controller of certifying authorities namely Safes crypt, IDRBT, National informatics centre, TCS, CUSTOMS, MTNL, GNFC & e mudra CA.

Sr. No	Bid No.	Name of ward/ Area	Estimated Cost of project	EMD in Rs.	Cost of Tender Including 5 % GST	Class & category of bidder	Bid Starting date & Time	Bid end date & time	Contract period
1	2	3	4	5	6	7	8	9	10
1	7100188458	G/North Ward	45087660.00/- +1150934.00= 46238594.00	4,62,400/-	₹ 8500/-	II	08.12.2020 at 11:00 hrs	18.12.2020 at 13.30 hrs	12 Months

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 as stated in the above column no 5 for the respective work. The "EMD" refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-Tender is available on MCGM portal (<http://portal.mcg.gov.in>) as mentioned in the Header Data of the tender.

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

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

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

The Applicants interested for the above referred works may contact the Assistant Commissioner G/North Ward office at the following address on any working day during office hours.

Office of: Assistant Commissioner G/North,
G/North Ward Office,
Harishchandra Yelve Marg ,
Dadar (West), Mumbai- 400028,

The applicants may visit the various slums in the jurisdiction of G/North Ward which they wish to bid and also can collect the information of the present status of CTB from the department. The MCGM reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of MCGM. (<http://portal.mcg.gov.in/tenders>)

Sd/-
**Ward Executive Engineer
G/North**

HEADER DATA

Tender Document No.	7100188458
Name of Organization	Municipal Corporation of Greater Mumbai
Subject	Planning, Designing & Construction of RCC Ground / Ground +1 Storied Community Toilet Blocks Beat No.185 & 186 of "G/North" ward
Cost of Tender	Rs.8500/- (including 5% GST)
Cost of E-Tender (Estimated Cost)	Rs.4,50,87,660/-+11,50,934/-=4,62,38,594/-
Bid Security Deposit/EMD	Rs.4,62,400/-
Date of Issue and sale of Tender	08.12.2020 @ 11.00 Hrs
Pre-Bid meeting and Date	11.12.2020 @ 11.00 Hrs
Last date & time for sale of tender & Receipt of Bid Security Deposit /EMD	18.12.2020 @ 13.00 Hrs
Submission of Packet A, B & Packet C (Online)	18.12.2020 @ 13.30 Hrs
Opening of Packet A	18.12.2020 @ 15.00 Hrs
Opening of Packet B	18.12.2020 @ 15.30 Hrs
Opening of Packet C	24.12.2020 @ 16.00 Hrs
Address for Communication	Assistant Commissioner G/North, G/North Ward Office, Harishchandra Yelve Marg , Dadar (West), Mumbai- 400028 ac.gn@mcgm.gov.in
Venue for opening of Bid	Office of the:- Assistant Commissioner G/North, G/North Ward Office, Harishchandra Yelve Marg , Dadar (West), Mumbai- 400028 ae01maint.gn@mcgm.gov.in

This tender document is not transferable.

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

Sd/-
S.E (Maint-I)

Sd/-
A.E (Maint-I)

Sd/
W.E.E.
G/North Ward

Sd/-
Assistant Commissioner G/North

SECTION 2

ELIGIBILITY CRITERIA

1.1 Technical Capacity

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

- a) **Three similar completed works each** of value not less than the value equal to **20%** of estimated cost put to tender i.e. **Rs. 90,17,532/-**
OR
- b) **Two similar completed works each** of value not less than the value equal to **25%** of estimated cost put to tender. i.e. **Rs.1,12,71,915/-**
OR
- c) **One similar completed work** of value equal and or not less than the **40%** of estimated cost put to tender. i.e. **Rs. 1,80,35,064/-**

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

As regards the co-applicant NGO, it should have minimum two years of experience of implementing programs related with creating awareness, mobilizing communities in the areas of health, education and sanitation worth of at least Rs. 5 lakhs in last two years. These needs to be supported with audit reports of the respective years or work orders should be submitted stating the cost of the activities mentioned above. Work orders should be of the works of the authorities of Govt. / Semi Govt. / ULBs along with work completion certificate.

1.2 Financial Capacity

Achieved an average annual financial turnover as certified by ‘Chartered Accountant’ (in all classes of civil engineering construction works only) equal to 30% of the estimated cost put to this tender work, in last three (3) financial years immediately preceding the Financial Year in which bids are invited.

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

1.3 Similar Experience:-

For assessing the technical capacity of Regular, Routine and Maintenance works; Similar work shall mean, the completed or ongoing works in Building Construction OR Building Maintenance such as repairs/retrofitting /structural repairs OR construction/repairs of Asphalt/ Concrete roads OR laying/rehabilitation of sewer lines along with allied components OR laying/rehabilitation of water pipe lines in Cast Iron/ M.S. pipes / HDPE/ MDPE pipes OR repairs/maintenance/ construction of culverts over nallah.

1.4 Criteria for Mechanical & Electrical Works

In the said work there is a mechanical & Electrical works which are carried out by civil contractor through electrical contractors though have registered with the Municipal Corporation of Greater Mumbai,(MCGM) in class as per new registrations rules 2016 (as applicable) and from the contractors/Firms equivalent and superior classes registered in central or state government/firms equivalent and superior classes registered in state government/ semi Government/Organizations/Central or State Public Sector Undertakings, will be allowed subject to condition that ,the contractors who are not registered with MCGM will have to apply for registering their firms within three months time period from the awards of contract , otherwise their Bid Security i.e. E.M.D.(Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

1.5 Bid Capacity:

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

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

Where,

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

N = Number of years prescribed for completion of the Project/Works, **including monsoon** period, for which these bids are being invited. (E.g. 7 months = 7/12 year) For every intervening monsoon 1.50 shall be added to N.

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

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

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

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

SECTION 3

DISCLAIMER

DISCLAIMER

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

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

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

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

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

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

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

SECTION – 4

INTRODUCTION

INTRODUCTION

1.1 Background:

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 (MCGM), hereafter called the "corporation", the primary agency responsible for urban governance in Greater Mumbai.

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

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

1.2 Scope of Work:

MCGM is primarily an organization, which in the interest of citizens and with the speed of urbanization deals with the variety of the infrastructure services delivered to the public by different departments like water supply projects, sewerage projects, hydraulics, storm water drain / roads and bridges and building construction, solid waste management etc.

In this case it is proposed to provide toilet facilities in the slum localities /areas under Slum Sanitation Programme so as to have sustainable sanitation facilities for the public health eliminate open defecation etc. in the Greater Mumbai Municipal Limit. Under this work it is proposed to construct R.C.C. ground / Gr +1 storied community toilet blocks along with urinals for ladies as well as Gents which are handed over to local community and their representative Community Based Organisation (CBO) for operation and maintenance.

Municipal Corporation has undertaken initiatives to provide & implement sustainable sanitation facilities for the public health.

22 wards of MCGM have provided their requirements for this purpose. These toilets are proposed to be constructed either by demolishing the existing ground floor / Ground +1 dilapidated toilets and providing more nos of toilet seats by constructing Ground / Gr+1 toilet blocks or toilets at new locations. Sewer lines of these toilets are to be joined to the existing

sewer lines or toilets are to be constructed by providing septic tank. Water shall be provided either through borewell or municipal water supply as per site conditions.

It is mandatory to form Community based organization (CBO) to educate the user slum population for use of toilet & to look after daily operation & maintenance, cleaning, hygiene etc. after the toilet construction is completed. After completion and handing & taking over formalities CBO will maintain the said toilet. Also appointed contractor for construction will desludge the septic tank for next three years. Desludging activity shall be carried out at every three months interval under the supervision of respective ward Executive Engineer and their staff and monitored by Assistant Commissioner of that ward.

Following is the detailed scope of work:-

The Tenderer/ bidder shall note that this tender envisages following works in general -

- 1) Demolition of existing toilet blocks (wherever applicable)**
- 2) Preparation of Architectural drawings & RCC design of proposed toilet blocks.**
- 3) Construction of temporary toilet blocks.**
- 4) Formation of CBO's by making programme publicity in the respective slum area.**
- 5) Construction of community based toilet blocks having RCC Ground / Ground + 1 storied RCC Structure, consisting of RCC suction tank, septic tank or connecting to sewer line etc.**
- 6) Providing electric connection, water connection, borewell etc.**
- 7) Toilet block handing over to CBO by executing MOU with MCGM**
- 8) Desludging of septic tank in every 3 month interval for subsequent (3) three years after handing over of toilet block to CBO.**
- 9) Daily Operation and Maintenance by local community based organization (CBO) (Refer Annexure E1 and L1 and Clause no. 20 of section no.7 (B)).**

Notes:

1. All the works contained in the scope of work shall be carried out strictly as per relevant specification applicable as attached or referred to, in this tender document.
2. The above is general description of the scope of work and actual work mentioned above shall be governed by BOQ and as directed by the Engineer-in-charge.

SECTION - 5

TENDERING ONLINE SUBMISSION PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

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

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

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

Start Date read as “Sale Date”

End Date read as “Submission Date”

Supplier read as “Contractor/bidder”

Vendor read as “Contractor/bidder”

Vendor Quotation read as “Contractors Bid/Offer”

Purchaser read as “Department/MCGM”

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

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

- II. Transfer from R3 (registered contractors with MCGM) to SRM
 - a) Contractors already registered with MCGM will approach to Vendor Transfer cell.
 - b) Submit his details such as (name, vendor code, address, registered Email ID, Pan card etc.) to Vendor transfer cell.
 - c) MCGM authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.
 - d) Transferred Vendor receives User ID creation link on his supplied mail Id.
 - e) Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.
- III. Online Self Registration (Temporary registration for applicant not registered with MCGM)
 - a) Vendor fills up Self Registration form via accessing MCGM portal.

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

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

- 1) Access e-tender link of SRM Portal
- 2) Log in with User ID and Password
- 3) Selects desired Bid Invitation (he wants to bid)
- 4) To download tender documents contractors will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Contractors can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.
- 5) Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.
- 6) Applicant will upload Packet A related and Packet B related Documents in Packet A and Packet B folder respectively by accessing these folders through "My Notes" Tab and collaboration folder link.
- 7) All the documents uploaded have to be digitally signed and saved. Contractors can procure there digital signature from any certified CA's in India.
- 8) Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned in tender.
- 9) For commercial details (in Packet C) contractors will fill data in Item Data tab in Service Line Item via details and quotes his "Percentage Variation" (i.e.% quoted) figure.(If entered '0' it will be treated as at par. By default the value is zero only.
- 10) Applicants to check the bid, digitally signs & save and submit his Bid Invitation.
- 11) Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.
- 12) Please note that "Hold" action do not submit the Bid.
- 13) Applicants will receive confirmation once the Bid is submitted.
- 14) Bid creator (MCGM) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.

- As per Three Packet system, the documents for Packet A & B are to be uploaded by the tenderer in 'Vendor's document' online in Packet A & B. Before purchasing/downloading the tender copy, tenderer may refer to post- Qualification criteria mentioned in e-Tender Notice.
- The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet 'A' instead of paying the EMD at any of the CFC centers in MCGM Ward Offices.
- The tender is available on MCGM portal, <http://portal.mcgm.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the time-table shown in the Header Data in the office of Assistant Commissioner G/North Ward
- The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the MCGM Portal (<http://portal.mcgm.gov.in>).

SECTION 6

INSTRUCTIONS TO APPLICANTS

INSTRUCTIONS TO APPLICANTS

1.1 Scope of Application

The Authority wishes to receive Applications to appoint experienced and capable bidders.

1.2 Eligibility of Applicants

The Municipal Corporation of Greater Mumbai (MCGM) invites e-tender to appoint Contractor for the subject work from contractors of repute, multidisciplinary Engineering Organizations. i.e. eminent firm, Proprietary / Partnership firms /Private Ltd. Companies /Public Ltd. Companies / Companies registered under the Indian Companies act-2013, The contractors registered with Municipal Corporation of Greater Mumbai (MCGM), in class applicable as per new registration and equivalent category as per old registration and from the contractors/firms, the equivalent and superior classes registered in Central or state Government/Semi Government organization / Central or State Public Sector Undertaking, along with the registered NGO having minimum 2 years of valid registration on the date of publication of tender notice shall be co applicant for this tender will be allowed subject to condition that, the contractors who are not registered with MCGM will have to apply for registering their firm within 3 months time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

A registered NGO having minimum 2 years of valid registration on the date of publication of tender notice shall be co applicant for this tender. *More than one civil contractors applying as JV will not be permitted.*

1.3 Technical Capacity

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

- a) **Three similar completed works each** of value not less than the value equal to **20%** of estimated cost put to tender i.e. **Rs. 90,17,532/-**
OR
- b) **Two similar completed works each** of value not less than the value equal to **25%** of estimated cost put to tender. i.e. **Rs. 1,12,71,915/-**
OR
- c) **One similar completed work** of value equal and or not less than the **40%** of estimated cost put to tender.i.e **Rs.1,80,35,064/-**

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

completion to last date of receipt of applications for tenders.

As regards the co-applicant NGO, it should have minimum two years of experience of implementing programs related with creating awareness, mobilizing communities in the areas of health, education and sanitation worth of at least Rs. 5 lakhs in last two years. These needs to be supported with audit reports of the respective years or work orders should be submitted stating the cost of the activities mentioned above. Work orders should be of the works of the authorities of Govt. / Semi Govt. / ULBs along with work completion certificate.

1.4 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous and operate under commercial law.

1.5 To qualify for award of the contract, E-Bid submitted/uploaded by contractual firm with registered NGO as a co-applicant shall comply with the following condition,

- (i) The E-Bid shall be digitally signed so as to be legally binding on all partners.
- (ii) All partners shall be jointly and severally liable for the execution of contract in accordance with the contract terms.
- (iii) One of the partners will be nominated as in-charge, authorized to incur liability, and receive instructions for and on behalf of any and all partners for the joint venture.
- (iv) The execution of entire contract, including payment shall be done exclusively with the partner in-charge.
- v) The E-Bidder should be civil contractor (of suitable class) in association with registered N.G.O. having minimum two years of valid registration on the date of publication of tender notice N.G.O. having experience of programme & publicity of welfare schemes of Municipal corporations, Govt. of Maharashtra, Govt. of India as well as satisfying the minimum qualification criteria as specified as below.
- vi) The E-Bidder shall submit/upload digitally signed scanned copies of Notarized MOU with registered N.G.O. having experience in programme & publicity of welfare schemes of Municipal corporations, Govt. of Maharashtra, Govt. of India.
- vii) The main contractor of E bidder shall produce/Upload digitally signed scanned copies of the experience Certificate of registered N.G.O and The lead partner of E bidder shall have to produce/upload digitally signed scanned copies of two years audited report of NGO and details of qualified staff in social science/Sanitation and civil engineering.
- viii) The civil contractor or his identified sub-contractor/agency should possess required valid license for executing the water supply / sanitary engineering works.
- ix) The civil contractor or his identified Architect / License surveyor should possess required valid Architectural license for preparation of Architectural Drawings.
- x) The civil contractor or his identified structural Engineer should possess required valid license as latest Empanelled Registered Structural Engineer with M.C.G.M. for preparation of structural designs & drawings.

1.6 Financial Capacity

- a. Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work for this tender in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.
- b. To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.
- c. The turnover can be enhanced by 10% every year to bring the present level.

1.7 Bid Capacity:

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

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

Where,

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

N = Number of years prescribed for completion of the Project/Works, **Including monsoon** period, for which these bids are being invited. (E.g. 7 months = 7/12 year) For every intervening monsoon 1.50 shall be added to N.

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

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

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

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

1.8 Equipment Capabilities as required for this work per contract.

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

MACHINERY:

PROFORMA-V/A			
Sr.	Equipment	Number	Owned/Leased/Assured Access
1	2	3	4
1	Concrete mixer	3 No.(0.2 to 0.3 Cu.M CAPACITY)	
2	Dumpy Level	2 No.	
3	Dewatering Pump	2No. (10 HP) 3 No.(5 HP)	
4	Vibrators	3 No	
5	Surface Vibrators	1 No	
6	Cube Mode	24 No	
7	Slump cone	2 No.	

PROFORMA-V/B			
Sr.	Equipment	Number	Owned
1	2	3	4

Note: The tenderers shall furnish/upload the requisite Scanned Attested documents of Ownership/leased of Machineries. The undertaking from the suppliers will not be accepted.

Note:

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

1.9 Technical / other Personnel requirement as per contract.

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

For fixing requirement of Technical Staff as required for this tender

(A) *General Guidelines for Fixing Requirement of Technical staff for cost of the work ₹ 20 Cr. to ₹ 50 Cr.*

<i>Requirement of Technical Staff (of major + minor Component)</i>		<i>Minimum Experience</i>	<i>Designation</i>
<i>Qualification</i>	<i>No.</i>		
<i>i) Graduate Engineer (Major Component)</i>	<i>1</i>	<i>20</i>	<i>Project Manager in major discipline of engineering</i>
<i>ii) Graduate engineer or Diploma Engineer</i>	<i>1+1</i>	<i>5 or 10</i>	<i>Project/Site Engineer</i>
<i>iii) Graduate engineer</i>	<i>1</i>	<i>8</i>	<i>Quality Engineer</i>
<i>iv) Diploma Engineer</i>	<i>1</i>	<i>8</i>	<i>Surveyor</i>
<i>v) Graduate engineer</i>	<i>1</i>	<i>6</i>	<i>Project Planning / Billing Engineer</i>
<i>vi) Licensed Architect. (B. Arch)</i>	<i>1</i>	<i>5</i>	<i>for planning and Arch design.</i>
<i>vii) Structural Engineers registered with MCGM. (M.E. (Struct.)/ B.E.(Civil))</i>	<i>1</i>	<i>5</i>	<i>for structural design</i>
<i>viii) Sociologist (Master in Social Work)</i>	<i>1</i>	<i>5</i>	<i>for formation of C.B.O. work</i>
<i>ix) Community Development Specialist(Bachelor in Social Work)</i>	<i>3</i>	<i>3</i>	<i>for formation of C.B.O. work</i>

Note :

1. "Cost of work", in table above, shall mean the agreement amount of the work.
2. Rate of recovery in case of non-compliance of the clause 1.9 stipulated at following

rates:-

Sr.No.	Qualification	Experience(years)	Rate of Recovery
1	Project Manager with degree	20	Rs.60000/- p.m.
2	Deputy Project Manager with degree	12	Rs.40000/- p.m.
3	Project/Site Engineer(Degree/Diploma)	5 or 10 respectively	Rs.25000/- p.m.
3	Quality Graduate Engineer	8	Rs.25000/- p.m.
4	Surveyor	8	Rs.15000/- p.m.
5	Project Planning/ Billing Engineer	6	Rs.20000/- p.m.
6	Architect Licences	5	Rs.25000/- p.m.
7	Structural Engineers registered with MCGM.	5	Rs.25000/- p.m.
8	Sociologist	5	Rs.20000/- p.m.
9	Site Supervisor registered with MCGM	2	Rs. 10000/- p.m.

(B) General Guidelines for Fixing Requirement of Technical staff for cost of the work ₹ 10 Cr. to ₹ 20 Cr.

Requirement of Technical Staff (of major + minor Component)		Minimum Experience	Designation
Qualification	No.		
i) Project Manager with degree in corresponding discipline of engineering	1	10	Principal technical representative
ii) Graduate Engineer	1	5	Technical representative
iii) Graduate engineer or Diploma Engineer	2 +2	2 or 5	Project/Site Engineer and Project Planning / Billing Engineer
iv) Licensed Architect. (B. Arch)	1	5	for planning and Arch design.
v) Structural Engineers	1	5	for structural design

<i>registered with MCGM. (M.E. (Struct.)/ B.E.(Civil))</i>			
<i>viii) Sociologist (Master in Social Work)</i>	<i>1</i>	<i>5</i>	<i>for formation of C.B.O. work</i>
<i>ix) Community Development Specialist(Bachelor in Social Work)</i>	<i>3</i>	<i>3</i>	<i>for formation of C.B.O. work</i>

(C) General Guidelines for Fixing Requirement of Technical staff for cost of the work ₹ 5 Cr. to ₹ 10 Cr.

<i>Requirement of Technical Staff (of major + minor Component)</i>		<i>Minimum Experience</i>	<i>Designation</i>
<i>Qualification</i>	<i>No.</i>		
<i>i) Graduate Engineer</i>	<i>1</i>	<i>5</i>	<i>Principal technical representative</i>
<i>ii) Graduate engineer or Diploma Engineer</i>	<i>2 +2</i>	<i>2 or 5</i>	<i>Project/Site Engineer</i>
<i>iii) Licensed Architect. (B. Arch)</i>	<i>1</i>	<i>5</i>	<i>for planning and Arch design.</i>
<i>iv) Structural Engineers registered with MCGM. (M.E. (Struct.)/ B.E.(Civil))</i>	<i>1</i>	<i>5</i>	<i>for structural design</i>
<i>viii) Sociologist (Master in Social Work)</i>	<i>1</i>	<i>5</i>	<i>for formation of C.B.O. work</i>
<i>ix) Community Development Specialist(Bachelor in Social Work)</i>	<i>3</i>	<i>3</i>	<i>for formation of C.B.O. work</i>

(D) General Guidelines for Fixing Requirement of Technical staff for cost of the work ₹ 1.50 Cr. to ₹ 5 Cr.

Requirement of Technical Staff (of major + minor Component)		Minimum Experience	Designation
Qualification	No.		
i) Graduate Engineer	1	5	Principal technical representative
ii) Graduate engineer or Diploma Engineer	1 +2	1 or 5	Project/Site Engineer/Billing Engineer
iii) Licensed Architect. (B. Arch)	1	5	for planning and Arch design.
iv) Structural Engineers registered with MCGM. (M.E. (Struct.)/ B.E.(Civil))	1	5	for structural design
viii) Sociologist (Master in Social Work)	1	5	for formation of C.B.O. work
ix) Community Development Specialist(Bachelor in Social Work)	3	3	for formation of C.B.O. work

NOTES

1. "Cost of work", in table above, shall mean the agreement amount of the work.
2. Rate of recovery in case of non-compliance of the clause 1.9 stipulated at following rates:-

Sr.No.	Qualification	Experience(years)	Rate of Recovery
1	Project Manager with degree	10	Rs.30000/-p.m.
2	Graduate Engineer	5	Rs.25000/- p.m.
3	Graduate Engineer	2	Rs.15000/- p.m.
4	Diploma Engineer	5	Rs.15000/- p.m.
5	Architect Licenses	5	Rs.25000/- p.m.
6	Structural Engineers registered with MCGM.	5	Rs.25000/- p.m.
7	Sociologist	5	Rs.20000/- p.m.
8	Site Supervisor registered with MCGM	2	Rs. 10000/- p.m.

- Note: (i) Above staff shall be increased proportionately if numbers of sites are beyond 10 at a time per contract.
- (ii) Contractor can change above technical staff with the sanction of Ward Ex Engineer and staff of NGO with the sanction of Asstt. Engr. (SWM) Ward. The qualification criterion will be mandatory in all respect.
- (iii) Master in Social Work (sociologist) shall always work directly under the Asst Commissioner of Ward for day to day working of formation & registration of CBO.
- (iv) If the services of personnel not on the pay role of either of the bidder are to be availed, their consent letters certifying availability for specific project- name of project and duration mentioned thereat shall be uploaded in the tender documents.
- v) Whenever any NGO consents for and becomes eligible for execution of more than one tender, whether with same contractor or different contractors, it shall be responsibility of the NGO as well as main bidder to have separate NGO staff for individual tender for which notarized undertakings on Rs.500/-stamp paper shall be submitted in packet 'B' by main bidder and NGO both separate.

1.10 TIME PERIOD OF THE PROJECT:

Entire project should be completed and delivered within **12 Months** of time from the date of award of contract **including Monsoon. (Twelve months including monsoon)**

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

Entire work shall complete in 12 Months including monsoon.

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

1.11 Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be imposed 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.

1.12 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 initiated against the contractor.

1.13 The amount of Security Deposit retained by the MCGM will be released after expiry of period up to which the contractor has agreed to maintain the work in good order. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by MCGM shall be adjusted towards the excess cost incurred by the Department on rectification work.

1.14 Action when whole of security deposit is forfeited:

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

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

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

Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

c) To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

d) In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by MCGM under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against MCGM even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

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

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

2. SUBMISSION OF TENDERS

A) PACKET-A

The Packet 'A' shall contain digitally signed scanned certified copies of the following documents-

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

- a) Valid Registration Certificate.
- b) Valid Bank Solvency Certificate of Minimum Solvency amount i.e. **Rs. 75,00,000/-** (as applicable) as governed by Registration Rules in force for respective Class of Contractor for Civil and M&E works.(Section 7 A- clause no 60,A)
- c) A document in support of Registration under GST Act 2017. Those who have not registered shall submit an undertaking to the effect that if they become successful tenderer, they shall submit GST 2017 Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.
- 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 MCGM.
- f) The bidders shall categorically provide their Email-ID in packet 'A'.
- g) Documents related to NGO.
 - i) Registration copy of NGO with charity commissioner.
 - ii) Notarized MOU with registered N.G.O.
- h) Consent letters from NGO, licensed Architect and Structural Engineers registered with MCGM.
- i) Copies of Valid licenses certificates of Architect, Structural Engineer registered with MCGM.
- j) List of technical / other personnel required for execution of contract.(as per stated in clause 1.9 of section - 6 of tender document)

NOTE:

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

B) PACKET – B

The Packet 'B' shall contain digitally signed scanned certified copies of the following documents –

- a) The list of similar type of works as stated in eligible criteria Sr.no.1.1 i.e. technical capacity completed during the last five years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed proforma (**Proforma – I**) shall be supported by the certificate duly self-attested. Documents stating that it has

successfully completed during the last five years at least one contract of similar works as stated in eligible criteria Sr.no.1.1 i.e. technical capacity.

- 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)** Similar documents mentioned in a & b of packet B above pertaining to NGO
 - i) 2 years profit loss statement of NGO
 - ii) Documents showing experience of programme publicity or welfare schemes of Municipal Corporations/ Govt of Maharashtra / Gov of India
- d)** 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).
- e)** The bidder shall submit undertaking on Rs. 500/- stamp paper that it is his/their sole responsibility to arrange the required machineries either owned/on lease or hire basis, at site before start of the work.
 - i)** The successful bidder shall make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder and, to that effect he will ensure commitment on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of MCGM.
- f)** Details of works in hand (Section -14 , Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
- g)** Details of Litigation history (Section -14 , Proforma VII)

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

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

- j) The tenderers shall upload work plan as per the following outline:
 - 1) GANTT chart/ PERT/ CPM chart showing the completion of work within prescribed time period, considering major activities.
 - 2) Organizational set up envisaged by the contractors.
 - 3) Plant & equipment proposed to be deployed for this work.
 - 4) Site Offices and Laboratories proposed to be set up.
 - 5) A note on how the whole work will be carried out (work plan including methodology).
 - 6) Quality management plan.
 - 7) All the activities included in the Scope of Work shall be covered in the work plan as well as undertakings mentioned thereat.
- k) The electrical /Mechanical works shall be got carried out by civil contractors through the contractors registered with MCGM. In electrical category information about the registered contractors shall be obtained from the office of Ch. Egg (M &E)/EE (Monitoring & registration cell). Attested scan copy of the valid registration certificate in electrical category shall be uploaded with the tender along with the undertaking from the registered electrical contractor stating his willingness to carry out tender work.
- l) The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to MCGM as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500/- stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
- m) The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to MCGM as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500/- stamp paper as per circular u/no.

Note:

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

C) PACKET – C

- a) Online tender filled in either percentage plus or minus (above or below), or at par. (There is no separate provision to quote % in physical form, this is a part in Header Data of online Tendering). For Packet ‘C’ tenderer (s) will fill data in ‘Item Data Tab’ in Service Line Item via Details and quotes his percentage variation figures. **(If entered ‘0’ it will be treated as ‘at par’.** By default the value is zero only).
- b) In the present tender separate % for toilet construction (including CBO formation etc.) i.e Part-A and desludging i.e Part –B are to be quoted.

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 Ward Executive Engineer G/North Ward. The format for rate analysis is annexed at (section 14 - Annexure –D)

2.1 BID SECURITY OR EMD

- a) 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.
- b) The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centre in MCGM Ward Offices.
- c) 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.
- d) The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- e) The Bid Security/ EMD of L-3 and downwards shall be refunded immediately after opening of financial bid but, the EMD/ASD submitted by the L-2 bidder will be returned after obtaining Standing Committee Resolution.
- f) Refund of A.S.D. of unsuccessful tenderer will be as per circular under no. MDD / 7878 dated 27.09.2016./CA(F)/42/dtd.28.03.2018.

2.2 The Bid Security may be forfeited:

- a) If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and/or
 - ii. Furnish the required Security Deposits.
1. The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
 2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Note:

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

a. Non-submission of following documents,

i. Valid Registration Certificate

ii. Valid Bank Solvency

iii. GST 2017 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,

c. No proper submission of experience certificates and other documents, etc

d. Non-Submission of Rate Analysis within three working days of opening of Packet-C.

II. Non-curable Defect shall mean

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

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

2.3 BID VALIDITY

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

2.4 DEFECT LIABILITY PERIOD

- a) The Contractor is expected to carry out the construction work in Workmen like manner so as to meet the requirement and specification for the project. It is expected that the Workmanship and materials will be reasonably fit for the purpose for which they are required.
- b) Defects or defective work is where standard and quality of workmanship and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which fail short of complying with the express descriptions or requirements of the contract, especially any drawings or specifications with any implied terms and conditions as to its quality, workmanship, durability, aesthetic, performance or design. Defects in construction projects are attributable to various reasons.
- c) Some of the defects are structural defects results in cracks or collapse of faulty defective plumbing, inadequate or faulty drainage system, inadequate or faulty ventilation, cooling or heating systems, inadequate fire systems etc. The defects could be various on accounts of different reasons for variety of the projects.
- d) The Engineer In charge shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work, the Engineer In charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to

rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineer In charge shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.

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

- f) **The DLP shall be as below:**

Defect liability period will be calculated from the date of completion certificate issued by ward executive engineer or handing over of each / individual community toilet block to CBO for actual use after execution of MOU ie from taking the possession which ever later, will be as under:-

- i. For general civil works work including Electrification, Plumbing works, over head polyethylene tank, Plaster, Painting, Tiling, Bore Well etc. defect liability period shall be 12 months.
- ii. For RCC works defect liability period shall be 60 months.
- iii. 120 months after completion of individual toilet block against leakages for the water proofing for terrace slab, Suction Tank, Septic Tank and toilet block and undertaking for the guarantee of water proofing for the period of 10 years will have to be submitted by the Contractor at the time of handing over of toilet block to the C.B.O.
- g) Also, in case of defect, the Engineer shall issue notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.
- h) It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the issue of 'Certificate of Completion', the 'Defect Liability Period' starts as mentioned above. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions

from the engineer to carryout repairs and fix any defects which appear in the Permanent Works. If the contractor does not ,due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by engineer is done.

2.5 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit

The security deposit shall mean and comprise of

- I. Contract Deposit and
- II. Retention Money.

- I. Contract Deposit** – The successful tender, here after referred to as the contractor shall pay an amount equal to **two (2) percent** of the contract sum shall be paid within thirty days from the date of issue of letter of acceptance.
- II. Retention Money** – The contractor shall pay the retention money an amount equal to **five (5) percent** of the Contract Sum which will be recovered from the contractors every bill i.e. interim / running / final bill. The clause of retention money will not be applicable M. & E. Department.

B. Additional Security Deposit

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

Additional security deposit = (X/100) * office estimated cost,

Where X=percentage rebate quoted above 12%

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

C. Performance Guarantee

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

Offer	PG applicable %
For premium, at par and rebate 0 to 12%	PG= 0.92 % x Contract sum Applicable for rebate of 12%
For rebate of 12.01 % and more	PG= (0.92% x Contract Sum applicable for rebate of 12%) +(X) x Contract Sum where X= percentage rebate quoted more than 12%.

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

The PG shall be paid in one the following forms.

- I) Cash (In case guarantee amount is less than Rs.10,000/-)
- II) Demand Draft (In case guarantee amount is less than Rs.1,00,000/-)
- III) Government securities
- IV) Fixed Deposit Receipts (FDR) of a Schedule Bank.

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

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

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

D. Refund of Security Deposit

i. Refund of Contract Deposit

The Contract Deposit shall be released within 30 days after completion of 3rd year of DLP and after issue of 'Defect Liability Certificate' subject to no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. No claim shall be made against the Balance Contract Deposit after the issue of Defects Liability Certificate.

ii. Refund of Retention Money

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

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

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

iii. Refund of Additional Security Deposit

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

iv. **Refund of Performance Guarantee**

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

Important Notes:-

Note:

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

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

Successful tender shall pay the Legal Charges +Stationary charges as per Circular no. CA/FRG/37 dtd 05.02.2018.

Sr.No.	Nature of Documents	Legal +Stationary charges in Rs.
	Legal Charges on Contract Agreement / Contract Value.	
1	Upto Rs.3,00,000/-	Nil
2	Rs.3,00,001/- to Rs.20,00,000/-	Rs. 830/-
3	Rs.20,00,001/- to Rs. 1,00,00,000/-	Rs. 3240/-
4	Rs.1,00,00,001/- to Any amount	Rs. 8070/- Maximum

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 Maharashtra Stamp Act 2015, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

(i)	Where the amount or value set forth in such contract does not exceed rupees Ten lakhs	Five Hundred rupees stamp Duty
(ii)	Where it exceeds rupees Ten lakhs	Five Hundred rupees plus 0.01% of the amount above Rs. 10,00,000/- subject to maximum Rs. 25,00,000/-

- II.** The successful bidder shall enter into a contract agreement with M.C.G.M. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- III.** Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favor of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.
- IV.** All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

G. IMPORTANT DIRECTIONS

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

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

- 2.** Applicants/Bidders shall refer [portal.mcgm.gov.in\](http://portal.mcgm.gov.in/tenders)tenders for “The Manual of Bid-

Submission for Percentage Rate/Item Rate Tender Document.” The detail guidelines for creation and submission of bid are available in the referred document.

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to **ae01maint.gn@gmail.com**. The subject shall clearly bear the following identification/ title: **"Queries/ Request for Planning, Designing & Construction of RCC Ground / Ground +1Community Toilet Blocks in slums of G/North Ward of MCGM.**

Additional Information: TENDER any changes in Email ID will be intimated on the portal.

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

In case of equal percentage of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by Assistant Commissioner G/North Ward or By Competent Authority decided by MCGM.

The bidder shall need to submit the additional ASD if applicable within 7 days after receipt of notification issued by Ward Executive Engineer G/North Ward.

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

SECTION. 7

SCOPE OF WORK

1.1 SCOPE OF WORK

The Tenderer/ bidder shall note that this tender envisages following works in general -

- 1)-Demolition of existing toilet blocks (wherever applicable)
- 2) Preparation of Architectural drawings & RCC design of proposed toilet blocks.
- 3) Construction of temporary toilet blocks.
- 4) Formation of CBO's by making programme publicity in the respective slum area.
- 5) Construction of community based toilet blocks having ground + 1/ ground
RCC Structure, consisting of RCC suction tank, septic tank or connecting to sewer line
- 6) Providing electric connection, water connection, borewell etc
- 7) Toilet block handing over to CBO by executing MOU with MCGM
- 8) Desludging of septic tank in every 3 month interval for subsequent three years.
- 9) Daily Operation and Maintenance by local community based organization (CBO) -(Refer Annexure E1 and L1 and Clause no. 20 of section no.7(B))

Notes:

1. All the works contained in the scope of work shall be carried out strictly as per relevant MCGM specifications applicable as attached or referred to, in this tender document.
2. The above is general description of the scope of work and actual work mentioned above shall be governed by BOQ and as directed by the Engineer-in-charge.
3. *List of Work:- The list of identified sites / locations data available with Assistant Commissioner G/North Ward office has been uploaded, however further details of identified sites and confirmation bidders may approach the Executive Engineer of G /North ward office.*

1.2 This is a Tender on percentage rate basis. The contractor is supposed to carry out the following works, the scope includes,

- a) The Contractor is to make all necessary arrangements for Utility shifting, diversion of flow for enabling the construction, dewatering and utility diversion
- b) Municipal Corporation of Greater Mumbai does not have site available for disposal of Debris /Demolition material / excavated earth. The Contractor shall dispose these materials properly on the plot /dumping ground at his own risk & cost. The contractor shall quote the tender keeping these in mind. The quoted rates of tenderer shall be deemed to include carrying out all temporary works etc. and removal of all temporary works after completion of construction to the entire satisfaction of the Engineer-in- charge. The contractor should take into account and make necessary arrangements for the safety of the adjoining structures.

SECTION 7 (A)
SPECIAL DIRECTIONS
TO
TENDERERS

A) SPECIAL DIRECTIONS TO TENDERERS -

- 1.** Detailed plans will be available for inspection in the office of Assistant Commissioner, North Ward Office.
- 2.** All the construction material shall be got tested from time to time from the Municipal laboratory / approved Govt. registered laboratory. The testing charges will be borne by the contractors/bidders.
- 3.** The excavated material, unserviceable material, debris from demolished site shall be transported/removed immediately from site for which the Dumping ground will not be provided by MCGM. Bidders will have to make their own arrangement for removing and transporting the excavated material, unserviceable material, debris from demolished site to the dumping ground at their own cost. No extra payment will be made to the bidders / contractors for the same. No royalty for excavation and transportation will be paid. Therefore, bidders/tenderers are to note above facts and quote accordingly.
- 4.** Wherever rock is met with, no extra payment will be made for excavation in rock/hard strata etc. Bidder/tenderer are to take note of this fact and quote accordingly.
- 5.** Every CBO shall have 33% female membership in executive committee (of C.B.O.)
- 6.** Prevailing rules, regulations, guidelines such as child labour, Minimum Wage Act, insurance etc. as applicable for civil works being executed in M.C.G.M. shall be applicable for this work.
- 7.** The plinth level shall be minimum 0.60 m above the existing ground level and floor to floor height shall be minimum 2.88 m or as directed by Executive Engineer G/North Ward as per site conditions.
- 8.** The contractor shall barricade with steel plates and provide lighting arrangement to the excavated trench properly and to be vigil and maintained till the completion of plinth of Toilet Block. The Contractor shall take utmost care to avoid any mishap on site. If the proper barricading/ any irregularity in barricading the trench is found on site, penalty of Rs.25000/- will be levied on contractor. The contractor shall barricade site immediately failing which further penalty of Rs.10000/- per day will be levied till the compliances. Any mishap due to such lapse during this course is entire responsibility of contractors. Barricades shall be provided as per guidelines in circular u/no.MGC/F/6342 dt.5th May 2018, Tenderers shall quote accordingly.
- 9.** The contractor can utilize the excavated material for back filling.
- 10.** In case of sewer line connection, necessary permission from S.O. deptt and concerned ward shall be obtained by the Contractor. All the trenches taken for laying of sewer line connection , Water service connection, Electrical connection or any other trench shall be

properly reinstated by the contractor as per the latest trench policy/Guideline without any additional cost. Bidder shall take note of this while quoting the tender.

11. Water connection for toilet block shall be obtained from concerned Ward A.E. (Water Works) as per BOQ of water connection.
12. In the case of scarcity of water or if water main is not available in vicinity, approval of DMC of respective zone shall be obtained for carrying out bore-well work. The bore well shall be carried out with prior permission from concerned A.E. (water works) & P.C.O. If Bore-Well is provided then water connection will not be provided for same toilet block.
13. Electric connection for toilet block shall be obtained from concerned service provider and as per BOQ of electric connection.

Demolition of Existing Toilet Block

14. Before carrying out demolition, the site shall be properly barricaded and utmost care shall be taken to avoid untoward incident of any nature. The live electric current should be cut off before demolition.
15. The desludging of existing septic tank should be immediately carried out.
16. Demolition shall be carried out with adequate manpower & machinery with all safety measures.
17. The debris/ malaba /demolished material has to be removed from site time to time to avoid inconvenience to local slum dwellers and unhygienic condition should not arise.
18. The serviceable materials of demolished toilet block like doors with frames, windows, RCC Jali if used for temporary toilet block appropriate rebate shall be taken. The remaining serviceable material shall be deposited in respective ward with due acknowledgement of every material. If the contractor desires to use it as his property necessary rebate shall be taken. However debris shall be removed prior to shifting of usable material unless permitted by engineer incharge.
19. The work of water proofing, plastering, tiling shall be carried out with use of OPC. Since the structure is to be constructed with M20 only.
20. Use of suitable admixtures to prevent corrosion in water tank and Septic tank is recommended. The structural engineer in consultation with Engineer in charge can decide appropriate admixture.
21. The stability certificates issued by R.C.C. consultant shall be supported by technical backups like S.B.C. material testing reports etc.

- 22.** Considering documentation requirement and vigilance dept.norms, photographs of site from specific angles to be taken and emailed to Ex.Engineer ward within 48 hours from taking photographs, at following stages:
- i. Existing site condition before starting of work showing existing toilet block/ open site in case of new toilet blocks
 - ii. Temporary toilets under construction stage and after completion.
 - iii. Demolition of existing toilets
 - iv. Foundation work in progress
 - v. Plinth level
 - vi. First slab and at every slab
 - vii. Water proofing of terrace slab and toilets
 - viii. Sanitary fittings
 - ix. Finishing
- 23.** If need arises and as directed by Engineer in charge, the contractor shall have to execute within the contract cost, the work of construction of R.C.C.community toilet block anywhere in Mumbai at same percentage quoted. No any claim for additional payment will be entertained. However if situation arises to give allotment of work to the contractor of other zone, central agency will look into it as zonal D.M.C. will not have purview on the contractor of other zone and decision of DMC (SWM) in this regard shall be binding to the contractor.
- 24.** The contract period is including period required for mobilization, procurement of material, traffic permission, NOC from Land owning authorities for works, also other required permission viz. erection of site office etc. and shall be reckoned from the date of issue of work order.
- 25.** All material required for the work can be stacked near the site of work in such manner so as not to cause any inconvenience to the pedestrian and vehicular traffic. If no space is available on site then tenderer(s) shall make his own arrangement for stacking of material etc. No extra payment will be made on this account.
- 26.** The contractors will have to obtain water connection for drinking purposes as per conditions in G.C.C. Extra water required for construction purposes will have to be brought by the contractors at his own cost and no extra claims on this behalf will be entertained.
- 27.** The Tenderer(s)/ Tenderer(s) shall note that first class quality of material & workmanship is expected.
- 28.** The Tenderer(s) shall procure all material required for the work form manufacturers with (ISI) certificates and according to M.C.G.M. specifications wherever applicable. Tenderer(s) shall submit manufacture's test certificate accordingly.

29. For minor details of R.C.C. work and whenever any modification is desired same have to be done according to the R.C.C. code of the M.C.G.M./ I.S. code and as directed by the Engineer-in-Charge.
30. The successful tenderer(s) will have to make his own arrangement at his own cost for the Electric power supply required for the work either by taking connection from Reliance energy Ltd./ M.S.E.B. / B.E.S.T. / TATA or arrange his own generators.
31. Contract Labour (Regulation and Abolition act 1970): The Tenderer(s) should specifically note that the successful tenderer(s) shall have to strictly comply with the entire statutory requirement under the provision of the Contract Labour (Regulation and Abolition) Act 1970 and with the Maharashtra State Contract Labour (Regulation and Abolition) Rules 1970 and indemnify the Corporation against any claim(s) whatsoever. Successful Tenderer(s) should obtain Registration Certificate from Labour Commissioner.
32. The Noise level shall be maintained within the permissible limit in silent zone area during construction activities by the Tenderer(s) as per the notification dated 14/01/2000 issued by the Ministry of Environment and Forests. (Condition is included as per circular u/no. C.E/PD/7788/I dated 07/11/2008).
33. The R.M.C. works required to be done under the captioned contract shall be got executed with the specified R.M.C. mixes supplied by M.C.G.M. approved R.M.C. plants. And wherever due to site constraints R.M.C.Works can not be executed OR difficult to execute in that case Mix design for Concrete works it is mandatory to contractor the mix design shall be got improved from competent authority i.e. Ward Executive Engineer G/North OR Municipal testing lab and same should be submitted to A.E.(Maint-I) office within 7 days.
34. If the Tenderer(s) excavates certain portion of the road and fails to reinstate the same within the stipulated time limit, as per the programme and or before 31st of May, the reinstatement will be got carried out at contractor's risk and cost through other agency in addition to further penal action.
35. All the excavated material belongs to the Municipal Corporation of Greater Mumbai and therefore shall be the property of Municipal Corporation of Greater Mumbai. It will be mandatory on the part of contractor to use this material in the execution of works under the instant contract or on any other sites of other contracts of M.C.G.M. as directed by the Engineer; if the quality of material is as per the specification. If any excavated material is used on construction sites then the remainder surplus earth OR if no excavated material is utilized on Municipal works then the entire surplus excavated earth / material including de-silted material shall be removed / transported from sites by the contractor within 24 hours; for which no separate payment will be made. If Municipal dumping grounds are not available for removal of surplus earth then the contractors shall make his own arrangements for removal / transportation / disposal of excavated surplus earth at his own risk and cost. It shall be distinctly noted that M.C.G.M. will not make any payment towards removal / transportation / disposal of surplus excavated earth including desilted material from construction site to either any Municipal dumping ground (If made available) or to contractors own dumping facility. The contractors shall take into account the fact while quoting.

36. The Tenderer(s) should note that during the execution of the work, debris etc, dumped on the public streets / places will have to be removed immediately after completion of the works or part thereof as per direction of the Engineer failing which the same will be got removed at their risk and cost.
37. The contractors shall display the boards giving information of name of the work, date of starting completion, Name of the department and contact telephone numbers. Non-compliance of this condition, a penalty of Rs. 1000/- per day per site shall be imposed on contractor.
38. The Tenderer(s) shall take photographs of site as and when directed by Engineer. The Photographs should be so arranged in the Register that original site position and finished site position of the same location should be vis-à-vis. The register should be duly signed by site-in-charge and Tenderer(s) fortnightly. Failure to abide this condition of Rs. 1000/- per photograph copy will be recovered from the contractor`s bill.
39. On Completion of the work, the contractors shall furnish free of cost 5 sets of final completion “As Built” canvas mounted Architectural and structural drawing (to the scale) drawings in AutoCAD along with the soft copy in CD, showing all the details checked and signed by the Engineer within 2 months of completion of works. The payment of final bill shall be made to the contractors after receipt of above sets. In case the contractors fail to submit the completion drawings, the same shall be got done through outside agency and cost of the same shall be recovered from the Tenderer(s) along with the penalty of Rs. 5,000/- per set of drawing.

40. BARRICADING:

- It will be entirely responsibility of the contractor to provide and install secure barricades on work sites; **wholly at his risk and cost.**
- Installing secure and continuous barricading is to ensure the safety of the road users/residents of vicinity etc. For all the excavations having depth more than one foot; exclusively metro barricades shall be provided. Due to non installation of barricades or due to inadequate installation of barricades on sites; if any accident occurs on site leading to injury or loss of life; then the contractors and contractor’s engineer will be liable for consequent action.
- Details of the work shall be prominently displayed in central panel of the barricades in following format

Name of work	
Contract Cost	
Date of starting	
Time Period	
Contractors Engineer Name	
Mobile Number	

NOTE: Barricades shall be provided as per guidelines in circular u/no.MGC/F/6342 dt.5th May 2018, Tenderers shall quote accordingly.

41. No dumping ground will be made available by M.C.G.M. for disposal of desilted /excavated /surplus earth material. The tenderer(s) shall have to make their own arrangement for disposal of desilted / excavated / surplus earth materials. Please note that

obtaining N.O.C. from Plot Owner for disposal of desilted / excavated / surplus earth materials on designated private dumping ground and dealing with all the consequences which may arise out of its utilization shall be the sole responsibility of the tenderer(s). All the necessary charges including payment of Toll fees, Royalty (if any), etc shall have to be borne by the tenderer (s).

42. PENALTY CLAUSES:-

- a) The Engineer not below the rank of Assistant Engineer is entitled to impose a penalty of **Rs. 2500/- per day** for each defective work/lapse, disobedience of orders of the officer not below the rank of Site Engineer. Penalty amount will be recovered from contractors running bill.
- b) If it is observed that, the Tenderer(s) carrying out the work fails to comply with the instructions given by the authorities at the A.M.C./M.C.'s level during execution of work twice, the work will be terminated and will be carried out at the risk and cost of the Tenderer(s) and penal action will be taken against them. This decision will not be arbitrable at all.
- c) The above mentioned condition will be in addition to the provision of relevant condition in the General Condition of contract.
- d) The stacked surplus excavated materials shall be removed immediately, failing which a penalty of **Rs.5000/- per day per spot** will be imposed.
- e) The dumpers carrying the surplus excavated/Demolished material shall be covered with Tarpaulin sheets during transportation in accordance with MSW 2000 rules and no separate payment shall be made for the same. If the tarpaulin cover is not provided on vehicle or is torn out or small one, a penalty of **Rs.5000/- per trip** for that vehicle will be imposed.
- f) All the vehicles transporting surplus excavated/ Demolished material, earth, rock etc to dumping ground shall be provided with a board showing "On Municipal Duty". If the board showing that the vehicle is "On Municipal Duty", is not provided a penalty of **Rs.1000/-** will be imposed for per vehicle per trip.
- g) The contractor shall have to take photographs. Failure to abide this condition , a Penalty of **Rs. 1000/- per photograph copy** will be recovered from the contractor's bill
- h) Tenderer(s) are requested to take cognizance of the child labour act and to take precaution not to deploy child labourers on the work. If child labourers are found deployed on the work, a **penalty of Rs. 5,000/- on the spot** will be imposed on the defaulting contractor and further action as deemed fit will be taken.
- i) If the site office with the necessary requirements is not provided within 15 days from the receipt of work order, **penalty of Rs.2000/- per day** will be imposed.
- j) The contractors shall provide proper safety gears to their staff, labors. Failure to provide safety gears as per above clause a **penalty of Rs.1000/- per labour per day** shall be imposed. The contractor will be fully responsible towards the safety of staff and labor for the entire Contract period.
- k) The Tenderer(s) shall implement anti-malarial measures. For each site during execution of works in case of failure to implement above measures a penalty of **Rs.5000/- per day** shall be imposed.

- l) The Tenderer(s) shall implement Fire safety such as fire extinguisher, sand buckets etc. For each site during execution of works in case of failure to implement above measures a penalty of Rs.5000/- per day shall be imposed.
- m) **Rebate for lead (manually):** - 1. Rebate for lead up to 150 Mts. For ground floor CTB is Rs.240/- and 2. Rebate for lead up to 150 Mts. For Gr.+1 & ~~Gr.+2 floor CTB is Rs.482/-~~
43. Web Connectivity:. Web connectivity in site office shall have minimum 1 MBPS Internet speed & 100% availability. Software should be intelligent. In case of connectivity failure it should maintain the pending files and send them as soon as it is connected. The Tenderer(s) shall make sure that the entire software and hardware solution is virus free.
44. Quantities of all items provided in the B.O.Q. may not be required to be executed depending upon site conditions. M.C.G.M. reserves right to make any changes in scope of work / reduction of part or whole work. The tenderer shall not be entitled to claim any damages/compensation etc. for less quantity executed or cancellation of whole work or part thereof.
45. Tenderer(s) shall pay building & other building worker welfare Cess @ 1% of construction cost as per Maharashtra State building & other building welfare Cess act 1996 to the M.C.G.M. in consultation with C.A. (Finance).
- a) If the contractor engages any machinery for collecting, carrying for lifting the silt from the Proposed work and if any damage appears to any structure belongs to anybody due to impact of machines or due to any reasons the contractors will have to make good or such damages without any extra cost to M.C.G.M.
46. Since the work under reference is time bound the work will have to be carried out beyond the normal specified working hours. (10.00 am to 5.00 pm) the tenderer(s) should make specific provisions for this contingency.
47. The successful tenderer(s) shall provide lorries/dumpers & machineries as per prevailing norms of Mumbai RTO dept.
48. All the necessary precautions, safety measures etc. for the contractors staff at the work site shall be the responsibility of the successful tenderer(s). The successful tenderer(s) shall also be liable for any injury to the life & damage to private, municipal or government properties if any caused by them during the operations connected with this work. In this if any legal issues arise in any term the contractors will be solely responsible for such kind of legal issues/disputes and M.C.G.M. will not be a party in this matter.
49. All the tenderer(s) are advised to visit the site of work so as to ascertain the scope of work required for effective execution of work & also to ascertain difficulties of accesses/approach road, traffic restrictions etc.
50. The tenderer(s) shall carry out the entrusted work as per BOQ and specification meticulously.

51. The tenderer(s) quoting/bidding for more than one work with respect to e-tender notice and intends to pay A.S.D. as specified in the tender then the tenderer(s) shall pay separate A.S.D. for each bid online before end date and time of bid submission. In case the A.S.D. submitted is more than the percentage quoted by the bidder, then the percentage quoted shall prevail.

52. For the purpose of working out current level of values for turnover, following multiplying factor shall be used:-

Sr.	Financial Year	Multiplying factor
1	2019-20	1.00
2	2018-19	1.10
3	2017-18	1.21
4	2016-17	1.33
5	2015-16	1.46
6	2014-15	1.61

53. Cost of Tendering-

The tenderer(s) shall bear all costs associated with the preparation, submission and uploading of his Tender, and the M.C.G.M. will in no case be responsible and liable for those costs.

54. Work Records: - All specified up to date site record should be maintained by the contractors. If the Tenderer (s) fails to comply with this condition, the penalty of Rs.1000/- per day per record will be imposed on the contractors.

<u>List of Registers</u>	
Sr. No.	Name of Register
1	Correspondence file
2	File containing drawings
3	Daily Progress Register
4	Instruction Register
5	Mix design file
6	Materials Testing Result file
7	Photograph file
8	Misc work register
9	Ready Mix Concrete Challan file
10	Cement Variation Register
11	Cement Register
12	Steel Register
13	Penalty Register.
14	Any other register as per directions of Engineer in Charge and as per the circular issued by the department of Ch.E. (Vig.).

NOTE :	From above list the registers applicable for the specified work shall be maintained. Also all the registers to be maintained as per format mentioned in the circular of Ch.E. (Vig.) including the intimation of progress report to be submitted to HOD and copy to Ch.E. (Vig.)
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- 55.** Minimum 2 security guards round the clock shall be provided on every worksite. A penalty of Rs 500/- per security guard per shift will be levied if the same is not provided.
- 56.** The per cent above or below quoted in this schedule shall hold good for all works done under this contract without reference to location of works or quantities.
- 57.** The contractors are particularly directed to observe from the specifications what is to be included in the rates for the several portions of the works and frame all their per cent above or below accordingly.
- 58.** After completing the work, completion plan shall be sent to the Executive Engineer of respective ward & after verification & acceptance, the whole of the work should be handed over to respective CBO for maintenance. A copy of the memo acknowledging the taking over of the work should be handed over to the Ex-Engineer in charge of the work.
- 59.** In respect of Filling in trenches with Municipal earth materials etc. in layers not exceeding 25cm. in loose thickness, watering etc. compacting by means of plate vibrator or a power roller to a depth not exceeding 2m. etc. complete as per New Road Specifications / trench guidelines effective from 01.02.2015.

60. A. Information regarding Classes –

Classes classified in M.C.G.M with limits of works, standing Deposit, amount of solvency prescribed for each class. :-

Class	Works Limit (Rs.)	Solvency Amount (Rs. in Lakhs)
	Rs.	Rs.
AA	Without Limit	60
A	Up to 3 Crores	30
B	Up to 1 Crores	20
C	Up to 50 Lakhs	15
D	Up to 25 Lakhs	10
E	Up to 10 Lakhs	5

Classes classified in M.C.G.M with limits of works, standing Deposit, amount of solvency prescribed for each class as per New Registration Rules 2015:-

Class	Upper Limit of Tendering (Rs.in Lakhs)	Minimum Solvency (Rs.in Lakhs)
I(A)	Without Limit	150
I(B)	2500	150
I(C)	1500	150
II	750	75
III	300	30
IV	150	15
IV(A)	90	09
V	50	05
V(A)	30	03
VI	15	02
VII	07	01
VIII	03	0.5
IX	02	0.25

B. Information regarding Classes – (Mechanical & Electrical categories)

Limit of cost of individual works, amount of solvency and amount of standing deposits prescribed for each class of Mechanical & Electrical categories as per registration rule 2016

Sr No.	Class of MCGM registration	Upper limit of cost of works for tendering	Minimum Solvency Rs. In lakhs
1	2	3	4
1	A	Without Limit	8
2	B	Up to 25 Lakhs	4
3	B1	Up to 15 Lakhs	3
4	C	Up to 10 Lakhs	3
5	D	Up to 7.5 Lakhs	1.5
6	E	Up to 2 Lakhs	0.5

61. A responsive tender is one, which confirms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation a material deviation or reservation is one-
- Which affects in any way the scope, quality or Performance of the work?
 - Which limits in any way, the employer's rights or the tenderer(s) obligation under the contract and inconsistent with tendering documents.
 - Whose rectification would affect unfairly the competitive position of other tenderer(s) presenting responsive tenders.
62. **Dumping Grounds** – Mention of the Municipal dumping sites in tender document does not cast any responsibility upon M.C.G.M. to make the same available to successful bidder. It all depends on availability of the dumping grounds. M.C.G.M. does not claim to make the Municipal dumping sites available to the successful contractor.
- M.C.G.M. does not assume any responsibility for providing sites for dumping ground for removal and transportation of surplus excavated earth material. In the event of Municipal dumping ground not available; the successful bidder shall have to make his own suitable arrangements for disposal of excavated surplus earth/ material / sludge material at his own risk and cost.
 - "M.C.G.M. will not make any payment towards transportation/ removal/ disposal of excavated surplus earth/ demolished material / sludge material from construction site to either Municipal dumping ground (if available) or contractors own dumping facility. Contractors shall quote accordingly".

- c) Nevertheless, M.C.G.M. reserves its rights to use surplus excavated materials for its own use anywhere in M.C.G.M. limits and the contractor will have to dump the material at any sites as decided and directed by the engineer in charge; no extra payment will be made on this account.

63. Tenderers shall have to follow the New Guidelines & Modalities for execution of Engineering Works circulated by Ch.E.(Vigilance) department u/no. ChE/Vig /1581/B dated 21.09.2016.

Digitally signed by Tenderer

All civil and electrical items/activity shall be carried out as per specification and as directed by Engineer In-charge

List of approved makes/ Brands of Various Building materials.

The Contractors shall refer to the approved brand list for using the materials for construction of toilet block as mentioned in the USR-2013 and USOR 2018 and with latest addendum in the USR list.

SECTION. 7 (B)

Contract Data

CONTRACT DATA

1. The following documents are also part of the Contract:
The Schedule of Operating and Maintenance Manuals
The Schedule of Other Contractors
The Schedule of Key Personnel

2. The Employer is

Name: Municipal Corporation of Brihanmumbai
Address: Municipal Head Office Bldg,
Mahapalika Marg, Fort
Mumbai – 400 001

Name of authorized Representative: Deputy Municipal Commissioner (Zone-II.)

The Engineer is

Name: Ward Executive Engineer (G/North) ward.

Address: _____,

Name of Authorized Representative: Assistant Engineer (Maintenance) G/North Ward.

3. The name and identification number of the Contract is (Bid no –)
Planning, Designing & Construction of RCC Ground / Ground +1storied Community Toilet Blocks in Beat no.185 & 186 of “G/North” ward

4. The Works consist of

Programme publicity, formation of Community Based Organization (CBO), Planning, and Designing & Construction of RCC community toilet block including handing over the toilet block to C.B.O.

- i) The Start Date shall be 15 (fifteen) days from the date of “issue of notice to proceed with the work.” for the contract as a whole.
- ii) The start date for individual toilet block is 15 days after the issue of work order. The intended completion date for the whole of the works shall be 12 months (inclusive of monsoon) from the start date. In this tender construction period for individual RCC toilet blocks up to 20 seats shall be 6 months, from 21 to 40 seats it shall be 9 months, 41 seats onwards it can be 12 months irrespective of whether Gr +1 or ~~Gr + 2 storied structure~~ (inclusive of CBO formation). However, in case the sites are in dense slums or in hilly area and need more time for construction, the decision of time period for individual PO shall be taken by concern Ward Executive Engineer with approval of zonal D.M.C, maximum extra time 2 months be permitted.
- iii) The time period within which the Contractors shall submit a Programme of the entire project shall be 14 days from letter of acceptance of works.

5. The language of the Contract documents is English.
6. The law which applies to the Contract is the laws of Union of India/Mumbai jurisdiction
7. The currency of the Contract is Indian Rupees.
8. This contract is unique in nature in a way that there are predefine sites but some of them can change as per requirement of respective ward. It is expected that sites will be handed over to contractor immediately after issue of Letter of Acceptance of this Bid by respective ward.

9) Site Investigation Reports:

- a. E-Bidders are advised to visit the slum localities within the zone for collecting necessary information like access to sites, procurement of materials/lead, and availability of sewer connection, water connection, and geological strata/data before quoting the tender.
- b. Necessary soil investigation shall be conducted / carried out by the bidder and copy of the detailed soil investigation report shall be submitted to R.C.C consultant, Assistant commissioner of respective wards and one copy of the report in the office of the Dy. Ch.E (SSP) The cost of the soil investigation work shall be borne by the bidder and NO extra payment will be made for the soil investigation work.

10. The major activities covered under the proposed RCC Toilet Block works are:-

- i. Programme Publicity of the slum sanitation programme in slum community area and forming CBO.
- ii. Soil testing to ascertain the bearing capacity of strata, Planning and Designing of the toilet block from licensed Architect and licensed Structural designer respectively, submission of Architectural, RCC plans and drawings and obtaining approval of the same from competent authority.
- iii. Constructing temporary toilet blocks if necessary.
- iv. Demolition of the old toilet block if it is existing.
- v. Excavation (including removal) in any earth soil/rock/concrete/asphalt mix wherever necessary.
- vi. Construction of underground suction tank at **560 liters / seat** in M20 RCC mix including frame and covers.
- vii. Construction of septic tank for septic tank connected toilet blocks including frame and covers.
- viii. Construction of the toilet block as per sanctioned drawings from foundation to roof in M20 RCC including polyethylene overhead tank at **280 liters /seat** including MS Ladder and frame and covers, for Ground floor CTB no RCC stair case, only MS ladder up to roof , for ground +1 CTB staircase up to first floor level and ms ladder from first floor to roof, ~~For ground + 2 CTB RCC staircase up to 2nd floor level and MS ladder from 2nd floor level to roof will be provided and M.S. spiral staircase must be provided as a emergency exit for CTB where seats exceeds 20 seat per floor.(regarding separate access for male & female in G+ 2 toilet)~~
- ix. Toilet seats / W.C in Orissa make, one European WC for physically challenged persons, Brick masonry walls, caretaker space for counter internal tiling work to the

floors and dado work, cement plaster, RCC grills for the toilet seats, wash basin with mirror, exhaust fans, metered water connection from water main to the water tank and to the individual seats including water taps in each seat with all plumbing arrangements in CPVC pipes including traps, bends and fittings, metered electrical connection, external water proof cement paint, internal oil bound distemper, collapsible gates to entrances, water proofing, soil pipes from toilet seats to the disposal point including inspection chambers, traps, bends and fittings, Plinth protection with kota tiles to the surrounding area and polished kota to the external walls upto 0.75 m above ground, disposal arrangement from the toilet block to the septic tank and to the discharge point including overflow arrangements from septic tank to the disposal point by way of laying sewer lines including inspection chambers or laying of sewer lines for sewer connected toilet blocks including inspection chamber or manholes wherever necessary.

11. DIRECTIONS TO E-BIDDERS FOR PROGRAMME PUBLICITY AND FORMATION OF COMMUNITY BASED ORGANISATION (CBO) FOR RCC TOILETS

The contractor and N.G.O shall be responsible for the Programme Publicity of the slum sanitation programme in slum community area, community participation, health and hygiene education, planning of sanitation facility, design, construction of Toilet Blocks, training etc., hence the contractor shall follow the overall policy frame work and guidelines of the SSP which is attached in (*section 17- Annexure-E-1*)

12. DIRECTIONS TO E-BIDDERS FOR PLANNING DESIGNING & CONSTRUCTION OF A COMMUNITY RCC TOILET BLOCK

- a) It is proposed to carry out works of RCC type Toilet block as per the Bill of Quantities of respective tender.
These RCC toilet blocks may have two types of disposal system, as categorized below:-

Type 1: RCC + Ground + 1 and RCC + Ground + 2 with septic tank

Type 2: RCC + Ground + 1 and RCC + Ground + 2 with sewer line

Type 3: RCC ground floor with septic tank.

Type 4: RCC ground floor with sewer line.

- b) The Engineer reserves the right as to issue work order progressively.
- c) Then Ward Executive Engineer will issue a purchase order (PO) to the contractors for formation and registration of CBO within 45 days. If NGO/contractor fails to form the CBO within stipulated time of 45 days, a grace period of 15 days will be granted to contractor/ NGO by issuance of a letter to that effect, However, if the contractor fails to finalize and form CBO even during grace 15 days time period, a penalty at the rate of **Rs.500/- per day** from date of expiry of 45 days till the fifteen days thereafter and penalty of **Rs.1000/- per day** for the further period of fifteen days or till the date of formation of CBO whichever is earlier. These penalties shall be recovered from the running bills payable to the contractor. The decision of engineer regarding the penalty to be

imposed will be final and binding. If the NGO/contractor fails to form the CBO, no payment on account of formation of CBO shall be applicable notwithstanding the fact that efforts were made by them for formation of CBO.

- d) The contractor shall prepare an Architectural Layout of the proposed community toilet in consultation with the concerned ward Executive Engineer. The Architectural layout along with location sketch shall be prepared on the basis of the details given below. The Architectural drawing shall be submit in A0 (A-Zero) size blue print or AutoCad sheet in 5 set as per Standard Engineering Practices.
- e) The contractor shall submit the final layout including water supply arrangement, electrical installation drawing, etc. to the Engineer duly countersigned by the CBO's representatives.
- f) Once the Architectural layout is approved by the MCGM, the contractor shall submit the R.C.C. drawings along with design calculation from Registered Structural Engineer and shall submit mix design as well as cube test results for the mix design.
- g) After the submission of R.C.C. drawings, the contractor shall start the construction work in accordance with structural drawings with details.
- h) The contractor shall submit the stability certificate from the Registered Structural Engineer at plinth level & each slab level inclusive of roof level of the toilet block or as required by the Engineer.
- i) After completion of whole toilet block the contractor shall submit completion drawings along with drainage layout and electrical installation arrangement marked on the drawings. Drainage/plumbing arrangement certified from licensed plumber as approved by MCGM shall be submitted on completion of work. Also each completion drawing shall be signed along with seal of CBO & Architect. Completion drawings shall contain name of Architect, License Plumber, and License Electrician with their license / registration Number there on. Only after the completion certificate accepted by Ex.Engg (Ward) and the letter issued to that effect to the contractor, it shall be considered that the work is completed. The concern Sub Engineer and Asstt. Engineer (SWM) Ward with CDO shall see to it that site is not handed over for operation to CBO unless the completion certificate issued by the Ex.Eng (Ward). The concern Ex. Eng. shall ensures that each and every work including plumbing, water connection, electricity connection etc. are completed before issue of completion certificate.

13. Typical Layout Plans:

The typical layout plans -Section 16 of Typical Drawings.

14. Design Parameters:

The community toilet shall be designed on the basis of the following:-

The number of facilities required shall be worked out as per the norms for users per day as is given below in Table No.1.

TABLE 1: NUMBER OF W.C. BATHS, URINALS, CSP

Particulars	W.C.	Urinal Units	Other Facilities
Male	One seat per 35 for Male users,	Gents urinal 4 (as per available site condition & requirement)	1. Washing place in Gr.+2 store Children squatting Pan as per requirement & site condition 2. One European seat for physically challenged users.
Female	One seat per 25 for Female Users	Ladies urinal 2 (as per available site condition & requirement)	3. One urinal = 250 personals (Ladies or Gents) 4. Ramp should be constructed in every block as per the latest guidelines of MCGM/StateGovt./Central Govt.

Note: The above criteria/design of one seat for 35 male users in present. In future changes in the design/criteria may be accordingly done as per revised guidelines/changes which to be noted.
A European WC shall be accessible from outside for 24 X 7

At least the existing number of facilities shall be provided in the proposed toilet where the demolition of the existing toilet has been proposed.

ii. Size of the Facilities:

The minimum internal sizes of various facilities are as follows:

W.C. & Ladies urinal	900 mm x 1200 mm
Urinals (Gents)	600 mm x 675 mm

Total area of RCC community toilet block shall not exceed 4.50 sq.m./ seat for Sewer/ Septic Tank. Including common passage, Staircase etc.

iii. Circulating Area :

Circulating area (free area for users to move inside the toilet block) having 1.20 m to 2.5 m clear width, shall be provided with adequate light and ventilation.

iv. Caretaker Space:

Space for caretaker / counter for caretaker shall be provided at ground floor / first floor /second floor level as per type of toilet block to be constructed.

v. **Water Supply:**

The size of water connection will be decided by the Hydraulic Engineers Department depending upon the pressure and hours of the water supply. The water connection from the supply main will be made by the MCGM. Providing and fixing Chlorinated Polyvinyl Chloride pipe with fittings from the supply main to the proposed site shall be done by the contractor including pumping arrangement and piping work in the toilet block.

A permanent metered connection shall be provided for the toilet block. The contractor shall provide the required water meter along with the chambers according to the rules of the Hydraulic Engineer's Department. All the charges and necessary deposits required to be paid to M.C.G.M. for making water connection to the RCC community toilet block shall be paid by contractor. The MCGM/ Engineer shall issue recommendatory letter to the concerned authority. The cost of making water connection for construction purpose as well as for providing permanent metered connection shall be borne by the contractor including providing and laying CPVC. pipes from the water main to the toilet block, charges for testing water meter, providing and fixing water meter.

To ensure adequate and continuous water supply, the capacity of the underground storage tank shall be worked out on the basis of 560 litres. per W.C. seat and the Over head tank will be half the capacity of the underground storage tank i.e. 280 liter/seat. If adequate water supply is not guaranteed by the concerned water department, on demand of the C.B.O. and after approval of the Engineer a bore well shall be provided near the location of the toilet block. A geological study should be carried out to ascertain availability of the adequate water source.

vi. **Light & Fans :**

The toilet block shall be well lighted by providing the common light point in the passage and it may be provided for four to five units of w.c. cubicles by limiting the partition wall 150 mm above door height. Preferably the switch board shall be nearer to caretaker's counter, for easy operations. Required number of exhaust fans at least one in each compartment shall also be provided for effective ventilation.

vii. **Disposal System:**

Arrangement for disposal of sewage from the toilets shall be provided with priority for connection to sewer. If there are no sewer line in the vicinity, toilet block should be connected to the septic tank.

viii. **Site Development :**

The layout of the community toilet shall be so prepared that sufficient open space is available for Tree Plantation/ Gardening, all around the community toilet to improve its aesthetic view and to make the surrounding area pleasant and attractive.

15. Types of the Structure :

Toilet block shall be R.C.C. Frame type structure. It shall be designed keeping in view that the minimum life span of the structure shall be 30 years or more. The concrete used for the R.C.C. work shall be M20 Grade.

16. Anti termite treatment to soil (Pre-construction):

- (a) Time of application: Soil treatment should start when foundation trenches and pits are ready to take mass concrete in foundations, laying of mass concrete should start when the chemical emulsion has been absorbed by the soil and the surface is quite dry. Treatment should not be carried out when it's raining or when soil is wet with rain or sub soil water.

In the event of water logging of foundations, the water shall be pumped out and the chemicals emulsion applied when soil is absorbent.

- (b) Treatment of column pits well trenches and Basement excavation:- The bottom surface and the sides (upto a height of about 300mm) of the excavations made for column pits, wall trenches and basements shall be treated with the chemical at the rate of 5 lit/m² of surface area.

After the column foundations, well foundations and the retaining walls of the basement come up the back fill in immediate contact with the foundation structure shall be treated at the rate of 15 lit/m² of the vertical surface of the sub-structure, for each site to. If water is used for ramming the earth fill the chemical treatment shall be carried out after the ramming operation is done by rodding the earth at 150mm centers close to the wall surface, and supplying the chemical with the above dose. The earth is usually returned in layers and the treatment shall be carried out in similar stages. The chemicals emulsion shall be directed towards the concrete or masonry surface of the columns and walls so that the earth in contact with these surfaces is well treated with the chemical.

- (c) Treatment for R.C.C. framed structure: This treatment is necessary to start from the bottom of excavation for columns and plinth beams. The treatment shall start at the depth of 500mm below ground level. From this depth, the backfill around the columns, beams and R.C.C. basement walls shall be treated at the rate of 15 lit/m² of the vertical surface.

Other details of treatment shall be as stated above.

- (d) Treatment of top surface of plinth filling: The top surface of the fittings earth within plinth wall shall be treated with Chemical emulsion at the rate of 5 lit/m² of the surface before the rubble soling or sub grade is laid. If the filled earth has been well rammed and the surface does not allow the emulsion to seep through; holes upto 50 to 75mm deep at 150mm center both ways may be made with crow bars on the surface to facilitate saturation of the soil with the chemical emulsion.

- (e) Treatment at the junction of the wall and the floor: Special care shall be taken to establish continuity of the vertical chemical barrier of inner wall surfaces from ground level upto the level of the filled earth surface to achieve this a small channel 30 + 30mm shall be made at the junction of wall and column with the floor before laying the sub grade or rubble and rod holes made in the channel upto the ground level 150mm apart and the iron rod moved backward and forward to break up the earth and chemical emulsion poured along the channel at the rate of 15 lit/m² of the vertical wall or column surface so as to soak the soil right to bottom. The soil should be tamped back into place after this operation.
- (f) Treatment of soil along external perimeter of building: After buildings is completed, provide holes in the soil with iron rod along the external perimeter of the building at intervals of about 150mm and depth 300mm and filling these holes with chemical emulsion at the rate of 15 lit/m² of the perimeter wall.
- (g) Treatment of surrounding pipes, wastes and conducts: When pipes wastes and conducts enter the soil inside the area of the foundation the soil surrounding the point of entry shall be loosened around each leak pipe, waste and conduct for a distance of 150mm and to a depth of 75mm before treatment is commenced when they enter the soil external to the foundations, they shall be similarly treated unless they start clear of the walls of the buildings but about 75mm for a distance of over 300mm.
- (h) Treatment for expansion joints: Expansion joints at ground floor level are one of the biggest hazards for termite infestation. The soil beneath these joints shall be received special attention when the treatment mentioned in para (d) is carried out. This treatment should be supplemented by treating through the expansion joint after the sub-grade of rubble has been laid at the rate of 2 lit/m² linear meter.
- (i) Out of four chemicals below only one shall be used for anti termite treatment to the soil with the concentration mentioned below:

	Name of Chemicals	Proportion to mix concentration by weight
1.	Dieldrin emulsifiable concentrates	0.5%
2.	Aldrin emulsifiable concentrates	0.5%
3.	Heptachlor emulsifiable concentrates	0.5%
4.	Chloradence emulsifiable concentrates	1.0%

This material (chemical) will have to be tested in Municipal laboratory before using on the site at the cost of the approved agencies. Site incharge will have to tally the results as stated above, before using the same. The approved agency will have to give ten years guarantee for the treatment carried out. In case of shortage / non-availability of above chemicals any other

equivalent chemical may be used with prior approval of Engineer, for which no extra payment will be considered.

17. Description of Various items required for Construction of toilet blocks.

A) Flooring and Cladding (Dado) Material:

The material for flooring and dado work shall be used as per schedule given below in Table

TABLE: FLOORING & DADO MATERIAL

	W.C.	Urinal	Circulating Area/Passage Internal Wall	Remarks
Flooring	Ceramic Tiles	Ceramic Tiles	Polished Kota	1.8 mtr height green marble partition shall be provided in urinals and 15 mm CPVC pipes with cock. Tiles & dado shall not be more than of size 0.3 x 0.3 Meter.
Cladding of Dado	Ceramic Tiles	Ceramic Tiles	Ceramic Tiles	
Height of Dado work	2.10 m	2.10 m	2.10 m	

B) Doors & Windows:

Schedule for doors & Windows and other components is as follows:

i) Doors:

- a) Main entrance doors for Ladies & Gents Compartment each shall have collapsible gate having material as specified under Description of Items.
- b) Outer entrances shall be provided with collapsible gates.
- c) FRP frame and door shall be provide to W.C. Block.

ii) Windows:

- a) All ventilators shall be of RCC grill type.
- b) Sanitary & water fixtures :

Requirement for sanitary appliances are as follows:

C. Squatting Pan:

The squatting pan shall be made from ceramic and be of slow flush design. Clear space between the rear edge of the pan and wall shall range from 230 mm to 300 mm. Other requirements of squatting pans shall conform to IS 2556 (Part 1) 1994 and IS 2556. (Part 3)1994. Orissa type W.C. pans shall be provided to all toilet blocks. Minimum size of Orissa type W.C. pan shall be 58 cms.

h)Traps for Squatting Pans :

The traps shall be of a 20 mm water seal.

D. Wash Basins:

White Vitreous China Wash basin size 630x450 mm with a single 15 mm C.P. brass pillar taps

.18. General Requirements of the Toilet Block :

General requirements are as follows:-

- 1) The counter for the attendant shall be located to have overall control, with green marble top.
- 2) There shall be separate entrance for ladies compartment and gents' compartment. A ramp shall be provided for physically challenged users' alongwith M.S.Railing.
- 3) The urinal block for gents shall have independent entry & it shall be provided with 0.75 m green marble/ Granite partitions of the height of 1.8 m. The channel for disposing urine shall have proper slope. The arrangement for water supply shall also be provided for day to day regular cleaning.
- 4) The flooring shall be provided with proper slope to avoid stagnation and accumulation of water. Floor traps shall be provided wherever it is necessary.
- 5) All the plumbing work shall be done in Best Quality Chlorinated Polyvinyl Chloride (CPVC)
- 6) All the drainage pipes (rain water, soil pipes and vent pipes) & fittings of UPVC of ISI mark shall be used. All the waste water outlets shall be connected through gully traps. Nahani traps with Jali to be provided to wash basins and urinals.
- 7) The inspection chambers shall be constructed as per specification.
- 8) The water proofing treatment to terrace shall be done with brick bat coba with China Mosaic Chips top layer as per specification.
- 9) Electrical connections with tripping arrangement shall be provided.
- 10) Plinth protection for average width of 1.0.meter around the periphery of the toilet block with 23 cm dry rubble packing and 10 cm thick concrete in proportion 1:2:4 / M 15 grade shall be provided along with rough Kota tile .
- 11) In addition, polished Kota stone tiles as approved by ward Ex. Engineer to a height of 0.75 m above the ground level shall be provided to external walls all along the periphery of the toilet block.

Construction of temporary toilet block

- 12) The temporary toilet block shall be constructed for half of demolished toilet seats or as per Engineer's Instructions or as per site in charge instructions.
- 13) The 230 mm thick brick work for external wall shall be carried out with common burnt

Clay non-modular bricks of class designation 7.5 in superstructure above plinth level up to all floor level in all shapes and sizes in: Cement mortar 1:4.

- 14) The 150 mm thick brick work for internal wall shall be carried out with common burnt clay F.P.S. (non modular- 150 mm width) bricks of class designation 7.5 in Superstructure above plinth level up to all floor level (Fire Proof Specification) in all shapes and sizes in : Cement mortar 1:4
- 15) Temporary toilet block shall be constructed with Indian Orissa pan with necessary drainage arrangements including gully trap, s w pipe, inspection chamber, soak pit etc.
- 16) Roof to temporary toilet block shall be provided with GI pipe purlin and 6 mm thick Non-asbestos high impact Polypropylene reinforced cement corrugated sheet of approved make conforming to IS : 14871-2000 laying the same in position as per the stipulation in IS:3007-1991 using 8 mm dia. polymer coated iron L or J hook bolts, galvanized iron & bituminous washers ,or self drilling fasteners and EPDM washers, galvanized iron clamps, nuts and bolts etc.
- 17) All the items considered in estimates are tabulated in section 15(A) of the tender document and shall be executed as per specifications of the items.
- 18) Items other than USOR regarding NGO activities shall be followed as per section 15(A) of the tender document.

19. Quality Assurance:

The work shall be carried out as per specifications and under the supervision of Licensed Architect, Registered Structural Engineer, Licensed Plumber, Licensed Electrician appointed by the contractor for the work along with M.C.G.M. staff.

A Pour card shall be maintained before casting of the major concrete members (format attached separately in – section 17). All the construction material viz. cement, steel, sand, metal, bricks, water etc. should be tested in Municipal Laboratory at Worli.

20. Operation and Maintenance:

The contractor shall provide to the CBO an operational guideline for further maintenance of the toilet block which includes de-sludging the tank and address of the MCGM's office and contractor office that will be providing the services. The contractor's N.G.O. shall carry out field/site visits for a period of FIVE year after handing over the toilet block to C.B.O. on quarterly basis or as suggested by the Engineer to keep watch over operation and maintenance of the toilet block. The information should then be submitted to the Asstt. Commissioner (Ward) in the proforma prescribed (in section 17, Annexure M-1) for the same to assess the performance of the local C.B.O.

The appointed contractor shall carry out desludging of such CTB, after handing over to the local CBO for period of 3 years (3 months interval) for which ward Executive Engineer will be pay the cost to contractor SWM revenue budget ward wise.

21. Other requirements:

- a) Any damage to municipal property / private property / utility during course of construction of toilet block, if any will be restored by the contractor at his own cost.
- b) The outlet of the overhead tank shall be provided with proper vent arrangement. The overflow pipe of overhead tank shall be provided with mosquito proof jali.
- c) Proper Vent arrangement shall be provided to septic tank by fixing vent pipes.
- d) Intercepting trap chamber shall be provided before connecting the toilet block to the main sewer line.

SECTION 8
BILL OF QUANTITIES

Sr. No	Item No	Description of Item	Unit	Total Qty.	Rate	Amount
1	R2-SBM-1	CARRYING PROGRAMME PUBLICITY OF THE SLUM SANITATION PROGRAMME IN SLUM COMMUNITY AREA & FORMING CBO	NOS	7.00	136862.00	958034.00
2	R2-SBM-11.2.1	DEMOLITION OF OLD EXISTING TOILET BLOCK.	SIT	150.00	9020.00	1353000.00
3	R2-SBM-11.2.2	DEMOLITION OF OLD EXISTING RCC TOILET BLOCK	SIT	0.00	14217.00	0.00
4	R2-SBM-3	CONSTRUCTION OF GROUND FLOOR TEMPORARY TOILET BLOCK	SIT	101.00	47386.00	4785986.00
5	R2-SBM-4-A	PDC OF RCC FRAMED TYPE G+1 FLOOR AND G+2 COMMUNITY TOILET WITH SEPTIC TANK.	SQM	0.00	36657.00	0.00
6	R2-SBM-4-B	PDC OF RCC FRAMED TYPE G+1 FLOOR AND G+2 COMMUNITY TOILET WITH SEWER LINE.	SQM	653.40	32145.00	21003543.00
7	R2-SBM-11.5-A	PDC OF RCC FRAMED TYPE GROUND FLOOR COMMUNITY TOILET WITH SEPTIC TANK.	SQM	208.00	50174.00	10436192.00
8	R2-SBM-11.5-B	PDC OF RCC FRAMED TYPE GROUND FLOOR COMMUNITY TOILET WITH SEWER LINE.	SQM	45.00	45159.00	2032155.00
9	R2-SBM-7	PROCURING METERED WATER CONNECTION IN NAME OF CBO FROM HE	JOB	7.00	60000.00	420000.00
10	R2-SBM-8	PROCURING POWER CONNECTION IN NAME OF CBO FROM CONCERNED AUTHORITY.	JOB	7.00	18000.00	126000.00
11	R2-SBM-9	PROVIDING BOREWELL (TUBE WELL) FOR COMMUNITY TOILET BLOCK	MTR	125.00	2870.00	358750.00
12	R2-SBM-11.11	P/L ADDITIONAL LENGTH FOR SEWER CONNECTION	MTR	50.00	26242.00	1312100.00
13	R2-SBM-11.12	P/L ADDITIONAL LENGTH FOR WATER CONNECTION	MTR	750.00	1588.00	1191000.00
14	R2-SBM-11.13-A	LEAD FOR TRANSPORTATION OF CONSTRUCTION MATERIAL MANUALLY FOR GR. FLOOR CTB	MTR	150.00	754.00	113100.00
15	R2-SBM-11.13-B	LEAD FOR TRANSPORTATION OF CONSTRUCTION MATERIAL MANUALLY FOR GR+1 AND GR.+2 FLOOR CTB	MTR	600.00	1663.00	997800.00
16	R2-SBM-11.10	MECHANICAL DE-SLUDGING OF SEPTIC TANK OF ANY SIZE WITH A DREDGING PUMP OF CAPACITY ATLEAST 1 HP.	SIT	554.40	2076.00	1150934.40
					Total	46238594.40

SECTION 9
GENERAL CONDITIONS OF
CONTRACT

General Conditions of Contract

A. General

1. Definitions

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

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

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

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

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

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

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

Note : The contract sum shall include the following –

- In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the Contractor’s percentage.
- In the case of item rate contracts, the cost of the work arrived at after finalization of the quantities shown in schedule of items / **quantities** by the item rates quoted by the tenderers for various items and summation of the extended cost of each item.
- In case of 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 plus Price Variation. This cost shall be included in the letter of acceptance.

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

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

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

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

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

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

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 MCGM.

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 Ward Executive 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 a thing of whatsoever nature required for the execution and completions of the Works and the remedying of any defects therein, but does not include plant material or other things intended to form or forming part of the Permanent Works.

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

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

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

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

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

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

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

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

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

A Nominated Sub-Contractor is a person or corporate body who has a Contract with the

Contractor to carry out a part of the construction work and/or routine maintenance in the Contract, which includes work on the Site.

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

Variation means a change to the:-

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

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

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

2. **Interpretation**

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

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

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

3. **Engineer's Decisions**

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

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

4. **Delegation**

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

5. **Communications**

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

6. **Subcontracting**

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

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

- a. the sub-contracting of any part of the Works for which the Subcontractor is named in the Contract;
- b. the provision for labour, or labour component.
- c. the purchase of Materials which are in accordance with the standards specified in the Contract.

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

- The Contractor shall not sub-contract the whole of the Works.
- The permitted subletting of work by the Contractor shall not establish any contractual relation- ship between the sub-contractor and the MCGM and shall not relieve the Contractor of any responsibility under the Contract.

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

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

7. **Other Contractors**

- 7.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 7.2 The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow and safety of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

8. **Personnel**

- 8.1 The Contractor shall employ for the construction work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.
- 8.2 The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.
- 8.3 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.
- 8.4 The Contractor shall not employ any retired Gazette Officer who has worked in the Engineering Department of the MCGM /State Government and has either not completed two years after the date of retirement or has not obtained MCGM/State Government's permission to employment with the Contractor.

9. **Employer's and Contractor's Risks**

- 9.1 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**

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

11. **Contractor's Risks**

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

12. **Insurance**

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

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

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

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

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

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

13. **Site Investigation Reports**

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

14. **Queries about the Contract Data**

14.1 The Engineer will clarify queries on the Contract Data.

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

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

15.2 The Contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of

works as per specifications. The Contractor shall deploy the equipment and machinery as required in the contract.

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

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

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

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

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

17. Approval by the Engineer

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

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

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

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

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

18. Safety

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

- Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.

18.2 Safety Programs:-

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

III. Monitor day to day implementation of safety procedures.

18.3 **First Aid Facilities:** -

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

19. **Discoveries**

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

20. **Possession of the Site**

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

21. **Access to the Site**

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

22. **Instructions**

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

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

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

The Engineer shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the Engineer may also alter or vary the levels or position of nature of works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided under condition no.10(a) hereinafter.

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

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

B. Time Control

23. Programme

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

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

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

stage of the programme.

- 23.3** An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 23.4** The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 23.5** The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

24. Extension Of Time In Contracts :

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

a) Extension attributable to MCGM

- i. **Extension Due To Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case **should not be less than 30 days before the expiry of the date fixed for completion of the works.**
- ii. **Extension For Delay Due To MCGM:** In the event of any failure or delay by the MCGM to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the MCGM due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the MCGM may grant such extension(s) of the completion date as may be considered reasonable.

Note: For extension of time period as governed in (i) and (ii) above, any modifications in design/drawings, specifications, quantities shall

be needed to be justified with recorded reasons with approval of A.C. ward and respective Zonal DMC for not anticipating the same while preparing estimates and draft tender.

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

For the purpose of this Clause, the contract value of the works for which extension is being granted, shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued

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

25. **Delays Ordered by the Engineer**

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

26. **Management Meetings**

- 26.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.
- 26.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

27. Quality Control

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

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

27.2 Notice To Be Given Before Work Is Covered Up

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

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

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

27.4 Ready Mix Concrete/ Asphalt Mix

- (i) The contractor shall have to arrange Ready Mix concrete (RMC)/Asphalt from RMC/ASPHALT producing plants registered with MCGM.
- (ii) The contractor shall, within 7 days of award of the work, submit a list of at least three RMC/Asphalt producers with details of such plants including details and number of transit, mixers & pumps etc. to be deployed indicating name of owner/company, its location, capacity and technical establishment.

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

- (iii) The Engineer-in-charge reserves the right to exercise control over the:-
 - a) Calibration check of the RMC/Asphalt plant.
 - b) Weight and quantity check on the ingredients, water and admixtures added for batch mixing for RMC plants
 - c) Time of mixing of concrete/grade of asphalt.
 - d) Testing of fresh concrete/asphalt mix, recording of results and declaring the mix fit or unfit for use. This will include continuous control on the work ability during production and taking corrective action, if required.
 - e) For exercising such control, the Engineer-in-charge shall periodically depute his authorized representative at the RMC/Asphalt plant. It shall be responsibility of the contractor to ensure that all necessary equipment, manpower & facilities are made available to Engineer-in-charge and or his authorized representative at RMC/Asphalt plant.
 - f) All required relevant records of RMC/Asphalt mix shall be made available to the Engineer-in-charge or his authorized representative. Engineer-in-charge shall, as required, specify guidelines & additional procedures for quality control & other parameters in respect of material production & transportation of concrete mix which shall be binding on the contractor & the RMC/Asphalt plant. Only concrete as approved in design mix by Engineer-in-charge shall be produced in RMC plant and transported to the site.
 - g) The contractor shall have to produce a copy of challan receipts/SCADA reports/VTS reports as issued by the RMC/Asphalt plant as a documentary proof in lieu of supply of RMC/Asphalt mix before releasing payment.
 - h) ***Rebate of Rs. 1000/- per Cu. M. shall be taken for non-using the RMC.*** And wherever due to site constraints R.M.C.Works can not be executed OR difficult to execute in that case Mix design for Concrete works it is mandatory to contractor the mix design shall be got improved from competent authority i.e. Ward Executive Engineer

G/North OR Municipal testing lab and same should be submitted to A.E.(Maint-I) office within 7 days.

28. Identifying Defects

- 28.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.
- 28.2 The Contractor shall permit the Employer's technical person(s) to check the Contractor's work and notify the Engineer and Contractor if any defects that are found.

29. Tests

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

- a. Carrying out the mandatory tests prescribed in the Specifications, and
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

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

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

- i. All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contractor himself.
- ii. The failed material shall be removed from the site by the contractor at his own cost within a week time of written order of the Engineer-in-charge.

- 29.3 **Setting of Site Laboratories (Applicable for works costing more than Rs,5 Crore:**

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

- 1) Set of Sieves as per I.R.C. /I.S.
- 2) Compressive Testing Machine(For new works)

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

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

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

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

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

31. **Uncorrected Defects and Deficiencies**

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

C. Cost Control

32. Variations

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

33. Payments for Variations

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

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

33.3 However latest circular in force will govern.

34. Cash Flow Forecasts

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

35. Payment Certificates

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

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

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

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

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

- e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- g) The contractor shall submit all bills on the printed forms at the office of Engineer In- charge. The charges to be made in the bills shall always be entered at the rates specified in tender.

36. Payments:

The payment schedule is given below:

a) NGO Activity:

The payment for the NGO activity shall be paid along with the installment shown in 36-a) at the same rate as shown against the every stage therein depending upon type of toilet block. The payment for NGO activity shall be paid as per following table-

Installment	Stages	Percent of the amount to be paid for the individual toilet block
I	After formation of CBO & registration of CBO with Charity commissioner.	50%
II	After executing MOU & Handing over toilet block between MCGM & CBO.	50%

Note:- If existing CBO is working properly & ward executive engineer in consultation with AE (SWM) G/North feels to continue the same CBO then only 50% payment will be made to the contractor for NGO activity i.e. execution of MOU& Handing over toilet to CBO.

b) Construction Activity:**Toilet Block connected to Sewer line –**

Installment	Stages	Percent of the amount to be paid for the individual toilet block
I	Completion of Plinth Level	30%
II	Completion of First slab	10%
III	Completion of RCC work	15%
IV	Completion of brickwork and plastering work	15%
V	Completion of toilet block	15%
VI	Sewer, Water & electric connection, handing over to C.B.O. for commissioning	15%

Toilet block connected to Septic Tank –

Installment	Stages	Percent of the amount to be paid for the individual toilet block
I	Completion of Plinth Level	35%
II	Completion of First slab	10%
III	Completion of RCC work	15%
IV	Completion of brickwork and plastering work	15%
V	Completion of toilet block	10%
VI	Water & electric connection, handing over to C.B.O. for commissioning	15%

NOTE:-

- I. Plinth Level: All R.C.C. work upto plinth level including U.G. tank, footing, plinth beams, P.C.C. at plinth level, septic tank, etc.
- II. First Slab: All R.C.C. works including beams, columns, slab at first floor level complete.
- III. Completion of R.C.C Work: All R.C.C. frame structure with O.H. Polyethylene tank etc. complete.
- IV. Completion of brickwork and plastering: All brickwork, plaster of entire community toilet block complete.
- V. Completion Stage: All painting, fixing doors windows, R.C.C. Grills, all tiling work, plumbing work, internal electrification work and extension of electrical and water conduits upto connection point
- VI. Commissioning Stage: Water, electric & drainage connection & handing over of toilet block to C.B.O. **including signing Memorandum of Understanding.**

NOTE: 1) 'Area of toilet block' is built up area including (internal and external walls) which includes area for water closets (W.C.), urinals, squatting platform for children, European toilet area, passages and covered staircase (in the form of roof slab and side walls) utilized for approach to upper floors, roof. RCC Steps provided externally (uncovered) acting as staircase, Entrance steps, chajja or ramp etc. shall not be included while computing 'Area of toilet block' and need not be considered for extra payment. The bidders should account for the same while quoting the rates.

Unit rates and prices shall be quoted by the E-Bidder in Indian Rupee

- a) *Covered stair case area including covered external staircase up to its roof level, head room area will not be accounted for while computing 'Area of the toilet block'*
- b) M.S. Ladder will not be paid separately.
- c) The suction tank / overhead tank / septic tank will not be paid separately.
- d) Entrance steps /ramp to toilet block will not be paid separately and will not be accounted for while computing the 'built up area'/'Area of the Toilet block'.
- d) Cutout, court yards, chowks, etc. will not be accounted for while computing the built up area.

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

38. Tax

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

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

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

Note:-Refer Circular nos 1) CA/P/City / 28 dated 10.11.2017

2) CA/F/Pro/City/17 dated 06.09.2017

3) CA/F/Pro / 19 dated 15.09.2017

39. Currencies

All payments will be made in Indian Rupees.

40. Liquidated Damages

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

a) The liquidated damages for the individual community toilet block will be rupees 1000/- (Rs. One Thousand only) per day per community toilet block. The maximum amount of liquidity damages for the whole of work is 10 % of final contract price.

41. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the

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

D. Finishing the Contract

42. Completion of Construction and Maintenance

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

43. Taking Over

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

44. Final Account

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

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

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

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

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

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

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

4	Upto Rs.100 Crore	Rs.4 Crore or final bill amount whichever is more
5	More than Rs.100 Crores	Rs.7 Crore or final bill amount whichever is more

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

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

45. Operating and Maintenance Manuals

- 45.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 45.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

46. Termination

- 46.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 46.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
 - b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

- d) the Contractor does not maintain a Security, which is required;
 - e) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.
 - f) The Contractor fails to provide insurance cover as required under relevant clause.
 - g) If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the Contract.
 - h) If the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
 - i) Any other fundamental breaches as specified in the Contract Data.
 - j) If the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.
- 46.3 When either party to the contract gives notice of a breach of contract to the Engineer for a cause other than those listed above, the Engineer shall decide whether the breach is fundamental or not.
- 46.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 46.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

47. Payment upon Termination

- 47.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt due from the Contractor to the Employer.
- 47.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

48. Property

- 48.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance

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

49 Release from Performance

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

F. Other Conditions of Contract

50 Labour

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

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

51 Compliance with Labour Regulations

- a) During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.
- b) Furthermore, the Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance guarantee. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- c) The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.

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

52 Drawings and Photographs of the Works

- 52.1 The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work as required by Engineer In-charge and lastly after the completion of the work. No separate payment will be made to the Contractor for this.
- 52.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under above clause, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

53 The Apprentices Act, 1961

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

54 Contract Document

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

- 1) Contract Agreement (if completed)
- 2) The letter of Acceptance
- 3) The Bid:
- 4) Addendum to Bid; if any
- 5) Tender Document
- 6) The Bill of Quantities:
- 7) The Specification:
- 8) Typical CTB drawing
- 9) Standard General Conditions of Contracts (GCC)
- 10) All correspondence documents between bidder/contractor and MCGM.
- 11) Documents about NGO.

55 Conflict of Interest

The Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects

the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

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

56 Applications and costs thereof

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

57 Acknowledgment by Applicant

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

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

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

Notwithstanding anything contained in this TENDER, "The Authority" reserves

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

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

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

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by “The Authority”, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by “The Authority” to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this TENDER, the Bidding Documents, the Concession Agreement or under applicable law. “The Authority” reserves the right to verify all statements, information and documents submitted by the Applicant in response to the TENDER. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

59 The bid shall be rejected if the bidder-

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

60 Clarifications

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

“The Authority” shall Endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken

or read as compelling or requiring the Authority to respond to any question or to provide any clarification, but not later than the date provided in header data.

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

61 Amendment of tender

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

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

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

Preparation and Submission of Application

62 Language

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

63 Format and signing of Application

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

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

64 Marking of Applications

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

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

65 Late Applications

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

66 Confidentiality

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

67 Clarification Of Financial Bids

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

68 Inspection of site and sufficiency of tender:

- 1) The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the hydrological and climatic conditions.
- 2) The Employer may make available to the Contractor data on hydrological and sub-surface conditions as obtained by or on his behalf from investigations relevant to the works but the Contractor shall be responsible for his own interpretation thereof. The contractor shall engage his investigating agency with prior approval of the Engineer from the approved list of such agencies by MCGM or Govt at his cost

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

- 3) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding.
- 4) **Not Foreseeable Physical Obstructions or Conditions:** If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:
 - Any extension of time to which the Contractor is entitled and
 - The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price.
 - And shall notify the Contractor accordingly. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer. However such costing shall be got approved by the competent authority as governed vide rules prevailing with authority.

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

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

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

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

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

7) Permission for provision and removal of office on completion of work:

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

8) Contractor's office near works:

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

69 Official Secrecy:

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

70 Subsequent Legislation:

If on the day of submission of bids for the contract, there occur changes to any National or

State statute, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of MCGM 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. MCGM reserve the right to take decision in respect of addition/reduction of cost in contract.

71 Patent, Right and Royalties:

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

72 Payments, Tax and Claims:

- **The limit for unforeseen claims**

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

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

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

73. Settlements of Disputes:

Termination of contract for death

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

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.

- **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 minimum three officers i.e. concerned Deputy Municipal Commissioner, concerned Assistant Commissioner & Chief Accountant (Finance). The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

74. Arbitration and Jurisdiction:

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

Arbitration shall be effected by a single arbitrator agreed upon the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within

the limits of Brihanmumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision. No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid. All awards shall be in writing and for claims equivalent to 5, 00,000 or more such awards shall state reasons for amounts awarded. The expenditure of arbitration shall be paid as may be determined by arbitrator.

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

75 Copyright:

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

76 Receipts to be signed in firm's name by 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.

77 Proprietary data

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

78 Correspondence with the Applicant

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

79 Price Variation Clause

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

A) Controlled materials: Price variations shall be permitted in respect of these materials the price level of which is controlled by the Government or its agency. The rate ruling on the date of submission of the tender shall be considered as the basic price of such material for adjustment. Any variation in this rate shall be considered for reimbursement to the contractor or refund to be claimed from the contractor as the case may be. The contractor shall, for the purpose of adjustment submit in original the relevant documents from the suppliers.

B) Labour and other materials: For the purpose of this contract and for allowing reimbursement or refund on account of variation of prices of (i) labour, and (ii) materials other than materials mentioned in A above, computation will be based on the formula enunciated below which is based on the presumptions that :

- i) The general price level of labour, rises or falls in proportion to the rise or fall of consumer price index number 9 (general) for working class in Mumbai.
- ii) The general price level of materials rises or falls in proportion to rise or fall of whole-sale price index as published by 'Economic Adviser to Govt. of India'.
- iii) And that the component of labour is to the extent of 30 percent of 88 percent and the component of materials is to the extent of 70 percent of 88 percent of the value of the work carried out. The remaining 12 percent

being the presumptive profit of the contractor.

a) Formula for Labour component:

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

b) Formula for Material component :

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

Where –

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

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

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

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

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

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

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

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

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

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

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

The operative period of the contract for application of price variation shall mean

the period commencing from the date of commencement of work mentioned in the work order and ending on the date when time allowed for the work order and ending on the date when time allowed for the work specified in the contract for work expires, taking into consideration, the extension of time, if any, for completion of the work granted by Engineer under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor.

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

- iii) Where there is no supply of controlled items to contractor the component 'C' shall be taken as zero.
- c) Adjustment after completion: If the Contractor fails to complete the works within the time for completion adjustment of prices thereafter until the date of completion of the works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices whichever is more favorable to the employer, provided that if an extension of time is granted, the above provision shall apply only to adjustments made after the expiry of such extension of time.
- d) Price variation will be calculated similarly and separately for extra items and / or excess quantities and provisional sums calculated under Sub Clause 10 (b)A (i)&(ii) and Sub Clause 10 (b) B(ii) of GCC / amendments or updates as per latest circular on the above formula/formulae in Annexure-I as and when mentioned in Special conditions of contract; IO and WO being the indices applicable to the date on which the rates under Sub Clause 10 (a)A (i)&(ii) and Sub Clause 10 (a) B(iii) are fixed. No price variation shall be admissible for FAIR items created during execution.

80 Maximum Price Variation shall be as follows:

Time period of Project	Maximum limit of Price Variation
Upto 12 Months	No Variation allowed
Above 12 Months to 24 Months	5%
Above 24 Months	10%

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

Note:

- 1) **The extension in time period for the projects originally estimated including monsoon results in change of price variation slabs as mentioned above i.e.from first slab to second slab or from second slab to third slab and then the maximum limit of original slab will prevail.**
- 2) Operative period shall mean original or extended time period of contract.

For example:

Extension of Time period	Maximum limit of Price Variation
If original period of 11 Months including monsoon extends to 16. The operative period will be 11+5 Months	No Variation allowed
If original period of 11 Months excluding monsoon extends to 16. The operative period will be 11+5 Months	5%

Price Variation during Extended Period of Contract:

i. Extension Due To Modification & Extension for delay due to MCGM :

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

ii. Extension Of Time For Delay Due To Contractor :

a) The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increase, above the indices applicable, to the last month of the original completion period or the extended period vide above clause 8(l) (a) (i) and (ii) of standard GCC.

b) The price variation shall be limited to the amount payable as per the indices, in case the indices decrease or fall below the indices applicable, to the last month of original / extended period of completion period vide above clause 8(l) (b) of standard GCC, then lower indices shall be adopted.

iii. Extension of Time For Delay due to reasons not attributable to MCGM and Contractor (Reference Cl.8(d) of Standard GCC):

The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increases or decreases, above/below the indices applicable, to the last month of the original period.

81 Payment:

Interim Payment:

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

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

- (iii) On request, the contractor will be paid upto 75 percent of the value of the work carried out as an adhoc payment in the first week of next month after deducting there from recoveries on account of advances, interest, retention money, income tax etc. The balance payment due will be paid thereafter.
- (iv) No interim payment will be admitted until such time the Contractor have fully complied with the requirement of the Condition no.8 (g) and 8 (h) concerning submission and approval of Network Schedule for the works, as detailed in Condition 8 (h). A fixed sum shall be held in abeyance at the time of next interim payment for non-attainment of each milestone in the network and shall be released only on attainment of the said milestone.
- (v) An interim certificate given relating to work done or material delivered may be modified or corrected by a subsequent interim certificate or by the final certificate. No certificate of the Engineer supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract.

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

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

83 JOINT VENTURE

In case if Joint Venture is allowed for the Project, the guidelines for JV as follows shall be incorporated in the Tender Document:

- a) Joint Venture should be allowed only when the number of identifiable different works is more than one and/or the estimated cost of tender is **more than Rs.100 Crores**. JV shall also be allowed for complex technical work below Rs.100 Crores with the approval of concerned AMC
- b) Separate identity/name shall be given to the Joint Venture firm.
- c) Number of members in a JV firm shall not be more than three in normal circumstances, if the work involves only one discipline (say Civil or Electrical). If number of members in JV is required to be more than three, then approval of concerned AMC needs to be sought.
- d) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- e) The tender form shall be purchased and submitted in the 'name of the JV firm or any constituent member of the JV.
- f) Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as

EMD submitted by JV firm.

g) One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.

h) A copy of Letter of Intent or Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligation shall be furnished in the agreement.

i) Once the tender is submitted, the agreement shall not be modified/altered/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 MCGM. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.

k) Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.

l) On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.

m) On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the MCGM 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:-

1. **Joint and several liability** - The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (MCGM) 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 MCGM during the course of execution of the contract or due to no execution of the contract or part thereof.
2. **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.
3. **Governing Laws** - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
4. **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.
5. 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.
- O. All the members of the JV shall certify that they have not been black listed or debarred by MCGM 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 fulfillment 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.

84 Compensation for delay:

If the Contractor fails to complete the works and clear the site on or before the Contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right or remedy of Municipal Corporation on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on the contract value of the whole work or on the contract value of the time or

group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term 'Contract Value' shall be the value of the work at Contract Rates as ordered including the value of all deviations ordered:

- Completion period for projects (originally stipulated or as extended) not exceeding 6 months: **to the extent of maximum 1 percent per week.**
- Completion period for projects (originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **to the extent of maximum ½ percent per week.**
- Completion period for projects (originally stipulated or as extended) exceeding 2 years: **to the extent of maximum ¼ percent per week.**

When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.

Provided always that the total amount of compensation for delay to be paid this condition shall not exceed the under noted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.

- (i) Completion period (as originally stipulated or as extended) not exceeding 6 months: **10 percent.**
- (ii) Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: **7½ percent.**
- (iii) Completion period (as originally stipulated or as extended) exceeding 2 years: **5 percent.**

The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the Municipal Corporation.

85 Action And Compensation Payable In Case Of Bad Work And Not Done As Per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Vigilance Department of the MCGM or any organization engaged by the MCGM 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.

86 Contractors remain liable to pay compensation:

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

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

87 No Claim To Any Payment Or Compensation Or Alteration In Or Restriction Of Work

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

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

- b) Where the total suspension of Work Order as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineering to record the final measurement of the work already done and to pay final bill. Upon giving such Notice, the Contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such Notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.
- c) Where the Engineer required to Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the Contractor shall be entitled to apply to the Engineer within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained ideal on the site of on the account of his having an to pay the salary of wages and labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect of any such suspension whatsoever occasion by unsatisfactory work or any other default on his part, the decision of the Engineer in this regard shall be final and conclusive against the contractor.

88 Contractor to supply plant, ladder, scaffolding, etc and is liable for damages arising from non provision of lights, fencing, etc.

The Contractor shall supply at his own cost all material, plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original altered or substituted form and whether included in the specification of other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Eng-In-Charge as to any matter as to which under these conditions is entitled to be satisfied, or which is entitled to require together with the carriage therefore to and from the work.

The Contractor shall also supply without charge, the requisite number of person with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurements of examination at any time and from time to time of the work or materials, failing which the same may be provided by the Engineer In-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or offers sufficient portion thereof.

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

89 Prevention of Fire :

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

90 Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of MCGM 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 MCGM to contractor under this Contract or otherwise. Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought to prevent the spread of fire and he shall pay any damages and costs that may be awarded by the Court in consequence.

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

92 Action where no specifications :

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

93 Safety and medical help :

- (i) The Contractor shall be responsible for and shall pay the expenses of providing medical help to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by MCGM, the same shall be recoverable from the contractor forthwith and be included without prejudice to any other remedy of MCGM 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.
- (iv) 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.
- (v) When the work is carried on in proximity to any place where there is risk or drawing all necessary equipments shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

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

95 Anti-malaria and other health measures:

Anti-Malaria and other health measures shall be taken as directed by the Executive Health Officer of MCGM. Contractor shall see that mosquitogenic conditions are created so as to keep vector population to minimum level. Contractor shall carry out anti-malaria measures in the area as per the guidelines issued by the Executive Health Officer of MCGM 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 MCGM on anti- malaria measures to control the situation in addition to fine.

SECTION 10

SPECIFICATIONS

&

SELECTION OF MATERIAL

SPECIFICATIONS & SELECTION OF MATERIAL

The tender is prepared on the basis of Unified Schedule of Rates and specifications 2013 and USOR 2018. The specifications of the items of USOR are available on MCGM portal <http://portal.mcg.gov.in> under the Tender tab. Hence the deserving contractor shall either download the same from MCGM portal or the same may be collected in the soft copy format at the time of purchasing the tender from this office. The contractors shall refer to the approved brand list for using the materials for construction of toilet block as mentioned in the USOR-2013 and USOR 2018.

Items estimated in this tender are tabulated below-

Sr.No.	Item code	Sr.No.	Item code	Sr.No.	Item code
1	R2-CS-EW-1	25	R2-CS-CW-35-c	49	R2-CS-SS-01
2	R2-CS-EW-2-a	26	R2-CS-PV-01	50	R2-CS-FL-28-e
3	SE-1-2	27	R2-CS-PV-02	51	R2-CS-FL-28-d
4	R2-CS-AT-1	28	R2-CS-PS-1-a	52	R2-CS-PN-2
5	R2-CS-EW-26	29	R2-CS-PS-2-a	53	R2-CS-PN-12-b
6	R2-CS-CW-1-c	30	R2-CS-PS-22	54	R2-CS-WP-24
7	R2-CS-CW-6-b	31	R2-CS-PS-7-a	55	R2-CS-FL-04-c
8	R2-CS-MW-3-b	32	R2-CS-PS-166-a-2	56	R2-CS-PS-18-a
9	R2-CS-MW-11b	33	R2-CS-PS-31-b	57	R2-CS-DD-2
10	R2-CS-PL-05	34	R2-CS-PS-163-a	58	R2-CS-DD-3
11	R2-CS-PL-02	35	R2-CS-PS-163-b	59	HE-7-72-C
12	R2-CS-PL-08-c	36	R2-CS-PS-164-b	60	RW-2-20
13	R2-CS-FL-13-a	37	R2-CS-PS-192	61	RW-2-21
14	R2-CS-PL-16-c	38	R2-CS-PS-93-a	62	SE-1-1
15	R2-CS-PL-15-b	39	R2-CS-PS-95-a	63	R2-CS-EW-23
16	R2-CS-PS-126	40	R2-CS-PS-94-a	64	SE-1-4
17	R2-CS-CW-7-a	41	R2-CS-PS-135-a	65	SE-5-1-a
18	R2-CS-CW-7-b	42	R2-CS-PS-169-a-2	66	SE-6-1
19	R2-CS-CW-7-c	43	R2-CS-PS-85-a	67	SE-6-1-a
20	R2-CS-CW-7-d	44	R2-CS-PS-87-b	68	SE-2-5
21	R2-CS-CW-7-e	45	R2-CS-PS-87-c	69	SO5-SPTNK-02
22	R2-CS-FL-07-a	46	R2-CS-SL-04		
23	R2-CS-FL-9-c	47	R2-CS-SS-22		
24	R2-CS-FL-32-a	48	R2-CS-SS-18		

Note - Items other than USOR regarding NGO activities shall be followed as per section 15(A) & section 15(B) of the tender document.

SELECTION OF MATERIAL

- 1) All materials brought on the site of work and meant to be used in the same, shall be the best of their respective kinds and to the approval of the Engineer. The Engineer or his representative will accept that the materials are really the best of their kinds, when it is proved beyond doubt that no better materials of the particular kind in question are available in the market.
- 2) The contractor shall obtain the approval of the Engineer of samples of all materials to be used in the works and shall deposit these samples with him before placing an order for the materials with the suppliers. The materials brought on the works shall conform in every respect to their approved samples. Fresh samples shall be deposited with the Engineer whenever the type or source of any material changes.
- 3) The contractor shall check each fresh consignment of materials as it is brought to the site of works to see that they conform in all respects to the Specifications of the samples approved by the Engineer, or both.
- 4) The Engineer will have the option to have any of the materials tested to find out whether they are in accordance with the Specifications and the Contractor will bear all expenses for such testing. All bills, vouchers and test certificates, which in the opinion of the Engineer or his representative are necessary to convince him as to the quality of the materials or their suitability shall be produced for his inspection when required.
- 5) Any materials that have not been found to conform to the specifications will be rejected forthwith and shall be removed from the site by the contractor at his own cost within 24 hours.
- 6) The Engineer shall have power to cause the Contractors to purchase and use such materials from any particular source, as may in his opinion be necessary for the proper execution of the work.
- 7) Notwithstanding the source, the sand shall be washed using sand washing machine before use.

SECTION 11

FRAUD

AND

CORRUPT PRACTICES

FRAUD AND CORRUPT PRACTICES

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- Without prejudice to the rights of the Authority under relevant Clause 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; and
- (E) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- (F) If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.
- (G) Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

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

from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

Date&Time:-as mentioned in tender notice.

Venue: - Office of: Assistant Commissioner G/North,
G/North Ward Office,
Harishchandra Yelve Marg ,
Dadar (West), Mumbai- 400028,

SECTION –13

LIST OF APPROVED BANKS

LIST OF APPROVED BANKS

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

The Bankers Guarantee issued by branches of approved Banks beyond Kal can be accepted only if the said Banker's Guarantee is countersigned by the branch of the same Bank, within the Mumbai Limit categorically endorsing said bankers Guarantee is binding on the endorsing Branch of the bank w limits and is liable to be on forced against the said branch of the Bank in case the contractor/supplier furnishing the bankers Guarantee.

List of approved Banks:-

A	SBI and its Subsidiary Banks
1	State Bank of India
B	Nationalized Banks
8	Allahabad Bank
9	Andhra Bank
10	Bank of Baroda
11	Bank of India
12	Bank of Maharashtra
13	Central Bank of India
14	Dena Bank
15	Indian Bank
16	Indian Overseas Bank
17	Oriental Bank of Commerce
18	Punjab National Bank
19	Punjab & Sindh Bank
20	Syndicate Bank.
21	Union Bank of India
22	United Bank of India
23	UCO Bank
24	Vijaya Bank
24A	Corporation Bank
C	Scheduled Commercial Bank
25	Bank of Madura Ltd
26	Bank of Rajasthan Ltd
27	Banaras State Bank Ltd
28	Bharat Overseas bank
29	Catholic Syrian Bank Ltd
30	City Union bank Ltd
31	Development Credit Bank
32	Dhanalaxmi 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	Vyasha Bank Ltd.
D	Scheduled 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 GSB 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 Vitthal Co-op Bank Ltd
64	Mahanagar Co-op Bank Ltd
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Banks
67	ABM AMRO (NY) Bank
68	American Express Bank Ltd.
69	ANZ Grinlays Bank Ltd
70	Bank of America N.T. & S.A.
71	Bank of Tokyo Ltd
72	Bankindosuez
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 construction of

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

1A. I/We _____

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

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

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

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

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

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

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

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

4. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee or Education Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender.(Subject to condition 5 below).
5. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
6. I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.
 - a. I/We fail to keep the tender open as aforesaid.
 - b. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
 - c. I/we do not commence the work on or before the date specified by the Engineer in his work order.
7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
8. I/We further agree that, I/we shall register ourselves as ‘Employer’ with the Bombay Iron and Steel Labour Board’ and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.
9. “I/We..... have failed in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.
10. “I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is 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.

Name of Bank.....

2.

Name of Branch.....

3.

Vender No.....

4.

5.

AGREEMENT FORM

Tender / Quotation

dated.....20...

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

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

Two thousand

Between

.....

.....

.....

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

.....in Mumbai

under the style and name of M/s.

.....(Herein

after called "the contractor of the one part and

Shri.....

.....

the Jt.M.C.(Zone-) (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 D.M.C. (Zone-)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 MCGM

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

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

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

Signed, Sealed and delivered by the Contractors

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

In Presence of

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

Trading under the name and style of

.....
.....

Full Name

Address

Contractors

Signed by the D.M.C. (Zone-II)

.....
.....

in the presence of Executive Engineer – Ward

.....
.....

DMC (Zone-II)

The Common Seal of the Municipal Corporation of Greater Mumbai was hereunto affixed on the 20 in the presence of two members of the Standing Committee.

1.

1.

2.

2.

And in the presence of the Municipal Secretary

Municipal Secretary

ANNEXURE 'A'

Name of the Work :	Planning, Designing & Construction of RCC Ground / Ground +1 Storied Community Toilet Blocks in slums of "G/North" ward
---------------------------	--

1.	Engineer for this work	Executive Engineer G/North
		Asst Commissioner G/North

2	Estimated Cost of Tender	
Sr	Description of Work	Total Amount Rs
1	Civil Work (Part A)	Rs. /-
2	Desludging of Septic tank (Part –B)	Rs. /-
3	Total Amount	Rs. /-

4	Earnest Money (1% of Estimated Cost)	Rs. /-
----------	---	--------

5	Time Period	
	Contract as a whole period Completion :	12 Months (Including Monsoon)

6 Percentage to be charged as supervision charges for the work got executed through other means **15 percent.**

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

- 8 In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.
- 9 In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

Annexure-B

PRE-

CONTRACT INTEGRITY ACT

(On Rs. 500/- Stamp Paper)

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or 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 MCGM or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the MCGM as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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

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

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

Signature of Tenderer/Bidder

Annexure- C

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

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

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declare that I _____ in _____ capacity as Manager/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning(for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.
4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, MCGM is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.
6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

Signature of Tenderer/Bidder

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

THIS INDENTURE made this _____ day of _____ BETWEEN

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

_____ inhabitants carrying on business at _____ in Mumbai under the style and name of M/s. _____

_____ (hereinafter referred to as 'the consultant') of the second part Shri. _____

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

" _____ and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sum of Rs.__(Rupees_____)AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security - deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do ,a sum not exceeding in the whole Rs._____(Rupees _____)under the terms of the said tender and /or the contract .The B.G. Is valid upto_”Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs.____only and guarantee shall remain in force upto_ unless the demand or claim under this guarantee is made on us in writing on or before_____all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS (1) _____

Name _____

address _____

WITNESS (2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer's _____

_____ (Name of the Bank)

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____

For Messer's _____

address _____

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

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

Annexure –D

Rate Analysis

Item Description:

Sr	Description of Rate Analysis Parameters	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be inclusive of all taxes)				
2	Machinery Hire Charges				
3	Labour Type		(Labour Components)		
4	Total of all Components				
5	Overhead & Profit 15% on 4				
6	Total Rate (4+5)				
7	Per unit Rate				

Sign and seal of the Tenderer

PROFORMA:

PROFORMA-I

The List of similar works as stated in Para 'A' of Post Qualification during last five years:-

PROFORMA-I					
Sr.	Name of Project	Name of Employer	Stipulated date of Completion	Actual Date of Completion	Actual Cost of Work done
1	2	3	4	5	6

Note:

- a) 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.
- b) Works shall be grouped financial year-wise.

PROFORMA-II

Yearly Turnover of Civil Engineering Construction works during last five years.

PROFORMA-II					
Sr	Financial Year	Annual Turnover of Civil Engineering works	Updated value to Current year	Average of last 7 years	Page No.
TOTAL					

Note: The above figures shall tally with the Audited Balance Sheets uploaded by the tenderers duly certified by Chartered Accountant.

PROFORMA-III

At least Similar work, as stated in Para 'A' of Post Qualification.

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

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

PERSONNEL : PROFORMA-IV

PROFORMA-IV					
Sr.	Post	Name	Qualification	Work Experience	
		(Prime Candidate /Alternate)		No. of years	Name of Project
1	Project Manager				
2	Quality Control Engineer				
3	Site Engineer				
4	Site Supervisor				
5	Licensed Architect				
6	Structural Engineers registered with MCGM.				
7	Sociologist				
8	Community Development Specialist				

NOTE: Consent letters from NGO, licensed Architect and Structural Engineers registered with MCGM must be furnishes in **packet- A**.

MACHINERY: (For Special Work only)

PROFORMA-V/A			
Sr.	Equipment	Number	Owned/Leased/Assured Access
1	2	3	4

PROFORMA-V/B			
Sr.	Equipment	Number	Owned
1	2	3	4

Note: The tenderers shall furnish/upload the requisite Scanned Attested documents of Ownership/leased of Machineries. The undertaking from the suppliers will not be accepted.

PROFORMA-VI/A: Details of Existing Commitments and Ongoing Works

PROFORMA-VI/A							
Description of the Work	Place	Contract No. & Date	Name & Address of the Employer	Value of Contract in Rs.	Scheduled date of Completion	Value of work remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

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

PROFORMA-VI/B: Details of works for which bids are already uploaded-

PROFORMA-VI/B						
Description of the Work	Place	Name & Address of the Employer	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 should be annexed in the support of information furnished in the above proforma.

PROFORMA-VII : LITIGATION HISTORY

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

Annexure –E

Rates of testing fees and quantity of samples for tests as approved

Sr. No.	Description of test	Reference Standard	Rate in Rs. per test	Quantity of sample required
A AGGREGATES(COARSE & FINE)				
1	Sieve Analysis(dry)/ Fineness Modulus	IS 2386:Part I-1963 IS 383-1970, MORTH-4th Revision, 2001	730	20 Kg.
2	Silt Content		910	2 Kg.
3	Specific Gravity	IS 2386:Part III-1963	670	1 Kg.
4	Impact Test	IS 2386:Part IV- 1963, MORTH- 4th Revision 2001	910	10 Kg.
5	Crushing Value/10% Fine Value		1090	10 Kg.
6	Los Angeles Abrasion Value		1610	10 Kg.
7	Water absorption	IS 2386:Part III- 1963 4th Revision 2001	670	1Kg.
8	Flakiness Index	IS 2386:Part I- 1963 4 th Revision 2001	730	10 Kg.
9	Elongation Index		730	10 Kg.
10	Combined Flakiness & Elongation Index		1430	20 Kg.
B ASPHALT				
11	a)Asphalt Macadam/ Bituminous Macadam, Asphalt Mixes (Extraction & gradation)	IRC 27-1967	1400	7 Kg.
12	b) Seal Coat (Extraction & Gradation)	Specification MORTH-2001	1400	3 Kg.
13	Binder Course (Extraction Gradation Density, Voids)	Specification	1980	7 Kg.
14	Asphalt Concrete/ Bituminous Concrete/ Dense Bituminous Concrete/Polymer Modified Binder (PMB)/ Crumb Rubber Modified Binder(CRMB) (Extraction, Gradation, Density, Voids, Flow Value, Marshall Stability.	IRC 29, MORTH 2001, IRC-SP-53-1999	2870	7 Kg.
15	Mastic Asphalt (Extraction, Gradation, Hardness No)	IS 5317-1987 IS 1195-1978	1790	2 specimen each of 10 cm dia or 10 cm square 2.5/thick cm.
16	Field density of Asphalt Mixes/Soil	IS 2720:Part 28 1974 (Reaffirmed 1995)	1980.0 for first test 1010.00 each addl.Test.	.

17	Specific Gravity of bitumen	IS 1202-1978	910	2 Kg.
18	Penetration test of bitumen	IS 1203-1978	910	2 Kg.
19	Softening test of bitumen	IS 1205-1978	1140	2 Kg.
20	Job Mix Formula for Asphaltic Mixes	Asphalt Institute Manual MS-2	17730	5 Kg. bitumen
21	Presence of Antis tripping agent	CRRRI Specifications	830	1 Kg bitumen from Plant (sealed)
22	Effectiveness of Antis tripping agent		1400	1 Kg. in wide mouth bottle
23	Ductility test of bitumen	IS 1208-1978	1270	1 kg. in wide mouth bottle
24	Flash Point & Fire Point	ASTM	830	1 kg. in wide mouth bottle
25	Loss on heating, Thin Film Oven Test	IS-1212	1400	1 kg. in wide mouth bottle
26	Elastic Recovery of half thread in Ductilo meter at 15 ° C on PMB/CRMB	IRC:SP:53:2002	1400	1 kg. in wide mouth bottle
C	SOILS			
27	Specific Gravity	IS 2720:Part 3-1980	830	1 Kg.
28	Bulk density		530	2 Kg.
29	Void ratio(Density & Sp. Gravity)		590	
30	Natural Moisture Content	IS 2720:Part-2 1973	410	2 Kg.
31	Permeability (Variable or Constant head)	IS 2720:- Part 17-1986	730	2 Kg.
32	Liquid Limit	IS 2720:- Part 17-1985	730	10 Kg.
33	Plastic Limit		730	
34	Standard Proctor Test	IS 2720: Part 7-1980	1980	20 Kg.
35	Modified Proctor Test	IS 2720: Part-8 1980	1980	20 Kg.
Sr. No.	Description of test	Reference Standard	Rate in Rs.per test	Quantity of sample required
36	Laboratory C.B.R. Test	IS 2720: Part 16-1987	2440	25 Kg.
37	Dry Sieve Analysis	IS 2720: Part 15- 1980	590	25 Kg.
38	Wet Sieve Analysis		590	25 Kg.
39	Field C.B.R. Test	IS 2720:Part 31, 1990	1980.00 for first test and Rs.1010.00 for each addl.test	

40	Site visit for S.B.C.	----	1980.00 for first pit and Rs.1010.00 for each addl.pit	
D	BUILDING MATERIALS			
	CEMENT			
41	Cement (Initial & Final Setting time, Compressive Strength)	IS 269, IS 8112, IS 12269	2500	7 Kg.
42	Soundness of cement	IS 4031 (Part-III)-988	450	
	BRICKS			
43	(a) Bricks (Set of Ten) (Compression Test, Absorption Test)	IS 1077-1986	1790	10 Nos.
	STEEL			
44	Steel bars (6 mm dia to 20 mm dia) (Area on Weight basis, Yield Stress/0.02% Proof Stress, Ultimate Tensile Strength % Elongation)	IS 432-1986 IS-1786-1985	1850	60 cm.
45	Steel bars (above 20 mm dia) (Area on Weight basis, Yield Stress/0.02% Proof Stress, Ultimate Tensile Strength % Elongation)		2210	60 cm.
	CONCRETE			
46	Concrete Cube (Compressive Strength)	IS 456-2000, IS 516-1959	830	3 Nos.
47	Concrete Beam (Flexure Test) (10x10x50 Cm)	IS 456-2000, IS 516-1959	1090	3 Nos.
48	Concrete Beam (Flexure Test) (15x15x70 Cm)		1090	3 Nos
49	TILES			
50	Tiles (Absorption Test)	IS 41237 IS-13801-1985	1010	6 Nos. for each test
51	Tiles (Wet Transverse Strength Test)	IS-1237-1980 IS-13801-1993	1010	6 Nos. for each test
52	Tiles (Abrasion Test)	IS 13630 Part-12-1993	1010	
53	WOOD			
54	Wood(Moisture content)	IS 287-1993 (Reaffirmed 1998) IS 11215-1991	830	
55	CORES			

56	C.C.Road Core (Compression Test)	IS 456-2000 IS11215-1991	3930.00 per core	
57	R.C.C. COVERS			
58	R.C.C. Cover & Dhapa testing	IS 12592-Part-I 1998	830 Each	
59	R.C.C. PIPES(Hume Pipes)			
60	Hume pipe testing (a) Upto 600 mm dia (b) Above 600 to 900 mm dia (c) Above 900 mm dia	IS 3597-1998 (Reaffirmed 2001), IS 458-1988	3490.00 per pipe 3930.00 per pipe 4460.00 per pipe	Min 1 pipe of each dia per lot.
CONCRETE PAVING BLOCKS				
61	Paver Blocks (As per Road Dept., requirement) (a) Compressive test (b) Water absorption test (c) Flexure test (d)Tensile Splitting test	BS 6717-1993 ASTM C936 IS 1237 BS 6717-2001	1790 910 1790 1790	3 Nos. 8 Nos. 8 Nos. 3 Nos.
62	Paver Blocks (As per Road Dept., requirement) (a) Water absorption test (b) Compressive test (c) Flexure test (d)Tensile Splitting test (e) Abrasion Test (Dry or wet condition)	IS-15658 -2006	1790 910 1790 1790	3 Nos. 8 Nos. 8 Nos. 3 Nos.
OTHER CHARGES				
63	Duplicate additional copy of test report not older than 5 years		48.00 per copy	

Note: The aforesaid Testing charges are as per Circular issued by Ch. Eng (Vig) U/no.Ch.E (V)/7123/B dtd 14.03.2017. The notes mentioned are as per circular. The rates may vary as per circular issued in this regard by Ch.E (Vig) of M.C.G.M. from time to time.

SECTION -15A
SPECIAL CONDITIONS
OF
CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. The representative of the Engineer for this work will be from the offices of respective Ward Executive Engineer.
2. The Tenderer(s) should simultaneously work at number of places or more and complete the work within contract period.
3. No extra payment shall be admissible for dewatering the trenches, carrying the material by head load transport or approaches to the work site.
4. If need arises, and as directed by Engineer in charge, contractor shall have to execute, within the contract cost, the work of construction of R.C.C. community toilet block, anywhere in Mumbai at the same percentage quoted, No any claim for additional payment will be entertained." However if situation arises to give allotment of work to the contractor of other zone, central agency will look into it as Zonal DMC will not have purview on the contractor of other zone and decision of D.M.C.(SWM) in this regard shall be binding to the contractor.
5. Quantities of all items provided in the B.O.Q. may not be required to be executed depending upon the site conditions. The tenderer(s) shall not be entitled for any compensation on this account. Before starting the work Tenderer(s) shall consult with the Site Engineer and shall take actual measurements on the site for procurement of material.
6. If due to small quantity of concrete (Less than 10 Cu.m.) or if concrete is not to be used as structural concrete mix of equivalent strength may be made on site using concrete mixture with the permission of Engineer, not below the rank of Executive Engineer. Mix design to be approved by concerned ward Executive Engineer. **However, rebate of Rs. 1000/- per Cu. M. shall be taken for non-using the RMC.**
7. While constructing, provision for slopping ramp of at least 0.65 m width or as directed by engineer, shall be made for convenience of physically challenged persons.
8. The full time services of the Personnel Team of the Tenderer(s) is mandatory during the entire period of the project.
9. Tenderer(s) should note since the work is to be completed expeditiously. The work should be in progress at several CTB locations as per required progress. The Tenderer(s) should put in sufficient resources so as to ensure that the work is completed within the prescribed time period. Time is the essence of the contract. For this purpose, the tenderer(s) may be required to submit a PERT CHART showing the proposed schedule on which basis they intend to execute the work within the prescribed time period. The Tenderer(s) will have to submit BAR CHART, PERT Chart within 15 days from the issue of work order failing which a penalty of **Rs. 2000/- per day** will be imposed to the contractors.
10. The tenderer(s) shall carry out subsoil exploration / investigations at the site at his own cost wherever required and as per the directions of Site in-charge.
11. If concrete surface Finish of work is not as per specified class of finish etc. and honeycombing is observed in the surface then to be demolished & redone, **penalty of Rs. 5000/- per Sq.m. will be imposed.**

- 12.** If the structures/encroachments including utilities coming in the alignment of the proposed work, the contractor shall have to arrange for the carrying out detail total station survey of the structures/encroachments at his own risk and cost and the tenderer(s) have to quote accordingly while bidding for the work. No separate payment will be made.
- 13.** The contractors shall get the structures demolished in coordination with site in-charge from concerned Assistant Commissioner of ward for necessary working place to be made available for the subject work.
- 14.** The contractor should quote for number of tenders as per bid capacity. If any contractor becomes non responsive due to inadequate bid capacity in any one bid invited by SSP department for Lot-11 tenders, he shall be treated as non-responsive for all the bids quoted by him for Lot-11 tenders.
- 15.** It will be the responsibility of the contractors to arrange for a joint inspection in every quarter of the year after completion of the work till the expiry of defect liability period and also 4 weeks before expiry of the defect liability period. Further, if the contractor fails to do so, the observations made by the staff during site inspection will be considered for the purpose of noting the defects.
- 16.** The Water & Electrical connection as per B.O.Q. shall be first provided to temporary toilet blocks in the name of MCGM (Ward Executive Engineer / Assistant Engineer (maint.) and on completion of community toilet block the water connection and electrical connection shall be transferred in the name of CBO. However, the Water & Electrical bills while the facility is used for temporary toilet block will be paid by Ward Executive Engineer / Assistant Engineer (maint.) from the budget head already available with respective ward to provide water & electricity to toilet blocks.
- 17.** Contractor shall make necessary arrangements for storage of water for temporary toilet blocks for which no extra cost will be paid to the contractor.
- 18.** The fly ash bricks can be used instead of regular bricks if they are available at same cost of 7.5 clay bricks & with prior permission of Ward Executive Engineer & no extra payment shall be made against use of fly ash bricks.
- 19.** If the performance of present CBO is found good the tenderer / bidder can continue same CBO and decision regarding this can be taken by Ward Executive Engineer in consultation with respective AE (SWM) of Wards. In this case item of CBO formation will not be executed.
- 20.** The Prefabricated toilet blocks have not consider in this tender, however if the cost of pre-fabricated toilet blocks is same or more as of estimated temporary toilet block then these item can be executed with approval of respective ward Ex Engineer & Assistant Commissioner of ward at the same cost of that of temporary toilet block. No extra payment or item shall be allowed.
- 21.** "Provision of ground floor RCC CTB in this tender for small size CTB (with minimum 6 seats and maximum 10 seats) restricting up to 20% to the tender quantity of respective wards as per the site conditions." is made.

22. "If any of the ward does not have requirement of only Ground floor toilet the same quantity (BOQ) can be utilized for construction of Gr. +1 / Gr. + 2 toilets by operating Ground+1/Ground +2 upper floor toilet item as per requirement at assistant commissioner ward level. However, vice versa shall not be permitted."
23. "The identified quantities (BOQ) of CTB with septic tank can be utilized for construction of CTB with sewer connection, with respective difference in the rate of construction of CTB with septic tank to construction of CTB with sewer connection to be recovered and vice versa at Asstt. Commissioner of respective wards level. This allowance of interchangeability of items while execution will be allowed.". The said interchangeability is allowed within contract cost only.
24. In tender, where wards have not submitted exact quantities of demolition, quantity for demolition of existing RCC toilet blocks and load bearing toilet blocks is considered as 50% each of total quantity of demolition. In such cases, if actual quantity of RCC is greater than quantity of load bearing toilet blocks, the quantity of load bearing can be utilized and vice versa. The said interchangeability is allowed within contract cost only.
25. For all the interchangeability of B.O.Q. items, the prevailing circular at that time will govern excess saving within the contract cost.
26. The staff/machinery shall be increased proportionately if numbers of works are beyond 10 at a time per contract. The contractor have to arrange his resources to carry out the works against work orders issued at a time and no such restrictions of limitation on issuing of work orders.
27. Desludging of septic tank shall be carried out of 3 months interval after handing over of CTB to local CBO for next 3 years.
28. When additional works are to be given to any / adjoining contractor due to some contractor getting terminated, and any / adjoining contractor is asked to carry out this additional work at percentage quoted by him and if the rates quoted by terminated contractor are lower, the difference to be recover from terminated contractor.
29. The desludging of existing septic tank should be immediately carried out. No extra cost will be paid for the same; it is already estimated in the rate for demolition of toilet.
30. **Lead:** - Lead for transportation of construction materials manually, such as head load/trolley load for the distance between site to the point from where vehicular transportation is available. Lead will not be applicable for first 50 Mts. (**Rebate:** - 1. Rebate for excavation up to 150 Mts. For ground floor CTB is Rs.240/- and 2. Rebate for excavation up to 150 Mts. For Gr.+1 & Gr.+2 floor CTB is Rs.482/-).
31. Whenever any NGO consents for and becomes eligible for execution of more than one tender, whether with same contractor or different contractors, it shall be responsibility of the NGO as well as main bidder to have separate NGO staff for individual tender for which notarized undertakings on Rs.500/-stamp paper shall be submitted in packet 'B' by main bidder and NGO both separately.

Digital Signature of Tenderer(s)/ Bidders

SECTION -15 B
SPECIAL DIRECTIONS
TO TENDERER
FOR DESLUDGING
OF SEPTIC TANK

(A) SPECIAL DIRECTIONS TO TENDERER FOR DESLUDGING OF SEPTIC TANK

1. The item to be operated for mechanical desludging includes labour, driver , the fuel cost to operate the DG set, fuel for suction vehicle (transport and operation), and transportation of the removed sludge(liquid and solid) for any distance, etc. All the taxes inclusive. Apart from the single item to be operated for the mechanical de-sludging, no extra item to be operated without prior sanction of competent authority of respective ward.
2. The tenderer shall inspect the site and ascertain the means of access thoroughly in his own interest before quoting so as to apprise himself of all working facilities, scope and type of work etc.
3. The successful tenderer will be required to take photographs of individual work before starting, during progress of execution and after completion of work with camera showing day and date. The tenderer should not this before quoting the tender. No separate payment for taking photographs will be made.
4. No person below the age of 18 years shall be employed for carrying out cleaning and for transporting silt removed from the sewer lines/manholes or loading and unloading into the truck.
5. A register be maintained by the contractors as per the statutory requirement showing the name of the workers, their age and the local and permanent address.
6. Written notice shall be given to the contractors if they are found not following the above requirements and if contractors still do not fulfill these statutory requirements penal action shall be taken and their names reported to the commissioner of Labour.
7. The contractor will not be allowed to operate diesel or petrol run pumps if the electric supply is available nearby". Nothing extra will be paid on this account. The contractor will have to make his own arrangement for procuring and maintaining the connection without any extra cost to the corporation.
8. The item to be operated for mechanical desludging includes labour, driver , the fuel cost to operate the DG set, fuel for suction vehicle (transport and operation), and transportation of the removed sludge(liquid and solid) for any distance, etc All the taxes inclusive. Apart from the single item to be operated for the mechanical desludging, no extra item to be operated without prior sanction of competent authority of respective ward.

9. Removal of liquid/solid waste from septic tanks as specified and disposing the same to the specific place of disposal. MCGM will not provide any dumping ground for this purpose, bidder quote accordingly.
9. Sprinkling bleaching powder on removed silt to avoid the nuisance of bad smell.
10. Proper record shall be maintained by ward staff regarding removal of silt/challans etc.
11. Lorries shall be sent to work in perfect working order having proper registration and fitness certificate for road worthiness from R.T.O. and with adequate supply of fuel oil, similarly, if the driver takes away the vehicles without allowing the vehicles to be loading adequately, proportionate deduction will be effected for the under load.
12. The contractors shall supply the Lorries with suitable cover which should be in a good condition and if a suitable size so as to cover the lorry completely. If the Contractors fail to supply cover, a fine of Rs. 2000/- per trip lorry will be levied and deducted from the bill.
13. The cost of any damage, injury or death caused by the contractors lorry or any claim to be borne by the contractor.
14. Smoking should be strictly prohibited while carrying out the work in septic tank.
15. It is necessary that the worker should wear gum boots hand gloves, helmet and take all safety measures while carrying out the desludging work.
16. While working on site if the worker feels giddiness or has vomiting sensation due to gases etc. the supervisors standing outside should take him to hospital/dispensary, immediately.
17. After completion of work, opened manholes, etc. should be properly closed with cover.
18. Site Supervisor of contractor should personally supervise the de-sludging work.

(B) SAFETY MEASURE TO BE OBSERVED WHILE WORKING ON SEWER LINE / SEPTIC TANK

1. Adequate safety measures shall be taken by the contractors to the workers to ensure no direct contact of the person with the sludge. Guidelines issued by Hon'ble Supreme Court in this matter shall be directly followed.
(Supreme Court Directions Work shall be executed in accordance with the Judgement of Hon'ble Supreme Court of India on 27 March 2014 as in case of “ Safai Karamchari Andolan and Ors Vs. Union of India and Ors.(WRIT petition(Civil) No. 583 of 2003)).
2. The detailed procedure to be followed while using desludging equipments on the septic tank will be as under:
 - a) All the manholes on septic tank will be kept open before desludging procedure commences.
 - b) These manholes shall be covered with manhole guards and tripod stands shall be kept above them with danger flags, red globe lanterns, shall be kept on the tripod stand during the night time.
 - c) These manholes shall be covered with manhole guards and tripod stands shall be kept above them with danger flags, red globe lanterns, shall be kept on the tripod stand during the night time.
 - d) Forced air ventilation with the help of air blower shall be provided if required.
 - e) Under no circumstances any person shall enter the septic tank. The de-sludging shall have to be carried out with the help of specified de-sludging equipments and collected by means in such a way that direct contact of the working personnel shall not be made with the sludge under any circumstances.
 - f) Adequate facility i.e. facility of clean water and soap shall be provided for the workers for cleaning his body after completion of the job.
 - g) On completion of the work, all manholes shall be checked and it should be ascertained that the same are properly closed.
3. A list of various safety tools, overalls and safety equipments to be used while entering the man hole and during the cleaning/de-silting operation is given blow. Each Chowky of contractors shall be equipped with these tools, overalls and safety equipment:
 - Harness Belts
 - Overalls
 - Thigh Belts

- Hand Gloves.
- Protective head Gear with Lamp
- Breathing Apparatus
- Gas Monitors
- Thigh and Wadder Suits
- First Aid Box
- Barrier Creams with Germicides
- Any other equipment/ Safety gears etc.

NOTE:-

The Desludging quantity mentioned in B.O.Q. of this tender is to be consumed only for newly constructed toilet block by the contractor / bidder and shall not be consumed for other purpose in any case.

SECTION – 16

TYPICAL DRAWINGS

(Separately uploaded in MCGM Bid Document)

SECTION 17:

ANNEXURES

Annexure

<u>1</u>	E-1	Overall Policy Framework And Restitution Guidelines
<u>2</u>	F-1	Model Application Form for CBO
<u>3</u>	G-1	नमुना मागणीपत्र परिशिष्ट (In Marathi)
<u>4</u>	H-1	मंडळाने द्यावयाची कागदपत्रे (In Marathi)
<u>5</u>	I-1	Model of Detailed Survey Format
<u>6</u>	J-1	सर्वेक्षण नमुना परिशिष्ट
<u>7</u>	K-1	कार्यक्रमाचा प्रचार व प्रसिध्दी अहवाल सार्वजनिक शौचालयाच्या बांधकामाकरीता वस्तीमध्ये कार्यक्रमाची प्रचार प्रसिध्दी करण्यात आलेला अहवाल
<u>8</u>	L-1	Model Memorandum Of Understanding (MOU) With Community Based Organization Under Slum Sanitation Programme
<u>9</u>	M-1	Quarterly Report Of Community Toilet Block To Be Generated By Junior Overseer Ward / NGO.
<u>10</u>	N-1	Sample Calculations For Design Of Septic Tank
<u>11</u>	O-1	Pour Card For RCC Toilet Block

Annexure - E-1

OVERALL POLICY FRAMEWORK AND RESTITUTION GUIDELINES

Introduction

1. The Govt. of India/ Govt. of Maharashtra have issued guidelines for Slum Sanitation Programme under which it has been proposed to provide sanitation facilities (community toilet blocks) to the protected/ non-protected slum settlements within the jurisdiction of MCGM.
2. This attachment describes the overall guidelines, and key rules for mobilization and formation of CBO's under Slum Sanitation Programme (SSP) for screening and selecting communities/ CBO's to participate in the SSP under Slum Sanitation Programme.

Objectives

3. The immediate objective of the proposed Slum Sanitation Programme is to provide sustainable sanitation facilities (community toilet blocks) to the slum dwellers settled on municipal owned land and other lands in Mumbai, with improved services for excreta disposal.
4. To involve local slum dwellers (users of the toilet facilities) in day to day cleanliness, operation and maintenance of the community toilet blocks constructed under SSP.
5. The major objective of the programme to improve the overall environment of the slum communities and thus to enhance health and hygiene benefits to the slum community.

Implementation Steps

The implementation process will be carried out by the selected contractors NGO's along with their community development experts having appropriate qualification of MSW's and BSW's degrees from Govt. recognized universities/ educational institutes.

These activities includes following components:

- I. Programme publicity and formation and registration of Community Based Organisation (CBO), who are willing and qualifying to participate in the SSP.
- II. Identified CBO's (registered/ proposed) will submit their demand, willingness and agreeing to abide all conditions of the SSP including signing of MOU before starting of construction of community toilet block work.
- III. CBO's will be assisted by the appointed NGO's staff in operation and maintenance of the community toilet block.

6. Standard Operating Procedure (SOP) for Mobilization of CBO's by the NGO staff:

- I. NGO staff shall use a demand based, community participatory approach while indentifying sites/ community for construction of community toilet block. This includes programme publicity explaining rules and regulation and role of CBO's and community in SSP.
- II. NGO staff shall collect willingness and demand letter from the CBO's representing prospective users of the community toilet block along with resolution of the CBO's executive committee.
- III. NGO staff will assist CBO's to obtain support from the majority (more than 50%) community (users) with their signatures. In this activity NGO's staff will provide necessary support and guidance to the CBO's and wards staff.
- IV. NGO staff shall assist CBO to issue monthly passes to all user family and list of the all pass holder shall be maintained by the CBO.
- V. NGO staff should ensure that CBO will sign a MOU with MCGM before commissioning of toilet block. Contractor's NGO should submit 2 photographs of complete toilet block.
- VI. NGO staff and indentified CBO will submit following necessary supporting documents as evidence showing that they have successfully formed CBO:
 - a. Demand Letter from CBO.
 - b. Resolution of the CBO's executive committee with supportive documents stating that they are local resident and uses of the proposed community toilet block.
 - c. Registration certificates as applicable
 - d. Society's reg. Act. 1860.
 - e. Public trust act. 1950.
 - f. Co-operative Act.1960.
 - g. Govt. / Semi Govt. / MCGM certified SHGS
 - h. Bye laws of above mentioned CBO's with register residential address.
 - i. If applicable with latest change report and details of the bank account.
 - j. Willingness and support of community.
 - k. Programme publicity report along with photographs.
 - l. Office bearers of the CBO's needs to sign architectural plan.

7. Guidelines for verification of community mobilization.

- a. To verify all activities related with community mobilization contractor /NGO staff shall provide necessary co-operation and support to the Ward staff engaged in supervisory activities.
- b. Contractor/NGO staff shall provide the details such as CBO's qualification criteria related proofs, activity report of its agencies staff and location and types of activities initiated and completed by their agency responsible for community mobilization activities every month to ward staff.
- c. The contractor/NGO staff should provide necessary documentary evidence regarding community meeting, consultation and its minutes as an evidence for

community mobilization activity and these documents should be submitted to Asstt. Engr.(SWM) Ward and CDO of ward for its verification.

- d. To confirm in case of disputes arising between two or more CBO's of the proposed toilet user's identity and C.B.O.'s identity as they are regular users of toilet blocks necessary evidence in form of document such as ration card/voter card shall be submitted by the contractor/ NGO and same has to be verified by S.W.M.Dept. the ward staff. In this case decision of Joint Municipal Commissioner will be final and binding to all concerned stakeholders.
- e. CBO should provide details of their activities such as name and identity of care taker, audited copy of their accounts, details of user charges, and operation and maintenance status report to the concerned Ward.
- f. CBO shall not sublet any person/agency operation and maintenance of the toilet block. In case of violation of this condition C.B.O. will be disqualified by the MCGM.
- g. Once the CBO is terminated the possession of Community toilet block stands handed over to the MCGM for further necessary actions. In such cases attempt shall be made for the formation of new CBO through the S.W.M.ward staff.
- h. In case of any CBO is not maintaining and operating community toilet block in satisfactory manner and violating MOU rules there are Standard Operating Procedure for termination of CBO will be followed.

8. Important points for implementation of Slum Sanitation Programme/ Slum Sanitation Programme are as follows:

- a) Master in Social Work (sociologist) shall always work directly under the Asstt Commissioner of Ward for day to day working of formation & registration of CBO.
- b) CBO's Responsibility:
 - No upfront contribution shall be recovered from community by the CBO. However, CBO will be allowed to collect monthly charges from the households for operation and maintenance of RCC community toilet block and Bio Toilet Block as per the MCGM's guidelines issued from time to time.
 - User charges should be fixed by the CBO's on the principle of no profit no loss basis in their executive committee meeting. All the user families identified during the survey and afterword are entitled to get monthly passes and concerned CBO shall ensure the same. CBO should obtain necessary written permission of Asstt. Engr. (SWM) Ward/ Ward Ex.Engr for the user's charges fixed by the him.

- C.B.O. has to nominate their two representatives on behalf of community to give suggestions regarding construction of work/ changes required, should be submitted in writing to Asstt. Commissioner Ward/Ex. Engr. Ward.
- A simple Memorandum of understanding (MOU) or agreement between the community and MCGM will be signed before handing over the facilities to the community. The Jt.MC (Zone-II) shall sign MOU on behalf of MCGM.
- CBO should provide details of their activities such as name and identity of care taker, audited copy of their accounts, details of user charges, and operation and maintenance status report to the MCGM either to Asstt. Engr. (SWM) Ward on regular basis.
- Community toilet block is a sole property of MCGM however; CBO is appointed as a care taker for the same. CBO cannot claim any ownership of structure/ land of the said community toilet block therefore, CBO is responsible for safety and security in all the respect of the said structure.

C) MCGM responsibilities:

- MCGM will be responsible for major repairs and operation and maintenance of complementary facilities such as making repairs to sewer lines, maintenance of manholes, de-silting of sewers/ de-sludging of septic tank etc.
- To confirm in case of disputes arising between two or more CBO's of the proposed toilet user's identity and C.B.O.'s identity as they are regular users of toilet blocks necessary evidence in form of document such as ration card/voter card shall be submitted by the contractor and same has to be verified by the Asstt. Engr. (SWM) staff. In this case decision of Deputy Municipal Commissioner (Zone-II) will be final and binding to all.
- Deputy Municipal Commissioner (Zone-II) shall give hearing to the CBO before passing the order for the termination of CBO.

9. Standard Operating Procedure (SOP) For termination of Memorandum of Understanding between CBO and MCGM and Formation of new CBO:

1. Overall rules and conditions described in the MOU signed between MCGM and CBO's will be guiding principles to monitor the activities of the Operation and maintenance of the community toilet blocks constructed under Slum Sanitation Programme.
2. Any violation of the terms and conditions described in the MOU or any act of CBO's and their members towards the negligence of their duties, such as uncleanliness observed in and around the toilet blocks, non-compliances of orders/ suggestions/ instructions given

by the any competent authorities of MCGM will be subject to termination of the MOU signed with the CBO. Asst. Commissioner will initiate such action and zonal DMC will approve the termination of MOU of the concerned CBO.

3. To monitor the operation and maintenance activities of the community toilet block concerned ward Junior Overseer will visit toilet blocks at least every quarter i.e. every three months and generate performance report as per the circular ref no. Dy. Che /MSDP - III/4323/DATED 6 DEC 2014 which was approved by the then AMC (P) under ref no. AMC/P/5333 dated 11.12.2014. Quarterly report to be generated by the J.O. is given.
4. The quarterly report submitted by J.O.s will be submitted to the concerned ward A.E (SWM). If the report is unsatisfactory in terms of cleanliness standards and violation of terms and conditions of MOU AE (SWM) will submit the proposal for termination of MOU through the Asst. Commissioner of ward to zonal DMC's approval.
5. After termination of existing CBO's alternative local CBO will be formed as per the overall guidelines of CBO formation as per SSP. This process will be completed by the concerned J.O. under the guidance and supervision of AE (SWM) of the ward. After successful procedure of alternative CBO formation MOU will be signed between new CBO and MCGM by the zonal DMC.
6. Mandatory functions of CBO in terms of routine operation and maintenance of toilet block.
 - a. All CBO selected for SSP need to sign MOU before commissioning of toilet block.
 - b. CBO needs to identify their toilet users with list and details of monthly passes issued to them.
 - c. CBO should not engage any person in manual scavenging of toilet block.
 - d. Routine cleanliness and maintenance needs to be observed as per the MCGM rules.
 - e. Required information such as users monthly pass charges and per use charges need to be displayed in front of toilets.
 - f. Monthly water and electricity charges needs to be paid regularly and same shall be available for inspection to MCGM staff.
 - g. CBO needs to address complain by the users related with cleanliness, management issues related with toilet block.
 - h. CBO shall maintain all records and overall transparency in their work and needs to maintain cordial relationship with all community members.
 - i. CBO members or CBO shall not sublet any other or person for operation and maintenance of the toilet block without prior permission of MCGM.
 - j. Any violation of MOU and above mentioned activities are subject to termination of MOU with CBO's.

(To be submitted on the letter head of CBO)

Annexure : F-1

MODEL APPLICATION FORM FOR CBO

To,

Assistant Commissioner (WARD),

Brihanmumbai Mahanagarpalika,

.....

Sir/Madam,

We, the residents of (Name of colony) which has _____ dwellings, having a population of _____ adult members have formed a a Community Based Organisation / Registered co-operative society/Association named as _____. We enclose a list of executive committee members.

We, the members of the above-mentioned _____ society / association desire to join the Slum Sanitation Programme which has been launched by the Municipal Corporation of Brihanmumbai.

We have read and understood the terms and conditions of operation & maintenance of the community toilet block to be constructed under Slum Sanitation Programme and we are willing to abide all the rules of it. Kindly refer the signed resolution of community members as our initial demand for community toilet block.

Please consider our request for participation in the Slum Sanitation Programme.

Thanking you,

Yours faithfully.

President

Secretary

Treasurer

Annexure-G-1

नमुना मागणीपत्र परिशिष्ट (In Marathi)

प्रति,

सहा.आयुक्त

विषय- बृहन्मुंबई महानगरपालिकेच्या वस्ती स्वच्छता कार्यक्रमा अंतर्गत

आमच्या वस्तीतील जुने मोडकळीस आलेल्या शौचालयाची तोडून

पुनर्बांधणी करुन मिळण्याबाबत.

महोदय,

आमच्या..... या वस्तीमध्ये शौचकूपाचे सार्वजनिक अस्तित्वात असून, सदर शौचालयाची दुरावस्था होऊन ते मोडकळीस आलेले आहे. त्यातील बहूतांशी शौचकूपे वापरण्या योग्य नसून त्यामुळे रहिवाशांची गैरसोय होत आहे. आमच्या वस्तीत अंदाजे लोकसंख्या असून त्या करीता किमान शौचकूपाची आवश्यकता आहे. सदर शौचालयाची पुनर्बांधणी घन कचरा व्यवस्थापनाच्या स्वच्छ भारत अभियान अंतर्गत करुन दिल्यास आमचे उपरोक्त स्थानिक मंडळ/संस्था/ कमिटी सदर शौचालयाची पुढील दैनंदिन स्वच्छता, परिरक्षण व व्यवस्थापन करण्यास तयार आहे. नवीन शौचालयाचे काम चालू असतांना, रहिवाशांची गैरसोय होऊ नये म्हणून आम्हास तात्पुरत्या शौचकूप असलेल्या शौचालयाची व्यवस्था करुन दयावी तसेच नवीन बांधून देण्यास येणा-या सार्वजनिक शौचालयास लाईट , पाणी तसेच बोअरवेलची सुविधा करुन दयावी ही विनंती.

तसेच वस्ती स्वच्छता कार्यक्रम नियम व अटी प्रमाणे शौचालयाची पुढील दैनंदिन स्वच्छता , परिरक्षण व व्यवस्थापन करण्यासाठी लागणा-या सर्व कागद पत्रांची पूर्तता करण्यास आम्ही तयार आहोत तरी आम्हास सहयोग करावा.

कृपया आमच्या मागणी अर्जास अनुसरुन पुढील कार्यवाही करण्यात यावी ही नम्र विनंती.

आपले विश्वासू,

(अध्यक्ष)

(सचिव)

(खजिनदार)

Annexure-H-1

मंडळाने दयावयाची कागदपत्रे

1. मंडळाची घटना
2. मंडळाचे नोंदणी प्रमाण पत्र १) १८६० २) १९५०
3. स्थानिक वस्तीतील ८०% रहिवाश्यांची शौचालयाच्या योजनेस संमती

मंडळाचा ठराव

आज दिनांक रोजी वरील मंडळाची सभा सायंकाळी टिक वाजता या मंडळाच्या कार्यालयात या टिकाणी श्री..... यांच्या अध्यक्षतेखाली आयोजित करण्यात आली. बृहन्मुंबई महानगरपालिकेच्या घन कचरा व्यवस्थापनाच्या स्वच्छ भारत अभियान अंतर्गत राबविण्यात येणा-या वस्ती स्वच्छता कार्यक्रमा अंतर्गत बांधण्यात येणा-या सार्वजनिक शौचालयाबद्दल सविस्तर चर्चा करण्यात आली व वस्तीतील जुन्या नादुरुस्त शौचालयाची पुर्नबांधणी करण्याचा ठराव सर्वानुमते मंजूर करण्यात आला.

तसेच वस्ती स्वच्छता कार्यक्रम नियम व अटी प्रमाणे शौचालयाची पुढील दैनंदिन स्वच्छता, परिरक्षण व व्यवस्थापन करण्यासाठी मंडळाचे सर्व पदाधिकारी कटीबद्ध राहतील तसेच बांधकाम प्रगतीपथावर असताना संबंधित कंत्राटरास आवश्यक ते सहकार्य करण्यास तसेच रहिवाश्यांकडून मासिक सेवा शुल्क गोळा करून शौचालयाचे परिरक्षण व व्यवस्थापन करण्यास मंडळाचे पदाधिकारी तयार आहेत असे सर्वानुमते ठरले.

उपरोक्त ठराव श्री..... यांनी मांडला व त्यास श्री..... यांनी अनुमोदन दिले व ठराव सर्वानुमते संमत झाला.

अनु क्रं.	कार्यकारणी मंडळाच्या सभासदाचे नाव	पद	सही

(अध्यक्ष)

(सचिव)

(खजिनदार)

Annexure-I-1

Model of Detailed Survey Format

Sr. No.	Name of the Head of family	Room Ration No.	No./ Card	Sex	Adults		Total Adults	No. of children below 10 years		Total	No. of children between 10 to 18 years		Total	Total Members
					Male members	female member		Boys	Girls		Boys	Girls		

1) Total Adults : _____

2) Below 10 years : _____

Boys : _____ Girls : _____ Total: _____

3) Between 10-18 years

Boys : _____ Girls : _____ Total: _____

Signatures of Secretary, President and treasurer

Annexure-J-1

सर्वेक्षण नमुना परिशिष्ट

बृहन्मुंबई महानगर पालिकेच्या स्वच्छ भारत अभियान अंतर्गत बांधण्यात येणा-या सार्वजनिक शौचालयाचा वापर करणा-या रहिवाशांची कौटुंबिक माहिती व सहमती दर्शक यादी

बृहन्मुंबई महानगर पालिकेच्या स्वच्छ भारत अभियान अंतर्गत बांधण्यात येणा-या सार्वजनिक शौचालयाबद्दल आमहाला माहिती मिळाली असून सदर माहिती मे.चे पदाधिकारी तसेच महानगर पालिकेचे अधिकारी यांच्याकडून प्राप्त झाली आहे तसेच या योजने अंतर्गत बांधण्यात येणा-या शौचालयास आमची सहमती असून शौचालयाच्या स्वच्छते करीता नियमाप्रमाणे द्यावी लागणारी मासिक सेवा शुल्क नियमित देण्यास आम्ही तयार आहोत. शौचालयाबाबत दिलेली सहमती आम्ही कोणत्याही व दबावाखाली न येता स्वखुशीने दिलेली आहे.

अनु क्र.	कुटुंब प्रमुखाचे नाव	एकूण प्रौढ स्त्री/पुरुष	१० वर्षावरील मुले/मुली	१० वर्षाखालील मुले/मुली	कुटुंब प्रमुखाची सही

(अध्यक्ष)

(सचिव)

(खजिनदार)

Annexure –K-1

कार्यक्रमाचा प्रचार व प्रसिध्दी अहवाल सार्वजनिक शौचालयाच्या बांधकामाकरीता वस्तीमध्ये कार्यक्रमाची प्रचार प्रसिध्दी करण्यात आलेला अहवाल

आज दिनांक..... रोजी बृहन्मुंबई महानगर पालिकेच्या स्वच्छ भारत अभियान अंतर्गत बांधण्यात येणा-या प्रस्तावित सार्वजनिक शौचालयाच्या बांधकामाकरीता वस्तीमध्ये कार्यक्रमाची प्रचार प्रसिध्द करण्यासाठी तसेच शौचालय संदर्भात सविस्तर चर्चा करण्याकरीता बैठक बोलविण्यात आली होती सदर बैठकीमध्ये मे..... चे पदाधिकारी व हे पदाधिकारी उपस्थित होते.

सदर बैठकीमध्ये मे..... चे पदाधिका-यांनी वस्तीतील लोकांना बृहन्मुंबई महानगरपालिकेच्या घन कचरा व्यवस्थापनाच्या स्वच्छ भारत अभियान अंतर्गत बांधण्यात येणा-या प्रस्तावित सार्वजनिक शौचालयाबद्दल परिपूर्ण माहिती दिली तसेच प्रस्तावित सार्वजनिक शौचालयाचा कच्चा आराखडा बैठकीत सहभागी शौचालयाचा वापरकरत्या लोकांसमोर मांडण्यात आला. बृहन्मुंबई महानगरपालिकेची ही वास्तू आपली असून तिची पूर्ण देखभाल करणे हे आमचे प्रथम कर्तव्य आहे असे आम्हास समजावून सांगण्यात आले. तसेच प्रस्तावित सार्वजनिक शौचालय बांधकाम प्रगतीपथावर असताना संबंधित कंत्राटदारास आवश्यक ते सहकार्य करण्यास आम्ही कटीबद्ध राहावे या संदर्भात समजावून सांगण्यात आले. वस्ती स्वच्छता कार्यक्रमाच्या नियम व अटी प्रमाणे लागणारी सर्व कागदपत्र व इतर सहयोग करण्यास आम्ही तयार आहोत तरी कृपया प्रस्तावित शौचालयाचे काम त्वरीत सुरु करुन आम्हास सहकार्य करावे ही विनंती.

अनु क्रं.	कार्यकारणी मंडळाच्या सभासदाचे नाव	पद	सही

(अध्यक्ष)

(सचिव)

(खजिनदार)

ANNEXURE: L-1

**MODEL MEMORANDUM OF UNDERSTANDING (MOU) WITH COMMUNITY
BASED ORGANISATION UNDER SLUM SANITATION PROGRAMME (MCGM)**

MEMORANDUM OF UNDERSTANDING (MOU) made on this _____ day of _____, 2015 between Shri _____, Deputy Municipal Commissioner (Zone) for the Municipal Corporation of Greater Mumbai (MCGM) are hereinafter referred to as the "Deputy Municipal Commissioner" (in which expression shall include his successor or successors and assigns for the time being holding the said office of the Deputy Municipal Commissioner of the ONE PART (hereinafter collectively referred to as the party of the First Part) and _____, a Housing Society registered under the Co-operative Housing Societies Registration Act 1961 of the Co-operative Societies Act 1960 under bye-law No.12(1) & 10(1) Maharashtra State under No. _____ dated _____ having their office at _____, hereinafter referred to as "Community Based Organisation (CBO)" (in which expression shall, include its successor or successors and assigns) on the OTHER PART (hereinafter referred to as the party of the Second Part).

WHEREAS, concerned legitimate authority is absolutely owner of land and M.C.G.M. possessed the toilet block at _____, excluding land surrounding on which it is constructed under Slum Sanitation Programme (Survey No. _____) more particularly described in the schedule written.

AND WHEREAS CBO is a registered society/group of people dedicated to Health and Welfare Service and an institution recognized by the State Government.

AND WHEREAS the said CBO has offered for operation and maintenance of P.S.C./Urinals, Bathrooms, etc. constructed under the Slum Sanitation Programme at the above address for the use of slum dwellers residing at _____.

AND WHEREAS the CBO has agreed that the permission to maintain the P.S.C./Urinals, Bathroom is issued to them subject to the Corporation's right to revoke the same at any time in case of any breach of the terms and conditions.

AND WHEREAS it is now necessary to record the terms and conditions in writing, on which the permission is granted by the MCGM to the C.B.O.

NOW IT IS HEREBY AGREED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

1. The Deputy Municipal Commissioner (Environmental), hereby grants the permission to the CBO to maintain the P.S.C. block constructed under Slum Sanitation Programme situated at _____.
2. It is hereby agreed that this permission for maintaining the said P.S.C., Urinals, Bathrooms etc. is granted by MCGM to the CBO shall not create any right or interest in favour of CBO over the P.S.C./Urinal, Bathroom.
3. Any variation or change in the structure as shown in the as built drawing will be considered as unauthorized construction and the MCGM shall be at liberty to demolish the same without giving any notice and recover the cost of the demolition from the CBO.
4. The possession of the land along with P.S.C. blocks shall vest with the MCGM. The CBO shall be permitted uninterrupted use of the P.S.C. blocks on the land and shall maintain them.
5. The CBO is allowed to introduce a monthly family pass system or recover such prescribed amounts in future as may be required to defray expenses for operation and maintenance, however, urinal facility shall be provided free of cost. If the site is misused and the operation and maintenance is not done satisfactorily, the Corporation can revoke the permission forthwith and remove the attendance caretaker from the site.
6. The CBO shall maintain the overhead water storage tank provided above the said P.S.C. blocks at their own cost.
7. Water charges and electricity charges will be borne by the CBO during maintenance period. If any misuse of electricity or water is found on inspection by MCGM the permission will be revoked.
8. The CBO shall furnish the names of the persons who are appointed as Attendant/ Caretaker for the said P.S.C. blocks and their names will be registered with the MCGM. The said attendant / caretaker of the CBO shall not allow any other person to occupy the said P.S.C. block.
9. The CBO shall maintain books of accounts, which should be updated and audited from the Charity Commissioner's office and audited copy of yearly expenditure statement should be furnished to the MCGM

10. The CBO shall give all facilities and co-operation to the employees of the MCGM in case of major structural repairs/ maintenance of the drainage and/or other utility services
11. The CBO shall allow the use of the said P.S.C. throughout the day and night every day including Sunday and holidays, by the public irrespective of their caste, creed, religion, colour, grade and language.
12. The CBO shall maintain the P.S.C. and the immediate vicinity in a clean condition at their own cost by engaging their own person to the satisfaction of the Deputy Municipal Commissioner (Zone.....) or any officer authorized by him.
13. The CBO shall use effective disinfectants and deodorants for cleansing of the said P.S.C./Urinals for which no cost will be borne by MCGM
14. The CBO shall immediately attend to the replacement of defective and damaged wiring and other electrical fittings, replacement of worn-out water pipes, drainage pipes and any other fitting and maintain clean conditions.
15. The CBO shall make their own arrangement to remove any drain choke etc. in the P.S.C. to keep the sewage disposal system functioning properly.
16. The CBO shall carry out repairs/ replacement to doors, windows, broken tiles/ plaster, R.C.C. jallies, wire mesh, ground channels, soil pans, urinal fixtures traps, flushing cisterns collapsible doors, etc. at their own cost during the maintenance period.
17. The CBO shall make their own arrangement for security of the said P.S.C. block.
18. The CBO shall attend to the suggestions received from the staff of MCGM
19. The CBO shall not construct any additional structure in and around the P.S.C. block.
20. The CBO shall not use the said P.S.C. for any other purpose.
21. The CBO shall not assign, transfer or sublet the permission to any other agency.
22. The CBO shall be responsible and shall indemnify the MCGM from any harm or injury caused to life or property due to any cause.
23. The MCGM shall not be responsible for any damage, loss or injury caused to the property or person of the CBO or their servants or to public using facility from any cause whatsoever during maintenance period.
24. The CBO shall be responsible for any claim, damage, suit, and litigation, demands that may arise during the maintenance period and shall indemnify MCGM towards such claims.
25. In the event of the CBO committing any breach of the terms and conditions, the Deputy Municipal Commissioner (Zone.....) shall be entitled to terminate the agreement and on such termination, the attendant/ caretaker found on the premises would be removed from the said premises.
26. In all cases of disputes, the Municipal Commissioner's decision shall be final and legally binding upon the CBO.

27. In case if the site is required for MCGM's use or for any public purpose the CBO shall forthwith vacate the same, the Deputy Municipal Commissioner (Zone.....) / MCGM shall be at liberty to terminate the permission. The CBO shall not be entitled to claim any damage or loss in fees etc. due to termination of the permission.

28. The CBO shall be responsible for the observance of all the rules and regulations laid down or as may be laid down hereafter from time to time by the Deputy Municipal Commissioner (Zone.....) in this behalf.

29. The CBO may put up or allow any person or persons to put up hoarding on relevant social message in the P.S.C. premises.

In witness whereof the Deputy Municipal Commissioner (Zone.....)/ CBO have hereunto set their respective hands and seals on the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY _____)

THE within named, Shri _____)

Deputy Municipal Commissioner (Zone.....)

for Slum Sanitation Programme of Municipal Corporation)

of Brihan Mumbai, in the presence of _____)

1. Ward Ex. Engr. _____)

2. Asstt. Engr.(SWM) ward _____)

The Common Seal of the

was hereunto affixed

pursuant to the Resolution of the

Managing Committee

Dated

1. Shri/Smt. _____ President of the CBO

2. Shri/Smt. _____ Treasurer, Member of the
Managing Committee

AND

3. Shri/Smt. _____ Secretary of the CBO

Hereunto affixed their signature

in token thereof witness to the MOU.

**SCOPE FOR MINOR AND MAJOR REPAIR DESCRIBED IN MOU TO BE
SIGNED BETWEEN MCGM AND C.B.O.**

C.B.O.	MCGM
1. Maintain the overhead water storage tank.	1. Major structural repairs shall be carried out by concerned Ward office. Structural repairs include.
	i) Collapse of External Wall.
	ii) Or Collapse of Roof Slab due to corrosion etc.
	Repair to sewer lines, maintenance of manholes de-silting of sewers etc. which are located outside the boundary of the settlement.
2. Water charges and electricity charges will be borne by CBO	Fees for initial electricity and water connection will be borne by MCGM
3. CBO will co-operate to MCGM for any major structural repairs/ maintenance of the drainage and utility services.	
4. CBO shall use effective disinfectant and deodorants for cleaning of PSC/ Urinals.	
5. CBO shall make replacement of defective and damaged wiring and electrical fittings, replacement of worn out pipes, drainage pipes or other fittings to maintain clean condition.	
6. CBO shall remove drain choke to PSC & sewage disposal system.	
7. CBO shall carry out repairs/ replacement of doors, windows/ broken tiles, plaster R.C. jallies, plumbing, wiremesh, ground channels soil, urinal fixtures, traps, flushing cisterns, collapsible door, etc.	

Annexure –M-1

Quarterly Report of Community Toilet Block to Be Generated By Junior Overseer (SWM) Ward/NGO

Quarterly report	1 Jan -31 March 1 April – 30 June 1 July – 30 September 1 October – 31 December		
1	Ward		Beat
2	Location of toilet block		Visited on
3	Name of C.B.O.		
4	Height of structure (tick)	G only <input type="checkbox"/>	G187+ <input type="checkbox"/>
5	Total number of seats & number of functional /nonfunctional seats	Total toilet seats: Toilet seats separate <input type="checkbox"/> for gents & ladies YES <input type="checkbox"/> NO <input type="checkbox"/>	
		Toilet seat facility	Number of seats Function al <input type="checkbox"/> Non-Function al <input type="checkbox"/>

		Gents on GF			
		Gents on FF			
		Ladies on GF			
		Ladies on FF			
		Western toilets			
6.	Number of functional and non functional additional facilities	Additional Facility	Number of facilities		Reason for non-functionality/absence
			Functional	Non functional	
		Children's Squatting area			

		Urinals			
		Gent's bathroom			
		Ladies Bathroom			
7.	Caretaker room location	GF <input type="checkbox"/> FF <input type="checkbox"/> SF <input type="checkbox"/> None <input type="checkbox"/>			
8	Name of caretaker				
9	Sewage disposed into	Tank cleared by municipality	Sewage into open drains	Sewage into municipal sewerage Connection	
10	Note sewage problems (choking, septic tank clearing problems, overflow)				
DESLUDGING/CLEANING OF SEPTIC TANK					
11.	Sewage disposal method	Sewage <input type="checkbox"/> Septic tank <input type="checkbox"/> Aqua privy <input type="checkbox"/>			
12.	Cleaning of septic tank	YES <input type="checkbox"/> NO <input type="checkbox"/>		Date of last cleaning:	
13.	Method of cleaning of septic tank	Manual <input type="checkbox"/> Cess pool lorry <input type="checkbox"/> Through CBO fund <input type="checkbox"/>			
14.	Cleaning of vent pipes	YES <input type="checkbox"/> NO <input type="checkbox"/>		Date of last cleaning:	
15.	Condition of vent pipes	present <input type="checkbox"/> Absent <input type="checkbox"/> In Good working condition <input type="checkbox"/> Broken & need repair <input type="checkbox"/>			

16.	Condition of overflow of septic tank		
REPAIR-PHYSICAL ASSESSMENT			
Condition of Fittings, Fixtures and Finishing Material			
17.	No. of doors & door frames	In usable condition :	Need repair:
18.	No. of Windows	In good Condition:	Need repair:
19.	No. of W/C Pans	In usable condition :	Need repair:
20.	Condition of Wash Basins	<u>Gents section</u> Present & used <input type="checkbox"/> Absent <input type="checkbox"/> Present but not used <input type="checkbox"/> If not used : _____ explain why	<u>Ladies section</u> Present & used <input type="checkbox"/> Absent <input type="checkbox"/> Present but not used <input type="checkbox"/> If not used : _____ explain why
21.	No. of water Taps	In usable	Broken/Stolen/

		condition :	Absent:
22.	Condition of water pipes	In Good working condition <input type="checkbox"/> Rusted <input type="checkbox"/> Show Leakage <input type="checkbox"/>	
23.	Lights are available inside?	YES <input type="checkbox"/> NO <input type="checkbox"/> If NO, explain why: _____	<input type="checkbox"/>
24.	Condition of Exhaust Fans	Present and working <input type="checkbox"/> Present but not working <input type="checkbox"/> Absent <input type="checkbox"/>	
25.	Condition of Plaster *	Good and no damage <input type="checkbox"/> Some damage seen * <input type="checkbox"/> Severely damaged * <input type="checkbox"/>	<input type="checkbox"/>
26.	Condition of Dado *	Good <input type="checkbox"/> Slightly damaged <input type="checkbox"/> Severely damaged* <input type="checkbox"/> Absent <input type="checkbox"/>	
27.	Condition of paint *	Good <input type="checkbox"/> OK <input type="checkbox"/> Need Repair <input type="checkbox"/>	
28.	Condition of Flooring *	Good <input type="checkbox"/> Slightly damaged <input type="checkbox"/> Severely damaged <input type="checkbox"/>	
29.	Note any other non-functional facilities		
REPAIR-STRUCTURAL ASSESSMENT			
30.	Leakages seen? If yes, Where?	YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, where?: Roof Slab <input type="checkbox"/> Underground <input type="checkbox"/> Overhead <input type="checkbox"/> Water tank <input type="checkbox"/> water tank <input type="checkbox"/>	
31.	Cracks seen? * If yes, Where?	YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, where? GF: Slab <input type="checkbox"/> Wall <input type="checkbox"/> Column <input type="checkbox"/> Beam <input type="checkbox"/> FF: Slab <input type="checkbox"/> Wall <input type="checkbox"/> Column <input type="checkbox"/> Beam <input type="checkbox"/>	
32.	Exposed reinforcement bars seen?	YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, where? GF: Slab <input type="checkbox"/> Column <input type="checkbox"/> Beam <input type="checkbox"/> FF: Slab <input type="checkbox"/> Column <input type="checkbox"/> Beam <input type="checkbox"/>	

33.	Termite problem?	YES <input type="checkbox"/> NO <input type="checkbox"/>
34.	Note if any major issue	
WATER AND ELECTRICITY CONNECTION ASSESSMENT		
35.	Water supply source	Municipal <input type="checkbox"/> Borewell <input type="checkbox"/> Ring Well <input type="checkbox"/> Get water from homes <input type="checkbox"/> Water on rent <input type="checkbox"/> Tanker <input type="checkbox"/> Tanker frequency _____
36.	Adequacy of water supply (tick)	GOOD (adequate municipal water) <input type="checkbox"/> BAD (toilet closed when water is <input type="checkbox"/> unavailable or water brought OK (not enough municipal water & <input type="checkbox"/> from homes) use alternative sources)
37.	Water connection charges	Residential rate <input type="checkbox"/> Commercial rate <input type="checkbox"/>
38.	Electricity source	Legal <input type="checkbox"/> Illegal <input type="checkbox"/> No Connection <input type="checkbox"/>
39.	Electricity supply	24X7 supply <input type="checkbox"/> Interrupted but available <input type="checkbox"/> No supply <input type="checkbox"/> at night and for pumping

40.	Electricity connection charges	Residential rate <input type="checkbox"/>	Commercial rate <input type="checkbox"/>
41.	Note other electricity and water supply problems if any.		
TOILET CLEANING ROUTINE			
42.	When is it cleaned?	Once a day <input type="checkbox"/>	Twice a day <input type="checkbox"/> More than twice a day <input type="checkbox"/> Not daily <input type="checkbox"/>
43.	Mention reasons for non-cleaning		
44.	Cleaning supplies used	Acid <input type="checkbox"/> Bleach <input type="checkbox"/> Phynol <input type="checkbox"/> Others: _____	
45.	Dustbin (tick)	<u>Gents section</u>	<u>Ladies Section</u>
		Present and used <input type="checkbox"/> Absent <input type="checkbox"/> Present and unused <input type="checkbox"/> Why not used?: _____	Present and used <input type="checkbox"/> Absent <input type="checkbox"/> Present and unused <input type="checkbox"/> Why not used?: _____
46.	Soap for washing hands	<u>Gents section</u>	<u>Ladies section</u>
		Present <input type="checkbox"/> Absent <input type="checkbox"/> Explain why soap: _____ is absent	Present <input type="checkbox"/> Absent <input type="checkbox"/> Explain why soap: _____ is absent

47.	Mode of disposal of sanitary napkins		
48.	Bucket inside toilets	<u>Gents section</u> <input type="checkbox"/> <input type="checkbox"/> Present Absent	<u>Ladies section</u> <input type="checkbox"/> <input type="checkbox"/> Present Absent
49	Cobwebs observed	Yes <input type="checkbox"/>	No <input type="checkbox"/>
50	Spitting observed	Yes <input type="checkbox"/>	No <input type="checkbox"/>
51	Source of funds for repairs	MP/MLA funds <input type="checkbox"/>	CBO funds <input type="checkbox"/> Other: _____
52	Cleanliness of surrounding of toilet (upto 15 ft.)	Yes <input type="checkbox"/>	No <input type="checkbox"/> If No, Explain why _____
TOILET USAGE STATISTICS			
53	Family passes issued?	Yes <input type="checkbox"/>	No <input type="checkbox"/> If No, Explain why _____
54	Pass information	Number of pass holders:	Charge per family per month:
55	No of pay users /day -toilet	No. of pay/users:	Charges per use:
DISPLAY OF PERMANENT BOARD			
56	Display of free urinals for women	Yes <input type="checkbox"/>	No <input type="checkbox"/>
57	Display of passes available for family	Yes <input type="checkbox"/>	No <input type="checkbox"/>
58	Display of charges for outsiders	Yes <input type="checkbox"/>	No <input type="checkbox"/>
59	Display of charges for users	Yes <input type="checkbox"/>	No <input type="checkbox"/>

OVERALL STATUS		
60	Cleanliness of toilet	Clean and usable <input type="checkbox"/> Not very clean <input type="checkbox"/> Not clean but used <input type="checkbox"/> but usable due to the need
61	Physical condition	Looks good <input type="checkbox"/> Partially broken <input type="checkbox"/> Bad condition but <input type="checkbox"/> but usable used due to the need
How would you rate this toilet? ☆ <input type="checkbox"/> ☆☆☆ <input type="checkbox"/> ☆☆☆☆ <input type="checkbox"/> ☆☆☆☆☆ <input type="checkbox"/> ☆☆☆☆☆☆ <input type="checkbox"/>		

* Give location in separate remarks – item wise.

Signature of ward Jr. Overseer

Name: _____

Contact no. _____

I have verified that all the columns of the format are filled all respects by the concerned J.O.after site visit on _____

Sign of Supervising Authority

Name: _____

ANNEXURE – N-1

SAMPLE CALCULATIONS FOR DESIGN OF SEPTIC TANK

For 21 Seated Community Toilet:

ASSUMPTIONS :

- i) No. of Users per seat: 35
- ii) Sludge Cleaning Interval: 3 (Three) months.
- iii) Sludge accumulation rate: 0.00021 cum per capita per day.
- iv) Waste water detention period: 2 days
- v) Waste water entering the tank: 8 liters per user.
- vi) Scum accumulation: 30% of sludge volume.
- vii) Total capacity of Septic tank: Waste Water + Sludge + Scum.

CALCULATIONS

$$\text{Total No. of User} = 21 \text{ seats} \times 35 \text{ user seat} = 735$$

$$\begin{aligned} \text{A. Waste Water entering the septic tank} &= 8 \times 735 \text{ liters per day} \\ &= 5880 \text{ liters per day.} \end{aligned}$$

$$\text{Total capacity of the septic tank} = 2 \times 5880 \text{ liters}$$

$$\text{(for detention period 2 days) for waste water} = 11760 \text{ liters or } 11.76 \text{ cum. (i)}$$

$$\text{B. Volume of the Sludge Storage} = 0.00021 \times 735 \times 365/2$$

$$\text{(ii)} = 28.16 \text{ Cum.}$$

$$\text{C. Volume of scum} = 30/100 \times 28.16$$

$$\text{(iii)} = 8.448$$

$$\text{Required Total Capacity of the Septic Tank} = \text{Total Waste Water} + \text{Sludge} + \text{Scum}$$

$$= \text{(i)} + \text{(ii)} + \text{(iii)}$$

$$= 11.76 + 28.16 + 8.448$$

$$= 48.368 \text{ Cum.}$$

$$= \text{Say } 49 \text{ Cum.}$$

Taking depth of the septic Tank below its top liquid level as 1.5 m.

$$\text{Area of the tank} = 49/1.5 = 32.66 \text{ Sq. m.}$$

$$\text{Taking width of the tank} = 4 \text{ m}$$

$$\text{Length of the tank} = 32.66/4 = 8.16\text{m.}$$

Since, the length of tank shall be 2 to 4 times the Width

$$\text{Ratio of Length to width} = 8.16 \text{ m}/4\text{m} = 2.04$$

Hence, O.K.

Considering free board of 30 cm. total depth

$$\text{of the septic tank} = 1.5 + 0.3 = 1.8 \text{ m.}$$

Overall internal size of the Tank = 8.16 m x 4m x 1.8 m.
--

Note: The above calculation is sample calculation. The contractor shall submit the hydraulic & structural design of septic tank as per IS 2470-1985 for each & every toilet block individually in accordance with site condition.

ANNEXURE - O-1

POUR CARD FOR RCC TOILET BLOCK

Name of Work			
Contractors			
Name of CBO			
Proposed Activity			
Date of Concreting		Grade of Concrete	M20

A	PRE-CONCRETING:	YES	NO
	Availability of required Material & equipment		
1	Required Quantity of Constn. Material Cement / sand /Metal/ water is stacked on site		
2	Steel is provided in place as per design /drawing with proper covering		
3	Cement test results received		
4	Brand of Cement:		
5	Shuttering is provided		
6	No. of vibrators-needle provided (40/60) on site		
7	Mixer in working condition on site		
8	Whether centering, shuttering found satisfactory		
9	Requisite cube moulds (Nos) Nos. are kept ready on site		

10	Slump cone set is available on site		
11	Hessian Cloth for curing is kept ready		
12	Approx. Quantity of concrete:		
B	DURING CONCRETING:		
1	Approximate quantity of concreting done	Cum	
2	Measurements of Work done		
3	Grade of concreting	M-20	
4	Vatas provided for slab		
5	Slump of concreting	mm	
6	No. of cubes cast		
C	POST CONCRETING:		
1	Finish surface of concrete after concreting	Bad/ fair/ Good	
2	Whether sufficient curing is being done		
3	Cube Test result is received		
4	Stability certificate is received		
<p>Contractor/ Engineer Structural Engineer Site In-charge</p> <p>Asstt. Engr.</p>			