



**E-Tender for
Outsourcing of Water Meter Reading for Residential / Non-Residential buildings in Non Slum
Area of MCGM**

Website: <http://portal.mcgm.gov.in/tenders>

Office of the Hydraulic Engineer,
Hydraulic Engineer's Department,
M. C. G. M. Engineering Hub Building, First Floor,
Dr. E Moses Road, Worli,
Mumbai - 400018.

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SECTION 1

E-TENDER NOTICE

MUNICIPAL CORPORATION OF GREATER MUMBAI

Hydraulic Engineer (P & C)

No. AMC(P)/777/ dated 11.05.2021

E-TENDER NOTICE

Subject: E-Tender for Outsourcing of Water Meter Reading for Residential / Non-Residential buildings in Non Slum Area of MCGM

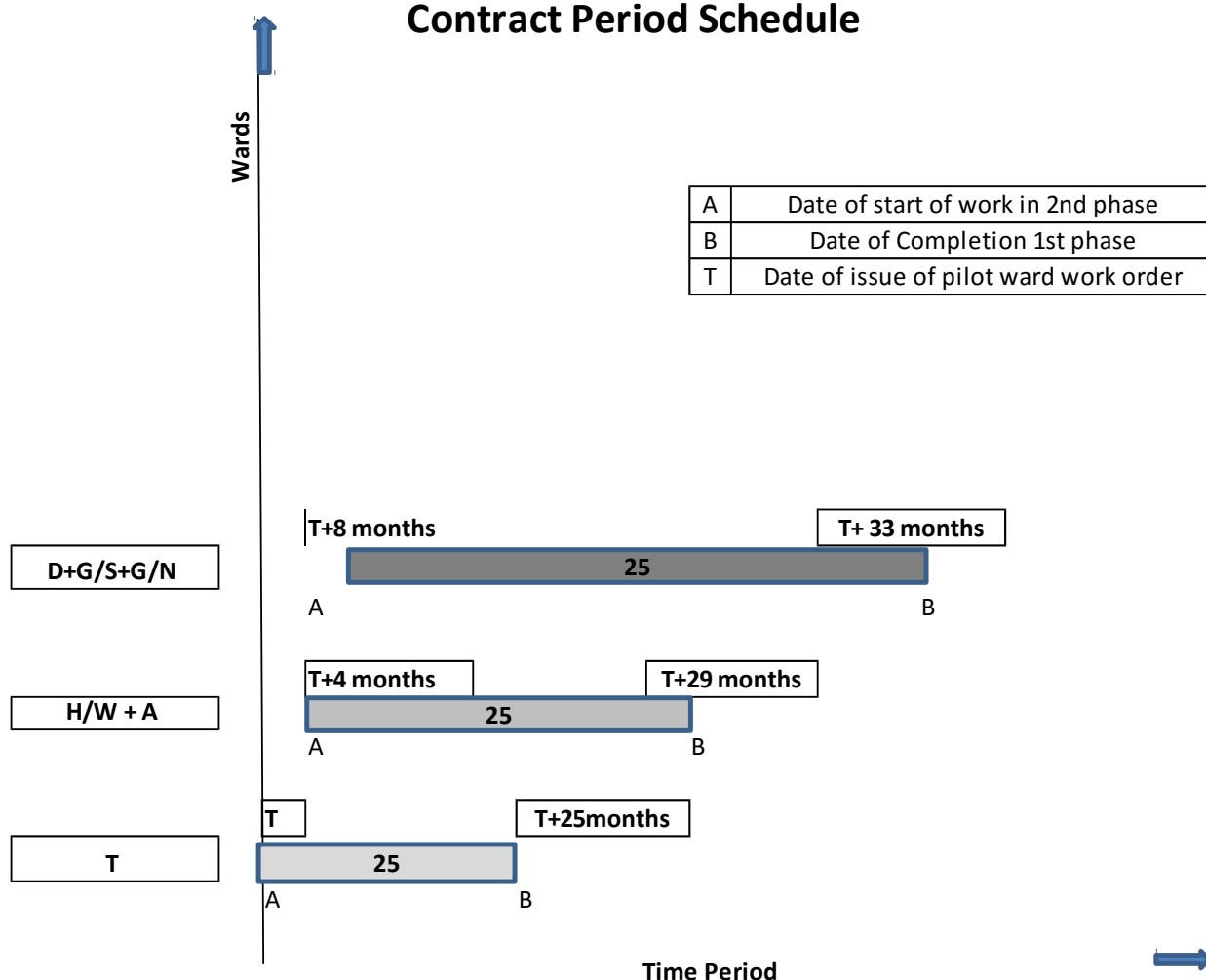
The Municipal Corporation of Greater Mumbai (MCGM) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013, the contractors registered with the Municipal Corporation of Greater Mumbai, (MCGM).

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. 9870/- (Rs. 9400/- + 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), 4th floor, Municipal Headquarter.
- ii) Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai
- iii) For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra, CA.

Contract Period Schedule



Phase-I				
Wards	Date of issue of work order	Training period (After issuing of work order)	Actual period of working for each ward	Remark
T ward	T	1 month	24 months	
H/West +A ward	T+120 days	1 month	24 months	Work order will be issued after 4 months working period of T ward including training period
Phase-II				
D + G/South + G/North ward	T+120 days+ 90days	1 month	24 months	Work order will be issued after 7 months working period of phase I including training period
T = Date of issue of Work order				

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of Rs. 47,520/- (Rupees Fourty Seven Thousand Five Hundred Twenty only) (the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on MCGM portal (<http://portal.mcgm.gov.in>) as mentioned in the Header Data of the tender.

As per THREE Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendors' document online in Packet A, B and for packet C, bidder fill the data in item data tab in service line item via details and quotes his rate or percentage. 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 Hydraulic Engineer, 1st Floor, Engineering Hub Building, Dr. E. Moses Road, Worli, Mumbai-18. 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.mcgm.gov.in>)

The Applicants interested for the above referred works may contact the Hydraulic Engineer at the following address on any working day during office hours.

Office of: Hydraulic Engineer., MCGM
Hydraulic Engineer's Department,
M. C. G. M. Engineering Hub Building, First Floor,
Dr. E Moses Road, Worli,
Mumbai -400018.

The applicants may wish to visit the HE Dept. under reference located at above address to collect the information of the present status from the department who have invited the bids.

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/-

Dy. Hydraulic Engineer (P&C)

HEADER DATA

Tender Document No	7200026624
Name of Organization	Municipal Corporation of Greater Mumbai
Subject	Outsourcing of Water Meter Reading for Residential / Non-Residential buildings in Non Slum Area of MCGM
Cost of Tender	Rs. 9870/- (Rs. 9400/- + 5% GST)
Bid EMD	Rs. 47,520/-
Date of issue and sale of tender	28.01.2022 from 11:00Hrs
Last date & time for sale of tender	17.02.2022 upto 12:00Hrs
Last date & time for Submission of Packet A, B, C (Online) and Bid EMD	17.02.2022 upto 16:00Hrs
Pre-Bid Meeting	04.02.2022 at 11:00Hrs in conference room of Hydraulic Engineer, Municipal Engineering Hub Building, First Floor, Dr. E. Mozes Road, Worli, Mumbai-400018
Opening of Packet A	18.02.2022 after 12.00Hrs
Opening of Packet B	18.02.2022 after 12:15Hrs.
Opening of Packet C	03.03.2022 after 15:30Hrs
Address for communication	Office of Hydraulic Engineer, Deputy Hydraulic Engineer's Department, M. C. G. M. Engineering Hub Building, First Floor, Dr. E Moses Road, Worli, Mumbai - 400018.
Venue for opening of bid	Office of Deputy Hydraulic Engineer (Planning and Control), Hydraulic Engineer's Department, MCGM Engineering Hub Building, First Floor, Dr. E Moses Road, Worli, Mumbai – 400018

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 reason thereof.

Sd/-

Dy. Hydraulic Engineer (P&C)

SECTION 2

ELIGIBILITY CRITERIA

2.1 Eligibility Criteria

S. No.	Eligibility Criteria	Proof of Document to be submitted
a)	The bidder should have at least 25 resources on their payroll at the time of bid submission.	Self-certificate from the HR Head listing the following details: 1. Name of the employees 2. Date of Joining
b)	<p>The bidder must have executed at least one Meter Reading Outsourcing work of min. 9000 meters per month /project value of ₹ 28,51,200 (60 % of estimated cost)</p> <p style="text-align: center;">OR</p> <p>Two Meter Reading Outsourcing work of min. 6000 meters per month/ project value of ₹ 19,00,800. (40 % of estimated cost)</p> <p style="text-align: center;">OR</p> <p>Three Meter Reading Outsourcing work of min. 4500 meters per month/ project value of ₹ 14,25,600. (30 % of estimated cost)</p> <p>in any one year of last seven year for any Govt./ Semi Govt/ public Sector utilities (Water/Gas/Electricity) in India.</p>	Copy of Relevant Work Order and Client certificate signed by a competent authority clearly stating the scope, consumer base and the contact details of the reference person.
c)	The bidder should have an office in MMR region.	
d)	The Bidder or any of its partners/directors etc should not have been blacklisted by any of the government agencies.	
e)	The Bidder should be a Registered Company/Partnership/Sole Proprietorship in India and should be in existence for at least the last 3 (Three) years as on date of submission of the bid.	
f)	The Bidder should have minimum average annual turnover of ₹ 15 lakhs (Rupees Fifteen Lakhs) during the last following 3 (Three) financial years (FY 2018-19, 2019-20, 2020-21) from the manpower supply services.	

2.2 Financial Capacity

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to estimated cost amount of ₹ 15 Lakhs of similar work in last three (3) financial years immediately preceding the Financial Year in which bids are invited.

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

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

- Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial 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 advisers, is provided to Applicant(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments arrived at by the 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 advisers 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 advisers 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 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

4.1 Background:

Municipal Corporation of Greater Mumbai (MCGM) is the primary organization responsible for urban governance in Greater Mumbai.

Mumbai covers an area of 437.71 sq.km and houses approximately 12.4 million people. Municipal Corporation of Greater Mumbai (MCGM) established in 1882 as India's first Municipal Corporation is the largest local body in Asia with annual revenue of INR 31,178 Crore (2018-2019). MCGM caters to supply water to the citizens of Mumbai. The city has three zones viz. City, Eastern Suburbs and Western Suburbs. It is further divided into 24 wards.

There are about 4.17 Lakh water connections in the MCGM boundary. The water charges bills of the water connections are prepared after reading the water meter by the Meter Inspector. Water charges bills are made Monthly (M) about 22500 nos. and/or Quarterly (A, B & C cycle) about 3,91,600 nos. Approximately about 4500 to 5000 water charges bills are made daily. It is essential for the revenue of the Corporation to read the water meter, enter the meter data in the computer, printing of water charges bills and distribute the same to connection holders.

SECTION 5

E-TENDERING ONLINE

SUBMISSION PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

5.1 TENDER DOCUMENT:

e-Tender document is not transferable. Tenderer are requested to read carefully the following directions, terms and conditions of the contract. Tenderer has to sign the form of tender, annexure, specifications and bill of quantities and rates etc. after making appropriate entries wherever necessary, before uploading the scanned copies of these various documents of tender. All entries should be in clear writing and legible. Any corrections made by the tenderer in his entries must be attested by the signatory. e-Tenders containing erasures or alterations not so attested or written in illegible form are liable to be rejected. Contents of the tender documents are as per Index page.

5.2 COST OF e-TENDERING

The Corporation shall not defray expenses incurred by any tenderer(s) in tendering and shall not be bound to accept the lowest or any tender. The tenderer(s) shall bear all costs associated with the preparation and submission and uploading of his Tender, and the Employer will in no case be responsible and liable for those costs.

5.3 INVITATION OF e-TENDER:

The Municipal Commissioner for and on behalf of the Municipal Corporation of Greater Mumbai, hereinafter referred as 'The Corporation' will receive tender for the above work by electronic mode i.e. internet through respective MCGM website.

5.4 LANGUAGE OF e-TENDER:

e-Tender shall be written in English, information in any other language shall be accompanied by its translation in English. Only English text shall be governing in e-tendering.

5.5 PROCESS TO BE CONFIDENTIAL:

Information relating to the examination, clarification, evaluation and comparison of tender and recommendations for the award of a contract shall not be disclosed to e-tenderer or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's processing of tenders or award decisions may result in the rejection of his tender, and his disqualification.

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of tenders in addition to manual. The SAP module to be used in this E-tendering is known as Supplier Relationship Module (SRM). SRM is designed and introduced by ABM Knowledge ware Ltd. who will assist 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 e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online tendering process.

Start Date read as “Sale Date”

End Date read as “Submission Date”

Supplier read as “Contractor/bidder”

Vendor read as “Contractor/bidder”

Vendor Quotation read as “Contractors Bid/Offer”

Purchaser read as “Department/MCGM”

I. Before entering in to online tendering process, the bidders should complete the registration process so as to get User ID for E-tendering links. For this, the bidders 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 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)

Vendor fills up Self Registration form via accessing MCGM portal.

Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.

Accepted Vendor receives User ID creation email with Link on his supplied mail Id.

Vendor creates his User ID and Password for e-tendering application.

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

Access e-tender link of SRM Portal

Log in with User ID and Password

Selects desired Bid Invitation (he wants to bid)

To download tender documents bidder 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, Bidder can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.

Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.

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.

All the documents uploaded have to be digitally signed and saved. Bidder can procure there digital signature from any certified CA's in India.

Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned in tender.

For commercial details (in Packet **C**) bidder 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.

Applicants to check the bid, digitally signs & save and submit his Bid Invitation.

Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.

Please note that "Hold" action do not submit the Bid.

Applicants will receive confirmation once the Bid is submitted.

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 document for Packet **A & B** are to be uploaded by the tenderer in 'Vendor's document' online in Packet **A & B**. Before purchasing/downloading the tender copy, tenderer may refer to post- Qualification criteria mentioned in e-Tender Notice.

The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screen shot of receipt of payment in Packet '**A**' instead of paying the EMD at any of the CFC centers in MCGM Ward Offices.

The e-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 Deputy Hydraulic Engineer (Construction).

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>).

Tenderer(s) are requested to submit and upload the e-tenders in time on or before the stipulated day so as to avoid rush at the closing hours. MCGM will not be responsible for poor connectivity of network/internet services/connectivity of servers/snag in system/breakdown of network and /or any other interruptions. If any online information uploaded but not received by Bid creator (MCGM) within stipulated time limit, MCGM will not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by Bidders/Contractors or sent to Bidders/Contractors, if not received or bounced back at the receiving end due to any problem in server or connectivity, MCGM will not be held responsible.

Intimations about clarifications / confirmation in the submitted documents will be informed to Bidders/Contractors) by e-mail on their mail ID/letter. The bidders should also send information in reply e-mail/letter to respective offices where the bid is being scrutinized.

SECTION 6

INSTRUCTIONS TO

APPLICANTS

INSTRUCTIONS TO APPLICANTS

A. Personnel:-

Sr.No.	Employees required at following level	Qualification	Experience (years)	Resource Age Limit (Years)	Remarks
1.	Meter Reading Supervisor (MRS)	Any Degree.	3 Years	30-45	Minimum 1 employee
2.	Quality control Supervisor (QCS)	Any Degree.	3 Years	30-45	Minimum 1 employee
3.	Field staff at ward offices.	Min. 12 th Pass	1 Year	20-30	As per requirement.

B. Meter Reading Quantity & Time Period of the Project:-

Entire project should be completed within 24 months of time from the date of award of contract.

1.	Meter Reading Quantity (Nos.)	Max. 360000*
2.	Total Time Period in Months	24

* please refer the **Annexure -DD**

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 of Standard General Conditions of Contract.

The Contractor shall complete the work as per the Schedule given in the Contract and the programme submitted by the Contractor.

C. Contract Execution:-

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

D. 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 canceled and legal steps be taken against the contractor for recovery of the amounts.

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

F. Action when whole of security deposit is forfeited:

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

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

G. 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 ensue as if the contract had been rescinded under above clause J hereof; and in addition the

contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Submission of Tenders:-

PACKET – A

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

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

- a) Valid Registration Certificate.
- b) A document in support of Registration under Maharashtra ‘GST’ Act 2017. GST Registration Certificate in Maharashtra (or equivalent requirement under GST). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST Registration Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.
- c) 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.
- d) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of MCGM.
- e) The bidders shall categorically provide their Email-ID in packet ‘A’.
- f) The registered power of attorney shall be submitted in the name of person who is submitting the bid

NOTE:

- If the tenderer(s) withdraw tender offer during the tender validity period, his entire EMD. shall be forfeited.
- If it is found that the tenderer has not submitted required curable documents in Packet “A” then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of **3 (three) working days** otherwise they will be treated as non-responsive.

PACKET – B

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

- a) The list of similar type of works as stated in ‘ **2.1-Eligibility Criteria** ’ of successfully completed during the last seven years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self-attested. Documents stating that it has successfully completed during the last seven years at least one contract of similar works as stated in para ‘A’ of Post qualification.
- b) Annual financial turnover for preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bids are invited. Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited. (Proforma – II)
- c) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, net of the tenderer’s commitment of other contracts (Certificate from Bankers / C.A. /Financial Institution shall be accepted as an evidence).
- d) Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
- e) The undertaking of Rs.500/- stamp paper as per the proforma annexed in ‘Annexure B & C’
- f) All Proforma, Annexure (Except Annexure-I to VIII), Form of Tender, Information about status of tender, etc.
- g) Irrevocable undertaking.
- h) Undertaking on Rs.500/- stamp paper for conversant to all site situation.
- i) Tenderer shall submit the undertaking stating that he will submit license certificate from office of Labour Commissioner.
- j) Information on litigation history in which tenderer involved.

Note:

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

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

1. A note on how the whole work will be carried out (work plan including methodology).
2. Quality management plan.
3. All the activities included in the Scope of Work shall be covered in the work plan.

Note:

- i. The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to 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. 200 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
- ii. The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to 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. 200 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

Note:

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

PACKET – C

- a. For Packet ‘C’ tenderer(s) will fill data in ‘Item Data Tab’ in Service Line Item via Details and quotes his percentage variation figures

BID SECURITY OR EMD

- The successful bidder shall pay Bid Security of **1% (One Percent)** of the total contract cost
- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centers in MCGM Ward Offices.
- Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.

As per revised circular U/no. CA/F/T/32 dated 26.10.2020 :-

- The bid security/EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required security deposit.
- The bid security/EMD and ASD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bill.
- In case, the successful bidder becomes non responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/ EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.
- The Bid Security may be forfeited:
 - a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and/or
 - ii. Furnish the required Security Deposits.
- 1. The cases wherein if the shortfalls are not complied by a 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. Sales Tax Registration Certificate (VAT)
 - iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.,
 - v. Partnership Deed and any other documents
 - vi. Undertakings as mentioned in the tender document.

ii) Non-curable Defect shall mean

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

BID VALIDITY

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

DEFECT LIABILITY PERIOD

Not applicable for this work.

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.

PERFORMANCE GUARANTEE

Performance Guarantee is not applicable as per Circular U/no. CA(Finance)/Project/36 dated 07.12.2020. (Circular attached at Annexure- EE)

REFUND OF CONTRACT DEPOSIT

The Contract Deposit shall be released within 30 days after successful completion of work 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.

Legal + Stationary Charges:

Successful tender shall pay the Legal Charges +Stationary charges as per Circular no CA/03 dtd 22.06.2021.

Contract Value						Legal+ Stationery Charges
1	Rs.	10,001/-	To	Rs	50,000/-	Nil
2	Rs.	50,001/-	To	Rs.	1,00,000/-	Rs. 5710/-
3	Rs.	1,00,001/-	To	Rs.	3,00,000/-	Rs. 9430/-
4	Rs.	3,00,001/-	To	Rs.	5,00,000/-	Rs. 11,330/-
5	Rs.	5,00,001/-	To	Rs.	10,00,000/-	Rs. 13,190/-
6	Rs.	10,00,001/-	To	Rs.	20,00,000/-	Rs. 15,060/-
7	Rs.	20,00,001/-	To	Rs.	40,00,000/-	Rs. 16,960/-
8	Rs.	40,00,001/-	To	Rs.	1,00,00,000/-	Rs. 18,830/-
9	Rs.	1,00,00,001/-	To	Rs.	10,00,00,000/-	Rs. 22,220/-
10	Rs.	10,00,00,001/-	To	Rs.	20,00,00,000/-	Rs. 25,650/-
11	Rs.	20,00,00,001/-	To	Rs.	30,00,00,000/-	Rs. 29,070/-
12	Rs.	30,00,00,001/-	To	Rs.	40,00,00,000/-	Rs. 32,490/-
13	Rs.	40,00,00,001/-	To	Rs.	50,00,00,000/-	Rs. 35,880/-
14	Rs.	50,00,00,001/-	To	Rs.	1,00,00,00,000/-	Rs. 42,720/-
15	Rs.	1,00,00,00,001/-	To	Rs.	2,00,00,00,000/-	Rs. 52,970/-
16	Rs.	2,00,00,00,001/-	To	Rs.	3,00,00,00,000/-	Rs. 59,790/-
17	Rs.	3,00,00,00,001/-	To	Rs.	4,00,00,00,000/-	Rs. 68,290/-
18	Rs.	4,00,00,00,001/-	To	Rs.	5,00,00,00,000/-	Rs. 76,820/-
19	Rs.	5,00,00,00,001/-	To	Rs.	Maximum	Rs. 85,380/-

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.

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.
- 2 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.
- 3 Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to eemr.he@mcm.gov.in. The subject shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: TENDER for "Appointment of vender to read the Water Meter on the water connections given to Residential / No-Residential building in MCGM"**. Any changes in mail ID will be intimated on the portal.

- 4 In case of **Equal Amount** of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs (2 working days) from the day of opening of packet C on same BID-Document number for re-quoting and such development needs to be done by IT department in MCGM's SRM system. **Till such development is made; 'Sealed Bids' shall be called from the bidders quoting the same rates i.e. L1.**
- 5 In case of equal amount of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned Hy. Eng.
- 6 Bidder shall pay Legal and stationary charges as per circular u/no. CA/03 dated 22.06.2021 at page no. 91 to 92.
- 7 The bidder shall pay attention towards the circular under no MDD/696 dated 17/03/2017 at page no. 93 to 94 and MDD/9945 dated 17/03/2017 regarding tender reforms attached with this documents at page no. 95 to 96.
- 8 Please refer circular no. CA/FIN/Project/City/17 dated 06/09/2017 for GST at page no. 99 to 100.

SECTION 7

SCOPE OF WORK

Preamble

Hydraulic Engineer's Department of MCGM supplies 3800 MLD water to Mumbai. In Mumbai, there are about 4.17 lakh water connections. These connection holders (CCN Holders) are mainly of three categories i.e. Domestic (Slum & Non Slum), Commercial and Industrial. Water bills are issued to these consumers after volumetric measurement of supplied water, either on Monthly or Quarterly basis as per designated / pre-defined meter reading frequency. When they have metered connections. Some CCN holders are billed without meters(Fixed billing) they are do not have meters. To facilitate water bills generation on volumetric basis, water meters are required to be read on monthly or quarterly basis. Some building do not have more than one CCN for their entire building along with or without sub meters (SB) for shops to register the water use by commercial activity. The entire group of such CCNs holders is called a family. The water meter reading of all CCN's of a family is required to be read on same day for proper billing purpose as the entire bill is interdependent on all the meter readings & consumption of individual CCN's.

At present meters are read by municipal employees who are known as Meter Inspector (MI). However, due to shortage of Meter Inspectors, existing staff is overburdened and it is affecting entire process of bill generation on time and actual consumption to the CCN holder. To streamline bill generation process MCGM has decided to outsource to meter reading process by appointing private vendors. Initially MCGM wants to outsource meter reading job in 'T' ward of Eastern Suburbs on pilot basis and depending on the success of 'T' ward project will roll-out meter reading programme in 'H West' ward of Western Suburbs and 'A','G/North', 'G/ South' and 'D' Ward of Island City. The details of phase wise time period of the contract is attached at **page no. 5** .The entire wards are divided in water supply zones. Every water supply zones has defined boundaries barring some exceptions. The vendor is instructed to understand water supply zone and CCNs detail in that water supply zone. It is must to complete water supply zone wise meter reading task. Please refer **Annexure – M** for details of water supply zone in T ward, H/W ward and A ward.

MCGM reserves the right of allotting other wards (H/W, A ward) reading work. Details of the connections, no. of water meters required to be read on monthly / quarterly basis can be seen in **Annexure-DD**.

The terms used in this proposal are at **Annexure-L**

In spite of improving the billing process, due to outsourcing, quarterly billing cycle will be converted into monthly cycle which will raise the revenue of MCGM within specific time period.

Services to be delivered by the vendor proposed to be appointed through this RFP are listed below -

Preliminary Work to be carried out by vendor:-

1. Vendor's Meter Reader will inspect the locations of the meter along with the MI or staff provided by AEWW and note down the accurate GPS coordinates so as to desire meter reading route for a path of cycle on basis of next meter reading dates.
2. At the time of commencement of the work (i.e. First reading) intimates the connection holder / watchman / Security Guard if available at site at time of visit of the premises, show his id proof, Xerox copy of work order purpose of visit and approach towards water meter chambers or water meters. If Vendor's Meter Reader is obstructed same should be informed to AEWW immediately.
3. Vendor's Meter Reader should visit the Meter Chamber. Open the meter chamber (big or heavy /small or light), clean the dust, soil and other items over meter and surrounding with a tool without any damage to meter body or dial or flap over the dial, wipe out the soil portion over the meter dial, clean the dial by wet cotton ball (preferably by soap in diluted soap solution), dry it with a clean cotton cloth, verify the meter number of the dial body with record before water meter reading.
4. Vendor will provide QR code or BAR code sticker to identify the meter after verification of meter number, make, dia. of meter, Binder no., Folio No. with AQUA data. Sticker should be water proof and tamper proof. The vendor may use sample sticker attached herewith at **Annexure-N**.
6. Meter Conditions and Activity involve:-

- a) In case the meter is buried, the same to be expose by using tools which can be removed asphalt/shahabad/paver block/concrete etc. And remove the debries to suitable location or back fill if it is dangerous to be kept open. In case, if it is on footpath, pathways in slum / non-slum CCN's. Meter after exposure confirmed with meter number on MCGM record to be examined for working or non-working & remark to be mention on mobile app after taking a photograph. The QR code to be provided if meter body is intact and reading is available. Intimation for excavation and thereafter construction of chamber or meter box in place to be taken before the work from AEWW of the ward and duty secured to CCN holder.
- b) Vendor should also provide the 3 point location drawing of meter for the record. (GPS location) as per the format given by MCGM. This drawing should be submitted to AEWW within 30 days from first reading date.
- c) In case the meter status is NAP/NAT, same to be searched by excavating 0.9mX0.9mX0.6m (Length X Breadth X Depth) maximum (i.e. equal to 0.49 meter cube), wherever required as directed by MCGM representative. The drawing of standard meter chamber is at **Annexure-O.**

7. The vendor's meter reader should read or note down meter number on it's dial, meters manufacturing date (MM/YYYY), Dia. Of meter, Mark the flow direction with arrow.

Secondary Work carried out by vendor:-

1. Enter meter reading in mobile app in reading column.
2. The Vendor's Meter Reader will be introduced MCGM's AQUA system with ID and password for entering meter reading and related data of meter.
3. Take photograph with date and time stamp by tab, check the photo and be sure of the photo quality so that the Meter Reading digits are visible.
4. After opening the chamber if meter is not found, Vendor's Meter Reader should assign following-
 - a. Ask CCN holder if it is stolen or not
 - b. If Yes note down the date of theft as informed by CCN holder
 - c. If piece is provided, inquire the date of fixing of piece by CCN holder or JE/SE Maint.
 - d. In case of change of location, then note down the new location and ask CCN holder about date of shifting / permission form/ name of LP
 - e. If shifting is done by JE/SE Maint, same should be confirm by JE/SE Maint.
 - f. If CCN is found restored then ask for date of restoration, new meter number, make, dia, etc. P-form or restoration order.
 - g. If it is 20 or 25 mm dia. ask to CCN holder the date of fixing the meter verbally and note down the name of CCN holder or person to which Vendor's Meter Reader met.
 - h. If it is 40mm dia. or more than that, ask JE/SE Maint. details of AQUA-8 or meter testing report by MCGM office.
 - i. In case of new meter is observed note matching the data
 - Check Meter Number
 - Check seal
 - Ask CCN holder about test report or intimation given to MCGM.
 - j. Vendor's Meter Reader should confirm following elements of water connection and comment
 1. Any deviation / change in use of water, fraudulent use of water by fixing piece/PVC pipe at location of meter or at location of water main or road boundary observed shall be noted by the Vendor's Meter Reader and entered in data book / mobile app and to inform MCGM accordingly.
 2. Meter make - if meter make found to be other than available in the record note down as discrepancy.
 3. If meter found to be non-working then assign Meter Status as – EXM

(Exchange Meter) with noting down either of the following remarks

- a. Reading showing same as previous reading if there is use of water observed.
- b. If meter is not readable
- c. If the dial is damaged or opaque beyond readable.
- d. Entire body is damaged or deformed.

4. If meter found to be tampered, damaged or seal is broken assign Meter Status as – TPR (Meter Tampered)
5. If observed reading is less than previous reading then assign Meter Status as – RVS (Meter Reversed)
6. On cleaning of the dial if meter index (reading) is not visible due to frosty dial or dial found to be broken or leakage near / through meter then assign Meter Status as – MMR (Meter Maintenance Required)
7. Damaged pipe near meter
8. Stop Meter – EXM (Exchange Meter)
9. Any Bypass
10. Chamber Condition (if applicable)
11. Leakage near Meter or in premises (Inform to ward staff)
12. Meter Replaced / not replaced

- k. Writes the date of meter reading, captures the meter reading either manually or with the mobile app and assigns meter status code. This data will be uploaded in AQUA with mobile app at real time.
- l. Properly closes the Meter Chamber with cover and leaves premises. Some societies do take sign in their register of visitor which are to be filled by Vendor's Meter Reader.
- m. If Vendor's Meter Reader is obstructed same should be informed to AEWV immediately.

5. At the end of the day Vendor's Meter Reading staff shall handover the data collected to his supervisor for further submission to MCGM.
6. On the next working day Vendor's Supervisor shall handover data in the format indicating CCN details, Reading, Meter status, Name of Vendor's Meter Reader, reading date etc. in soft or hard copy as requested by MCGM to Meters Supervisor of MCGM through e-mail in CVS format or excel form as directed.
7. MCGM's Meters Supervisor checks the consumption high or low accepts for billing. During this process if Meter Supervisor finds any consumption or Meter Status Code assigned by Vendor's Meter Reader to be verified, then he may verify it along with vendor supervisor, hands over a slip / list indicating connection holder and mentions his doubts against each connection holder to Vendor's Supervisor. The verification may be up to 10% of the Vendor's Meter Reader's daily reading work.
8. In case if the consumption is very high (+150 %) then Vendor's Supervisor shall assign the task of rechecking the data furnished by following the steps mentioned at Sr. No. 3 and 4 above through his respective Vendor's Meter Reader and complete his task as mentioned at Sr. No. 5 above.

Regular Work carried out by vendor:-

1. In the last week of every month or every billing cycle Vendor's Meter Reader shall approach Administrative Officer (Meters) working at AEWV's office and avail/get the Meter Reading Schedule for the next month / billing cycle.
2. Vendor's Meter Reader shall explain the meter reading programme for the month to the team and shall distribute the list of connection holders among the Meter Reading Staff appointed by the agency for commencement of meter reading process.
3. Inspects the premises and confirms water is being used for the purpose mentioned in the data furnished by MCGM.

4. In case, if the Sticker/QR code is found removed/not readable by mobile app then the Vendor has to feed the meter details manually in the provided app and take a photograph for a status of sticker/QR code with meter reading. The vendor has to replace or provide such stickers within two days.
5. In case, if the meter is not found at place, vendor to serve the notice signed by AEWV to owner for fixing of new meter.
6. In case, if the meter chamber is not found at place, vendor to serve the notice signed by AEWV to owner for Construction of new water meter chamber.
7. In case the meter is not working, status just like EXM, MMR, NOM, etc. Then these all meters will be replaced by MCGM if available with MCGM or get it from owner/occupier of the building till that period same as 'b' above.
8. MCGM will get appropriate meter fixed if available with MCGM or get it fixed from owner/occupier of the building. Till that period vendor's Meter Reader inspects and take photograph as per billing cycle and will be paid meter reading charges as per quoted rates.
9. In case the meter is theft or stolen, vendor to register it on mobile app. MCGM will get appropriate meter fixed at place if available with MCGM or get it from owner/occupier of the building. Till that period vendor's Meter Reader inspects and take photograph as per billing cycle and will be paid meter reading charges as per quoted rates.
10. Vendor's Meter Reader to use Helmet, Gumboots/safety shoes, fluorescent jackets showing on "MCGM Meter Reading Duty" logo.
11. Vendor's meter reader spray chemical to repel insects, cockroaches & other Scorpions, etc. This process should follow by vendor for every year.

Special Conditions of Contract:

1. Scope of present RFP is divided in two phases i.e. Pilot Phase and Roll-out Phase. In Pilot Phase meter reading activity is to be carried out in 'T' Ward of Eastern Suburbs.
2. After successful implementation of meter reading by the Vendor in 'T' ward, MCGM will assign additional meter reading works in Roll-out Phase for 'H West' of Western Suburbs and 'A' ward of Island City.
 - i. If the Vendor completes the meter reading program as per the schedule for 80 % of the given task in pilot 'T' Ward.
 - ii. The percentage of Data rejection after MCGM's quality check is less than 5 % for pilot 'T' ward.
3. Since the contract is purely a Service Contract and the Vendor will be interface between Connection Holder and MCGM, hence representative / employee of the Vendor must be cordial enough in dealing with connection holders. If it is observed that Vendor's representative / employee misbehaved with the connection holder or in his / her premises then a warning letter will be issued. If such incident repeated second time a penalty as per tender clause.
4. Vendor is not allowed to sublet any of the activities mentioned in this RFP to any another Vendor.
5. The Vendor at his own cost shall have to arrange for uniform to its employees (Formal White Shirt & Blue Pant) with Proper I-Card. No employee from Vendor shall enter connection holder's premises without proper Uniform and I-Card.
6. In case if any ladies staff is deployed by vendor, she must be accompany with a gents employee.
7. The Vendor staff must be physically fit and vendor must insure that all his staff is of bonafide character.
8. Meter reading shall be carried out during day timings between 8.00 AM to 6.00 PM only.
9. Vendor shall have to submit the CV's of the employees to be deployed for this assignment and get MCGM's prior approval before deployment.

10. Vendor shall maintain the Secrecy of data provided for meter reading purpose and should not use it for other than meter reading purpose or shall share with others.
11. The Vendor shall keep a proper check on meter reading taken and as a quality check, develop a mechanism to check at least 2% meter readings randomly and submit the report to MCGM on Monthly basis. Methodology to exercise quality checks shall have to be got approved from MCGM before implementation.
12. Vendor will have to arrange Android Mobile Phones / Tabs for capturing photographs and meter readings for all the Vendor's Meter Readers to facilitate meter reading process without any interruption.
13. Before commencement of actual work, MCGM will arrange for two days training programme for the staff to be deployed by Vendor for explaining the process of meter reading and noting etc. During this training various types of Water Meters which can be seen on the connections will be shown to the staff and they will be trained to read various types of meters. Vendor will have to ensure that his complete staff strength is present for the training. Later, Vendor will have to train new recruits on his own.
14. Initially the vendor will be awarded T ward on pilot basis for meter reading, if he has awarded further wards he has to increase persons/resources for additional work.
15. Vendor shall note that MCGM is in the process of implementing new billing frequency criteria and hence in future number of meter readings to be read on monthly and quarterly basis may change from the data mentioned in **Annexure-DD**. No claim in regards to variation in the quantities or increase or decrease in payments to be receivable by Vendor will be entertained by MCGM.
16. There are some bulk consumers having water meters of dia.100mm and above in pilot area. The number of bulk consumers in A-ward are- 173, and H/W ward are 09 no. and 15 no. in T-ward. This bulk consumers meter chamber covers are heavy and the chamber are deep. For opening this chambers, minimum 3-4 persons are required. For the meter reading, the vendors meter reader may use ladder or safety belt and torch for meter reading. The vendor is instructed to follow all required safety measures.
17. No arbitration is allowed. In case of disputes or difference of opinion arising between the Executive Engineer (Meters) Revenue and the vendor, the vendor can refer the matter to Hydraulic Engineer of MCGM with an advance copy to the Executive Engineer (Meters) Revenue and the decision of Hydraulic Engineer will be final in such case.
18. Every month vendor should provide medical fitness.

Penalty:-

If the vendor could not taken meter reading between 70% to 80% of total reading in the month, the following penalty will be charged:-` (This penalty will be applicable only for T ward for as a pilot ward)

For Monthly task:-

Sr.No.	Situation	Penalty
1	In case meter reading between 80% of total monthly task.	Warning letter will be issued to vendor subject to take balance meter reading of previous month with current monthly task.
2	In case meter reading between 80-75% of total monthly task.	Penalty will be charged equal to no. Of balance meter reading X 2 (Reading Charges per meter)
3	In case meter reading between 75-70% of total monthly task.	Penalty will be charged equal to no. Of balance meter reading X 3 (Reading Charges per meter)

4	In case meter reading between 70-65% of total monthly task	Penalty will be charged equal to no. Of balance meter reading X 4 (Reading Charges per meter)
5	In case meter reading is below 65% of total monthly task	Only 75% of the total payment will be paid.

If the vendor could not taken meter reading between 75% to 95% of total reading in the month, the following penalty will be charged:- (This penalty will be applicable for all the remaining wards wards)

For Monthly task:-

Sr.No.	Situation	Penalty
1	In case meter reading between 95-90% of total monthly task.	Warning letter will be issued to vendor subject to take balance meter reading of previous month with current monthly task.
2	In case meter reading between 90-85% of total monthly task.	Penalty will be charged equal to no. Of balance meter reading X 2 (Reading Charges per meter)
3	In case meter reading between 85-80% of total monthly task.	Penalty will be charged equal to no. Of balance meter reading X 3 (Reading Charges per meter)
4	In case meter reading between 80-75% of total monthly task	Penalty will be charged equal to no. Of balance meter reading X 4 (Reading Charges per meter)
5	In case meter reading is below 75% of total monthly task	Only 75% of the total payment will be paid.

- Maximum 10% of contract cost, penalty will be imposed.
- Once a maximum penalty of 10% of the contract value is reached, MCGM has the right to call for the annulment of contract.
- The total number of connections for reading will be changed due to cut off or new connection. MCGM reserves the right to revise total number of connections to be read.
- The contractor shall submit all the previous monthly bills on 1st week of succeeding month. If vendor fails to do so, the penalty of Rs. 100/week will be imposed.
- Contractor should note that meter readings quantities are approximate, it may vary due to additional connection/disconnection/missed data for which no claim shall be made in Phase I and Phase II work.
- No compensation amount will be paid to the vendor if he fails to complete pilot ward meter reading schedule.

Natural Calamities:

In case of following situation weekly penalty will not be charged to vendor for particular days, but he is supposed to complete monthly task of meter reading.

1. War 2. Flood 3. Earth Quake 4. Riots 5. Law & Order Situation 6. Election date 7. Carfue
8. Strong resistance from CCN holder/Anti social elements.

This decision will be taken by Hydraulic Engineer.

Duties of MCGM:

MCGM will share the data of Aqua Super Water Billing System and will show the location of meters.

1. MCGM will share all new CCN data for printing QR code after project commencement MCGM's vendor.
2. MCGM will share link of mobile app and arrange to train the use of app.
3. MCGM will test some meter readings and it's process will be explained/ duties to vendor's
4. MCGM will assign id and password to vendor for billing process.
5. MCGM will inform the names of vendors meter reader to local police station.

Duties of meter reading supervisor (MRS) :

1. He/She will inspect the ward, get an idea of water supply zone boundaries of the allotted pilot ward.
2. Inspect with MI of MCGM, and GPS tag the meter location, get the meter cleaned with the help of meter reader, stick the QR code/ Bar code on meter after verification with meter number, meter dia, meter make along with AQUA data shared by MCGM and other preliminary works as mentioned above.
3. Allotment of MR for meter reading according to reading date, reading cycle and water supply zone (WSZ).
4. MRS will explain the meter reading process to MR and help in case of any site difficulty, communicate with MI/MS of MCGM.
5. Serve/Tender/Hand over letters/Notices prepared and handed over to him about meters, out-standing.

Duties of Quality control supervisor (QCS) :

1. The quality control supervisor (QCS) will check 5% of the reading taken by MR on the same day (vendors meter reader) through mobile app of pilot ward for which meter reading is commenced by vendors MR.
2. He will accompany the MCGM staff for checking the meter reading on the next day randomly 1% of total reading taken on a previous day to check the quality of the meter reading work.
3. QCS will assist supervisor MRS in cases of meter reading not found due to any reasons other than natural calamities.
4. QCS will verify misuse, fraudulent use by connection holder, structure demolished, meter shifting, new meter installation by connection holder, meter removed for test, stolen meter, new meter fixing by MCGM, connection Demeter, un-metered connection metered, overflow cases, meter tampering cases and assist to MCGM staff. Detailed report to be submitted to MCGM along with photographs.
5. If any doubt in meter reading is observed by MS, QCS should inspect the site and take the reading.

If it is found correct then again 5% will be checked randomly. If any wrong reading is observed to MCGM staff penalty of Rs. 1000/- per wrong reading will be charged.

Mobile Phones Application

The Corporation as part of the ongoing IT Master Planning exercise is considering broader deployment. The Bidder's proposal must include support of a functional environment for a fully automated field workforce. The Corporation strongly desires mobile support to the extent that all mobile applications can be executed on the Hand held units and wireless smart phones.

The integrated solutions applications will require an application to be built that would immediately provide mobile support, in order to streamline Corporation business processes and work flow. Desired capabilities include:

- Ability to access real time application from smart phone.
- Ability to collect payments and generate receipt of payments received in the field from Hand Held Unit.
- Ability for personnel to receive and update status of Service Requests and Service Orders while on the field, and to create new ones for follow-up as needed.
- Bidder shall clearly mention how its solution's support access of real time application from smart mobile phones. Following smart phones/ Tabs must be considered in addition to HHU for spot billing to be proposed by bidder.
 - Smart Phones: iOS, Windows, Android or any updated version.
 - Tabs: iOS, Windows, Android or any updated version.
 - Camera of Resolution of 5 mega pixel (Minimum).
 - Mobile should have Date and time stamp feature.

Deployment

The successful Bidder will prepare a work plan for deployment of manpower in field as well as in Head Office for report purpose.

Pricing

All Prices for services to be quoted must be inclusive of all applicable taxes etc. and must be quoted in INR. The Corporation shall pay these taxes as applicable at time of delivery of services during the project period

	Service Category	Qty (Number)	Rate per number (INR)	Total Cost (INR)
1	Meter Reading including site inspection, exposing the meter by digging, removing foreign material, cleaning of meter chamber, Bar/QR coding, Verification with data, GPS tagging and taking monthly/Quarterly reading through mobile app and submitting required data to MCGM as per RFP/Tender document.	3,60,000	To be filled in e-tendering system	

SECTION 9

GENERAL CONDITIONS OF

CONTRACT

General Conditions of Contract

A. General

1. Definitions

- a. 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.
- b. The **Contract Data** defines the documents and other information which comprise the Contract.
- c. 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.
- d. “**Bidder**” The Bidder shall mean 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.
- e. The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- f. 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.
- g.** The “**Contract Cost**” means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.
- h.** A **Defect** is any part of the Works not completed in accordance with the Contract.
- i.** The **Authority** shall mean Municipal Corporation of Greater Mumbai (MCGM)
- j.** 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.
- k.** 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.Hy.Eng/Hy.Eng. and shall mean and include all the successors in MCGM
- l.** 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.
- m.** The “**Engineer**” shall mean the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer, appointed for the time being or any other officer or officers of the Municipal Corporation who may be authorized by the commissioner to carry out the functions of the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer or any other competent person appointed by the employer and notified in writing to the Contractor to act in replacement of the Engineer from time to time.
- n.** **Contractor's Equipment** means all appliances and things of whatsoever nature required for the 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.
- o. **“Works”** includes all works associated with software development, configuration, testing, installation of equipment and materials, training, maintenance and support services incidental or consequential to the works.
- p. **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.
- q. **“Bid”** means an offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation;
- r. **“Bidding document”** means a document issued by the procuring entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid;
- s. **“Bidder registration document”** means a document issued by a procuring entity, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register;
- t. **“Bid security”** means any security provided to the procuring entity by bidders for securing the fulfillment of any obligation in terms of the provisions of the bidding documents;
- u. **“Contract”** shall mean the BID 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, Bill 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.
- v. **“Contractor”** shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

- w. **"Invitation to bid"** means a document and any amendment thereto published by the procuring entity inviting bids relating to the subject matter of procurement and includes notice inviting tender and request for proposal;
- x. **"Net Worth"** means Paid-up share capital + Reserves and surpluses (excluding Revaluation Reserves) – Preliminary and pre-operative expenditure, accumulated losses and miscellaneous expenditure to the extent not written off, as per the annual report and as adjusted with any qualifications in the auditors' report.
- y. The **'Employer'** shall mean the Municipal Corporation of Greater Mumbai (MCGM) / Municipal Commissioner for MCGM; for the time being holding the said office and also his successors and shall also include Additional Municipal Commissioners (Project), Deputy Municipal Commissioners (Engineering Services), and to whom the powers of the Municipal Commissioner have been deputed under Mumbai Municipal Act.
- z. **"Goods"** includes all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock or such other category of goods purchased or otherwise acquired by a procuring entity and includes services & application software which are incidental or consequential to the supply of such goods.
- aa. **"Pre-qualification procedure"** means the procedure set out to identify, prior to inviting bids, the bidders that are qualified;
- bb. **"Pre-qualification document"** means the document including any amendment thereto issued by a procuring entity, which set out the terms and conditions of the pre-qualification proceedings and includes the invitation to pre-qualify;
- cc. **"Procurement"** or **"Public procurement"** means acquisition by purchase, lease, license or otherwise of goods, works or services or any combination thereof, including award of Public Private Partnership projects, by a procuring entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "procured" shall be construed accordingly;
- dd. **"Procurement contract"** means a contract entered into between the procuring entity and a successful bidder relating to the subject matter of procurement;

- ee. "Procurement process"** means the process of procurement extending from the issue of invitation to pre-qualify or to register or to bid, as the case may be, till the award of the procurement contract;
- ff. "Procuring entity"** means Municipal Commissioner and includes any officer of the status of Add. Municipal Commissioner, Jt. Municipal Commissioner, Deputy Municipal Commissioner, Director or any other officer equivalent to the status thereof to whom powers have been deputed by the Commissioner;
- gg. "Project period"** shall mean the overall period of 24 Months.
- hh. "Prospective bidder"** means firms likely to be a bidder;
- ii. "RFP/Tender"** means the Request for Proposal released vide Bid document No, dated-, containing the technical, functional, commercial and operational specification for Ap- pointing of Vendor to read the Water Meter on the water connections given to Residential / Non-Residential buildings in MCGM and including all clarifications/addendum, explanations and amendments issued by the Corporation in respect thereof.
- jj. "Service"** means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf;
- kk. "Sign-off"** means a written documentation issued by the Corporation evidencing the acceptance and approval, of any Deliverable including any documentation or testing or any stage of the Project such as Go-Live, that may be required in terms of the Contract.
- ll. "Similar project"** means a project that is most related to the requirement of this project i.e. water billing, customer information system, meter data management system and document management system undertaken in water or Electricity or Gas utility organization or property tax collection utility or any revenue application (Consumer based);
- mm. "Stabilization period"** means the period of twelve months (as defined in this RFP) for the system to be stabilized, in the duration of which, the bidder has to retain at least half of the team as was deployed during the implementation phase;

nn. "Subject matter of procurement" means any item of procurement whether in the form of goods, services or works or a combination thereof;

oo. "Successfully Completed" means Utility software installation, customization, Go-Live along with minimum one year Operation and Maintenance.

pp. "Turnover" means the total amount of gross receipts, on account of sales done by the entity in the normal course of business, as per the annual report and as adjusted with any qualifications in the auditors' report.

qq. "Works" includes all works associated with site preparation, installation of equipment and materials; services incidental or consequential to the works.

Interpretation

In case of any ambiguity or difficulty in the interpretation of terms and conditions of the contract the issue shall be referred to the Municipal Commissioner whose decision shall be final and binding on the contractor.

Engineer's Decisions

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.

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.

Delegation

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

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.

Personnel

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

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

The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the 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.

Employer's and Contractor's Risks

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

Force Majeure

The contractor shall not be liable for forfeiture of its performance guarantee, or termination for default, if and to extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Corporation either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the contractor shall promptly notify the Corporation in writing of such conditions and the cause thereof. Unless otherwise directed by the Corporation in writing the contractor shall continue to perform its obligations under the contract as far as in reasonably practical, and shall seek all prevented by the Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, Corporation and the contractor shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of Corporation shall be final and binding on the contractor.

Contractor's Risks

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

Employer's Risks

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

Insurance

The Contractor shall, at his own expense, arrange appropriate insurance from approved agencies of Government of Maharashtra to cover all risks assumed by the Contractor under this contract in respect of its personnel deputed under this project as well as the Contractor's equipment, tools and any other belongings of the Contractor or their personnel during the entire period of their engagement in connection with this CONTRACT. Corporation will have no liability on this account. Corporation may ask for valid insurance documents as evidence that the contractor has necessary

insurance cover for all such personnel and equipment. Failure to do so, Corporation may get suitable insurance cover at the risk and cost of the contractor.

Queries about the Contract Data

The Engineer will clarify queries on the Contract Data.

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

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works 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.

B. Time Control

Proposed Project Plan and Deliverable

The following are examples of major Bidder activities to be included in the SOW. The bidder and the Corporation's Project Managers will review these and refine the related scope and level of effort as the Project progresses in order to ensure that the Corporation's resources are used effectively and that the Bidder is able to operate efficiently.

Project Plan

The Bidder will provide a detailed project plan with specified deliverable that incorporates (to the extent possible) the following items:

- Project Methodology
- Document Management for project artifacts, decision logs, issues, risks, meeting minutes.
- Identify key milestones or metrics, which will allow management to track performance of this project.
- Overall Project Schedule including onsite work schedules for all key team members as well as what work is proposed to be conducted offsite.
- How Bidder will continually monitor work activities, interim work products and provide reports about project status.
- Communication Strategy.

Staffing Plans

- Project Management Approach and Methods.
- Weekly Status Report.
- Monthly Progress Report.

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 provide required information/ necessary for the execution of the works / to give the necessary notice to commence the works / to provide the necessary drawings / 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.

(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 shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued.

Delays Ordered by the Engineer

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

Management Meetings

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

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

Payment Certificates

The payment to the Contractor will be as follows for 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.

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

(c) 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.

(d) 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.

Payments

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

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

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

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.

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 Tendered, falls under Reserve 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; 9increase in taxes/ any other levies/ tolls etc except that payment/ recovery for overall market situation shall be made as per price variation.”

Currencies

All payments will be made in Indian Rupees.

Final Account

Contractors should submit the final bill within 1 month of 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.

MCGM'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.

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

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

Termination of Contract

Without prejudice to any other remedy, Corporation reserves the right to terminate the contract by giving notice 30 days in advance to the contractor particularly in respect of the following situations:-

- If the contractor fails to take the meter reading monthly task below 75% he will be issued show-cause notice and afterward if he would not satisfy within 15 days the contract will be terminated.
- If the contractor becomes bankrupt or otherwise insolvent.
- If it is established that the contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- Any reason the Municipal Commissioner thinks it fit to terminate.

In the event of any such situation, EMD/Performance Security of the bidder/contractor shall also be forfeited.

Other Conditions of Contract

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.

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 Scope of the work
- 8)Standard General Conditions of Contracts (GCC)
- 9)All correspondence documents between bidder/contractor and MCGM.

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 others 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.

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.

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.

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.

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.

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.

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

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.

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

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 shall not be entertained and shall be rejected outright.

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.

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.

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

Inspection of site and sufficiency of tender:

Site Visit

Prior to submission of the bids, the bidders may visit the site at their own cost and responsibility to obtain additional information (if any) required for preparation of bids. However, the bidder has to take a prior appointment for the same.

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.

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.

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.

Payments, Tax and Claims:**•Unforeseen claims**

Under no circumstances whatever the contractor shall be entitled to any compensation from MCGM on any account.

•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.

Settlement of Disputes:**•Termination of contract for death**

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

Arbitration and Jurisdiction:

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

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

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by the recognised arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R.No. ARB/Case No.

1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules").

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

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

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.

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.

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.

Price Variation Clause : Not applicable for this tender

Payment:**Interim Payment :**

i) Interim bills shall be submitted by the Contractor from time to time (but at an interval of not less than quarterly) 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) 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.

iv) 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.

Change in the constitution of the firm

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.

SECTION 10

FRAUD AND

CORRUPT PRACTICES

FRAUD AND CORRUPT PRACTICES

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

Without prejudice to the rights of the Authority under relevant Clause herein above, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such 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 ;

“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;

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

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

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.

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 11

PRE BID MEETING

PREBID MEETING

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

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

Interpretation of e-Tender Document:

- a) Tenderer(s) shall examine the tender document and acquaint themselves to all conditions and matters affecting the cost of the works. If any tenderer(s) finds discrepancies or omissions in the Document or if in doubt about their meaning, he should address a query during pre-bid meeting.
- b) Any resulting interpretation of the tender document will be issued to tenderer(s) as an addendum. Verbal clarification obtained from any source shall not be binding on the Corporation.
- c) No tenderer(s) shall amend the text of any document except as may be necessary to comply with any addendum.

Clarification of e-Tendering Documents

Pre-bid meeting (If proposed as per e-Tender notice)

- a) The tenderer or his authorized representative is allowed to attend a pre-bid meeting as per the date, time and venue mentioned in the tender notice/header data.
- b) The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised prior to the pre-bid meeting.
- c) Any tenderer requiring any clarification of the tender document and/or the works may submit his questions in e-mail to reach Dy.H.E's office by _____ till 5.00 p.m.

SECTION –12

LIST OF APPROVED BANKS

LIST OF APPROVED BANKS

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

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

List of approved Banks:-

State Bank Of India.	Scheduled Commercial Banks	Schedule Urban Co-op Banks	Foreign Banks
Nationalized Banks	Bank Of Madura Ltd.	Abhyudaya Co-op Bank Ltd.	ABM AMRO (N.Y.) Bank.
Allahabad Bank.	Bank Of Rajasthan Ltd.	Bassein Catholic Co-op Bank Ltd.	American Express Bank Ltd.
Andhra Bank.	Banaras State Bank Ltd.	Bharat Co-op Bank Ltd.	ANZ Grindlays Bank Ltd.
Bank Of Baroda.	Bharat Overseas Bank Ltd	Bombay Mercantile Co-op Bank Ltd.	Bank Of America N.T. & S.A.
Bank Of India.	Catholic Syrian Bank	Cosmos Co-op Bank	Bank Of Tokyo Ltd.

	Ltd.	Ltd.	
Bank Of Maharashtra.	City Union Bank Ltd.	Greater Mumbai Co-op Bank Ltd.	Bankindosuez.
Central Bank Of India.	Development Credit Bank.	Janata Sahakari Bank Ltd.	Banque Nationale de Paris.
Dena Bank. (Merged in Bank of Baroda)	Dhanalakshmi Bank Ltd.	Mumbai District Central Co-op Bank Ltd.	Barclays bank.
Indian Bank.	Federal Bank Ltd.	Maharashtra State Co-op Bank Ltd.	City Bank N.A.
Indian Overseas Bank.	Indsind Bank Ltd.	New India Co-op Bank Ltd.	Hongkong & Shanghai banking Corporation.
Oriental Bank Of Commerce.	ICI Banking Corporation Ltd.	North Canara G.S.B. Co-op Bank Ltd.	Mitsui Taiyokbe Bank Ltd.
Punjab National Bank.	Global Trust Bank Ltd.	Rupee Co-op Bank Ltd.	Standard Chartered Bank.
Punjab & Sindh Bank.	Jammu & Kashmir Bank Ltd.	Sangli Urban Co-op Bank Ltd.	Cho Hung Bank.
Syndicate Bank.	Karnataka Bank Ltd.	Saraswat Co-op Bank Ltd.	

Union Bank Of India.	KarurVysya Bank Ltd.	Shamrao Vithal Co-op Bank Ltd.	
United Bank Of India.	Laxmi Vilas Bank Ltd.	Mahanagar Co-op Bank Ltd.	
UCO Bank.	Nedugundi Bank Ltd.	Citizen Bank Ltd.	
Vijaya Bank. (Merged in Bank of Baroda)	Ratnakar Bank Ltd.	Yes Bank Ltd.	
Corporation Bank.	Sangli Bank Ltd.		
	South Indian Bank Ltd.		
	S.B.I Corporation & Int Bank Ltd.		
	Tamilnadu Mercantile Bank Ltd.		
	United Western Bank Ltd.		
	Vysya Bank Ltd.		

SECTION –13

APPENDIX

FORM OF TENDER

To,
The Municipal Commissioner for Greater Mumbai Sir,

I/ We have read and examined the following documents relating to the Implementation / Maintenance & Enhancement Services of Water Billing & Collection System for Municipal Corporation of Greater Mumbai

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

4. I/We have deposited the amount through online payment gateways with the C.E. of the Corporation not to bear interest⁴. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee or Education Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender. (Subject to condition 5 below).

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

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

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

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

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

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

8. "I/We..... have failed in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.

9. "I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the 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 compensa- tion 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.

.....

.....

3.

Name of Branch

4.

.....

.....

5.

Vender

No.

.....

ANNEXURE A

AGREEMENT FORM

Tender / Quotation

dated 20...

Standing Committee/Education Committee Resolution No.

CONTRACT FOR THE WORKS

.....

.....

.....

This agreement made this day of

Two thousand

Between

.....

...

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

.....

.....

in Bombay under the style and name of Messrs

.....

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

.....

.....

the DMC, SSA (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 DMC, SSP 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 software development and maintenance of the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation NOW THIS

THIS AGREEMENT WITNESSETH as follows

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

- d) Tender Document
- e) The Bill of Quantities:
- f) The Specification:
- g) Standard General Conditions of Contracts (GCC)
- h) 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 the presence of

Full Name
 Address

Signed by the DMC, (S.E.) in the presence of

Trading under the name and style of

Contractors

EE (Meters) Rev.

DMC, (S.E.)

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.

2.

And in the presence of the Municipal Secretary

1.

2.

Municipal Secretary

ANNEXURE- B

PRE-CONTRACT INTEGRITY PACT

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 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 ;
1. “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;

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

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

Signature of Tenderer/Bidder

ANNEXURE- C

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do hereby declared and undertake 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 part

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

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and THE 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 and _____

address _____

WITNESS(2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer's _____

_____ (Name of the Bank)

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____

For Messer's _____

address _____

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

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

**➤ PROFORMA FOR THE UNDERTAKING TO BE SUBMITTED BY THE
TENDERER
(ON THEIR LETTERHEAD)**

Date: _____

To,
The Municipal Commissioner,
Municipal Corporation of Greater Mumbai,
Mumbai.

Sub: _____

Sir,

We, the undersigned hereby undertake that, all the observations & instructions made by the quality assurance agency appointed if any for the tender work are binding on us and same will be complied immediately.

Yours Faithfully,

Signature

Rubber Stamp.

ANNEXURE D

Information regarding status of tender (s)
(To be submitted on Tenderers letter head)

1 a) Whether it is proprietary concern?

b) If so, name of the owner

If it is partnership concern, please furnish name and address of each partner and copy of registration certificate.

2. In case of Company, please furnish documentary proof to show that the Company registered.

Signature of authorized person of

Concern/ Company.

ANNEXURE- E

Each tenderer shall upload scanned copy of an undertaking on stamp paper of Rs **500/-** as per proforma given below, in packet “B”. The undertaking shall be submitted in physical format within seven days from the date of issue of work order, if the tender is awarded to the bidder.

“I/We(full name in capital letters, starting with surname) , the Proprietor / Managing Partner / Managing Director / Holder of the Business/Manufacturer/Authorized Dealer, for the establishment /firm/registered company, named herein below, do hereby state and declare that I/We.....

whose names are given herein below in details with the addresses have not filled in this tender under any other name or under the establishment / firm or otherwise, nor are we in any way related or concerned with any establishment, firm or any other person, who have filled in the tender for the aforesaid work”.

I/We hereby further undertake that we have offered the **best prices** for the subject supply / work as per the present market rates. Further, we do hereby undertake and commit that we have not offered / supplied the subject product / similar product / systems in the past one year in Maharashtra state for quantity variation up to -50% / + 10% at a price lower than that offered in the present bid to any other outside agencies including Govt./semi Govt. agencies and within M.C.G.M also. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.

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 raise 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 as withdrawn by the Corporation.”

PROFORMAS:**A) PROFORMA- I**

The list of similar works as stated in para 'A' of Post qualification during last seven years–

PROFORMA- I						
Sr.No.	Name of the Project	Name of the employer	Stipulated date of completion	Actual date of completion	Actual Cost of work done (in Lakhs)	Certifying Authority
1	2	3	4	5	6	7

NOTE:

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

Works shall be grouped financial year-wise.

B) PROFORMA- II

Audited annual turnover of works during the last two years.

PROFORMA- II					
Sr.No.	Financial year	Annual Turnover	Updated value to current year	Average of last 5years	Page No.
1					
2					
3					
4					
5					
Total					

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

C)

PROFORMA- III

At least similar work, as stated in para 'A' of Post qualification,

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

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

D)

PROFORMA- IV

PERSONNEL:

PROFORMA- IV					
Sr. No.	Post	Name	Qualification	Work Experience	
		(Prime Candidate/ Alternate)		No. of Years	Name of Projects/ Name of Company
1	Quality control supervisor		All types of degree	5 years in quality control in utility billing.	
2	Supervisor		All types of degree	2 years field experience in utility billing, customer services.	
3	Meter reader		XII th pass	-----	

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

E)

PROFORMA - VI

Details of Existing Commitments and ongoing works –

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

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

Details of works for which bids are already uploaded –

PROFORMA - VI / B						
Description of work	Place	Name & Addresses of employee	Value of Contract in Rs.	Time Period	Date on which decision is expected	Remarks
1	2	3	4	5	6	7

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

F) PROFORMA IX

Information on Litigation History in which the tenderer is involved.

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

Note: Scanned Attested copies of completion/performance certificates from the Engineer-in-charge for each work should be annexed and uploaded.

G) PROFORMA – X

Information of certificate issuing authorities

<i>Sr.No.</i>	<i>Employer/Name of issuing Authority</i>	<i>Designation of issuing Authority</i>	<i>E-mail ID of issuing Authority</i>	<i>Contact numbers of issuing Authority</i>
---------------	-------------------------------------------	-----------------------------------------	---------------------------------------	---------------------------------------------

ANNEXURE- F

Annexure- F

बृहन्मुंबई महानगरपालिका
विधी खाते
परिपत्रक क्र. ०३ दि. २२.०६.२०२१

विषय - कंत्राट करार करण्यासाठी वसूल करावयाचे विधी आकार (Legal charges) व लेखनसाहित्य आकार (Stationery charges)

संदर्भ - १. एमजीसी/एफ/४६८२ दि. १६.०६.२०२१
२. सीए/एफआरजी/२८० दि. २१.०६.२०२१


महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणा-या निविदांसंदर्भात लेखी करार करताना पक्षकाराकडून एकत्रितरित्या आकारावयाच्या सुधारित विधी आकार व लेखनसाहित्य आकाराची महानगर पालिका आयुक्त मंजुरी क्र. एमजीसी/एफ/४६८२ दि. १६.०६.२०२१ अन्वये दिनांक ०१.०४.२०२१ पासून पुर्वलक्षी प्रभावाने आकारणी करण्यात येत आहे.

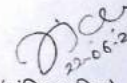
खालील तक्त्यामध्ये दर्शविल्याप्रमाणे सुधारित विधी व लेखण साहित्य आकार (एकत्रितरित्या) विहीत करण्यात आले आहेत.

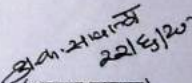
अनु. क्र	कंत्राट करार करण्यासाठी एकत्रितरित्या आकारावयाच्या एकत्रितरित्या विधी व लेखन साहित्य आकारासाठी कंत्राट कराराराची विधी व लेखन साहित्य आकार दि. ०१.०४.२०२१ पासून दि. ३१.०३.२०२२ पर्यंत
१	रु. १०,००१/- ते रु. ५०,०००/- निरंक
२	रु. ५०,००१/- ते रु. १,००,०००/- रु. ५७१०/-
३	रु. १,००,००१/- ते रु. ३,००,०००/- रु. ९४३०/-
४	रु. ३,००,००१/- ते रु. ५,००,०००/- रु. ११,३३०/-
५	रु. ५,००,००१/- ते रु. १०,००,०००/- रु. १३,१९०/-

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६	रु. १०,००,००९/- ते रु. २०,००,०००/-	रु. १५,०६०/-
७	रु. २०,००,००९/- ते रु. ४०,००,०००/-	रु. १६,९६०/-
८	रु. ४०,००,००९/- ते रु. १,००,००,०००/-	रु. १८,८३०/-
९	रु. १,००,००,००९/- ते रु. १०,००,००,०००/-	रु. २२,२२०/-
१०	रु. १०,००,००,००९/- ते रु. २०,००,००,०००/-	रु. २५,६५०/-
११	रु. २०,००,००,००९/- ते रु. ३०,००,००,०००/-	रु. २९,०७०/-
१२	रु. ३०,००,००,००९/- ते रु. ४०,००,००,०००/-	रु. ३२,४९०/-
१३	रु. ४०,००,००,००९/- ते रु. ५०,००,००,०००/-	रु. ३५,८८०/-
१४	रु. ५०,००,००,००९/- ते रु. १,००,००,००,०००/-	रु. ४२,७२०/-
१५	रु. १,००,००,००,००९/- ते रु. २,००,००,००,०००/-	रु. ५२,९७०/-
१६	रु. २,००,००,००,००९/- ते रु. ३,००,००,००,०००/-	रु. ५९,७९०/-
१७	रु. ३,००,००,००,००९/- ते रु. ४,००,००,००,०००/-	रु. ६८,२९०/-
१८	रु. ४,००,००,००,००९/- ते रु. ५,००,००,००,०००/-	रु. ७६,८२०/-
१९	रु. ५,००,००,००,००९/- पासून कोणत्याही मर्यादेपर्यंत	रु. ८५,३८०/-

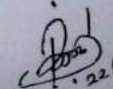

 (रंजना मनी)
 प्रशासकिय अधिकारी
 विधी खाते


 (संदिप पाटिल)
 उप कायदा अधिकारी
 (हस्तांतरण १ व २)
 विधी खाते


 (अरुणा सावला)
 कायदा अधिकारी
 विधी खाते

परिपत्रक
 २०२१-२०२२
 परिपत्रक क्र. दि. २२.०६.२०२१

प्रत ----- यांना माहितीकरिता व
 पुढील आवश्यक त्या कार्यवाहीकरिता अग्रेषित.


 (रंजना मनी)
 प्रशासकिय अधिकारी
 विधी खाते

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ANNEXURE- G

MUNICIPAL CORPORATION OF GREATER MUMBAI

No : MDD /696 Date: 17/03/2017

Subject : Clarifications on the parameters in the "Tender Reforms" circulated under No. MDD/7878, dated 27.09.2016 -
CORRIGENDUM.

Reference : 1) MGC/F/160, dated 09.01.2017
2) MDD/9945 dated 30.01.2017

In context of the subject matter, a circular u/no. MDD/9945 dated 30.01.2017 regarding clarification on parameters in the "Tender Reforms" circulated under No. MDD/7878, dated 27.09.2016 was e-mailed on all HODs Official E-mail & posted published on MCGM portal.

However, it is hereby mentioned that inadvertently draft circular was uploaded instead of final copy of circular approved by Hon'ble MC. The changes/modifications in draft and final approved circular are as follows. The portion highlighted/bold may be noted:

Sr.no.	Location in clarification circular u/no. MDD/9945 dated 30.01.2017	Text in Circular dtd. 30.01.2017	Corrected text
1	para D - Definition of similar experience for "Regular & Routine Maintenance works"	This shall be allowed and considered for the bidding so as to make the process more fair, competitive and responsive.	This shall be allowed and considered for the bidding so as to make the process more fair, competitive and responsive. and shall be followed scrupulously.
2	Para E - Enhancement to the value of the executed works	Reference is requested to the SBD and in particular, the Eligibility Criteria. The enhancement to the project value shall be done as stated below : "The value of executed works shall be brought to current costing level by enhancing the actual value of work at the compound rate at 10% p.a; calculated from the date of completion to last date of receipt of application for tenders."	Reference is requested to the SBD and in particular, the Eligibility Criteria i.e. Technical Capacity & Financial Capacity for both "Regular, Routine & Maintenance Works & Original and New Construction Works". The enhancement to the project value shall be done as stated below and the relevant para is replaced and be read as : "The value of completed works shall be brought to current costing level by enhancing the actual value of work at the compound rate at 10% p.a; calculated from date of completion to last date of receipt of application for tenders."

C-38

The final corrected clarification circular is now forwarded again today to all HoD's on official e-mail ids and will be uploaded on mcgm portal also.

HODs are requested that all Engineers and Account Officers be informed about the same.

(Chandrashekhar D. Chore)
D.M.C.(Improvement)

City Engineer / Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / H. E. /
Ch.Eng. (WSP) / Ch.Eng.(S.P.) / Ch.Eng.(MSDP) / Ch.Eng. (BM) / Ch.Eng.(Vig) /
Ch.Eng. (M&E) / Ch.Eng.(D.P.) / Ch.Eng.(SWD) / Ch.Eng.(SWM) /
Ch.Eng.(CTIRC) / Dy. Ch.Eng.(HIC) / Dy.Ch.Eng.(SIC)

C.C. to :
C.A. (Fin) / C.A. (WSSD)

C.C. to :
Director (ES&P) / DMC(SE) / DMC(E) / DMC(Vig) / DMC(MCO) /
DMC(SWM) / DMC(GA) / DMC(CPD) / DMC(Z-I) / DMC(Z-II) / DMC(Z-III) /
DMC(Z-IV) / DMC(Z-V) / DMC(Z-VI) / DMC(Z-VII)
Director(ME&MH)/Dean(KEM)/ Dean(SION)/ Dean(NAIR)

C.C. to :
Hon' M.C.
A.M.C.(P) / A.M.C.(W.S.) / A.M.C.(E.S.) / A.M.C.(City)
Submitted please.

(Chandrashekhar D. Chore)
D.M.C.(Improvement)

Dy.Chief Accountant (WW)

Chief Accountant (W.S.&S.D.)



A.O.(BP)
20/3/17
By CA(WW)

ANNEXURE- H

MUNICIPAL CORPORATION OF GREATER MUMBAI

No : MDD / 9945 Date: 17.03.2017

CIRCULAR

Subject : Clarifications on the parameters in the 'Tender Reforms' circulated under No. MDD/7878, dated 27.09.2016.

Reference : MGC / F / 160, dated 09.01.2017.

A circular under No. MDD/7878, dated 27.09.2016 was issued to all the engineering departments along with the Standard Bid Documents (SBD) and Standard General Conditions of Contract (GCC) and made it effective from 15th Oct., 2016.

It has been observed that the departments have started implementing the Tender Reforms in the new tenders. However, few clarifications are required to be made as one of the departments has raised the issue that the draft tenders that have got administrative approval prior to 15th Oct., 2016, whether it needs to be amended with respect to SBD and new GCC as these tenders will be uploaded after the cut-off date of 15th Oct., 2016. Also, there are certain enquiries on the subject of payment of Contract Deposit and the definition of similar experience for 'Regular Routine and Maintenance Work'.

In view of all these, the subject matter was discussed with Hon' M. C. / A.M.C.s on 09th January, 2017 and with respect to the approval of Hon' M.C. under No. MGC/F/160, dated 25.01.2017, the clarification on the queries are as follows :

A. Eligibility criteria, Bid capacity and Security Deposits / ASD / Performance Guarantee (PG) and other parameters : [Ref: SBD-Section 6]

Even for the Draft Tenders that have got administrative approval prior to 15th Oct., 2016, shall be amended for the parameters such as Eligibility criteria, Bid capacity and Security Deposits / ASD / Performance Guarantee (PG) in accordance to the SBD with the approval of the Chief Engineer concerned.

Similarly, the other parameters such as the Defect Liability Period, Extension of Time in Contract, Price Variation, Rationalization of Penalties, Schedule of Bidding, Allotment of works in case of equal percentage, forfeiture of EMD, Refund of EMD / ASD, Equipment Capabilities, Requirement of Technical Personnel, Taxation, Sub-letting, etc. shall be amended for the Draft Tenders that are approved prior to 15th Oct., 2016 with the approval of Chief Engineer concerned.

B. Payment of Contract Deposits : [Ref: SBD-Section 6]

As per the prevailing practice, in most of the departments, the "Contract Deposit" is accepted in the form of Bank Guarantee (BG). However, hereafter, the Contract Deposit may be allowed in any form i.e. in Cash or Demand Draft or Government Securities or Fixed Deposit Receipts or in the form of Bank Guarantee. These mode of payments are given in the ANNEXURE - IV and the same shall be followed.

C. The Price Variation : [Ref: SBD-Section 9, Clause 80]

Even for the Draft Tenders having administrative approval prior to 15th Oct., 2016 and ready to upload for the invitation, and where the rate of price variation

(-4)

It has been observed that there are confusions in understanding the term of 'Similar Experience'. The 'Similar Experience' for 'Regular Routine & Maintenance Works' shall mean **"any work in any department"** as mentioned hereinafter, for the completed and / or ongoing works in building construction or building maintenance such as repairs / retro-fitting / structural repairs or construction / repairs of asphalt / concrete roads or laying a sewer lines along with alike components or laying / rehabilitation of water pipe lines in cast iron / MS Pipe / HDP / MDP pipes or repairs / maintenance / construction of culverts over nalla. This shall be allowed and considered for the bidding so as to make the process more fair, competitive and responsive and shall be followed scrupulously.

Reference is requested to the SBD and in particular, the Eligibility Criteria i.e. Technical Capacity & Financial Capacity for both "Regular, Routine & Maintenance Works & Original and New Construction Works". The enhancement to the project value shall be done as stated below and the relevant para is replaced and be read as :

(Chandrashekhar D. Chore
D.M.C.(Improvement)

C.C. to : C.A. (Fin) / C.A. (WSSD)

C.C. to :Hon' M.C.

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

(Chandrashekhār D. Chore)
D.M.C.(Improvement)

ANNEXURE- I

बृहन्मुंबई महानगरपालिका

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

संदर्भ: १) एमडीडी/७८७८ दिनांक २७.०९.२०१६

३) प्र.ले/वित्त/प्रकल्प/शहर/१२०अे दि.०८.०५.२०१७

दिनांक ०१ जुलै २०१७ पासून वस्तु व सेवा कर अस्तित्वात आला आहे. महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध प्रकल्प कामे तसेच खरेदी करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या निविदांमध्ये यथोचित अटीचा समावेश करणे आवश्यक आहे. त्याअनुषंगाने, STANDARD BID DOCUMENT मधील सर्वसाधारण अटी व शर्तीतील कराबाबतची अट क्र.३८ मागील पृष्ठावर नमूद केलेल्या परिशिष्ट अ नुसार सुधारित करण्यात येत आहे. तसेच दि.०४.०३.२०१७ रोजीचे परिपत्रक क्र. प्र.ले./वित्त/प्रकल्प/शहर/३३ व दि.०८.०५.२०१७ रोजीचे परिपत्रक क्र. प्र.ले./वित्त/प्रकल्प/शहर/१२०अ रद्दवातल करण्यात येत असून त्याऐवजी मागील पृष्ठावर नमूद केलेल्या विशेष परिशिष्ट-१ नुसार कार्यप्रणाली अवलंबविण्यात यावी.

रादर निदेश तातडीने अंमलात येतील.

102
9210/10
(हेमलता येले)
प्रमुख लेखापाल (वित्त) प्र.
(सुधिर नाईक) 21/10/18
उप आयुक्त (सा.प्र.)

(अजोध्या मेहता) 27/2/12
महानगरपालिका आयुक्त

महानगरपालिका आयुक्त

मत ग्राम ग्राम (गोशाल) शास्त्रियों की वंश
 ग्रामस्थान का कार्यवाही आदी कृपया अवगत
 (ग्राम) ग्राम (गोशाल) शास्त्रियों की वंश
 (ग्राम) ग्राम (गोशाल) शास्त्रियों की वंश
 (ग्राम) ग्राम (गोशाल) शास्त्रियों की वंश

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Tax

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

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

Sr. No.	SAC/ HSN Code	Item/ Work Description	Amount inclusive of all taxes and duties.	Bidder to indicate the amount of applicable taxes.								Total amount of taxes
				CGST		SGST		IGST		Other taxes if any		
				%	Amount	%	Amount	%	Amount	%	Amount	
Total												

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ANNEXURE- K

बृहन्मुंबई महानगरपालिका

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परिपत्रक

प्र.ले./वित्त/प्रकल्प/शहर/१६ दिनांक: ०६.०९.२०१७

विषय: जीएसटी अंमलबजावणीनंतर महानगरपालिकेतील कंत्राट होणा-या वसुलाबाबत.

- संदर्भ: १) शासन परिपत्रक क्र.जीएसटी-१०१७/प्र.क्र.८१/कराधान-१ दिनांक १९, ऑगस्ट, २०१७.
२) परिपत्रक क्र. प्र.ले./वित्त/प्रकल्प/शहर/१६ दिनांक: ३१.०८.२०१७
३) परिपत्रक क्र. प्र.ले./वित्त/प्रकल्प/शहर/८ दिनांक: १४.०७.२०१७

दिनांक १ जून, २०१७ पासून वस्तु व सेवा कर अंमलात आला असून त्या अनुषंगाने महाराष्ट्र शासनाच्या वित्त विभागाने उपरोक्त संदर्भ क्र. १ च्या परिपत्रकान्वये मार्गदर्शक सूचना प्रसूत केलेल्या आहेत. सदर सूचनांच्या अंमलबजावणीसाठी महापालिकेने संदर्भ क्र. २ अन्वये परिपत्रक जारी केले आहे. सदर शासन परिपत्रकातील मार्गदर्शक सूचनांची महापालिकेत अंमलबजावणी करण्याच्या दृष्टीने खालील प्रमाणे अतिरिक्त निदेश देण्यात येत आहेत.

१) शासन परिपत्रकातील बाब क्र.१:- दिनांक २२ ऑगस्ट, २०१७ नंतर काढण्यात येणारी कंत्राटे:

यापुढे मागविण्यात येणाऱ्या, प्रत्येक दरपत्रिका/अतारंकित निविदा/ई-निविदांमध्ये वस्तु व सेवाकराच्या बोजाचा विचार करूनच निविदाकारांनी दरपत्रिका/अतारंकित निविदा/ई-निविदांमधे दर सादर करण्यासाठी उपरोक्त संदर्भित क्र. ३ परिपत्रकामध्ये दिलेल्या अटीचा, त्याचप्रमाणे खालील अटीचाही समावेश करावा.

"Chapter XXI-Miscellaneous, section 171(1) of GST Act, 2017 governs the 'Anti Profiteering Measure' (APM)

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

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

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

- २) ज्या दरपत्रिका/अतारंकित निविदा/ई-निविदा २२ ऑगस्ट, २०१७ पूर्वी मागविलेल्या आहेत व ज्यांचा लिफाफा अ उघडण्यात आलेला नसून त्यांच्या नियत दिनांकास असूनही अवधी शिल्लक आहे, अशा दरपत्रिका/अतारंकित निविदा/ई-निविदांच्या बाबतीत, सक्षम प्राधिकार्याच्या मान्यतेने, शुद्धीपत्रकाद्वारे (Corrigendum), वरिल बाब क्रमांक १ मध्ये दिलेल्या अटीचा समावेश करावा व त्यासाठी आवश्यक असल्यास नियत दिनांक वाढविण्यात (Extend) यावी.

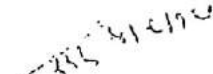
३) अतितात्काळ कामे:

शासन परिपत्रकाप्रमाणे, अतितात्काळ स्वरूपाच्या कामाबाबतच्या निविदांची प्रक्रिया पूर्ण करण्यात येऊन त्यांचे कार्यारंभ आदेश देण्यात यावेत. मात्र सदर निविदा स्विकृत करताना जीएसटी अंतर्गत येणाऱ्या कराचा बोजा लक्षात घेऊन कंत्राटदाराशी वाटाघाटी करून दर कमी काढण्याचा यत्न करण्यात यावा. तथापि, त्याअधी अशी कामे अतितात्काळ असल्याबाबतच्या समर्थनिय सविस्तर कारणासह प्रस्ताव सादर करून संबंधित अतिरिक्त आयुक्त यांची प्रशासकिय मान्यता घेणे आवश्यक आहे.


सर्व खातोप्रमुख/सहा.आयुक्त/वैद्यकिय अधिष्ठाता यांनी त्यांच्या अखत्यारीतील सर्व अधिकारी/कर्मचारी यांना उपरोक्त सूचनांची काटेकोरपणे अंमलबजावणी करण्याचे आदेश यावेत.


(रा.क.आम्बेडकर)

प्रमुख लेखापाल (पा.पु.म.नि.)


(राम भस)

उप आयुक्त (म.ख.खा.)


(प्रदीप पडवल)

प्रमुख लेखापाल (वित्त) प्र.

(सुधीर नाईक)

उप आयुक्त (सा.प्र.)

(डॉ. संजय मुखर्जी)

अतिरिक्त आयुक्त (प्रकल्प)

ANNEXURE- L

The terms used in this proposal are defined as,

Cycle :- The time period in which the meter reading will be taken, bill is prepared and issued to CCN holders. There are two types of cycles i.e. Monthly and Quarterly.

Monthly Cycle :- The water Meter reading taken on predefined date every month, but may vary from 25 to 35 days, bill is prepared and issued to CCN holders..

Quarterly cycles :- The details of A, B, C cycle are given below,

Cycle	Period of meter reading Q1	Period of meter reading Q2	Period of meter reading Q3	Period of meter reading Q4
A	16 Jan- 14 Feb	16 April-14 May	16 July-14 Aug	16 Oct-14 Nov
B	16 Feb-14 March	16 May- 14 June	16 Aug-14 Sept	16 Nov-14 Dec
C	16 March- 14 April	16 June- 14 July	16 Sept- 14 Oct	16 Dec- 14 Jan

The vendors meter reader is supposed to take monthly as well as quarterly.

Meter Inspector :- The staff of MCGM who note down the meter reading as per cycle and calculates the consumption to raise the bills.

MOK :- This term is used when Meter is running smoothly.

MOT :- This term is used when Meter is OK and turn is completed.

TPR :- This term is used when Meter is tampered.

NAP :- This term is used when meter is buried.

NAT :- This term is used when meter is not accessible.

RNR :- This term is used when reading is not reliable.

RVS :- This term is used when meter showing reverse reading.

MMR :- This term is used when meter maintenance required.

EXM :- This term is used when faulty meter needs to be changed.

PER :- This term is used when meter reading could not be taken due to office difficulty.

NOM :- This term is used when No meter found on connection

CCNs :- Unique Connection Code Number assigned to a connection.

P-form :- Permission given to Consumer water connection granted by AEWW.

QR code :- It is the code generated to identify a specific meter.

Binder :- It indicates wardwise connection record book.

Folio :- It is page of wardwise connection record book.

Restoration :- This term is used when cut off water connection is get restored.

Disconnection:- this term is used when the connection is cut off for outstanding dues.

MR :- Meter reader

MRS :- Meter reader supervisor

QCS :- Quality control supervisor

Connection type :- CP :- Compound bill(meter less connection)

LD :- Labour drinking connection (fixed billing)

Bulk consumer :- The consumer who has water connection of dia.100mm or and above.

HHU :- Hand Held Unit (Used to take meter reading using radio frequency remotely.)

Meter approved list :- For this vendor may check link <https://portal.mcgm.gov.in/irj/portal/anonymous/qlhedocs>. The list may get updated by MCGM and vendor to update theirself. Meters other than the approved list

D. D.	:- This term is used when Dial is Dirty.
B. L.	:- This term is used when there is Bush Leak.
D. F.	:- This term is used when Dial Frosty.
G. B.	:- This term is used when Glass broken. (Reading to be continued)
W. F.	:- This term is used when wiper has fallen.
Hand Missing	:- This term is used when Lac hand missing 10,000 hand missing & so on.
Seal	:- This term is used when meter seal is missing/broken.
R. D.	:- This term is used when meter roller is defective.
Damaged	:- This term is used when meter is damaged.
Key	:- This term is used when key of the meter chamber or the premises not made available or the lock could not be opened in spite of key made available.
Ench.	:- This term is used when Encroachment of any kind due to which meter could not be read/inaccessible.
Water	:- This term is used when meter is under water.
Buried	:- This term is used when meter is under mud/Earth/Debris.
C. H. /C. J.	:- This term is used when chamber cover heavy/jammed.
Stopped	:- This term is used when meter is stopped working.
S. S.	:- This term is used when meter suspected working slow.
Meter Tampered	:- This term is used when meter found tampered.
Rev. Working	:- This term is used when meter is reverse working.
Rev. Fix	:- This term is used when meter fixed in reverse position.
Bushes	:- This term is used when meter is surrounded by bushes due to which meter could not be read.
Dog/Snake	:- This term is used when dog prevented entering the premises or snake found in chamber.
D. N. on ____	:- This term is used when defect notice given to consumer.
L. T. P. on ____	:- This term is used when letter is given to consumer.
Notice on ____	:- This term is used when notice is given to consumer.
Obs. Meter	:- This term is used when meter is fixed for observation purpose.
U/no. and/or	:- This term is used when reading and/or consumption kept under observation.
T. R.	:- This term is used for test result of the meter.
T. C. No.	:- This term is used for test certificate number.
H. C. card No.	:- This term is used when high consumption card is given to the consumer.
N. F.	:- This term is used when meter connection not found.
Found Close	:- This term is used when Strike/Lock out/closure.
Meter reading programme not attended due to absence of M. I., labourer/Heavy rain etc., this should be attached with reason on blank page.	

MCGM staff :-

JEWW	:- Junior Engineer Water Works
SEWW	:- Sub Engineer Water Works
SEWW(Maint)	:- Sub Engineer Water Works Maintenance
AEWW	:- Assistant Engineer Water Works
EEWW	:- Executive Engineer Water Works

ANNEXURE- M

WATER SUPPLY ZONES

A WARD

A Ward					
Sr. No.	CCN Tag	Ward Zone	Supply Timings		148432
			From	To	
1	AX01+CX01 + DX 18	Backbay Zone	20:00	22:00	2 hrs
2	AX 02	New Fort zone	20:30	22:00	1 hrs 30 minutes
3	AX 03	Nariman Point	11:00	13:00	2 hrs
4	AX 04	Cuffe Parade	11:40	13:40	2 hrs
5	AX 05	Colaba	16:45	18:25	1 hrs 40 mins
6	AX 06	Military	6:30: 22:00	16:30 6:30	18.5 hrs
7	AX 07	Navy Nagar	14:00 16:30 22:00	16:00 19:30 01:00	8.00 hrs
8	AX08	Naval Dockyard	13.00 21.30	16.00 03.00	8 hrs 30 mins
9	AX09 + BX05	Railways	19:00	20:00	1 hrs 20mins
10	AX 10 + EX 09 + BX 06	BPT	16.30 23.30	18.20 02.00	4 hrs 20 mins
11	AX 11	Bombay Hospital	5:00 12:00 20:00 00:00	6:30 19:00 22:00 02:00	9 hrs 30min
12	AX 12	Saboosiddiqe / Boribunder Zone	16:30	18:30	2 hrs
13	AX 13	Pasta Lane (Koliwada)	4:30	6:00	1 hrs 30mins

**WATER SUPPLY ZONES
T WARD**

T wards					
Sr. No.	CCN Tag	Ward Zone	Supply Timings		Supply Duration
			From	To	
1	TW01	Mulund Colony Zone	09:30	13:30	4 hours
2	TW02	Mulund West Zone	00:00	24.00	24 hours
3	TW03	Mulund East Zone	00:00	24.00	24 hours
4	TW04	Hari Om Nagar	00:00	24.00	24 hours

**WATER SUPPLY ZONES
H/WEST WARD**

H/W Ward					
Sr. No.	CCN Tag	Ward Zone	Supply Timings		Supply Duration
			From	To	
1	HW01	General Zone	8.30	10.45	2.25
	HW10	Bazzar Road	6.00	9.30	3.5
2	HW02	Reclamation Zone	6.00	9.30	3.5
3	HW03	Perry Road Zone	10.30	14.00	3.5
4	HW04	Chapple Road Zone	16.30	20.00	3.5
	HW05	B.J.Road Zone	16.30	20.00	3.5
5	HW06	Khar Danda Zone	17.30	21.30	4
6	HW07	Ambedkar Road Zone	21.00	0.30	3.5
7	HW08	Mount Merry Zone	21.00	0.30	3.5
8	HW09	Dilip Kumar Zone	6.30	9.30	3.5
		Kol Dongri Zone	6.30	9.30	3.5
		Zig Zag Road Zone	6.30	9.30	3.5
		Pali Mala Road Zone	10.00	12.30	2.5
		Union Park Zone	14.00	17.00	3

ANNEXURE- N

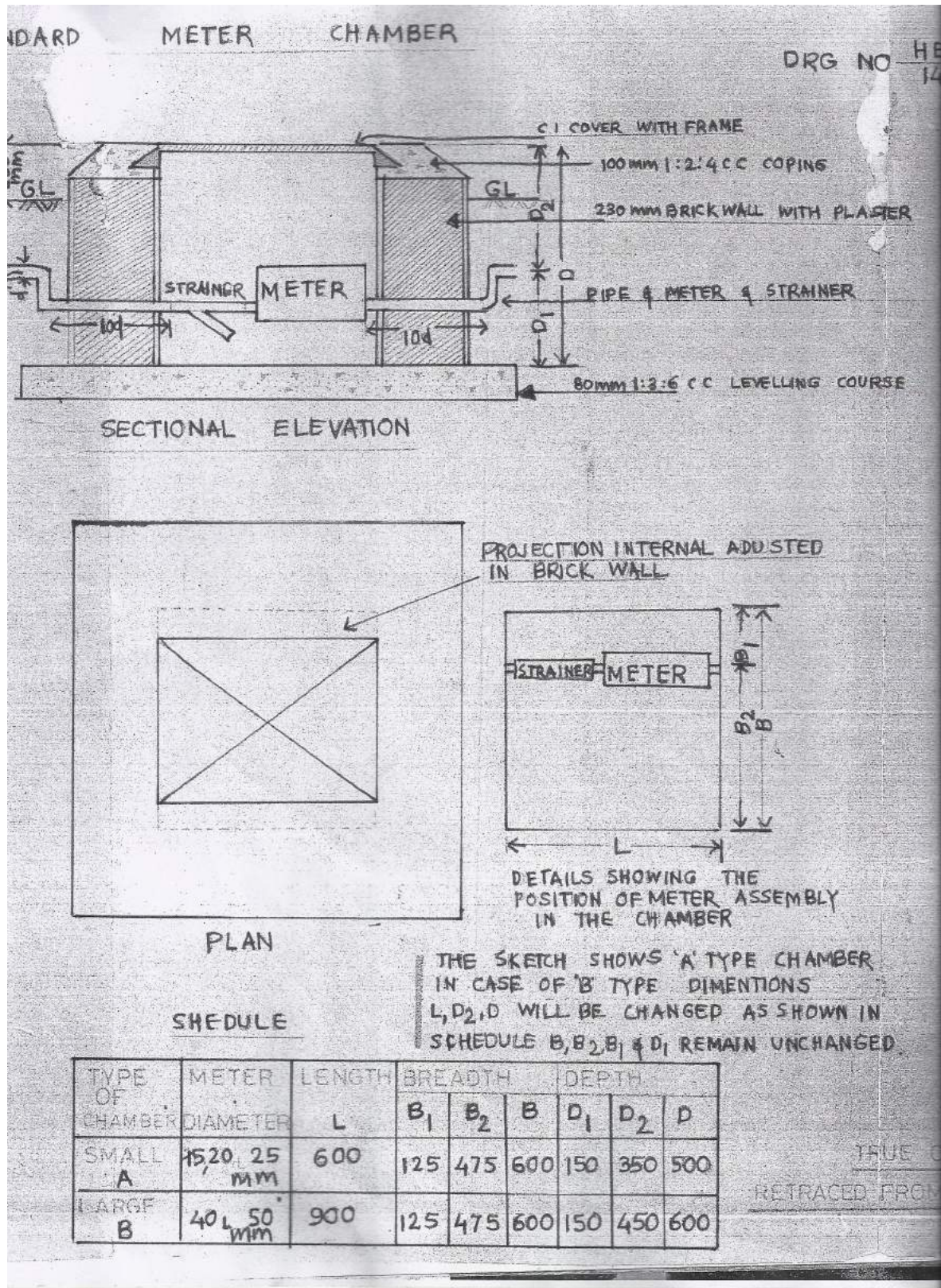
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ANNEXURE-O

STANDARD METER CHAMBER



ANNEXURE-P

NOTICE FOR CONSTRUCTION OF CHAMBER

BRIHANMUMBAI MAHANAGARPALIKA
(Hydraulic Engineering's Department)

Office of the : Assistant Engineer Water Works Ward

To,

Sub:- Water meter chamber construction

Ref:- Connection no. MRB/Folio No.

Sir/Madam,

This is to inform you that the premises as mentioned above is fed by mm metered water connection No., Meter No., make.

It is observed that the condition of the existing meter chamber is found buried and not traceable. Is is the responsibility of consumer to keep the water meter chamber in visible condition.

You are therefore informed herewith to construct water meter chamber within seven days, after receipt of this letter, failing which action will be initiated as per MMC Act and Water Charges rules in force. The standard meter chamber drawing is available @.

Please also note that, as per Water Charges Rule No. 3.1 effective from 01/04/2015, the additional 25% on regular consumption will be charged for keeping private meter buried for more than 6 months on non-slum connection and for more than 12 months on residential slum connection as well as action will be initiated to cut off the water connection as per water charges rule no. 4.8.

You are therefore directed to carry out the work accordingly.

Yours Faithfully
Asst. Engineer (Water Works) Ward

ANNEXURE-Q

NOTICE FOR MISSING OF WATER METER

Municipal Corporation of Greater Mumbai
(Hydraulic Engineer's Department)

Office of Assistant Engineer Water Works -----Ward

Notice under section 276 (1) and 278 (2) of MMC Act, 1888

To,

Sub : Missing of your water meter.

Ref : 1.) Connection Code no. _____

2.) Section 276 (1) and 278 (2) of MMC Act, 1888

Sir/ Madam,

This is to inform you that the premises mentioned above is granted _____ mm sized metered water bearing connection code no. _____. It is observed that meter no. _____, Make _____ is not found in spite of thorough search and excavation at probable location.

You are therefore instructed to fix the new water meter within seven days, from receipt of this notice, failing which action will be initiated for disconnection of water connection as per section 279 (1c) of MMC Act.

You are therefore directed to carry out the work accordingly.

Asst. Engineer Water Works -----Ward

ANNEXURE-R

FORMAT FOR POLICE STATION

BRIHANMUMBAI MAHANAGARPALIKA

Hydraulic Engineer's Department.

To

Police Inspector,

Police station

Mumbai ----

Sub:- Appointment of vendor for the work of water meter reading by MCGM.

Ref:- Work order issued by E.E.(Meter) Rev. U/ no. _____

With reference to above , this is to inform you that M/S _____
has been appointed as a vendor for the work of water meter reading in _____ ward of
M.C.G.M, within the limits of _____ police station for the period of 25
months.

The list of the employees with their I -cards (xerox copies) are attached herewith for
your information please. This meter reading work will be carried out between 8.00 a.m. to
6.00 p.m.

Thanking you

Yours faithfully

A.E.W.W. _____

ANNEXURE-S

MUNICIPAL CORPORATION OF GREATER MUMBAI

HYDRAULIC ENGINEER'S DEPARTMENT

No. AEWW/_____ Dt. _____

Asst. Engineer Water Works _____ Ward

Address _____

Mumbai _____

To,

Shri /Smt./M/s _____

Sub:- High Consumption intimation for Connection

No. _____

Ref:- Water Charges Bill for the period from _____ to _____

Madam/ Gentleman,

In this respect the premise is having ____mm X ____mm Water connection granted under Section 169/92 of MMC Act for Domestic / Commercial/ Industrial purpose & Charged @ Rs. ____ per Kilo Liter +70% Sewerage Charges.

During usual meter reading programme on _____ the ____mm ____Meter No. _____ fixed on the connection feeding to your premises have registered a consumption of ____KL for the period from _____ to _____.

Your attention is drawn to the above high consumption to avoid any disputes of the bill yet to be saved in billing system. It is possible that the high consumption may be due to wastage of water through some leakage in your fitting, pipes, overflow of underground or overhead tanks, wastage of water etc. which may be got inspected.

If however, you have any doubt about the correctness of the meter, same may be tested on payment of Rs. ____/- in advance (by cash/DD/Pay order) in this office of undersigned and on payment of said water charges bill under protest. If the amount is not paid within fifteen days from the receipt here off, no dispute regarding high consumption will be entertained and the actual reading shown by the meter shall be charged.

Yours faithfully,

Asst. Engineer Water Works
_____ Ward

ANNEXURE-T

BRIHANMUMBAI MAHANAGARPALIKA

Hydraulic Engineer's Department.

Office Address

Assistant Eng. Water Works..... Ward, M.C.G.M.

Email :-.....

Mobile No :-.....

Date:-.....

To,
Shri. / Smt. / M/s.

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

Sub :- Intimation to replace the existing Water Meter having
connection Code No.1).....
2).....
3).....

Sir/Madam.

On reading programme onat your site, it is noticed that the
existingmm size water meter. No..... ofmake fixed on your
connection have

() stopped recording reading (EXM)

() showing meter tampered (TPR)

() showing reverse reading (RVS)

() reading observed on meter is not reliable (RNR) for the bill period from
.....to, The water charges bill for this period of your
connection is issued as per water charges Rule No.3.1(a) /3.1 (b) / 3.1(c) /3.1(d) /3.1(e)
effective from 01.04.2015.

You are therefore, requested to purchasemm size water meter of 'B' class of
approved connection from open market and arrange

(a) to pay following meter removing / re-fixing/ testing and sealing Rs..... in this
office (testing is not required for meter size 15mm, 20mm, 25mm in case your connection
is domestic)

& get it fixed from this office after test

or

(b) to get it fixed on your connection by skilled person & submit your intimation letter with
actual date of fixing alongwith Test Certificate (T.C) within 7 days (in case ofup to 25
mm domestic connection holders) in this office, failing which the water charges bills here

ANNEXURE-U

BRIHANMUMBAI MAHANAGARPALIKA

Hydraulic Engineer's Department.

Office Address

Assistant Eng. Water Works.....Ward, A.E.G.M.

Email :-.....

Mobile No :-.....

Date:-.....

To,

Shri. / Smt. / M/s.

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

Sub :- Intimation of decision taken into dispute committee held
onin respect of your dispute letter for CCN

(1).....(2).....

(3).....(4).....

Ref :- Your dispute letter dated.....

Sir / Madam,

Please refer to your dispute letter dated in respect of CCN..... for the
water charges bill issued for the period.1)to
(2)to..... (3).....to.....(4).....to..... . In this regard,
the dispute committee was held on.....in this office of AEWW.....Ward
address.....ata.m./p.m. in which you were also present/ absent. The
dispute committee have decided to considered your request for revision of
water charges bill & the revised water charges bills for connection code No.

(1).....

(2).....

(3).....

(4)..... for the period..... towill be issued
after scrutiny approval of competent authority.

Yours Faithfully,

Assistant Engineer (Water Works)-----Ward

ANNEXURE-V

BRIHANMUMBAI MAHANAGARPALIKA
Hydraulic Engineer's Department.

Office Address

Assistant Eng. Water Works.....Ward, M.C.G.M.

Email :-.....

Mobile No :-.....

Date:-.....

To,

Assistant Assessor & collector

.....ward

.....

.....

Sub :- To levy sewerage tax in property tax bill having SAC No.(E/S & W/S).....of Shri / Smt./M/s.

Ref :- 1) Water connection Code No.....
2) Water Charges Rule & Sewerage & Waste Removal Rule effect from 01.04.2015 Standing committee resolution 1313 dt.20.02.2016

Sir/Madam.

In this case the water connection granted to Shri / Smt. M/s.having connection code No.....is cut off on As the premises which are not in receipt of municipal water supply, sewerage tax at rate prescribed in Rule 7.1 (a) & (b).

Assistant Assessor & collectorWard is, therefore requested to levy S.T. in the property tax bill at the earliest & inform this office accordingly.

Yours Faithfully,

Assistant Engineer (Water Works)-----Ward

ANNEXURE-W

BRIHANMUMBAI MAHANAGARPALIKA
Hydraulic Engineer's office
Notice

Office address
Assistant Engineer (Water Works) ----- ward

To,

Sub – To make available Meter No.----- fixed on water connection
----- for reading purpose

Ref – 1) MMC Act 1888 Section 278(2)
2) Water Charges Rule No. 4.8

Sir / Madam,

As per MMC Act 1888 Section 169/92, you have allotted ----- X ----- mm diameter size water connection with ----- mm size meter no.----- for residential /commercial use at above site. While issuing your monthly /quarterly water charges bills for your water connection No.----- (MRB/Folio), it is found that your meter was not made available for reading due to following reasons,-

- 1) Meter is in locked condition.
- 2) Heavy material is kept on Meter
- 3) Way to meter is closed / blocked
- 4) Meter is not at its original place
- 5) Meter chamber is full of mud / water
- 6) Dog/Animals found on meter chamber
- 7) -----
- 8) -----
- 9) -----

In view of above Water Charges bills for your water connection for the period of -----to ----- are issued on NAT/NAP base.You are hereby requested to note the above reason for not availability of meter for reading and make available the same for reading immediately. This notice is issued as per MMC Act 1888 Section 278 (2) and if you failed to make available your meter for reading purpose, the action will be initiated to cut off the water connection as per MMC Act 1888 Section 279 (1) and as per Water Charges Rule No.4.8 which please note.

Yours Faithfully,

Assistant Engineer (Water Works)-----Ward

ANNEXURE-X

Municipal Corporation of Greater Mumbai
(Hydraulic Engineer's Department)

Office of the
Assistant Engineer, Water Works

To,
Shri / Smt./Ms.

Subject : unauthorised work carried out at the premises bearing

Reference : Conn. Code No. _____

Dear sir / Madam,

It has been brought to my notice that below-noted work which is unauthorised has been carried out at the above-mentioned premises in contravention of the provisions of the Municipal Act and By-Laws, thereby constituting an offence punishable under section 471 of the Municipal Act.

- 1) _____
- 2) _____
- 3) _____

You are hereby called upon to remove the said unauthorised works/ reinstate the fitting within three days from the receipt here of failing which you will be prosecuted under section 461 (b) of the Municipal Act Bye-Laws (5 and 33) and the unauthorised works will be removed or reinstated under the provision of section 272 of the Act at your risk and cost.

Your attention is further invited to the provisions of Section 287 B of the Act and you are hereby called upon to furnish the name of the licensed plumber employed by you to carry out the work under reference. In the event of your failure to do so within 3 days receipt hereof, it will be presumed, until you prove to the contrary, that the said work has been done or permitted to be done in contravention of the provision of the herein last mentioned section of the said Municipal Act and will be prosecuted there under.

Yours Faithfully,

Asst. Eng. (Water Works) ' 'Ward

ANNEXURE-Y

BRIHANMUMBAI MAHANAGARPALIKA Hydraulic Engineer's Department.

Restoration Memo

S.E.W.W.(Maintenance).....Ward

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

Sub :- Restoration of connection code No.....
Ref :- Request to restore the connection by Shri. / Smt. /
M/s..... Water connection under No..... is
disconnected on.....
water charges Rule 4.10 (c) (d), appendix E (4) , Appendix C

In this case Shri. / Smt. / M/s..... has / have
applied to restore the connection and have complied with following :-

- 1) All Outstanding of water charges amount Rs.....paid vide receipt
1)No.....on.....(2)No.....date.....(3) No.....date.....
- 2) Cutting & restoration charges Rs.....(Receipt No.....dt.....)
- 3) Additional security Deposit Rs.....(Receipt No.....dt.....)
- 4) Paid testing and sealing charges Rs.....for new meter (Receipt No.....dt.....)
- 5) Sewerage tax paid certificate / Receipt by AA&C.....Ward (in case cut off for
AA & C's outstanding)
- 6) Licence renewed by consumer (copy of attached) (Optional)
- 7) Paid 50% of outstanding water charges bills as per instalments sanctioned
by.....vide No.....dated.
- 8) NOC from

Yours Faithfully,

Assistant Engineer (Water Works)-----Ward

SEWW (Maintenance) / JEWW (Maintenance) -----Ward.

ANNEXURE-Z

BRIHANMUMBAI MAHANAGARPALIKA
(Hydraulic Engineer's Department)

Office of the Assistant Engineer Water Works Ward

To,

Sub: - Water connection granted to _____

Ref: - Connection no. _____ MRB/Folio No. _____

Sir/Madam,

This is to inform you that the premises as mentioned above is fed by _____ mm metered water Connection No. _____, Meter No. _____, make _____.

It is observed that the condition of the existing meter and delivery pipe line is found buried and not traceable. It is responsibility of consumer to keep the pipe line and water meter in visible condition.

You are therefore informed herewith to expose meter / pipeline / chamber within 48 hours, after receipt of this letter, failing which action will be initiated as per MMC Act & Water Charges Rules in force.

Please also note that, as per Water Charges Rule No 3.1 effective from 01/04/2015, the additional 25% on regular consumption will be charged for keeping non-working private meter for more than 6 months on non-slum connections and for more than 12 months on residential slum connections as well as action will be initiated to cut off the water connection as per water charges rule No. 4.8.

You are therefore directed to carry out the work accordingly.

Yours faithfully,

Asstt. Engineer (Water Works)
_____ Ward

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ANNEXURE-AA

METER READING CARD (MONTHLY)

Municipal Corporation of Greater Mumbai

METER READING CARD Addl. S. D. ₹ Rt. H.C.

CASE NO. Sec. Deposit ₹ Rt. H.J. WARD

SAC No.					Section (MMC. Act.)		M.R.B / Page No.	
					Requirement Lts. Per day		Date of Conn	
Connection Code No. (CCN)					D.C. of conn. Lts. Per day		A & C Ward No.	
Link Connection Code No.					Connection size (mm)		past & Next Binder No.	
Name of Connection Holder and Location of Premises					Meter Size (mm)		Group Code	
					Meter ownership		Rate Code	
					Location of Meter		Sew Code	
					No. of Flats		Rate per m ³ (kl.) ₹	

Meter No.						Billing Category	
Make						Conn. status	
Fixed on						Purpose	
IR.m ³ (kl)						Gap Authority	

L.Y.C. m ³ (kl)	Month Year	Meter reading m ³ (kl)	Consumption m ³ (kl)	Read on	Meter status	Gap Code	Punch By Date	Remarks
	MAR.							
	APR.							
	MAY.							
	JUN.							
	JUL.							
	AUG.							
	SEP.							
	OCT.							
	NOV.							
	DEC.							
	JAN.							
	FEB.							
	MAR.							
	APR.							
	MAY.							
	JUN.							
	JUL.							
	AUG.							
	SEP.							

NS/ENG22-26431-2016-17-50,000 Cards T/B (M-2) Pink

Municipal Corporation of Greater Mumbai

METER READING CARD

Sec. Deposit ₹ Rt. No. WARD

L.Y.C. m ³ (kl)	Month Year	Meter reading m ³ (kl)	Consumption m ³ (kl)	Read on	Meter status	Gap Code	Punch By Date	Remarks
	OCT.							
	NOV.							
	DEC.							
	JAN.							
	FEB.							
	MAR.							
	APR.							
	MAY.							
	JUN.							
	JUL.							
	AUG.							
	SEP.							
	OCT.							
	NOV.							
	DEC.							
	JAN.							
	FEB.							
	MAR.							
	APR.							
	MAY.							
	JUN.							
	JUL.							
	AUG.							
	SEP.							
	OCT.							
	NOV.							
	DEC.							
	JAN.							
	FEB.							
	MAR.							

Pink

ANNEXURE-BB

METER READING CARD (QUARTERLY)

Municipal Corporation of Greater Mumbai

METER READING CARD Addl. S. D. ₹ Rt. No.....
CASE NO. Sec. Deposit ₹ Rt. No..... WARD

SAC No.....						Section (MMC. Act.)		M.R.B./ Page No.	
Connection Code No.(CCN)						Requirement Lts.Per day		Date of Conn	
Link Connection Code No.						D.C.of conn. Lts. Per day		A & C Ward No.	
Name of Connection Holder and Location of Premises						Connection size (mm)		past & Next Binder No.	
						Meter Size (mm)		Group Code	
						Meter ownership		MPL/PVT	
						Location of Meter		Rate Code	
						No. of Flats		Rate per m ³ (kl.) ₹	

Meter No.					Billing Category	
Make					Conn. status	
Fixed on					Purpose	
IR.m ³ (kl)					Gap Authority	

L.Y.C. m ³ (kl)	Month Year	Meter reading m ³ (kl)	Consumption m ³ (kl)	Read on	Meter status	Gap Code	Punch By Date	Remarks
	MAR.							
	APR.							
	MAY.							
	JUN.							
	JUL.							
	AUG.							
	SEP.							
	OCT.							
	NOV.							
	DEC.							
	JAN.							
	FEB.							
	MAR.							
	APR.							
	MAY.							
	JUN.							
	JUL.							
	AUG.							
	SEP.							

NSENG71-26430-2016-17-6,00,000 Cards F B (M-2) Green

Municipal Corporation of Greater Mumbai

METER READING CARD

Sec. Deposit ₹ Rt. No. WARD

L.Y.C. m ³ (kl)	Month Year	Meter reading m ³ (kl)	Consumption m ³ (kl)	Read on	Meter status	Gap Code	Punch By Date	Remarks
	OCT.							
	NOV.							
	DEC.							
	JAN.							
	FEB.							
	MAR.							
	APR.							
	MAY.							
	JUN.							
	JUL.							
	AUG.							
	SEP.							
	OCT.							
	NOV.							
	DEC.							
	JAN.							
	FEB.							
	MAR.							
	APR.							
	MAY.							
	JUN.							
	JUL.							
	AUG.							
	SEP.							
	OCT.							
	NOV.							
	DEC.							
	JAN.							
	FEB.							
	MAR.							

Green

ANNEXURE- CC**Municipal Corporation Greater Mumbai
Hydraulic Engineer's Department**

Sub:- Joint inspection report with vendor's meter reader and MCGM staff.

The following is the joint inspection report of Meter Supervisor (MS) / Meter Inspector (MI) with vendor's meter reader (VMR) in the ward, dated -, Area -

Sr. No.	CCN	Near by location	Sign of MI / MS	Sign of VMR	Remark
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

Vendor's Meter Supervisor (VMS)

AO ward

ANNEXURE- DD

(PRINT ON LANDSCAPE PAGE)

DATE WISE SUMMARY OF A WARD

Date wise Summary of A ward meter reading (AQUA report as on Feb.2021)

Sr.No.	Cycle	Combination of Frequency (Monthly (M) + Quarterly (A/B/C))	Monthly (M)	Quarterly (A/B/C)	Blank Frequency	Meters to be read in Each Cycle (Excluding NAP/NAT)	NAP status CCN count	NAT status CCN count	Remarks (NAP & NAT count)
1	2	3	4	5	6	7=4+5+6	8	9	10=8+9
1	16th Apr to 15th May	M+A	1228	603	1	1832	9	528	537
2	16th May to 15th June	M+B	1228	583	1	1812			
3	16th June to 15th July	M+C	1228	394	1	1623			
4	16th July to 15th Aug	M+A	1228	603	1	1832			
5	16th Aug to 15th Sept	M+B	1228	583	1	1812			
6	16th Sept to 15th Oct	M+C	1228	394	1	1623			
7	16th Oct to 15th Nov	M+A	1228	603	1	1832			
8	16th Nov to 15th Dec	M+B	1228	583	1	1812			
9	16th Dec to 15th Jan	M+C	1228	394	1	1623			
10	16th Jan to 15th Feb	M+A	1228	603	1	1832			
11	16th Feb to 15th March	M+B	1228	583	1	1812			
12	16th Mar to 15th Apr	M+C	1228	394	1	1623			
					Total	21068			537

DATE WISE SUMMARY OF H/WEST WARD

Date wise Summary of H/W ward meter reading (AQUA report as on Feb.2021)

Sr.No.	Cycle	Combination of Frequency (Monthly (M) + Quarterly (A/B/C))	Monthly (M)	Quarterly (A/B/C)	Blank Frequency	Meters to be read in Each Cycle (Excluding NAP/NAT)	NAP status CCN count	NAT status CCN count	Remarks (NAP & NAT count)
1	2	3	4	5	6	7=4+5+6	8	9	10=8+9
1	16th Apr to 15th May	M+A	529	2980	3	3512	96	662	758
2	16th May to 15th June	M+B	529	3300	3	3832			
3	16th June to 15th July	M+C	529	2817	3	3349			
4	16th July to 15th Aug	M+A	529	2980	3	3512			
5	16th Aug to 15th Sept	M+B	529	3300	3	3832			
6	16th Sept to 15th Oct	M+C	529	2817	3	3349			
7	16th Oct to 15th Nov	M+A	529	2980	3	3512			
8	16th Nov to 15th Dec	M+B	529	3300	3	3832			
9	16th Dec to 15th Jan	M+C	529	2817	3	3349			
10	16th Jan to 15th Feb	M+A	529	2980	3	3512			
11	16th Feb to 15th March	M+B	529	3300	3	3832			
12	16th Mar to 15th Apr	M+C	529	2817	3	3349			
					Total	42772			758

DATE WISE SUMMARY OF T WARD

Date wise Summary of T ward meter reading (AQUA report as on Feb.2021)

Sr.No.	Cycle	Combination of Frequency (Monthly (M) + Quarterly (A/B/C))	Monthly (M)	Quarterly (A/B/C)	Blank Frequency	Meters to be read in Each Cycle (Excluding NAP/NAT)	NAP status CCN count	NAT status CCN count	Remarks (NAP & NAT count)
1	2	3	4	5	6	7=4+5+6	8	9	10=8+9
1	16th Apr to 15th May	M+A	557	1829	17	2403	4	78	82
2	16th May to 15th June	M+B	557	1589	17	2163			
3	16th June to 15th July	M+C	557	1568	17	2142			
4	16th July to 15th Aug	M+A	557	1829	17	2403			
5	16th Aug to 15th Sept	M+B	557	1589	17	2163			
6	16th Sept to 15th Oct	M+C	557	1568	17	2142			
7	16th Oct to 15th Nov	M+A	557	1829	17	2403			
8	16th Nov to 15th Dec	M+B	557	1589	17	2163			
9	16th Dec to 15th Jan	M+C	557	1568	17	2142			
10	16th Jan to 15th Feb	M+A	557	1829	17	2403			
11	16th Feb to 15th March	M+B	557	1589	17	2163			
12	16th Mar to 15th Apr	M+C	557	1568	17	2142			
					Total	26832			82

DATE WISE SUMMARY OF D WARD

Date wise Summary of D ward meter reading (AQUA report as on Feb.2021)

Sr.No.	Cycle	Combination of Frequency (Monthly (M) + Quarterly (A/B/C))	Monthly (M)	Quarterly (A/B/C)	Blank Frequency	Meters to be read in Each Cycle (Excluding NAP/NAT)	NAP status CCN count	NAT status CCN count	Remarks (NAP & NAT count)
1	2	3	4	5	6	7=4+5+6	8	9	10=8+9
1	16th Apr to 15th May	M+A	1377	1258	31	2666	169	412	581
2	16th May to 15th June	M+B	1377	1133	31	2541			
3	16th June to 15th July	M+C	1377	955	31	2363			
4	16th July to 15th Aug	M+A	1377	1258	31	2666			
5	16th Aug to 15th Sept	M+B	1377	1133	31	2541			
6	16th Sept to 15th Oct	M+C	1377	955	31	2363			
7	16th Oct to 15th Nov	M+A	1377	1258	31	2666			
8	16th Nov to 15th Dec	M+B	1377	1133	31	2541			
9	16th Dec to 15th Jan	M+C	1377	955	31	2363			
10	16th Jan to 15th Feb	M+A	1377	1258	31	2666			
11	16th Feb to 15th March	M+B	1377	1133	31	2541			
12	16th Mar to 15th Apr	M+C	1377	955	31	2363			
					Total	30280	169	412	581

DATE WISE SUMMARY OF G/NORTH WARD

Date wise Summary of GN ward meter reading (AQUA report as on Feb.2021)

Sr.No.	Cycle	Combina tion of Frequen cy (Monthl y (M) + Quarterl y (A/B/C))	Monthly (M)	Quarterl y (A/B/C)	Blank Frequen cy	Meters to be read in Each Cycle (Excludi ng NAP/NA T)	NAP status CCN count	NAT status CCN count	Remark s (NAP & NAT count)
1	2	3	4	5	6	7=4+5+6	8	9	10=8+9
1	16th Apr to 15th May	M+A	483	1152	14	1649	101	518	619
2	16th May to 15th June	M+B	483	1486	14	1983			
3	16th June to 15th July	M+C	483	915	14	1412			
4	16th July to 15th Aug	M+A	483	1152	14	1649			
5	16th Aug to 15th Sept	M+B	483	1486	14	1983			
6	16th Sept to 15th Oct	M+C	483	915	14	1412			
7	16th Oct to 15th Nov	M+A	483	1152	14	1649			
8	16th Nov to 15th Dec	M+B	483	1486	14	1983			
9	16th Dec to 15th Jan	M+C	483	915	14	1412			
10	16th Jan to 15th Feb	M+A	483	1152	14	1649			
11	16th Feb to 15th March	M+B	483	1486	14	1983			
12	16th Mar to 15th Apr	M+C	483	915	14	1412			
					Total	20176	101	218	619

DATE WISE SUMMARY OF G/SOUTH WARD

Date wise Summary of GS ward meter reading (AQUA report as on Feb.2021)

Sr.No.	Cycle	Combina tion of Frequen cy (Monthl y (M) + Quarterl y (A/B/C))	Monthly (M)	Quarterl y (A/B/C)	Blank Frequen cy	Meters to be read in Each Cycle (Excludi ng NAP/NA T)	NAP status CCN count	NAT status CCN count	Remark s (NAP & NAT count)
1	2	3	4	5	6	7=4+5+6	8	9	10=8+9
1	16th Apr to 15th May	M+A	710	608	8	1326	2	108	110
2	16th May to 15th June	M+B	710	581	8	1299			
3	16th June to 15th July	M+C	710	339	8	1057			
4	16th July to 15th Aug	M+A	710	608	8	1326			
5	16th Aug to 15th Sept	M+B	710	581	8	1299			
6	16th Sept to 15th Oct	M+C	710	339	8	1057			
7	16th Oct to 15th Nov	M+A	710	608	8	1326			
8	16th Nov to 15th Dec	M+B	710	581	8	1299			
9	16th Dec to 15th Jan	M+C	710	339	8	1057			
10	16th Jan to 15th Feb	M+A	710	608	8	1326			
11	16th Feb to 15th March	M+B	710	581	8	1299			
12	16th Mar to 15th Apr	M+C	710	339	8	1057			
					Total	14728	2	108	110

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२०-२१

क्र.प्रले(वित्त)/प्रकल्प/३६ दिनांक ०७.१२.२०२०

विषय: बृहन्मुंबई महानगरपालिकेची कामे करणाऱ्या कंत्राटदारांकडून कोव्हिड-१९च्या अनुषंगाने नविन कामांमध्ये Performance Guarantee न घेण्याबाबत

- संदर्भ: १) महाराष्ट्र शासन परिपत्रक क्रमांक संकीर्ण १०२०/प्र.क्र./१००/
२०२०-व्यय - १२ दिनांक २९ जूलै, २०२०
२) परिपत्रक क्र.उपप्रले/व्यय/ I/ ०६ दिनांक १०.०८.२०२०
३) क्र.प्रले(वित्त)/प्रकल्प/ २० दिनांक २०.०८.२०२०
४) क्र.प्रले(वित्त)/प्रकल्प/ २१ दिनांक ०७.०९.२०२०

कोरोना साथीच्या प्रादुर्भावामुळे महानगरपालिकेचे काम करणाऱ्या कंत्राटदारांना चालू कंत्राटामध्ये सोसाव्या लागत असलेल्या विविध अडचणीबाबत उपाययोजना व सहाय्य करण्याबाबत केंद्र सरकार व राज्य सरकारच्या धर्तीवर, परिपत्रक निर्गमित करून विविध उपाययोजना व सहाय्य देण्यात आलेले आहे. तथापि, या अनुषंगाने प्राप्त झालेल्या सूचनांच्या अनुषंगाने महापालिकेतील कंत्राटदारांना Performance Guarantee बाबत उपरोक्त संदर्भित परिपत्रक क्र. २, ३ व ४ मधील नमूद सवलती व्यतिरिक्त खालीलप्रमाणे अतिरिक्त सवलत देण्यात येत आहे :-

१. नव्याने मागविण्यात येणाऱ्या निविदांमध्ये कार्यानुरूप हमीपत्र (Performance Guarantee)

कंत्राटदारांकडून घेण्यात येऊ नये.

२. परंतु, सदर कामासाठी, स्वीकृतीपत्र (Letter of Acceptance) प्राप्त झाल्याच्या दिनांकापासून

३० दिवसात २% कंत्राट अनामत रक्कम म्हणून सदर कामाचा दोष दायित्व कालावधी पूर्ण होईपर्यंत

वैध असलेले बँक हमीपत्र प्राप्त करणे आवश्यक असेल तसेच काम पूर्ण झाल्यानंतर ५०% रिटेंशन

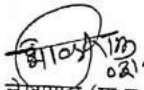
मनीचे अधिदान केल्यानंतर उर्वरित ५०% रिटेंशन मनी परत करताना सदर कामाचा दोष

दायित्व कालावधी पूर्ण होईपर्यंत हमी म्हणून संबंधित कंत्राटदाराकडून दोष दायित्व कालावधी संपेपर्यंत वैध असणारे बँक हमीपत्र घेणे आवश्यक असेल. अशा प्रकारची अट नव्याने मागविण्यात येणाऱ्या निविदांमध्ये अंतर्भूत करण्यात यावी.


३. तसेच ज्या कामांची निविदा सादर करण्याची अंतिम नियत दिनांक संपूर्णत आली नसेल अशा कामांच्या बाबतीत शुध्दीपत्रक (Corrigendum) काढून उपरोक्त मुद्दा क्रमांक १ व २ अंतर्भूत करण्यात यावा.

४. सदरहू सवलत ही दिनांक ३१.०३.२०२२ पर्यंत मागविण्यात येणाऱ्या निविदांना लागू असेल.

सर्व संबंधित अधिष्ठाता/सहाय्यक आयुक्त/खातेप्रमुख यांनी उपरोक्त निर्देशांची अंमलबजावणी काटेकोरपणे करावी.


०३/०३/२०२०
प्रमुख लेखपाल (पा.पू.म.वि.)

अतिरिक्त आयुक्त (प्रकल्प)


०३/०३/२०२०
प्रमुख लेखपाल (वित्त)प्र.
महानगरपालिका आयुक्त


३१/०३/२०२०
३१/०३/२०२०
३१/०३/२०२०

ANNEXURE- FF

५-५

बृहन्मुंबई महानगरपालिका
क्र. प्र.ले./वित्त/व्यय/३५, दि. १०.११.२०२०

परिपत्रक

विषय:- ई-निविदा मागविण्यापूर्वी लेखा विभागामार्फत दायित्व नोंद करण्याबाबत.

संदर्भ :- सीए/एफआरडी-१/५ दि. १०.०५.२०१६.

उपरोक्त विषयाबाबत परिपत्रक क्र. सीए/एफआरडी-१/५ दि. १०.०५.२०१६ अन्वये मा. आयुक्तांनी दिलेल्या निदेशानुसार विविध प्रधिकरणांच्या मान्यतेने ई-निविदा मागविण्यात येतात. त्यावेळी परिपत्रकातील निर्देशानुसार नियमित व नित्याच्या स्वरूपाचे काम असल्यास कितीही रकमेच्या मसुदा निविदेस प्रशासकीय मान्यता देण्याचे प्राधिकार संबंधित खाते-प्रमुखांना देण्यात आलेले आहेत. तथापी, त्यांनी पुरेशी अर्थसंकल्पिय तरतूद आहे याची खात्री करणे आवश्यक असते. परंतु असे निदर्शनास आले आहे की, निविदा प्रक्रिया करताना अर्थसंकल्पीय तरतूदीचा विचार न करता मोठ्या प्रमाणात निविदा मागविण्यात आलेल्या आहेत. त्यामुळे महापालिकेस सदर कामांचे मोठ्या प्रमाणात दायित्व निर्माण होत आहे.

यास्तव परिपत्रक क्र. सीए/एफआरडी-१/५ दि. १०.०५.२०१६ अन्वये देण्यात आलेल्या निदेशामध्ये कोणतेही फेरबदल न करता मध्यवर्ती यंत्रणेमार्फत मागविण्यात येणाऱ्या मसुदानिविदाना मान्यता देण्यापुर्वी, सदर प्रकरण दायित्व नोंदणीकरिता संबंधित लेखा विभागाकडे पाठविणे आवश्यक असेल. यास्तव खालील प्रमाणे सुधारित कार्य-पध्दतीचा अवलंब करणे आवश्यक असेल:-

- परिपत्रक क्र. सीए/एफआरडी-१/५ दि. १०.०५.२०१६ अन्वये देण्यात आलेल्या निदेशामध्ये कोणतेही फेरबदल केलेले नाहीत. परंतु परिपत्रकातील निदेशानुसार ठोक अर्थसंकल्पिय तरतूद असल्यास संबंधित प्रमुख अभियंता/ खाते प्रमुख/ अधिष्ठाता आणि त्यांच्या संबंधितांनी चालू असलेल्या कामाचे आणि प्रस्तावित कामाचे चालू आर्थिक वर्ष व त्यापुढील आर्थिक वर्षात निर्माण होणाऱ्या दायित्वाबाबत सविस्तर तक्ता जोडणे आवश्यक असेल. सदर दायित्वाचा तपशील विषयांकित कामा पुरता मर्यादित न ठेवता विभाग निहाय तपशीलासह संबंधित खात्याचे एकत्रित/संपूर्ण दायित्व दर्शविणारा असावा. त्याचप्रमाणे सदर दायित्वाच्या तपशीलात प्रकल्पांच्या अंदाजित खर्चासह सर्व शुल्क (Contingencies, Project charges, Utility charges, Consultancy charges etc.) अंतर्भूत करणे आवश्यक असेल. तथापि मसुदा निविदेस प्रशासकीय मान्यता देण्यापुर्वी सदर कामाच्या दायित्वाची नोंद संबंधित लेखा विभागाकडून करणे आवश्यक असेल.
- संबंधित लेखा विभागाने खालील नमूद दिलेल्या सुत्रानुसार नव्याने निर्माण होणारे दायित्व घेण्याकरिता पुरेशी तरतूद असल्याची खात्री करून लेखा संकेतांक निहाय दायित्व नोंदवहीत नोंद घेऊन, नोंदवहीचा विनिर्दिष्ट क्रमांक खात्यास अवगत करणे आवश्यक असेल.

दायित्व नोंद घेतानाचे सुत्र:-

अनु.क्र.	तपशील	उदाहरण
१	महापालिकेने मंजूर केलेल्या चालू आर्थिक वर्षातील भांडवली अर्थसंकल्पिय तरतूदीच्या २.५ पट रक्कम	वार्षिक अर्थसंकल्प तरतूद - ५०० कोटी × २.५० = १२५० कोटी
२	वजा:- सध्या चालू असलेल्या कामाचे दायित्व,	४०० कोटी
३	पुर्ण झालेली कामे तथापी अधिदान न करण्यात आलेल्या कामाचे दायित्व,	१०० कोटी
४	मंजूरीकरिता सादर करण्यात आलेल्या प्रस्तावाचे आर्थिक दायित्व	१०० कोटी
५	वरील प्रस्तावा व्यतिरिक्त मंजूर करण्यात आलेल्या मसुदानिविदा	१०० कोटी
६	नविन निविदाकरिता शिल्लक दायित्व रक्कम	५५० कोटी

वरील तक्त्यातील उदाहरणानुसार ५५० कोटी पर्यंत चालू आर्थिक वर्षात मसुदा निविदा मंजूर करण्यास प्रत्यवाय नाही. सर्व खाते प्रमुखांनी सध्या जी भांडवली कामे हाती घेण्यात आलेली आहेत ती पूर्ण करावीत व त्यानंतर प्रधान्यक्रमाने अत्यावश्यक व टाळता न येणारी आवश्यक असलेली कामेच हाती घेण्यात यावीत.

अतएव सुत्रान्वये जर एखाद्या खात्याची दायित्वाची मर्यादा संपुष्टात आलेली असेल तर अश्या प्रस्तावाचे दायित्व घेणे शक्य नाही असे नमूद करून लेखा विभागाने मसुदा निविदा व प्रस्ताव खात्याकडे परत करावा. परंतु जी अत्यावश्यक व टाळता न येणारी कामे हाती घेणे आवश्यक असल्यास सदर कामांकरिता संबंधित अतिरिक्त आयुक्त, अतिरिक्त आयुक्त (प्रकल्प) आणि महापालिका आयुक्त यांची विशिष्ट पूर्व मंजूरी प्राप्त करून कामे हाती घेण्यात यावीत. सदर मंजूरीनुसार संबंधित लेखा विभागाकडे दायित्वाची नोंद घेण्याकरिता सादर करणे आवश्यक असेल.

३. एखाद्या कामाचे दायित्वाची नोंद घेतल्यानंतर ई-निविदा मागविण्यापूर्वी एकूण प्रकल्प खर्चात वाढ होत असल्यास सुधारित दायित्वाची नोंद घेणेकरिता लेखा विभागास कळविणे आवश्यक आहे.
 ४. नव्याने निर्माण होणारे दायित्वाची नोंद घेताना या दायित्वाचा चालू आर्थिक वर्षातील खर्च व चालू कामांचे आर्थिक वर्षातील विद्यमान दायित्व हे चालू आर्थिक वर्षातील अर्थसंकल्पिय तरतुदीच्या मर्यादित असावे.
 ५. संबंधित लेखा विभागाने नोंद घेतलेल्या दायित्वाची तपशिलवार माहिती प्रत्येक महिन्याच्या ५ तारखेच्या आत लेखा अधिकारी (अर्थसंकल्प) आणि लेखा अधिकारी (स्विय) यांच्याकडे पाठविणे आवश्यक असेल.
 ६. विभाग कार्यालयामार्फत मागविण्यात येणाऱ्या भांडवली कामाकरिता व महसुली कामांकरिता त्यावर्षात उपलब्ध असलेल्या अर्थसंकल्पिय तरतुदीपेक्षा जास्त रकमेच्या कामांच्या निविदा मागविण्यात येऊ नये.
- उपरोक्त सूचनांचे काटेकोरपणे अंमलबजावणी करण्याबाबत सर्व खाते प्रमुख/सहाय्यक आयुक्त/रुग्णालय अधिष्ठाता/वैद्यकीय अधीक्षक/उप प्रमुख लेखापाल/लेखा अधिकारी यांनी दक्षता घ्यावी.

प्रमुख लेखापाल (पा.पू.म.नि.)प्र

प्रमुख लेखापाल (वित्त)प्र.

अतिरिक्त आयुक्त (प्रकल्प)

महानगरपालिका आयुक्त

ANNEXURE- GG

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. 1 MGC/F/8659 Dtd, 07.09.2019.

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

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

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

13(e) Arbitration and Jurisdiction:

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

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

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

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

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

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

13.e Arbitration and Jurisdiction

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

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

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute,

the arbitral tribunal shall be appointed by the recognised arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules").

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

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

All the HoDs are hereby directed to note the revised clause in G.C.C. as mentioned above and ensure that the same is included in the tenders invited from 15-1-2019 onwards. If the tenders are already invited before 15-1-2019 and the Packet 'A' is not opened, then the corrigendum shall be issued so as to see that all the new tenders accepted/invited after 15-9-2019 shall include this revised condition and will become a part of the contract for all such works.

Sd/-22.08.2019
Dir. (E.S. & P.)

Sd/-29.08.2019
A.M.C. (P)

Sd/-06.09.2019
M.C.

No. : DIR/ES&P/919/MC dtd. 16.09.2019.

Copy to :

Asstt. Comm. Ward / City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng.
(Bridges) / H. E. / Ch.Eng. (WSP) / Ch.Eng.(S.P.) / Ch.Eng.(MSDP) / Ch.Eng. (BM) /
Ch.Eng.(Vtg) / Ch.Eng. (M&E) / Ch.Eng.(D.P.) / Ch.Eng.(SWD) / Ch.Eng.(SWM) /
Ch.Eng.(CTIRC)/Ch.Eng. (Coastal Roads) / Dy. Ch.Eng.(HIC) / Dy.Ch.Eng.(SIC)
Supdt. of Gardens / CA (F) / CA (WSSD) / CA (CPD)

Forwarded for information and necessary action please.

Director (E.S. & P.)

No.. : DIR/ES&P/919/MC dtd. 16.09.2019.

C.C. to : DMC(MCO)/ Jt.MC(GA)/ DMC(SE) / DMC(E)/ DMC(CPD)/
Jt.MC(SWM)/ DMC(Z-I) / DMC(Z-II) / DMC(Z-III) / Jt.MC(Z-IV) / Jt.MC(Z-V)/
DMC(Z-VI)/ Jt.MC(Z-VII) / D.M.C. (PH) / DMC (Edu.) / DMC (RE) / DMC (DM)

Forwarded for information please.

o/c

Director (E.S. & P.)

No.. : DIR/ES&P/919/MC dtd. 16.09.2019.

C.C. to: Law Officer

For compliance of para 'Y' at Pg. N/35 at your end and do the needful as per Hon'ble M.C.'s order. Original file is forwarded herewith.

o/c

Director (E.S. & P.)

No.. : DIR/ES&P/919/MC dtd. 16.09.2019.

C.C. to:

As per the note of Law Officer u/no. LO/LOP/3110/ Dy.LO (H.C. suits & PIL, dt.28.08.2019, the clause as modified by Law Officer & which is approved by Hon'ble M.C. is included in the circular please while issuing the circular.

Submitted please.

Director (E.S. & P.)

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

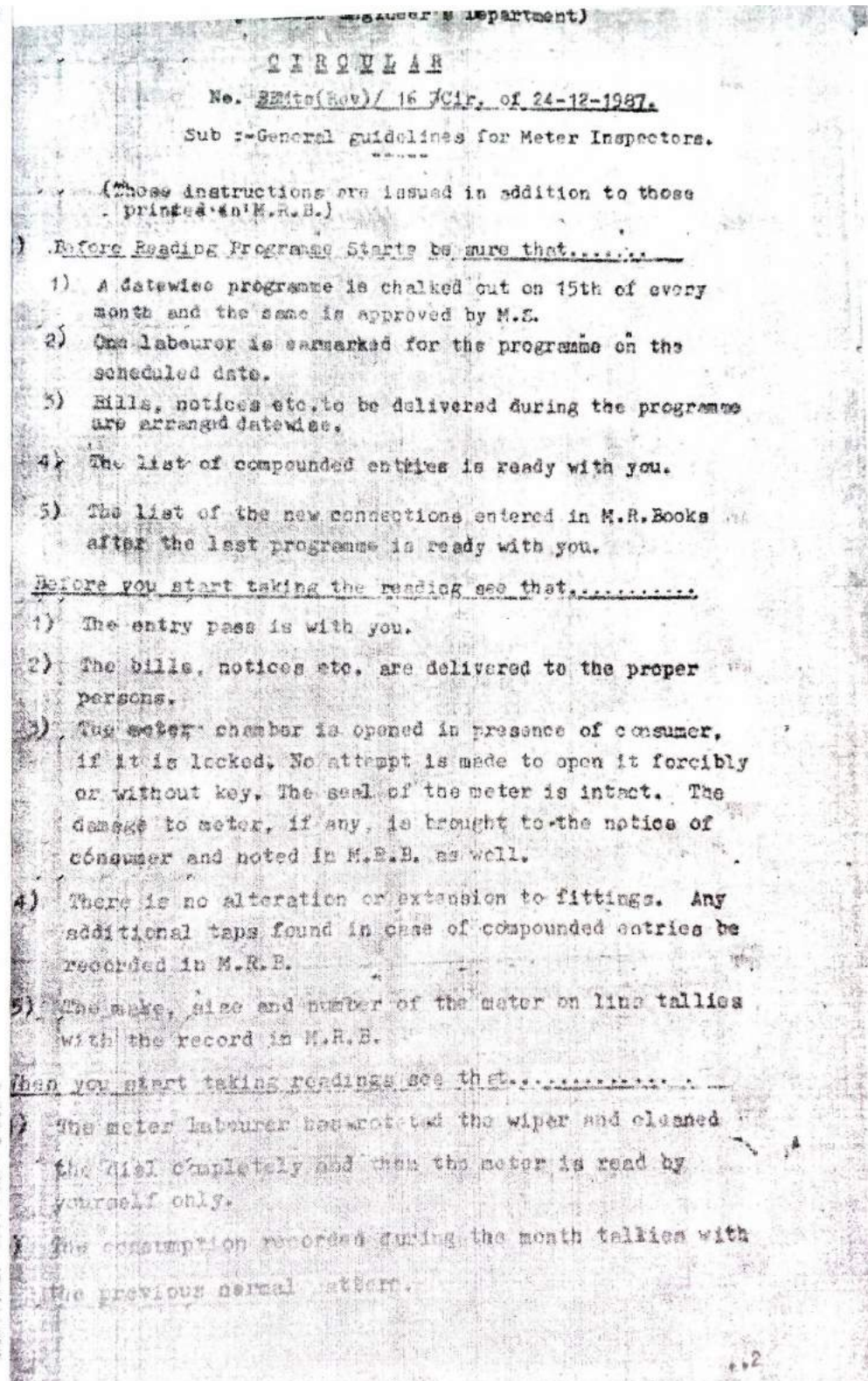
Sir/Madam,

Hon'ble M.C.

o/c

Sir,

ANNEXURE- HH



- 3) Observations such as closure of premises/leakages etc; if the consumption recorded is subnormal/abnormal be recorded.
- 4) The consumer is apprised of the rising trend of water consumed, if it is excessive and the same alongwith other discrepancies are noted in M.R.Cards with consumer.
- 5) If the existing meter on line is found to be replaced, the size, make and number of new meter is noted in M.R.B.

(IV) After reading programme is completed in the afternoon see that:

- 1) The irregularities noticed such as construction works, misuse of water, unauthorised alteration, extension to fittings, unauthorised taps etc. are reported to M.S. in triplicate.
- 2) High consumption card to consumer, in case of abnormal consumption, is put up to M. S.
- 3) Standard letters to consumer for non-availability of readings of meters are put up to M. S.
- 4) M.M.Os. for out of order meters, notices for non-repairs to private meters are put up to M. S.
- 5) M.R.B. entries duly completed in all respects are put up to M. S. for settlement of gaps.

(V) Before you start M.R.D. feeding works ensure that

- 1) The posting of the last bill is taken.
- 2) The list of the entries, wherein no bills are produced on computer for the last quarter, is sent to H.C.(Billing).
- 3) F-23 formats for the new entries and exception report for M.D.P. are completed.
- 4) Formats F-22 for additions, deletion etc; are completed.
- 5) Input formats for M.R.D. and M.D.P. for last quarter are properly filled in and produced on demand.

Before you leave the office, following points should be checked:

- 1) As you are solely responsible for well maintenance and preservation of M. H. Books, see that all books in your charge are on your table and neatly arranged.
- 2) New connection papers received are got recorded in respective M.R.B. and are disposed off.
- 3) Daily diary entries received from J.T.(Mainstn) are

- a) Entry in M.R.B. is neat and clean. Overwriting is not permitted. Overwritings, changes or modifications, if any be got attested by M. S. , A. B.
- b) Edit and exception for M.D.F./M.R.D. are complied with.

In the office it is expected that.....

- 1) You are punctual in attendance.
You are polite in your behaviour with consumers.
You are prompt to complete your data feeding work in time-bound programme.
- 2) You are co-operative with your colleagues.
- 3) You are obedient to your superiors.

[Signature]
Ex. Eng. Meters (Revenue).

On. 24.12.87.

Annexure- II

Irrevocable Undertaking

(on Rs.500/-Stamp Paper)

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

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

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

END

