

DRAFT TENDER
MUNICIPAL CORPORATION OF GREATER MUMBAI



Name of work: - Supply and installation of Sheet Moulding Compound - Glass Reinforced Polymer Non-Insulated Panel Tanks at BIT Chawl no.4, Vitthal Chavan Marg, Parel in F South Ward

**Ward Executive Engineer
F/South**

A.E. (Maint) - I, F/S Ward

S.E. (Maint) F/S

J.E. (Maint) F/S

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SECTION 1 E-TENDER NOTICE

MUNICIPAL CORPORATION OF GREATER MUMBAI

Ward Executive Engineer (F/S Ward)
No.A.C, F/S / / Gen / AEM / dated

E-TENDER NOTICE

Subject: Supply and installation of Sheet Moulding Compound - Glass Reinforced Polymer Non-Insulated Panel Tanks at BIT Chawl no.4, Vitthal Chavan Marg, Parel in F South Ward

The Municipal Corporation of Greater Mumbai (MCGM) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i. e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013 , the contractors registered with the Municipal Corporation of Greater Mumbai, (MCGM) in **Class II and above as per new registration** and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with MCGM will have to apply for registering their firm within three months from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

Bidding Process will comprise of THREE stages.

The application form can be downloaded from MCGM's portal (<http://portal.mcgmm.gov.in>) on payment of Rs.1300+ 18% GST (Rs 1300+GST). The applicants not registered with MCGM are mandated to get registered (Vendor Registration) with MCGM for e-tendering process & obtain login credentials to participate in the online bidding process.

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

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.

Name of work	Contract period	Estimated Cost
Supply and installation of Sheet Moulding Compound - Glass Reinforced Polymer Non-Insulated Panel Tanks at BIT Chawl no.4, Vitthal Chavan Marg, Parel in F South Ward	1 Months (30 days Excluding Monsoon)	Rs.12,32,000/-

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. Rs.12,500/-(Rupees twenty four thousand Seven hundred 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. 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 Ward Executive Engineer, F/S ward. The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.

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

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

The Applicants interested for the above referred works may contact the Ward Executive Engineer, F/S at the following address on any working day during office hours.

Office of: Ward Executive Engineer, F/S ward, Dr. B. A. Road, Parel Mumbai 400012.

The applicants may wish to visit the sites and can 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.mcgm.gov.in/tenders>)

-Sd-

Ward Executive Engineer, F/S Ward

HEADER DATA

Tender Document Number	7200027706
Name of Organization	Municipal Corporation of Greater Mumbai
Subject	Supply and installation of Sheet Moulding Compound - Glass Reinforced Polymer Non-Insulated Panel Tanks at BIT Chawl no.4, Vitthal Chavan Marg, Parel in F South Ward
Cost of Tender	Rs.1300/-+18%GST
Cost of E-Tender(Estimated Cost)	Rs. 12,32,000/-
Bid Security Deposit/ EMD	Rs. 24,700/-
Date of issue and sale of tender	11.02.2022 @ 12:00
Last date & time for sale of tender & Receipt of Bid Security Deposit /EMD	17.02.2022 @ 12:00
Submission of Packet A, B & Packet C(Online)	17.02.2022 @ 12:00
Pre-Bid Meeting	15.02.2022 @ 13:00
Opening of Packet A	17.02.2022 @ 13:00
Opening of Packet B	17.02.2022 @ 14:00
Opening of Packet C	22.02.2022 @ 14:00
Address for communication	Office of: Ward Executive Engineer, 2nd Floor, , F/South Ward, DR. B.A. Road, Parel Mumbai-12. aemaint01.fs@mcgm.gov.in
Venue for opening of bid	Office of: Ward Executive Engineer, 2nd Floor, , F/South Ward, DR. B.A. Road, Parel Mumbai-12

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-

Ward Executive Engineer, F/S Ward

**SECTION 2
ELIGIBILITY
CRITERIA**

Eligibility of Applicants

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) in **Class II and above as per new registration** and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with MCGM will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

A) The tenderer shall be either a natural person or legal person who can sue or can be sued in the court of law in Mumbai. They can be proprietor or partnership firms, a Private or Public Ltd Co. or Corporation or Joint Venture duly formed as stated in related clause. The tenderer shall have to submit the documents proving their legal status as a natural person or legal person in Packet 'A'.

The bidders in its name fulfilling the following qualification criteria are eligible to bid for tender, failing which their offer shall be rejected.

B) Turnover: - Tenderer shall have average minimum turnover per year not less than Rs.50,00,000/- arranged in last 3 financial years i.e. 2018-19, 2019-2020, 2020-21. The audited balance sheets or C.A.'s certificate for the last 3 financial years shall be submitted.

C) Experience: - The experience of having successfully completed similar type of work i.e installation of GRP water tank) in MCGM or Govt./ Semi Govt. depts. or any reputed private firm during last 7 years ending last day of month previous to one in which tenders are invited should be the following:

1) Three similar completed works each of value not less than the value equal to **20%** of estimated cost put to tender

Or

2) Two similar completed works each of value not less than the value equal to **25%** of estimated cost put to tender

Or

3) One similar completed work of value equal and or not less than the **40%** of estimated cost put to tender

The tenderer shall produce the documentary evidence (work completion certificate) establishing required experience. In case of claiming experience of supply to private firm the proof of receipt of payment for the supply will have to be furnished.

The Mandatory Conditions in respect of the said tender are as follows.

Every tenderer must note that his tender shall be rejected outright if he-

- Stipulates The validity period less than 150 days i.e. what is required in the bid documents.
- Hedging condition / own conditions
- Does not disclose.
 - a. The full names, addresses, telephone Nos., Mobile Nos., E-mail ID of all his partners in the case of partnership concern
 - b. Office address, godown address, phone Nos. etc.
 - c. Status in the prescribed format
 1. Duly filled in signed tender form, required declarations/undertakings etc.
 2. Documents as specified for inclusion in Packet 'A' and Packet 'B'.
 3. Shops and establishment certificate.
 4. PAN CARD of his own in case he is retailer/dealer/supplier/distributor
 - in case of Company or firm –
 - in case of Proprietor / Ownership firm
 - in case of a Public/ Private Limited Co.
 - in case of a Partnership firm
 - in case of a Sanstha /Society or Trust registered under Public Trust Act 1950/ Registration Act 1860/ The Maharashtra Co-op Societies Registration Act 1960 (whichever is applicable).
(However, in case of Semi Govt./Govt. Undertakings, no "PAN CARD" shall be insisted.)
 5. Photographs of individual, proprietor or Min. two or all partners, as the case may be
 6. Latest partnership deed in case of partnership firm and R.C. & MOU in case of Private Ltd. Firm, Agreement of Consortium in case of Jt. Venture.
 7. Turnover Certificate or Balance sheets and Solvency Certificates
 8. Copy of Power of Attorney if tender documents are signed by holder of Power of Attorney.
 9. Documentary proof in support of fulfillment of Eligibility Criteria

10. Declaration on stamp paper of Rs.200/- in respect of correctness and fulfilments of applicable conditions as above.

11. Declaration about Litigation / Blacklisting as per Annexure-2, Point 12

12. Undertaking on Rs.200/-Stamp paper, as per provisions under ESIC Act 1948

12 Annexure-1 to 5, 8, 9,15 and 16

14. Pro-forma 'A' to 'G'

13 Schedule (Bill) of Quantities and Rates

Asst.Commissioner (F/South Ward)

**SECTION 3
DISCLAIMER**

DISCLAIMER

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

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

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

The Municipal Corporation of Greater Mumbai(MCGM), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information

Contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Municipal

Corporation of Greater Mumbai (MCGM) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

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

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

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

SECTION 4

INTRODUCTION

INTRODUCTION

4.1 Background:

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

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

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

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

Scope of Work:

MCGM is primarily an organization, which in the interest of citizens and with the speed of urbanization deals with the variety of the infrastructure services and delivered to the public by different departments like Water Supply Projects, Sewerage Projects, Hydraulics, Storm Water Drain/Roads and bridges and Building Construction etc.

This work is for **Supply and installation of Sheet Moulding Compound - Glass Reinforced Polymer Non-Insulated Panel Tanks at BIT Chawl no.4, Vitthal Chavan Marg, Parel in F South Ward**

**SECTION 5
E-TENDERING
ONLINE SUBMISSION
PROCESS**

5.1 E-TENDERING ONLINE SUBMISSION PROCESS

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of tenders in addition to manual. The SAP module to be used in this E-tendering is known as Supplier Relationship Module (SRM).SRM is designed and introduced by ABM Knowledge ware Ltd. who will assist 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 contractors should complete the registration process so as to get User ID for E-tendering links. For this, the contractors can access through Supplier registration via MCGM Portal.

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

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

a. Contractors already registered with MCGM will approach to Vendor Transfer cell.

b. Submit his details such as (name, vendor code, address, registered Email ID, pan card etc.) to Vendor transfer cell.

c. MCGM authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.

d. Transferred Vendor receives User ID creation link on his supplied mail Id.

e. Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

III. Online Self Registration (Temporary registration for applicant not registered with MCGM)

a. Vendor fills up Self Registration form via accessing MCGM portal.

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

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

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

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

1. Access e-tender link of SRM Portal

2. Log in with User ID and Password

3. Selects desired Bid Invitation (he wants to bid)

4. To download tender documents contractors will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Contractors can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.

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

6. Applicant will upload Packet **A** related and Packet **B** related Documents in Packet **A** and Packet **B** folder respectively by accessing these folders through "My Notes" Tab and collaboration folder link.

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

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

9. For commercial details (in Packet **C**) contractors will fill data in Item Data tab in Service Line Item via details and quotes his "Percentage Variation" (i.e.% quoted) figure.(If entered '0' it will be treated as at par. By default the value is zero only.

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

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

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

13. Applicants will receive confirmation once the Bid is submitted.

14. Bid creator (MCGM) starts Bid Opening for Packet **A** after reaching End Date and Time and Bid Evaluation process starts.

As per Three Packet system, the 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 screenshot 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, <https://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 Ward Executive Engineer, F/S.

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 (<https://portal.mcgm.gov.in>).

SECTION 6
INSTRUCTIONS TO
APPLICANTS

INSTRUCTIONS TO APPLICANT

Scope of Application

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

TIME PERIOD OF THE PROJECT :

Entire project should be completed and delivered within **1 months** of time from the date of award of contract that includes/excludes Monsoon.

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

The Contractor should submit the bar chart within 3 days of receipt of work order for approval of Engineer-in-Charge. If no communication received from Engineer in Charge within seven days the same is to be considered as deem approved. The work should be completed as per approved bar chart. The Contractor is supposed to carry out the work and keep the progress as per approved Bar Chart.

Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of work order. 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.

If the amount of the Contract Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender / Contractor already accepted shall be considered as cancelled and legal steps be taken against the contractor for recovery of the amounts.

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.

Action when whole of security deposit is forfeited:

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

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

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

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.

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

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of MCGM/Govt. in any way

relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of MCGM and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Submission of Tenders

A. 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) The tenderer shall upload the screenshot of receipt of payment of EMD.
- b) Valid Registration Certificate.
- c) Valid Bank Solvency Certificate of Minimum Solvency amount as governed by Registration Rules in force for respective Class of Contractor for Civil and M&E works.
- d) A document in support of Registration under Goods & Service Tax (GST).
- e) 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.
- f) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of MCGM.
- g.) The bidders shall categorically provide their Email-ID in packet 'A'.

NOTE:

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

B. PACKET – B

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

- a) The list of similar type of works as stated in para '2.1' of Post qualification successfully completed during the last seven years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self-attested. Documents stating that it has successfully completed during the last seven years at least one contract of similar works as stated in para '2.1' of Post qualification.
- b) Annual financial turnover for **preceding five 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 five financial years preceding the Financial Year in which bids are invited.** (Proforma – II)
- c) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as a evidence).
- d) The bidder shall give undertaking on Rs. 500/- stamp paper that it is his/their sole responsibility to arrange the required machineries either owned/on lease or hire basis, at site before start of the work

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

e) The Litigation History: - As approved by Hon'ble M.C., the clause of Litigation history be included as part of SBD as below:-

1) The bidder shall disclose the litigation history in Packet 'B' under the head "Details of Litigation History".

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

Litigation History must cover – Any action of Blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM, State Govt., Central Govt., or any authority under State or Central Govt./Govt. organization initiated against company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder shall disclose the litigation history of last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM and MCGM is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for MCGM by any authority of MCGM and the orders passed by the competent authority or by any Court where MCGM is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the MCGM works which can spoil the quality, output, delivery of any goods or any work execution and within the timeframe.

Note:

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.

C. PACKET – C

a. Online tender filled in either percentage plus or minus (above or below), or at par. (There is no separate provision to quote % in physical form, this is a part in Header Data of online Tendering). For Packet 'C' tenderer(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes his percentage variation figures. **(If entered '0' it will be treated as 'at par'**. By default the value is zero only). It is also to be noted that the the rates per item mentioned therein are inclusive of all taxes and therefore the percentage quoted by the contractor must be inclusive of all taxes.

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

BID SECURITY OR EMD

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centers in 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.
- The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- The Bid Security/EMD and ASD of L-2 and other higher bidders (L-3,L-4, etc.) shall be refunded immediately after opening of financial bid.
- In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will

process further as per normal procedure.

- The Bid Security may be forfeited:
 - a) If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
 - b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. Sign the Agreement; and/or
 - ii. Furnish the required Security Deposits.
- 1. The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are re-reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
- 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. Goods & Service Tax Registration Certificate (GST).

iv. Certified Copies of PAN documents and photographs of individuals, owners, etc

v. Partnership Deed and any other documents

vi. Undertakings as mentioned in the tender document.

b. Non Submission of Litigation History

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. Non submission of rate analysis within three days after opening of packet 'C'.

d. Wrong calculation of Bid Capacity,

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

BID VALIDITY

- **Bids shall remain valid for a period of not less than one hundred eighty days (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

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

opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.

- If defective work or workmanship or design have been knowingly covered-up or concealed so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until discover actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.
- The DLP shall be of **two years** from the date of completion of the said work.
- Also, in case of defect, the Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.
- It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the issue of 'Certificate of Completion', the 'Defect Liability Period 'starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions from the engineer to carryout repairs and fix any defects which appear in the Permanent Works. If the contractor does not ,due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by engineer is done.

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit

The security deposit shall mean and comprise of

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

I) Contract Deposit – The successful tender, here after referred to as the contractor shall pay an amount equal to two (2) percent of the contract sum shall be paid within thirty days from the date of issue of letter of acceptance.

B. Additional Security Deposit

The additional security deposit will be applicable when a rebate of more than of 12 % at the rate of with no maximum limit. The ASD is calculated as follows:
Additional security deposit = $(X/100) \times$ office estimated cost,
Where X=percentage rebate quoted above 12%

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

C. Performance Guarantee

As per circular no.CA(F)/ Projects/ 36 dated 7/12/2020, no performance guarantee is to be taken from contractor for newly floated tenders till 31/3/2022.

D. Refund of Security Deposit

I. Refund of Contract Deposit:-

The Contract Deposit shall be released within 30 days after completion of 3rd year of DLP (in case of 5 years DLP) and after issue of 'Defect Liability Certificate' (in case of 1 or 2 or 3 years DLP) subject to no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. No claim shall be made against the Balance Contract Deposit after the issue of Defects Liability Certificate.

II. Refund of Additional Security Deposit

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

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

Successful tenderer shall pay the Legal Charges +Stationary charges as per Circular no 3 dated 22.06.2021 by Legal department.

Contract Value						Legal + Stationery Charges
from	Rs.	10,00,001/-	To	Rs.	20,00,000/-	Rs. 15,060/-

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

F. Stamp Duty: (As per applicable circular)

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

i. As per the provision made in Article 63, Schedule I of Maharashtra Stamp Act 2015, stamp duty is payable for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
b)	Where it exceeds rupees ten lakhs	Five hundred rupees plus one hundred rupees for every Rs.1,00,000/- or part thereof, above rupees ten lakh subject to the maximum of rupees twenty five lakh stamp duty.

ii. The successful bidder shall enter into a contract agreement with M.C.G.M. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.

iii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favor of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof

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

v) As per para 54 read with 40(b) of Maharashtra Stamp duty Act, Stamp duty at the rate of 0.5 % is payable on total amount of Bank Guarantee submitted by Tenderer. If the time period of the Bank Guarantee is required to be extended then the same shall be considered as new Bank Guarantee and 0.5% stamp duty shall be applicable for the same.

IMPORTANT DIRECTIONS

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

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

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

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to aemaint02.fs@mcgm.gov.in. The subject shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: TENDER for

Supply and installation of Sheet Moulding Compound - Glass Reinforced Polymer

Non-Insulated Panel Tanks at BIT Chawl no.4, Vitthal Chavan Marg, Parel in F South Ward.

Any changes in mail ID will be intimated on the portal.

3. In case of **Equal Percentage** of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs (**2 working days**) from the day of opening of packet C **on same**

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

In case of equal percentage of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by Ward Executive Engineer, F/S Ward. The bidder shall need to submit the additional ASD if applicable within 7 days after receipt of notification issued by concerned Engineer. Also, the Performance Guarantee shall be paid in 15 days after receipt of Letter of Acceptance.

SECTION 7

SCOPE OF WORK

Tender Copy

Supplying and placing of position of SMC panel tanks for water storage as confirming with IS 14399: 1996 and material to be confirming as per IS 4249:1967 for fire retardant, required capacity of suitable size including fixing and assembling / erecting the tank complete as per direction of engineer in-charge.

The tanks to be leak proof after installation and having following specifications. Standard Non - Insulated MC Panels Hot pressed moulded UV stabilised made from Sheet Moulding Compounds (SMC) composing of glass fibre and formulation of selected resin.

- 1)Roof Panels: 1000 x 1000 mm.
- 2) Side Panels : 500 x 1000 mm, 1000 x 1000 mm, 1000 x 1500 mm, & 1000 x2000 mm
- 3)Bottom Panels: Convex shape 1000 x 1000 mm.
- 4) Drain Panel: 1000 x1000 mm at bottom for complete drain of water.
- 5)Manhole Panel dia. 600mm lockable lid of hot pressed moulded made out of SMC
- 6)Non-Toxic PVC foam sealant gasket sealant tape: 3 mm thick with high level of resistance to aging and superior recovery from compression)
- 7) Fasteners utilized for the panel joints of 8.8 grade Steel HDG Bolts nuts M12 x40mm.
- 8)External reinforcement C channel at every 1-meter of steel with anti-corrosive paint and it is tie with top external tie rods. (If tank height is more than 1 meter).
- 9) Internal roof supports should be of FRP/GRP 5 mm thick hollow square section.
- 10) Air-vent dia 100mm with mosquito proof mesh insect proof
- 11) Aluminum body water level indicator with clear tube type and brass nozzle (For Tank height more than 1 Meter) Internal FRP ladder with wall mounting arrangement inside (For Tank height more than 1 Meter).
- 12) External G.. ladder with complete fixing arrangement outside.
- 13) Complete fixing of Inlet/Outlet/overflow/drain should be G.. Flange type with 9" long Nipple.
- 14) Panel Thickness 6 mm -10mm.

Civil foundation and Base Frame.

- 1) Brick work uthala with plaster 0.30 mtr 0.30mtr 0.30 mtr.
- 2) Frame work of I section and C channel.

SECTION 8

BILL OF QUANTITIES


MUNICIPAL CORPORATION OF GREATER MUMBAI

Abstract of Measurement


Name of Work: Supply & installation of Sheet Moulding Compound-Glass Reinforced Polymer Non- Insulated Panel Tanks at BIT Chawl no 3, Vittal Chavan Marg, Parel in F South Ward.

Sr. No.	item no.	Description of Item	Qty	Unit	Rate	Amount
1		Supplying and placing of position of SMC panel tanks for water storage as confirming with IS 14399: 1996 and material to be confirming as per IS 4249:1967 for fire retardant, required capacity of suitable size including fixing and assembling / erecting the tank complete as per direction of engineer in-charge.	18000.00	Litre	59.00	10,62,000.00
						10,62,000.00
					Add:6.00% W&S Charges.	63,720.00
					Add:10.00% W&S Charges.	1,06,200.00
					Total.	12,31,920.00
					Add:4.00%Contigencies.	42,480.00
						12,74,400.00
					Amt Restricted to Rs.	12,32,000.00


Estimate is Prepared by me


Junior Engineer.

100 % estimate checked by me


Sub Engineer.

50 % estimate checked by me


Assistant Engineer.

25 % estimate checked by me

Estimate Amount in Rs. 12,32,000.00
is Scrutinised By Me & Found in Order


Ward Executive Engineer
F/South Ward

SECTION 9 GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

- Standard General Conditions of Contract for Construction works 2016 is applicable.
- The amendments for the condition no. 5(c) of Standard General conditions of Contract is made and same is given in this tender condition no. 10.31 of Chapter No. 10 Special Condition of contract.
- All the conditions in G.C.C. shall stand modified in accordance with GST Act.
- The last para of Clause 12 g) i.e. "The contractor have to submit the each Delayed bill" and the table below the para is deleted.
- The Janata Accident Policy is not required as per the circular u/no. Dir./E.S.&P/15/V dated 2.06.2018.
- The provision of arbitration clause in Standard General Conditions of Contract for Construction Works -2018 point no. 13(e) read as follows;
"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 expirations of the first named period of 90 days (as the case may be), require that the matter or the matters in dispute be referred to arbitration as hereinafter provided.

I. In case a contract where the contract price and/or contract value is less than Rs.50000000(Rupees Five cores only), any dispute arising out of or in connection with the contract, including any question regarding its existence, validity or termination, shall be referred to 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 the arbitration shall be within the limits of Brihan Mumbai. The language of the arbitration shall be English.

If the parties fail to 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 recognized arbitral institution i.e. Mumbai Centre for International arbitration(approved by Govt. of Maharashtra under G.R. No. 1,/2017/D-19 dated:

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 rupees 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 Govt. of Maharashtra under G.R. No. 1,/2017/D-19 dated: 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 venue of the arbitration shall be within the limits of Brihan 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 bidders are required to note the amendments in arbitration clause of the Standard General Conditions of Contract for Construction Works, 2016 and submit an undertaking that they have noted and agreed to the same.

S.G.C.C. condition no. 5 f. i) Contract Deposit:- Considering the mandatory part of the contract it was decided that, the said tender conditions will be modified to the extent that the 2% contract deposit in the form of B.G. shall be submitted and it shall be valid till satisfactory completion of the work.

For ASD & Performance guarantee Bidder shall refer Circular u/no.CA/F/Project/41 dtd. 09.02.2021 & Circular u/no.CA/F/42 dtd. 09.01.2021 which are available on mcgm portal.

Payment:

Final Account

- I) Final joint measurement alongwith the representatives of the contractor should be taken recorded and signed by the Contractors. Contractors should submit the final bill within 1 month of physical completion of the work.
- II) 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.
- III) Engineer's decision shall be final in respect of claims for defect and pending claims against contractors.
- IV) 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.

- V) 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.

Grievance Redressal Committee (GRC)

1. If a Bidder is not satisfied with the decision of responsiveness/ non responsiveness in Packets 'A', 'B' or 'C', by the concerned HOD, he may appeal to D.M.C. (C.P.D.) by paying fee of Rs. 25,000/-.
2. D.M.C. (C.P.D.) will assign the work of co-ordination of various activities and administration work of G.C.R. to nominated Registrar - Shri. Uday B. Mande.
3. The Committee for hearing grievances and passing orders will be constituted as follows:
 - (a) The Committee will comprise of D.M.C. / Director / Jt.M.C. of tender inviting department and D.M.C. / Director / Jt.M.C. of the department for which tender is being invited. For example, if tender is invited by C.P.D. dept, for K.E.M. Hospital then the Committee will be of MC(CPD) and DMC (PH).
 - (b) In case the tender inviting department and department for which tender is being invited are same then the concerned MC/ Director/ Jt.M.C. of the same department and MC(CPD) will be the members of the Committee. For example, if tender is invited by Dean (KEM) for KEM Hospital then the Committee will be DC (PH) and DMC(CPD).

Tabular format:

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

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

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. 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

**SECTION 11
SPECIFICATIONS
& SELECTION OF
MATERIAL**

Supplying and placing of position of SMC panel tanks for water storage as confirming with IS 14399: 1996 and material to be confirming as per IS 4249:1967 for fire retardant, required capacity of suitable size including fixing and assembling / erecting the tank complete as per direction of engineer in-charge.

The tanks to be leak proof after installation and having following specifications. Standard Non - Insulated MC Panels Hot pressed moulded UV stabilised made from Sheet Moulding Compounds (SMC) composing of glass fibre and formulation of selected resin.

- 1)Roof Panels: 1000 x 1000 mm.
- 2) Side Panels : 500 x 1000 mm, 1000 x 1000 mm, 1000 x 1500 mm, & 1000 x2000 mm
- 3)Bottom Panels: Convex shape 1000 x 1000 mm.
- 4) Drain Panel: 1000 x1000 mm at bottom for complete drain of water.
- 5)Manhole Panel dia. 600mm lockable lid of hot pressed moulded made out of SMC
- 6)Non-Toxic PVC foam sealant gasket sealant tape: 3 mm thick with high level of resistance to aging and superior recovery from compression)
- 7) Fasteners utilized for the panel joints of 8.8 grade Steel HDG Bolts nuts M12 x40mm.
- 8)External reinforcement C channel at every 1-meter of steel with anti-corrosive paint and it is tie with top external tie rods. (If tank height is more than 1 meter).
- 9) Internal roof supports should be of FRP/GRP 5 mm thick hollow square section.
- 10) Air-vent dia 100mm with mosquito proof mesh insect proof
- 11) Aluminum body water level indicator with clear tube type and brass nozzle (For Tank height more than 1 Meter) Internal FRP ladder with wall mounting arrangement inside (For Tank height more than 1 Meter).
- 12) External G.. ladder with complete fixing arrangement outside.
- 13) Complete fixing of Inlet/Outlet/overflow/drain should be G.. Flange type with 9" long Nipple.
- 14) Panel Thickness 6 mm -10mm.

Civil foundation and Base Frame.

- 1)Brick work uthala with plaster 0.30 mtr 0.30mtr 0.30 mtr.
- 2) Frame work of I section and C channel.

**SECTION 12
FRAUD
AND
CORRUPT
PRACTICES**

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

A. "corrupt practice" means

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

save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- B. "fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- C. "coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
- D. "undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- E. "Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- F.** If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.
- G.** Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.
For the purposes of this Sub-Clause:
 - i. "corrupt practice" is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Financer staff and employees of other organizations taking or reviewing procurement decisions.

iii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

iv. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

v. "coercive practice" is impairing or harming, or threatening to impair or harm,

directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

vi. "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financer 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 13

PRE BID MEETING

PREBID MEETING

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

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

The minutes of pre-bid meeting will be displayed on MCGM portal and the same shall form part of contract document.

SECTION -14
LIST OF APPROVED
BANKS

LIST OF APPROVED BANKS

1. Bank Guarantees of those banks which are listed in the Second Schedule to The Reserve Bank of India will be accepted, which includes,

- a. State Bank of India
- b. Nationalized Banks
- C. Private Sector Banks
- d. Foreign Banks
- e. Scheduled Co-Operative Banks.

2. Bank branches in Greater Mumbai and in suburbs and extended suburbs up to Virar and Kalyan will only be accepted.

Note:- For further information on banks listed in second schedule the Reserve Bank of Indian website on link www.rbi.org.in

SECTION -15

APPENDIX

FORM OF TENDER

To,

The Municipal Commissioner for Greater Mumbai

Sir,

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

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

1A. I/We _____

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

.....

.....

.....

.....

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

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

2. I/We hereby tender for the execution of the works referred to in the aforesaid

documents, upon the terms and conditions, contained or referred to therein and in accordance with the specifications designs, drawings and other relevant details in all respects.

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

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

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

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

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

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

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

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

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

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

8. I/We further agree that, I/we shall register ourselves as 'Employer' with the Bom-bay Iron and Steel Labour Board' and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.

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

given in this tender.

10. "I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is with-drawn by the Corporation,"

Address

Yours faithfully,

.....
.....

Digital Signature of the Tenderer or the Firm

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

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. |
| | | | |

AGREEMENT FORM

Tender / Quotation dated20...

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 Director(E.S.&P.) (hereinafter called "the commissioner" in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Director (E,S.& P)of the second part and the Municipal Corporation of Greater Mumbai (hereinafter called "the Corporation") of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his 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) Detailed Engineering Drawings
- h) Standard General Conditions of Contracts (GCC)
- i) All correspondence documents between bidder and MCGM

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

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

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

Signed, Sealed and delivered by the contractors

In the presence of

Trading under the name and style of

Full Name

Address

Signed by the Director (ES&P) in the presence of

Contractors

Ex.....City/ WS/ ES

Director (ES&P)

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

1.

1.

2.

2.

And in the presence of the Municipal Secretary

Municipal Secretary

ANNEXURE " A "

Name of work :

1.) The Engineer for this work:

Ward Executive
Engineer (F/South)
Asstt. Eng.(Maint), F/S

2.) Estimated cost of Tender:

Sr. No.	Description of work	Total Amount Rs.
1	Supply and installation of Sheet Moulding Compound - Glass Reinforced Polymer Non-Insulated Panel Tanks at BIT Chawl no.4, Vitthal Chavan Marg, Parel in F South Ward	Rs. 12,32,000 /-
	Total Amount	Rs. 12,32,000/-

3) Earnest Money Deposit:

Earnest Money(2% of the Estimated cost)	Rs.24,700/-
-----------------------------------------	-------------

4.)

Time Period:- **1 Months**

5.) The DLP shall be 02 years

6.) Percentage to be charged as supervision charges for the work got executed through other means 10% percent.

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

1. In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

2. In case of lump sum contract the cost of the work actually carried out as per break up

and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

3. The road wise DLP will be applicable if road wise completion certificate is submitted by the contractor with all the required documents and should be approved by Engineer in charge /Executive Engineer.

Tender Copy

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;

2. "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

3. "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 uarantee 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.

Tender Copy

Annexure- D
Rate Analysis

Item Description

Sr. No.	Description	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be inclusive of all taxes)				
2	Machinery Hire Charges				
3	Labour Type		(labour components)		
4	Total of all components				
5	Overhead & Profit 15% on 4				
6	Total Rate (4+5)				
7	Per unit rate				

Sign & Seal of the Tenderer

PROFORMAS:

PROFORMA- I

The list of similar works as stated in Clause '2.1' 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
1	2	3	4	5	6

NOTE:

- a. Scanned Attested copies of completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.
- b. Works shall be grouped financial year-wise.

PROFORMA- II

Yearly turnover of Civil Engineering Construction Works during the last five years.

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

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

PROFORMA- III

At least similar work, as stated in Clause '2.1' 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.

PERSONNEL:

PROFORMA- IV					
Sr. No.	Post	Name (Prime Candidate/ Alternate)	Qualification	Work Experience	
				No. of Years	Name of Project
1	Project Manager				
2	Project/Site Engineer				
3	Quality Control Engineer				
4	Surveyor				

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

MACHINERY: (for special work only)

PROFORMA- V/A			
Sr. No.	Equipment	Number	Owned/Leased/Assured access
1	2	3	4

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

PROFORMA- V/B			
Sr. No.	Equipment	Number	Owned
1	2	3	4

PROFORMA - VI / A

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.

PROFORMA - VI / B

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

Details of works for which bids are already uploaded -

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