

## GLOBAL E-TENDER

FOR

**Name of Work: Modernization of Deonar Abattoir on Turn-Key Basis (Global Tender)  
– Phase 1B:**

Appointment of Contractor for Design, Engineering, Supply, Installations, Testing and Commissioning (SITC) of Slaughter House Machineries for Sheep/Goat, Buffalo and Pig including Civil works and Comprehensive Service and Maintenance of Machineries, Civil work and other Allied works of Abattoir on plot bearing CTS No. 1(pt), 2(pt), 3 (pt) of Village Deonar and 7(pt) of Village Borla in M/E ward, Govandi, Mumbai.

**Website:** [www.portal.mcgm.gov.in/tenders](http://www.portal.mcgm.gov.in/tenders)

**Office of:** Dy. City Engineer (B.C.), E.S. MCGM  
6<sup>th</sup> Floor, Municipal Garage Building, MCGM  
Near Pantnagar Bus Depot,  
Ghatkopar (East), Mumbai- 400 075

### Volume A

Prepared by – Sd/-  
Consultant: Pentacle – G.K. Sen (JV)

Sd/- Sd/- Sd/-  
Asst Eng. (Mod)Deonar Abattoir EE(B.C.) E.S. EE(M&E) E.S.

Sd/- Sd/- Sd/-  
Dy C.E. (B.C.) E.S. Dy .Ch. E. (M&E) E.S. General Manager (Deonar Abattoir)

Sd/- Sd/-  
Chief Engineer (M&E) E.S. City Engineer



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



# **MUNICIPAL CORPORATION OF GREATER MUMBAI**

## **GLOBAL E-TENDER NOTICE**

e- Tender No. 7200030216

**Subject:** Modernization of Deonar Abattoir on Turn-Key Basis (Global Tender): Phase I (B)- Appointment of Contractor for Design, Engineering, Supply, Installations, Testing and Commissioning (SITC) of Slaughter House Machineries for Sheep/Goat, Buffalo and Pig including Civil works and Comprehensive Service and Maintenance (CSM) of Machineries, Civil work and other allied work of Abattoir on plot bearing CTS No. 1(pt), 2(pt), 3 (pt) of Village Deonar and 7(pt) of Village Borla in M/E ward, Govandi, Mumbai.

The Municipal Corporation of Greater Mumbai (MCGM) invites Global e-tender to appoint Project Contractor to undertake the Design, Engineering, Supply, Installations, Testing and Commissioning (SITC) of Slaughter House Machineries including civil works at Deonar, Mumbai on Turn-key Basis from eminent Partnership Firms / Joint Ventures / Private Limited Companies / Public Limited Companies / Companies registered under the Indian companies' act 1956 & continuing to be registered under companies act 2013 or relevant Act of country of origin. The said firms who are not registered with MCGM shall apply for registration with MCGM as per "Rules Governing Registration of Contractor/s for Civil and Mechanical & Electrical Engineering Works – 2016" within three months from the date of issue of work order otherwise their earnest money deposit (EMD) will be forfeited/recovered and a penalty of 0.1 % of contract cost OR Rs.10,000/- whichever is more will be recovered / deducted from the Contractors payment / bill by the executing department. The contractor, who fails to get registered with MCGM in Civil / Mechanical & Electrical discipline, shall not be considered for MCGM work in future in that discipline.

### **Bidding Process will comprise of THREE stages.**

The application form can be downloaded from MCGM's portal (<http://portal.mcg.gov.in>) on payment of Rs. **9400** /- (+**applicable GST**) **CA/FRG/40 dated 13.01.2021**. 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.

1. 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.
2. Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai
3. 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, Safe's crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA.



Name and location of work	Contract period	Estimated Cost of Project (Excluding CSM)
<b>Modernization of Deonar Abattoir on Turn-Key Basis (Global Tender): Phase I (B)</b> - Appointment of Contractor for Design, Engineering, Supply, Installations, Testing and Commissioning (SITC) of Slaughter House Machineries for Sheep/Goat, Buffalo and Pig including Civil works and Comprehensive Service and Maintenance (CSM) of Machineries, Civil work and other allied works of Abattoir on plot bearing CTS No. 1(pt), 2(pt), 3 (pt) of Village Deonar and 7(pt) of Village Borla in M/E ward, Govandi, Mumbai.	<b>36 Months (Including Monsoon) and 10 Years of CSM for Machineries (including 2 years of free CSM) and Maintenance (including DLP) for Civil Work</b>	<b>₹402 Cr (Civil – 218 Cr Mechanical and Electrical – 184 Cr)</b>

In terms of the 3-stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of 4.02 Cr (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. 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. **The currency for all the transactions including payments shall be in Indian Rupees only.**

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

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

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

The Applicants interested for the above referred works may contact the concerned department on the following mentioned address with intimation to office of Dy. City Engineer (B.C.), E.S on any working day during office hours.



Office of:	Dy. City Engineer (B.C.), E.S. MCGM. 6th Floor, Municipal Garage Building, MCGM, Near Pantnagar Bus Depot, Ghatkopar (East), Mumbai- 400 075,  Email:dyce.bces@mcgm.gov.in	Office Of General Manager – Deonar Abattoir, Admin Building, Deonar Abattoir, Govandi Rd, Shivaji Nagar, Samrat Ashok Nagar, Govandi East, Mumbai, Maharashtra 400043, India  Email: gm.deonar@mcgm.gov.in	Office of the Municipal Architect, Municipal Corporation Of Greater Mumbai, Third Floor, Engineering Hub Building, Dr.E.Moses Road, Worli, Mumbai – 400 018.  Email: ma@mcgm.gov.in
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The applicants may wish to visit the site under reference located at Deonar, Near Govandi suburban Railway station, Mumbai and can collect the information of the present status from the department who has 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/-

Dy. City Engineer (M&E), E.S

SD/-

Dy. City Engineer (B.C.), E.S



### Header Data

Tender Document No	7200030216
Name of Organization	Municipal Corporation of Greater Mumbai <a href="http://portal.mcgm.gov.in">http://portal.mcgm.gov.in</a>
Subject	<b>Modernization of Deonar Abattoir of Turn Key Basis (Global Tender) – Phase 1B:</b> Appointment of Contractor for Design, Engineering, Supply, Installations, Testing and Commissioning (SITC) of Slaughter House Machineries for Sheep/Goat, Buffalo and Pig including Civil works and Comprehensive Service and Maintenance of Machineries, Civil Works and other Allied Works of Abattoir on plot bearing CTS No. 1(pt), 2(pt), 3 (pt) of Village Deonar and 7(pt) of Village Borla in M/E ward, Govandi, Mumbai
Cost of Tender	Rs. <b>9400/-</b> (+18 % GST payment)
Cost of E-Tender (Estimated Cost)	<b>Rs. 402 Crs. (INR)</b>
Bid Security Deposit/ EMD	<b>Rs. 4.02 Crs. (INR)</b>
Date of issue and sale of tender	19.03.2022 from 11.00 Hrs.
Pre-Bid Meeting date, time & venue	30.03.2022 at 11.30 Hrs.  Office of the: Director (E.S. & P), 3 <sup>rd</sup> Floor, Head Office Municipal Corporation of Greater Mumbai, Mahapalika Marg, Fort, Mumbai -400001.
Last date & time for sale of tender & Receipt of Bid Security Deposit	12.04.2022 up to 12.00 Hrs
Submission of Packet A, B & Packet C (Online)	12.04.2022 up to 16.00 Hrs
Opening of Packet ‘A’	12.04.2022 after 16.01 Hrs
Opening of Packet ‘B’	21.04.2022 after 16.01 Hrs



Opening of Packet 'C'	05.05.2022 after 16.01 Hrs
Address for communication	<ul style="list-style-type: none"> <li>▪ Office of the: Dy. City Engineer (B.C.), E.S. MCGM 6th Floor, Municipal Garage Building, MCGM Near Pantnagar Bus Depot, Ghatkopar (East), Mumbai- 400 075,  <a href="mailto:dyce.bces@mcgm.gov.in">Email: dyce.bces@mcgm.gov.in</a></li> <li>▪ Office Of General Manager – Deonar Abattoir, Admin Building, Deonar Abattoir, Govandi Rd, Shivaji Nagar, Samrat Ashok Nagar, Govandi East, Mumbai, Maharashtra E043, India  <a href="mailto:gm.deonar@mcgm.gov.in">Email: gm.deonar@mcgm.gov.in</a></li> <li>▪ Office of the Municipal Architect, Municipal Corporation Of Greater Mumbai, Third Floor, Engineering Hub Building, Dr.E.Moses Road, Worli, Mumbai – 400 018.  <a href="mailto:ma@mcgm.gov.in">Email: ma@mcgm.gov.in</a></li> </ul>
Venue for opening of bid on line	In the office of Dy. City Engineer (Building Construction) Eastern Suburban

**This tender document is not transferable.**

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

SD/-

Dy. City Engineer (M&E), E. S

SD/-

Dy. City Engineer (B.C.), E. S



**SECTION 2**  
**ELIGIBILITY AND EVALUATION CRITERIA**



## ELIGIBILITY CRITERIA

### 2.1. Eligibility of Applicants

The eminent Partnership Firms/Joint Ventures/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies act 1956 & continuing to be registered under companies act 2013 or relevant Act of country of origin are invited to submit their bids for this Global e-tender.

**Note:** The said firms either sole or in JV/Consortium who are not registered with MCGM will have to apply for registration as per “Rules Governing Registration of Contractor/s for Civil and Mechanical & Electrical Engineering Works – 2016” within three months from the date of issue of work order otherwise their earnest money deposit (EMD) will be forfeited/recovered and a penalty of 0.1 % of contract cost OR Rs.10,000/- whichever is more will be recovered / deducted from the Contractors payment / bill by the executing department. The contractor, who fails to get registered with MCGM in Civil / Mechanical & Electrical discipline, shall not be considered for MCGM work in future in that discipline.

### 2.2. Eligibility Criteria for Technical Capacity

The tenderer(s) either solely or in a Joint Venture/Consortium shall satisfy, jointly or individually, the qualification criteria, as follows:

- A. The tenderer (s) shall have an ISO 9001:2015 certificate
- B. The tenderer(s) should have satisfactorily executed in the **last Ten (10) years** the work of Design and Construction of:
  - a) Three Commercial Centre/Industrial Centre/Economic Zone/Equivalent in an Urban Area with project each of **Cost 66 Crores; OR**
  - b) Two Commercial Centre/Industrial Centre/Economic Zone/Equivalent in an Urban Area with project each of **Cost 87 Crores; OR**
  - c) One Commercial Centre/Industrial Centre/Economic Zone/Equivalent in an Urban Area with project each of **Cost 131 Crores;**  
and shall include the following components:
    - Industrial Buildings
    - Roads
    - Storm water/Sewage water lines
    - HVAC Systems
    - Lift and Fire Fighting Systems
    - Parking Spaces
    - Effluent Treatment Plant
- C. **The tenderer(s) as a dealer/supplier/manufacturer should** have satisfactorily executed in the **last Ten (10) years** the work of Detail Designing, Supply, Installations, Testing and Commissioning (SITC) and service maintenance of Slaughter House machineries complying to International/BIS standards, of minimum desired capacity for:

Three Abattoir with project each of **Cost 55 Crores; OR**

Two Abattoir with project each of **Cost 74 Crores; OR**



One Abattoir with project each of **Cost 110 Crores**; and shall include the following components of at least 2 of the below categories viz.

- Ovine (Sheep/Goat)- at least 4000 per shift (8 hrs);
- Bovine (Buffaloes)- at least 600 per shift (8 hrs);
- Swine (Pig)- at least 4000 per shift (8 hrs).

‘**Modern Slaughter House/ Abattoir**’ shall mean a slaughter house with mechanized slaughter lines, where scientific and hygienic slaughtering of animals is done with proper waste management using:

- a) Rendering plant and blood processing units;
- b) Effluent treatment plant;
- c) Briquetting plant;
- d) Refrigeration Unit

as per pollution control norms and compliance of environmental laws, certified by APEDA/FSSAI/BIS/Equivalent and relevant competent Pollution Control Board, so as to ensure supply of safe and hygienic meat to the consumers with minimum manual handling.

### 2.3. Financial Capacity

A. The tenderer should have an average annual financial turnover as certified by ‘Chartered Accountant’ **not less than 30% of the estimated cost of project in last three (3) financial years immediately** preceding the Financial Year in which tenders are invited\*.

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

#### B. Bid Capacity:

**The bid capacity of the prospective bidders shall be positive and will be calculated as under. Assessed Available Bid Capacity = (A\* N\* 2 - B),** Where,

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

**N** = Number of years prescribed for completion of the Project/Works, **including monsoon period**, for which these bids are being invited.

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

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



## 2.4. Similar work:

- Similar work shall mean agency/bidder shall have completed above works with an APEDA/FSSAI/BIS/HACCP/Equivalent and Relevant Competent Pollution Control Board certified abattoir of Private/Public/Govt. slaughter nature.
- Required experience certificate(s) should be submitted duly signed by the bidder and the representative of the client not below the rank of Executive Engineer or equivalent. MCGM reserves the right to verify the authenticity of this/those document(s) and the corresponding work experience(s) by requesting authentic proofs of approvals received by the abattoir.

**Note:** The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached.

## 2.5. Joint Venture/Consortium

Joint venture is allowed for the project, however number of JV members for this project shall not be more than three and other guidelines for JV/Consortium are as per GCC such as:

- a) The Joint Venture (JV) partners should cumulatively fulfill all the above mentioned financial and technical criteria.
- b) One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to 3 members and not less than 10% each in case of JV firm with more than 3 members. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.
- c) The Sole Bidder or JV member shall be a dealer/supplier/manufacturer must be experienced in Detail Designing, Supply, Installation, Testing and Commissioning (SITC) and services maintenance of Slaughter House machineries complying to International/BIS standards, of minimum desired capacity for at least 2 of the categories mentioned in 2.2c not necessarily Joint Venture Company.

## 2.6. Equipment Capabilities as required for this work:

The tenderer should, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with assessment study of requirements of equipment/plants & machineries to allow the employer to review their proposal. The tenderer will ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of Engineer- in-charge on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B.

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

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

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



- have a record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc.

## 2.7. Evaluation Criteria

### 2.7.1. Evaluation parameters

- Only those Applicants who meet the eligibility criteria specified in clauses 2.1 to 2.5 shall qualify for evaluation. Applications of firms who do not meet these criteria shall be rejected.
- The Applicants competence and capability is proposed to be established by Technical and financial Capacity by Least Cost Quality Basis Selection (LCQS) method as follows.

### 2.7.2. Evaluation System

- Scoring Methodology: Firstly, Technical Proposal will be evaluated.
- The total maximum points under this evaluation of Technical Proposal are 100 marks.
- This score shall be based on an assessment of the Technical Proposal of the Tenderer. The Technical Proposal submitted by the Tenderer would be assessed through rating of various parameters set out in the table below:

Sr. No.	Parameters	Marks	Cumulative Marks	Maximum Marks
A	<p><b>Completed works in Ten 10 (years):</b>  <b>Three Commercial Centre/Industrial Centre/Economic Zone/Equivalent in an Urban Area with project Cost 66 Crores;</b>  <b>OR</b>  <b>Two Commercial Centre/Industrial Centre/Economic Zone/Equivalent in an Urban Area with project Cost 87 Crores;</b>  <b>OR</b>  <b>One Commercial Centre/Industrial Centre/Economic Zone/Equivalent in an Urban Area with project Cost 131 Crores;</b>  <b>and shall include the following components:</b></p> <ul style="list-style-type: none"> <li>▪ Industrial Buildings</li> <li>▪ Roads</li> <li>▪ Storm water/Sewage water lines</li> <li>▪ HVAC Systems</li> <li>▪ Lift and Fire Fighting Systems</li> <li>▪ Parking Spaces</li> <li>▪ ETP</li> </ul>			
	<b>3 Projects of each cost of 66 Crores/2 Projects each cost of 87 Crores/1 Project each cost of 131 Crores</b>	35	35	50
	<b>1 Additional Project of 66 Crores</b>	7.5	42.5	
	<b>2 Additional Project of 66 Crores</b>	7.5 each	50	



Sr. No.	Parameters	Marks	Cumulative Marks	Maximum Marks
B	<p>The tenderer(s) as a dealer/supplier/manufacturer should have satisfactorily executed in the Ten 10 (years) the work of Detail Designing, Supply, Installations, Testing and Commissioning (SITC) and service maintenance of Slaughter House machineries complying to International/BIS standards, of minimum desired capacity for:</p> <p>Three Abattoir with project each of Cost 55 Crores; OR</p> <p>Two Abattoir with project each of Cost 74 Crores; OR</p> <p>One Abattoir with project each of Cost 110 Crores; and shall include the following components of at least 2 of the below categories viz.</p> <ul style="list-style-type: none"> <li>• Ovine (Sheep/Goat)- at least 4000 per shift (8 hrs);</li> <li>• Bovine (Buffaloes)- at least 600 per shift (8 hrs);</li> <li>• Swine (Pig) - at least 4000 per shift (8 hrs).</li> </ul>	35		50
	Additional lines of Bovine (Buffalo) – at least 600 Animals/ Shift (8 hrs) <b>OR</b> Ovine (Sheep/Goat) – at least 4000 Animals/Shift (8 hrs) <b>OR</b> Swine (Pig) – at least 4000 Animals/ Shift (8 hrs)	5 marks for each Additional No. of Lines	50	
	<b>Total</b>	<b>100</b>		<b>100</b>

- **No. of Lines shall mean Slaughter lines in the same Abattoir or lines in different Abattoirs**

**\*Twice and thrice the capacity of the minimum eligibility shall be considered as two and three lines respectively.**

d) The score under the Technical Proposal Submission would be the arithmetic sum of the marks assigned to the Tenderers under each of the parameters listed above.

**2.7.3. Minimum qualification marks:**

- a) The Financial Proposals of the Tenderers who obtain minimum 70 marks in Technical Proposal Evaluation will only qualify and be eligible for opening of financial bids.



- b) The Packet C shall be opened online in the office of Dy. C.E (B.C) E.S. if bids submitted in Packet-A & B satisfy/include all the requirements and the same are found acceptable by the Employer. The Packet C shall be opened on a date as mentioned in header data after intimating all the responsive and eligible tenderers to enable them to be present in the opening if they wish so.

#### 2.7.4. Selection Method:

- a) The Quote submitted should be considering the overall amount of Turnkey Tender (Lump Sum), total fee for 10 years of: CSM (including 2 years of free CSM) for Machineries and Equipment (Mechanical and Electrical) and Maintenance (including DLP) for Civil Works.
- b) The Tender shall be evaluated on the basis of least cost implication to MCGM for Turnkey works, Maintenance and allied works.
- c) Once the Financial Bids are opened, the Bidder with the lowest financial overall implication will be deemed as the “lowest bidder - L1”.
- d) In case of Equal Amount quotes of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs (2 working days) from the day of opening of packet C on same BID-Document number for re-quoting and such development needs to be done by IT department in MCGM’s SRM system. Till such development is made; ‘Sealed Bids’ shall be called from the bidders quoting the same rates i.e., L1. In case of receipt of an equal percentage/Equal total cost quoted again by lowest tenderers for both Turnkey and Maintenance Works, then the successful tenderer will be decided by concerned Ch. Engg. in presence of Bidder/Bidder’s representative and Accounts Officer by lottery system.
- e) The selected bidder will be invited for negotiation meeting at place which will be conveyed by MCGM later, before award of the tender.-During the negotiation meeting Successful Tenderer shall provide his rates and detailed prices for all items of goods, works & services described in the Technical Specifications. A detailed negotiation will be held to discuss and finalize the prices. MCGM does not bind itself to accept the proposal of L1 bidder. It may reject the proposal and select the L2 or L3 or further bidder or go for re-tendering in case the bid prices are not acceptable.



**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. Preface

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. Besides 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.

### 4.2. Background

In the past, a century old slaughter house was in existence at "Bandra" (Then outside the MCGM limit), which was catering for the meat demand for Mumbai City, by Halal & Jewish method. Subsequently an additional slaughter house for Buffalo was established and simultaneously parallel small quanta of shop holders were allowed to slaughter sheep & goats by halal method. All these slaughter houses, scattered throughout the city were without enough and adequate infrastructure to produce the hygienic meat, adopting very primitive & crude procedures for slaughtering, dressing carcasses, stated polluting the environment continuously. To address these all problems, and in the interest of society, a centralized modern Abattoir for production of hygienic and wholesome meat, processing of by-products with improved technology, at "Deonar Abattoir" was planned & constructed.

### 4.3. Deonar Abattoir

The Deonar Abattoir was put to commission in the year 1971, which was established under the guidance of the Special Committee comprising Members from Government of India, State Government of Maharashtra and Mumbai Municipal Corporation. The total cost involved in construction & installation of machinery was Rs. 4.5 Cr. in the year 1971.

The existing "Deonar Abattoir" is spread across 64 acres of land broadly divided into three major segments:

- i. Factory Area- 21 acres
- ii. Livestock Market Area- 19 acres &
- iii. Grazing Yard Area- 24 acres.



The existing Deonar Abattoir is one of the major Slaughter Houses in India wherein, the slaughtering of sheep and goats by Halal and Jhatka method are being adopted. Buffalo and pigs slaughtering is also being done. The “Deonar Abattoir” is having the all supportive installations and establishments such as fresh water pumping station, effluent treatment plant, meat van garage, dispensary to Municipal Employees, Veg./Non Veg. Canteen, Office premises for licensees operating in abattoir, amenity building with premises for Engine Room for refrigeration plant, spacious 8 Markets sheds for stabilization of live animals, unloading ramps and finally the administrative office building to accommodate all offices of Corporation supporting the functioning of the “Deonar Abattoir.”

In late 60s (1967-69), having studied the “meat demand” & facilitate the production of hygienic meat, following provisions were made and on its completion, the “Deonar Abattoir” was made total functioning with modern techniques and deployment of veterinary staff, supporting labor and administrative staff. The provisions that are in existence are highlighted as under:

- a) Sheep & goats slaughtering unit by Halal/Jhatka/Jewish method with live animal holding pens, feeding ramps, mechanically operated overhead conveyors.
- b) Buffalo slaughtering by Halal method unit with live animal holding pens, feeding ramps, mechanically operated overhead conveyors.
- c) Pig slaughtering unit with live holding pens, feeding ramps, mechanically operated overhead conveyors.
- d) Fresh water pumping station for water requirements.
- e) Effluent Treatment Plant to meet effluent disposal.
- f) Meat van garage.
- g) Dispensary to Municipal Employees.
- h) Vegetarian & Non vegetarian Canteens.
- i) Office premises for licensees operating in abattoir.
- j) Amenity building with premises for engine room for refrigeration plant and electricity substation and panel board.
- k) Spacious 8 numbers of markets shed for stabling/stacking the live animals.
- l) Administrative building to accommodate all offices/meat laboratories.
- m) Loading/unloading ramps.

Presently abattoir is working in three shifts of 8 hours each for six days a week.

#### **4.4. Need of Modernization of Deonar Abattoir**

The major meat producing animals in India are sheep, goat, buffalo, pigs and poultry. Meat animals are those which furnish the food for human consumption. Although India accounts 48% of global livestock population, per capita meat consumption per annum is very less in comparison to global average per capital per annum. The meat industry in India needs to be more organized, better integrated and support at minimum the basic infrastructure.

An “Abattoir” is an “industry” that needs planning having multidisciplinary and critical functions that incorporates skills of many experts and discipline, Meat Technologist, Veterinary Practitioners, Food Engineers, Architects, Economists, Business & Trade Practitioners and Other Professionals.

With the change in time, speedy urbanization & exponential growth in population, the need of organized slaughtering and so the slaughter house for community meat



production are certainly needed to avoid scattered way of slaughtering and unlicensed slaughtering. Existing structures and machinery in this abattoir is more than 45 years old. Hence it is necessary to replace old machinery with the latest modern machinery.

These all-essential requirements are needed in observance of provision norms in various acts being food industry and in the interest of society largely are the objectives of the modernization. The comprehensive scheme for Modernization of Abattoir inter alia covers:

- a. Scientific and hygienic slaughtering of the animals.
- b. Providing modern technology with modern plants, machinery and equipment.
- c. Upgrading of existing Abattoir infrastructure.
- d. Providing chilling facility to prevent microbial activity for slaughtered animals.
- e. To encourage authorized slaughtering, along-with application of modern technology for slaughter waste management & pollution control.
- f. More humane treatment of animals/minimizing transportation of animals.
- g. Better by product utilization.
- h. Better hygienic, safe cold chain management.
- i. Other works required for ensuring state of the art abattoir.

#### **4.5. Scope of Work in this Tender**

The scope of work broadly includes Design, Engineering, Supply, Installations, Testing and Commissioning (SITC) of Slaughter House Machineries including civil works for Sheep/Goat, Buffaloes and Pig, Rendering and Blood Processing Plants, Effluent Treatment Plant, and other allied works, Construction of Administrative building, Traders' Blocks and other allied buildings and area development works on turnkey basis. The scope further includes Comprehensive Service and Maintenance of All Mechanical & Electrical equipment, Civil Works and allied works. **Detail Scope of work is given in separately in Section 7.**



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



## **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”.
2. 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.
3. There are two methods for this registration: (I and II)

### **I. 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.

### **II. 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.



### **III.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 their digital signature from any certified CA's in India.
8. Bid security deposit/EMD should be paid as per Data Sheet 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 quote his "Lumpsum Amount for Turnkey project" and "Comprehensive Service and Maintenance Cost".
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 does not submit the Bid.
13. Applicants will receive confirmation once the Bid is submitted.
14. Bid creator (MCGM) starts Bid Opening for Packet **A** after reaching End Date and Time and Bid Evaluation process starts.

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

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

The e-tender is available on MCGM portal, <http://portal.mcg.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 Dy. CE (B.C.), E.S. MCGM.

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the MCGM Portal (<http://portal.mcg.gov.in>).



**SECTION 6**  
**INSTRUCTIONS TO TENDERERS**



## INSTRUCTIONS TO TENDERERS

**6.1. Eligibility criteria for Tenderers:** Tenderer shall fulfill the eligibility criteria as below:

- a) **Registration:** Tenderer shall fulfill registration as mentioned in 2.1 of Section 2.
- b) **Technical Capacity:** Tenderer shall fulfill following technical capacities as mentioned in 2.1, 2.2 and 2.4 of section 2.
- c) **Financial Capacity:** Tenderer shall fulfill financial capacities as mentioned in clause 2.3
- d) **Similar Experience:** For evaluation of bids, experience as per section 2 will be considered.
- e) **Equipment Capabilities as required for this work:** Tenderer shall submit undertaking as mentioned in section 2.

**6.2. Technical Personnel:** The Contractor shall fulfill the following requirements of technical personnel. The same shall be approved by the Engineer before deployment at site.

**6.3. Key Personnel:**

Sr. No.	Requirement of Technical Staff		Min Experience (years)	Designation
	Qualification	Nos		
1	Post Graduate Engineer/ Graduate Engineer (Major component)	1	20	Project Manager in major discipline of engineering (Civil/Mechanical)
2	Post Graduate / Graduate Engineer	3	12	Deputy Project Manager one in each discipline of engineering viz., Civil, Mechanical & Electrical
3	Graduate Engineer or Diploma Engineer	6 6	5 (Graduate Engg.) Or 10 (Diploma Engg.)	Project/Site Engineer 2 – Civil 2-Mechanical 1-Electrical 1-Computer/IT
4	Graduate Engineer	2	8	QA/QC Engineer & Quality Control Engineer
5	Diploma Engineer	1	8	Surveyor



6	Graduate Engineer	2	6	Project Planning Engineer & Billing Engineer
7	Graduate Engineer / Diploma Engineer	2	8	Safety Engineer
8	Architect (B. Arch) Lic. Surveyor	2	15	Senior Architect (Conversant with auto DCR liaising work)
9	Post Graduate Engineer	1	15	Structural Engineer (Design Director)

**6.4. Rate of recovery in case of non-compliance of the clause shall be as follows:**

Sr. No.	Qualification	Experience (in years)	Rate of Recovery
1	Project Manager (Min. Graduate)	20	Rs.150000/-p.m.
2	Deputy Project Manager (Min. Graduate)	12	Rs.75000/- p.m.
3	Project / Site Engineer (Degree/Diploma)	5 or 10 respectively	Rs.40000/- p.m.
4	QA/QC, Quality Engineer (Min. Graduate)	8	Rs.35000/- p.m.
5	Surveyor (Min. Diploma)	8	Rs.25000/- p.m.
6	Planning/ Billing Engineer (Min. Graduate)	6	Rs.25,000/- p.m.
7	Safety Engineer (Min. Diploma)	8	Rs. 25000/- p.m.
8	Architect (B. Arch)	15	Rs. 75000/- p.m.
9	Structural Engineer	15	Rs. 75000/- p.m.

**6.5. Time period of the project:**

Entire project should be completed and delivered within **36 Months** (Including Monsoon) from the date of SAP Work Order/Purchase Order of contract and Comprehensive Service and Maintenance shall be done for total 10 years for Mechanical and Electrical (M&E) Components (inclusive of 2 years of DLP, i.e Free CSM on M&E components) and Maintenance (including DLP) for Civil Works and other allied work.

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of SAP Work Order (Purchase Order) given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence, as the 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 standard General Conditions of Contract.



## 6.6. Project Milestones:

Sr. No.	Description of activities	Time Allotted (To be calculated from date of SAP Work Order)
1	Mobilization and opening of site office and submission of Stage wise project implementation schedule	30 Days
2	Submission of Final Detailed Drawing, Designs for the entire project for Approvals	90 Days
3	Obtaining all requisite NOCs and other necessary permission of state government and MCGM	120 days
4	Start of civil construction works	120 Days
5	Placement of all orders of Mechanical, Electrical and other miscellaneous items by the Tenderer	120 Days
6. a	Delivery of all Machineries and equipment for Sheep/Goat (Halal) & Buffalo lines	600 Days
6. b	Delivery of all Machineries and equipment - Balance	750Days
7. a	Completion of civil works for Sheep/Goat (Halal) & Buffalo lines	600 Days
7. b	Completion of civil works – Balance Works	900 Days
8. a	Complete Installation of Machineries and equipment for Sheep/Goat (Halal) & Buffalo lines	650 Days
8.b	Complete Installation of Machineries and equipment – Balance Works	990 Days
9. a	Complete testing, Trials and Commissioning for Sheep/Goat (Halal) & Buffalo lines	700 Days
9. b	Complete testing, Trials and Commissioning – Balance Works	1050 Days
10. a	Training MCGM Staff & handing over of the project. For Sheep/Goat (Halal) & Buffalo lines	730 Days
10.b	Training MCGM Staff & handing over of the project. – Balance Works	1095 Days

### Project Execution and work schedule for SITC and CSMC works:

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

### 6.7. Payment schedule

The schedule of payments shall be as mentioned in section 8. All the payments shall be made in Indian Rupees only.

### 6.8. Warranty/Guarantee: Tenderer shall ensure following:

- a) The supplier shall warrant that the goods supplied under the contract shall be new, unused, of the most recent or current models and incorporate all recent improvements in design and material unless provided otherwise in the contract.



The supplier further warrants that the Goods supplied under this contract shall have no defect arising from design or materials or workmanship (except in so far as the design material is required by the Purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the condition obtaining in the country of final destination. The supplier also guarantees that the Goods supplied shall perform satisfactorily as per the designed/rated/installed capacity as provided for in the Contract.

- b) The Warranty under this scope of work shall mean that the Contractor shall replace/remove the defected parts of any machinery with a new part at his own cost.
- c) The Guarantee under this scope of work shall mean that the Contractor shall replace the entire defected machinery which is beyond repair with a machinery of same or better specification at his own cost
- d) Contractor has to provide details information about number of equipment's covered Warranty/Guarantee as well as the period which is covered.
- e) This warranty/guarantee shall remain valid for minimum of 24 months after the Goods, or any portions thereof as the case may be, have been delivered to the final destination indicated in the Contract. The Contractor has to ensure that the warranty/guarantee of the goods are applicable, and tend to any faults under the same.
- f) The Contractor shall promptly notify the supplier/manufacturer in writing of any claims arising under this warranty and shall endeavor to get the replacement done without disturbing the operations of the abattoir.
- g) Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.
- h) If the supplier, having been notified, fails to rectify the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the Contract.
- i) In case of installation and commissioning, the Supplier shall guarantee the complete installation for satisfactory performance for a minimum period of twenty-four months from the date of commissioning. Any defect arising out of faulty installation or use of substandard materials or workmanship shall be rectified by the supplier at his own cost.
- j) The Municipal Corporation of Greater Mumbai will be at liberty to get any item inspected during Installation and then annually during DLP and CSM, through any national/international inspection agencies like Lloyds. The contractor shall be liable for paying their inspection charges and the report of this inspection will be final binding on the contractor and operator. The decision of Engineer -in -charge shall be final for all matters related to inspections.
- k) Contractor shall handover all the As-Built Drawings, Maintenance, Operation & Service Manual of all the plant & machinery installed & supplied by him to MCGM authorized person on completion and handing over the project.
- l) Plant & Machinery supplied from Asian countries will not be considered as imported plant & machinery.



- m) No import license or any concession will be provided by Municipal Corporation of Greater Mumbai for establishment of this plant and the prices for all the plant & machinery quoted should include:
- Cost of in-land transportation.
  - Insurance
  - Cost of incidental to deliver the goods to the final destination including all duties, taxes and levies.

#### 6.9. Contract Execution

- a) All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time, a penalty of Rs 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him.
- b) 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 will be taken against the contractor for recovery of the amounts.
- c) 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 if any incurred by the Department (MCGM) on rectification work.

#### 6.10. Action when whole of security deposit is forfeited:

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

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



- c. To order that the work of the Contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another Contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the Contractor and the value of the work done or executed through the new Contractor shall be credited to the Contractor in all respects and in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.
- d. In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefor actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new Contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by 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.

#### **6.11. 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 outside the provisions of this Tender, 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.

#### **6.12. Submission of Tenders**



## **Packet – A**

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

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

### **I. If the Bidder is an individual firm/company:**

- a) Valid Company Registration Certificate.

### **II. If the Bidder is a Joint Venture/Consortium**

1. In case one or more of the members of the JV/Consortium firm is/are partnership firm(s), following documents shall be submitted:
  - a. Notary certified copy of the Partnership Deed,
  - b. Consent of all the partners to enter into the Joint Venture/Consortium Agreement on a stamp paper of appropriate value (in original).
  - c. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV/Consortium Agreement on behalf of the partners and create liability against the firm.
  - d. MoU stating the Power of Attorney, Scope Distribution, JV/Consortium share of each firm, etc.
2. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed: Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.
3. In case one or more members is/are limited companies, the following documents shall be submitted:
  - a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV/Consortium agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV/Consortium Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
  - b) Copy of Memorandum and articles of Association of the Company.
  - c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.
  - d) Valid Registration Certificate.
  - e) 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.

### **III. For all Bidders**

- a) Valid Registration Certificate.



- b) Valid Bank Solvency Certificate of Minimum Solvency amount as governed by Registration Rules in force for respective Class of Contractor for Civil and M & E works.
- c) GST registration is mandatory under GST Act.
- d) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.
- e) 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/Joint venture duly registered with Chief Accountant (Treasury) of MCGM.
- g) Application in the prescribed format (Appendix-I) along with Appendix-II i.e. Details of applicants and supporting documents; Power of Attorney for signing the Application;
- h) Signed copy of the Tender, Minutes of pre-bid meeting and the addendum/corrigendum, if any.
- i) The undertaking of Rs.500/- stamp paper regarding no preventive action has been taken by any Govt. /Semi Govt. authority as per the annexed in “UNDERTAKING CUM INDEMNITY BOND
- j) The tenderers 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.

**PACKET – B**

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

- a) The list of similar type of works as stated in para ‘A’ of Post qualification successfully completed during the last **Ten years** in prescribed annexure, in the role of prime contractor. Information furnished in the prescribed Annexure D shall be supported by the certificate duly self-attested. Documents stating that it has successfully completed during the last ten years at least one contract of similar works as stated in para ‘A’ of Post qualification.



- b) Annual financial turnover for **preceding three financial years as certified by Chartered Accountant** preceding the Financial Year in which bids are invited. **Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited as per Annexure E**
- 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 tenderer 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.
- e) The Average Net Worth of the bidder (either sole or jointly) over the last 5 financial years should not be negative. Proof of the same shall be submitted in Packet B
- f) The tenderer should, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with assessment study of requirements of equipment/plants & machineries to allow the employer to review their proposal. The tenderer shall ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge on an undertaking on Rs.500 stamp paper to be sub-mitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of MCGM.
- g) Details of works in hand (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
- h) The undertaking of Rs.500/- stamp paper as per the annexed 'Annexure B & C'
- i) List of "Technical Personnel" associated with their CVs, with tenderer's establishment
- Note: Tenderers shall submit the undertaking for equipment capability and other undertakings as such on a single Rs.500/- stamp paper.**
- j) CA certificate and irrevocable undertaking as per circular CA/F/Project/City/19 dated 15.09.2017
- k) Available Bid Capacity
- l)The tenderer shall upload work plan as per the following outline:
1. GANTT chart/ PERT/ CPM chart showing the completion of work within prescribed time period, considering major activities.
  2. Organizational set up envisaged by the contractors.
  3. Plant & equipment proposed to be deployed for civil works.
  4. Site Offices and Laboratories proposed to be set up.
  5. A note on how the whole work will be carried out (work plan including methodology).



6. Quality management plan.

7. All the activities included in the Scope of Work shall be covered in the work plan.

**Note:**

- i. The successful tenderer shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to MCGM as and when demanded. In case of less employees/persons mentioned above then the successful tenderer has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
- ii. The successful tenderer shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to MCGM as and when demanded. In case if the successful tenderer has less employees/persons mentioned above then the successful tenderer has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

**Note:**

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

### **1) Details of Litigation History**

If there is no litigation history, the bidders shall specifically mention that there is no litigation history against him as per the clause of litigation history as per form attached in Annexure K . In case there is litigation history.

Litigation history must cover- Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM, state government, central government, or any authority under state or central government/government organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisted, 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 or any authority of MCGM and the orders passed by the competent authority or by any court where MCGM is a party. While taking decision 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, director, partner or authorized signatory on the MCGM works which can spoil the quality, output delivery of any goods or any works execution and within the time frame.



## PACKET – C

For commercial details (Envelope C) tenderer will fill data in Item Data tab in Service Line Item via details and quote his/her Lumpsum Amount in rupees for Turnkey part and Annual Comprehensive Service and Maintenance.

- 1.1 Tenderer shall clearly indicate the taxes charged & included in the prices quoted by him like – GST, Sales Tax, Composition Tax, Service Tax, Entry Tax, Freight charges, Import Duty on imported plant & machinery and Cess etc.

### BID SECURITY OR EMD

- The Tenderer 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 Tenderer shall pay the EMD online instead of 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 Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Security Deposits.
  - The Bid Security/ EMD of L-2 and after higher tenderers shall be refunded immediately after opening of financial bid. Please refer circular no. C.A.F.project/32 dated 26.10.2020
  - 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 if:
    - a. if the Tenderer 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 Tenderer, if the Tenderer fails within the specified time limit to:
      - sign the Agreement; and/or
      - Furnish the required Security Deposits.
1. The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as '**Intentional Avoidance**' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-



registration, etc. shall be taken by the registration cell with due approval of the concerned Additional Municipal Commissioner.

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: Curable and Non-curable defects will be considered as per circular no. CHE/BM/019919/II dated 08.01.2019.**

i) Curable Defect shall mean shortfalls in submission such as:

a. Non-submission of following documents,

- Valid Registration Certificate
- Valid Bank Solvency
- Sales Tax Registration Certificate (VAT)/ Goods and Service Tax Registration certificate
- Certified Copies of PAN documents and photographs of individuals, owners, etc.
- Partnership Deed and any other documents
- Undertakings as mentioned in the tender document.

ii) Non-curable Defect shall mean

- In-adequate submission of EMD amount,
- In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.
- Incorrect or False Bid Capacity
- 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 (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 tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his Bid Security. A tenderer agreeing to the re-request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.



### 6.13. Defect liability period for civil works

- a) Defect and Liability Period for Civil works shall be considered as Free Service and Maintenance (CSM) of Civil Works.
- b) 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.
- c) 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.
- d) 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.
- e) The Engineering In charge 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.
- f) 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 defect actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.
- g) The DLP for Civil work shall be as below:

Type of works	DLP
For cement concrete road/ Mastic works	5 years



Type of works	DLP
Asphalt work	3 years
Paver Block	3 years
Structural work	10 years
General works	5 years
Waterproofing works	7years

The maintenance for Civil works to be carried out after the completion of DLP period till the end of Operation period by the Contractor.

- h) Also, in case of defect, the Engineer/Consultant shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at the end of Turnkey Works. 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.
- i) 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 shall issue a 'Certificate of Completion'. The 'Defect Liability Period' starts after issuance of completion certificate. The contractor has to submit 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 are completed to the satisfaction of engineer.

#### 6.14. Defect liability period for M & E works

Defects pertaining to performance of slaughtering machineries and equipment after SITC.

<b>Mechanical &amp; Electrical works</b>	1. Air conditioning Regular / Routine work/ Refrigeration equipment/machinery 2. Slaughter house Machinery 3. Slaughtering Tools 4. All allied abattoir machinery i.e. E.T. P, Rendering plant, Blood Processing plants, Briquetting Unit, IT, Firefighting, Offal equipment's, Hygiene equipment's, Solar Plant etc.	2 Years
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- In case of any defect during Defect and Liability Period, the MCGM/Consultant/Operator will promptly notify the project Contractor of Modern abattoir and MCGM in writing to be remedied under the above warranty. On the receipt of such notice, the contractor shall make good the repair work within 2 hours. In case of any major repair work, the contractor shall inform MCGM of the nature of repair and expected deadlines.
- The Municipal Corporation of Greater Mumbai will be at liberty to get any item inspected through any national/international inspection agencies like Lloyds. The contractor shall be liable for paying their inspection charges and the report of this inspection will be final binding on the contractor and operator. The decision of Engineer -in -charge shall be final for all matters related to inspections.

## 6.15. Security deposit and performance guarantee

### I. Security Deposit

The security deposit shall be deposited within 30 days of issuance of Letter of Award. The Security Deposit shall mean and comprise of:

- a) Contract Deposit: The successful tender, here after referred to as the contractor shall pay an amount equal to two (2) percent of the contract in the form of a BG, within thirty days from the date of issue of Letter of Acceptance
- b) Retention Money: The retention money for an amount equal to Two (2) percent of the Contract Sum which will be recovered from the contractors every bill i.e., interim / running / final bill.
- c) Performance Guarantee: The successful tenderer, here after referred to as the contractor shall pay 3% of the final Turnkey contract sum in the form of “Performance Guarantee (PG)”.

(Please refer circular No.CA.F. Project-21 dated 07.09.2020 and CA.F.Project-36 dated 07.12.2020)

**Note: Contract sum shall mean amount as quoted by the Contractor with contingencies only.**

The PG shall be paid in an electronically issued irrevocable bank guarantee bond of any Schedule bank or in the prescribed form given in Annexure. Performance Guarantee is applicable over and above the clause of Security Deposit. Performance Guarantee will have to be paid & shall be valid till the defect liability period or finalization of final bill of CSMC, whichever is later. This deposit will be allowed in the form mentioned above and shall be paid within 30 days after receipt of Letter of Acceptance.

## 6.16. Refund of Security Deposit

### a) Refund of Contract Deposit and Performance Bank Guarantee (CD)

The Contract Deposit and Performance Bank Guarantee shall be refunded after the completion of Defect and Liability Period or finalization of final bill of CSMC, whichever is later

### b) Refund of Retention Money



Retention money will be refunded as per circular no. CA/F/Project/36 dated 17.12.2020

**Note:**

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

- d) Legal + Stationary Charges: (As per applicable circular)

Successful tender shall pay the Legal Charges +Stationary charges as per Circular no. 3, dated 22.06.2021

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

- e) Stamp Duty: (As per circular no. CHE/BM/17800/II dated 07.01.2016)

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-
- ii. Stamp duty @0.5% on the contract price on every renewal of bank guarantee shall also be paid by the successful tenderer (s).
- 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 30 days from intimation thereof.



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

#### 6.17. 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 Tenderer shall be fully responsible for the correctness of the information uploaded by him.

2. Applicants/Tenderers 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 [dyce.bces@mcgm.gov.in](mailto:dyce.bces@mcgm.gov.in). The subject shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: TENDER for Modernization of Deonar Abattoir on Turn-Key Basis (Global Tender): Phase I (B)**. Any changes in mail ID will be intimated on the portal.

3. In case of Equal Percentage/Equal Total cost quoted of lowest tenderers (L1), the tenderer- the allotment of work shall be done as per Clause 2.7.4

#### 6.18. Taxes

- a) Prices quoted by the Tenderer shall remain fixed during the Tenderer's performance of the contract and not subject to variation on any account during the contract period / extended contract period. A bid submitted with an adjustable price quotation for such goods and services will be treated as non-responsive and rejected.
- b) As per the provisions applicable on taxes TDS will be deducted from the payments.
- c) Prices quoted by the Tenderer shall include all Import Duty, Cess, GST, Service tax, Sales Tax, Works' contract Tax, Entry Tax or any applicable tax.
- d) The Tenderer shall not be reimbursed for any taxes whether now in force or that may be enforced in future.

#### 6.19. Bid Prices

- a) Unless stated otherwise in the bidding documents, the Contract shall be for the whole works on turn-key basis as described in the Invitation to bid based the prices submitted by the tenderer.
- b) All duties, taxes including works contract tax and other levies shall be payable by the tenderer under the Contract or for whatsoever reasons, shall be included in the rates and the prices and total bid price submitted by the tenderer and the evaluation and the comparison of bids by the MCGM shall be made accordingly.



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



## SCOPE OF WORK

The scope of work includes Design, Engineering, Supply, Installations, Testing and successful Commissioning (SITC) of Slaughter House Machineries, trial & training including civil works, completion and handing over for Sheep/Goat, Buffaloes and Pig, rendering plant, utility building and other allied works as per the approved layout on turnkey basis. The scope of Works shall be followed by Maintenance (including DLP) for Civil Works and Comprehensive Service and Maintenance of M&E Equipment for 10 years (including 2 years of DLP)

Quantities and Concept Drawings for the entire scope of work can be referred from the tender document as concept only.

### **7.1. Project Contractor to undertake the modernization work of Deonar Abattoir in phase wise manner as per Volume C, which is not limited to:**

- a) Conducting all necessary Topography Surveys and Engineering to form the basis of design, as per the direction of MCGM/Consultant.
- b) Preparation and Submission of phase wise project implementation schedule, all relevant drawings, Detail Designs and Drawings of the project to consultant and subsequent approval from Project Management Consultants and concerned departments of BP Department and MA department respectively from MCGM.
- c) Obtaining approvals/NOCs from various agencies like MPCB, MoEF, CFO, Factory inspector, AAI, NAD, MA (MCGM), BP (MCGM), electric supply companies and other relevant authorities of MCGM/ State Govt./ Central Govt. etc.
- d) The Contractor shall appoint an MCGM empaneled consultant for proof checking of Structural Design at his own cost.
- e) Demolition of existing structures coming in proposed work and disposal of debris/malba.
- f) The Contractor shall carry out detailed topography survey of the plot. Accordingly, the Contractor shall propose new Formation levels and Reduced Levels for the plot considering functional requirements and drainage. Further the Contractor shall carry out necessary Land filling/cutting as per requirements as his own cost.
- g) Construction of Slaughter House Building with lairage for one (1) no. of slaughter line for 300 Pigs/shift along with the facility for emergency slaughter of area at least 24 sqm, Tripery section, Personal Hygiene section, meat processing hall (without equipment) as per approved plan including land filling as per requirement.
- h) Construction of Slaughter House Building with lairage for one (1) no. of slaughter line for 300 sheep or goat/shift (by Jhatka method) along with the facility for emergency slaughter of area at least 24 sqm, Tripery section, Personal Hygiene section, meat processing hall (without equipment) as per approved plan including land filling as per requirement.
- i) Construction of Slaughter House Building with lairage for one (1) no. of slaughter line for 300 Buffalo/shift along with the facility for emergency slaughter of area at least 32.7 sqm, Tripery section, Personal Hygiene section, carcass chillers, meat processing hall (without equipment), blast freezers, plate freezers, cold storage facilities as per approved plan for Slaughtering including land filling as per requirement.



- j) Construction of Slaughter House Building with lairage for three (3) no. of slaughter lines each for 2000 Sheep or Goat/shift along with the facility for emergency slaughter of area at least 80 sqm, Tripery section, Personal Hygiene section, carcass chillers, meat processing hall (without equipment), blast freezers, plate freezers, cold storage facilities as per approved plan for Slaughtering including land filling as per requirement.
- k) Construction of Rendering Plant (6 MT/Hr) and two separate blood processing units one for Sheep/Goat (Halal) and Buffalo plants (Capacity 150 kL/D) and one for Sheep/Goat (Jhatka) and Swine plant (Capacity 12 kL/D).
- l) Construction of two separate 11 kV power supply receiving sub stations one for Buffalo plant, Sheep/Goat (Halal) plant, Rendering and Blood processing plant, ETP, Briquetting unit etc. and one for swine plant, sheep/goat (Jhatka) plant, Market area, Traders Blocks, Fodder Block, Veterinary Doctors' offices etc. from Separate 11 kV tap off point. Each 11 kV power supply receiving substation shall comprise of 11 kV HV panel room, ABT metering room and LV panel room.
- m) Design, Engineering, Supply, Installation, Testing and Commissioning of electrical system along with all necessary equipment and fixtures (including D.G. Sets with AMF panel, External / Internal Lights, Point Wiring, Internal / Power cables, Capacitor Bank Panel, Main L. T. & Sub-Distribution Panel & Incoming H.T supply & Safety equipment, Earthing & Lighting Protection) for whole Deonar Abattoir Premises of 64 acres as per the specifications.
- n) Supply of all Plant & Machinery under Mechanical Section like slaughter lines, Tripery section, Personal Hygiene Equipment for Buffalo, Goat/Sheep (Halal), Sheep/Goat (Jhatka) and abattoirs of capacity mentioned above including Common Hot water Boiler, Water softener, Headers, Pipeline, Valves & fittings etc. with Hydro-pneumatic pumps, Common Cold-Water Supply with Hydro-Pneumatic Pumps, Pipeline, Valves & fittings etc., Compressors with Compressed Air, Pipeline, Valves & fittings etc.
- o) Supply, installation & commissioning of all Plant & Machinery for Rendering Plant.
- p) Supply, installation & commissioning of all Plant & Machinery for two separate blood processing plants.
- q) Supply, installation & commissioning of quality control laboratory Equipment & Chemicals.
- r) Supply, installation & commissioning of all Plant & Machinery for Air-Conditioning, Refrigeration & Chilling (including carcass chillers, Blast freezers, plate freezers, cold storage facility) for Buffalo and Goat/Sheep (Halal) abattoirs.
- s) Supply, installation & commissioning of all Plant & Machinery for Air-Conditioning, Refrigeration or Pig and Goat/Sheep (Jhatka) abattoirs.
- t) Construction of new resting sheds for Buffalo, Religious slaughter sheds as per approved plans including all necessary civil work, land filling etc.
- u) Construction of new Administration Building, Traders' blocks (2 Nos.) Unloading Ramps with veterinary Doctors' offices, Fee Receipt, Suspected animal isolation for sheep/goat and buffalo, Fodder block, Offices for Lairage Veterinary Doctor's including all necessary civil works and furniture works in all offices, Admin building etc. furniture item shall be approved from Municipal Architect.



- v) Area Development and Infrastructure Work including development of internal roads (in PQC), storm water drainage network, sewerage network, water supply system including new connection and pumping station along with water conveyance through pipes and necessary fittings, Construction of ESR and Underground Water Tank, firefighting works, peripheral lightning, Landscaping works, etc.
- w) Construction of Effluent Treatment Plant for treating the waste water from the complex including all civil works.
- x) Supply, Installation, Testing and Commissioning of all plants and equipment for the ETP.
- y) Construction of Briquetting plant for disposal of dung and other suitable wastes generated in the complex.
- z) Construction of facility for rainwater harvesting as per the remarks of Rainwater Harvesting Cell and Engineer at the units as per Volume B.
- aa) All electrical lines/utilities shall be designed and constructed as per the requirement. The Contractor shall plan and execute all electrical lines to be underground connecting through RCC utility ducts – proposed along the roads and across as and where required. The maintenance of any utility shall not be done by damaging the concrete pavement.
- bb) The Contractor shall carry out a detail Hydrology Study of the abattoir, and accordingly design and execute Storm Water Drain (SWD) along the Roads and as and where required. The Contractor shall prepare designs as per the requirement of the site and approval of MCGM SWD Department.
- cc) Construction of Entry & Exit gates in each Slaughter unit and Barricades shall be done to separate the functional areas from any Construction or Maintenance works. The Contractor shall construct these structures to avoid any contact between operation areas and any unauthorized personnel. The Contractor may visit and examine the different structures before submission of bid. The Contractor to carry out the construction of same as per the instruction of General Manager - Deonar Abattoir/MCGM at their own cost. All slaughtering units and ancillary facilities should have essential facilities as per IS 4393 (Second revision) 2015.
- dd) Construction of Human Dispensary as per the Specifications of the works as per Volume B and Volume C.
- ee) Supply, Installation, Testing and Commissioning of briquetting equipment.
- ff) PA System, RFID Tagging system, Carcass Identification system, Linkage of all Data to SAP system as per specifications.
- gg) Preparation and submission of all the As-Built drawings for all structures, machine drawings, standard operating procedures and maintenance manual for machineries and plants.

**7.2. Project Contractor to undertake comprehensive service and maintenance for all Mechanical & Electrical equipment and Civil Works, which includes:**

- a) MCGM will appoint a dedicated Operator/licensee for this project. This Operator shall operate the Abattoir for 10 years. The Contractor is expected to coordinate with the Operator and MCGM to ensure that Maintenance of any equipment does not severely hamper the Abattoir Operation Process



- b) Further, the Operator and Contractor should promptly inform MCGM/M&E/GMDA of any maintenance works that will be carried out. Once, the entire facility is handed over to the Operator, the operator shall ensure proper handling of all the equipment of the plant/buildings. However, in case of any damage to any component of the plant/building occurs the same shall be brought to the notice of MCGM within 1 hr of the occurrence of such event, by the Contractor and Operator.
- c) The Contractor shall maintain all the installed mechanical and Electrical equipment installed under the following, but not limited to:
- i. **Reactive maintenance:** Maintenance to be done if the machine or any part of it has reached failure.
  - ii. **Routine maintenance:** Routine maintenance to be carried out as per the instructions of GMDA/Consultant. It shall consist basic maintenance tasks, such as checking, testing, lubricating, and replacing worn or damaged parts on a planned and ongoing basis.
  - iii. **Corrective maintenance:** The Contractor shall take care to get the project assets back into proper working order before a complete failure occurs.
  - iv. **Preventive maintenance:** Preventive maintenance shall be done regularly to identify problems and repair them before failure occurs. The Contractor shall carry out both Time-based preventive maintenances scheduled at a certain time interval and Usage-based preventive maintenance after every month.
  - v. **Condition-based maintenance:** The Operator/Consultant/MCGM shall notify the Contractor of any requirement of Condition-based maintenance depending on the actual condition of assets in order to perform maintenance, when there is evidence of decreased performance or upcoming failure.
- d) The contractor, in case of any damage to any component of the plant/building occurs or for any reason, shall be make it good within 2 hours in writing by replacing with original parts in the presence of the authorized representative of the MCGM and Operator. In case, there is a major repair work, the Contractor shall promptly take up the work and inform MCGM in writing about the cause and expected deadlines.
- e) The Contractor shall in consultation with the MCGM and Consultant evolve a manual for regular and preventive maintenance (the “Maintenance Manual”), and shall ensure and procure at all times during the Project Period, the Project Facility is maintained in a manner that complies with the statutory requirements and Good Industry Practice. The contractor shall supply, within 30 days from the date of handover, 4 copies of the Maintenance Manual to MCGM. It shall include but not limited to the following:
- i. intervals and procedures for the carrying out of inspection of all elements of the project;
  - ii. criteria to be adopted for deciding maintenance needs;
  - iii. preventive maintenance schedule;
  - iv. intervals at which the Licensee shall carry out periodic maintenance; and
  - v. intervals for major maintenance and the scope thereof;
- f) Maintenance and replacement shall be not limited to: all equipment and consumables installed under this contract, horticultural maintenance and repairs to equipment, pavements, buildings, structures and other civil works which are part of the Project Facility / Project Asset.
- g) The Contractor has to ensure proper maintenance of machineries installed by him that may be required for his operations and periodical replacement of



consumables. There will be two types of Consumables, Contractor has to maintain in adequate stock.

- Consumables required for maintenance of equipment's & machineries, such as ' Oil, Grease, belts, etc. required for efficient operation of equipment's
  - Consumables/ spares required for actual cutting equipment, such as cutting chain for Chainsaw, blades for Band saw/ brisket saw/Carcass saw etc.
- h) It will be responsibility of the Contractor to get details of Consumables/ spares required, from concern manufacturer of equipment's & machineries, & keep it in adequate stock.
- i) **Machine Breakdown, Accident, and Emergency De-commissioning:**
- i. If, in the reasonable opinion of contractor or informed by the operator there exists an Emergency which warrants decommissioning and closure of whole or any part of the Project Facility, the contractor shall immediately inform MCGM for de-commission and close the whole or the relevant part of the Project for so long as such Emergency and the consequences thereof warrant.
  - ii. The contractor shall re-commission the Project Facility or the affected part thereof as quickly as practicable after the Emergency leading to its de-commissioning and closure has ceased to exist.
  - iii. The contractor shall close any part of the Project Facility for undertaking required maintenance or repair works with the prior written approval of the Licensor through a written request to be made at least 7 (seven) days before the proposed closure of part.
  - iv. The Contractor shall also furnish particulars indicating the minimum time period for completing such repair works. Within 5 (five) days of receiving such request, MCGM shall grant permission with such modification as he may deem necessary. Upon receiving such permission, the operator shall be entitled to close the part in accordance with such permission and re-open it within the period stipulated in such permission.
- j) In the event the Contractor does not maintain and/or repair the Project Facility or part thereof up to and in accordance with the statutory requirements and Good Industry Practice and/or in accordance with the Maintenance Programmed or the Maintenance Manual or the O&M Inspection Report, as the case may be, and shall have failed to commence remedial works within (30) thirty days of notice of notice in this behalf from MCGM, MCGM shall without prejudice to its rights/remedies under this Agreement, including Termination, be entitled to undertake to cause the repair and maintenance of the Project Facility at the risk and cost of the Contractor. The contractor shall, reimburse to MCGM within seven days of demand the costs and expenses incurred for undertaking such repairs and maintenance.
- k) In case of any failure/damage due to machines beyond the control of the Operator/MCGM/Contractor or due to a Force Majeure event, the Contractor shall will be paid separately for the replacement or repair works of the said damage after approval from the Municipal Commissioner. All decisions by the Municipal Commissioner in this respect shall be final and binding.

**Note:** In case of any contradiction between scope of work and specifications, the decision of Engineer-in-Charge shall be final and binding on the contractor.



### **7.3. Other responsibilities of Project Contractor.**

1. To Ensure Safe Construction Works at site.
2. Keeping the site encumbrance/encroachment free after being handed over the site by MCGM.
3. Project Contractor will be fully responsible for Design, supply, construction, installation of various plants, machineries & equipment and associated civil, horticulture works proposed in modernization of Deonar Abattoir, Mumbai including Successful Commissioning, Trial for an entire cycle & Training to MCGM Officials, its Completion and handing over of the Plant and project work execution as JV per drawings & specifications submitted by him and approved by General Manager (Deonar Abattoir) - MCGM & should also ensure completion of job, quality expectations, within final project cost offered by him in his bid for the project on turn-key basis. In case of any deviation from the preliminary conceptual drawings during execution of the works, the same shall be referred to MCGM for approval.
4. Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc. in the deviation statements of the tender document & obtain approval thereof from MCGM, in case there is likelihood of excess expenditure over the approved plans at any stage of work. Contractor will obtain all necessary permissions / 7.2s required due to these changes at his own cost.
5. Check and inspect of all plant & machinery Electrical & Mechanical Plant & Machinery / items and testing of civil construction CCDEMOS and work as required. If so required, testing and checking of manufactured items have to be carried out at the manufacturer's factory /MCGM testing laboratory or any other reputed & equipped laboratory / NABL, international agencies such as LLOYDS or any agency decided by MCGM annually at Contractor's own cost during loading and installation at site.
6. Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation of the project at site.
7. MCGM may engage Chief Technical Examiner, Audit or any other checking investigating agency of the Government or, international agencies such as LLOYDS for final inspection, snagging, testing and commissioning of various systems and thereby assisting the MCGM with the help of consultant in taking over of project. The Facilities under this Contract shall be deemed as handed over only after satisfactory takeover by the General Manager of Deonar Abattoir on behalf of MCGM.
8. Scope of Work for Contractor for 5D BIM Integrated platform process: - The Contractor shall carry out the supply, implementation and operation & maintenance of solutions required for establishment of system integration in consultation with the Project Management Consultant. All the licenses for the entire Project duration has to be procured by the Contractor in the name of General Manager Deonar Abattoir (MCGM) and shall be kept in force throughout the Contract period. The Contractor shall submit a BEP (BIM Execution Plan) within 21 days of the SAP Work Order. The proposed BIM process to be followed on the project has been conceptualized for facilitating MCGM retain Asset information through 5D BIM Platform in line with "Modelling Guidelines", 2D Drawings, notes, documents, plans, reports etc. in a secure and manageable environment in digitized format. The project owner company shall be able to utilize 3D BIM Models for their consumption for 4D Scheduling (Time) and 5D



Costing using the information created by Bidders in 3D Models. This shall help MCGM on the Project to review near real time progress, capturing costs due to changes in designs and the effect on project completion timelines. Pro-active actions and timely decisions can be taken using What-if scenarios in BIM platforms which shall ultimately help finish project on time and within budgets.

9. 5D-BIM which has become the best practice for the creation of Residential, Commercial, Mixed use and Infrastructure projects globally, with techniques that have been extended beyond conventional 2D & 3D modelling, the added dimensions of time and cost have been beneficial and have resulted in on-time and within budget execution. The Contractor will provide a BIM of the following systems during design and construction. The contractor(s) shall properly use available “intelligent objects” to embody information about the building component requirements and properties (e.g., material properties, functional information, dimensions, uniform at assembly information, etc.). The following sections describe more specific information that shall be included in, but not limited to, the following models:
  10. Architectural: The Contractor will provide a 5D BIM created with architectural components that embody proper object information and parametric relationships in accordance with good architectural practice.
  11. Structural: The Contractor will provide a 5D BIM created with structural components that embody proper object information and parametric relationships in accordance with good structural engineering practice. These components include, but are not limited to, all substructure and superstructure components. The object information will include member profile and dimension information.
  12. Mechanical: The Contractor will provide a 5D BIM created with mechanical components that embody proper object information and parametric relationships in accordance with good mechanical engineering practice. These components include, but are not limited to, all major mechanical equipment and items are to be modelled for coordination with other trades.
  13. Electrical: The Contractor will provide a 5D BIM created with electrical components that embody proper object information and parametric relationships in accordance with good electrical engineering practice. These components include, but are not limited to, all major electrical equipment, transformers, switchgear, generators, panel boards, lights, conduit, hangers, cable trays, raceways and other electrical equipment. Conduit bends are to be modelled for coordination with other trades.
  14. Safety and Fire Protection: The Contractor will provide 5D BIMs created with safety and fire protection components that embody proper object information and parametric relationships in accordance with good mechanical and electrical engineering practice. These components include, but are not limited to, fire detection devices, fire alarm devices, fire alarm panels, the main sprinkler piping risers and related devices piping sprinkler heads, control valves, fire suppression equipment, pumps, hangers, and other equipment. Pipe bends are to be modelled for coordination with other trades.
15. The Contractor is expected to envisage and implement 5D-BIM solution would address the following in near real-time where technically feasible:

Focus on design beyond 2D drafting and 3D modelling

  - Early visualization by Employer for faster approval cycles.
  - Ease of coordination between construction documents.



- Clash detection and conflict resolution limiting issues on-site and during construction.
  - Extraction of intelligent data and automated schedules.
  - Ability to take-off materials and quantities.
  - Models + Projects Schedules and Construction Sequencing.
  - Projecting future construction sequence conflicts.
- a. Virtual Location Breakdown of the model for area wise or zone wise quantities.
  - b. Transparent and realistic picture of the actual activities in the Project.
  - c. Visualization of construction-sites for contractors, subs and clients on-site.
  - d. View the current cost and compare it to the estimated total target cost of their project as well as interim costs against design during design phases.
  - e. In view of the above, the Contractor shall be required to:
    - Follow and comply the system guidelines to be issued by Employer.
    - Comply all the software system and required BIM competency which include appropriate BIM technology, BIM enabled resources & BIM process (shall have to submit pre-contract “BIM Execution Plan (BEP) in prescribed format and be subjected to pre-contract BIM assessment process to be qualified for bidding) requirement by taking training from Employer and/or Employer’s recommended Agency.
    - Upload Project Plans as per the template and using software defined by the Employer; that can be updated in the model again.
    - Maintenance and updating of uploaded Project Plans in software used by the Employer.
    - Upload models, drawings / designs created by the Contractor as per the classification and on the software, platform defined by the Employer.
    - Key contract related communication and progress related data as per processes defined on the software platform deployed by the Employer.
  - f. Following are the deliverables in form of collaboration with 5D BIM by Bidder:
    - Creation of 3D engineered intelligent Models using discipline specific modelling / engineering applications.
    - Creating 2D drawings extracted from 3D engineered intelligent Models, in CAD – plan, section, elevation and other relevant details (based on specific engineering disciplines) to be accessed by the contractors for construction.
    - The Contractor is also required to build the Version History for all the Drawings, Design Models prepared and submitted to the authority in a chronological order. The same shall comply with the reporting standards specified by the employer and the frequency for the same shall be maintained as per Employer’s requirements (Fortnightly reporting).
    - Bidder need to comply with the following requirements in regards to the production of all the CAD (3D/2D) data files and building information modelling (BIM) work.

Sr. No.	Functionality required in 5D BIM for bidders	Description of functionality required for BIM Construction Workflow process.
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1	2D-3D Change Management	<ul style="list-style-type: none"> <li>· Creating a Document/Model repository in Vico Office or Equivalent Software which should organize the documents in a chronological order with a Time and Date Stamp for each receipt/import of such documents.</li> </ul>
		<ul style="list-style-type: none"> <li>· Comparison of 2D drawing set versions and 3D model versions to identify changes / deletions / additions.</li> </ul>
		<ul style="list-style-type: none"> <li>· And users can compare coordinated 3D models to the 2D contract documents for the final accuracy check.</li> </ul>
		<ul style="list-style-type: none"> <li>· The Design Change management should be carried out for all the versions of the Documents/Models received and an Issue Report explaining the identified changes in a colored manner should be made available during the Design Review Meetings.</li> </ul>
2	3D BIM for Clash Detection	<ul style="list-style-type: none"> <li>· Constructability manager should provide an integrated solution for clash detection and coordination resolution so that your team can identify constructability issues in the planning stage before they occur in the field.</li> </ul>
		<ul style="list-style-type: none"> <li>· The clash report shall be required to be submitted to the Employer and to all concerned.</li> </ul>
		<ul style="list-style-type: none"> <li>· During the DRMs, these clashes should be resolved after due consultation/discussion with the specific consultants and the report of such changes shall be signed by all project Stakeholders.</li> </ul>
3	3D BIM for Quantity Takeoff	<ul style="list-style-type: none"> <li>· Takeoff Manager should derive construction-calibre quantities by location from BIM models; these quantities by location power more accurate schedules and estimates.</li> </ul>
		<ul style="list-style-type: none"> <li>· The Take Off report shall provide all geometric quantities for the model elements as per the requirements specified and the same shall follow the formats specified by the employer.</li> </ul>
4	4D BIM for Scheduling and Production Control	<ul style="list-style-type: none"> <li>· Location breakdown or virtual breakdown of the model is an organized approach to dividing the project into work locations. Location-based planning and management should provide necessary information to ensures that trade crews flow smoothly from prerequisite to successor tasks without interference.</li> </ul>



		<ul style="list-style-type: none"> <li>· Locations defined in LBS Manager also yield quantities by location for use in scheduling and procurement. This will be necessarily required for Work Package management.</li> <li>· With the use of Scheduling module (Flow line technique) Contractor should create construction schedules by using BIM model elements and associating them with tasks and the corresponding materials, resources, and labour; all of which are optimized by location.</li> <li>· All the Scheduling tasks should have logical dependencies and relationships defined.</li> <li>· Near real-time production updates from the site using production Controller enable forward-looking schedule forecasts so problems are flagged with ample time for remedial action.</li> <li>· The proper synchronization of the 3D Model, Cost Plan and Take Off Quantities along with the productivity norms shall be ensured. The use of 4D Manager from Vico office or equivalent Software shall be used for 4D simulation presentation that provides rich 3D visualization of the project timeline to the extended construction team.</li> </ul>
5	5D BIM for Estimating	<ul style="list-style-type: none"> <li>· Based on the concept of Target Cost Planning, Cost Planner module should provide an environment for an evolving cost estimate that readily compares one version to another and any version to the original Target Cost Plan.</li> <li>· For every revision/modification/change in the Design Model, a revised Take Off along with the revised estimate should be made available. This cost variance should be traced appropriately at defined intervals and at each stage of Design Development.</li> <li>· The variance report should be made available to the employer explaining the changes in the Take off Quantities, Unit Costs, Mark up costs, and the landing cost for each category of cost line items. The bifurcation of Direct Cost in terms of Labour, Material Cost shall also be submitted through the Cost Variance Report.</li> <li>· Graphical representation of the Cost plan will be preferred.</li> <li>· Model-based budgeting application should allow the extended project team to visually understand which aspects of the project are contributing to changes in cost.</li> </ul>



		<ul style="list-style-type: none"> <li>A colour coded Variance identification for each version of cost estimate in comparison with the Target Cost should also be prepared and submitted. The report should have data rolled up to Building/Project milestones and Trade wise execution milestones, if any.</li> </ul>
6	Construction Management Reporting	Information from all departments to deliver constructability reports, cost and resource-loaded schedules, proposed design changes, cost estimates, cash flow reports, and other customizable reports.

- At employer's side licenses of 5D BIM platform such as Trimble Vico or equivalent will be required for seamless interface of bringing data in the form BIM from bidder. The 5D BIM platform should be modular which means based on number of design persons on the job they should be allowed to have licenses and similarly for Quantity surveyors or estimators and for Planner / Schedulers.
- Bidders can use Revit / AECOSIM / Tekla or equivalent software for 3D BIM at their end for 3D model and 2D drawing creation. However, for 5D BIM there should be compatibility available in the software with 3D BIM software and should have interface available. Employer should have flexibility to choose licenses for the functionality of 5D BIM based on number of persons on specific roles which will be available at their end for the project.
- Generate and submit to the MCGM time-to-time progress reports in the agreed formats and at the agreed frequency duly certified by consultant, as per schedule mentioned at Section 6. For this all the necessary data relevant to the execution of work including materials brought and consumed at MCGM site, hindrances if any, MCGM records of daily labor deployed etc. shall be maintained.
- Project Contractor shall also apprise the MCGM of the progress and/or activities of the project on weekly/fortnightly/ monthly basis as deemed fit by MCGM by preparing and submitting reports to meet schedule given in the Section 6. The report shall include the following:
  - ❖ Name of Project, Project Contractor Name
  - ❖ Status of each activity as per the CPM/PERT CHART submitted by Architect/ Firm as on date.
  - ❖ Major Issues and Decisions Pending including Drawings Constraints (if any), Site constraints (if any), Equipment Constraints (if any).
  - ❖ Status of Payment to Project Contractor
  - ❖ Ensure all statutory inspections and checks.
  - ❖ Safety Programs: -Have adequate safety supervision in place to ensure that safety programmes set up by the Project Contractor are in compliance with prevalent laws and regulations.
  - ❖ Labour Regulations Compliance: - Compliance with requirement of Labor Laws, Welfare measures as per the law of land.



**Note:** Project Contractor for execution of works has to co-ordinate including off-site movement of materials to ensure that there is minimal disruption in the neighborhood.



**SECTION 8**  
**SCHEDULE OF PAYMENTS**



## SCHEDULE OF PAYMENTS

8.1. **Payment Currency:** All the payments will be made in Indian Rupees (INR) only.

8.2. **Schedule of Payments:**

Item No.	Item	Stages of Payment	Percentage for Payments in Items	Weightage Percentage of Contract Value
1	Buffalo Plant and Sheep/Goat (Halal) Plant including civil works Lairages, Unloading Ramps, Veterinary Doctors' offices, Rendering Plant, Blood Processing Unit, Refrigeration plant, E.T.P. and Briquetting unit etc.	On approval of final detailed drawings, designs for the entire project from BP Cell and MA, and phase wise project implementation schedule and commencement of civil work.	5%	30%
		On placement of orders of all mechanical, electrical and other miscellaneous items by the tenderers and completion of civil work up to plinth level.	15%	
		On receipt of third-party inspection clearance report, after evidence of shipment in the name of MCGM and completion of civil work.	25%	
		Delivery of machinery and equipment (after submission of paid custom duties/taxes receipt)	25%	
		Complete installation of machineries and equipment along electrical arrangement and commissioning	20%	
		Total work completion/project completion certificate by engineer in charge, successful testing of machineries in the factory approved by engineer in charge and Handing Over.	10%	
2	Design, Engineering, Supply, Installation, Testing, Training and commissioning of Sheep/Goat (Jhatka) Plant and Pig Plant including civil works Lairages, Unloading Ramps, Veterinary Doctors' offices Blood Processing Unit, etc.	On approval of final detailed drawings, designs for the entire project from BP Cell and MA, and phase wise project implementation schedule and commencement of civil work.	5%	15%
		On placement of orders of all mechanical, electrical and other miscellaneous items by the tenderers and completion of civil work up to plinth level.	15%	



		On receipt of third-party inspection clearance report, after evidence of shipment in the name of MCGM and completion of civil work.	25%	
		Delivery of machinery and equipment (after submission of paid custom duties/taxes receipt)	25%	
		Complete installation of machineries and equipment and commissioning	20%	
		Total work completion/project completion certificate by engineer in charge, successful testing of machineries in the factory approved by engineer in charge and Handing Over.	10%	
3	Construction of Allied Buildings including Traders' blocks, Fodder Block, General Store, Sanitary blocks, Bio-methanization by-product store etc.	On approval of final detailed drawings, designs for the entire project from BP Cell and MA, and phase wise project implementation schedule and commencement of civil work.	5%	7.5 %
		On completion of civil work up to plinth level	15%	
		On completion of superstructure up to roof level including roof slab / roof truss including sheets.	40%	
		On completion of Electrification, Furniture, Plumbing and all finishes complete.	30%	
		On obtaining completion certificate by from BP Cell and MA Engineer in Charge and Handing Over	10%	
4	Construction of Admin Building, Buffalo Resting Sheds and Religious Slaughter Shed, etc.	On approval of final detailed drawings, designs for the entire project from BP Cell and MA, and phase wise project implementation schedule and commencement of civil work.	5%	7.5%
		On completion of civil work up to plinth level	15%	
		On completion of superstructure up to roof level including roof slab / roof truss including sheets.	40%	



		On completion of Electrification, Furniture, Plumbing and all finishes complete.	30%	
		On obtaining completion certificate by Engineer in Charge and Handing Over	10%	
5	<b>Area Development and Infrastructure Work including development of internal roads, storm water drainage network, sewerage network, water supply system including ESR, firefighting works, peripheral lightning, Landscaping works, Demolition of structures, etc.</b>	On approval of final detailed drawings, designs for the entire project from BP Cell and MA, and phase wise project implementation schedule and commencement of work.	5%	15%
		On completion of storm water drainage work as certified by Engineer in Charge.	10%	
		On completion of water supply work including ESR and sewerage work as certified by Engineer in charge	20%	
		On demolition of structures, levelling of ground and disposal of debris as certified by Engineer in charge	10%	
		On completion of internal road works and landscaping work as certified by Engineer in charge	35%	
		On completion of Peripheral electrification, firefighting work etc.	10%	
		On obtaining completion certificate by from BP Cell and MA Engineer in Charge and Handing Over	10%	
6	Comprehensive Service and Maintenance of Machinery, Maintenance (including DLP) of Civil Works and Allied Works			
	1st year			-
	2nd year			-
	3rd year			3%
	4th year			3%
	5th year			3%
	6th year			3%
	7th year			3%
	8th year			3%
	9th year			3%
	10th year			4%



**A. Payments for CSMC**

- a. Payments shall be made to the Contract at the end of Annual Maintenance and on submission of maintenance records duly signed by Consultant and MCGM.
- b. The maximum value of payments for Maintenance made for a year would be limited to the stage payments as defined above.



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



## GENERAL CONDITIONS OF CONTRACT

### A. General

#### 1. Definitions

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

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

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

**The “Contractor”** shall mean the individual or firm or company whether incorporated or not, whose tender has been accepted by the employer for “Modernization of Deonar Abattoir on Turn-Key Basis (Global Tender): Phase I (B)-Design, Engineering, Supply, Installations, Testing and Commissioning (SITC) of Slaughter House Machineries for Sheep/Goat, Buffalo and Pig including Civil works and Comprehensive Service and Maintenance of Machineries of Abattoir on plot bearing CTS No. 1(pt), 2(pt), 3 (pt) of Village Deonar and 7(pt) of Village Borla in M/E ward, Govandi, Mumbai” and the legal successor of the individual or firm or company, but not (except with the consent of the Employer) any assignee of such person.

**The “Operator”** shall mean the individual or firm or company whether incorporated or not, whose tender has been accepted by the employer for “Selection of Operator of Modern Deonar Abattoir on plot bearing CTS No. 1(pt), 2(pt), 3 (pt) of Village Deonar and 7(pt) of Village Borla in M/E ward, Govandi, Mumbai for duration of 10 Years. (Global Tender)”, and the legal successor of the individual or firm or company, but not (except with the consent of the Employer) any assignee of such person.

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

**The “Contractor's Bid”** is the complete bidding document submitted by the Contractor to the Employer.

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

Note: The contract sum shall include the following –

- In the case of percentage rate contracts, the estimated value of works as mentioned in the tender adjusted by the Contractor’s percentage.



- In the case of item rate contracts, the cost of the work arrived at after finalization of the quantities shown in schedule of items / quantities by the item rates quoted by the renderers for various items and summation of the extended cost of each item.
- In case of lump sum contract, the sum for which tender is accepted.
- Special discount / rebate / trade discount offered by the tenderer if any and accepted by the Corporation.
- Additions or deletions that are accepted after opening of the tenders.

**The “Contract Cost”** means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.

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

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

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

**MCGM** shall mean Municipal Corporation of Greater Mumbai which shall be the Authority for this Contract of the Project

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

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

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

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

**The “Consultant”** shall mean the Project Management Consultant appointed by Municipal Corporation of Greater Mumbai for Supervision and Management of all works for Modernization of Deonar Abattoir on plot bearing CTS No. 1(pt), 2(pt), 3 (pt) of Village Deonar



and 7(pt) of Village Borla in M/E ward, Govandi, Mumbai, and the authorized representative of the Employer and Engineer.

**The “Arbitrator”** means the person or persons appointed by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties pursuant to General Conditions of Contract amended up to date

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

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

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

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

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

**Defect Liability Period (DLP)** is the period wherein the contractor after the completion of each unit of the Turn-Key work has to check and rectify any defects arising in the works executed by the contractor without any additional cost.

**Maintenance** is to include functional and performance testing of Civil Engineering structures and rectify any defects arising in the works executed by the Contractor without any additional cost.

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

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

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

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



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

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

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

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

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

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

**“Force Majeure”** means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

## 2. Interpretation

- i. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.
- ii. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- iii. The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work, (4) Contractor's Bid, (5) Contract Data, (6) General Conditions of Contract Part I, (7) Specifications, (8) Drawings, (9) Bill of Quantities, (10) any other document listed in the ) Contract Data.



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

- i. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before communicating his decision to the Contractor.
- ii. Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

### **4. Delegation**

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

### **5. Communications**

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

### **6. Sub-Contracting**

The Contractor shall nominate not more than one sub-contractor during the stage of bidding. The credentials of this sub-contractor shall be considered for evaluation. The Contractor under no circumstances form a Joint Venture with another firm if it nominates a Sub-Contractor.

### **7. Other Contractors**

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

### **8. Personnel**

- i. The Contractor shall employ for the construction work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel



approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.

- ii. The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.
- iii. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.
- iv. The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the MCGM /State Government and has either not completed two years after the date of retirement or has not obtained MCGM/State Government's permission to employment with the Contractor.

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

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

## **10. Force Majeure**

- i. Force Majeure shall not include any event which is caused by the negligence of the operator or Contractor
- ii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- iii. Measures taken under Force Majeure:
  - a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
  - b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
  - c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
  - d) Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
  - e) Suspension: MCGM may, by written notice of suspension to the Contractor, suspend all payments hereunder if the Contractor fails to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.
  - f) Each party should bear its own expenses and loses arising out of an event of Force Majeure.

## **11. Employer's Risks**



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

## **12. Contractor's Risks**

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

## **13. Insurance**

- i. The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
  - Loss of or damage to the Works, Plant and Materials;
  - Loss of or damage to Equipment;
  - Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - Personal injury or death.
- ii. Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- iii. Alterations to the terms of insurance shall not be made without the approval of the Engineer.
- iv. Both parties shall comply with any conditions of the insurance policies.
- v. If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premiums shall be debt due.

## **14. Site Investigation Reports**

- i. The Contractor, in preparing the Bid, may rely, at his own risk, on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid. It is advised that the Contractor shall carry out his own due diligence before submission of bids.

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

- i. The Engineer will clarify queries on the Contract Data.

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



- i. The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings and as per instructions of the Engineer.
- ii. The Contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The Contractor shall deploy the equipment and machinery as required in the contract.
- iii. The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

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

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



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

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

## **18. Approval by the Engineer**

- i. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who with the assistance of the Consultant, is to approve them if they comply with the Specifications and Drawings.
- ii. The Contractor shall be responsible for design and safety of Temporary Works.
- iii. The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.
- iv. The Contractor shall obtain approval of third parties (Proof Consultant and Safety consultant) to the design of the Temporary Works, where required.
- v. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

## **19. Safety**

- i. The Contractor shall be responsible for the safety of all activities on the Site. He shall comply with all applicable safety requirements and take care of safety of all persons entitled to be on the site and the works. He shall use reasonable efforts to keep the site and the works, both during construction and maintenance, clear of unnecessary obstruction so as to avoid danger to the persons and the users.
  - Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.

The contractors shall provide proper safety gears to their staff, labors. Failure to provide safety gears as per above clause a penalty of Rs.1000/- per labor per day shall be imposed. The contractor will be fully responsible towards the safety of staff and labors for the entire Contract period. Also, the display of cautionary/danger boards shall be placed at all required locations as directed by engineer in charge at contractor's own cost.

### **ii. Safety Programs: -**

- I. Have adequate safety supervision in place to ensure that safety programs set up by the firms/agencies are in compliance with prevalent laws and regulations.



- II. Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.
  - III. Monitor day to day implementation of safety procedures.
- iii. **First Aid Facilities: -**
- i. At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
  - ii. The first-aid box shall be distinctly marked with a red cross on white back ground.
  - iii. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
  - iv. Nothing except the prescribed contents shall be kept in the First-aid box.
  - v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
  - vi. A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

## **20. Discoveries**

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

## **21. Possession of the Site**

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

## **22. Access to the Site**

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

## **23. Instructions**

- i. The Contractor shall carry out all instructions of the Engineer and its Consultant, which comply with the applicable laws where the Site is located.
- ii. The Contractor shall permit the appointed and/or authorized persons to inspect the Site and/or accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed, if so required. The Contractor's attention is invited to Clause of 'Fraud and Corruption', which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under the Clause & constitute a obstructive practice subject to contract termination.
- iii. Engineer to have power to issue further drawings or instructions:



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

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

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

## **B. Time Control**

### **24. Programme**

- i. Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme, including Environment Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.  
After the completion of the construction works, the programme for the Routine Maintenance Work, showing the general methods, arrangements, order and timing for all the activities involved in the Routine Maintenance will also be submitted by the Contractor to the Engineer for approval if specified in the tender. The programme for Routine Maintenance will be submitted in each year for the period of Maintenance.
- ii. The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipment's being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.
- iii. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- iv. The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount



stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

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

## 25. Extension of Time in Contracts:

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

### a) Extension attributable to MCGM

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

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

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



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

## **26. Delays Ordered by the Engineer**

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

## **27. Management Meetings**

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

## **28. Quality Control**

- i. **Work to be open to Inspection and Contractor or Responsible agent to be present**  
All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Eng.-in-charge and his subordinates, consultant and the Contractor shall all times during the usual working hours, at all other times, during the usual working hours and at all other times at which reasonable notice of the intention of the Eng.-in-charge and his subordinates to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have responsible agent duly accredited in writing present for that purpose. Order given to the contractors 'duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.
- ii. **Notice to Be Given Before Work Is Covered Up**  
The Contractor shall give not less than ten days' notice in writing to the Eng.-In-Charge or his subordinate or Consultant of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof taken before the same is so covered up or placed beyond the reach of measurements and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Eng.-In-Charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractors expenses, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed. For the avoidance of any doubt, the Contractor has to submit a RFI (Request for Information) before start of any work, which is to be inspected by the Consultant. An RFI will be considered completed/closed after the verification of quality and measurement by the Consultant or Engineer in charge.



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

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

iv. **Ready Mix Concrete/ Asphalt Mix**

- i. The contractor shall have to arrange Ready Mix concrete (RMC)/Asphalt plant at the site as per the norms of MCGM. The Contractor shall take/procure all licenses, NOC, etc. for installation of the RMC Plant. All taxes, levies, GST, etc. in relation to this installation shall be borne by the Contractor.
- ii. AThe contractor shall, within 7 days of award of the work, submit a list of at least three additional RMC/Asphalt producers with details of such plants including details and number of transits, mixers & pumps etc. to be deployed indicating name of owner/company, its location, capacity, and technical establishment.  
The Engineer-in-charge and consultant will reserve right to inspect at any stage and reject the concrete if he is not satisfied about quality of product at the user's end.
- iii. The Engineer-in-charge and consultant reserves the right to exercise control over the: -
  - a. Calibration check of the RMC/Asphalt plant.
  - b. Weight and quantity check on the ingredients, water and admixtures added for batch mixing for RMC plants
  - c. Time of mixing of concrete/grade of asphalt.
  - d. Testing of fresh concrete/asphalt mix, recording of results and declaring the mix fit or unfit for use. This will include continuous control on the work ability during production and taking corrective action, if required.
  - e. For exercising such control, the Engineer-in-charge shall periodically depute his authorized representative at the RMC/Asphalt plant. It shall be responsibility of the contractor to ensure that all necessary equipment, manpower & facilities are made available to Engineer-in-charge and or his authorized representative at RMC/Asphalt plant.
  - f. All required relevant records of RMC/Asphalt mix shall be made available to the Engineer-in-charge or his authorized representative. Engineer-in-charge shall, as required, specify guidelines & additional procedures for quality control & other parameters in respect of material production& transportation of concrete mix which shall be binding on the contractor & the RMC/Asphalt plant. Only concrete as approved in design mix by Engineer-in-charge shall be produced in RMC plant and transported to the site.
  - g. The contractor shall have to produce a copy of challan receipts/SCADA reports/VTS reports as issued by the RMC/Asphalt plant as a documentary proof in lieu of supply of RMC/Asphalt mix before releasing payment.

## 29. Identifying Defects



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

### 30. Tests

- i. For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum of equipment as specified in the Contract Data. The contractor shall be solely responsible for:
  - a. Carrying out the mandatory tests prescribed in the Specifications, BIS, IS, IRC Codes and
  - b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- ii. If the Engineer or Consultant instructs the Contractor to carry out a test not specified in the Specification/ Quality Assurance Handbook to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. When required by the Engineer-in-charge the contractor(s) shall supply for the purpose of testing samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be in suitable packages to contain them and shall be provided free of charge by the contractor. The cost of testing shall be borne by the Contractor even if the result of the sample confirms or do not confirm to the relevant BIS code specifications.
  - i. All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contractor himself.
  - ii. The failed material shall be removed from the site by the contractor at his own cost within a week time of written order of the Engineer-in-charge.
- iii. **Setting of Site Laboratories :( For New Works)**  
Contractors shall set up a laboratory at site before commencement of work at their cost for performing various tests and at least the following machines and equipment shall be provided therein –
  1. Set of Sieves as per I.R.C. /I.S.
  2. Compressive Testing Machine (For new works)
  3. Oven, Electrically Operated
  4. Weighing Balance (20 kg capacity)
  5. 3 m straight edge
  6. Sieve shaker
  7. First Aid Box
  8. Measuring Jar (for silt content)
  9. Other Machines/apparatus as may be directed by the Engineer
  10. Vernier Calliper
  11. Total Station

All the test records shall be maintained in the site office and made available as and when required. The laboratory must be established within 15 days from the date of receipt of the



orders from Engineer In charge. On failure to do so, a penalty of Rs 1000/- per day shall be imposed.

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

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

- i. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after five years. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- ii. 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.
- iii. 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.

### **32. Uncorrected Defects and Deficiencies**

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

## **D. Cost Control**

### **33. Variation due to Modification**

The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to notice, in writing, Variation if deemed necessary and unavoidable or beneficial. On given a notice for such a Variation, the Contractor shall prepare and submit design and detail estimates for the said notice. Such Variation, if approved will be a variation order and shall form part of the Contract and the Contractor shall carry them or de-scope it from the updated Programmes produced by the Contractor. Oral orders of the Engineer for Variation, unless followed by written confirmation, shall not be taken into account. The Rates considered for Variation shall be as the prevailing USOR of MCGM. The extent of Variation in any form under the Contract shall not exceed 10% of the Contract Value or shall not reduce the Contract value by more than 10% of the Contract value.

Any change in the length/Dimensions of facilities constructed under this Contract shall not entail any Variation unless agreed by the Authority.



Any further Variation may be accorded only after the approval of AMC/MC.

#### **34. Payments for Variation**

- i. Payments for Variation shall be made as per the original items of the Variation Order executed.

#### **35. Cash Flow Forecasts**

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

#### **36. Payment Certificates**

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

- a) A bill shall be submitted by the Contractor on completion of Payments Stages as defined in Section 8 (Payments) monthly or before the date fixed by the Engineer In-charge for all works executed in the previous month, and the Engineer In-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time and stage fixed as aforesaid, the Engineer In-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and Engineer In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- b) The Consultant shall check the Contractor's Stage Payments Certificates within 14 days and certify the amount to be paid to the Contractor.
- c) The value of work executed shall be determined, based on measurements by the Consultant.
- d) The value of work executed shall comprise stages of completion of stages as per Section 8 (Payments).
- e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information on the recommendation of the Consultant.
- g) The contractor shall submit all bills on the printed forms at the office of Engineer In-charge and Consultant. The charges to be made in the bills shall always be entered at the rates specified in tender.

#### **37. Payments**

- i. Payments shall be adjusted for deductions for advance payments, retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 15 working days of the date of each certificate by consultant.
- ii. All sums payable by a contractor by way of compensation under any of these conditions, shall be considered as a reasonable compensation to be applied to the use of MCGM without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.



- iii. No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. One Thousand and entail completion of Stage Payment criteria as per Section 8, then contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer In-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actual done and completed and shall not preclude the Engineer In-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim not shall it conclude, determine or effect in any other way, the powers of the Engineer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor for not having given early warning or not having cooperated with the Engineer.

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

It is agreed that the Municipal Corporation of Greater Bombay or its Engineer or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its Engineer's or officer's hands owing to any pending inspection of bills, dispute or difference or claim or misunderstanding between the Municipal Corporation of Greater Bombay or its Engineer or Officer on the one hand and the contractor on the other, or with respect to any delay on the part of the Municipal Corporation of Greater Bombay or its Engineer or Officers in making periodical or final payments or in any other respect whatever. It is distinctly understood and agreed between the parties hereto that payment for work already executed by the Contractor is not a condition precedent under this contract for the execution of the remaining work.

### **39. Tax**

“G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towards payment of any Taxes and Duties. Wherever the Services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes / Duties / Cess other than GST, if any. Rates accepted by MCGM shall hold good till completion of work and no additional individual clam shall be admissible on account of fluctuations in market rates; increase in taxes / any other levies / tolls etc. except that payment / recovery for overall market situation shall be made as per price Variation.”



### **38 –A**

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

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

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

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

### **38 –B**

The Annexure-A i.e., Irrevocable Undertaking on Rs.500/- stamp paper as per GST circular u/no. CA/F/P/19 dt.15.09.2017 shall be submitted by successful bidder. The guidelines issued vide Cir. No. CA/F/P/C/28 dt.10.11.2017, should be strictly followed.

## **40. Currencies**

All payments will be made in Indian Rupees.

## **41. Liquidated Damages**

Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the number of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer at the rate of 0.25% per day for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The Employer and the contractor have agreed that this is a reasonable agreed amount of liquidated damage. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s other liabilities. The maximum Liquidated Damages payable by the Contractor under this contract shall not exceed 5% of the Contract value

## **42. Cost of Repairs**

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

## **E. Finishing the Contract**

### **43. Completion of Construction and Maintenance**

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



of Contract.

#### 44. Taking Over

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

#### 45. Final Account

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

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

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

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

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

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

Sr.no.	Amount of Contract Cost	Minimum Payable Amount in final bill
1	Upto Rs.5 Crs.	Rs.10 Lacs or final bill whichever is more
2	Upto Rs.25 Crs.	Rs.1 Crore or final bill amount whichever is more
3	UptoRs. 50 Crs.	Rs.2 Crores or final bill amount whichever is more
4	Upto Rs.100 Crs.	Rs.4 Crore or final bill amount whichever is more
5	More than Rs.100 Crs.	Rs.7 Crore or final bill amount whichever is more

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



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

#### 46. Operating and Maintenance Manuals

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

#### 47. Termination

- i. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- ii. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
  - a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
  - b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
  - c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
  - d) the Contractor does not maintain a Security, which is required;
  - e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.
  - f) the Contractor fails to provide insurance cover as required under relevant clause .
  - g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the Contract.
  - h) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
  - i) any other fundamental breaches as specified in the Contract Data.
  - j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.
- iii. When either party to the contract gives notice of a breach of contract to the Engineer for a cause other than those listed above, the Engineer shall decide whether the breach is fundamental or not.



- iv. Notwithstanding the above, the Employer may terminate the Contract for convenience.
- v. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

#### **48. Payment upon Termination**

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

#### **49. Property**

- i. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

#### **50. Release from Performance**

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

#### **Other Conditions of Contract**

##### **51. Labour**

- i. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- ii. The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.



## **52. Compliance with Labour Regulations**

- a. During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.
- b. Furthermore, the Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance guarantee. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- c. The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
- d. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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

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

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

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

## **55. Contract Document**

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



contract shall be, as follows:

- 1) Contract Agreement (if completed)
- 2) The letter of Acceptance
- 3) The Bid:
- 4) Addendum to Bid; if any
- 5) Tender Document (Including all volumes)
- 6) The Specification:
- 7) Engineering Drawings
- 8) General Conditions of Contracts
- 9) Special Instructions to the bidder
- 10) Agreement signed
- 11) All correspondence documents between bidder/contractor and MCGM.

## **56. Conflict of Interest**

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

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

## **57. Applications and costs thereof**

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

## **58. Acknowledgment by Applicant**

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



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

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

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

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

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

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

#### **60. The bid shall be rejected if the bidder-**

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



## **61. Clarifications**

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

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

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

## **62. Amendment of tender**

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

Any Addendum thus issued will be sent in writing/ Fax/ Email to all those who have purchased the tender in order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

## **Preparation and Submission of Application**

### **63. Language**

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

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

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

The Applicant will upload bid in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded has to be digitally signed by the bidder. These copies shall be certified by Practicing Notary



approved by the Govt. of Maharashtra or Govt. of India with his stamp, clearly stating his name & registration number, except where original documents are demanded

#### **65. Marking of Applications**

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

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

#### **66. Late Applications**

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

#### **67. Confidentiality**

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

#### **68. Clarification of Financial Bids**

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

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

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



conditions as obtained by or on his behalf from investigations relevant to the works but the Contractor shall be responsible for his own interpretation thereof. The contractor shall engage his investigating agency with prior approval of the Engineer at his cost initially before commencing actual work.

- iii. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding.
- iv. **Not Foreseeable Physical Obstructions or Conditions:** It is the contractor's responsibility to keep the site hindrance/encumbrances/encroachment free after being handed over the site by MCGM. If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, assist the Contractor to get the same remedied. However, it is the Contractor's responsibility to get the same cleared off from the site. For any hindrance/encumbrances/encroachment after being handed over the site by MCGM, it is stated that:
- the Contractor shall not be entitled to any EoT (Extension of Time); and
  - The amount for remedy of such obstruction shall be borne by the Contractor by reason of such obstructions or conditions having been encountered

v. **Office for the Engineer and Consultant**

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

- vi. **Permission for provision and removal of office on completion of work:** The tenderer shall obtain permission for provision of site office, cement go-down, store, etc. on payment of necessary cost implication. The cement go-down, Watchman cabins, etc. shall



be provided as directed and shall be removed by the Tenderers on completion of the work at their cost. It is binding on the Tenderer to fulfill requirements of Environmental Authorities. The location of such office shall be finalized and got approved from the Engineer before erection/commencement work.

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

#### **70. Official Secrecy:**

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

#### **71. Subsequent Legislation:**

If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of MCGM and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. MCGM reserve the right to take decision in respect of addition/reduction of cost in contract.

#### **72. Patent, Right and Royalties:**

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

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

- **The limit for unforeseen claims**  
under no circumstances whatever the contractor shall be entitled to any



compensation from MCGM on any account unless the contractor shall have submitted a claim in writing to the Eng.-in-charge within 1 month of the case of such claim occurring.

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

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

#### **74. Settlement of Disputes:**

- **Termination of contract for death**

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

- **Settlement of Disputes:**

M.C.G.M. has formed 'Procurement Redressal Committee' under the chairmanship of retired High Court Justice MCGM for the Redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach 'Procurement Redressal Committee' for Redressal of their grievances by paying fees of Rs.25000/-.

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the concerned Addl. Municipal Commissioner who shall constitute a committee



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

## **75. 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:

- Any dispute arising out of or in connection with such a contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of Mumbai Centre for International Arbitration then in force ("MCIA Rules"). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English. In either case, the law governing this arbitration agreement and the contract shall be Indian law
- Arbitration shall be affected by a single arbitrator agreed upon the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within the limits of Brihanmumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party



shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision. No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid. All awards shall be in writing and for claims equivalent to Rs. 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.

#### **76. Copyright:**

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

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

Every receipt for money which may become payable or for any security which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the Contractors and of the legal representatives of any deceased Contractors interest.

#### **78. Proprietary data**

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



## **79. Correspondence with the Applicant**

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

## **80. Price Variation Clause**

-- Deleted --

## **81. Maximum Price Variation shall be as follows:**

-- Deleted --

## **82. Payment:**

### **Interim Payment:**

- i) Interim bills shall be submitted by the Contractor from time to time (but at an interval of not less than one month) for the works executed as per the Stage Payments vide Section 8. The Engineer shall arrange to have the bills verified by taking or causing to be taken by the Consultant, where necessary, the requisite measurement of work.
- ii) Payment on account for amount admissible shall be made on the Engineer certifying the sum to which the Contractor is considered entitled by way of interim payment for all the work executed, after deducting there from the amount already paid, the security deposit / retention money and such other amounts as may be deductible or recoverable in terms of the contract.
- iii) No interim payment will be admitted until such time the Contractor have fully complied with the requirement concerning submission and approval of Network Schedule for the works. A fixed sum shall be held in abeyance at the time of next interim payment for non-attainment of each milestone in the network and shall be released only on attainment of the said milestone.
- iv) An interim certificate given relating to work done or material delivered may be modified or corrected by a subsequent interim certificate or by the final certificate. No certificate of the Engineer supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract.

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

## **84. JOINT VENTURE/CONSORTIUM**

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



- a) Separate identity/name shall be given to the Joint Venture/Consortium firm.
- b) A member of JV/Consortium firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- c) The tender form shall be purchased and submitted in the 'name of the JV firm or any constituent member of the JV/Consortium.
- d) Normally EMD shall be submitted only in the name of the JV/Consortium and not in the name of constituent member. However, EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV/Consortium and giving written confirmation from the JV/Consortium partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV/Consortium firm.
- e) A copy of Letter of Intent or Memorandum of Understanding (MoU) executed by the JV/Consortium members shall be submitted by the JV/Consortium firm along with the tender. The complete details of the members of the JV/Consortium firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligation shall be furnished in the agreement.
- f) Once the tender is submitted, the agreement shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this agreement shall be extended till the currency of the contract expires.
- g) Approval for change of constitution of JV/Consortium firm shall be at the sole discretion of the MCGM. The constitution of the JV/Consortium firm shall not be allowed to be modified after submission of the tender bid by the JV/Consortium firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV/Consortium firm. Failure to observe this requirement would render the offer invalid.
- h) Similarly, after the contract is awarded, the constitution of JV/Consortium firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.
- i) On award of contract to a JV/Consortium
- j) firm, a single Performance Guarantee shall be required to be submitted by the JV/Consortium firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV/Consortium firm and no splitting of guarantees amongst the members of the JV/Consortium firm shall be permitted.
- k) On issue of LOA, an agreement among the members of the JV/Consortium firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the MCGM before signing the contract agreement for the work. (This agreement format should invariably be part of the tender condition). In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the



JV/Consortium and the JV/Consortium. This joint venture/Consortium agreement shall have, inter-alia, following clauses: -

- i) **Joint and several liability** - The members of the JV/Consortium firm to which the contract is awarded, shall be jointly and severally liable to the Employer (MCGM) for execution of the project in accordance with General conditions of the contract. The JV/Consortium members shall also be liable jointly and severally for the loss, damages caused to the MCGM during the course of execution of the contract or due to no execution of the contract or part thereof.
- ii) **Duration of the Joint Venture/Consortium Agreement** -It shall be valid during the entire period of the contract including the period of extension if any and the defect and liability period/maintenance period after the work is completed.
- iii) **Governing Laws** - The Joint Venture/Consortium Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- iv) **Authorized Member** - Joint Venture/Consortium members shall authorize one of the members on behalf of the Joint Venture/Consortium firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV/Consortium firm.

No member of the Joint Venture/Consortium firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer in respect of the said tender/contract.

- l) **Documents to be enclosed by the JV/Consortium firm along with the tender:**
  - i) In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:
    - a) Notary certified copy of the Partnership Deed,
    - b) Consent of all the partners to enter into the Joint Venture/Consortium Agreement on a stamp paper of appropriate value (in original).
    - c) Power of Attorney (duly registered as per prevailing law) in favor of one of the partners to sign the MOU and JV/Consortium Agreement on behalf of the partners and create liability against the firm.
  - ii) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
    - a) Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.
  - iii) In case one or more members is/are limited companies, the following documents shall be submitted:
    - a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV/Consortium agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV/Consortium Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
    - b) Copy of Memorandum and articles of Association of the Company.



- c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.
- m) All the members of the JV/Consortium shall certify that they have not been black listed or debarred by MCGM from participation in tenders/contract in the past either in their individual capacity or the JV/Consortium firm or partnership firm in which they were members / partners.
- n) Credentials & Qualifying criteria: Technical and financial eligibility of the JV/Consortium firm shall be adjudged based on satisfactory fulfilment of the following criteria:

#### **85. Compensation for delay:**

If the Contractor fails to complete the works and clear the site on or before the Contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right or remedy of Municipal Corporation on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on the contract value of the whole work or on the contract value of the time or group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose, the term 'Contract Value' shall be the value of the work at Contract Rates as ordered including the value of all variations ordered: to the extent of maximum ¼ percent per week.

When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved. Provided always that the total amount of compensation for delay to be paid this condition shall not exceed the undernoted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is 5 percent. The amount of compensation may be adjusted set off against any sum payable to the Contractor under this or any other contract with the Municipal Corporation.

#### **86. Action and Compensation Payable in Case of Bad Work and Not Done As Per Specifications**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Vigilance Department of the MCGM or any organization engaged by the MCGM for Quality Assurance and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the officer of Vigilance Department, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound



or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under clause 84 of the general condition of contract in section 9 of tender document (for Compensation for delay) for this default. In such case the Engineer-in Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer in charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

If the penalization amount exceeds maximum limit with respect to Clause 84 of Standard General Conditions of Contract, then a show cause notice shall necessarily be issued to the contract as to why the contract should not be terminated.

#### **87. Contractors remain liable to pay compensation:**

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

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

#### **88. No Claim to Any Payment or Compensation or Alteration In Or Restriction Of Work**

- a) If at any time after the execution of contract documents, the Engineer shall for any reason whatsoever, desires that the whole or any part of the works specified in the



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

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

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

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

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



which under these conditions is entitled to be satisfied, or which is entitled to require together with the carriage therefore to and from the work.

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

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

#### **90. Prevention of Fire:**

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

- 91.** Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of MCGM property including any damage caused by spreading the fire shall be estimated by the Engineer In-charge or such other officer as he may appoint and the estimate of the Engineer in-charge to the decision of the Dy. Chief Engineer on appeal shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damages or deducted by the Engineer In-charge from any sums that may be due or become due from MCGM to Contractor under this Contract or otherwise. Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought to prevent the spread of fire and he shall pay any damages and costs that may be awarded by the Court in consequence.
- 92.** In the case of Tender by partners, any change in the constitution of the firm shall be forthwith, notified by the Contractor through the Engineer In-charge for his information and approval.
- 93.** Action where no specifications: In the case of any class of work for which there is no such specifications, such works shall be carried out in accordance with the specifications and in the event of there being no such specifications, then in such case, the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer In-charge.

#### **94. Safety and medical help:**



- i) The Contractor shall be responsible for and shall pay the expenses of providing medical help to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by MCGM, the same shall be recoverable from the Contractor forthwith and be included without prejudice to any other remedy of MCGM from any amount due or that may become due to the Contractor.
  - ii) The Contractor shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall maintain the same in condition suitable for immediate use at any time.
  - iii) The workers shall be required to use the safety equipments so provided by the Contractor and the Contractor shall take adequate steps to ensure the proper use of equipments by those concerned.
  - iv) When the work is carried on in proximity to any place where there is risk or drawing all necessary equipments shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
95. No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance of works, on account of any delay in according to sanction of estimates.

**96. Anti-malaria and other health measures:**

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

In case of default, in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, Contractor shall be liable to pay MCGM on anti-malaria measures to control the situation in addition to fine.

97. If the Contractor fails to renew the B.G. submitted in lieu of Contract deposit /Security deposit well in advance, penalty of Rs. 1000/- per day will be recovered from the date of expiry of B.G.

**98. THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970 amended till date.**

The act provides for certain welfare measures to be provided by the Contractor to the Contract labour and in case the Contractor fails to provide, the same are required to be provided by the principle employers by law. The principle employer is required to take certificate of registration and the Contractor is required to take a license from the designated Officer. The act is applicable to the establishment or Contractor of Principle Employer if they employ 50 or more Contract labour.

Under the provisions of this act, it is mandatory on Contractor to comply the norms under Rule-25A and B.



## **SECTION 10**

### **SPECIAL DIRECTIONS TO THE TENDERER**



## **SPECIAL DIRECTIONS TO THE TENDERER**

The word “Tenderer/Tenderers” shall be replaced by the word “Contractor” for relevant clauses after the award of work in the Executed Agreement between MCGM and Contractor.

1. Tenderers shall visit the site and verify the site conditions, nature and quantum of work before submitting the tenders and if any discrepancies are observed, same should be pointed out in the pre-bid meeting.
2. The tender will be accepted only as per the Financial Format attached with this Tender; otherwise, the tender will be straight away rejected.
3. The Estimated Cost of the project in no means shall be construed as the basis of Cost of works by the Contractor. The Contractor is at liberty to carry out his own studies and estimation before bidding and shall be solely responsible for the bids submitted by it.
4. The successful tenderer will have to execute a written contract on the standard form of contract.
5. Firms with common proprietor / partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor / partners closely related to each other such as husband, wife, father, mother and minor son / daughter and brother / sister and minor brother / sister, shall not tender separately under different names for the same contract.
6. If it is found that firms as described in clause above have tendered separately under different names of the same contract, all such tender (s) shall stand rejected and tender deposit of each such firm / establishment shall be forfeited. In addition such firms / establishments shall be liable at the discretion of the Municipal Commissioner for further penal action including blacklisting.
7. If it is found that closely related persons as in clause herein above have submitted separate tenders / quotations under different names of firms / establishments but with common address for establishments / firms and / or if such establishments / firms though they have different addresses are managed or governed by the same person / persons jointly or severally, such tenders shall be liable for action as in clause 5 (a) including similar action against the firms / establishments concerned.
8. If after award of contract, it is found that the accepted tenderers violated any clause of the contract, it shall be liable for cancellation at any time during its tenure in addition to penal action against the contractors as well as related firms/ establishments.
9. The tender may be considered incomplete, irregular and invalid unless:
  - It is signed by the proprietor, named managing partner or all partners or by the party or parties stating specifically their position and status at the following three places:
    - (a) The printed undertaking addressed to the Municipal Commissioner.
    - (b) The authority letter from the manufacturer /agent / traders who have submitted the tender.
  - The names and address of all the partners are given in the space provided therefore.
10. The amount quoted shall include for provision of all necessary labour, plant, equipment, scaffolding and centering, etc.
11. Any addition / alteration / omission required for any work shall be carried out only after obtaining prior approval of the Engineer in writing, no extra payment shall be made in this regard.



12. The rate quoted shall be inclusive of transporting and disposal of surplus excavated material / debris and any other material raised out and no separate payment shall be made.
13. The Contractor shall clear off from the site any scrap materials which will be obtained on demolition of the buildings or existing machineries. The Contractor shall take into account during his bid the rebate on salvage value of these materials.
14. The Municipal Commissioner/MCGM does not bind himself to accept the lowest or any tender.
15. The tenderers shall indemnify and keep indemnified the MCGM against all damages or compensation payable by law in respect or in consequence, if any, accident or injury to any workman or any other person, women in employment of the contractors or any other sub-Contractor against all claims.
16. The contractor shall appoint carry out all the works required for Tree trimming, cutting, transplantation, plantation etc. in co-ordination with Garden Department staff. All required permissions, licenses, certificates, shall be procured by the Contractor at his own cost. The date and time of cutting and transplanting of trees as per permission should be informed to the office of concerned Zonal Dy. Supdt of Garden. As per direction in the NOC of tree authority, the photographs taken while transplanting of trees etc are required to be submitted (Soft copy also in form of C.D.) to office of concerned Zonal Dy. Supdt of Garden so as to ensure proper transplantation of trees. The plantation of trees should be as per norms of tree authority.
17. Income-tax Clearance Certificate in original shall be submitted as and when demanded.
18. The rate quoted shall include the cost of any small part essential for the proper execution of the work, if it remained to be included in the specification of the main items or in the description of items in schedule.
19. Tenderers / contractors shall note that first class quality of material and workmanship is expected.
20. The materials used shall conform to the related IS specifications (Bureau of Indian Standards) or other relevant standards as well as MCGM specified specifications wherever applicable. Directives of the Engineer in charge will be binding.
21. All necessary tests for verification of quality of material used for the work; as may be deemed fit shall be carried out by the contractor at his own cost. It is mandatory that minimum 80% of the tests carried with respects to works shall be carried out in Municipal Testing Laboratory (MTL). The remaining tests shall be carried out at agencies only with prior approval from MCGM. No separate payments will be made on this account.
22. The contractors will have to make good, without any extra payment any damage or loss to the Municipal property / private property while executing the work.
23. The tenderers shall not withdraw the offer until notice of non-acceptance is communicated to them or one hundred eighty days from the last date of submission of tender, whichever is earlier.
24. The tenderer shall submit detailed phase wise project implementation schedule for approval of the Engineer in charge before starting the work. Work shall be carried out as per priority fixed by the Engineer. Once the project implementation schedule is approved it can be altered only twice (if needed). The Contractor is bound to carry out the work as per the approved schedule.
25. The Tenderer shall take into consideration that they shall co-operate with MCGM to utilize the premises of Deonar Abattoir handed over to the Contractor for purpose like Bakri-Eid as decided by MCGM.



26. The work is to be carried out in phases without affecting the functioning of existing Abattoir. The site will thus be handed over to Contractor and taken over from him in parts as per approved project implementation schedule.
27. The electric supply connection is available at the present site. However same needs to be augmented for proposed project and hence electrical supply company charges/deposit/bills for using power for proposed works shall be borne by Contractor.
28. The contractor shall have to arrange to carry out the work during night time also as per urgency of the work, at no extra cost with prior permission in writing from competent authority.
29. Temporary huts for labours for this work as directed by engineer in charge may be permitted on work site in consultation with MCGM.
30. The contractor has to check health of all the labours employed by him at every fortnight and take precautionary measures and shall provide all necessary treatments as per advice of medical officer.
31. The water supply to the user department shall not be disturbed during execution of the work. Contractors shall make alternate arrangement for providing equivalent capacity tank to restore water supply at their own cost.
32. Contractor will be provided with potable water connection at one location only, with a separate meter, the same will be chargeable.
33. The contractors shall intimate the concerned authorities before starting the work and execute the work as per priority fixed by the Engineer. The inventory of serviceable and unserviceable material shall be taken jointly with Engineer's representative before dismantling.
34. No extra payment shall be made unless specified.
35. Before start of the work, contractors shall carry out surveying and levelling and establish benchmarks at regular intervals as directed by Engineer in Charge. No extra payment will be made on this account.
36. The contractor shall maintain the requisite registers (record) during execution of work.
37. The Contractor shall carry out the soil investigation to ascertain the safe bearing capacity and other necessary subsoil properties and submit the report for approval of Engineer in charge. No extra payment will be made for this.
38. The Contractor shall carry out and submit the design of foundation based on the detailed soil investigation report. The soil investigation report if provided by earlier consultant is attached in appendix for reference only, Contractor shall quote considering the appropriate foundation type. No extra payment will be made for change in design or type of foundation.
39. No separate payment will be made for dewatering the water in the trenches and foundation pits opened while executing excavation and other foundation works. The possibility of high-water table should be kept in mind while quoting the rates.
40. While excavating the trenches for foundation utmost care shall be taken that the foundation of adjoining structures will not be disturbed. If disturbed, the same shall be rectified by the contractors at their own cost to the satisfaction of the Engineer.
41. Materials brought on the site or debris will not be allowed to be stacked in passages or in the car parking area.
42. The contractors shall make adequate shielding arrangement by putting necessary hoardings, screen or gunny bags, etc. so as to avoid any accident or nuisance to the



occupants during the work without any extra payment. Utmost care shall be taken so as to protect the animals.

43. After completion of the waterproofing work, the leakage test shall be carried out after impounding the water and plugging the openings at least for ten days, without any extra cost.
44. Notwithstanding the source, the sand shall be washed using electrically operated sand washing machine, before use.
45. Reinforcement bars shall be purchased either from such manufacturers who manufacture the steel with the basic process or their authorized dealers. Original manufacturer's test certificate shall be insisted. Test certificate in photocopy or other form will not be accepted. Reinforcement bars shall be embossed with manufacturers name in the form of half embossed and half printed. Engineer's decision regarding make of the steel will be final and binding on the contractors.
46. The centering shall be insisted only in double stage self-supporting steel scaffolding and M S plates and M.S. pipe adjustable props for which no extra payment will be made.
47. Formwork of R.C.C. shall be of M.S. centering and shuttering to make concrete Structure and provide form finish. The contractors shall specially fabricate the steel shuttering.
48. Engineer-In-Charge reserves the right to alter / reduce the scope of the work.
49. In case of any discrepancy in the plans and specifications, items to be operated shall be decided by the Engineer and the same shall be binding on the contractors without paying any extra cost.
50. The propping shall be done to the existing structure wherever necessary before taking up the demolition without any extra costs. All the safety measures for structures/workers/supervisors/machineries shall be taken by the contractors at their own cost.
51. While carrying out any works, contractors shall take adequate care / safety measures to prevent any accident.
52. The successful tenderer should provide sufficient number of security guards on site for 24 x7 till the completion of work without any charges & remuneration
53. **Third party inspection for machinery from Lloyds like companies etc. : Work to be open to Inspection and Contractor or Responsible agent to be present:** All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates, Consultant, and the Contractor shall at all times during the usual working hours, at all other times, during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer and his subordinates to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have responsible agent duly accredited in writing present for that purpose. Order given to the contractors' duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.
54. The contractors shall take photographs of the work at site before commencing, during execution and after completion of work, as directed and submit the same.
55. If directed by the Engineer, the contractors shall arrange to carry out the work during night time as per urgency of the work, at no extra cost.
56. After completion of the proposed work, the contractors shall hand over the site in neat and clean condition for which no extra payment will be made.



57. Surplus excavated material and debris generated after demolition is to be utilized for filling the low-lying areas in the Abattoir premises as per the directions of Engineer in-charge. The balance/ unused debris/excavated material shall be stacked properly on open space as directed by Engineer in Charge so that it can be used for further phases of work. Contractors will not be paid any extra charges for all above stated activities. In case of any discrepancy, the Engineer in Charge's decision shall be final and binding on the contractors. However, the surplus excavated material/ debris, if required to be removed, will have to be removed from the site as directed by the Engineer in Charge within the time period without claiming extra charges.
58. Contractors to comply the Circular U/No Dy CE/ 1109/ (BP) Spl. Cell dt 27.08.2018 that successful Contractor has to obtain the SWM NOC & Submit the BG of requisite amount in addition to the BG required as per GCC before starting of the work as per the direction of Hon'ble Supreme court dt 15.03.2018. **Regarding disposal of construction debris and solid waste generated by the activity of construction of building at designated sites, the guidelines issued by any court or competent authority shall be strictly followed by the contractor.**
59. **The unserviceable materials shall be carted away by the contractors at their risk and cost. No separate payment will be made for this activity.**
60. For this project, contractors shall co-ordinate with the Project Management Consultant or their representatives and follow up the matter with them, whenever necessary for the smooth / speedy execution of the work in the best possible manner.
61. Contractors shall make the arrangement for necessary water supply for the execution of work along with storage tanks of required sizes as directed by Engineer In-Charge. No extra cost for this shall be paid.
62. For all Cement Concrete works covered under the scope of this tender, only READY-MIX CONCRETE shall be used except for nominal mixes wherever specified. On site mixing of concrete (instead of Ready-Mix Concrete) may be allowed only in rare cases when the total quantity of Reinforced Cement Concrete / Cement Concrete does not exceed 5.0 m<sup>3</sup> on that particular day, with the approval of the Engineer. However, in such cases, the concrete shall be as per mix design and machine mixed. The decision of Engineer In-charge shall be binding on the contractor.
63. Since it is proposed to carry out the work in phases, contractors of this phase shall co-ordinate with all other contractors appointed by MCGM as may be necessary from time to time for any works related to the property / in the premises.
64. Contractors shall make necessary arrangement for diversion of storm water flow while the work is in progress/in monsoon to avoid flooding in the abattoir premises and peripheral area. Necessary permissions for the same from respective authorities shall be obtained by the contractors.
65. All Insurances to be effected on behalf of the Corporation by the contractors shall be taken out from the Director of Insurance, Maharashtra State, Grih Nirman Bhavan (MHADA), 1st floor, Room 264, Opp. Kala Nagar, Bandra, Mumbai 400 051. In case the insurance cover is not offered by Maharashtra State Insurance Fund then that cover shall be taken out from the insurance company/companies approved by the Maharashtra state Insurance Fund.
66. If it is observed that contractors carrying out the work fail to comply with the instructions given by the AMC/MC during execution of work twice, the work shall be deemed to have



- been terminated and will be carried out at the risk & cost of the Contractors and penal action will be taken against them. This decision shall not be contested at all.
67. The above condition will be in addition to the relevant conditions in General conditions in General Condition of Contract regarding cancellation of full or part of the work, finality of the decisions on the disputes, differences or claims raised by the Contractors relating to any matter arising out of the contract.
  68. The Contractors shall supply the adequate number of labours for shifting of furniture's / equipment/machinery/cupboards etc. as and when required for carrying out works for which no extra payment will be made.
  69. Temporary huts for labors for this work as directed by engineer in charge may be permitted on work site in consultation with the respective Assistant Commissioners of concerned ward/and bib feel to the following conditions or any other condition imposed by the Assistant Commissioner
  70. Photographic monthly progress report in the prescribed Performa shall be submitted through the project management consultant before 2nd day of every month. The photograph should be taken before, during progress and after the work. Failing which penalty as per SGCC-2016 will be imposed.
  71. Contractors shall provide temporary accommodation in the form of porta cabins as per requirement in the available open space in consultation with the user department, consultants and as directed by the Engineer in Charge, for which no extra payment shall be made.
  72. Noise level shall be maintained within permissible limits in silent zone areas during the construction activities by Contractor as per the notification dated 14/02/2000 issued by Ministry of Environment and Forest and circular issued by MCGM under no. CE/PD/7738/1 dated 05/11/2008.
  73. The tenderer(s) shall own all the necessary machinery such as Poclairn, JCB, Pneumatic breaker, dewatering pumps, 10/12 MT roller and other machineries as per the direction of Engineer in Charge and must make available throughout the duration of the contract
  74. If the Contractors fails to renew the B.G. submitted in lieu of Contract deposit/ Security deposit/Mobilization advance/ Machinery advance etc. well in advance, a penalty of Rs.1000/-per day will be recovered from the date of expiry of B.G.
  75. Circular no. CA/FRD/I/06 dated 02.05.2012 regarding submission of bill and circular no. CA/FCE/II dated 02.07.2013 regarding expeditious settlement of final bills shall be applicable.
  76. The Contractor shall give the test certificates for each and every equipment at the time of supply as per the directions of Engineer in Charge.
  77. Tenderers shall note that they should execute the work as per the requirement of Indian Electricity Act, Fire Brigade, I.S., Building Bye Laws of Corporation, Minimum Wages Act, and Factories Act. They should also fulfil all requirements of Supply Companies and any other statutory bodies, which are applicable in Mumbai.
  78. All necessary NOC's and clearances from authorities such as Ministry of Environment and Forest, Pollution Control Board, National green Tribunal, Factory inspector, C.F.O. NABCB, and other relevant MCGM/ State Government / Central Government authorities required for successful completion and commissioning of the work shall be obtained by the contractor. Contractor shall bear all the charges for obtaining such NOC's or clearances. No reimbursement will be made for this.
  79. Contractor shall get the ETP plant approved from MSDP before and after the execution.



80. If any deviation in the approved plans is needed and allowed, the Contractor shall take pre-approvals from all relevant authorities including B.P. special cell.
81. The proposed pig unit and Admin building are at the same location as of existing, thus the functions and occupants of these structures need to be shifted to other structures along with necessary facilities so as to continue their functioning. The Contractor shall make available the labour for shifting and also the sequence of work shall be planned considering this. Necessary facilities like water supply, toilet, electricity etc. shall be provided by the Contractor to the places of temporary accommodation. No extra payment will be made against this.
82. **Site Chowky:** On receipt of the work order the Contractor will have to erect readymade site chowky/ office and godown/store. He shall have to obtain permission from the competent authority and shall get approval for the site chowky/ office and godown/store at the location proposed by Engineer or may allot suitable location. Porta cabin/container shall preferably admeasure 12.2m x 2.5 m with 2 doors and proper ventilation. It shall have toilet facility and lightning arrangement. The container should be equipped with electric supply, Air conditioner, Fans, sufficiently big tables, chairs, water filter and cupboard with locking arrangement etc. one advanced Computer/ Laptop with a printer, scanner and internet facility for day-to-day work of M.C.G.M staff and Consultant. The Site container will have to be removed from the site, leaving the site clear of all material within the period of thirty days from the date of completion of work. In case of failure to do so, the container will be demolished without any intimation to the Contractor at their risk and cost and no request for compensation will be entertained If container with necessary requirements is not provided within 30 days from the receipt of work order, a penalty of Rs.1500/- per day and additional Rs.1500/- per day if computer is not provided will be imposed.
83. The structures in the premises are scattered in the plot area of 64 acres. Hence the Contractor at his own cost shall provide suitable site vehicle for the Municipal Engineers to supervise the work.
84. Clarification on the parameters in the “Tender Reforms” is applicable to the tenderer as per circular u/no. MDD/9945 dated 30/01/2017. (Copy of this circular also uploaded on Home Page of MCGM portal. (<http://portal.mcgm.gov.in>))
85. **Barricading shall be provided free of cost as per Circular vide U/No. MGC/F/6342 dated 5.5.2018 and as per its Annexure I, II and III of Standard drawings and specifications with slogans and department wise colour codes.”** During the course of execution of project, if it is noticed that the contractors have not provided barricading then a penalty of Rs.1000/- per meter per day will be imposed upon the Contractor and will be deducted from the due Bill. This penalty shall be a part of penalty as per tender condition or Circular. Details of the work shall be prominently displayed on the central panel of the barricades along-with the Social Slogans as given in Annexure III of the circular and the Cycle of the same shall be maintained. The Contractor shall provide and install the barricading along with the slogans printed as per the circular and its Annexure III, at his own cost and no payment will be made for this, however the Contractor shall quote the bid accordingly by considering the cost of barricading.
86. The contractor shall furnish undertaking to the effect that the work will be completed within the stipulated time (Please refer circular No. AMC-ES-2700 dated 27.05.2019)
87. Labor cess @1% will be deducted from all running/final bills.



88. Disposal of Construction and Demolition waste, shall be done in accordance to the Circular no: Dy.Ch. Eng/SWM/3957 dated 28.09.2018.
89. The Grievance from bidders shall be addressed by Grievance Redressal Committee (GRC) as per Circular No. DyChE/CPD/2025, dated 01.09.2021
90. The amendment in arbitration clause is standard G.C.C of 2016 for construction work shall be as per circular u/no. MGC/F/8659, dated 07.09.2019



**SECTION 11**  
**SPECIFICATIONS & SELECTION OF MATERIAL**



## SPECIFICATIONS & SELECTION OF MATERIALS

The details of Structures to be executed under this Contract will be as per Volume B specifications of the civil and selective electrical items of the latest USOR shall be applicable for this tender unless otherwise stated. The specifications are available on MCGM portal <http://portal.mcgm.gov.in> under the Tender tab. Hence the deserving Contractor shall either download the same from MCGM portal or the same may be collected in the soft copy format at the time of purchasing the tender from this office. Bidder shall refer the IS 4393(up to date) for other details. Detailed specification of civil, electrical and mechanical work including specifications of the slaughter machinery and equipment are given separately in Volume II of the Tender document.

### 10.1. Selection of material for civil works

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



**SECTION 12**  
**FRAUD AND CORRUPT PRACTICES**



## FRAUD AND CORRUPT PRACTICES

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.
- For the purposes of this above Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - A. **“corrupt practice”** means  
  
the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or  
save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - B. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - C. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
  - D. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding



Process; or (ii) having a Conflict of Interest; and

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

For the purposes of this Sub-Clause:

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



- ix. "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive 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.

Interested parties shall submit their queries/ suggestions well in advance to the authority through email at [dyce.bces@mcmgm.gov.in](mailto:dyce.bces@mcmgm.gov.in). The subject shall clearly bear the following identification/ title: **"Queries/ Suggestions for Pre-bid meeting: Tender for Modernization of Deonar Abattoir on Turn-Key Basis (Global Tender): Phase I (B)**. Any changes in mail ID will be intimated on the portal.

**Note:** The bidder shall submit their suggestions / objections/ queries, minimum three days before the pre-bid meeting, by email only to -ee01dyce.bces@mcmgm.gov.in & ae07dyce.bces@mcmgm.gov.in

Pre- Bid Meeting venue	Office of Director (E.S. & P.) 3rd Floor, MCGM Head Office Annexe Building, Mahapalika Marg, Mumbai- 400 001.
Pre-Bid Meeting Date & Time	30.03.2022 at 11.30 Hrs.



**SECTION -14**

**LIST OF APPROVED BANKS**



## LIST OF APPROVED BANKS

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

### List of approved Banks: -

Please refer circular No. cm. CA/FBK-241 dated 27.11.2019

### List of approved Banks: -

<b>A</b>	<b>S.B.I and its subsidiary Banks</b>
1	State Bank Of India.
2	State Bank of Hyderabad.
3	State Bank of Mysore.
4	State Bank Patiala.
5	State Bank of Saurashtra.
6	State Bank Travancore.
<b>B</b>	<b>Nationalized Banks</b>
7	Allahabad Bank.
8	Andhra Bank.
9	Bank of Baroda.
10	Bank of India.
11	Bank of Maharashtra.
12	Central Bank of India.
13	Dena Bank.
14	Indian Bank.
15	Indian Overseas Bank.
16	Oriental Bank of Commerce.
17	Punjab National Bank.



18	Punjab & Sindh Bank.
19	Syndicate Bank.
20	Union Bank of India.
21	United Bank of India.
22	UCO Bank.
23	Vijaya Bank.
24	Corporation Bank.
<b>C</b>	<b>Scheduled Commercial Banks</b>
25	Bank of Madura Ltd.
26	Bank of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhana Lakshmi Bank Ltd.
33	Federal Bank Ltd.
34	IndusInd Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation & Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.



<b>D</b>	<b>Schedule Urban Co-op Banks</b>
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	JanataSahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
<b>E</b>	<b>Foreign Banks</b>
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank of Tokyo Ltd.
72	Bankindosuez.
73	BanqueNationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong& Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.



**SECTION –15**  
**APPENDIX**



**APPENDIX**  
**Appendix I**  
**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/Instructions 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. All Articles of Tender Documents
- vi. Specifications.
- vii. Special directions
- viii. All Appendix and Annexures.

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

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

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

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



way related or concerned with the establishment /firm or any other person, who have filled in the tender for the aforesaid work.”

2. I/We hereby tender for the execution of the works referred to in the aforesaid documents, upon the terms and conditions, contained or referred to therein and in accordance with the specification’s designs, drawings and other relevant details in all respects.
3. According to your requirements for payment of Earnest Money amounting to Rs. /- (Rs.

)

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

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

Address

Yours faithfully,

.....  
.....

Digital Signature of the  
Tenderer or the Firm

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



Full Name and private residential address of all the partners constituting the Firm		
		A/c No. ..... .....
1.	..... .....	Name of Bank
2.	..... .....	..... .....
3.	..... .....	Name of Branch
4.	..... .....	..... .....
5.	..... .....	Vender  No .....





- g) Detailed Engineering Drawings
  - h) Standard General Conditions of Contracts (GCC) & Special Directions to tenderer
  - 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

Contractors

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

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



**APPENDIX- II**  
**(Envelope A)**  
**Details of Applicant**

1. (a) **Name of Bidder:**
  - (b) **Country & date of incorporation:**
  - (c) **Address of the corporate headquarters and its branch office(s), if any, in India:**
  - (d) **Telephone No.**
  - (e) **Email & Fax No.:**
  - (f) **Mob. No.:**
  
2. **Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:**
  
3. **Details of individual(s) who will serve as the point of contact/ communication for the Authority:**
  - (a) **Name:**
  
  - (b) **Designation:**
  
  - (c) **Company:**
  
  - (d) **Address:**
  
  - (e) **Telephone Number:**



**(f) E-Mail Address:**

**(g) Fax Number:**

**4. Particulars of the Authorized Signatory of the Applicant:**

**(a) Name:**

**(b) Designation:**

**(c) Address:**

**(d) Phone Number:**

**(e) Fax Number:**

**5. Details of Earnest Money/Bid Security Deposit As per RFP**

**6. Details of Tender Document Fee (Receipt of Payment) / Details of DD for Downloading Tender from website. (Enclosed)**



**Yours faithfully,**

**Date:** (Signature, name and designation of the Authorized Signatory)

**Place:** Name and seal of the Applicant





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

Signature of Tenderer/Bidder



## Annexure C

(On Rs. 500/- Stamp Paper)

### DECLARATION CUM INDEMNITY BOND

I, \_\_\_\_\_ of \_\_\_\_\_, do hereby declared and undertake as under.

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company \_\_\_\_\_ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declare that I \_\_\_\_\_ in capacity as Manager/Director/Partners/Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as banning(for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.
3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as \_\_\_\_\_ of \_\_\_\_\_.
4. I further declare that if I am allotted the work and I fail 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 GUARANTEE IN LIEU OF CONTRACT DEPOSIT**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN

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

\_\_\_\_\_ inhabitants carrying on business at \_\_\_\_\_ in Mumbai under the style and name of Messer's \_\_\_\_\_ (hereinafter referred to as 'the contractor') 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 Contractor have submitted to the Commissioner tender for the execution of the work of " \_\_\_\_\_ and the terms of such tender /contract require that the Contractor 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 Contractor 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 contractor, 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 Contractor are constituents of the Bank and in order to facilitate the keeping of the accounts of the contractor, the Bank with the consent and concurrence of the contractor 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 contractor ( hereby testified ) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do , a sum not exceeding in the whole Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) under the terms of the said tender and /or the contract . The B.G. Is valid up to \_\_\_\_\_ "Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. \_\_\_\_\_ only and guarantee shall remain in force up to \_\_\_\_\_ unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter"

IN WITNESS WHEREOF

WITNESS(1) \_\_\_\_\_

Name and \_\_\_\_\_

address \_\_\_\_\_



WITNESS(2) \_\_\_\_\_

Name and \_\_\_\_\_ the duly constituted Attorney Manager

address \_\_\_\_\_

the Bank and the said Messer's \_\_\_\_\_

\_\_\_\_\_ (Name of the Bank)

WITNESS(1) \_\_\_\_\_

Name and \_\_\_\_\_

address \_\_\_\_\_

WITNESS(2) \_\_\_\_\_

Name and \_\_\_\_\_

For Messer's \_\_\_\_\_

address \_\_\_\_\_

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

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



### Annexure – D

The list of similar works as stated in para 'A' of Post qualification during last 10 years–

Sr. No.	Name of the Project	Name of the employer and address & contact no	Description of work	Stipulated date of completion	Actual date of completion	Standards to which machine adhere to	Actual Cost of work done	Country of Supply
1	2	3	4	5			6	7

**NOTE:**

- i. 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 annexure.
- ii. Sale Receipts, 3<sup>rd</sup> Party Inspection Reports and Relevant Certificates shall be furnished in the above annexure.
- iii. Works shall be grouped financial year-wise.



**Annexure - E**

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

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



### Annexure F

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

Name of the Project	Name of the Employer	Cost of the Project	Date of is-sue 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 annexure.



**Annexure G**

**Information about Last sale/Supply**

<b>Sr. No.</b>	<b>Description of Machinery</b>	<b>Name of Manufacturer</b>	<b>Client Name</b>	<b>Standards to which machine adhere to</b>	<b>Date of Sale</b>	<b>Supply</b>	<b>Installation</b>	<b>Commissioning</b>	<b>Email address of client</b>



**Annexure H**

**TECHNICAL PERSONNEL:**

Sr. No.	Post	Name (Prime Candidate/ Alternate)	Qualification	Work Experience	
				No. of Years	Name of Projects
1					
2					
3					
4					

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



**Annexure I**  
**MACHINERY:**

Sr. No.	Equipment	Number	Leased/Assured access
1	2	3	4

Sr. No.	Equipment	Number	Owned
1	2	3	4

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



## Annexure J

Details of Existing Commitments and ongoing works –

Description of work	Place	Contract No. & Date	Name & Address 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 annexure.



## Annexure K

Details of works for which bids are already uploaded

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

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



**Annexure M**

Information on Litigation History in which the tenderer is involved.

<b>Other Party (ies)</b>	<b>Employer</b>	<b>Cause of dispute</b>	<b>Amount in words</b>	<b>Remarks showing present status</b>

**Note: Scanned self-attested duly digitally signed/Attested copies of the documents should be annexed and uploaded.**



Annexure N

**DEVIATION STATEMENT FORM A & B**

**PART-A**

**TECHNICAL DEVIATION STATEMENT FORM**

(Please see clauses of Instructions to Bidder's)

1) The following are the particulars of deviations from the requirements of the tender specifications.

CLAUSE/SECTIONS/PART/S.NO REMARKS	DEVIATION  (Including justification)
--------------------------------------	--

The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated

Signature and Seal of the Bidder

**Note:**

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".



**Annexure O**

**Format of BANK GUARANTEE FOR PERFORMANCE SECURITY**

Date: 05.03.2021

To,  
Municipal Commissioner  
MCGM

In consideration of “**Municipal Corporation of Greater Mumbai.**” (hereinafter referred as the “**Client**”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns)

having awarded to

“**Name.**” having its office at **Address** hereinafter referred to as the “**Contractor**” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns),

a contract by issue of client’s Contract Agreement no. / \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at \_\_\_\_\_ including GST for “\_\_\_\_\_ (Hereinafter called the “**Contract**”), and the Contractor having agreed to furnish a Bank Guarantee to the Client as “**Performance Security** as stipulated by the Client in the said contract for performance of the above Contract amounting to \_\_\_\_\_

We, .....having registered office at ....., a body registered/constituted under the .....(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all money payable by the Contractor to the extent of \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the contractor. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.



The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Contractor. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Contractor any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without

proceeding against the Contractor and notwithstanding any security or other guarantee that the Client may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein,

- a) Our liability under this Bank Guarantee is limited to \_\_\_\_ and it shall remain in force up to and including \_\_\_\_ and shall be extended from time to time for such period as may be desired by \_\_\_\_\_." on whose behalf this guarantee has been given.
- b) This Bank Guarantee shall be valid up to \_\_\_\_\_.
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of claim period).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)



**Annexure P Fin-1**

Contractors will fill data in Item Data tab in Service Line Item via details and quote his “Lumpsum Amount for Turnkey project” and “Comprehensive Service and Maintenance Cost”.

Name and location of work	Tenderer’s Bid
<b>Modernization of Deonar Abattoir on Turn-Key Basis (Global Tender): Phase I (B)</b> - Appointment of Contractor for Design, Engineering, Supply, Installations, Testing and Commissioning (SITC) of Slaughter House Machineries for Sheep/Goat, Buffalo and Pig including Civil works and Comprehensive Service and Maintenance (CSM) of Machineries, Civil works and Allied works of Abattoir on plot bearing CTS No. 1(pt), 2(pt), 3 (pt) of Village Deonar and 7(pt) of Village Borla in M/E ward, Govandi, Mumbai.	
<b>Total Bid (A)</b>	

**Note: The Fin-1 form shall be the format of uploading Turnkey Fee and CSM Fee in Packet C. This form should not be submitted with Packet A and Packet B.**



**SECTION 16**  
**CIRCULARS**



CIRCULARS

Some of the circulars are attached herewith for ready reference

**BRIHANMUMBAI MAHANAGARPALIKA**

**CIRCULAR**  
2020-21

No.CA(F)/Project/ 32 of 26.10.2020

**Sub : Bid Security or EMD**

**Ref : No.MDD/7878 of 27.09.2016**

The MCGM's tender conditions have been amended and Standard Bid Document has been circulated vide No.MDD/7878 of 27.09.2016.

The condition of refund of Bid Security or EMD incorporated in SBD, is as follows :-

- (i) The Bid Security of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.
- (ii) The Bid Security/EMD of L-3 and bidders shall be refunded immediately after opening of financial bid but **the EMD/ASD submitted by the L-2 bidder will be returned after obtaining Standing Committee Resolution.**

In recent past, due to COVID-19 pandemic, various benefits and relief are given to contractor for ease of doing business and to maintain their cash flow. Further, the Statutory Committee meetings are not held in this pandemic situation. Hence, the condition of refund of Bid Security/EMD and ASD is reviewed and revised condition for all invited tenders wherein Statutory Committee's sanction has not been accorded and forthcoming e-tenders –

- (a) The Bid Security/EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.
- (b) 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.

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(c) 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 above revised directives shall come into effect immediately on issuance of this circular.

All Chief Engineers/Head of Departments/Deans shall note the above directives and follow them scrupulously.

Sd/-13.10.2020  
C.A.(W.S.S.D.)

Sd/-13.10.2020  
C.A.(Finance)i.e

Sd/-13.10.2020  
D.M.C.(Infra)

Sd/-13.10.2020  
D.M.C.(E)

Sd/-13.10.2020  
Dir.(ES&P)

Sd/-16.10.2020  
A.M.C.(P)

Sd/-23.10.2020  
Municipal Commissioner

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## बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२०-२१

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

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

- संदर्भ: १) महाराष्ट्र शासन परिपत्रक क्रमांक संकीर्ण १०२०/प्र.क्र./१००/२०२०-व्यय-१२ दिनांक २९ जूलै, २०२०  
२) परिपत्रक क्र.उपप्रले/व्यय/ 1/०६ दिनांक १०.०८.२०२०  
३) क्र.प्रले(वित्त)/प्रकल्प/२० दिनांक २०.०८.२०२०  
४) क्र.प्रले(वित्त)/प्रकल्प/२१ दिनांक ०७.०९.२०२०

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

१. नव्याने मागविण्यात येणाऱ्या निविदांमध्ये कार्यतुरूप हमीपत्र (Performance Guarantee) कंत्राटदारांकडून घेण्यात येऊ नये.
२. परंतु, सदर कामासाठी, स्वीकृतीपत्र (Letter of Acceptance) प्राप्त झाल्याच्या दिनांकापासून ३० दिवसात २% कंत्राट अनामत रक्कम म्हणून सदर कामाचा दोष दायित्व कालावधी पूर्ण होईपर्यंत वैध असलेले बँक हमीपत्र प्राप्त करणे आवश्यक असेल तसेच काम पूर्ण झाल्यानंतर ५०% रिट्टेन्शन मनीचे अधिदान केल्यानंतर उर्वरित ५०% रिट्टेन्शन मनी परत करताना सदर कामाचा दोष

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

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

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

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

  
प्रमुख लेखापाल (पा.पु.म.नि.)

अतिरिक्त आयुक्त (प्रकल्प)

  
प्रमुख लेखापाल (वित्त)प्र.

महानगरपालिका आयुक्त

## बृहन्मुंबई महानगरपालिका विधी खाते

परिपत्रक क्र. ०३ दि.२२.०६.२०२१

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

संदर्भ - १. एमजीसी/एफ/४६८२ दि. १६.०६.२०२१

२. सीए/एफआरजी/२८० दि. २१.०६.२०२१

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


खालील तक्त्यामध्ये दर्शविल्याप्रमाणे सुधारित विधी व लेखन साहित्य आकार (एकत्रितरित्या) विहित करण्यात आले आहेत.

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

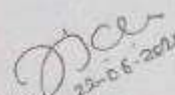
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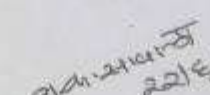
६	रु. १०,००,००९/- ते रु. २०,००,०००/-	रु. १५,०६०/-
७	रु. २०,००,००९/- ते रु. ४०,००,०००/-	रु. १६,९६०/-
८	रु. ४०,००,००९/- ते रु. १,००,००,०००/-	रु. १८,८३०/-
९	रु. १,००,००,००९/- ते रु. १०,००,००,०००/-	रु. २२,२२०/-
१०	रु. १०,००,००,००९/- ते रु. २०,००,००,०००/-	रु. २५,६५०/-
११	रु. २०,००,००,००९/- ते रु. ३०,००,००,०००/-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

  
(रंजना मनी)  
३०/०६/२०२१

प्रशासकिय अधिकारी  
विधी खाते

  
(संदीप पाटिल)  
२२/०६/२०२१

उप कायदा अधिकारी  
(हस्तांतरण १ व २)  
विधी खाते

  
(अरुणा सावला)  
२२/०६/२०२१

कायदा अधिकारी  
विधी खाते


परिपत्रक

२०२१-२०२२

परिपत्रक क्र. दि.२२.०६.२०२१

प्रत ----- पुढील आवश्यक त्या कार्यवाहीकरिता अग्रेषित.

यांना माहितीकरिता व

  
२२/०६/२०२१  
प्रशासकिय अधिकारी (लेखा)  
विधी खाते

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# MUNICIPAL CORPORATION OF GREATER MUMBAI

No. ChE/BM/17809/II 07 JAN 2016

## CIRCULAR

Sub : Stamp Duty on Works Contract Agreement.

As per provision of Article 63 of Schedule I of Bombay Stamp Act, 1958, all agreement executed for various Work Contracts are chargeable for proper Stamp Duty as per Maharashtra Stamp (Amendment) Act, 2015 (Mah. Act No. XX of 2015) dated 24.04.2015. Hence circular under No. CE/PD/11127/II dtd.14.01.2010 circulated by this department is modified.

Stamp Duty payable to State Govt. on Contract Agreement and Bank Guarantee in respect of agreements/documents executed for all works supply with effect from 24/04/2015.

In view of the above, all Head of the Deptt.'s, Medical Officer/Supdt. of Hospitals and Deans of Medical Colleges/Hospitals and Asstt. Commissioners are hereby informed to comply the following :-

(I) To incorporate the following conditions in the tender documents for tenders to be invite/henceforth:-

(I) As per the provision made in Article 63 & Article 54, 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 of) (some other form) in its execution and includes a sub-contract, as under :-

**for Article 54, the following Article shall be substituted, namely :-**

**"54. SECURITY BOND OR MORTGAGE DEED,** where such security bond or mortgage deed is executed by way of security for the due execution of an office, or to account for money or other property received by virtue thereof, or by a surety to secure the due performance of a contract, or in pursuance of an order of the court or a public officer, not being otherwise provided for by the Maharashtra Court-fees Act.

0.5 per cent, for the amount secured by such deed subject to the maximum of ten lakh rupees :-

Provided that, where on an instrument executed by a person for whom a person stands surety and executes security bond or a mortgage deed, duty has been paid under article 40, then the duty payable shall be one hundred rupees."

### **Exemptions --**

Bond or other instrument, when executed, -  
(a) by any person for the purpose of guaranteeing that the local income derived from private subscriptions to a charitable

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dispensary or hospital or any other object of public utility shall not be less than a specified sum per mensem;

(b) under the rules made by the State Government under section 114 of the Maharashtra Irrigation Act, 1976;

(c) by a person taking advance under the Land Improvement Loans Act, 1883 or the Agriculturists Loans Act, 1884 or by their sureties as security for the repayment of such advances;

(d) by officers of the Government or their sureties to secure the due execution of an office or due accounting for money or other property received by virtue thereof.

Article 63 of Schedule I of Maharashtra Stamp Act.

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.	
(a) Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five hundred rupees.
(b) Where it exceeds rupees ten lakh.	Five hundred rupees plus 0.1% of the amount above rupees ten lakh subject to maximum of rupees twenty five lakhs.

Sd/-2.9.15                      Sd/- 3.11.15                      Sd/-5.10.15                      Sd/-9.12.12                      Sd/- 11.12.15  
 Dy.Ch.Engg. (BM)                      Ch. Engg.                      C.A.                      Director                      A.M.C.  
 (City)                      (BM)                      (Finance)                      (E.S.& P.)                      (WS)

Copy to :-

Copy forwarded for information & necessary action, please.

*Pashan*  
 2.1.16  
 Dy. Ch.Engg. (BM) City



## MUNICIPAL CORPORATION OF GREATER MUMBAI

### CIRCULAR

U/No.MGC/F/6342 dated 5.5.2018

**Sub.:** Revised guidelines regarding barricades being used during the execution of various infrastructure development projects by MCGM in Mumbai.

Various infrastructure development projects are being executed by MCGM for the betterment of citizens of Mumbai. During the course of execution of the projects, it is necessary to provide strong and secured barricading as a safety measure to avoid any mishaps as well as to avoid nuisance to vehicular and pedestrian traffic. Nowadays, the following types of barricades are being used exclusively in MCGM as per the convenience of various departments at different sites.

1. Water/sand fillable PVC Metro barricades.
2. RW 7.45 (G.I. sheets of 22 gauge fixed on 3 inch dia. Wooden bullies buried in existing road sufficiently)
3. RW 7.36 (G.I. sheets of 22 gauge fixed on MS Angle post buried in half the depth in drums of 20 litres capacity in 1:3:6 concrete)
4. Structural steel barricade for major trenches having depth more than 2.00 meters.

Thus from the above, it can be seen that there is no uniformity in provision of barricades as they are of different size and shape. Further it is also observed that the continuity is not maintained in providing the barricading keeping gaps in between thus endangering the safety of vehicular as well as pedestrian traffic. Also the barricades are not being cleaned, thus further adding to shabbiness. Further Mumbai being the financial capital of India, people from all over the world visit the city daily and to maintain good image of city the following decisions are taken.



### ANNEXURE III

#### **1) HYDRAULIC ENGINEER'S DEPARTMENT/ WATER SUPPLY PROJECTS**

- i) Inconvenience regretted
- ii) Ensuring Mumbai's water supply
- iii) Save water Save life

#### **2) ROAD, TRAFFIC / BRIDGES DEPARTMENT**

- i) Inconvenience regretted
- ii) Working towards a better tomorrow
- iii) My Mumbai, Green Mumbai

#### **3) SEWERAGE PROJECTS DEPARTMENT/ SEWERAGE OPERATIONS DEPARTMENT**

- i) Inconvenience regretted
- ii) Reduce Reuse Recycle
- iii) Clean Mumbai , healthy Mumbai

#### **4) STORM WATER DRAIN DEPARTMENT/ WARD WORKS**

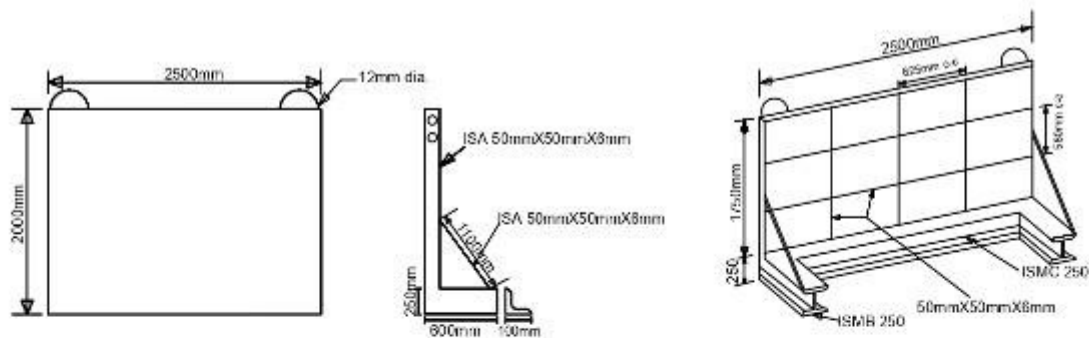
- i) Inconvenience regretted
- ii) Working towards a better tomorrow
- iii) Swatch Bharat



## ANNEXURE II

### B) Major works:

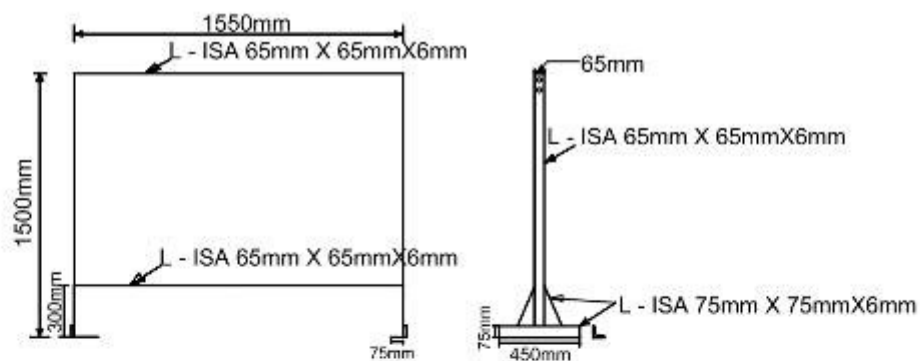
Providing, fabricating and installing the structural steel barricading made out of 1.5 mm thick M.S. plate of size 2500 mm X 2000 mm, ISMC 250 X 50 channels, M.S. Angles ISA 50 X 50 X 6mm and ISMB 250 as per IS 1161-1 RHS/SHS rolled angle plates of TATA Steel, Lloyd Steel, SAIL, ESSAR steel approved in straight profile of all sizes, shapes and for all works including stiffeners, bolts and nuts, file / butt welding, splicing, machine grinding, of all member joints wherever required to give neat appearance, and daily cleaning the barricading along with displaying of the Depthwise slogans as given in Annexure -III etc with interlocking arrangement to avoid gap in between and as directed by Engineer in-charge.



## ANNEXURE I

### **A) Minor work**

Providing, fabricating and installing the barricading made out of 1.5 m high M.S. Angle post of 65 mm X 65 mm X 6 mm with 1.5 mm thick M.S. Sheet of size 1.55 m X 1.2 m welded to the M.S. angle post/ frames and fixed to 75mm X 75mm X 6 mm angle base as shown in sketch for minor works , displaying of the social slogan as per the Annex - III, daily cleaning of the same to get better appearance and interlocking arrangement to ensure continuity in provision and to avoid gap in between etc complete and as directed by Engineer in-charge.



The condition shall be included in the tender as given below. “  
Barricading shall be provided free of cost as per Circular vide U/No.MGC/F/6342 dated 5.5.2018 and as per Annexure I, II and III of Standard drawings and specifications with slogans and department wise colour codes.” The copy of circular will be attached to the tender as a part of tender document.

This circular will be applicable for the new tenders proposed to be invited from 01.05.2018 and also the corrigendum shall be attached to tenders which are uploaded. However, for the projects wherein the tenders are already invited, the barricading shall be provided strictly as per tender condition. All the details (Annexure I, II & III of Standard drawings and specifications with slogans and department wise colour codes, sketches and department wise colour coding) are uploaded on MCGM portal.

This circular shall come in force with immediate effect.

sd/- 20.4.2018  
(Shri V.P . Chithore)  
**Dir.(ES&P)**

sd/- 20.4.2018  
(Shri R. B. Bambale)  
**D.M.C.(S.E.)**

sd/- 21.4.2018  
(Shri Vijay Singhal)  
**A.M.C.(E.S.)**

sd/- 21.4.2018  
(Dr. Shri Sanjay Mukherjee)  
**A.M.C.(P.)**

sd/- 5.5.2018  
(Shri Ajoy Mehta)  
**M. C.**

sd/-16.5.2018  
(Shri P. R. Kadam)  
**D.M.C.(S.E.)**



- A) Only two type of barricades having department wise colour coding are proposed to be used depending upon the nature of work i.e. Minor and Major.
- i) **Minor works:** Barricading made out of 1.5 mm thick MS plate fixed on M.S. angle post/ frame of 65 mm X 65 mm X 6 mm having height of 1.5 m supported on as shown in Annex-I.
  - ii) **Major works:** Structural steel barricade made out of 1.50 mm thick M.S. Plate ISMB 250, ISLC 250X50mm and ISA 50mmX50mmX6 mm having of size 2.5 m X 2 m as shown in Annex-II.
- B) The department wise colour coding for the barricading shall be as under:-
- i) H.E. & W.S.P. department – **Blue**
  - ii) Roads, Traffic, Bridges and Coastal Roads department– **Yellow**
  - iii) S.P. & S.O department – **Green**
  - iv) S.W.D., Building Maintenance department & for ward works – **Red**
- C) The basic principle behind installing secured and continuous barricading is to ensure the safety of vehicular as well as pedestrian traffic and residents in the nearby vicinity of the project. Due to non-installation of appropriate barricades on sites if any mishap occurs leading to injury or loss of life, then the contractor and contractor's Engineer in-charge will be liable for the consequent action.
- D) During the course of execution of project, if it is noticed that the contractor has not provided barricading then a penalty of Rs.1000/- per meter per day will be imposed upon the contractor and will be deducted from the due Bill. This penalty shall be a part of penalty as per tender condition.
- E) Details of the work shall be prominently displayed on the central panel of the barricades along-with the Social Slogans as given in Annexure III and the Cycle of the same shall be maintained.
- F) The contractor shall provide and install the barricading alongwith the slogans printed as per the Annexure III, at his own cost and no payment will be made for this, however the contractor shall quote the bid accordingly by considering the cost of barricading.
- 



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

Dy.Ch.E/ 1109 / (B.P) Spl. Cell dt. 27 AUG 2018

**Sub :-** Bank Guarantee amount to be recovered as per Supreme Court's order in SLP (Civil) No. D 23708/2017.

Reference is requested to the orders of the Hon'ble Supreme Court dtd. 15.03.2018 with regards to the disposal of construction debris and solid waste generated by the activity of construction of buildings at designated sites.

Reference is also requested to the circular issued u/no. CHE/DP/674/Gen dtd. 06.04.2018 and CHE/DP/2373/Gen dtd. 25.04.2018 (copy attached). As per the directions of the Hon'ble Supreme Court, in order to take cognizance of major issues as listed in the order, Bank Guarantee of requisite amount is required to be recovered before approval of building plans along with the C&D Waste Management plan from SWM Dept.

In this context, for Municipal works, Hon'ble M.C.'s sanction u/no. CHE/SPL/3302/E/337 (New) dtd. 29.07.2018 has been obtained for the following (copy attached)

- > Not to insist upon Bank Guarantee required as per the guidelines issued by MCGM vide policy circulars dtd. 06.04.2018 and 25.04.2018 in view of Supreme Court's orders dtd. 15.03.2018 at this stage subject to condition that BG of requisite amount will be insisted by MA /User dept., from successful contractor in addition to the BG that is required to be deposited as per tender amount and as per tender condition.
- > Not to insist upon SWM NOC required at this stage as per the guidelines issued by MCGM vide policy circulars dtd. 06.04.2018 and 25.04.2018 in view of Supreme Court's order dtd. 15.03.2018 subject to condition that Special condition will be incorporated in the tender itself stating that SWM NOC will be obtained by successful contractor before starting the work.

Accordingly Municipal Architect/ Dy.MA(HIC)/Dy.MA(SIC)/ Dy.MA(GIC) is requested to add the following conditions while approving the plans of proposed works as well as ongoing works as is being done by all the zonal BP offices for compliances of the same;

- 1) To incorporate tender condition to insist upon BG of requisite amount from successful contractor in addition to BG required as per GCC.
- 2) To incorporate tender condition to insist upon SWM NOC that will be obtained by successful contractor before starting of work.
- 3) That adequate safeguards shall be employed in consultation with SWM dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM.
- 4) That all the conditions and directions specified in the Hon'ble Supreme Court order i.e. as per SLP (Civil) No. D23708/2017 dtd. 15.03.2018 in the case of

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- dumping ground shall be complied with before starting demolition of structures and/or starting any excavation work/ construction work.
- 5) That the construction and demolition waste shall be handled and transported to the designated unloading site as per NOC issued by E.E.(SWM).
  - 6) That the record of C&D waste generated, transported and unloaded at designated unloading site shall be maintained at construction site and shall be submitted monthly on AutoDCR system.
  - 7) Also unloading site challan or receipt is mandatory to upload while updating transportation details (Annexure A). However SWM departments detailed remarks are required to be incorporated in regards to the same.
  - 8) Any breach of condition regarding debris disposal will entitle the cancellation of the building permission and the work will be liable to be stopped immediately.
  - 9) That the SWM NOC and Bank Guarantee shall be revalidated from time to time.
  - 10) The monitoring committee shall be entitled to inspect the record of the Municipal Corporation. In this regard it is to mention that, the requirements of the C&D Waste Management are monitored along with the compliances in the requisite format of SWM in order to notice the breach if any.

In view of the circulars issued u/no. CHE/DP/674/Gen dtd.06.04.2018 and CHE/DP/2373/Gen dtd. 25.04.2018, MA is also requested to take the cognizance of the Supreme Court order dtd. 15.03.2018 for the proposals where concessions have been already approved by Hon'ble M.C. before 15.03.2018 for the ongoing works that may be at different stages at present.

The list of the work for which concessions were approved by Hon'ble M.C. till date is attached herewith for ready reference for taking necessary action, as per orders of Hon'ble Supreme Court and in accordance with circulars dtd. 06.04.2018 and 25.04.2018. MA shall follow the same process as above for all other works that may have not been covered in the list attached herewith that may however be in progress at this stage.

**Municipal Architect**

Sd/-  
Dy.Ch.E.(BP)Spl.Cell

Copy to : Dy.C.E.(BC) City/ Dy.C.E.(BC) E.Sub/ Dy.C.E.(BC) W.Sub/Dy.Ch.E.(HIC) / Dy.C.E.(SIC) / Dy.MA(HIC)/ Dy.MA(SIC) / Dy.MA(GIC)/E.E.(GIC)

For information and to take necessary action please.

24/8/18  
Dy.Ch.E.(BP)Spl.Cell

नगर उपअभियंता  
इमारत बांधकाम विभाग  
पूर्व उपनगरे  
29 AUG 2018  
2810  
आवेक क्र.:

HC(Expd)/All AEs.  
Pl. go through & discuss.  
30/8/18  
नगर उप अभि. (इ. बांधकाम) विभाग  
पूर्व उपनगरे

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**MUNICIPAL CORPORATION OF GREATER MUMBAI** c/13

**Circular** No. D.M.C.S.W.M. 67, dated 6 APR 2018

Hon. Supreme Court of India has passed orders in the Special Leave Petition (Civil) No. D 23708 / 2017 dated 15/03/2018. Accordingly MCGM shall permit a builder or developer to carry on Construction at their sites for deposition of C & D waste subject to following procedure. The approval to the C & D "Waste Management Plan" (WMP) for transportation of C & D waste to designated unloading sites shall be provided by applicant on line.


**A) For Existing designated unloading sites -**

1. Consent Letter along with notarized documents from the land owner of the designated unloading site and mentioning Quantity of C & D Waste that can be accommodated along with time period.
2. Name, address, contact person of the transporting agency.


**B) For Approval of New C & D waste unloading sites -**


The builder/developer shall apply to Solid Waste Management Department with following details :-

1. The Owner/ POA shall submit an Application for the purpose of declaring the Site/Land as "Approved designated Unloading site" for unloading of C & D waste as per C & D Waste Management Rules, 2016.
2. The Application shall accompany with
  - (i) Property card and/ or 7/12 extract, Location Plan, Plot Boundary with Contour Map, Quantity of C & D waste which can be unloaded and Period.
  - (ii) Title Report from Advocate in practice having 5 years of experience, indicating the title of applicant.
3. The site will be inspected by Zonal E.E. (SWM) for its suitability for unloading of C & D waste within 15 days of application. If site is found to be acceptable, the Approval shall be granted to the new site as "designated unloading site" to receive C & D Waste. This site shall be made available for on line approval of C & D "Waste Management Plan".
4. The builder / developer shall pay Bank Guarantee online as per annexure-A based on the plot area of construction site.

  
Ch.E. (S.W.M.)

  
D.M.C. (S.W.M.)

  
A.M.C. (E.S.)

  
M.C. 5/4/18



Gen-79-2500 (1 to 5)

(19)

MUNICIPAL CORPORATION OF GREATER MUMBAI

CIRCULAR  
2015-16

No.Dir/ES&P/324 dated 15.07.2015

Sub:- New policy for governing extra/excess.

- Ref:-
1. Circular No.CA/FRD/I/11 dated 06.06.2009
  2. Circular No.CA/FRD/I/16 dated 08.06.2011
  3. Circular No.CA/FRD/I/57 of 13.03.2013
  4. Section No.73(a) and (b) of GCC - 2000.
  5. AMC(P)'s orders dated 11.05.2015
  6. Procedure adopted in PWD/CIDCO/MSEB etc.

At present the extra/excess proposals are dealt as per Decision Rules framed under circular No.CA/FRD/I/57 of 13.03.2013.

It was observed that the proposals which were submitted to Variation Committee are mainly for modification in scope of work and also for incorporating new works which is against the financial propriety/discipline. Since there was no cap on extra/excess percentage in the "Decision Rules" circular, the extra/excess were even beyond 50% of the contract cost came before the variation committee for approval. Considering the canons of financial discipline it was not proper to recommend such type of proposals and, therefore, the Hon'ble M.C. directed to review the existing "Decision Rules" and amend it suitably with a cap on extra/excess percentage.

To arrive at any conclusion, the policies of various other Govt. departments/organizations like PWD, MSEB, Airport Authority, BPT, Railways, CIDCO, BRTS Delhi etc. were scrutinized thoroughly and new policy for governing extra/excess has been framed.

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**Definition of the various terms are as follows :-**

'Extra' means additional or substituted items of work activity not included in the "Bill of Quantities and Rates", however such item of work are in the prevailing "Unified Schedule of Rates" of MCGM.

'Excess' means Increase in "Bill of Quantities" of the bidding documents.

'Savings' means decrease in "Bill of Quantities" of the bidding documents.

'Underground works' means the works below ground level such as foundation of buildings and other structures, works in sewerage projects, storm water drain, water supply projects and Hydraulic Engineer.

'Unforeseen works' means the work of bursting / leakages of water pipelines, settlement of sewage lines/manholes, settlement of storm water drains in city areas.

'General works' means all the works which are not covered under the definition of 'Underground works' and 'Unforeseen works'.

'Fair items' means additional or substituted items of work activity not included in the "Bill of Quantities and Rates", and even not existing in the "Unified Schedule of Rates" of MCGM at the time of tender.

**New policy for governing extra/excess**

- 1) The powers of approval of excess/extra/fair items are delegated according to the attached Statement 'A'.
- 2) The following exercise is mandatory in all the cases put up for administrative approval of Dir.(E.S.&P.)/D.M.C.(E)/D.M.C.(S.E.A) concerned A.M.C. and the Hon'ble M.C. as shown in attached Statement 'A' :-

(a) Feasibility of foreclosing the work shall be explored.

(b) In case, the foreclosure is not possible e.g. where all schedule members are exposed and the work cannot be entrusted to new



Gen-79

- 3 -

contractual agency etc., the HoD shall thoroughly justify and record the reasons in writing. Such approvals shall necessarily be the prior approvals i.e. before execution of such extra/excess items and be routed through C.A.(F)/C.A.(W.S.S.D.), as the case may be.

- 3) The directives issued vide circular No.CA/FRD/1/57 of 13.03.2013 of "Decision Rules" as to precautions to be taken while executing the works e.g. thorough site inspection, subsoil investigation, taking trial pits etc. as well as the penal action against the concerned engineering staff failing to make proper estimation i.e. point No.(i), (ii) (iii), (v), (vi) and (viii) shall remain applicable in toto hereafter also. However, the penal action will be initiated against the Consultant/Engineer if the cost of saving exceeds the limits as shown in Statement 'A'.
- 4) The "Decision Rules" framed and circulated apropos circular No.CA/FRD/1/57 of 13.03.2013 shall remain applicable for those extra/excess works which were executed before issuance of these amended rules/directives by obtaining prior administrative approval of competent authority, as the case may be.
- 5) The user departments are hereby directed to strictly follow the directives of the circular issued under No.CA/FDT/33 of 09.01.2008 as to issuance of certificate/undertaking and will not be allowed to alter/amend the scope of work originally approved on any pretext.
- 6) All the above directives shall be incorporated in the tender document/work order and agreement.
- 7) The continuation of existing service/maintenance contract beyond contract period is not permissible. In such cases, the HoD's should call the tenders well in advance so that the new agency will be available immediately after expiry of earlier contract. However, due to unforeseen reasons or retendering, the new agency is not appointed

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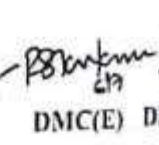

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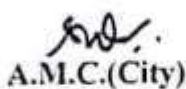
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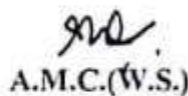
and situation compels to continue the work with earlier agency in that case prior approval of concerned A.M.C. with full justification is mandatory. Such prior approval shall be taken at least 3 months before the date of expiry of the contract. In case this procedure is not followed the concerned officials including the HoD shall be held responsible.

- 8) Prior administrative approval of the competent authority mentioned in the accompanying statement is mandatory for execution of extra/excess work or variation as mentioned above. However, if quantity of excess items executed in the work is less than 5%, prior/post facto approval of the competent authority shall be obtained.

These amended "Decision Rules" will come into effect immediately from the issue of this circular.

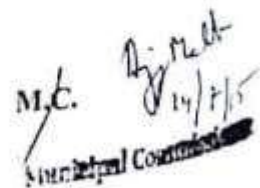
 CA(WSSD)
  CA(F)
  Ch. Engr. (M&E)
  Dir. (ES&P)
  DMC(E)
  DMC(SE)

 A.M.C. (City)

 A.M.C. (W.S.)

 A.M.C. (E.S.)

 A.M.C. (P)

 M.C. Municipal Commission

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**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**CIRCULAR**

**No.CA (F)/Project/31 Dt. 26/10/2020.**

**Subject:** - Revised Policy for Governing Extra-excess-saving

**Ref:-** 1. Circular No.CA/FRD/I/57 dt.13.03.2013.

2. Circular No. Dir/E.S.&P./324 dt.15.07.2015.

At present the extra/excess/saving proposals are dealt as per Decision Rules framed under circular No.CA/FRD/I/57 of 13.03.2013 &Dir/E.S.&P./324 dt.15.07.2015.

Hon'ble M.C. has directed to review the existing Decision Rules and amend it suitably. Accordingly, in view to exercising effective control over the extra/excess and speedy process of such proposal during execution of the work, the powers of approval of extra/excess /saving and Fair items are reviewed and delegated according to the attached modified statement-"A". Except this, other conditions of Circular No. DIR./E.S.&P./324 dt.15.07.2015 shall remain unchanged and will be applicable as it is.

The "Decision Rules" framed and circulated apropos circular No.CA/FRD/I/57 of 13.03.2013 and Dir/ES&P/324 of 15.07.2015 shall remain applicable for those extra/excess works which were executed before issuance of these amended rules/directives by obtaining prior administrative approval of competent authority, as the case may be.

The revised policy for governing Extra/Excess and Fair items will come into effect immediately from the issuance of this circular.

All Chief Engineers/ Head of Departments/Deans shall note the above directives and follow them scrupulously.

Sd/- 13.10.2020

**C. A. (WSSD)**

Sd/- 13.10.2020

**C. A. (Finance)l.c.**

Sd/- 13.10.2020

**D.M.C. (Infra)**

Sd/- 13.10.2020

**D.M.C.(E.)**

Sd/- 14.10.2020

**D.M.C.(S.E.)**

Sd/- 13.10.2020

**Dir.(E.S.&P.)**

Sd/- 16.10.2020

**A.M.C. (Project)**

Sd/- 23.10.2020

**Municipal Commissioner**



**Statement –A**

**(i) Extra/Excess/Saving**

Nature of work	Permissible limit of Extra/Excess/Saving and Approving authority		
	DMC(Infra)/ DMC(E)/ DMC(SE)/ Dir(ES&P)/ Jt.M.C.	Concerned A.M.C.	Municipal Commissioner
General Work/ Underground works/ Unforeseen works	(i) <u>Cumulative</u> amount of Extra/Excess/Saving in any <u>individual item</u> Upto Rs.25 Lakh And (ii) Total <u>Cumulative</u> amount of Extra/Excess/Saving <u>on all items</u> upto 5% of the total contract cost, but not exceeding Rs.1 crore	(i) <u>Cumulative</u> amount of Extra/Excess/Saving in any <u>individual item</u> Upto Rs.1crore And (ii) Total <u>Cumulative</u> amount of Extra/Excess/Saving <u>on all items</u> upto 15 % of the total contract cost, but not exceeding Rs.10 crore	(i) <u>Cumulative</u> amount of Extra/Excess/Saving in any <u>individual item</u> above Rs.1Crore And / OR (ii) Total <u>Cumulative</u> amount of Extra/Excess/Saving <u>on all items</u> above 15% of the total contract cost. And / OR <u>Cumulative</u> amount of Extra/Excess/Saving <u>on all items</u> exceeding Rs.10 Crores.
<b>Payment Terms:</b>			
<u>Excess Items</u> shall be paid as per the rates quoted by the tenderer at the time of tender			
<u>Extra Items</u> shall be paid as per the rate prevailing in "Unified Schedule of Rate" of MCGM at the time of tender at rebate quoted by the contractor or at Par in case of premium quoted by the contractor at the time of tender			

**(ii) Fair Item**

Nature of work	Permissible limit of Fair Item and Approving authority		
	DMC(Infra)/ DMC(E)/ DMC(SE)/ Dir(ES&P)/ Jt.M.C.	Concerned A.M.C.	Municipal Commissioner
For all nature of work	Total <u>Cumulative</u> amount of Fair <u>on all items</u> upto 2% of the total contract cost, but not exceeds Rs.20 Lakh	Total <u>Cumulative</u> amount of Fair <u>on all items</u> upto 5 % of the total contract cost, but not exceeds Rs.1 crore  (Other than the proposals in the purview of DMC/Jt.MC)	Total <u>Cumulative</u> amount of Fair <u>on all items</u> above 5% of the total contract cost. And / OR <u>Cumulative</u> amount of Fair <u>on all items</u> exceeding Rs.1 Crore.

**Payment Terms:**

Fair Items shall be got approved by the concerned DMC/Dir(ES&P)/Jt.M.C. The engineer in-charge shall work out these fair items at fair and reasonable market rates on the basis of material, labour and operation of construction equipment required to execute the item and allowing 15% to cover profits and overhead charges(i.e. including taxes, duties, etc.) On the same lines of rate analysis prepared for the items that are in "Unified Schedule of Rate" of MCGM.

The rates of Fair Items shall be valid for one year only. Moreover, no escalation will be admissible on the fair items till the completion of such works, in which the fair items are executed.

Fair Items shall be paid **at PAR** in case of premium quoted by the contractor, in newly created FAIR ITEM or item not included in prevailing "Unified Schedule of Rate" of MCGM at the time of tender. OR at rebate quoted by the contractor if it is already added in prevailing "Unified Schedule of Rate" of MCGM at the time of tender.

Sd/- 13.10.2020

Sd/- 13.10.2020

Sd/- 13.10.2020

Sd/- 13.10.2020

Sd/-14.10.2020

Sd/-13.10.2020

C. A. (WSSD)

C. A. (Finance).e.

D.M.C.(Infra)

D.M.C.(E.)

D.M.C.(S.E.)

Dir.(E.S.&P.)





**MUNICIPAL CORPORATION OF GREATER MUMBAI**

No. : MGC/M/1766 dtd. 15-12-2020

**C I R C U L A R**

Sub : Sub-contracting/sub-letting of MCGM works.

It is brought to the notice that while sub-contracting/sub-letting the works, the guidelines are being violated and the works are allowed beyond prescribed norms in S.B.D. / G.C.C. in MCGM works. To avoid such type of complaint/incidence, the following norms shall be strictly followed.

- 1) While allowing sub-contract/sub-letting the MCGM works, the norms prescribed in Standard Bid Document and General Conditions of Contract shall be strictly adhered to and no deviations be allowed/tolerated in any case by any HoD/Ch.Eng./D.M.C./ J.M.C.
- 2) In case any complaint is received regarding violation of the prescribed norms, the respective HoD shall enquire and verify the facts and initiate strict action as per the Tender conditions/Rules of Registration against the defaulting vendor / contractor.

Sd/- 27.11.2020  
Dir. (E. S. & P.)

Sd/- 03.12.2020  
A.M.C. (E.S.)

Sd/- 15.12.2020  
M. C.

No. : DIR/ES&P/249/MC dtd. 22-12-2020

**Copy to :**

City Engineer / Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / H. E. / Ch.Eng. (WSP) /  
Ch.Eng.(S.P.) / Ch.Eng. (S.O.) / Ch.Eng.(MSDP) / Ch.Eng. (BM) / Ch.Eng.(Vig) / Ch.Eng. (M&E) /  
Ch.Eng.(D.P.)/Ch.Eng.(SWD) / Ch.Eng.(SWM) / Ch.Eng.(CTIRC) / Ch.Eng. (Coastal Roads) /  
Dy. Ch.Eng.(HIC) / Dv.Ch.Eng.(SIC) / Supt. of Gardens / Asstt. Comm. Ward

Forwarded for information and necessary action please.

9/c

*[Handwritten Signature]*  
Dir. (E. S. & P.)

D:\FNO\2020\91P 4320\Note subletting contract

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No. : DIR/ES&P/249/MC dtd. 22-12-2020

C.C. to: Jt.M.C.(M.C.O.)/ Jt.M.C. (G.A.)/ Jt. M.C. (Imp.) / D.M.C. (S.F.) / D.M.C. (Engg.)/ D.M.C. (C.P.D.)/ Jt.M.C. (S.W.M.)/ D.M.C. (P.H.) / D.M.C. (Infra.) / DMC(Z-I) / DMC(Z-II) / DMC(Z-III)/ Jt.M.C(Z-IV) / Jt.M.C(Z-V)/ DMC(Z-VI)/ DMC(Z-VII) / C.A. (F) / C.A. (WSSD)

Forwarded for information please.

o/c

*[Handwritten Signature]*  
Dir. (E.S. & P.)

No. : DIR/ES&P/249/MC dtd. 22-12-2020

C.C. to:

Submitted please.

*[Handwritten Signature]*  
Dir. (E.S. & P.)

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

Sir/Madam,

Hon'ble M.C.

Sir,

o/c

02\FvB\2020\DIR 49229\Note subletting contract

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**MUNICIPAL CORPORATION OF GREATER MUMBAI**

DMC/SE/501/MC dt. 26/11/2019.

Sub: Guidelines / preventive steps to be taken for all the existing compound walls and the properties owned by MCGM.

Ref: 1. AMC/P/3425 dated 22.10.2019  
2. MGC/F/500 dated 15.11.2019

The part portion of the compound wall at Malad Hill Reservoir was collapsed on 02.07.2019 causing loss of life and property. The Technical Investigation Committee appointed by MCGM has given the following recommendations / suggestions to avoid such incidence in future.

1. The topography of the plots / properties owned by the MCGM shall be ascertained by the concerned department with slope stabilisation measures, if necessary.
2. The MCGM empanelled consultant appointed for any work shall be solely responsible for all the design parameters/ design aspects and calculations submitted by him / her to the Engineer-in-charge of the work.
3. For critical structures / structures on hilly areas, the design submitted by the empanelled consultant shall be peer reviewed by independent expert from the Institute such as VJIT, SPCE or IIT Bombay.
4. As regards (2) and (3) above, a specific condition shall be incorporated in the respective tender document to avoid any legal complications.
5. It shall be ensured that proper drainage system is available in the property / along the compound wall and the same is properly connected to the nearest nallah, beyond the MCGM property.
6. The encroachment / huts abutting to the existing compound walls of MCGM properties shall be removed by the concerned department / ward so as to avoid such incident in future.

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7. Proper inspection and periodical maintenance of the compound walls, Storm Water Drains shall be carried out, preferably before and after the monsoon.

The above guidelines shall be followed scrupulously to avoid such mishaps in future.

This circular will come in force with immediate effect.

Sd/- 15.10.2019  
(S.R.Argade)  
D.M.C. (S.E.) /c

Sd/- 15.10.2019  
(Pravin Darade)  
A.M.C. (P)

Sd/- 15.11.2019  
(Praveen Pardeshi)  
Municipal Commissioner

PS to MC / PS to AMC (City) / PS to AMC (ES) / PS to AMC (WS) / PS to AMC (Project)

Asst. Commissioner A / B / C / D / E / F / NORTH / E / SOUTH / G / SOUTH / G / North / H / East / H / West / K / East / K / West / L / M / East / M / West / N / P / North / P / South / R / North / R / South / R / Central / S / T

Asst. Commissioner (Planning) / Asst. Commissioner (Estate) / Asst. Commissioner (Market) / Asst. Commissioner RE (City) / Asst. Commissioner RE (WS) / Asst. Commissioner RE (ES) / Asst. Commissioner (SWM) / Chief (PO)

Director (E.S.&P) / Director (IT) / Director (Disaster Management) & C.C.R.C. / Director (Medical Education and Public Health)

MCA / CA(F) / CA(Treasury) / CA(WSSD) / Dy.CA(Est-II)

Chief Officer (Enquiry) / A & C / Education Officer

City Engineer / HE / ChE(BM) / ChE(DP) / ChE(Rds and Traffic) / ChE(Bridges)

ChE(Coastal Road) / ChE(M&E) / ChE(SWD) / ChE(WSP) / ChE(SO) / ChE(SPI)

ChE(Vigilance) / ChE(MSDP) / ChE(SWM) / ChE(SWM New Project) / ChE(CTRC)

Dy.ChE(PPP) / Dy.ChE(M&E)(Central Purchase Department)

Executive Health Officer / Dean, G.S. Medical College and KEM Hospital

Dean, BYN Nair Hospital and Topiwala National Medical College

Dean, Nair Dental Hospital and Medical College / Dean, LTMG Hospital and Medical College

Dean, Hindu Hrudaysamrat Balasaheb Thakare Medical College and Dr.R.N. Coorner Hospital

Joint Ex. Health Officer, Dy. Ex. Health Officer (Zone - III)

Dy. Ex. Health Officer (Zone - V & Zone VI) / Dy. Ex. Health Officer (Zone - IV)

Dy. Ex. Health Officer (Zone - I) / Dy. Ex. Health Officer (Zone - VII)

Dy. Ex. Health Officer (Head Quarter) / Medical Superintendent, Prabhakar Hospital

Dy. Ex. Health Officer (Head Quarter) / Medical Superintendent, Prabhakar Hospital

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Dy. Ex. Health Officer (Head Quarter) / Medical Superintendent, Prabhakar Hospital

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## Municipal Corporation of Greater Mumbai

(Solid Waste Management Department)

No. D.M.C./S.W.M./ 3988/28 DEC 2018.

**Subject:** - Implementation of the Construction & Demolition Waste Management Rules 2016

**Reference:** - i) Hon'ble Supreme Court's order in the Special Leave petition (civil) No. D 23708/2017, dated 15/03/2018  
ii) Hon'ble M.C. Sir's Approval u/no. MGC/F/7076 dt. 30.08.2018  
iii) Circular u/no. Dy.Ch.E/SWM/3957/OP. dt. 28/09/2018  
iv) Monitoring Committee Meeting dt. 28/11/2018

A Circular has already been issued regarding SOP to be followed for implementation of the Construction & Demolition Waste Management Rules 2016 which mandates all departments to obtain SWM C & D NOC for proper disposal of C & D waste material generated out of works carried out by them.

During the discussion in the monthly meeting held on 28/11/2018, the Monitoring Committee has called for compliance of the directives in the circular stating that the department has taken necessary action regarding obtaining SWM C & D waste management NOC for disposal of C & Waste material generated during departmental works.

All concerned departments are hereby requested to submit the relevant information in the attached format by 15<sup>th</sup> of every month positively on email- [eeswmz6@gmail.com](mailto:eeswmz6@gmail.com) / [ee61z6.swm@mcgm.gov.in](mailto:ee61z6.swm@mcgm.gov.in) as the same is required to be given to the Monitoring Committee every month.



D.M.C. (S.W.M.)



## Municipal Corporation of Greater Mumbai

**Subject:** - Implementation of the Construction & Demolition Waste Management Rules 2016.

**Reference:** - i) Circular u/no. Dy.Ch.E/SWM/3957/OP, dt. 28/09/2018.  
ii) Directives of High Court appointed Monitoring Committee.  
iii) DMC/SWM/3988 dt. 28-12-2018.

**Details of S.W.M. NOCs obtained for departmental work by various MCGM departments**  
(to be emailed to- [eeswmz6@gmail.com](mailto:eeswmz6@gmail.com) / [ee01z6.swm@mcm.gov.in](mailto:ee01z6.swm@mcm.gov.in) every month)

Name of Department / Sub Division: \_\_\_\_\_

Month : \_\_\_\_\_

Sr. No.	Month	No. of Work Orders issued	No. of S.W.M. NOCs Obtained by contractors	Action taken / Proposed for non-compliance	Remarks
1	Cumulative till previous month				
2	This month _____				

Asstt. Engr. \_\_\_\_\_ Ex. Engr. \_\_\_\_\_

Dy.Ch.E.(S.W.M.)Op.



MUNICIPAL CORPORATION OF GREATER MUMBAI

CIRCULAR

No. CE / PD / 26286 / 1      Of : 11.02.2011

Sub : Use of crushed sand/manufactured sand on all the works including ongoing works of Municipal Corporation of Greater Mumbai.

Various representation were received by Municipal Corporation of Greater Mumbai regarding the acute shortage of natural sand / river sand from various Municipal Contractual agencies.

As such, M.C.G.M. will allow various Municipal contractual Agencies to use the crushed sand / manufactured sand on the request of contractors subject to the following conditions.

- 1) Crush sand /manufactured sand shall be specially produced by vertical shaft impact crusher which gives exact cubical size granuals.
- 2) Manufacturer's Certificate for the required gradation of crushed sand /manufactured sand as per the BIS - 383 is essential before use for every lot of sand procured.
- 3) The contractors shall give an undertaking for maintaining the quality of the work carried out using crushed sand /manufactured sand.
- 4) Crushed sand /manufactured sand shall not be used for internal and external plaster. For internal and external plaster only natural sand / river sand shall be used.
- 5) Crushed sand /manufactured sand used on site shall conform to the specifications as specified vide BIS 383 - 1970 i.e. (a) 7 - sieve analysis of fine aggregates (attached herewith)  
(b) Comparison with Natural Sand (attached herewith)
- 6) Crushed Sand /manufactured sand, ready mix plaster or Gypsum plaster shall be allowed to use on site, however contractor shall not be paid any extra cost for the same.
- 7) Utmost supervision by the site engineer shall be kept on all such items which are carried out by using crushed sand /manufactured sand by using vertical shaft impact crusher and any defects if observed after execution of the work shall be rectified by the contractor at no extra cost immediately.
- 8) No extra cost shall be paid to the contractor for using crushed sand /manufactured sand.
- 9) If the cost of the contract is more than ₹ 10 cr. then it shall be mandatary on the part of the contractor to establish the testing laboratory for the crushed sand /manufactured sand to be used on site and crushed sand /manufactured sand shall be tested on the site as per BIS 383 - 1970 and results records thereto should be kept on site for the inspection of all supervisory staff.

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All the above conditions shall be scrupulously followed on site and any default in it shall be viewed seriously which shall be noted by all the concerned.

This circular should be made applicable with immediate effect and shall be followed on all works including on-going works of M.C.G.M. sites.

Sd/-  
10.02.2011  
City Engineer

Sd/-  
10.02.2011  
Dir. (E.S.&P)

No. No. CE / PD/ 26286 / I Of : 11.02.2011

Copy to -

A.M.C.(City) / A.M.C.(W.S.) / A.M.C.(E.S.) / A.M.C.(P) / D.M.C.( Special) / D.M.C.(S.E.) / D.M.C.  
(Vig.) / D.M.C.(Z-I) / D.M.C.(Z-II) / D.M.C.(Z-III) / D.M.C.(Z-IV) / D.M.C.(Z-V) / D.M.C.(Z-VI) / D.M.C.(Z-VII) / D.M.C.(Z-VIII) / Ch.E.(Rds Tr. & Bridges) / Ch.E.(SWD) / Ch.E.(SP) / Ch.E.(SO) / Ch.E.(WSP) / Ch.E.(MSDP) / Ch.E.(C.T.I. & R.C.) / Ch.E.(DP) / Ch.E.(SWM) / C.A.(Fin.) / C.A.(WSSD) / C.A.(Treasury) / Dy.C.E.(P&D) City / Dy.C.E.(BC) City / Dy.C.E.(BC) WS / Dy.C.E.(BC) ES / Dy.C.E.(SIC) / DY.Ch.E.(MUTP) City / Dy.Ch.E.(Rds) City / Dy.Ch.E.(Rds) ES / Dy.Ch.E.(Rds) WS / Dy.Ch.E.(Bridges) / Dy.Ch.E.(SWD) City & WS / Dy.Ch.E.(SWD) ES / Dy.Ch.E.(SWD) WS / Dy.H.E.(Const) / Dy.H.E.(Maint) / Dy.H.E.(BC) / Dy.H.E.(PPC) / Dy.C.A.(ES) / Dy.C.A.(WS) / E.E.(BC) City / E.E.(BC) E.S. / E.E.(BC) WS / E.E.(BC) E.S. / A.O.(FSA) / A.A.(FSA) / A.C.A.Ward / A.C.B Ward / A.C.C Ward / A.C.D Ward / A.C.E Ward / A.C.F Ward / A.C.G Ward / A.C.H Ward / A.C.I Ward / A.C.J Ward / A.C.K Ward / A.C.L Ward / A.C.M Ward / A.C.N Ward / A.C.O Ward / A.C.P Ward / A.C.Q Ward / A.C.R Ward / A.C.S Ward / A.C.T Ward / Jt.Ch.P.O. LTMG Hosp. / Jt.Ch.P.O. Nair Hosp. / Jt.Ch.P.O. KEM Hosp. / Account Officer/ A.E.(Maint) Nair Hosp. / A.E.(Maint) LTMG Hosp. / A.E.(Maint) KEM Hosp.

*M. Labi*  
11/2/11  
Dy.C.E.(P & D.) City

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TABLE 4 FINE AGGREGATES  
( Clause 4.3 ) ( I.S. 383 : 1970 )

IS SIEVE DESIGNATION	PERCENTAGE PASSING FOR			
	Grading Zone I	Grading Zone II	Grading Zone III	Grading Zone IV
10 mm	100	100	100	100
4.75 mm	90-100	90-100	90-100	95-100
2.36 mm	60-95	75-100	85-100	95-100
1.18 mm	30-70	55-90	75-100	90-100
600 micron	15-34	35-59	60-79	80-100
300 micron	5-20	8-30	12-40	15-50
150 micron	0-10	0-10	0-10	0-15

NOTE 1 — For crushed stone sands, the permissible limit on 150-micron IS Sieve is increased to 20 percent. This does not affect the 5 percent allowance permitted in 4.3 applying to other sieve sizes.

NOTE 2 — Fine aggregate complying with the requirements of any grading zone in this table is suitable for concrete but the quality of concrete produced will depend upon a number of factors including proportions.

NOTE 3 — Where concrete of high strength and good durability is required, fine aggregate conforming to any one of the four grading zones may be used, but the concrete mix should be properly designed. As the fine aggregate grading becomes progressively finer, that is, from Grading Zones I to IV, the ratio of fine aggregate to coarse aggregate should be progressively reduced. The most suitable fine to coarse ratio to be used for any particular mix will, however, depend upon the actual grading, particle shape and surface texture of both fine and coarse aggregates.

NOTE 4 — It is recommended that fine aggregate conforming to Grading Zone IV should not be used in reinforced concrete unless tests have been made to ascertain the suitability of proposed mix proportions.

Following information shall be obtained from the manufacturer of the crushed sand.

1. Source of supply
2. Principal rock type
3. Physical Characteristics
4. Presence of reactive minerals
5. Specific Gravity
6. Bulk Density
7. Moisture Content
8. Absorption Value
9. Aggregate Crushing Value / Impact Value
10. Abrasion Value
11. Flakiness Index
12. Elongation Index
13. Presence of deleterious materials
14. Potential reactivity of aggregate
15. Soundness of aggregate



Fineness Modulus is a number represented by the sum of cumulative percentage bases retained on I.S. sieves. Generally, for courses sand, the fineness modulus should not be greater than 3, for better cost benefit ratio & for fine sand the fineness modulus should not be less than 2.5 for its use in concrete.

- 3 % silt passing 75 micron diminishes wearing resistance.
- Washing the material can reduce the amount of fines.
- Presence of fines increases bleeding of concrete.
- Stable aggregate moisture content is desirable.
- Information about moisture absorption capacity helps in correction of w/c ratio.
- Manufactured sand absorbs more water as it has larger surface area.
- Use of manufactured sand will therefore require more cement content.
- Bulk density of the manufactured sand is less as it has more voids.
- It is desirable to have cubical particles for crushed sand.
- The aggregates retained on 300 micron sieve, has greater dust adhering to their surface.
- The increased angularity, fines and voids increase the water demand for the mix to obtain the same slump although the mechanical properties are not affected.
- Gradation of the manufactured sand is of prime importance.
- The manufactured sand requires more cement paste; therefore shrinkage properties are adversely affected.
- The density of manufactured sand increases slightly with increase in fineness modulus and so also the compressive strength and flexural strength of the concrete produced from such sand.
- Fineness modulus will have very little effect in permeability.

**Comparison With Natural Sand**

Property	Natural Sand	Crushed Fine Aggregate
Shape	Spherical Particles	Cubical
Gradation	Cannot be controlled	Can be controlled
Particles passing 75 micron	Presence of Silt Should be Less than 3%	Presence of Dust Less than 15%
Specific Gravity	2.6 to 2.8	2.7 to 2.9
Water Absorption	2 to 3 %	3 to 4%
Ability to hold surface moisture	Up to 7%	Up to 10%

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MUNICIPAL CORPORATION OF GREATER MUMBAI

No. : MGC/F/8659 Dtd. 07.09.2019.

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

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

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

**13.e) Arbitration and Jurisdiction;**

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

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

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

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

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

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

### 13.e Arbitration and Jurisdiction

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

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

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



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

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

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

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

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

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

Sd/-06.09.2019  
M.C.

B

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

Copy to :

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

Forwarded for information and necessary action please.

Director (E. S. & P.)

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**MUNICIPAL CORPORATION OF GREATER MUMBAI**

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

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

**CIRULAR**

**Sub:** Formation of Grievance Redressal Committee (GRC)  
to address grievances from bidders.  
**Ref.:** MGC/F/4961 dated 09/08/2021.

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

**Grievance Redressal Committee (GRC)**

1. If a Bidder is not satisfied with the decision of responsiveness/ non-responsiveness in Packets 'A', 'B' or 'C', by the concerned HOD, he may appeal to D.M.C. (C.P.D.) by paying fee of Rs. 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 DMC(CPD) and DMC (PH).

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

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

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In tabular format:

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

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

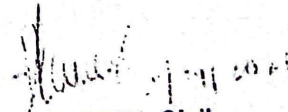
Sd/- 27.07.2021  
Dy ChE (Civil) CPD

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

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

sd/- 06.08.2021  
Hon,ble M. C.

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

  
Dy ChE (CPD) Civil

with CamScanner



Copy To:

Additional Commissioner (ES/ Project/ City/ W/S)

Jt MC (Vig/ Education)/ Jt MC/ DMC- Zone (I/ II/ III/ IV/ V/ VI/ VII)/ (Public Health/ A&C/ Education/ Improvement/ CPD/ Infrastructure/ Engineering/ Special Engineering/ Environment/ SWM/ Sp/ RE)/ Director (Disaster Management/ Information Technology/ Zoo/ ES&P/ Medical Education & Major Hospitals)

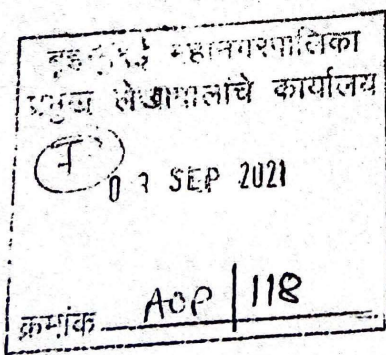
City Engineer/ Hydraulic Engineer/ Chief Engineer (BM/ Rd&Tr/ Bridges/ SWD/ Coastal Road/ WSP/ MSDP/ SP/ SO/ SWM/ M&E/ CTI&RC/ DP/ Vigilance)/ Municipal Architect

Dean (Nair/ LTMG/ KEM/ Cooper/ Nair Dental/ ChMS&HOD)/ Director)

Executive Health Officer/ Law Officer/ Chief Fire Officer/ Education Officer/ Insecticide Officer/ Security Officer/ Chief Labour Officer/ Supt. of Gardens/ Supt. of License/ Asstt. Assessor & Collector/ Ch. Inspector Shop & Est./ GM Deonar Abattoir/ Manager Printing Press/ MCA/ MS

~~Chief Accountant (Finance/ Treasury/ WSSD/ CPD)~~

Asstt. Comm. (A, B, C, D, E, F/S, F/N, G/S, G/N, H/E, H/W, K/E, K/W, L, M/E, M/W, N, P/S, P/N, R/C, R/N, R/S, S, T) Wards/ RE/ Estate



AACP  
~~By CA (Exp)~~  
Circulates to all Dy. CA & AO.  
03/09/21  
CA (Finance) i/c

Q

circulated on



## बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१९-२०

क्रमांक : सीए/एफबीके/२४१, दिनांक २७.११.२०१९

विषय : बँकेने दिलेले हमीपत्र (बँकर्स गॅरंटी) स्विकारण्याबाबत.

संदर्भ : सीए/एफबीके/३९, दिनांक - ०७/१२/२०१२

सीए/एफबीके/२५, दिनांक - १०/१०/२०१२

कंत्राटदार / पुरवठादार यांच्याकडून सादर करण्यात येणारी बँक हमीपत्रे (बँकर्स गॅरंटी) स्विकारण्यासंदर्भात उपरोक्त संदर्भाधीन परिपत्रकान्वये मार्गदर्शनपर सूचना परिक्रमित करण्यात आल्या आहेत. सदर परिपत्रकातील परिच्छेद क्रमांक २ मध्ये पुढील प्रमाणे सुधारणा करण्यात येत आहेत.

सदर परिपत्रकात नमूद केलेली भारतीय रिझर्व बँकेची "rbidocs.rbi.org.in/docs/publications/pdfs/84656.pdf" ही लिंक "www.rbi.org.in" अशी वाचण्यात यावी.

तरी, सर्व खातेप्रमुख, सहाय्यक महापालिका आयुक्त आणि संबंधित यांनी वरील सुधारणेची नोंद घेऊन संबंधित कंत्राटदार/पुरवठादार यांना अवगत करावे.

सही/- १४.११.२०१९

प्रमुख लेखापाल (पा.पु.म.नि.)

सही/- १४.११.२०१९

प्रमुख लेखापाल (वित्त) प्र.

परिपत्रक

२०१९-२०

क्रमांक : सीए/एफबीके/२४१, दिनांक २७.११.२०१९

यांना प्रत (-----) अधिक प्रतींसह  
अहितीकरिता व योग्य त्या कार्यवाहीसाठी पाठवित आहे.

सदर परिपत्रक महानगरपालिकेच्या <ftp://hr.mcgm.gov.in/Circular/CA/Finance/2019/> या  
केतस्थळावर प्रसिद्ध करण्यात आलेले आहे.

वि. प्र. कवरे: २७/११/१९

प्रमुख लेखापाल (वित्त) महानगरपालिका

