



Name of Work: Construction of Earthen bund along waterfront at Kanjur
MSW Processing Facility Eastern Express Highway Kanjur
Marg (E), Mumbai

Dy.Ch.E.(SWM) Project

E.E.(SWM) Project-Civil

S.E. (SWM) Project-Civil

A.E.(SWM)Project-Civil

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SECTION 1
E-TENDER NOTICE

MUNICIPAL CORPORATION OF GREATER MUMBAI

Dy.Ch.E. (Solid Waste Management)Project

No. Ch.E. /599/SWM/Project dated, 01.06.2022

E-TENDER NOTICE

Subject: Construction of earthen bund along waterfront at Kanjur MSW Processing Facility, Eastern Express Highway, Kanjur Marg (E), Mumbai.

(Bid Invitation No:7200032269)

The Municipal Corporation of Greater Mumbai (MCGM) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013, the contractors registered with the Municipal Corporation of Greater Mumbai, (MCGM) in Class 'I (B) & above for Civil as per 'Rules Governing Registration of Contractors/s for Civil and Mechanical & Electrical Engineering Works-2016" (came in force from date 01.12.2016) and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization /Central or State Public Sector Undertakings will be allowed subject to condition that, the contractors who are not registered with MCGM will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and a penalty of 0.1% of contract cost or Rs. 10,000/- whichever is more will be recovered/deducted contractors payment/bill by existing department in MCGM. Also an amount equal to Registration Fee of respective class will be recovered as penalty.

Bidding Process will comprise of THREE stages.

The application form can be downloaded from MCGM's portal (<http://portal.mcgm.gov.in>) on payment of Rs.10,400/- + (9 % CGST + 9 % SGST) per copy by e- tendering process from the approved banks under section "Payment of Tender Price". The applicants not registered with MCGM are mandated to get registered (Vendor Registration) with MCGM for e-tendering process & obtain login credentials to participate in the online bidding process.

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

ii) Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai

For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

| Name and location of work | Contract period | Estimated Cost of Project |
|---|----------------------------------|----------------------------------|
| Construction of earthen bund along waterfront at Kanjur MSW Processing facility, Eastern Express Highway, Kanjur Marg (E) Mumbai. | 18 Months (Excluding Monsoon) | Rs.16,18,48,898/- |

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an **Earnest Money Deposit of Rs. 16,18,500/- (Sixteen Lakh Eighteen Thousand five Hundred Only)**(the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on MCGM portal (<http://portal.mcgm.gov.in>) as mentioned in the Header Data of the tender.

As per THREE Packet systems, the document for Packet A& B is to be uploaded by the bidder in vendors' document online in Packet A, B. Packet A, B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Dy. Chief Engineer (SWM) Project. The Packet C shall be opened if bids submission in Packet A& B satisfies/includes all the requirements and 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 Dy. Chief Engineer (SWM) Project at the following address on any working day during office hours.

Office of: Dy.Ch.Engineer. (Solid Waste Management)Project

Municipal School Building, Bai Padmabai

Thakkar Marg, Kotwadi, Mahim, Mumbai-400028

E-Mail: dycheswmproject@mcgm.gov.in

The applicants may wish to visit the site under reference located at Kanjur Waste Processing Facility, Eastern Express Highway, Kanjur Marg (East) a part of Mumbai and can collect the information of the present status from the department who have invited the bids.

The MCGM reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of MCGM. <http://portal.mcgm.gov.in/tenders>.

**Dy. Chief Engineer
(Solid Waste Management)Project**

HEADER DATA

| | |
|---|---|
| Tender Document No | Bid invitation no: 7200032269 |
| Name of Organization | Municipal Corporation of GreaterMumbai |
| Subject | Construction of earthen bund along Waterfront at Kanjur MSW processing facility , Eastern Express Highway, Kanjur Marg (E), Mumbai |
| Cost of Tender | Rs. 10,400/- + (9 % CGST + 9 % SGST) |
| Cost of E-Tender(Estimated Cost) | Rs. 16,18,48,898/- |
| Bid Security Deposit/ EMD | Rs. 16,18,500/- |
| Date of issue and sale of tender | 03.06.2022 from 11:00Hrs |
| Pre Bid time and venue | At 3.00 pm on 10.06.2022 at Office of Dy.Ch.E.(SWM) Project, 3 rd floor, Municipal School Building, Padmabai Thakkar Marg, Kotwadi, MahimMumbai-400028. |
| Last date &time for sale of tender | 23.06.2022 upto 12:00 Hrs |
| Submission of Packet A, B &Packet C(Online) & receipt of Bid Security Deposit | 23.06.2022 upto 16:00 Hrs |
| Opening of PacketA | 24.06.2022 after 16:01Hrs |
| Opening of Packet B | 24.06.2022 after 16:10Hrs. |
| Opening of Packet C | 12.07.2022 after 15:00Hrs. |
| Address for communication | Dy.Ch.E. (Solid Waste Management)Project Municipal School Building, Bai Padmabai Thakkar Marg, Kotwadi, Mahim, Mumbai-400028 E-Mail: dycheswmpproject@mcgm.gov.in |
| Contact Persons for any query | Asst.Engg. Shri Sujit Amritkar-9870006749 Asst Engg Shri Jitendra Mahale-9870777776 |

| | |
|-----------------------------|---|
| Site visit dates and timing | 05.06.2022 to 10.06.2022 Time 10.00am to 1.00 pm with prior communication with above contact persons. |
| Venue for opening of bid | Online in Dy.C.E.(SWM)Project's office. |

This tender document is not transferable.

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

**Dy. Chief Engineer
(Solid Waste Management)Project**

SECTION 2
ELIGIBILITY
CRITERIA

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

A. For This work:

1.1 Technical Capacity

The tenderer (s) in their own name should have satisfactorily executed the work of similar nature as mentioned below in 1.2 Similar nature/experience title in MCGM /Semi Govt. /Govt. & Public Sector Organizations during **last seven (7) years** ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

- a) **Three** similar **completed** works or currently executing **three** works of similar nature **each** costing **30%** of estimated cost

Or

- b) **Two** similar **completed** works or currently executing **two** works of similar nature **each** costing **40%** of estimated cost

Or

- c) **One** similar **completed** work or currently executing **One** work of similar nature **each** costing **60%** of estimated cost

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

| Financial Year | Factor to brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum |
|-----------------------|--|
| 2021-22 | 1.00 |
| 2020-21 | 1.1 |
| 2019-20 | 1.21 |
| 2018-19 | 1.33 |

| | |
|---------|------|
| 2017-18 | 1.46 |
| 2016-17 | 1.61 |
| 2015-16 | 1.77 |

***In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed last day of month previous to the one in which bids are invited.**

Additional to above Contractor should submit following documents in Packet B

1. MoU with Geosynthetic Manufacturer for assured supply of material specified in this tender in format mentioned in Annexure G. Also submit specifications along with test reports of material to be used for this work which fulfil specification of material mentioned in the tender document.

2. The bidder submitting material specification which are not fulfilling the tender document specification will be disqualified.

Submission of these documents is mandatory. Non submission of these documents and materials not fulfilling minimum requirements as per tender will be non-curable defect and bidder will be disqualified.

1.2 Similar nature/ Experience:

For assessing the technical capacity of This work;

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

B. Financial Capacity

Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to **30%** of the estimated cost

of work in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited.

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

| Financial Year | Factor to brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum |
|-----------------------|--|
| 2021-22 | 1.00 |
| 2020-21 | 1.1 |
| 2019-20 | 1.21 |

(C) Bid Capacity:

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

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

Where,

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

| Financial Year | Factor to brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum |
|-----------------------|--|
| 2021-22 | 1.00 |
| 2020-21 | 1.1 |
| 2019-20 | 1.21 |
| 2018-19 | 1.33 |
| 2017-18 | 1.46 |

N = Number of years prescribed for completion of the Project/Works, including monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year)

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

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

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

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

SECTION 3
DISCLAIMER

DISCLAIMER

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

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

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

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

tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Municipal Corporation of Greater Mumbai (MCGM) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

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

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

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

Though adequate care has been taken in the preparation of the tender document, the tenderer should satisfy him that it is complete in all respect.

Neither M.C.G.M. nor its employees or its Architect / Associated Consultants will have any liability to any prospective tenderer or any other person under law, equity or contract or otherwise for any alleged loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in the tender document, any matter deemed to form part of the tender document, the award of the Project, the project information and any other information supplied by or on behalf of M.C.G.M. or their

Architect, any consultants or otherwise arising in any way from the selection process for the Project.

M.C.G.M. reserves the right to reject any or all the tender documents submitted in response to the advertisement at any stage without assigning any reason whatsoever.

M.C.G.M. reserves the right to change any or all the provisions / conditions of the tender document. Such changes will be intimated to all the tenderers who have purchased the tender document, before the last date of submission of the tender document.

Neither M.C.G.M. nor its employees or its Architect / Associated Consultants will have any liability to any prospective tenderer or any other person under law, equity or contract or otherwise to make any payment towards removal/transportation/disposal of surplus excavated earth including de-silted material from construction site to either any municipal dumping ground (if made available) or to Contractors own dumping facility. The contractor shall take in to the account the fact while quoting. The NOC from SWM dept. is mandatory for any sort of removal from site.

As per provisions under Circular u/no.AMC/ES/679/II dtd 06.10.2015, Neither M.C.G.M. nor its employees or its Architect / Associated Consultants will have any liability to any prospective tenderer or any other person under law, equity or contract or otherwise, to make any payment towards barricading .The same shall be provided as per specifications, as per site requirements and as directed by Engineer, where required. Contractor shall quote accordingly.

SECTION 4

INTRODUCTION

INTRODUCTION

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

Background:

The Municipal Corporation of Greater Mumbai covers an area of 209.58 sq.km. with a population of **1.24 Crores as per census of 2011**. The metropolis accounts major portion of India's international trade and government's revenue, from being one of the foremost centers of education, science and technological research and advancement.

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

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

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

SECTION 5

PRESENT SITE

CONDITIONS.

**Geotechnical data is attached separately with the
Bid Document.**

PRESENT SITE CONDITIONS

1. SITE LOCATION:

1.1 Kanjur Waste Processing Facility, Eastern Express Highway, Kanjur Marg (East), Mumbai.

2. SITE FACILITIES:

2.1. Water Supply:

The responsibility of making the water available for construction as well as drinking purpose remains with the Contractor and no cost on this account will be reimbursed.

2.2. Electric Supply:

The existing electric power is available at site. However, the Contractor shall make his own arrangements for separate electric meter supply, tapping and distribution of the same as per the works requirement.

3. SITE CONSTRAINTS:

The works are to be executed within the site of Waste Processing Facility. On the part of the 'Contractor', some of the constraints to be considered are indicated here below for guidance / information. However, the contractor must visit the site and get acquainted and ensure correctness of the information given.

i) Since the work is to be carried in a running Waste Processing Facility, all the work will have to be necessarily carried out with minimum of disturbances to the normal functioning of facility and staff working in the facility.

ii) Cleanliness on road need to be maintained. For this purpose appropriate precautions such as constant and continuous cleaning of approach road, careful and prompt removal of debris etc. must be taken. The Contractor should submit a comprehensive plan with detailed methodology for his various activities, to enable the authorities to plan their parts of functioning so that the extent of areas available and duration of their availability should be planned. Stacking of materials and movement of men, materials, machinery can be carefully planned and controlled.

iii) Proper protection to surrounding area along working alignment must be provided during the works.

iv) At most care to be done for avoiding any disturbance along working alignment to the tidal water coming from culverts which are already in existence on site.

v) Statutory precautions/compliance etc. as per CRZ clearances' or any other NOC are to be done by contractor only. For any non compliance neither M.C.G.M. nor its employees or its Architect / Associated Consultants will have any liability to any prospective tenderer or any other person under law, equity or contract or otherwise, to make any payment towards it. The same shall be provided by contractor where required. Contractor shall quote accordingly.

3.2 The Contractor will have to take into account all the above present site Conditions / constraints while quoting rates as well as preparing the work methodology and scheme of execution which will be the part of tender document.

4.0 DIFFICULTIES IN EXECUTION OF CONSTRUCTION WORKS:

Difficulties will be present during Construction work. Some very important points have to be mentioned regarding the construction,

- a.** While construction activity in progress, the traffic movement of material vehicles, machineries, manpower should be such as to cause minimum inconvenience to movement of Refuse vehicles especially at entry/exit points of Kanjur waste processing facility. Necessary safety features must be in place.
- b.** Construction work will involve shifting of men, materials, machineries temporary shut downs of units, noise and dust during Works.
- c.** The contractor shall take the responsibility of the workers / laborers by providing life insurance to the workers / laborers or any persons during the accident as per procedure of the M.C.G.M.
- d.** The construction work shall be completed within specified time period, for which the contractor shall observe the bar chart in consultation of M.C.G.M staff.

- e. **Work is in within 50m from mangroves,** therefore clearances such as MCZMA, forest etc. will be required. Contractor has to procure all necessary clearances from respective authorities. MCGM will provide only recommendation letters.
- f. For obtaining clearances, contractor has to appoint environmental consultant/liasoning officers.
- g. The proposed work shall be completed within specified time period, for which the contractor have to submit the bar chart which shall be got approved from M.C.G.M.

SECTION 6

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”

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

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

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

- a. Contractors already registered with MCGM will approach to Vendor Transfer cell.
- b. Submit his details such as (name, vendor code, address, registered Email ID, pan card etc.) to Vendor transfer cell.
- c. MCGM authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.
- d. Transferred Vendor receives User ID creation link on his supplied mail Id.

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

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

Vendor fills up Self Registration form via accessing MCGM portal.

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

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

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

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

Access e-tender link of SRM Portal

Log in with User ID and Password

Selects desired Bid Invitation (he wants to bid)

To download tender documents 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.

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

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

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

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

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

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

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

Please note that “Hold” action do not submit the Bid.

Applicants will receive confirmation once the Bid is submitted.

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

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

The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the 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.mcgm.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet ‘A’, Packet ‘B’ & Packet ‘C’ of the tenderer will be opened as per the time-table shown in the Header Data in the office of Dy.Ch.E (SWM) Projects.

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

SECTION 7
INSTRUCTIONS TO
APPLICANTS

Scope of Application

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

Eligibility of Applicants

The Municipal Corporation of Greater Mumbai (MCGM) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013, the contractors registered with the Municipal Corporation of Greater Mumbai, (MCGM) in **Class 'I (B) & above for Civil as per 'Rules Governing Registration of Contractors/s for Civil and Mechanical & Electrical Engineering Works-2016" (came in force from date 01.12.2016)** and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization /Central or State Public Sector Undertakings will be allowed subject to condition that, the contractors who are not registered with MCGM will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and a penalty of 0.1% of contract cost or Rs. 10,000/- whichever is more will be recovered/deducted contractors payment/bill by existing department in MCGM. Also amount equal to Registration Fee of respective class will be recovered as penalty.

2.1 Technical Capacity

The tenderer (s) in their own name should have satisfactorily executed the work of similar nature as mentioned below in 1.2 Similar nature/experience title in MCGM /Semi Govt. /Govt. & Public Sector Organizations during **last seven (7) years** ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

- d) **Three** similar **completed** works or currently executing **three** works of similar nature **each** costing **30%** of estimated cost

Or

- e) **Two** similar **completed** works or currently executing **two** works of similar nature **each** costing **40%** of estimated cost

Or

- f) **One** similar **completed** work or currently executing **One** work of similar nature **each** costing **60%** of estimated cost

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

| Financial Year | Factor to brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum |
|-----------------------|--|
| 2021-22 | 1.00 |
| 2020-21 | 1.1 |
| 2019-20 | 1.21 |
| 2018-19 | 1.33 |
| 2017-18 | 1.46 |
| 2016-17 | 1.61 |
| 2015-16 | 1.77 |

***In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed last day of month previous to the one in which bids are invited.**

Additional to above Contractor should submit following documents in Packet B

1. MoU with Manufacturer for assured supply of material specified in this tender in format mentioned in Annexure G. Also submit specifications along with test

reports of material to be used for this work which fulfil specification of material mentioned in the tender document.

2. The bidder submitting material specification which are not fulfilling the tender document specification will be disqualified.

Submission of these documents is mandatory. Non submission of these documents and materials not fulfilling minimum requirements as per tender will be non-curable defect and bidder will be disqualified.

2.2 Financial Capacity

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

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

| Financial Year | Factor to brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum |
|-----------------------|--|
| 2021-22 | 1.00 |
| 2020-21 | 1.1 |
| 2019-20 | 1.21 |

2.3 Similar nature/ Experience:

For assessing the technical capacity of This work;

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

(C) Bid Capacity:

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

$$\text{Assessed Available Bid Capacity} = (A * N^2 - B)$$

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.

| Financial Year | Factor to brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum |
|-----------------------|--|
| 2021-22 | 1.00 |
| 2020-21 | 1.1 |
| 2019-20 | 1.21 |
| 2018-19 | 1.33 |
| 2017-18 | 1.46 |

N = Number of years prescribed for completion of the Project/Works, including monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year)

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

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

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

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

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

D. Equipment Capabilities as required for this work

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

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

E. Technical Personnel

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

For fixing requirement of Technical Staff as required for this work.

(A) **Minimum Technical Staff Requirement:**

As per table mentioned below.

(B) **General Guidelines for Fixing Requirement of Technical Staff:**

| Cost of work (Rs in Crore) | Requirement of Technical Staff | | Minimum Experience (years) | Designation |
|-------------------------------|--------------------------------|--------|----------------------------------|-------------|
| | Qualification | Number | | |

| | | | | |
|--------------------|------------------------|---|----|---|
| 10 to 20 cr | i) Project manager | 1 | 10 | Principal Technical Representative |
| | ii) Graduate Engineer | 1 | 5 | Technical Representative |
| | iii) Graduate Engineer | 2 | 2 | Project/Site/Planning/ Billing Engineer. |
| | or Diploma Engineer | 2 | 5 | |

Notes:

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

| Sr.No | Qualification | Experience(years) | Rate of Recovery |
|-------|-------------------|-------------------|------------------|
| 1 | Project Manager | 10 | Rs.35000/-p.m. |
| 2 | Graduate Engineer | 5 | Rs.25000/-p.m. |
| 3 | Graduate Engineer | 2 | Rs.15000/-p.m. |
| 4 | Diploma Engineer | 5 | Rs.15000/-p.m. |

3.Nothing extra need to be added while preparing market rate justified amount of the work if stipulation is made as per above recommended scale of technical staff.

4. Requirement of technical staff and their experience can be varied depending upon nature of work by competent authority i.e. Chief Engineer with recorded reasons.

F. TIME PERIOD OF THE PROJECT:

Entire project should be completed and delivered within **18 months** of time from the date of award of contract excluding Monsoon. P.O. will be issued after the submission of required clearances by the contractor to the MCGM and Time period will be started after issuing Purchase Order (P.O.).

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 Purchase

Order is issued to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor. On failing to do so, the Contractor shall pay as compensation an amount which shall be governed as per Clause - 8(e) of Standard General Conditions of Contract.

The Contractor should complete the work as per phase given below :

¼ of the work in .. ¼ of the time

½ of the work in .. ½ of the time

¾ of the work in .. ¾ of the time

Full of the work in .. Full of the time

Full work will be completed in 18 (Eighteen) months Excluding monsoon.

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

The Contractor is supposed to carry out the work and keep the progress as per approved Bar Chart.

B. CONTRACT EXECUTION

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

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

II.Action when whole of security deposit is forfeited:

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

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

the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

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

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

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of MCGM/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the

Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of MCGM and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

SUBMISSION OF TENDERS

PACKET – A

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

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

- a) Valid Registration Certificate for Civil Engineering stream.
- 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.(Issued not more than one year prior to the date of submission of tender.)
- c) A document in support of Registration under Maharashtra ‘GST’ 2017. Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST 2017 Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.
- d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of MCGM.
- f) The screen shot of receipt of payment of EMD..

- g) Vender details such as the bidders shall categorically provide their Email-ID in packet 'A', contact no., vendor registration no. & alternate e-mail id etc.

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 Eligibility Criteria of Post qualification successfully completed during the last seven years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self-attested. Documents stating that it has successfully completed during the last seven years at least one contract of similar works as stated in para 'A' of Post qualification/Eligibility Criteria.

1. MoU with Geosynthetic Manufacturer for assured supply of material specified in this tender in format mentioned in Annexure G. Also submit specifications along with test reports of material to be used for this work which fulfil specification of material mentioned in the tender document.

2. The bidder submitting material specification which are not fulfilling the tender document specification will be disqualified.

Submission of these documents is mandatory. Non submission of these documents and materials which not fulfil the specifications required for this work will be non-curable defect and bidder will be disqualified.

- b) Annual financial turnover for **preceding three financial years as certified by Chartered Accountant** preceding the Financial Year in which bids are invited (Proforma-II). **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.

- c)** Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment ,of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as a evidence).
- d)** The bidder shall give undertaking on Rs 500/-stamp paper that it is his/their sole responsibility to arrange the required machineries either owned/on lease or hire basis, at site before start of the work.
 - i) For this works:** The successful bidder shall make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder and, to that effect he will ensure commitment on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of MCGM.
- e)** The proforma-III shall be uploaded in Packet 'B'
- f)** The Proforma-IV shall be uploaded in Packet 'B'.
- g)** Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
- h)** Statement showing assessed available Bid Capacity
 - i)** The undertaking of Rs.500/- stamp paper as per the proforma annexed in 'Annexure B & C'.
 - j)** The Annexure E & Annexure F needs to be submitted on Rs.500 stamp paper
 - k)** The tenderers shall upload work plan as per the following outline:
 - 1. BAR chart/ PERT/ CPM chart showing the completion of work within prescribed time period, considering major activities.

2. Organizational set up envisaged by the contractors.
 3. Plant & equipment proposed to be deployed for this work.
 4. Site Offices and Laboratories proposed to be set up.
 5. A note on how the whole work will be carried out (work plan including methodology).
 6. Quality management plan.
 7. All the activities included in the Scope of Work shall be covered in the work plan.
- k) The tenderer shall submit the signed copies of all addendums & corrigendum's.

l) 'Details of History'(As per circular no. MGC/F/6565 dt 25.09.2018)

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

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

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

- m)** The tenderers shall submit the signed copies of all addendums & corrigendum's, if any.

Note:

- i. The Electrical / Mechanical work shall be got carried out by the civil contractors through the contractors registered with MCGM. In Electrical Category, information about the registered contractors shall be obtained from the office of the Ch.E. (M&E)/ E.E. (Monitoring & Registration Cell). Attested scanned copy of the valid registration certificate in Electrical Category shall be uploaded with the tender along with the undertaking from the registered Electrical Contractor stating his willingness to carry out the tender work.
- ii. The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to MCGM as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
- iii. The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to MCGM as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

Note:

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

PACKET – C

- a. Online tender filled in either percentage plus or minus (above or below), or at par. (There is no separate provision to quote % in physical form, this is a part in Header Data of online Tendering). For Packet ‘C’ tenderer(s) will fill data in ‘Item Data Tab’

in Service Line Item via Details and quotes his percentage variation figures. **(If entered '0' it will be treated as 'at par'.** By default the value is zero only).

- b.** Special Annexure-I is now not required to be uploaded as per GST circular u/no. CA/F/P/City/28 dated 10.11.2017.
- c. Note: In case of rebate/premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 bidder after demand notification by e-mail to bidders by concerned Dy.Ch.Eng. The format for rate analysis is annexed at Annexure D.**

BID SECURITY OR EMD

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centers in MCGM Ward Offices.
- Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
- The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- Refund of EMD will be done as per circular no. CA(F)/Project/ 32 of 26.10.2020 (copy of the same is annexed in section 18).
- The Bid Security may be forfeited:
 - a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and/or
 - ii. Furnish the required Security Deposits.

1. The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Note:

- i) **Curable Defect shall mean shortfalls in submission such as:**
 - a. **Non-submission of following documents,**
 1. **Valid Registration Certificate**
 2. **Valid Bank Solvency**
 3. **GST certificate**
 4. **Certified Copies of PAN documents and photographs of individuals, Owners, etc**
 5. **Partnership Deed and any other documents**
 6. **Undertakings as mentioned in the tender document.**
 7. **Litigation History.**
- ii) **Non-curable Defect shall mean**
 1. **In-adequate submission of EMD/ASD amount,**
 2. **In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.**
 3. **Wrong calculation of Bid Capacity.** (if bidder uploaded bid capacity calculation which after scrutiny by department is found to be incorrect then in such case, if bid capacity calculated by department is equal or more than required bid capacity of the said bid then bidder will be treated as responsive.)
 4. **No proper submission of experience certificate and following documents**
 - a) **MoU with Geosynthetic Manufacturer for assured supply of material specified in this tender in format mentioned in Annexure G. Also submit specifications along with test results of material to be used for this work which fulfil specification of material mentioned in the tender document.**

Submission of these documents is mandatory. Non submission of these documents and materials which not fulfil the specifications required for this work will be non-curable defect and bidder will be disqualified.

BID VALIDITY

- **Bids shall remain valid for a period of not less than one eighty (180) days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.**

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

I Security Deposit

The security deposit shall mean and comprise of

- a. Contract Deposit and
- b. Retention Money.

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

II Additional Security Deposit

ASD shall be insisted from lowest bidder as per circular no. C.A.(F)/42 dated 09/02/2021 for the present tender (copy of circular is annexed in Bid document).

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

Additional security deposit = $(X/100) \times \text{office estimated cost}$,

Where X=percentage rebate quoted above 12%

The circular regarding submission of ASD vide no.CA(F)/42 dated.09/01/2021 will be applicable to this tender and tenderer /bidder liable to comply this condition.

1.The ASD shall not be paid online by the bidder in the ASD tab in E-tendering system.

2.Letter of acceptance (LOA) will be issued to lowest bidder(L1) after obtaining sanction of competent authority to the contract cost as quoted percentage of lowest bidder. As mentioned in LOA the bidder shall have to submit the demand draft of Additional security deposit in CFC of municipal corporation of Greater Mumbai within 15 days from the issue of LOA and submit the receipt to Head of department.

3.If lowest bidder fails to submit ASD within 15 working days from issue of LOA then the EMD will be forfeited and company will be debar for two years as well as if said firm Director/partner works in other firm shall also be debarred.

III Performance Guarantee

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

| Offer | PG applicable % |
|---|---|
| For premium, at par and rebate 0 to 12% | PG= 0.92 % x Contract sum Applicable for rebate of 12% |
| For rebate of 12.01 % | PG= (0.92% x Contract Sum applicable for rebate of |

| | |
|--|--|
| | $12\% + (X) \times \text{Contract Sum}$ where $X = \text{percentage rebate quoted more than } 12\%.$ |
|--|--|

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

The PG shall be paid in one the following forms.

- i. Cash (In case guarantee amount is less than Rs.10,000/-
- ii. Demand Draft (In case guarantee amount is less than Rs.1,00,000/-)
- iii. Government securities
- iv. Fixed Deposit Receipts (FDR) of a Schedule Bank.
- v. An electronically issued irrevocable bank guarantee bond of any Schedule bank or if in the prescribed form given in Annexure.

Performance Guarantee is applicable over and above the clause of Security Deposit.

Performance Guarantee will have to be paid & shall be valid till the defect liability period or finalization of final bill whichever is later.

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

Note: Following exceptions shall be adopted for ‘Demolition Tenders’:

- Irrespective of the offer (Rebate/ at par/ premium), ASD shall be differed and only PG of 10% of contract sum be taken from the successful bidder on award of contract only.
- MCGM departments shall ensure to incorporate specific condition regarding above in bid document and e-tender notice.

IV Refund of Security Deposit

IV.a.i. Refund of Contract Deposit

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

IV.a.ii. Refund of Retention Money

One-half (50%) of the Retention Money shall be released within 30 days of issue of ‘Certificate of Completion’ with respect to the whole of the Works or final bill whichever is later. In the event the Engineer issues a Taking-over Certificate for a section or part of the Permanent Works, only such proposition thereof as the Engineer

determines (having regard to the relative value of such section or part of the Works) shall be considered by the Engineer for payment to the Contractor.

The balance Retention Money shall be released within 30 days after completion of 3rd year of DLP (in case of 5 years DLP) and after issue of 'Defect Liability Certificate' (in case of 1 or 2 or 3 years DLP) provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. In the event of different Defects Liability Periods have been specified or become applicable to different sections or parts of the Permanent Works, the said moneys will be released within 30 days on expiration of the latest of such Defects Liability Periods.

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

IV.a.iii. **Refund of Additional Security Deposit**

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

IV.a.iv. **Refund of Performance Guarantee**

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

Summary of time of Refund of deposit is tabulated as follows:

Time of Refund for works having 5 years DLP

| Deposits refunded after completion | After 3 years of DLP | After completion of DLP |
|---|-----------------------------|--------------------------------|
| ASD+50 % of RM | CD+50% of RM | PG |

Time of Refund for works having 1 or 2 or 3 years DLP

| Deposits refunded after completion | After completion of DLP |
|---|--------------------------------|
| ASD+50 % of RM | CD+50% of RM +PG |

*Note:

- 1 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.
- 2 It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period in the tender & in case of its expiry it will attract penalization.
- 3 Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai upto Virar & Kalyan. List of approved Banks is appended at the end of Instructions to Bidders (ITB). The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Regional Branch of the same bank within the Mumbai City Limit categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank itself in case of default by the Contractors furnishing the Bank Guarantee. The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

V Legal + Stationary Charges: (As per applicable circular)

Successful tender shall pay the Legal Charges +Stationary charges as per latest Circular of MCGM whichever will be applicable.

| Sr.No. | Nature of Documents | Legal +Stationary charges in Rs. |
|--------|---|----------------------------------|
| | Legal Charges on Contract Agreement / Contract Value. | |
| 1 | 10,00,00,001 to 20,00,00,000/- | 28220/- |

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

• **Stamp Duty: (As per applicable circular)**

Successful tender shall pay the Stamp Duty charges as per latest Circular of Govt./MCGM whichever will be applicable.

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

i)As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under ::(Circular No. ChE/BM/17800/II dtd 14.01.2016)

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

For Article 54, the following Article shall be substituted,

| | |
|---|---|
| “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 there of, 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 percent 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” |
|---|---|

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

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

IMPORTANT DIRECTIONS

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

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

Applicants/Bidders shall refer 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.

2. Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to dyche.swmproject@mcgm.gov.in. The subject shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: TENDER for Construction of earthen bund along waterfront at Kanjur MSW Processing Facility, Eastern Expresss Highway, Kanjur Marg (E), Mumbai.** Any changes in mail ID will be intimated on the portal.
3. In case of **Equal Percentage** of lowest bidders (L1), the allotment of work shall be done by giving 48 hours (**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 equal percentage of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned Ch. Eng. The bidder shall need to submit the additional **ASD if applicable within 7 days after receipt of notification issued by concerned Chief Engineer.**

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

4. For GST the circular/ guidelines issued by the government/ state government/ MCGM will be applicable on the contractor. Bidder shall refer circulars attached in SBD same shall be applicable and bidder shall quote accordingly.

As per circular C.A / Fin /P/ City / 17 dated 06.09.2017 Condition of Chapter XXI - Miscellaneous, section 17 (1) of GST Act, 2017 governs the 'Anti Profiteering Measure' (APM)

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

Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced tax rate or additional input tax credit, to MCGM. Further, all the provisions of GST Act – 2017 will be applicable to tender.

5. It will be entirely responsibility of the contractor to provide and install secure barricades on work site; wholly at his cost. The Barricading shall be provided as per specification and as per site requirements and the circular issued u/no AMC/ES/679/II dated 06.10.2015 shall be applicable. MCGM will not make any payment towards barricading, contractor shall quote accordingly.
6. In case of any surplus excavated material is required to be removed from the site , the cost shall be borne by contractor and is deemed to be included in the contractors offer. No payment on this account will be made separately.

Categories and classes available for Civil Contractors

New registration.

Minimum Financial requirements for Civil Engineering Discipline

(Rs. In Lakh)

| Sr.No. | Class | Upper Limit of Tendering | Minimum Solvency |
|---------------|--------------|---------------------------------|-------------------------|
| 1 | I(A) | Without Limit | 150 |
| 2 | I(B) | 2500 | 150 |
| 3 | I(C) | 1500 | 150 |
| 4 | II | 750 | 75 |
| 5 | III | 300 | 30 |
| 6 | IV | 150 | 15 |
| 7 | IV(A) | 90 | 9 |
| 8 | V | 50 | 5 |
| 9 | V(A) | 30 | 3 |
| 10 | VI | 15 | 2 |
| 11 | VII | 10 | 1 |
| 12 | VIII | 5 | 0.50 |
| 13 | IX | 3 | 0.25 |

SECTION 8

SCOPE OF WORK

SCOPE OF WORK

SCOPE OF WORK:

1.1 The scope of work of Construction of earthen bund along waterfront at Kanjur Waste Processing facility is broadly comprises of;

1. Carry out works/study/reports etc. required for clearances. Geotechnical survey is attached with this Bid.
 2. To obtain pre-required clearances/NOC etc. for the subject work by appointing consultants/ liaisoning officers etc.
 3. To carry out work as per clearances/NOC and BoQ.
 4. Site clearance along alignment of work.
 5. Preparation of base for ground improvement.
 6. Ground improvement as per specifications of items of BoQ.
 7. Filling with material of specification mentioned in tender.
 8. Rubble pitching, construction of rock toe.
2. The entire work in this Tender are divided into different parts depending on the different types of work involved. However, this broad classification is for mere guidance only. Actual work shall be as described in the Drawings, Specification and Bill of Quantities and as instructed at site from time to time.

3. SPECIAL PRECAUTIONS:

1. The work is within 50m of mangroves therefore special care has to be taken by contractor during execution of work. For any non compliance neither M.C.G.M. nor its employees or its Architect / Associated Consultants will have any liability to any prospective tenderer or any other person under law, equity or contract or otherwise.
2. There are various court cases are in process regarding Kanjur Waste Processing facility. For submitting affidavit to the court or providing any information to the council appointed by MCGM or any other authorities regarding the subject work, contractor has to provide the same whenever required.

5. RECORDS & CO-ORDINATION:

Necessary item-wise registers shall be maintained by Contractor at site as directed by the M.C.G.M. Engineer. All the registers shall be duly signed by the Contractor Engineer and MCGM. Such registers shall be handed over by Contractor to the MCGM's authorities after the work is completed.

SECTION 9

BILL OF QUANTITIES

**Attached separately with this
tender document.**

PREAMBLE

1. GENERAL:

- 1.1. The quantities set-forth in the Bill of Quantities are approximate only and are intended to represent the character of the work to be carried out and are given to provide a common basis for tendering. There is no guarantee to the Contractor that he will be required to carry out the quantities of work indicated under any one particular item or group of items in the Bill of Quantities, though on the Contract as a whole the quantities represent a fair overall estimate of the quantity of work to be carried out. Actually, the quantities are likely to vary during execution and even, substantially for any items. The rate payable shall be only tendered rates without any extra payment.
- 1.2. Specifications for the various items are indicated in the tender. Without prejudice to these specifications, in case of any contradictions or in case of any omissions, the provisions in the relevant specifications in the concerned Indian Standards shall prevail.

2. RATES AND PRICES (GENERAL):

2.1. Rates quoted by the Contractor shall allow for

- All materials, testing of materials
 - All labour, supervision
 - All tools, plant, necessary machinery, equipment, etc.
 - All taxes, levied by State / Central Government i.e GST 2017.
 - Shuttering, centering and scaffolding including propping, etc. as required including their transport to site loading, unloading, storage and carriage to the required locations.
 - Removal of debris comprising dismantled materials like concrete, plaster, brick bats, all surplus construction materials, tools, plant, etc. outside the Employer's premises.
 - Any cost for arranging for any permissions, etc.
 - Monthly photographic record of progress of works.
- 2.2. The rates quoted by the tenderer shall be inclusive of all the taxes levied by State/Central Govt. and/or any other authorities. The rates shall also be inclusive of **Goods and Services Tax (GST), etc.**

3. METHOD OF MEASUREMENT:

3.1. Civil Works

- 3.1.1 Unless stated otherwise, quantities shall be measured in accordance with the relevant parts of IS 1200, "Method of Measurement of Building and Civil Works" and are net as they are finished and fixed in the Works notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.
- 3.1.2 In the event of any discrepancy noted in the methods prescribed in the Contract, the same shall be pointed out by the Contractor prior to executing the item for the decision of the **Engineer**.

NOTE ON BILL OF QUANTITIES

1. It is specifically to be noted and understood by the tenderer that rates that would be quoted by him against all relevant items in different section of the Bill of Quantities shall be inclusive of following –
 6. All materials, labour, plant, machinery, tools, tackles, etc.
 7. Insurance of the Work
 8. Costs for water (if not available in MCGM's source) & power required for the construction & getting connection for the same
 9. All prevailing taxes including Good and Services Tax (GST)
 10. Testing of material as per IS.
 11. Re-handlings of material due to site constraints/space of storage, running school activities, removing of sundry item required for completion of items.
2. Preferred make/ List of Material :

Tenderer should submit the specifications of materials used for the work which should fulfill the specifications of materials mentioned in tender document.
3. Scheme for execution: The tenderer should append the scheme for execution considering site constraints e.g. storage of materials, working hours since Works is to be done in an area along which MSW processing activities are carried out by another Operator. Contractor for this work has to co-ordinate with the Operator of Waste Processing Facility for smooth functioning and execution of work.

Contractor's All Risk Insurance Policy (CAR Policy): The above policy should include Third Party Insurance and shall also submit Workmen's Compensation Insurance for the Contract period as per prevailing rules. **Contractor's All Risk Insurance (CAR) policy will be insisted after receipt of clearances & before issuing P.O. to successful bidder.**

MUNICIPAL CORPORATION OF GREATER MUMBAI

FINANCIAL BID FORM

I/We hereby confirm that

We have examined tender document including addendum etc.(as applicable), conditions of contract, specification ,drawings, bill of quantities, etc, forming part of tender and accordingly where by submit our offer to execute the said work as per tender document in all respect at the quote below.

Name and Title of Signatory

Name of Tenderer:

Address:

Tel Nos.

Office:

Signature of the Tenderer of the Firm

| | |
|---|--|
| Full names and Private residential address and telephone No. Of all partners constituting the Firm: | |
| | |
| | |
| | |

(A separate sheet shall be attached for names and address if necessary.)

SECTION 10

GENERAL CONDITIONS OF CONTRACT

Note: Standard General condition of contract for construction work is uploaded on
MCGM portal <http://portal.mcgm.gov.in>

GENERAL CONDITIONS OF CONTRACT

- Standard General Conditions of Contract for Construction works 2016 are applicable.
- The amendments for the condition no. 5(c) of Standard General Conditions of Contract is made and same is given in this tender condition no. B of Chapter No. 11 Special Condition of contract.
- All the conditions in G.C.C. shall stand modified in accordance with GST Act.
- The Janata Accident Policy is not required as per the circular u/no.Dir./E.S.&P/15/V dated 12.06.2018

SECTION 11
SPECIAL CONDITIONS
OF CONTRACT

DEFECT LIABILITY PERIOD

- The Contractor is expected to carry out the construction work in Workmen like manner so as to meet the requirement and specification for the project. It is expected that the Workmanship and materials will be reasonably fit for the purpose for which they are required.
- Defects or defective work is where standard and quality of workmanship and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which fail short of complying with the express descriptions or requirements of the contract, especially any drawings or specifications with any implied terms and conditions as to its quality, workmanship, durability, aesthetic, performance or design. Defects in construction projects are attributable to various reasons.
- Some of the defects are structural defects results in cracks or collapse of faulty defective plumbing, inadequate or faulty drainage system, inadequate or faulty ventilation, cooling or heating systems, inadequate fire systems etc. The defects could be various on accounts of different reasons for variety of the projects.
- The Engineering In charge/Project Officer shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work, the Engineering In charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.
- If defective work or workmanship or design have been knowingly covered-up or conceived so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until **discover** actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.

A) The DLP shall be as below:

| Dept | Type of works | DLP |
|-------------|--|------------|
| SWM | For this work of Construction of earthen bund along waterfront at Kanjur MSW Processing Facility, Eastern Express Highway, Kanjur Marg (E),Mumbai | 5 years |

- Also, in case of defect, the Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.
- It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the issue of 'Certificate of Completion', the 'Defect Liability Period' starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions from the engineer to carryout repairs and fix any defects which appear in the Permanent Works. If the contractor does not, due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by engineer is done.

B) Site Chowky:

On receipt of the work order, the contractor will have to erect ready-made site chowky in form of porta cabin/ container cabin, with appropriate insulation from heat, before commencement of the work. No separate payment will be made for providing the chowky and ancillary items mentioned below:

A) The contractor shall obtain necessary permission from the concerned Dy. C.E. (SWM) Project for the site within the premises.

B) The contractors shall provide following:-

1. The chowkies of at least two windows for proper ventilation & Air conditioning installation.
2. It should have separate toilet facility for gents and ladies.
3. This chowky should be equipped with electric supply, Fans, sufficiently big tables, chairs, water filter and cupboard with locking arrangement etc.
4. One Pentium IV or advanced Computer/ Laptop with a printer for day to day work of M.C.G.M. / Contractors/Consultant's staff.

The Site chowky 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 chowky will be demolished without any intimation to the contractor at their risk and cost and no request for compensation will be entertained. If chowky with necessary requirements is not provided within 30 days from the receipt of work order, a penalty of Rs.1500/- per day will be imposed.

The provisions under Standards GCC 2016 clause no.5 (C) are applicable.

C) Setting of Site Laboratories (For this 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 –

Set of Sieves as per I.R.C. /I.S.

- i. Compressive Testing Machine(For new works)
- ii. Oven, Electrically Operated
- iii. Weighing Balance (20 kg capacity)
- iv. 3 m straight edge
- v. Sieve shaker
- vi. First Aid Box
- vii. Measuring Jar (for silt content)
- viii. Other Machines/apparatus as may be directed by the Engineer
- ix. Vernier Caliber
- x. Level / Theodolite

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

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

D) Tax:

Contractor has to submit a certificate from Chartered Accountant within 6 months from issue of work order regarding any profit accrued to him to any change in GST rates.

Till such certificate given by contractor 5% of the bill amount shall be withheld. On receipt of the CA's certificate MCGM will adjust the amount in accordance with GST anti profiting measure and refund the balance amount. The contractor will have to submit CA's certificate before final bill also.

- GST 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 & 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 claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation.

- “ 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 & Duties. Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quote shall be exclusive of GST, but inclusive of Taxes/ Duties/Cess other than GST, if any. Rates accepted by MCGM shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuation in market rates; increase in taxes / any other levies / tolls etc. except that payment / recovery for overall market situation shall be as per price variation. –

- Tenderer has to submit irrevocable Undertaking on Rs. 500/- stamp paper as per Annexure – E as per circular no. CA/F/ Project/19 dated 15.09.2017 in Packet B.

Also Circular CA/F/Project/City/28 dated 10.11.2017 will be applicable to this tender.

E) Penalty:

The Engineer not below the rank of Assistant Engineer is entitled to impose a penalty of Rs.5000/- per day/lapse/site work space, in accordance to the gravity of default communicated in writing. Penalty amount will be recovered from contractors running bill. This penalty is over and above Penalty mentioned under G.C.C. 2016. If it is observed that, the contractor carrying

out the work fails to comply with the instructions given by the authorities of the Ch.E. (SWM)/DMC(SWM) /A.M.C. / M.C.'s level, MCGM Authorities reserves the right to terminate the contract and work will be carried out at the risk and cost of the contractor and penal action will be taken against them.

NOTE: - This decision will not be arbitral at all.

The abovementioned condition will be in addition to the relevant condition in the General Condition of contract (GCC) regarding cancellation of contract in full or partly final decision of disputes, difference of claims raised by the contractor or relating to any matter out of contract.

SECTION 12
SPECIAL DIRECTIONS
TO THE TENDERER

SPECIAL DIRECTIONS TO THE TENDERER

1. Tenderers are requested to visit the site and verify the site conditions, nature and quantum of work before submitting the tenders.
2. The tender will be accepted only on the percentage basis; otherwise the tender will be straight away rejected.
3. The successful tenderer will have to execute a written contract on the standard form of contract.
4. The tender may be considered incomplete, irregular and invalid unless:
 - I) 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 is given.
 - b) The schedule of quantities and rates and specifications.
5. The amount quoted shall include for provision of all necessary labour, plant, equipment, scaffolding, centering and applicable GST, etc.
6. **Addition / alteration**

Any addition / alteration / omission required for any work shall be carried out only after obtaining prior approval of the Engineer in writing.
7. The rate quoted shall be inclusive of transporting and disposal of surplus excavated material / debris and any other material raised out due to repair work subject to NOC from SWM department and no separate payment shall be entertained.
8. The Municipal Commissioner does not bind himself to accept the lowest or any tender.
9. The tenderer 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 contractor or any other sub-contractor against all claims.
10. Income-tax Clearance Certificate in original shall be submitted as and when demanded.
11. The rates 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 (for item rate needs modification) or in the description of items in schedule.
12. Tenderer / contractor shall note that first class quality of material and workmanship is expected.

13. The materials used shall conform to the related ISI specifications (Bureau of Indian Standards) as well as MCGM specified specification wherever applicable. Directives of the Engineer concerned will be binding.
14. The tenderer / contractor will have to make good, without any extra payment any damage or loss to the Municipal property / private property while executing the work.
 - a) General conditions of Contract for civil works w.e.f. 15.10.2016 (as amended up to date) and electrical / mechanical (not amended) as amended up to date shall be applicable to the work unless the same are contradictory to any of the conditions stated in the 'special directions / special conditions' to the tenderers.
15. The tenderer shall not withdraw the offer until notice of non-acceptance is communicated to him or one hundred Eighty days after the date of tender, whichever is earlier.
16. The sequence of work shall be as approved and directed by the Engineer before starting the work. The contractor shall submit his phase programme of carrying out the work for approval of the Engineer. Work shall be carried out as per priority fixed by the Engineer.
17. The water supply to the user department shall not be disturbed during execution of the work. Contractor shall make alternate arrangement for providing equivalent capacity tank to restore water supply at their own cost.
18. Contractor will have to make their own arrangement for getting the electric supply on site for fabrication and allied works at their own cost failing which penalty of Rs. 2000/- per day will be imposed.
19. The contractor 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 un serviceable material shall be taken jointly with Engineer representative before dismantling.
20. Wherever and whenever necessary as directed by the Engineer, the unserviceable materials will have to be removed from the site to any location as directed by the Engineer within the time period as directed, unless otherwise not specified in BOQ.
21. No separate payment will be made for dewatering the water seepage 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.
22. While excavating the trenches for foundation utmost care shall be taken that the foundation of adjoining structures will not be disturbed. If done, the same will be rectified by the contractor at his own cost to the satisfaction of the Engineer.
23. The tenderer / contractor will have to make adequate shielding arrangement by putting necessary hoardings, screen or gunny bags, etc. so as to avoid any accident or nuisance to the occupants (Operator of facility) during the work without any extra payment.

24. 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.
25. For New Constructions / Reconstruction works, the Plumbing and sanitary works will have to be carried out through licensed plumber as per drawings and as directed by the Engineer.
26. Notwithstanding the source, the sand shall be washed by using sand washing machine, before use.
27. 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 manufacturer's 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.
28. The centering shall be insisted only in double stage self-supporting steel scaffolding and M S pipe adjustable props for which no extra payment will be made.
29. Chief Engineer (SWM) reserves the right to delete any item, alter / reduce the scope of the work, no extra claim in this respect will be allowed.
30. In case of any discrepancy between the plans and B.O.Q items, items to be operated shall be decided by the Engineer and the same shall be binding on the contractors without paying any extra cost.
31. The existing structure wherever necessary to protect are to be protected before taking up the works. All the safety measures for structures/workers/supervisors/machineries shall be taken by the contractor at his own cost, if no provision is made in the BOQ.
32. While carrying out any works, contractor shall take adequate care / safety measures to prevent any accident as per clause 31 above without any extra cost.
33. Transport of materials has to be carried out by contractor at their own cost. No extra payment will be made for this arrangement.
34. The contractor shall take photographs of the work at site before commencing, during execution and after completion of work, as directed and submit the same.
35. If directed by the Engineer, the contractor shall have to arrange to carry out the work during nighttime also as per urgency of the work, at no extra cost.
36. After completion of the proposed work, the tenderer / contractor will have to hand over the site in neat and clean condition for which no extra payment will be made.
37. In case of any discrepancy, the Engineer's decision shall be final and binding on the contractors.

38. M.C.G.M. has appointed private Consultants for comprehensive structural design and necessary services for above said project. Contractors shall have to co-ordinate with the Consultant or their representative or all consultants appointed for above work. He shall follow up the matter with them. Whenever and wherever necessary for the smooth / speedy execution of the work in the best possible manner.
39. Looking to the water supply requirements, the tenderer may be required to provide quite a large number of Polyethylene Plastic water storage tanks including required fittings as directed by the Engineer. No extra cost for this shall be paid.
40. With the approval of the Engineer 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^3 on that particular day. However, in such cases, the concrete shall be as per mix design and machine mixed.
41. To be required Bill of quantities is predominantly based on Rate analysis for based on market rates, prevailing schedule USOR 2018 and FAIR items -2018 uploaded on SAP for Civil Works & Electrical works including applicable GST. Tenderers to take this point into consideration and quote accordingly.
42. Tenderers are requested to visit the site and verify the site conditions, nature and quantum of work before submitting the tenders.
43. The Contractor shall have to co-ordinate with / and provide all necessary facilities to; all other contractors appointed by MCGM as may be necessary from time to time for any works related to the property / in the property.
44. 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 them.
45. If it is observed that, contractor carrying out the work fail to comply with the instructions given by the AMC/ Hon'ble 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 arbitrable at all.
46. 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.
47. It is mandatory for the Contractors to open a Bank Account in the Bank as mentioned in the list of approved banks in section-16 of SBD. All payments under the contract will be made only on this Bank Account through Electronic System.

48. The Contractor shall supply the adequate number of labours as and when required for carrying out works for which no extra payment will be made.
49. Photographic monthly progress report in the prescribed Performa shall be submitted through the consultant before 2nd day of every month. The photograph should be taken before and after the work, failing which penalty as per SGCC-2016 will be imposed.
50. Revision in BoQ or Scope of work will be allowed as per MCGM circulars only.
51. The conditions in permeable to bill of quantities that even though the quantities are likely to change substantially during execution , Rate shall be only tender rates without any extra payment.
52. In any case material is provided by MCGM, rebate for material will be taken with respect to USOR/rate analysis etc. The amount of rebate will be deducted from contractor R.A bill irrespective of contractor percentage. In case of extra/excess item, the additional rebate amount will be deducted proportionately.
53. 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.
54. The Electrical Mechanical work shall be got carried out by the civil contractors from the contractors registered with M.C.G.M. in Electrical Category. Information about the registered contractors shall be obtained from the office of the Ch.E. (M&E)/E.E. (Monitoring & Registration Cell). Attested copy of the valid registration certificate in Electrical Category shall be submitted along with the tender without fail.
55. The tenderer(S) shall own equipment in full working order and single in number as listed below, and must demonstrate that based on known commitments , they will be available for timely used in the proposed contract. Equipment should contain Mortar mixer, sand washing machine, vibrators, concrete mixture (non-tilting) and compressive strength testing machine, etc.
56. For all New Construction & Reconstruction works Cement Concrete works covered under the scope of this tender, only READY MIX CONCRETE shall be used, if the quantum of concreting at a single time is 5cu.m or more. Specific permission from Engineer should be obtained for all Cement concrete works other than READY MIX CONCRETE.
57. Tenderer(s) are requested to submit and upload the tenders in time on or before the stipulated day so as to avoid rush at the closing hours. MCGM will not be responsible for poor connectivity of network/Internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator (MCGM) within stipulated time limit, MCGM will not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by bidder/Contractors or sent to bidder/Contractors, if not received or bounced back at the receiving end due to

any problem in server or connectivity, MCGM will not be held responsible. Intimations about shortfalls in submission will be informed to Bidder/Contractors by e mail on their e mail address.

58. APPOINTING OF DESIGNATED OFFICER FOR CONTRACTORS' GRIEVANCES: The Appellate Authority for Redressal of Contractors' Grievances shall be as follows:

- a) Ist Appeal by the bidder against the decision of C.E./HOD/Dean can be made to concerned DMC/Director who should decide appeal in 7 days.
- b) IInd Appeal by the bidder can be made to concerned AMC for decision and his decision will be final.

59. It shall be distinctly noted that MCGM will not make any payment towards removal / transportation/ disposal of surplus excavated earth including desilted material from construction site to either any municipal dumping ground (if made available) or to contractors owned dumping facility. The Contractors shall take in to the account the fact while quoting.
60. It shall be distinctly noted that MCGM will not make any payment towards supply of material at site. Payment will be made against executed work only.
61. The barricading shall be provided as per specifications, as per site requirement and as directed by Engineer, where required. MCGM will not make any payment towards barricading, contractors shall quote accordingly.
62. The electrical & mechanical work shall be got carried out through Licensed Electrical Contractors.
63. The successful bidder shall procure Site Chauki at site before starting of the work:

SECTION 13
SPECIFICATIONS
& SELECTION OF
MATERIAL

SPECIFICATIONS & SELECTION OF MATERIAL

The tender is prepared on the basis of Unified Schedule of Rates and specifications 2018. The specifications of the items of USOR are available on MCGM portal <http://portal.mcgm.gov.in> under the Tender tab.

SELECTION OF MATERIAL

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

Specifications of Geosynthetic materials

BIAXIAL GEOGRID

Biaxial geogrids manufactured from select grades of high tenacity, high molecular weight, and low carboxyl end group polyester yarn to ensure high strengths, low creep and excellent durability. The yarns are formed into a dimensionally stable grid structure with uniform apertures, using an advanced weft insertion warp knitting process and are then given a tough and durable polymeric coating to enhance dimensional stability, resistance to installation damage and durability. Geogrids are suitable for the reinforcement of soil and other granular materials where strength in both directions is important, including : reinforcement of unbound aggregate geogrids confirm to the following property values:

| Property | | Test Method | Unit | |
|----------------------------------|----|-----------------------------|------|-------|
| Ultimate tensile strength | MD | ASTM D 6637 EN ISO 10319 | kN/m | 60 |
| | CD | | 60 | |
| Elongation at Nominal Strength | MD | | % | 12 |
| | CD | | 12 | |
| Tensile strength at 2% strain | MD | | kN/m | 11 |
| | CD | | 9.5 | |
| Tensile strength at 5% strain | MD | | kN/m | 20 |
| | CD | | 14 | |
| Physical Properties | | | | |
| Aperture size (Tolerance ± 3 mm) | | | mm | 25*21 |
| Roll dimentions | | | | |
| Roll length | | | m | 100 |
| Roll width | | | m | 5.0 |

Geo-membrane

An essentially impermeable membrane (liner or barrier) used with foundation, soil, rock, earth, or in any other geotechnical application as an integral part of human-made project, structure or system, used to control fluid migration.

Geo-membrane are made from PVC or Polyethylene sheets, which are duly protected from ultraviolet exposure by black top or any antioxidant and thermal stabilizers.

High Density Polyethylene (HDPE) Geomembrane manufactured with the highest quality resin specifically formulated and used in applications that require excellent chemical resistance and endurance properties.

Technical Data Sheet

| Sr. No. | Properties | Test Method (ASTM) | Unit (METRIC) | Testing Frequency | Geomembrane |
|---------|---|-------------------------------|----------------|---|-------------|
| 1. | Thickness-(min ave) Lowest individual Reading of 10 values | D 5199 | mm | Every Roll | 1.5 1.35 |
| 2. | Density (min ave) | D 792 | g/cc | Every 90,000 kg | 0.940 |
| 3. | Tensile Properties (min ave) | D 6693 Type IV Dumbbell, 2ipm | | Every 5 th Roll | |
| | Break Strength | | KN/M | | 43 |
| | Yield Strength | | KN/M | | 23 |
| | Break Elongation | G.L.50 mm | % | | 700 |
| | Yield Elongation | G.L.33 mm | % | | 13 |
| 4. | Tear Resistance (Min.Ave) | D 1004 | N. | Every 10 th Roll | 187 |
| 5. | Puncture Resistance (Min.Ave) | D 4833 | N. | Every 10 th Roll | 500 |
| 6. | Carbon Black Content (Range) | D 4218 / D 1603 | % | Every 5 th Roll | 2.0-3.0 |
| 7. | Carbon Black Dispersion | D 5596 | Category | Every 10 th Roll | Note 1 |
| 8. | Stress Crack Resistance (SP – Notched Constant Tensile Load) | D 5397 (Appendix) | Hrs. | Each two resign lots (One lot=90,000 kgs) | 500 |
| 9. | Oxidative Induction Time (min.ave) Standard-OIT | D 3895 (at 200°C) | Minutes | Every two resign lots (One lot=90,000 kg) | >100 |
| | OR | | | | |
| | High Pressure-OIT | D 5885 (at 150°C) | | | >500 |
| 10. | Oven Aging 85C,Standard-OIT | D 5721 | % | Per each | 55 |

| | | | | | |
|-----|---|--------|---|----------------------|----|
| | (min ave)% retained after 90 days | D 3895 | | formulation | |
| | OR | | | | |
| | High Pressure-OIT (min ave)% retained after 90 days | D 5721 | | | 80 |
| | | D 5885 | | | |
| 11. | UV Resistance, HP-OIT(min ave)% retained after 1600 hrs | D 7238 | % | Per each formulation | 50 |
| | | D 5885 | | | |

Geo-textiles

A nonwoven geotextile manufactured from high quality polypropylene staple fibres. The fibers are mechanically bonded through needle-punching to form a strong, flexible and dimensionally stable fabric structure, with optimum pore sizes and high permeability. The geotextile is resistant to chemicals and biological organisms normally founded in soils and is stabilized against degradation. Geotextile meets the requirements in accordance with MORT&H & IRC: SP: 59

| Property | Unit | Test Standard | Type-1 |
|-------------------------------------|------|---------------|--------|
| Mechanical properties | | | |
| Grab strength (MD/CD) | N | ASTM D 4632 | 900 |
| Grab elongation (MD/CD) | % | ASTM D 4632 | 50 |
| Trapezoidal tear (Weaker Direction) | N | ASTM D 4533 | 350 |
| CBR Puncture Resistance | N | ASTM D 6241 | 2000 |
| Mullen Burst | kPa | ASTM D 3786 | 1700 |
| Hydraulic properties | | | |
| Permittivity | s-1 | ASTM D4491 | 0.8 |
| AOS | µm | ASTM D4751 | ≤180 |
| Physical Identification | | | |
| Roll width | M | - | 5 |
| Roll length | M | - | 100 |

Technical Specification for Stratum mattress

General

This work shall consist of constructing a 1.3 m thick Stratum mattress to act as a foundation to Bund / embankment construction. Components used to fabricate the Stratum mattress system include transverse geogrid diaphragms, diagonal geogrid diaphragms, base geogrid and ancillary items and shall comply with this clause.

1. Geogrid Reinforcing Elements

- a. Geogrid reinforcing elements shall be manufactured in accordance with a management system which complies with the requirement of BS EN ISO 9001:2008. The Contractor shall provide evidence of the manufacturer's certification of its Quality Assurance System and the Environmental Management System
- b. Geogrid reinforcing elements shall be durable and have excellent chemical, microbiological, UV and oxidative resistance. They shall be resistant to hydrolysis, aqueous solutions of salts, acids and alkalis, be non-biodegradable and have a minimum of 2% finely divided carbon black, as determined by ASTM D1603-14, well dispersed in the polymer matrix to inhibit attack by ultra-violet light.

1.1 Transverse and Diagonal Diaphragms

- a. All diaphragms shall be a geogrid manufactured from high density polyethylene sheet, oriented in one direction so that the resulting ribs shall have a high degree of molecular orientation which is continued through the integral transverse bar.
- b. The diaphragms shall be geogrid manufactured in accordance with a Quality Management System which complies with the requirements of BS EN ISO 9001:2008. The Contractor shall provide evidence that the manufacturer's Quality Assurance System has been certified to conform with BS EN ISO 9001:2008 by an external authenticating authority.
- c. The long-term creep rupture strength P_C (Ultimate Limit State), for a design life of 120 years, shall be in accordance with the following table at a mean temperature 20°C. This shall be determined by application of standard extrapolation techniques to creep data obtained in accordance with BS EN ISO 13431:1999.

| | | |
|---|----------------------------------|---------|
| Raw Material | High Density Polyethylene (HDPE) | |
| Geogrid Design Life | 120 years | |
| Long term creep rupture strength P_C (kN/m) at Temp. 20°C | Type -3 | Type -4 |
| | 30.81 | 42.37 |

- d. The geogrid shall have an appropriate partial factor for site installation and construction damage, determined by the particle size distribution of the reinforced fill and in accordance with the values used in the design. The

Contractor shall provide supporting documented evidence of testing for this and any other partial factors assumed in the design. Partial factors for site installation and construction damage based on limited laboratory based testing are not acceptable.

- e. Any site joints in the geogrid roll length shall be capable of carrying 100% of the geogrid Long Term Creep Rupture Strength.
- f. The strength of the junctions between the longitudinal ribs and transverse bars, as determined by the GRI GG2-87, shall be not less than 95% of the Quality Control Strength.

1.2 Base geogrid

- a. The base of the Stratum mattress system shall be formed using a stabilisation geogrid with hexagonal structure with ribs oriented in three directions. The resulting triangular-shaped apertures are defined by ribs having a high degree of molecular orientation which is continuous through the node.
- b. The stabilisation geogrid shall have Radial Secant Stiffness measured at 0.5% of 315kN/m.
- c. The Radial Stiffness Ratio shall be 0.65.
- d. The junction efficiency shall be 100% (within a tolerance of -10%).
- e. The hexagon pitch of the stabilisation geogrid shall be 80mm (within a tolerance of ± 4 mm) where hexagon pitch is the distance between alternate parallel ribs.

2. Handling, Storing and Marking of Geogrid Elements

- a. Stratum mattress materials shall be delivered to the site ready for installation into the works. The various grades of material shall be clearly marked for identification.
- b. The materials shall be unloaded, stored and handled in such a manner as to avoid damage

3. Jointing of Reinforcing Elements

- a. Diaphragm lengths may be joined with HDPE joint bars of suitable size and shape which are capable of transferring the Design Strength between successive lengths of diaphragm.

4. Overlaps and Fixings

- a. Adjacent base grid lengths shall be overlapped by 300mm or as shown on the drawings
- b. Transverse diaphragms shall be fixed along one edge to the grid base with suitable fasteners. Diagonal diaphragms shall be fixed to transverse diaphragms and held in place, prior to cell filling, using nodal connectors.

5. Connections

- a. The Contractor shall provide details of the proposed HDPE joint bars and HDPE nodal connectors.

6. Fill

- a. Fill shall be granular soil, murrum, crushed gravel and shall meet the following requirements.
- b. The fill material shall be well graded, shall have a uniformity coefficient greater than 5, and lie within the limits of Table below.

Table: Stratum Mattress Fill

| Sieve Size | Percent by weight passing | |
|------------|---------------------------|-----------------|
| mm | Upper Limit (%) | Lower Limit (%) |
| 75.0 | 1000 | - |
| 53.0 | 100 | - |
| 45.0 | 100 | 95 |
| 22.4 | 80 | 60 |
| 11.2 | 60 | 40 |
| 4.75 | 40 | 25 |
| 2.36 | 30 | 15 |
| 0.6 | 22 | 8 |
| 0.075 | 5 | 0 |

7. Supplementary Notes

7.1 General

- a. Stratum mattress is a three-dimensional cellular structure formed from a series of interconnecting cells. These cells are fabricated on site using grid reinforcement and then filled with granular material resulting in a 1.3m deep structure.
- b. Design is based on full strength being available in the transverse and diagonal cell diaphragms throughout the Stratum system. Either unjointed diaphragms may be used or, alternatively, diaphragms which are connected using a joint capable of transmitting their full strength. All diaphragms and all connectors are required to have a design life of 120 years.

7.2 Geogrid Reinforcing Elements

- a. Two types of geogrid elements are used to construct a Stratum mattress system:
 - Stabilisation geogrids to form the base and a platform on which the cell diaphragms can be fabricated.
 - HDPE Uniaxial geogrids to form the transverse and diagonal cell diaphragms. These uniaxial grids should have high initial modulus to contain fill as it is placed without allowing large displacements.

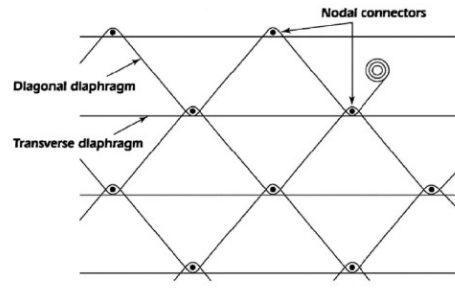
8. Construction of Stratum Mattress System

8.1 Fabrication Details

- a. HDPE Joint bars to join successive ends of transverse and diagonal diaphragms should be durable and of the correct shape to ensure continuity of full strength.

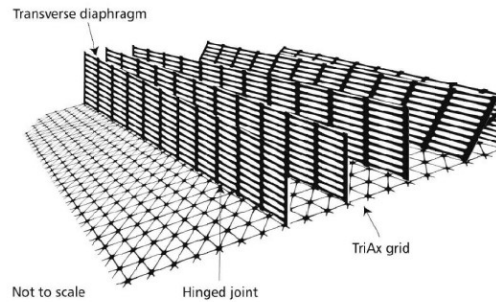
8.2 Assembly summary

- a. Cell assembly is achieved by rolling out the base grid and overlapping by minimum 300mm. The transverse diaphragms should be fixed at one edge to the base grid with cable ties or HDPE braid then raised to the vertical plane and tensioned.
- b. HDPE braid / rope shall be three-strand monofilament.
- c. Diagonal diaphragms are held in place with nodal connectors. The cells are



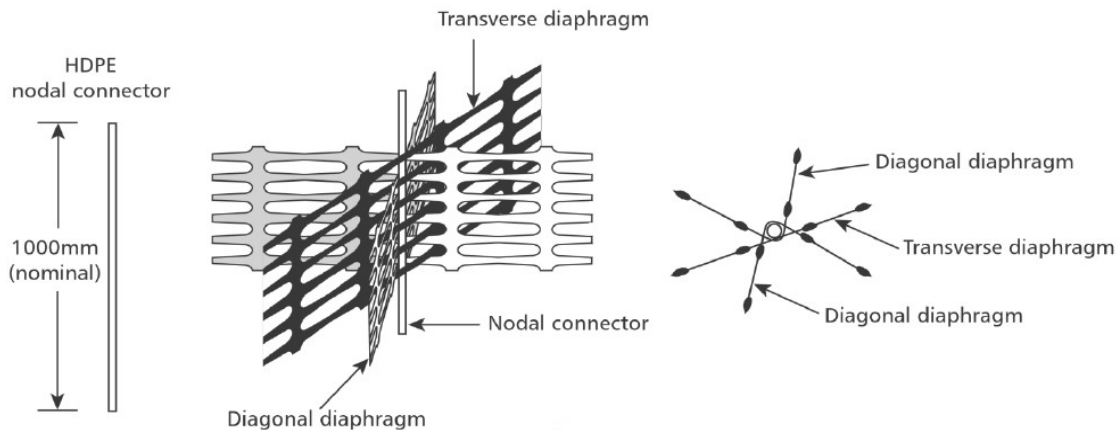
TYPICAL PLAN SHOWING DIAMOND
CELL PATTERN

now ready for filling.



DETAIL "A"

- d. Nodal connectors shall be of the size and shape shown on the drawings.



- e. Typical joints, fixings and overlaps should be as shown on the typical methodology drawings.
- f. Cells shall be formed such that a regular “diamond” pattern is created.

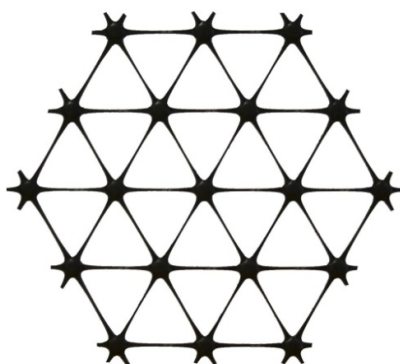
8.3 Cell Filling

- a. Cell filling should be in accordance with the typical methodology drawings.

9. Test Reports of Specifications in Compliance must be submitted with the bid.

Triax Specifications

Supply of Triaxgeogrid to be used for stabilization of subgrades and/or optimization of flexible pavements shall be manufactured through punch and stretch process using Polypropylene (PP). It should have hexagonal structure with ribs oriented in three directions forming triangular shaped apertures, having high radial secant stiffness & radial stiffness ratio confirming to ISO 10319/EOTA TR41 and with necessary valid IRC accreditation for base/sub-base stabilization in pavements, with MIF value greater than 1.7 (IRC SP 59 - 2019 - 3.1.3 along with IRC : 37, 2018, clause no.7.2) for sub-grade CBR \leq 3% with radial secant stiffness of 390 kN/m at 0.5% strain, and radial secant stiffness ratio of 0.7 to 0.8, junction efficiency greater than 90% with distance between alternate parallel ribs as 80mm. The geogrid shall have minimum 2% finely divided carbon black, well dispersed in the polymer matrix to inhibit attack by UV rays.



The geogrid is manufactured from a punched polypropylene sheet, which is then oriented in three substantially equilateral directions so that the resulting ribs shall have a high degree of molecular orientation, which continues at least in part through the mass of the integral node.

The properties contributing to the performance of a mechanically stabilized layer include the following:

Test Reports of Specifications in Compliance with ISO:10319 must be submitted with the bid.

| Property | TX Grid |
|--|--|
| Hexagonal pitch (measured in accordance with EN ISO:10319 Testing Methods) | 80mm (within tolerance of ± 4 mm) |
| Radial Secant Stiffness Ratio (measured in accordance with EN ISO:10319 Testing Methods) | 0.80 (within a tolerance of -0.15) |
| Radial secant stiffness at 0.5% strain (measured in accordance with EN ISO:10319 Testing Methods) | 390kN/m (within a tolerance of -75kN/m) |
| Radial secant stiffness at 2% strain (measured in accordance with EN ISO:10319 Testing Methods) | 290kN/m (within a tolerance of -65kN/m) |

| | |
|---|---|
| ISO:10319 Testing Methods) | |
| Weight (measured in accordance with EOTA TR41 Testing Methods) | 0.220 kg/sqm (within a tolerance limit of -0.035 kg/sqm) |

Uniaxial Geogrid

Uniaxial knitted polyester geogrids with a protective polymeric coating engineered for demanding soil reinforcement applications. Geogrid is manufactured from select grades of high tenacity polyester yarn with molecular weight > 25,000 and carboxyl end groups < 30, to ensure high strengths, low creep and excellent durability. The yarns are formed into a dimensionally stable grid structure with uniform apertures, using an advanced weft insertion warp knitting process which is then given a tough and durable polymeric coating to enhance dimensional stability, resistance to installation damage and durability.

Geogrid shall conform to the following property values:

| Property | | Test Method | Unit | Geogrid |
|--|----|-------------------------|------|---------|
| Ultimate tensile strength | MD | ASTM D 6637 | kN/m | 40 |
| | CD | | | 20 |
| Reduction Factors (RF) and factor of safety (fs) for calculation of MD Long-term Design Strength(LTDS) | | | | |
| Creep (RFCR) -120 years design life at 30° C temperature | | | | 1.57 |
| Installation damage (RFID) | | Sand/silt/clay | 1.05 | |
| | | Coarse gravel (37.5 mm) | 1.15 | |
| Durability (RFCH), 120 years design life at 20°C, pH = 4 to 9 | | | | 1.15 |
| Weathering (RFW) | | To be covered in 1 day | | 1.00 |
| LTDS – 120 years : Sand/silt/clay pH -4-9 | | | kN/m | 21.10 |
| LTDS – 120 years : Gravel < 37.5 pH -4-9 | | | kN/m | 19.26 |
| Physical properties | | | | |
| Aperture size (Tolerance± 3 mm) | | | mm | 50x25 |
| Roll dimensions | | | | |
| Roll length | | | m | 100 |
| Roll width | | | m | 5.0 |

Vertical Uniaxial Geogrid (for Biaxial)

Uniaxial knitted polyester geogrids with a protective polymeric coating engineered for demanding soil reinforcement applications. Geogrid is manufactured from select grades of high tenacity polyester yarn with molecular weight > 25,000 and carboxyl end groups < 30, to ensure high strengths, low creep and excellent durability. The yarns are formed into a dimensionally stable grid structure with uniform apertures, using an advanced weft insertion warp knitting process which is then given a tough and durable polymeric coating to enhance dimensional stability, resistance to installation damage and durability.

Geogrids shall conform to the following property values:

| Property | | Test Method | Unit | Geogrid |
|--|----|-------------------------|------|---------|
| Ultimate tensile strength | MD | ASTM D 6637 | kN/m | 60 |
| | CD | | | 20 |
| Reduction Factors (RF) and factor of safety (fs) for calculation of MD Long-term Design Strength(LTDS) | | | | |
| Creep (RFCR) -120 years design life at 30° C temperature | | | | 1.57 |
| Installation damage (RFID) | | Sand/silt/clay | | 1.05 |
| | | Coarse gravel (37.5 mm) | | 1.15 |
| Durability (RFCH), 120 years design life at 20°C, pH = 4 to 9 | | | | 1.15 |
| Weathering (RFW) | | To be covered in 1 day | | 1.00 |
| LTDS – 120 years : Sand/silt/clay pH -4-9 | | | kN/m | 31.65 |
| LTDS – 120 years : Gravel < 37.5 pH -4-9 | | | kN/m | 28.89 |
| Physical properties | | | | |
| Aperture size (Tolerance± 3 mm) | | | mm | 50x25 |
| Roll dimensions | | | | |
| Roll length | | | m | 100 |
| Roll width | | | m | 5.0 |

Vertical Uniaxial Geogrid(for Triax)

Providing and laying of High Density Polyethylene uniaxial geogrid oriented in one direction so that the resulting ribs shall have a high degree of molecular orientation which is continued through the integral transverse bar. The long-term creep rupture strength PC (Ultimate Limit State), for a design life of 120 years, shall be in accordance with the following table at a mean temperature 20°C. The long term creep strength 60 kN/m. Junction strength shall be minimum 90%. This shall be determined by application of standard extrapolation techniques to creep data obtained in accordance with BS EN ISO 13431:1999.

The geogrids used as soil reinforcement shall be series HDPE geogrids with integral junctions and manufactured in accordance with quality and environmental Management System complying with requirements of BS EN ISO 9001:2000 & BS EN ISO 14001:1996 respectively.

The minimum tensile strength (LTDS) and other properties for the geogrids shall be as per the table below:

| Properties | Units | |
|------------------------|-------------------|---------------------------|
| Polymer | | High density Polyethylene |
| Min Carbon black | % | 2 |
| Roll width | M | 1.3 |
| Roll length | M | 50 |
| Unit weight | Kg/m ² | 0.45 |
| Roll weight | Kg | 31 |
| Junction strength | % | 95 |
| Long term strength | | |
| ULS Pc Or Tcr for 20°C | kN/m | 30.66 |

1. The geogrid shall be inert to all chemicals naturally found in soils and shall have no solvents at ambient temperature. It shall not be susceptible to hydrolysis, shall be resistant to aqueous solutions of salts, acids and alkalis (pH = 2.0 to 12.5), shall be non- biodegradable and shall have a minimum of 2% finely divided carbon black, as determined by BS 2782:Part 4:Method 452B:1993, well dispersed in the polymer matrix to inhibit attack by ultraviolet light.
2. Test Reports of Specifications in Compliance must be submitted with the bid.

SECTION 14
FRAUD AND
CORRUPT
PRACTICES

FRAUD AND CORRUPT PRACTICES

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

Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

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

any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

“Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

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

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

If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor’s employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

- i. “Corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financier staff and employees of other organizations taking or reviewing procurement decisions.

- iii. “Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iv. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- v. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- vi. “Obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- vii. Acts intended to materially impede the exercise of the 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, noncompetitive levels.
- x. A “party” refers to a participant in the procurement process or contract execution.

SECTION 15
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 one representatives of each Applicant shall be allowed to** participate on production of authority letter from the Applicant.

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

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

SECTION 16
LIST OF APPROVED
BANKS

LIST OF APPROVED BANKS

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

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

List of approved Banks:-

| | |
|--------------|--|
| A | S.B.I and its subsidiary Banks |
| 1 | State Bank Of India. |
| 2 | State Bank Of Bikaner & Jaipur. |
| 3 | State Bank Of Hyderabad. |
| 4 | State Bank Of Mysore. |
| 5 | State Bank Of Patiyala. |
| 6 | State Bank Of Saurashtra. |
| 7 | State Bank Of Travankore. |
| B | Nationalized Banks |
| 8 | Allahabad Bank. |
| 9 | Andhra Bank. |
| 10 | Bank Of Baroda. |
| 11 | Bank Of India. |
| 12 | Bank Of Maharashtra. |
| 13 | Central Bank Of India. |

| | |
|----------|------------------------------------|
| 14 | Dena Bank. |
| 15 | Indian Bank. |
| 16 | Indian Overseas Bank. |
| 17 | Oriental Bank Of Commerce. |
| 18 | Punjab National Bank. |
| 19 | Punjab & Sindh Bank. |
| 20 | Syndicate Bank. |
| 21 | Union Bank Of India. |
| 22 | United Bank Of India. |
| 23 | UCO Bank. |
| 24 | Vijaya Bank. |
| 24A | Corporation Bank. |
| C | Scheduled Commercial Banks |
| 25 | Bank Of Madura Ltd. |
| 26 | Bank Of Rajasthan Ltd. |
| 27 | Banaras State Bank Ltd. |
| 28 | Bharat Overseas Bank Ltd |
| 29 | Catholic Syrian Bank Ltd. |
| 30 | City Union Bank Ltd. |
| 31 | Development Credit Bank. |
| 32 | Dhanalakshmi Bank Ltd. |
| 33 | Federal Bank Ltd. |
| 34 | Indsind 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. |
| 49 | Kotak Mahindra Bank Ltd. |
| D | Schedule Urban Co-op Banks |
| 49 | Abhyudaya Co-op Bank Ltd. |
| 50 | Bassein Catholic Co-op Bank Ltd. |
| 51 | Bharat Co-op Bank Ltd. |
| 52 | Bombay Mercantile Co-op Bank Ltd. |
| 53 | Cosmos Co-op Bank Ltd. |
| 54 | Greater Mumbai Co-op Bank Ltd. |
| 55 | 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. |
| E | Foreign Banks |
| 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. |

As per Circular CA/FBK/303 dated 17.03.2018 Bank Guarantee issued by IDBI Bank will not accepted.

SECTION 17

APPENDIX

FORM OF TENDER

To,
The Municipal Commissioner for Greater Mumbai
Sir,

I/ We have read and examined the following documents relating to the work **of Construction of earthen bund along waterfront at Kanjur MSW Processing Facility, Eastern Express Highway, Kanjur (E).**

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

1A. I/We _____

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

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

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

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

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

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

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

_____)

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

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

AGREEMENT FORM

Tender / Quotation dated 20.....
Standing Committee/Education Committee Resolution
No.

CONTRACT FOR THE WORKS

.....
.....

.....
This agreement made this day
of

Two
thousand

Between.....
.....

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

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

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

.....
.....

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

THIS AGREEMENT WITNESSETH as follows: -

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

- i) The letter of Acceptance
 - ii) The Bid
 - iii) Addendum to Bid; if any
 - iv) Tender Document
 - v) The Bill of Quantities
 - vi) The Specification
 - vii) Detailed Engineering Drawings
 - viii) Standard General Conditions of Contracts (GCC)
 - ix) All correspondence documents between bidder and MCGM
- 2) 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.
- 3) 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

1.

2.

Contractors

Full Name

Address

| | |
|---|----------------------|
| Signed by the D.M.C.(SWM) in the presence of | |
| | Dy.Ch.E.(SWM)Project |
| | Ch.Eng.(SWM) |
| | DMC (SWM) |
| The Common seal of the Municipal Corporation of Greater Mumbai was hereunto affixed on the 21 in the presence of two members of the Standing Committee. | |
| 1. | 1. |

| | |
|--|---------------------|
| 2. | 2. |
| And in the presence of the Municipal Secretary | Municipal Secretary |

ANNEXURE " A "

Name of work : Construction of earthen bund along waterfront at Kanjur MSW Processing Facility, Eastern Express Highway, Kanjur (E).

1. The Engineer for this work : Chief Engineer (SWM)
Dy. Chief Engineer (SWM)Project
E.E.(SWM)Project-Civil
2. Estimated cost of Tender :Rs. 16,18,48,898/-

| Sr No | Description of work | Total Amount Rs. |
|-------|------------------------|------------------------------|
| 3 | Estimated Cost of work | 3. Rs. 16,18,48,898/- |

1. Earnest Money (1% of the Estimated cost) : Rs.16,18,500/-
2. Time Period Contract as a whole :18 months (Excluding Monsoon)
3. The DLP shall be as below:

| Dept | Type of works | DLP |
|------|---|---------|
| SWM | For this work of Construction of Earthen Bund along Waterfront at Kanjur Waste Processing Facility, Eastern Express Highway, Kanjur Marg (E), Mumbai | 5 years |

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

The “Actual cost of the work” shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule

adjusted by the Contractor's percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided in price variation clause as amended up to date.

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

Annexure- B
PRE-CONTRACT INTEGRITY PACT

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to

or intends to make to officials of the MCGM or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the MCGM as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

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

- 1 “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- 1 “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

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

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

Signature of Tenderer/Bidder

Annexure- C

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

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

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

Signature of Tenderer/Bidder

BANKERS GURANTEEE IN LIEU OF CONTRACT DEPOSIT

THIS INDENTURE made this _____ day of _____ BETWEEN

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

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

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution of the work of " _____ and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sum of Rs. _____ (Rupees _____) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security -deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGRREMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the

commissioner upon demand in writing , whenever required by him , from time to time , so to do ,a sum not exceeding in the whole Rs. _____ (Rupees _____) under the terms of the said tender and /or the contract .The B.G. Is valid upto _____”Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee shall remain in force upto _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer’s _____

_____ (Name of the Bank)

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____

For Messer’s _____

address _____

have here into set their respective hands the day and year first above written. **The amount shall be inserted by the Guarantor, representing the Contract Deposit in Indian Rupees.**

Annexure- D

Rate Analysis

Item Description

| Sr.No. | Description of rate analysis parameters | Unit | Quantity | Basic rate | Amount | GST% | GST Amount | Amount including GST |
|--------|---|------|---------------------|------------|--------|------|------------|----------------------|
| 1 | Material | | | | | | | |
| | | | | | | | | |
| 2 | Machinery Hire Charges | | | | | | | |
| | | | | | | | | |
| 3 | Labour Type | | (labour components) | | | | | |
| | | | | | | | | |
| 4 | Total of all components | | | | | | | |
| | | | | | | | | |
| 5 | Overhead & Profit 15% on 4 | | | | | | | |
| | | | | | | | | |
| 6 | Total Rate (4+5) | | | | | | | |
| | | | | | | | | |

| | | | | | | | | |
|---|---------------|--|--|--|--|--|--|--|
| 7 | Per unit rate | | | | | | | |
|---|---------------|--|--|--|--|--|--|--|

Sign & Seal of the Tenderer

Annexure-E

Irrevocable Undertaking

(on Rs.500/-Stamp Paper)

I, Shri/Smt.....aged,years Indian
Inhabitant. Proprietor/Partner/Director of M/s
Resident atdo hereby give irrevocable
undertaking as under;

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

Solemnly affirmed at

DEPONENT

This day of
BEFORE ME

Interpreted Explained and Identified by me.

ANNEXURE 'F'

(on Rs.500/-Stamp Paper)

I _____ of _____ do hereby undertake as under

Our _____ firm M/s. _____ have submitted bid for the
work of " _____ ",

I hereby give undertaking that if the said work is entrusted to our firm, the same will be
completed within stipulated time period mentioned in the tender and in case of not completing the
work within the time period, penalty will be recovered from my payment for such a lapse as per
tender condition.

Sign & Seal of the Tenderer

ANNEXURE 'G'

Format of Memorandum of Understanding (MOU) Between Bidder & Geo synthetic Manufacturer

(The MOU shall be on Non-Judicial stamp Paper of Rs. 500/- duly Attested by
Public Notary, Maharashtra.)

This Memorandum of Understanding (MOU) entered into this day of _____-2022
at

.....among

M/s(Name of the bidder) and having
office at.....India hereinafter referred as
Party of the First Part

And

M/s(Name of the for Geosynthetic
Manufacturer

Andhavingoffice
at.....

...

India hereinafter referred as Party of the Second Part

the parties are individually referred to as a Party and collectively as Parties

WHEREAS Municipal Corporation of Greater Mumbai , Mumbai 400001 has invited tenders
from bidders for “*Proposed Construction of Earthen Bund along Water front at Kanjur
Municipal Solid Waste (MSW) processing facility Eastern Express Highway, Kanjur Marg
(E), Mumbai*”.

AND WHEREAS the MCGM has included additional condition in the tender document
regarding the MoU to be entered by successful bidder with the **Geosynthetic Manufacturer**
for assured supply of material specified in this tender . Also submit specifications along with
test reports of material to be used for this work which fulfill specification of material
mentioned in the tender document.

Therefore I/We, the Party at First Part (i.e. successful bidder) and party at Second Part (i.e.
Geosynthetic Manufacturer) do hereby agree to assured supply of material specified in this
tender. Also submit specifications along with test reports of material to be used for this work
which fulfill specification of material mentioned in the tender document for “*Proposed
Construction of Earthen Bund along Water front at Kanjur Municipal Solid Waste (MSW)
processing facility Eastern Express Highway, Kanjur Marg (E), Mumbai*” as per terms &
conditions mutually agreed by first part (successful bidder) second part (i.e. Geosynthetic
Manufacturer).

1. Supply and laying Geosynthetic Material included in BOQ of subject work.

2. Services related above work shall be made available instantly, to assist the contractor (Name and address of contractor and employer (MCGM Mumbai) on all matters regarding subject work as well as defect liability period.

In case of any disputes / litigation between the Party at First Part (i.e. successful bidder) and party at Second Part (i.e. Geosynthetic Manufacturer) regarding above work, we both parties the Party at First Part (i.e. successful bidder) and party at Second Part (i.e. Geosynthetic Manufacturer) indemnify that M.C.G.M. and all its officers will not be party for that in any case.

In witness whereof the parties affirm that the information provided is accurate and true

Date :

Place:

(Party of first part)

(Party of second part)

Witness:

- 1.
- 2

PROFORMAS

PROFORMA- I

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

| PROFORMA- I | | | | | |
|--------------------|---------------------|----------------------|-------------------------------|---------------------------|--------------------------|
| Sr.No. | Name of the Project | Name of the employer | Stipulated date of completion | Actual date of completion | Actual Cost of work done |
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |
| | | | | | |

NOTE:

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

PROFORMA- II

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

| PROFORMA- II | | | | | |
|--------------|----------------|---|-------------------------------------|---------------------------|----------|
| Sr.No. | Financial year | Annual Turnover of Civil Engineering Works | Updated value to current year | Average of last 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.

PROFORMA- III

Atleast similar work, as stated in paragraph 'A'.

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

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

PERSONNEL:

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

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

MACHINERY: (for special work only)

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

PROFORMA- V/B

the requisite Scanned Attested documents of

| Sr.No. | Equipment | Number | Owned |
|--------|-----------|--------|-------|
| 1 | 2 | 3 | 4 |

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

PROFORMA - VI / A

Details of Existing Commitments and ongoing works –

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

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

PROFORMA - VI / B

Details of works for which bids are already uploaded –

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

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

PROFORMA – VII

The tender shall upload information on litigation/ arbitration history in which the tenderer in involved in the Proforma VII

| Other Party (ies) | Employer | Cause of Dispute | Amount involved | Remarks showing Present Status |
|-------------------|----------|------------------|-----------------|--------------------------------|
| | | | | |
| | | | | |

Note: Scanned, attested copies of the document should be annexed and uploaded.

SECTION 18

CIRCULARS

Please note that all the prevailing circulars/policies of MCGM till date are applicable to this tender even if not mentioned herewith. The Bidder's attention is specially drawn to following circulars which shall be complied by the successful bidder.

| Sr. No. | Circular No. | Circular related to |
|---------|--|---|
| 1 | CA_FRT_12 dated 21.06.2012 | LabourCess |
| 2 | CA_Finance_project_city_17 dated 06.09.2017 | Anti-Profiteering, GST |
| 3 | MGC-F-6342 dated 05.05.2018 | Barricading |
| 4 | DMC_CPD_3217 dated 02.03.2019 | Grievance redressal Mechanism |
| 5 | Circular CAF_Project_21 dated 07.09.2020 | revised RM, contract deposit, PG & ASD guidelines |
| 6 | Circular u/no. Dy.Ch.E./SWM/3957 dtd. 28.09.2018 | SOP of construction & Demolition waste management Rules 2016 |
| 7 | DMC_SWM_4677 dated 12.02.2019 | Implementation of construction & Demolition waste management Rules 2016 |
| 8 | CA/FRG/05 dtd 24.04.2020 | Legal charges for 2020-2021 |
| 9 | AMC/ES/7725/II dtd.18.12.2014 | Trench Policy guidelines |
| 10 | AMC/ES/9923/II dtd.20.07.2015 | Trench Policy guidelines |
| 11 | Ch.E./1165/Rds/MC dtd 29.07.2016 | Trench Policy guidelines |
| 12 | MGC/F/4255 dtd. 10.08.2017 | Policy of Trenching ongoing project roads |
| 13 | ChE_637_SR_Roads and Tr dated 11.02.2020 | Circular of penalty on trench contractor |
| 14 | Dir/ES&P/415/III dated 31.12.2019 | Proposed Accidental compensation policy |
| 15 | MGC_F_8659 dated 07.09.2019 | Modified Arbitration clause circular |
| 16 | CA(F)/Project/32 of 26.10.2020 | Bid Security or EMD |
| 17 | प्रले/वित्त/प्रकल्प/36 dtd 07.12.2020 | Revised RM, Not to insist PG |
| 18 | Dy.Ch.E./8696/SWD/WS dtd 16.07.2020 | To Standardise Storm Water Drains |
| 19 | CA / FBK / 303 dated 17.03.2018 | IDBI Bank B. G. not Valid. |
| 20 | CA/F/Project/City/28 dated 10.11.2017 | Tax |

Please Note:

It shall be binding on successful bidder to also comply with all latest notifications pertaining to pollution such as but not limited to:-

THE NOISE POLLUTION (REGULATION AND CONTROL) RULES, 2000

C- 255

बृहन्मुंबई महानगरपालिका

परिपत्रक

म.ले./वित्त/प्रकल्प/शहर/१७ दिनांक ०६.०९.२०१७

विषय: जीएसटी अमलबजावणीनंतर महानगरपालिकेतील कंत्राटार होणा-या बदलाबाबत

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

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

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

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

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

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

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

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

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

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3) अभिलेखन :-

प्रमुख लेखापाल (ग.प.म.नि.)

~~SECRET~~
(When required)

उप आमुक्त (स.प्र.)

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MUNICIPAL CORPORATION OF GREATER MUMBAI

Central Purchase Department

CIRCULAR

No. D.M.C./CPD/3217 Date: 02.03.2019

Sub : To incorporate new clause of internal "GRIEVANCE REDRESSAL MECHANISM" in the standard Bid document.

Ref: i) CA/FRD/1/05 dt. 10.05.2016
ii) MGC/F/8155 dtd. 30.01.2019.

- Vide above reference, Hon'ble M.C. has granted to discontinue the existing Procurement Redressal Committee & to incorporate new clause of internal "GRIEVANCE REDRESSAL MECHANISM" as mentioned below in the bid document.

INTERNAL GRIEVANCE REDRESSAL MECHANISM

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

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

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

Upon receipt of such application for review, M.C.G.M. may decide whether the bid process is required to be suspended pending disposal of such review. The M.C.G.M. after examining the application and the documents available to him, give such reliefs as

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may be considered appropriate and communicate its decision to the Applicant and required to other bidders or prospective bidders, as the case may be.

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

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

1st Appeal by the bidder against the decision of C.E./HoD/Dean can be made to concerned D.M.C / Director who should decide appeal in 7 days.

If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C for decision.

Grievance Redressal Committee (GRC) is headed by concerned D.M.C / Director of particular department for the first appeal / grievances by the bidder against the decision for responsiveness / non-responsiveness in Packet 'A', Packet 'B' or Packet 'C', and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.

This Grievance Redressal Committee (GRC) will be operated through DMC(CPD) office where appeals of aggrieved bidder will be received with fee of Rs. 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C and further proceeding will be carried out through registrar appointed by MCGM.

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

- Determination of need of procurement
- The decision of whether or not to enter into negotiations.
- Cancellation of a procurement process for certain reasons.

On receipt of recommendation of the Committee, It will be communicated his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

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

- All head of department are therefore requested to take a note of above and process tenders accordingly.

Sd/- 21.02.19

D.M.C(CPD)

CIRCULAR

2018-19

No. D.M.C./CPD/3217 Date: 02.03.2019

CC: to

| | | | | |
|-------------------|---|---|--|--------------------------|
| Director(E,S&P) | D.M.C(E) | D.M.C(S.E) | D.M.C(SWM) | D.M.C(Education) |
| 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(A&C) | D.M.C(Improvement) |
| D.M.C(D.M) | D.M.C(Spl.) | D.M.C(M.C's Office) | D.M.C(E.R.) | Director(M.E & M.H) |
| Ch.M.S(Sp. Hosp.) | E.H.O Dean (LTMG Hosp. & Med. College) | P.S. to M.C. Dean (B.Y.L Nair Hosp.) | C.E. Dean (Nair Hosp. Dental College) | P.S. to AMC(P)/145/15/16 |
| Dean (KEM Hosp.) | | | | H.E. |
| Ch.E.(D.P) | Ch.E.(Roads & Traffic) | Ch.E.(M.S.D.P) | Ch.E.(SWD) | Ch.E.(S.O) |
| Ch.E.(S.P) | Ch.E.(W.S.P) | Ch.E.(Vig.) | Ch.E.(B.M) | Ch.E.(S.W.M) |
| Ch.E.(Bridge) | Ch.E.(M&E) | Ch.E.(C.T.I. & R.C) | Ch. L.O | Edu. Officer |
| M.A | Security Officer | Law Officer | Supt. Of Garden | Supt. Of Licence |
| M.C.A | M.S. | C.A.(F) | C.A.(T) | C.A.(W.S.S.D) |

Copy submitted for information please

DY. CA (Exp)

14-02-2019
DY. Ch.E.(CPD)

लेखा अधिकारी (उपस्थ) 21/3-2019

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जल-६३-२५००(३२)

बुहनुंबई महानगरपालिका

परिपत्रक

२०१२-२०१३

परिपत्रक क्र.प्र.ले./एफआरटी/१२ दिनांक २१.०६.२०१२

विषय:- इमारत व इतर बांधकाम कामगार (रोजगार नियमन व सेवाशर्ती) अधिनियम १९९६ तसेच इमारत व इतर बांधकाम कामगार कल्याण उपकर नियम १९९८ अंतर्गत उपकर वसूल करावयाची कार्यपध्दती निश्चित करणेबाबत.

- संदर्भ:- १) इमारत व इतर बांधकाम कामगार (रोजगार नियमन व सेवाशर्ती) अधिनियम १९९६
२) इमारत व इतर बांधकाम कामगार उपकर अधिनियम १९९६
३) इमारत व इतर बांधकाम कामगार उपकर नियम १९९८
४) महाराष्ट्र इमारत व इतर बांधकाम कामगार (रोजगार व सेवाशर्ती नियमन) नियम २००७ दि.०५.०२.२००७.
५) महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याण उपकर नियम २००७.
६) शासन निर्णय क्र.बीसीए/२००९/प्र.क्र.१०८/कामगार ७-अ मंत्रालय मुंबई-३२ दि.१७.०६.२०१०.

इमारत व इतर बांधकाम कामगार (रोजगार विनियमन व सेवाशर्ती) अधिनियम १९९६ (केंद्रीय अधिनियम २७/१९९६) आणि त्या अंतर्गत इमारत व इतर बांधकाम कामगार कल्याण उपकर अधिनियम १९९६ हे कायदे केंद्र शासनाने, इमारत व इतर बांधकाम क्षेत्रात कार्यरत असलेल्या बांधकाम मजुरांचे कल्याण करण्याच्या उद्देशाने पारीत केले असून, सदर कायद्याची महाराष्ट्र राज्यात अंमलबजावणी करण्याच्या दृष्टीने, महाराष्ट्र शासन निर्णय क्र. बीसीए२००९/प्र.क्र.१०८/कामगार ७-अ दि.१७ जून २०१० अन्वये, इमारत व इतर बांधकाम कामगार (रोजगार विनियमन व सेवाशर्ती) अधिनियम १९९६ तसेच इमारत व इतर बांधकाम कामगार कल्याण उपकर नियम १९९८ अंतर्गत उपकर वसूल करावयाची कार्यपध्दती विहित केली आहे. त्यानुसार दि.०१.०१.२००८ च्या पूर्वलक्षी प्रभावापासून विहित केलेल्या दराने उपकर वसूल करून ३० दिवसांच्या आत शासकीय तिजोरीमध्ये भरणा करावयाचा आहे.

या संदर्भात, उप प्रमुख अभियंता (इमारत प्रस्ताव) शहर यांनी परिपत्रक क्र.उपप्रमुख अभियंता/३६६३/इ.प्र.(शहर) दि.३०.०९.२०११ अन्वये धोरण निश्चित केले आहे. मात्र त्यामधील खालील नमूद करावयाच्या राहून गेलेल्या मुद्दांबाबत सुधारित आदेश देण्यात येत आहेत.

| अ.क्र. | परिपत्रक क्र.संप्रमुख अभियंता/३६६३/इ.प्र.(शहर) दि.३०.०९.२०११ मधील नमूद मुद्दा | सुधारीत आदेश |
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| १. | इमारत व इतर बांधकाम (रोजगार नियमन व सेवाशर्ती) अधिनियम १९९६ तसेच इमारत व इतर बांधकाम कामगार कल्याण उपकर नियम १९९८ अंतर्गत उपकराची वसुली दि.०१.०७.२०१० पासून करणे आवश्यक आहे. | इमारत व इतर बांधकाम (रोजगार नियमन व सेवाशर्ती) अधिनियम १९९६ तसेच इमारत व इतर बांधकाम कामगार कल्याण उपकर नियम १९९८ अंतर्गत उपकराची वसुली दि.०१.०१.२००८ च्या पूर्वलक्षी प्रभावाने करण्यात यावी. |
| २. | उपकराच्या रकमेचा भरणा करणे, ताळेबंद करणे व तो गोळा करण्याकरिता झालेल्या खर्चाचा परतावा इ. बाबतीची कार्यवाही प्रमुख लेखापाल खात्याने करणे अपेक्षित आहे. | शासन निर्णयासोबत जोडलेल्या प्रपत्र-१, परिशिष्ट-२, ३ व ४ अन्वये मंडळाला सादर करावयाचा तपशील संबंधित खात्यांशी निगडीत असल्याकारणाने उपकराच्या रकमेचा भरणा / ताळेबंद व तो वसूल करण्यासाठी झालेल्या खर्चाचा परतावा इ. बाबतीची कार्यवाही संबंधित खात्यानेच करावी व त्याचे लेखापरीक्षण व त्याबाबतच्या संप कार्यप्रणालीमध्ये नोंद घेण्याबाबतची कार्यवाही प्रमुख लेखापाल खात्यातर्फे करण्यात यावी. (याबाबतच्या अधिक स्पष्ट सूचना सदर परिपत्रकामध्ये पुढे देण्यात आल्या आहेत.) |
| ३. | सदर अधिनियमांतर्गत - संबंधित विभाग शासकीय / निमशासकीय उपक्रम यांनी बांधकामास परवानगी देण्याच्या प्रत्येक प्रकरणास युनिक क्रमांक देऊन, बांधकाम सुरु करण्याच्या प्रमाणपत्रामध्ये तो नमूद करणे आवश्यक असल्याचा तरतुदीचा उल्लेख सदर परिपत्रकामध्ये केलेला नाही. | सर्व संबंधित विभाग शासकीय / निमशासकीय उपक्रम यांनी बांधकामास परवानगी देण्याच्या प्रत्येक प्रकरणास युनिक क्रमांक द्यावा आणि हा क्रमांक बांधकाम सुरु करण्याच्या प्रमाणपत्रामध्ये नमूद करावा. महाराष्ट्र व इतर बांधकाम उपकरासंबंधीचा हा युनिक कोड नसेल तर बांधकाम सुरु करण्याचे प्रमाणपत्र अपूर्ण असल्याचे मानण्यात यावे. |

उप प्रमुख अभियंता (इमारत प्रस्ताव) शहर यांनी उपरोक्त परिपत्रकान्वये केवळ इमारत प्रस्ताव विभागापुरतेच धोरण निश्चित केले आहे. तथापि, कंत्राटदाराच्या बाबतीत त्यांच्या देयकामधून उपकराची रक्कम वसूल करावयाची असून, स्थानिक प्राधिकरणामार्फत करण्यात येणाऱ्या इमारत व इतर बांधकामावरही उपकराची आकारणी करावयाची असल्याने शासन परिपत्रक क्र.बीसीए२००७/प्र.क्र.७८८/कामगार ७-अ दि.२६.१०.२००९ व शासन निर्णय क्र.बीसीए/२००९/प्र.क्र.१०८/कामगार ७-अ दि.१७.०६.२०१०

च्या प्रती सोबत जोडल्या असून त्यामधील मार्गदर्शक तत्त्वांनुसार विहित केलेल्या कार्यपद्धतीने उपकराची वसुली व शासकीय तिजोरीमध्ये भरणा करण्यात यावा.

याशिवाय वरील कार्यपद्धतीमध्ये सुसूत्रता राखण्याच्या दृष्टीने तसेच लेखा परीक्षण व संप कार्यप्रणालीच्या अनुषंगाने खालील मार्गदर्शक तत्त्वे / सूचना विहित करण्यात आल्या आहेत.

- १) इमारत व इतर बांधकामावर आकारण्यात येणाऱ्या उपकराची रक्कम ३५०३०९१०५ (इमारत बांधकाम कल्याणकारी उपकर) या लेखा संकेतांकाखाली जमा करण्यात यावी.
- २) जमा करण्यात आलेली उपकराची रक्कम-शासकीय तिजोरीत भरणा करण्यापूर्वी संबंधित खात्याने, संबंधित लेखा विभागाकडून त्याची पडताळणी करून घेतल्यावरच उपकराच्या रकमेचा धनादेश विहित केलेल्या कालावधीमध्ये संबंधित खात्यानेच (विभागीय कार्यालयामध्ये ज्यांनी कंत्राटदाराला कार्यदेश दिला असेल त्या संबंधित खात्याने) शासकीय तिजोरीमध्ये जमा करावा. मात्र कोणत्याही परिस्थितीमध्ये विहित केलेल्या कालावधीचे उल्लंघन-होणार नाही याबाबीची खबरदारी संबंधित खात्याने घ्यावी.
- ३) "इमारत व इतर बांधकाम उपकराद्वारे" जमा केलेली रक्कम मंडळाकडे ३० दिवसांच्या आत जमा करणे आवश्यक असल्याने कार्यालयीन सोयीसाठी प्रत्येक महिन्याच्या पहिल्या पंधरवड्यात जमा होणारा उपकर त्याच महिन्याच्या ३० तारखेपर्यंत तर दुसऱ्या पंधरवड्यात जमा होणारा उपकर पुढील महिन्याच्या १४ तारखेपर्यंत संबंधित खात्यांनी मंडळाकडे भरावा.
- ४) उपकराच्या रकमेचा धनाकर्ष महाराष्ट्र राज्य इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ मुंबई यांच्या खाते क्र. ००४२२०११००००१५३ 'बँक ऑफ इंडिया' मुंबई यांच्या कोणत्याही शाखेत विहित चलनाद्वारे जमा करावा. चलनाची प्रत शासन निर्णयासोबत जोडली असून चलनाच्या प्रती बँकेत किंवा मंडळाच्या वांद्रे कुर्ला कॉम्प्लेक्स येथील कार्यालयात उपलब्ध असतील.
- ५) भरणा केलेल्या उपकराच्या रकमेबाबतचा त्रैमासिक अहवाल अर्थसंकल्प अ, व व ई च्या बाबतीत संबंधित खात्याने लेखा अधिकारी (महसूल) विक्रीकर विभाग व अर्थसंकल्प 'ग' बाबतीत लेखा अधिकारी (रोख) पा.पु.म.नि. यांजकडे दिनांक १५ एप्रिल, १५ जुलै, १५ ऑक्टोबर, १५ जानेवारी पूर्वी नियमितपणे पाठवावा.
- ६) उपकराची वसुली व भरणा इ. संदर्भातील आवश्यक तो सर्व तपशील संबंधित खात्याने शासन निर्णयामध्ये विहित केलेल्या कालावधीमध्ये त्यासोबत जोडलेल्या विहित प्रपत्र / परिशिष्टांन्वये अध्यक्ष, महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याण मंडळ, वांद्रे कुर्ला कॉम्प्लेक्स, कामगार आयुक्तांचे कार्यालय, कामगार भवन, आर.बी.आय.च्या बाजूला, वांद्रे (पूर्व), मुंबई - ४०० ०५१ यांना सादर करावा.

मंडळाला विविध परिशिष्टें सादर करावयाच्या कालावधीचा तपशील खालीलप्रमाणे आहे:

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| १ | प्रपत्र - १ | प्रत्येक मालक बांधकामाचे काम सुरु झाल्यापासून ३० दिवसांत किंवा उपकराची रक्कम भरल्यानंतर मंडळाला सादर करेल. |
| २. | परिशिष्ट-२ | संबंधित खात्याने उपकरापोटी जमा करण्यात आलेल्या रकमेचा तपशील दर्शविणारा मासिक तक्ता मुद्रीत महिन्याच्या १० तारखेपूर्वी मंडळाला सादर करावा. |
| ३. | परिशिष्ट-३ | संबंधित खात्याने मंडळाला १५ मे पूर्वी सादर करावयाचे वार्षिक विवरणपत्र. |
| ४. | परिशिष्ट-४ | आराखडे मंजूर करणाऱ्या प्राधिकार्याने १५ मे पूर्वी सादर करावयाचे वार्षिक विवरणपत्र. |

७) उपकराची वसुली व शासकीय तिजोरीमध्ये भरणा केल्याबाबतचा सर्व अभिलेख संबंधित खात्यांनी, जतन करावा.

८) सोबत जोडलेल्या शासन निर्णयामधील परिशिष्ट एक मधील मार्गदर्शक तत्त्व क्र. १२ अन्वये युनिक कोड नंबर संबंधीच्या सूचना केलेल्या आहेत त्या संदर्भात अधिक स्पष्टीकरणासाठी शासन परिपत्रक क्र. बीसीए २००७/प्र.क्र.७८८/कामगार ७-अ दि.२६ ऑक्टोबर २००९ ची प्रतदेखील सोबत जोडण्यात आली आहे.

९) ज्या प्रकरणी कंत्राटदारांच्या देयकामधून तसेच खात्यामार्फत करण्यात येणाऱ्या बांधकामाच्या खर्चाच्या १% एवढी उपकराची वसुली करावयाची असेल अशा प्रकरणी सदर रकमेतील शासनाला अधिदानीत करावयाची ९९% रक्कम ३५०३०९९०५ (इमारत व इतर बांधकाम कामगार कल्याण उपकर) या लेखा संकेतांकाखाली जमा करण्यात येऊन त्याबाबतचा धनाकर्ष बँकेत जमा करावा व सदर उपकराच्या वसुली खर्चापोटी कापून घेतलेली उर्वरित १% एवढी रक्कम १४०७००१०७ (इमारत व इतर बांधकाम कामगार कल्याण उपकराच्या वसुलीपोटी प्रशासकीय आकार) या लेखा संकेतांकाखाली जमा करण्यात यावी.

तसेच ज्या प्रकरणी बांधकामाच्या आराखड्यास संबंधित प्राधिकरणाच्या मंजूरीची आवश्यकता आहे त्या प्रकरणी उपकरापोटी जमा केलेली १% एवढी सर्व रक्कम धनादेशाद्वारे बँकेत जमा करण्यात यावी व त्याच्या वसुलीपोटी येणाऱ्या खर्चाची रक्कम शासनाकडून विहित कालावधीमध्ये (१५ मे पूर्वी) दावा सादर करून प्राप्त करण्यात यावी.

१०) अर्थसंकल्प अ, ब व ई च्या बाबतीत प्रमुख लेखापाल (वित्त) खात्यातील संबंधित लेखा विभागाने तसेच अर्थसंकल्प 'ग' च्या बाबतीत प्रमुख लेखापाल (पा.पु.म.नि.) यांच्या अखत्यारितील संबंधित लेखा विभाग यांनी उपकराचा भरणा करावयाच्या रकमेचे लेखापरीक्षण करावे.

११) ज्या प्रकरणी, उपकराच्या वसुली खर्चापोटीची रक्कम शासनाकडून प्राप्त करावयाची आहे, त्या प्रकरणी शासनाला दावा दाखल केल्याच्या दिनांकाला सदर रक्कम शासनाकडून प्राप्त

अन. ६३

5

४३१५००३०६ (इमारत व इतर बांधकाम कामगार कल्याण उपकर वसुलीपोटी येणे असलेले प्रशासकीय आकार) या लेखा संकेतांकामध्ये संबंधित लेखा विभागाने पदस्थापित (अपलोड) करावी. तसेच शासनाकडे सादर केलेल्या दाव्याच्या रकमेपैकी प्राप्त झालेल्या रकमेची देखील योग्य ती समायोजना / लेखा नोंद, संबंधित लेखा विभागाने संप कार्यप्रणालीमध्ये घेऊन संबंधित लेखा विभागाने दावा सादर केलेल्या रकमेचा तसेच प्राप्त झालेल्या रकमेचा विहित नमुन्यामधील अहवाल लेखा अधिकारी (महसूल) एफआरव्ही उपविभागाकडे पाठवावा (विहित नमुन्याची प्रत सोबत जोडली आहे).

१२) संदर उपकराची वसुली दि.०१.०१.२००८ पासूनच्या पूर्वलक्षी प्रभावाने करावयाची असल्याने, आतापर्यंत जमा केलेल्या उपकराच्या रकमेचा भरणा वरील सूचनानुसार संबंधित खात्याने कार्यवाही करून त्वरित शासकीय तिजोरीमध्ये करण्यात यावा.

१३) उपरोक्त सूचना या मार्गदर्शक स्वरूपाच्या असून याबाबत अधिक खुलाशाची आवश्यकता भासल्यास संदर्भित परिपत्रके / नियम / अधिनियम संदर्भित करण्यात यावेत अथवा लेखा अधिकारी (महसूल) / प्रमुख लेखापाल खाते यांच्या विभागाशी संपर्क साधण्यात यावा.

सर्व खाते प्रमुख, सहाय्यक आयुक्त, अधिष्ठाता रुग्णालय, नाट्यगृह प्रमुख व इतर आस्थापना प्रमुखांनी त्यांच्या अधिकार क्षेत्रात काम करणाऱ्या संबंधित कर्मचाऱ्यांना उपरोक्त कार्यपद्धती व नियमांचे काटेकोरपणे अंमलबजावणी व पालन करण्याचे आदेश द्यावेत.

सही/- २८.०५.२०१२
प्रमुख लेखापाल (पा.पु.म.नि.)

सही/- २८.०५.२०१२
प्रमुख लेखापाल (कोषागार)

सही/- २३.०५.२०१२
प्रमुख लेखापाल (वित्त)

सही/- ०४.०६.२०१२
अतिरिक्त आयुक्त (प्रकल्प)

सही/- १९.०६.२०१२
महानगरपालिका आयुक्त

परिपत्रक

२०१२-२०१३

परिपत्रक क्र.प्र.ले./एफआरटी/१२ दिनांक २१.०६.२०१२

यांना प्रती (जादा प्रतीसह) माहितीसाठी व आवश्यक कार्यवाहीसाठी रवाना.

Rhandorkar
२२/६/१२
प्रमुख लेखापाल (वित्त) माहितीसाठी

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. Dir / ES & P / 415 / 117 dated 31/12/19

**MINUTES OF MEETING HELD ON 21-12-2019 AT 5.00 P.M. UNDER THE
CHAIRMANSHIP OF DIRECTOR (E.S. & P.) REGARDING ACCIDENT
COMPENSATION POLICY**

The following officers were present for the meeting.

- | | | | |
|----|-------------------------|---|--------------------------|
| 1) | Shri Prakash Savardekar | - | Dy.Ch.Eng. (Roads) Plg. |
| 2) | Shri Ramdas Avhad | - | C.A. (W.S.S.D.) |
| 3) | Shri C.P. Metkar | - | E.E. (Const.) E.S., H.E. |
| 3) | Shri Sunil Jadhav | - | Dy.C.A. (Exp.), C.A. (F) |

The condition to be included in all civil works tenders having value more than Rs. 5 crores is discussed based on the draft policy prepared by Ch.Eng. (S.P.).

After the discussion, the draft is amended and the cases covered as mentioned in the draft policy which includes first aid, hospitalisation, partial/ permanent disability and death.

To decide the cases for compensation, it is felt that a panel shall be formed comprising of

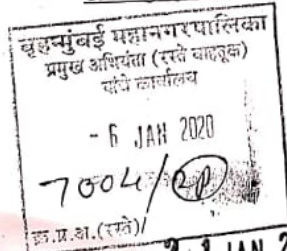
- i) HoD of the concerned deptt.
- ii) MOH of the Ward
- iii) A.S.O. of the Ward

or as may be decided by A.M.C. (P) / Hon'ble M.C.

The meeting then concluded.

[Signature]
Dir (ES & P)

Copy to:- H.E. / Ch.E. (S.P.) / ~~Ch.Eng. (Roads & Traffic)~~ / Ch.Eng. (S.O.) /
Ch.Eng. (S.W.D.) / C.A. (F) / C.A. (W.S.S.D.)



Dy. Ch. E. (Rds) City / W S / E S / Traffic/Planning, *(Asphalt Plg) (SPP)*
For necessary action pls

[Signature]
18/1/20.
E.P.(P) to
Ch. Eng. (Roads & Traffic)

21 JAN 2020

SPECIAL DIRECTIONS FOR ACCIDENT COMPENSATION

(To be included in tender conditions)

(A) Preamble:-

In MCGM infrastructural project works are ongoing by various departments such as Roads/SWD/HE/WSP/MSDP/Bridges/SO/SP/BM etc. As per GCC clause 12, 15 & Special Condition of Contract clause 53 at present contractor is submitting 3 policies namely,

1. W C Policy – Workmen Compensation Policy
2. CAR Policy – Contractor All Risk Policy
3. Maharashtra state worker Welfare Policy.

Workmen Compensation Policy covers for labours working on particular project as per Workman Compensation Act.

CAR Policy i.e. Contractor All Risk Policy covers contractor's work, plant, machinery etc and third party liability to the extent of one event.

Maharashtra State Worker Welfare Board's policy for welfare of workers.

In spite of observing all safety precautions at site, unforeseen incidences/ accidents/ untoward incident may happen. Further, it is observed that, Accidental Compensation to any third party / Public / Trespasser is not fully covered under any of these policies. In view of the various incidences / accidents occurring at site, it is felt that an Accident Compensation Policy to cater for public liability is necessary.

(B) Post accidental situation can be described in 4 stages:

1. In case of any mishap caused to any third person within construction site/ project site because of the negligence / or due to accident/ or untoward incident/ or due to unforeseen reason on account of contractors personnel / machinery resulting in to injury/ permanent disability / death, the contractor shall pay the following compensation to the citizen or his/her legal heir:

- a) **First Aid:** This facility shall be made available at each site by the contractor with all preliminary medical aid.
- b) **Hospitalization:** In case of injury, the contractor shall admit the injured person to the nearest Government hospital or in absence of Government /Municipal hospitals, Private hospital and shall bear all the medical expenses maximum up to Rs.20,000/-.

c) Partial/ Permanent Disability:

- i) In case of partial disability, compensation up to Rs.2,50,000/- shall be paid by the contractor within 7 days on receipt of directions from the competent authority/MCGM Pannel.
- ii) In case of permanent disability compensation up to Rs.5,00,000/- shall be paid by the contractor within 7 days on receipt of directions from the competent authority/ MCGM Pannel.

Note: The state of the partial/ permanent disability to the injured person will be decided after evaluation and certification from the MCGM Pannel.

d) Death:

In case of death, a fixed compensation of Rs.10,00,000/- shall be paid by the contractor to his/her legal heir within 15 days on receipt of directions from the competent authority/MCGM Pannel.

Contractor's obligation period will start from the date of issuance of the work order up to the date of completion of work on site.

Death/ Permanent Disability/ Partial Disability due to accident should not be caused by the following:

- a) Attempted suicide or self-inflicted injuries while sane or insane, or whilst the person is under the influence of any narcotic substance or drug or intoxicating liquor.
- b) The Death/ Permanent Disability/ Partial Disability shall be caused by violent, external and visible means.

MCGM Pannel :- May be included with

- 1) HOD of the concerned department
- 2) MOH of the Ward
- 3) A.S.O. of the Ward

Or as may be decided by the Municipal Commissioner.

Municipal Corporation of Greater Mumbai

(Solid Waste Management Department)

No. D.M.C./S.W.M./ 4677 dt: 12/02/2019.

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 Meetings dt. 28/11/2018 & 23/01/2019
v) DMC / SWM / 3988 dt. 28/12/2018

A Circular has already been issued as per approval of Hon. M.C. sir regarding S.O.P. to be followed for implementation of the Construction & Demolition Waste Management Rules 2016 which mandates all departments to obtain approval to C & D Waste Management Plan from SWM Department for proper disposal of C & D waste material generated out of works carried out by them.

This office has already issued a note to all Depts. / Wards offices to comply the directives and submit their monthly report in prescribe format before **5th of every month.**

However, the response from the Departments / Wards is every poor and the Monitoring Committee has expressed its unhappiness for the same.

Director (E.S.& P.) / D.M.C.(S.E.) / D.M.C.(E.) / Zonal D.M.C. / D.M.C. (Education) are therefore requested to instruct concerned staff & A.Cs. / HODs to comply with the above requirements and submit the report in prescribed format and attached herewith by **5th of every month** and submit the on email ee0176.swm@mcgm.gov.in / dycheswmop@gmail.com


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

Director (E.S.& P.) / D.M.C.(S.E.) / D.M.C.(E.)
D.M.C.(Z-) / D.M.C. (Education)

I to VII

Municipal Corporation of Greater Mumbai

No. Dy.Ch.Eng./SWM3957/Op. dt. /09/2018

CIRCULAR

28-9-2018

Subject: Implementation of the Construction and 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 dtd. 30.08.2018

The Construction and Demolition Waste Management Rules, 2016 is applicable to 'every waste resulting from construction, re-modeling, repair and demolition of any civil structure of individual or organisation or authority who generates construction and demolition waste such as building materials, debris, rubble'.

Hon'ble Supreme Court vide order dated 15/03/2018, has directed to dispose of construction and demolition waste material by following due procedure in accordance with the provisions of the Construction and Demolition Waste Management Rules, 2016".

In order to put curb on the un-authorised dumped waste, it is essential to control it by asking ward Maintenance department or any MCGM department to issue work-permission only after assessing the total estimated quantity of C&D waste likely to be generated out of the repairs / construction / trenching work or any such civil works, and asking them to make payment in advance or in stages of waste generation for the 'Debris on Call' system or transport C&D waste to designated unloading site.

Following standard operating procedure is proposed to be adopted:

- 1) MCGM department like A. E. (Maintenance), A. E. (B&F), H.E., S.O., S.P., M.S.D.P., W.S.P., S.W.D., S.W.M., C.E., B.C., B.M., Roads, Bridges, etc. carrying out civil work / repairs works etc. shall put condition in the tender / quotation / work order to dispose of C&D waste generated either by (i) 'Debris on Call' scheme if generation of C&D waste is less than 300MT for entire project or (ii) contractor shall transport to designated unloading site approved by MCGM S.W.M. department by following due procedure if C&D waste is more than 300MT for entire project.
- 2) The estimated quantity of the C&D waste generated shall be certified by A.E. (Maintenance) Ward or the concerned department.
- 3) If quantity of C&D waste is less than 300MT, A. E. (S.W.M.) Ward will issue Challan for making payment as per 'Debris on call' scheme on approval from Zonal Ex. Eng. (S.W.M.).
- 4) If quantity of C&D waste is more than 300MT, the contractor / agency will submit C&D waste management plan complete with requisite documents to Zonal Ex. Eng. (S.W.M.). On approval, the contractor / citizen / agency carrying out the civil works will be allowed to transport the C&D waste material to the designated unloading site.
- 5) The contractor / citizen / agency carrying out the civil works shall maintain & submit the appropriate record like date, quantity of C&D waste transported, vehicle No., Challan of Receipt of C&D waste from unloading site etc.
- 6) The whole system of issuing NOC for C&D waste transportation and payment will be made ONLINE and for this M/S. Softtech will be asked to develop appropriate software on the basis of existing norms being done for auto-DCR portal.
- 7) The proposals will be processed manually till the complete system fully operational online.
- 8) All the contractors / agencies using designated unloading site must maintain proper record of the C&D waste generated and transported along with date and vehicles through which C&D is transported & the copies of Challans from unloading site for having unloaded the C&D waste and submit the same to A.E. (S.W.M.) ward through concerned department.

Sd/-07/08/2018
Ch. Eng. (S.W.M.)

Sd/-07/08/2018
D.M.C. (S.W.M.)

Sd/-10/08/2018
A.M.C.(E.S.)

Sd/-29/08/2018
Municipal Commissioner

Forwarded for information and compliance please


Dy. Ch. Eng. (SWM) Op.

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.

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 contact 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.)
P

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

Sd/-06.09.2019
M.C.

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

Copy to :

Asstt. Comm. Ward / City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / ~~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.

16/09/19
Director (E. S. & P.)

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.

- 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.

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.)

MUNICIPAL CORPORATION OF GREATER MUMBAI

Central Purchase Department

Dy.Ch.Eng./CPD/ 8610 /AE-5
Date: 22.04.2019

Sub : Circular of incorporating new clause of internal "GRIEVANCE REDRESSAL MECHANISM" in the standard Bid document.

Ref: i) DMC/CPD/3217 dtd. 02.03.2019.
ii) Dir/E.S&P/6272 dtd. 26.03.2019

In continuation of earlier circular u/no. DMC/CPD/3217 dtd. 02.03.2019, all the department are requested to note the following details for grievance redressal mechanism.

The name, address & contact details of registrar appointed by MCGM for Grievance Redressal is as follows:

Registrar, Grievance Redressal Committee

Shri Uday B. Mande
(Mobile) - 9223401774

Office address for correspondence

Central Purchase Department
566, N.M. Joshi Marg
Byculla (West)
Mumbai - 400 011
Email : registrarpc@gmail.com

The other details and complete process of Internal Grievance Redressal mechanism is mentioned in the circular itself and it remains the same.

namish
DY.Ch.E. (CPD)

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CC: to

| | | | | |
|------------------|----------------------------------|-------------------------|----------------------------------|---------------------------|
| Director (E.S&P) | D.M.C(E) | D.M.C(S.E) | D.M.C(SWM) | D.M.C(Education) |
| 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(A&C) | D.M.C(Improvement) |
| D.M.C(D.M) | D.M.C(Spl.) | D.M.C(M.C's Office) | D.M.C(E.R.) | Director(M.E & M.H) |
| Ch.N.S(SF Hosp.) | E.H.O | P.S. to M.C. | C.E. | P.S. to AMC(P)/WS/ES/City |
| Dean (KEM Hosp.) | Dean (LTMG Hosp. & Med. College) | Dean (B.Y.L Nair Hosp.) | Dean (Nair Hosp. Dental College) | H.E. |
| Ch.E.(D.P) | Ch.E.(Roads & Traffic) | Ch.E.(M.S.D.P) | Ch.E.(SWD) | Ch.E.(S.O) |
| Ch.E.(S.P) | Ch.E.(W.S.P) | Ch.E.(Vig.) | Ch.E.(B.M) | Ch.E.(S.W.M) |
| Ch.E.(Bridge) | Ch.E.(M&E) | Ch.E.(C.T.I. & R.C) | Ch. L.O | Edu. Officer |
| A.A | Security Officer | Law Officer | Supt Of Garden | Supt. Of Licence |
| M.C.A | M.S. | C.A.(F) | C.A.(T) | C.A.(W.S.S.D) |

Copy submitted for information please

name 15/4
DY.Ch.E.(CPD)

मुहम्मद महानगरपालिका
प्रमुख उपायुक्त (इ.ब.)
13 MAY 2019
ई.क.:- ११, १२, १५, १७
क 002289

मुहम्मद महानगरपालिका
नगर उपायुक्त
(नगर प्रमुख मुहम्मद) वार्ड कार्यालय
दिनांक ०७/५/१९
क्रमांक: २९९५
कमांक: २९९५

Municipal Architect
✓ Dy.Ch.E.(BM) City/Sub/HIC/SIC
✓ E.E.(BM) (P) / C-1 / C-2 / WS-1 / WS-2 / ES / WPU
E.E.(HQ)
A.O. (BM) I / II / IV / HIC

✓ Ex. Eng. (SIC) City
✓ Ex. Eng. (SIC) E. Sub.
✓ Ex. Eng. (SIC) W. Sub.
✓ Dy. M.A. (SIC)
✓ AE (SIC) M&E
✓ AO (SIC)
Necessary action please

24/5/19
Chief Engineer (BM)

✓ AE (SIC) L & N
✓ AE (SIC) M/E & MW
✓ AE (SIC) S & T
Necessary action please

11.6.19
EE (SIC) ES

the above 3 corporate condition of tender.

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.

(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.c

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

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२०-२१

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

विषय: बृहन्मुंबई महानगरपालिकेची कामे करणाऱ्या कंत्राटदारांकडून कोविड-१९च्या

अनुषंगाने नविन कामांमध्ये Performance Guarantee न देण्याबाबत

संदर्भ: १) महाराष्ट्र शासन परिपत्रक क्रमांक संकीर्ण १०२०/प्र.क्र./१००/

२०२०-व्यय - १२ दिनांक २९ जूलै, २०२०

२) परिपत्रक क्र.उपप्रले/व्यय/ १/०६ दिनांक १०.०८.२०२०

३) क्र.प्रले(वित्त)/प्रकल्प/२० दिनांक २०.०८.२०२०

४) क्र.प्रले(वित्त)/प्रकल्प/२१ दिनांक ०७.०९.२०२०

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

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

कंत्राटदारांकडून देण्यात येऊ नये.

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

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

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

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

दायित्व कालावधी पूर्ण होईपर्यंत हमी म्हणून संबंधित कंत्राटदाराकडून दोष दायित्व कालावधी संपेपर्यंत वेध 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 संपूर्णतः आली नसेल अशा कामांच्या बाबतीत शुध्दीपत्रक (Corrigendum) काढून उपरोक्त मुरा क्रमांक १ व २ अंतर्भूत करण्यात यावा.

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

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

प्रमुख लेखपाल (पा.प.म.वि.)
०३/१२/२०२०

अतिरिक्त आयुक्त (प्रकल्प)

प्रमुख लेखापाल (वित्त)प्र.
०३/१२/२०२०

महानगरपालिका आयुक्त

प.प.म.वि. (सहाय्यक लेखपाल, वित्त प्रकल्प)
०३/१२/२०२०
७ DEC 2020
११/५१/२०२०
३१/१२/२०२०

70
P. circulate

Atul P. Chithore
DIRECTOR (F.S.S.P.)

M.C.C.

Atul
8-12-2020

M.O. (C.C.P.).

श्रीम. प्राविमा. लेखिका

2

३१/१२/२०२०
३-४

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बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२०-२१

क्र.उप.प्र.ले./व्यय/१/०६ दिनांक १०.०८.२०२०

विषय:- केंद्र व राज्य शासनाच्या धर्तीवर कोरोना साथीच्या प्रादुर्भावामुळे महापालिकेची कामे करणाऱ्या कंत्राटदारांना चालू कंत्राटाबाबत सोसाव्या लागत असलेल्या अडचणीसंदर्भात उपाययोजना व सहाय्य करणे.

संदर्भ:- महाराष्ट्र शासन परिपत्रक क्रमांक संकीर्ण १०२०/प्र.क्र.१००/२०२०/व्यय-१२ दिनांक २९ जुलै, २०२०

प्रस्तावना:-

कोव्हिड - १९ महासाथीचा प्रादुर्भाव रोखण्यासाठी केंद्र शासनाच्या गृह विभागाने तसेच राज्य शासनाने मार्गदर्शक सूचना जारी करून लॉकडाऊन जाहीर केले. आपत्ती व्यवस्थापन कायदा-२००५ नुसार घातलेल्या निर्बंधामुळे बांधकाम साहित्याची वाहतूक, मनुष्यबळ तसेच सल्लागार सेवा यांचेवर मोठ्या प्रमाणात विपरित परिणाम झाला आहे. त्यामुळे बांधकाम प्रकल्पांची गती मोठ्या प्रमाणात मंदावली आहे. केंद्र शासनाने कोव्हिड-१९ महामारी ही नैसर्गिक आपत्ती म्हणून ग्रहीत धरून अनेक शासकीय कंत्राटांमध्ये "दैवी संकट" तरतूद (Force Majeure Clause) वापरण्याच्या सूचना दिल्या आहेत. तसेच कामाची मुदत ३ ते ६ महीने एवढी वाढविली आहे. अशा प्रकरणी Performance Security ची रक्कम कंत्राटदारास परत देण्याबाबतची कार्यपद्धती विहित केली आहे. त्या अनुषंगाने संदर्भित शासन परिपत्रकानुसार काही मार्गदर्शक सूचना जारी करण्यात आलेल्या आहेत तसेच त्या मार्गदर्शक सूचना शासकीय कंपन्या, शासकीय उपक्रम, स्थानिक स्वराज्य संस्था, निमशासकीय संस्था यांना योग्य त्या फेरफरांसह लागू करण्याचे निदेश दिलेले आहेत.

२. राज्यात कोरोना साथीच्या प्रादुर्भावामुळे महानगरपालिकेतील कामे करणाऱ्या कंत्राटदारांना सोसाव्या लागत असलेल्या अडचणीसंदर्भात उपाययोजना करणे व त्यांना सहाय्य करणे आवश्यक असून त्यादृष्टीने खालील उपाययोजना करण्यात यावी :-

१) महानगरपालिकेच्या कामाच्या पूर्णत्वासाठी मूदतवाढीची विनंती कंत्राटदाराने केल्यास त्यास दिनांक १५ मार्च, २०२० ते दिनांक १५ सप्टेंबर, २०२० अशी सहा महिन्यांची मूदतवाढ देण्यात येईल. या कालावधीसाठी त्यांच्यावर कोणतीही दंडात्मक कार्यवाही करण्यात येणार नाही. मात्र कंत्राटदारास या कालावधीसाठी कोणतेही दावे (Claims) करता येणार नाहीत. तसेच कोणतेही आयडलींग चार्जेस (Idling Charges) अनुज्ञेय असणार नाहीत. भाववाढीसंदर्भात कंत्राटातील अटी व शर्ती लागू राहतील. वरील सुविधा ज्याप्रकरणी दि. १५ मार्च, २०२० पूर्वी निविदा शर्तीचा अन्यथा भंग झाला नसेल अशा कंत्राटांना लागू राहतील.

२. सुरक्षा अनामत रक्कम (Security Deposit)

२.१) बृहन्मुंबई महानगरपालिकेमध्ये २% किंवा त्यापेक्षा जास्त सुरक्षा अनामत रक्कम ही विनाशर्त बँक हमीपत्र स्वरूपात प्राप्त करण्यात येत असल्याने त्यामध्ये कोणतेही बदल नाहीत.

२.२) रिटेंशन मनी (Retention Money) च्या परताव्याबाबत खालीलप्रमाणे बदल करण्यात येत आहे.

| विद्यमान पध्दत | सुधारित पध्दत |
|--|--|
| महापालिकेत कंत्राटदाराच्या बिलातून ५% रिटेंशन मनी वसूल करण्यात येते. व सदर रिटेंशन मनीचा परतावा ५०% रक्कम काम पूर्ण झाल्याचे प्रमाणपत्र दिल्यानंतर केले जाते व उर्वरित रिटेंशन मनी चा परतावा ५ वर्ष DLP असेल तर ३ न्या वर्षांचा DLP संपल्यावर ३० दिवसात आणि १,२ व ३ वर्षांचा DLP असेल तर DLP Certificate दिल्यानंतर परतावा करण्यात येतो. | कंत्राटातील अटी व शर्तीनुसार रिटेंशन मनीच्या रकमेचा परतावा ज्या दिनांकास अपेक्षित आहे त्या दिनांकापर्यंत वैध असलेली बँक गॅरंटी घेऊन रिटेंशन मनीची रक्कम मुक्त करावी. |

२.३) वरील सुविधा ज्या प्रकरणी दिनांक १५ मार्च २०२० पूर्वी निविदा शर्तीचा अन्यथा भंग झाला नसेल, अशा रु.५० लक्ष पेक्षा अधिक रक्कमेच्या कंत्राटांना लागू राहतील.

३. अतिरिक्त सुरक्षा अनामत रक्कम (ASD)

३.१)

| विद्यमान पध्दत | सुधारित पध्दत |
|--|---|
| महापालिकेत निविदा भरतानाच ASD ची रक्कम रोख स्वरूपात घेतली जाते. सदर ASD च्या संपूर्ण रक्कमेचा परतावा काम पूर्ण झाल्याचे प्रमाणपत्र दिल्यानंतर केले जाते.परंतु ज्या प्रकरणी संबंधित अभियंता सदर कामाच्या काही भागाचे पूर्ण झाल्याचे व त्या भागाचे Taking Over Certificate पारित केल्यानंतर त्या अभियंत्याने शिफारस केल्यानुसार त्या प्रमाणात ASD ची रक्कम परत करण्यात येते. | १. ज्या प्रकरणी ५० टक्क्याहून अधिक रकमेचे काम पूर्ण झाले आहे, त्याप्रकरणी ५० टक्के अतिरिक्त सुरक्षा अनामत रक्कम (ASD) कंत्राटदारास परत करण्यात यावे. २. उर्वरित अनामत रक्कम ती काम पूर्ण होण्याच्या दिनांकापर्यंत वैध असलेली विनाशर्त बँक गॅरंटीच्या मोबदल्यात मुक्त करण्यात यावी. |

३.२) ज्या प्रकरणी १०० टक्क्याहून अधिक रक्कमेचे काम पूर्ण झाले आहे, त्या प्रकरणी अंतिम देयक तातडीने अदा करण्याबाबत कार्यवाही करण्यात यावी. तसेच अतिरिक्त सुरक्षा अनामत रक्कम परत करण्याबाबत निविदा मधील शर्तीनुसार रक्कम कंत्राटदारास परत करण्याबाबत कार्यवाही करण्यात यावी.

३.३) वरील सुविधा ज्या प्रकरणी दिनांक १५ मार्च २०२० पूर्वी निविदा शर्तीचा अन्यथा भंग झाला नसेल, अशा रु.५० लक्ष पेक्षा अधिक रक्कमेच्या कंत्राटांना लागू राहतील.

४. वर नमूद केलेल्या सवलतींचा लाभ घेण्यास इच्छुकता दर्शविल्यानंतर कंत्राटदारास दैवी आपत्ती (Force Majeure Clause) संबंधातील कंत्राटातील अथवा सर्वसाधारण तरतूद लागू करण्याबाबत विनंती करता येणार नाही.

५. सदर मार्गदर्शक सूचना हया अंतरिम स्वरुपाच्या असून नवीन निविदा काढताना त्यांच्या अटी व शर्तीमध्ये या सूचनांचा आधार घेऊन बदल करण्यात येवू नयेत.

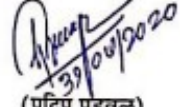
६. सदर मार्गदर्शक सूचना दिनांक ३१ मार्च २०२२ पर्यंत अंमलात राहतील.


७. सदर मार्गदर्शक सूचना या महानगरपालिकेच्या विभागांमार्फत हाती घेण्यात आलेल्या प्रकल्प व कामांच्या कंत्राटांना लागू राहतील. तथापि महापालिकेच्या ज्या कंत्राटदारांविरुद्ध ज्या कामांकरिता विविध चौकशा प्रलंबित आहेत अशा कंत्राटदारांना सदर कामाकरिता तसेच तदनुषंगाने इतर कामातून रोखून ठेवलेल्या रकमांना सुद्धा या सवलती लागू होणार नाहीत. सदर मार्गदर्शक सूचनांच्या अंमलबजावणीसाठीचे अधिकार खाते प्रमुखांना प्रदान करण्यात येत आहेत जेणेकरून सदर प्रकरणी जलद कार्यवाही होईल.

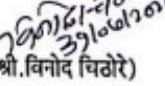
८. सदर प्रकरणी कोणतीही धोरणात्मक शंका अथवा अर्थविवरणाची बाब उद्भवल्यास त्याचे स्पष्टीकरण करण्यासाठी अतिरिक्त आयुक्त (प्रकल्प) यांचे अध्यक्षतेखाली, उपायुक्त (पायाभूत सुविधा), उपायुक्त (विशेष अभियांत्रिकी) व संचालक (अभियांत्रिकी सेवा व प्रकल्प) यांचा समावेश असलेली समिती गठीत करण्यात येईल. या समितीचे सदस्य सचिव म्हणून प्रमुख लेखापाल (वित्त) हे राहतील. सदर समिती त्यांची शिफारस अंतिम निर्णयार्थ महानगरपालिका आयुक्त यांना सादर करतील. महानगरपालिका आयुक्त यांचा यासंबंधीचा निर्णय अंतिम असेल.

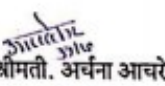
उपरोक्त सूचनांचे काटेकोरपणे अंमलबजावणी करण्याबाबत सर्व खाते प्रमुख/सहाय्यक आयुक्त/रुग्णालय अधिष्ठाता/वैद्यकीय अधिक्षक/उप प्रमुख लेखापाल/लेखा अधिकारी यांनी दक्षता घ्यावी.

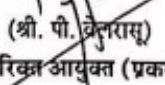

(रो.क. आव्हाड)
२९/०६/२०२०.
प्रमुख लेखापाल (पा.पू.म.नि.)

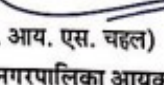

(प्रदिप पडवळ)
२९/०६/२०२०.
प्रमुख लेखापाल (वित्त)प्र.


(श्री.विनोद चिठोरे)
उपायुक्त - (पायाभूत सुविधा)


(श्री.विनोद चिठोरे)
उपायुक्त (वि.अ.)


(श्रीमती. अर्चना आचरेकर)
संचालक (अ.से.व.प्र)


(श्री. पी. वी. कुलकर्णी)
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(श्री. आय. एस. चहल)
महानगरपालिका आयुक्त

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२०-२१

क्र.प्रले(वित्त)/४२ दिनांक ०६.१.२०२१

विषय:- बृहन्मुंबई महानगरपालिकेत कंत्राटदारामार्फत पार पाडायच्या कामाच्या मसुदा निविदेमध्ये अतिरिक्त सुरक्षा अनामत रक्कमेबाबतची सुधारित अट समाविष्ट करण्याबाबत.

संदर्भ:- एमडीडी/७८७८ दिनांक २७.०९.२०१६.

बृहन्मुंबई महानगरपालिकेत कंत्राटदारामार्फत पार पाडण्यात येणाऱ्या कामाकरिताच्या मसुदा-निविदेत समाविष्ट करावयाच्या अतिरिक्त सुरक्षा अनामत रक्कमेबाबतच्या अटीबाबतचे निर्देश संदर्भित परिपत्रकान्वये निर्गमित करण्यात आले आहेत. त्यामध्ये खालीलप्रमाणे सुधारणा करण्यात येत आहे.

विद्यमान पध्दत:-

ई-निविदा सूचनेस प्रतिसाद करून ज्या ज्या कंत्राटदारांनी वजा -१२% पेक्षा कमी दराने टक्केवारी उद्धृत केली आहे, अश्या सर्व कंत्राटदारांना वजा १२% पेक्षा जास्त नमूद केलेल्या प्रत्येक टक्क्याला १% याप्रमाणे कोणतीही मर्यादा न ठेवता ऑनलाईन निविदा सादर करताना अतिरिक्त सुरक्षा अनामत रक्कम ऑनलाईन स्विकारली जाते.

सुधारित पध्दत:-

१. कंत्राटदाराने वजा -१२% पेक्षा कमी दराने टक्केवारी उद्धृत केली असल्यास वजा १२% पेक्षा जास्त असलेल्या प्रत्येक टक्क्याला १% याप्रमाणे ऑनलाईन निविदा सादर करताना अतिरिक्त सुरक्षा अनामत रक्कमेचा ऑनलाईन भरणा करणे आवश्यक नसेल.
२. कंत्राट रकमेनुसार सक्षम प्राधिकार्यांची मंजूरी प्राप्त झाल्यानंतर प्रथम लघुतम असलेल्या निविदाकाराने कार्यस्विकृती पत्रात नमूद केल्यानुसार कार्यालयीन कामकाजाच्या १५ दिवसात विद्यमान पध्दतीनुसार अतिरिक्त सुरक्षा अनामत रक्कम डिमांड झपट स्वरूपात महानगरपालिकेचा नागरी सुविधा केंद्रात जमा करणे व त्या पावतीची प्रत खातेप्रमुखाकडे सादर करणे आवश्यक असेल.
३. जर प्रथम लघुतम निविदाकाराने कार्यस्विकृती पत्रात नमूद केल्यानुसार कार्यालयीन कामकाजाच्या १५ दिवसांमध्ये अतिरिक्त सुरक्षा अनामत रक्कम जमा केली नाही तर सदर कंपनीने भरणा केलेली संपूर्ण इसारा अनामत रक्कम (EMD) जप्त केली जाईल तसेच कंपनीला दोन वर्षासाठी डीबार (Debar) करण्यात येईल, त्याचप्रमाणे त्या कंपनीचे संचालक/

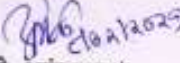
LoA)

Cableing

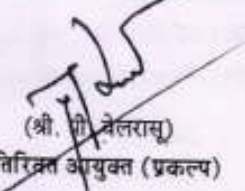
पार्टनर इतर कंपनीमध्ये संचालक/ पार्टनर म्हणून कार्यरत असतील तर ती कंपनी सुद्धा दोन वर्षांकरिता डीबार (Debar) करण्याची कार्यवाही करण्यात येईल.


यापुढील कामाकरिताच्या मसुदानिविदेत परिपत्रकात नमूद केल्याप्रमाणे अतिरिक्त सुरक्षा अनामत रक्कमेबाबतची अट अंतर्भूत करण्यात यावी.

उपरोक्त सूचनांचे काटेकोरपणे अंमलबजावणी करण्याबाबत सर्व खाते प्रमुख/ सहाय्यक आयुक्त/ रुग्णालय अधिष्ठाता/ वैद्यकीय अधिकांक/ उप प्रमुख लेखापाल/ लेखा अधिकारी यांनी दक्षता घ्यावी.

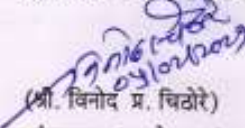

(श्री. अनंत कदम)


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(रा. क. आग्राड)

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(श्री. डी. एस. वोहरा)
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31/02/2024