



**E – Tender for**

**Name of the work**

**“Collection & transportation of Municipal Solid Waste in wards of Brihanmumbai Municipal Corporation to Transfer Stations & final Disposal Sites”.**

**Website – <https://mahatenders.gov.in>**

Sr.No.	Tender ID Nos.	Due Date
1	2025_MCGM_1179477_1	11.06.2025
2	2025_MCGM_1179478_1	
3	2025_MCGM_1179479_1	
4	2025_MCGM_1179480_1	
5	2025_MCGM_1179481_1	
6	2025_MCGM_1179484_1	
7	2025_MCGM_1179485_1	
8	2025_MCGM_1179486_1	

Office of the

**Deputy Chief Engineer (Solid Waste Management) Planning,**

Fourth Floor, Municipal Khatav Market Building,  
Opposite Avishkar Building, Khatavwadi, Sreater road,  
Grant Road (W), Mumbai-400007  
Phone:- 022-23877691/23844450

Email- ([ee1swm.pl@mcmgm.gov.in](mailto:ee1swm.pl@mcmgm.gov.in)/  
[dycheswmpplanning.swm@mcmgm.gov.in](mailto:dycheswmpplanning.swm@mcmgm.gov.in))

**Prepared By**

**Checked By**

**Verified By**

**Approved By**

Sd/-                      Sd/-                      Sd/-                      Sd/-                      Sd/-  
SE (SWM) P1   AE (SWM) P1   Ex.Eng.(SWM) P1   Dy. Ch. Eng. (SWM) P1   Ch.Eng. (SWM)

## INDEX

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PG-NO</b>
<b>1</b>	<b>E-TENDER NOTICE</b>	<b>3-8</b>
<b>2</b>	<b>ELIGIBILITY CRITERIA</b>	<b>9-15</b>
<b>3</b>	<b>DISCLAIMER</b>	<b>16-18</b>
<b>4</b>	<b>INTRODUCTION</b>	<b>19-21</b>
<b>5</b>	<b>E-TENDER ONLINE SUBMISSION PROCESS</b>	<b>22-27</b>
<b>6</b>	<b>INSTRUCTIONS TO APPLICANTS</b>	<b>28-51</b>
<b>7</b>	<b>SCOPE OF WORK</b>	<b>52-54</b>
<b>8</b>	<b>BILL OF QUANTITIES</b>	<b>55-57</b>
<b>9</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	<b>58-117</b>
<b>10</b>	<b>SPECIFICATIONS</b>	<b>118-177</b>
<b>11</b>	<b>FRAUD AND CORRUPT PRACTICES</b>	<b>178-182</b>
<b>12</b>	<b>PRE-BID MEETING</b>	<b>183-184</b>
<b>13</b>	<b>LIST OF APPROVED BANKS</b>	<b>185-189</b>
<b>14</b>	<b>APPENDIX</b>	<b>190-197</b>
<b>15</b>	<b>ANNEXURE AND PROFORMAS</b>	<b>198-247</b>

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

# **BRIHANMUMBAI MUNICIPAL CORPORATION**

## **SOLID WASTE MANAGEMENT DEPARTMENT**

### **E-TENDER NOTICE**

**Subject: Collection & Transportation of Municipal Solid Waste in wards of Brihanmumbai Municipal Corporation to Transfer Stations and final Disposal Sites.**

Brihanmumbai Municipal Corporation (BMC) invites e-tender on item rate basis 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 having majority stake held by Indian Members or shareholders.

The contractors who are not registered with BMC will have to apply for registering their firm within three month's time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

Bidding Process will comprise of THREE stages.

The application form can be downloaded from <https://mahatenders.gov.in>. Tender fees of **Rs. 30,250/- + 18 % GST** shall be paid online at Mahatender portal.

The applicants may have Vendor Registration or get mandatorily registered with e-procurement system of Govt. of Maharashtra (Mahatenders) for e-tendering process & obtain login credentials to participate in the online bidding process.

For e-Tendering registration digital signature certificates are necessary, please refer the authorised digital signature vendor list available at <https://cca.gov.in> or any Licensed Certified Agency (C.A.)

(Later on the lowest responsive bidder has to register as vendor with BMC)

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) For e-Tendering registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab on "Mahatender Portal". 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 centre, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

<b>Name of work</b>	<b>Contract Period</b>
<b>Collection &amp; Transportation of Municipal Solid Waste in wards of Brihanmumbai Municipal Corporation to Transfer Stations and final Disposal Sites - (08 Groups)</b>	<b>7 Years</b>

In terms of the 3-stage system of e-tendering, a Bidder will be required to deposit an Earnest Money Deposit as mentioned against the group

<b>Group No.</b>	<b>Wards</b>	<b>EMD Amount in Cr.</b>
1	A, B, C & D	5.09
2	E, FS & FN	5.37
3	GS & GN	5.12
4	HE & HW	4.39
5	KE & KW	5.99
6	PE, PS & PN	5.46
7	RS, RC & RN	5.38
8	N, S & T	4.86

The E.M.D is refundable in accordance with 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 Mahatenders portal (<https://mahatenders.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. Ch. Eng.(SWM) Planning. The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.

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

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

The Applicants interested for the above referred works may contact the Dy. Chief Eng. (SWM) Planning at the following address on any working day during office hours.

Office of the  
**Deputy Chief Engineer (Solid Waste Management) Planning,**  
Fourth Floor, Municipal Khatav Market Building,  
Opposite Avishkar Building, Khatavwadi, Sleater road,  
Grant Road (W), Mumbai-400007  
Phone:- 022-23877691/23844450  
Email- ([ee1swm.pl@mcmgm.gov.in](mailto:ee1swm.pl@mcmgm.gov.in)/  
[dycheswmplanning.swm@mcmgm.gov.in](mailto:dycheswmplanning.swm@mcmgm.gov.in))

The applicants may wish to visit the site under reference (Wards of BMC) and can collect the information of the present status of the bid from

the department who have invited the bids.

BMC 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 'Tenders Maharashtra' (<https://mahatenders.gov.in>).

Bidders are also advised to refer "Bidders Manual Kit" available at <https://mahatenders.gov.in/nicgep/app> page-> Bidders Manual Kit & service -> page for further details about the e-tendering process.

For any help, in the e-Tendering process, can be availed 24 x 7 by dialling help-desk number 012-4001 002/0120-4001 005 /120-6277 787 on all working days. Email sport Technical : [support-eproc@nic.in](mailto:support-eproc@nic.in).

**SPECIAL NOTE :**

TENDERERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON NIC PORTAL (<https://mahatenders.gov.in>).

**Sd/-  
Dy. Ch. Eng (SWM) Planning**

## HEADER DATA

Tender ID No.	<b>2025_MCGM_1179477_1</b>
	<b>2025_MCGM_1179478_1</b>
	<b>2025_MCGM_1179479_1</b>
	<b>2025_MCGM_1179480_1</b>
	<b>2025_MCGM_1179481_1</b>
	<b>2025_MCGM_1179484_1</b>
	<b>2025_MCGM_1179485_1</b>
	<b>2025_MCGM_1179486_1</b>
Name of Organization	Brihanmumbai Municipal Corporation (BMC)
Subject	<b>Collection &amp; Transportation of Municipal Solid Waste in wards of Brihanmumbai Municipal Corporation to Transfer Stations and final Disposal Sites – (08 Groups)</b>
Tender Fees	Rs 30,250/- + 18% GST.
Bid Security Deposit/ EMD	As mentioned in the table on Pg. No. 05 of this document
Date of issue and sale of tender	14.05.2025 from 11:00Hrs
Last date & time for sale of tender & Receipt of Bid Security Deposit	11.06.2025 upto 16:00Hrs
Submission of Packet A, B & Packet C (Online)	11.06.2025 upto 16:00Hrs
Pre bid Meeting	29.05.2025 at 11.00 Hrs in conference room of AMC (City)
Opening of Packet A & B	16.06.2025 after 16:00Hrs
Address for communication	Office of the Dy.Ch.Eng.(SWM) Planning Fourth Floor, Municipal Khatav Market Building, Opposite Avishkar Building, Khatavwadi, Sreater road, Grant Road (W), Mumbai-400007 Phone:- 022-23877691/23844450 Email- ( <a href="mailto:ee1swm.pl@mcmg.gov.in">ee1swm.pl@mcmg.gov.in</a> / <a href="mailto:dycheswmpplanning.swm@mcmg.gov.in">dycheswmpplanning.swm@mcmg.gov.in</a> )
Venue for opening of bid	On line in Dy. Ch. Eng.(SWM) Pl.'s office

**This tender document is not transferable.**

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

**sd/-**  
**Dy. Ch. Eng. (S.W.M.) Planning**

**SECTION 2**

**ELIGIBILITY CRITERIA**

### A. 1.1 Technical Capacity

The bidder(s) in their own name should have satisfactorily executed the work of similar nature or currently executing the work of similar nature as described in para 1.3 on Pg. No. 12 & 31 of this document in BMC /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. The bidder shall have the work experience of an amount not less than the amount indicated against respective group in the table below.

Group No.	Ward	Three similar completed / ongoing works (value of completed part of ongoing work) each of value not less than amount as mentioned below (Cr.)		Two similar completed / ongoing works (value of completed part of ongoing work) each of value not less than amount as mentioned below (Cr.)		One similar completed / ongoing works (value of completed part of ongoing work) each of value not less than amount as mentioned below (Cr.)
1	A, B, C & D	101.81		127.27		203.62
2	E, FS & FN	107.42		134.27		214.84
3	GS & GN	102.45		128.07		204.91
4	HE & HW	87.78		109.72		175.55
5	KE & KW	119.81		149.77		239.63
6	PE, PS & PN	109.16	<b>OR</b>	136.45	<b>OR</b>	218.32
7	RS, RC & RN	107.51		134.39		215.02
8	N, S & T	97.16		121.46		194.33

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders. However, in case of ongoing works no enhancement in the value of completed part of the work will be made.

**In case the bidder is a joint venture then lead member of the JV shall have a majority (at least 51%) share of interest. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%**

**The lead member shall meet at least 51% requirement of the technical capacity and the experience of the lead member shall only be from a project in which he is a lead member having stake not less than 51%**

**A member of JV firm once bids for a tender for any of the groups from Group 1 to 8, he cannot bid for same or other group's tender either in individual capacity or as a member of another JV firm.**

### **1.2 Financial Capacity**

#### **A. Turnover**

The Bidder shall have achieved an average annual financial turnover as certified by 'Chartered Accountant' not less than an amount indicated against respective group in the table below in the year **2021-22, 2022-23 & 2023-24.**

<b>Group No.</b>	<b>Ward</b>	<b>Amount of Turnover in Cr.</b>
1	A, B, C & D	76.36
2	E, FS & FN	80.56
3	GS & GN	76.84
4	HE & HW	65.83
5	KE & KW	89.86
6	PE, PS & PN	81.87
7	RS, RC & RN	80.63
8	N, S & T	72.87

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

#### **B. Net Worth**

The bidder shall have net worth as certified by 'Chartered Accountant' of 80%

of the turnover mentioned as above for the respective group for which the bidder is going to bid.

### **C. Profitability**

Profit after Tax as certified by 'Chartered Accountant' should be Positive for "Any Three Years" out of the last five consecutive financial years of the Bidder and parent/subsidiary/SPV for which experience is being claimed. The profit shall not be negative for the last two consecutive financial years.

**Note:- A bidder can bid to any nos. of groups provided the bidder fulfils the criterion equal to the sum of the amounts mentioned against the turn over and work experience for those groups. 02 groups can be allotted to a single bidder even if that bidder may become lowest responsive in more than 02 groups. In this case the choice of groups to be allotted to that bidder will lie with BMC based as financially beneficial to BMC.**

**However, BMC reserves the right to allot more than two groups to a single bidder.**

#### **1.3 Similar Experience:**

**Similar work shall mean- "The Bidder shall have work experience in the field of collection & transportation of Solid Waste (excluding collection & transportation of silt) for any Government / Semi - Government Organizations / Public Sector Undertakings, during last seven (7) financial years"**

**Note:- The bidder shall disclose the litigation history in packet 'B' under the head "Details of Litigation History" on their letter head.**

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

**Litigation History must cover - Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./ Govt. Organization 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 BMC & BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the details submitted by the 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 BMC works which can spoil the quantity, output, delivery of any goods or any work execution and within the timeframe.**

#### **1.4 Bid Capacity**

The bidder shall have a bid capacity of an amount not less than the amount given in table below.

<b>Group No.</b>	<b>Wards</b>	<b>Required Bid Capacity (In Cr.)</b>
1	A, B, C & D	509.06
2	E, FS & FN	537.10
3	GS & GN	512.27
4	HE & HW	438.88
5	KE & KW	599.07
6	PE, PS & PN	545.79
7	RS, RC & RN	537.55
8	N, S & T	485.82

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 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, compounded annually) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Project/Works,

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
- Have record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.
- Have been barred/ terminated / blacklisted by BMC /Semi Govt. / Govt. and Public Sector Organisations or an entity controlled by it, from participating in any project, for non-performance/ fraudulent activities/ corruption charges etc., either individually or as member of a Consortium
- Bidders or its parent/subsidiary/associate is under insolvency proceedings like SARFAESI/IBC etc.

**Note :- The Bidder has to submit a sworn affidavit complying with the above.**

### **1.5 Joint Venture**

In case the tenderer wants to bid as a Joint Venture, he is allowed to do so. The joint venture with maximum two firms (1 + 2) shall be accepted.

Lead member of the JV shall have a majority (at least 51%) share of interest. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%

The lead member shall meet at least 51% requirement of the technical capacity and the experience of the lead member shall only be from a project in which he is a lead member having stake not less than 51%

Conditions in detail for Joint Venture which are enlisted in Clause No. 83 of the General Contract Conditions enlisted in this tender shall apply.

**1.6 Infrastructural Set Up**

The bidder shall have their well-established office within the MMR Region. In case the bidder doesn't have an office he shall give an undertaking on Rs.500/- stamp paper that he shall set up an office within MMR within period of 90 days from the date of issue of LOA.

**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 Brihanmumbai Municipal Corporation (BMC), 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 Brihanmumbai Municipal Corporation (BMC) 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 Brihanmumbai Municipal Corporation (BMC), 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. Brihanmumbai Municipal Corporation (BMC) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

Brihanmumbai Municipal Corporation (BMC), 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. Brihanmumbai Municipal Corporation (BMC) 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.

Brihanmumbai Municipal Corporation (BMC) 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 Brihanmumbai Municipal Corporation (BMC) 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 Brihanmumbai Municipal Corporation (BMC) 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 Brihanmumbai Municipal Corporation (BMC) or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and Brihanmumbai Municipal Corporation (BMC) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

# **SECTION 4**

# **INTRODUCTION**

## **INTRODUCTION**

### **1. Background:**

Brihanmumbai Municipal Corporation (BMC) covers an area of 437.71sq.kms.with a population of **1.24 Crores as per census of 2011**. The metropolis accounts major portion of India's international trade and government's revenue, from being one of the foremost centres 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 Brihanmumbai Municipal Corporation (BMC), hereafter called the "corporation", the primary agency responsible for urban governance in Brihan Mumbai.

BMC (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, BMC 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, BMC 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.

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

### **2. Scope of Work:**

BMC 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, Solid Waste Management, Storm Water Drain/Roads and bridges and Building Construction etc.

The scope of work is explained in detail in Section – 7 of this document

under the topic “Scope of Work” & in Section – 10 of this document under the topic “Specifications”. The said work shall be carried out through Service Based approach which means the tender appeals for a complete solution for the work with maximum component of mechanisation.

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

## **E-TENDERING ONLINE SUBMISSION PROCESS**

TENDERERS ARE REQUESTED TO GO THROUGH THE e- TENDER GUIDELINES ON NIC PORTAL (<https://mahatenders.gov.in>). For registration, enrolment for digital signature certificate & user manual, please refer to respective links provided in e-tendering tab. The vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e- Mudhra.

GOVERNMENT E-PROCUREMENT SYSTEM has successfully rolled out the e-bid submission Tendering System through its web site <https://mahatenders.gov.in> Tenders of various Departments have been uploaded, their bids submitted and the same have been opened online. Bids for various tenders published in the web site of Government Departments can be submitted online by enrolling with the above mentioned web site.

The bidders can enroll themselves on the website <https://mahatenders.gov.in> using the option "Online Bidder Enrollment". Possession of a Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://mahatenders.gov.in> under the link "Information about DSC".

The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Vendors can also attend the training/familiarization programme on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal

1. The tender forms can be downloaded from e-procurement system of Govt. of Maharashtra i.e. <http://mahatenders.gov.in> after entering the details of payment towards Tender Fees as per the Header Data / tender notice.
2. The tender submitted by the tenderer shall be based on clarification, additional facility issued(if any) by the BMC, and this tender shall be unconditional. Conditional tenders will be summarily REJECTED.
3. All tenderers are cautioned that the tenders containing any deviation, from the contractual terms and conditions, specifications or other requirements, and conditional tenders will be rejected as non-responsive.
4. Bidder should do Online Enrolment in [www.mahatenders.gov.in](http://www.mahatenders.gov.in) Portal using the option to enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as Mudhra CA/ GNFC/ IDRBT/ MTNL Trust line/SafeScript/ TCS.
5. Bidder then logs into the portal giving user id/password chosen during enrolment.
6. The e-token that is registered should be used by the bidder and should not be misused by others.
7. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
8. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
9. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document otherwise, the bid will be rejected.
10. Applicant will upload Packet A documents in cover1“Fee”and Packet B related Documents in cover 2 “PQC” respectively.

11. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns in the uploaded BOQ, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
12. If there are any clarifications, this may be obtained online through the e Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
13. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
14. Bidder should arrange for the EMD as specified in the tender.
15. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
16. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
17. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
18. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
19. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

20. The bidder may submit the bid documents in online mode only, through this portal. Offline documents will not be handled through this system.
21. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
22. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
23. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
24. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
25. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
26. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not view able by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
27. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL)

with 256 bit encryption technology. Data encryption of sensitive fields is also done.

28. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
29. 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 e-Procurement System of Govt. of Maharashtra (Mahatenders)(<https://mahatenders.gov.in>).
30. Due to any unforeseen circumstances if any of the date mentioned in the header details declared as public holiday, in that case all the dates\* will get shifted by one day or next working day.
31. As the entire tendering procedure is online process; the physical submission of documents shall not be entertained.
32. Bidder manual kit available on the website <https://mahatenders.gov.in> for online payment of Tender fee and EMD, submission of tender Packet A, B and C, etc.
33. As per the three packet system, the document for techno-commercial packet 'A' & 'B' are to be uploaded online by the bidder in cover type 'Fee/Pre-Qual/Technical' and Price Packet 'C' is to be uploaded in Cover type 'Finance' by the tenderer under 'Tender Covers'.
34. 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 as per bidding schedule.
35. The e-tender is available on e-procurement system of Govt. of Maharashtra (Mahatenders) i.e. <https://mahatenders.gov.in>. The tender duly filled in should be uploaded and submitted online on or before the end date of submission. The packet A, packet B and packet C of the tenderer will be opened as per the timetable shown in the Header Data in the Office of 'Ex. Engineer (Mech.) Sew. B.Z.'

**SECTION 6  
INSTRUCTIONS TO  
APPLICANTS**

## INSTRUCTIONS TO APPLICANTS

### **A. Scope of Application**

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

### **B. Eligibility of Applicants**

Brihanmumbai Municipal Corporation (BMC) invites e-tender on item rate basis 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 having majority stake held by Indian Members or shareholders.

The contractors who are not registered with BMC will have to apply for registering their firm within three months time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

#### **D. 1.1 Technical Capacity**

The bidder(s) in their own name should have satisfactorily executed the work of similar nature or currently executing the work of similar nature as described in para 1.3 on Pg. No. 12 & 31 of this document in BMC /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. The bidder shall have the work experience of an amount not less than the amount indicated against respective group in the table below.

Group No.	Ward	Three similar completed / ongoing works (value of completed part of ongoing work) each of value not less than amount	Two similar completed / ongoing works (value of completed part of ongoing work) works each of value not less	One similar completed / ongoing works (value of completed part of ongoing work) works each of value

		as mentioned below (Cr.)		than amount as mentioned below (Cr.)		not less than amount as mentioned below (Cr.)
1	A, B, C & D	101.81		127.27		203.62
2	E, FS & FN	107.42		134.27		214.84
3	GS & GN	102.45		128.07		204.91
4	HE & HW	87.78		109.72		175.55
5	KE & KW	119.81		149.77		239.63
6	PE, PS & PN	109.16	OR	136.45	OR	218.32
7	RS, RC & RN	107.51		134.39		215.02
8	N, S & T	97.16		121.46		194.33

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders. However, in case of ongoing works no enhancement in the value of completed part of the work will be made.

**In case the bidder is a joint venture then lead member of the JV shall have a majority (at least 51%) share of interest. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%**

**The lead member shall meet at least 51% requirement of the technical capacity and the experience of the lead member shall only be from a project in which he is a lead member having stake not less than 51%**

**A member of JV firm once bids for a tender for any of the groups from Group 1 to 8, he cannot bid for same or other group's tender either in individual capacity or as a member of another JV firm.**

## **1.2 Financial Capacity**

### **A. Turnover**

The Bidder shall have achieved an average annual financial turnover as

certified by 'Chartered Accountant' not less than an amount indicated against respective group in the table below in the year **2021-22, 2022-23 & 2023-24.**

<b>Group No.</b>	<b>Ward</b>	<b>Amount of Turnover in Cr.</b>
1	A, B, C & D	76.36
2	E, FS & FN	80.56
3	GS & GN	76.84
4	HE & HW	65.83
5	KE & KW	89.86
6	PE, PS & PN	81.87
7	RS, RC & RN	80.63
8	N, S & T	72.87

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

#### **E. Net Worth**

The bidder shall have net worth as certified by 'Chartered Accountant' of 80% of the turnover mentioned as above for the respective group for which the bidder is going to bid.

#### **F. Profitability**

Profit after Tax as certified by 'Chartered Accountant' should be Positive for "Any Three Years" out of the last five consecutive financial years of the Bidder and parent/subsidiary/SPV for which experience is being claimed. The profit shall not be negative for the last two consecutive financial years.

**Note:- A bidder can bid to any nos. of groups provided the bidder fulfils the criterion equal to the sum of the amounts mentioned against the turn over and work experience for those groups. 02 groups can be allotted to a single bidder even if that bidder may become lowest responsive in more than 02 groups. In this case the choice of groups to be allotted to that bidder will lie with BMC based as financially beneficial to BMC.**

**However, BMC reserves the right to allot more than two groups to a single bidder.**

**1.5 Similar Experience:**

**Similar work shall mean- “The Bidder shall have work experience in the field of collection & transportation of Solid Waste (excluding collection & transportation of silt) for any Government / Semi – Government Organizations / Public Sector Undertakings, during last seven (7) financial years”**

**Note:- The bidder shall disclose the litigation history in packet ‘B’ under the head “Details of Litigation History” on their letter head.**

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

**Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./ Govt. Organization 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 BMC & BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the details submitted by the 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 BMC works which can spoil the quantity, output, delivery of any goods or any work execution and within the timeframe.**

**1.5 Bid Capacity**

The bidder shall have a bid capacity of an amount not less than the amount given in table below.

<b>Group No.</b>	<b>Wards</b>	<b>Required Bid Capacity (In Cr.)</b>
1	A, B, C & D	509.06
2	E, FS & FN	537.10
3	GS & GN	512.27
4	HE & HW	438.88
5	KE & KW	599.07
6	PE, PS & PN	545.79
7	RS, RC & RN	537.55
8	N, S & T	485.82

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 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, compounded annually) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Project/Works,

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
- Have record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.
- Have been barred/ terminated / blacklisted by BMC /Semi Govt. / Govt. and Public Sector Organisations or an entity controlled by it, from participating in any project, for non-performance/ fraudulent activities/ corruption charges etc., either individually or as member of a Consortium
- Bidders or its parent/subsidiary/associate is under insolvency proceedings like SARFAESI/IBC etc.

**Note :- The Bidder has to submit a sworn affidavit complying with the above.**

### **1.5 Joint Venture**

In case the tenderer wants to bid as a Joint Venture, he is allowed to do so. The joint venture with maximum two firms (1 + 2) shall be accepted.

Lead member of the JV shall have a majority (at least 51%) share of interest. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%

The lead member shall meet at least 51% requirement of the technical capacity and the experience of the lead member shall only be from a project in which he is a lead member having stake not less than 51%

Conditions in detail for Joint Venture which are enlisted in Clause No. 83 of the General Contract Conditions enlisted in this tender shall apply.

### **1.6 Infrastructural Set Up**

The bidder shall have their well-established office within the MMR Region. In case the bidder doesn't have an office he shall give an undertaking on Rs.500/- stamp paper that he shall set up an office within MMR within period of 90 days from the date of issue of LOA.

**A. Equipment Capabilities as required for this work:**

**A. Regular & Routine works:** The bidder should, undertake their own studies and furnish with their bid, a detailed planning and methodology supported with assessment study of requirements of equipment/vehicles & machineries to allow the employer to review their proposal. The successful bidder will make the arrangements of the required equipment/vehicles on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge and as per specifications. 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.

~~**B. New and Original Works:** The bidder should, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with assessment study of requirements of equipment/plants & machineries to allow the employer to review their proposal. The bidder will ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge 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 BMC.~~

~~**C. Special Works:** *The concerned Ch. Eng. Shall enlist the equipments in the tender document justified for the project and ensure the capacity of the bidder for the same with the approval of concerned AMC.*~~

**Bidders shall submit the undertaking for equipment/vehicle/machinery capability on Rs. 500 stamp paper separately. All other necessary undertaking shall be submitted on Rs. 500 stamp paper separately.**

**B. TIME PERIOD OF THE PROJECT:**

The contract period of the project is **Seven (7) years** from the expiry of the Mobilisation Period as mentioned in the specifications.

The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor.

The programme for completion of work with Mobilization period, from the date of issue of letter of acceptance to the start date of the contract period shall be a part of the Contract Document in the form of Bar Chart / Gantt chart. The Contractor is supposed to carry out the work and keep the progress as per Bar Chart/GANTT Chart. The Contractor shall complete the work as per the Schedule given in the Contract and the programme submitted by the Contractor.

**C. Contract Execution**

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

Since the work will be allotted to a JV Firm there may be operational difficulties to pay the contract deposit in the name of JV Firm therefore it is allowed to pay the contract deposit in the name of lead member and later on it will be replaced in the name of JV Firm within 03 Months' time period.

**D.** If the amount of the Contract Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance (either by a lead member or by the JV Firm), the Tender / Contractor already accepted shall be considered as cancelled and legal steps will be taken against the

contractor for recovery of the amounts.

**E.** The amount of Security Deposit retained by the BMC 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 BMC shall be adjusted towards the excess cost incurred by the Department on rectification work.

**F. Action when whole of security deposit is forfeited:**

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

- 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 BMC.
- 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 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 new 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 BMC 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 BMC 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.

K. **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 BMC/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 BMC 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 copies of the following original documents-**

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

- a) Valid Registration Certificate.
- b) Valid Bank Solvency Certificate of **Rs. 1.5 Cr.** not more than one year old from due date of the tender.
- c) A document in support of Registration under Maharashtra 'Goods & Service Act 2017. GST Registration Certificate in Maharashtra (or equivalent requirement under GST). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST Registration Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.
- 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 BMC.

**The bidders shall categorically provide their Email-ID in packet 'A'.**

#### **NOTE:**

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

period of **three working days** otherwise they will be treated as non-responsive.

**PACKET – B**

**The Packet ‘B’ shall contain scanned copies of the following original documents-**

- a) The list of similar type of works as stated in para ‘A’ section 1.3 on pg.-10 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’ section 1.3 on pg.-10 of Post qualification.
- b) Annual financial turnover for **preceding three financial years as certified by Chartered Accountant** preceding the Financial Year in which bids are invited. **Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited.** (Proforma – II)
- c) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the yearly 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/ resources before start of the work.
  - i. Details of works in hand (Proforma VI – A & VI – B) (original), along with copies of work orders and attested copies of percentage of work completed or part thereof.
  - ii. All Annexures

- iii. The pre-contract integrity pact & declaration cum indemnity bond on Rs.500/- stamp paper (as per the proforma annexed in 'Annexure B & C' )
- iv. Statement showing assessed available Bid Capacity.
- v. Proforma I to Proforma VI
- vi. Special Annexure –II (Irrevocable Undertaking)
- vii. Form of tender.
- viii.** Litigation history on letter head.

**Note:- Bidders shall submit the undertaking for equipment/vehicle/ machinery capability on Rs. 500 stamp paper separately. All other necessary undertaking shall be submitted on Rs. 500 stamp paper separately.**

- ix. The tenderers shall upload work plan as per the following outline:
  - 1. GANTT chart/ BAR chart showing the completion of work within Mobilization period, considering major activities.
  - 2. Organizational set up envisaged by the contractors.
  - 3. Equipment/Vehicle proposed to be deployed for this work.
  - 4. Office proposed to be set up in MMR region (if not at Present).
  - 5. A note on how the whole work will be carried out (work plan including methodology).
  - 6. Quality management plan.
  - 7.**All the activities included in the Scope of Work shall be covered in the work plan.

**Note:**

- i. The successful 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 BMC as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to

submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.

- ii.** The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. 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**

For Packet 'C' tenderer(s) will fill data in appropriate tab (BoQ) of Mahatender Portal and quotes his item wise rates.

### **Note:**

- 1. The rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Dy.Ch.Eng. The format for rate analysis is annexed at Annexure D. (This format is for reference only, it may change. Bidders have to give their rate analysis in the format communicated to them)**
- 2. BMC may ask for rate analysis to all eligible bidders.**

## **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 BMC Ward Offices.
- Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.

The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.

- The Bid Security/ EMD and ASD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid.
- In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend to the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.

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

**Note:**

**A. Curable Defect shall mean shortfalls in submission such as:**

- a. Non-submission of following documents,**
  - i. Valid Registration Certificate**
  - ii. Valid Bank Solvency**
  - iii. Goods & Service Tax Registration Certificate (GST)**
  - iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.**
  - v. Partnership Deed and any other documents**
  - vi. Undertakings as mentioned in the tender document.**
- b. No proper submission of experience certificates and other documents, etc.**

**B. Non-curable Defect shall mean:-**

- a. In-adequate submission of EMD amount,**
- b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.**

**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**

### **A. Security Deposit**

The security deposit shall mean and comprise **of Contract Deposit**

**Contract Deposit** - The successful tenderer, here after referred to as the contractor shall pay an amount in the form of Cash or Government Securities or Fixed Deposit Receipts or Bank Guarantee or Demand Draft / Bank Pay Order from a Nationalized / Scheduled Commercial Bank approved by BMC, drawn in favour of "Brihanmumbai Municipal Corporation", payable at Mumbai, equal to five (5) percent of the average annual contract sum within thirty days from the date of issue of letter of acceptance.

### **Additional Security Deposit (ASD):**

In addition to contract deposit the successful contractor has to pay additional security deposit within 30 days from date of issue of LOA. This additional security deposit will be applicable when the bid price will be below 12% of the estimated cost. The Additional Security Deposit will be calculated as below:-

Additional Security deposit

$$= \mathbf{X/100} \times \mathbf{office\ estimated\ cost}$$

Where X= percentage of rebate quoted above 12%.

This additional security deposit shall be paid in the form of Government Securities or Fixed Deposit Receipts or Bank Guarantee or Demand Draft/ Bank Pay Order from a Nationalized/ Scheduled Commercial Bank approved by BMC.

### **Refund of Contract Deposit**

The Contract Deposit shall be released within 30 days after completion of contract period/Defect liability period (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.

**Refund of additional Security Deposit (ASD):**

This Additional Security Deposit shall be released within 30 days after completion of contract period 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.

**\*Note:**

- a. It shall be clearly mentioned that the BG shall be applicable for individual work/contract and clubbing of various contracts of the said contractor will not be allowed. In case of obtaining Bank Guarantee, it is necessary to mention that the same shall be valid till certification of final bill subject to no recoveries is pending against the said work.
- b. It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period in the tender. Normally the BG is validated by the Bank for one year hence the successful bidder shall get it re validated before it expiry. If the same is not re validated before expiry, the BG will be encashed.
- c. Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai up to Virar & Kalyan. List of approved Banks is appended at the end of Instructions to 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.

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

Successful tenderer shall pay the Legal Charges +Stationary charges as below or as per latest applicable Circular at the time of award of contract and applicable 18 % GST (currently the amounts mentioned here are as per circular u/no. 26206 dtd 31.08.2023.

<b>Contract cost in Rs.</b>		<b>Legal + Stationary charges from 01.09.23 up to</b>
Up to	50,000/-	Nil
From	50,001/- to 1,00,00,000/-	At the rate of 0.10% of Contract Cost (with respect to rounding off such amount to next hundredth multiple) plus GST at the rate of 18 % (Minimum: Rs. 1000/- plus GST and Maximum: Rs. 10000/- plus GST)
From	1,00,00,001/- to 10,00,00,000/-	Rs. 10,000/- for Contract Cost upto Rs. 1,00,00,000/- plus at the rate of 0.05 % of Contract Cost amount greater than Rs. 1,00,00,000/- (with respect to rounding off such amount to next hundredth multiple) plus GST at the rate of 18 %
From	10,00,00,001/- & above	Rs. 55,000/- for Contract Cost upto Rs. 10,00,00,000/- plus at the rate of 0.01 % of Contract Cost amount greater than Rs. 10,00,00,000/- (with respect to rounding off such amount to next hundredth multiple) plus GST at the rate of 18 %

### C. Stamp Duty: (As per applicable circular)

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

- i. As per the provision made in Article 63, Schedule I of 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 :

महाराष्ट्र शासन राजपत्र 14 ऑक्टोबर 2024

A	Where the amount or value set forth in such contract does not exceed rupees five lakh.	Five Hundred rupees stamp duty
B	Where it exceeds rupees five lakhs	Five hundred rupees plus 0.3% of amount above rupees ten lakhs subject to the maximum of Rs. twenty-five Lakhs stamp duty.
C	Stamp duty on BG	0.5% on amount of BG paid by successful contractor.

- ii. The successful bidder shall enter into a contract agreement with B.M.C 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.
- iv. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.
- v. All above mentioned values are as applicable while inviting the tender. However, the contractor has to pay the stamp duty charges as per the latest applicable circular at the time of award of contract.

### **IMPORTANT DIRECTIONS**

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

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

2. Applicants/Bidders shall refer Mahatender Portal for bid submission. The detail guidelines for creation and submission of bid are available in the referred document.

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to [dycheswmpplanning.swm@mcgm.gov.in/ee1swm.pl@mcgm.gov.in](mailto:dycheswmpplanning.swm@mcgm.gov.in/ee1swm.pl@mcgm.gov.in). The subject shall clearly bear the following identification/title: **"Queries/Request for Additional Information: TENDER for "Subject of the tender"** Any changes in mail ID will be intimated on the portal.

3. In case of **Equal Rate of lowest bidders (L1), 'Sealed Bids' shall be called from the bidders quoting the same rates i.e. L1.**

In case of **equal rate** of lowest bidders is obtained **even after re-quoting**, then the successful bidder will be decided by **lottery system** by Ch.Eng.(SWM).

# **SECTION 7**

# **SCOPE OF WORK**

The scope of work in this Tender Document involves following brief aspects.

(Please note that this is just a brief scope of work. The detailed scope of work is explained in Section -10 (Specifications) of this document

1. Collection and transportation of MSW (Dry & Wet Waste) including materials removed from slums in Wards for the period of seven years as per table given below. *(Collection and transportation of MSW means collection of solid waste deposited at waste collection spots or bins for onward transportation of the waste to the processing or disposal facility)*

<b>Group</b>	<b>Ward</b>
Group 1	A, B, C & D
Group 2	E, FS & FN
Group 3	GS & GN
Group 4	HE & HW
Group 5	KE & KW
Group 6	PE, PS & PN
Group 7	RS, RC & RN
Group 8	N, S & T

2. Loading of waste into vehicles by mechanically or by any other means.
3. Carry out the whole process in accordance with the Solid Waste Management Rules – 2016 & its revisions thereafter.
4. Carry out awareness campaigns and IEC activities to improve and maintain door to door collection & to increase segregation of waste at source.
5. Eliminate the collection spots on the roads by carrying out awareness campaigns & channelize the waste in the system of door step collections.
6. Eliminate open dumping spots on roads and public places and channelize this waste in to the stream of Doorstep Collection system within one year of the start of the contract.
7. Establish & maintain a complaint management system for

waste related complaints in the area by utilising a toll-free number and a call centre.

8. Provide and maintain litter bins on the roads having footpaths and clear the waste from these bins without any second handling directly into the collection vehicles for the entire contract period.
9. Maintain the existing community collection bins and replace the damaged community collection bins in the ward. Provide Bin Attendants in first shift to deter the citizens from throwing the garbage around the bins and deposit the waste on the ground back into the bins.

Successful bidder should eliminate community collection bins and give bin attendance in the period of four years as per below schedule:

Sr. No.	Year	Bins to be attended
1	Year 1	100%
2	Year 2	75% (25% bins should be eliminated)
3	Year 3	50% (50% bins should be eliminated)
4	Year 4	25% (75% bins should be eliminated)
5	Year 5	0% (100% bins should be eliminated)

10. Collection of Dry Waste in separate vehicles and delivering it to Dry Waste Collection Centres in the ward.
11. Collection & Transportation of Construction & Demolition Waste, Horticultural Waste, Bio Medical Waste & Hazardous Waste is out of scope of this contract.

# **SECTION 8**

## **Bill of Quantities**

### Bill of Quantities & Rates

**Subject - Collection & transportation of Municipal Solid Waste in wards of Brihanmumbai Municipal Corporation to Transfer Stations & final Disposal Sites**

Group No	Item Description	Unit	Quantity	Rate per Unit
First year per day rate for the work of "Collection and Transportation of Municipal Solid Waste in ward of Municipal Corporation of Greater Mumbai to transfer stations & final Disposal Sites." as per specifications.				
<b>1</b>	A, B, C & D	Ton	673	
<b>2</b>	E, FS & FN	Ton	769	
<b>3</b>	GS & GN	Ton	788	
<b>4</b>	HE & HW	Ton	620	
<b>5</b>	KE & KW	Ton	886	
<b>6</b>	PE, PS & PN	Ton	748	
<b>7</b>	RS, RC & RN	Ton	776	
<b>8</b>	N, S & T	Ton	657	

**Rate quoted by the bidder shall not include levy component of wages for the workforce deployed**

**Note:-**

- 1) The rate quoted shall be inclusive of all taxes and duties.**
- 2) This BOQ is for representation purpose only. Bidder has to quote the rates in online system only.**
- 3) The rate analysis shall be submitted by L1 & L2 bidder only after demand notification by email to the bidders by concerned Dy. Ch. Eng. The format for rate analysis is annexed at Annexure 'D'. (or in the format mailed to them)**
- 4) The payment for item "Collection and Transportation of Municipal Solid Waste in ward of Municipal Corporation of Greater Mumbai to transfer stations & final Disposal Sites" for A, B, C,D,E FS, FN, GS, GN, HE, HW, KE, KW, PS, PN, PE RS, RC, RN, N, S & T Wards will be made at**

**actual for the waste transported to Transfer Stations & Final Disposal Sites.**

- 5) The Contractor shall be paid or adjusted as per the price variation occurrence depending on the indices corresponding to fuel, labour and maintenance component. check detailed price variation clause at section 10 of this document.**

**SECTION 9**  
**General Conditions of**  
**Contract**

## **General Conditions of Contract**

### **A. General**

#### **1. Definitions**

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

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

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

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

**The “Contractor”** shall mean the individual or firm or company, or JV firms whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company.

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

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

Note: The contract sum shall include the following –

- For item rate contracts, the cost of the work arrived at after finalisation of the quantities shown in schedule of items / quantities by the item rates quoted by the tenderer for various items and summation of the extended cost of each item.

- In case of lump sum contract, the sum for which tender is accepted.
- Special discount / rebate / trade discount offered by the tenderer if any and accepted by the Corporation. Additions or deletions that are accepted after opening of the tenders.

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

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

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

**The Authority** shall mean Brihanmumbai Municipal Corporation (BMC)

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

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

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

**The “Engineer”** shall mean the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer, appointed for the time being or any other officer or officers of the Municipal Corporation who may be authorized

by the commissioner to carry out the functions of the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer or any other competent person appointed by the employer and notified in writing to the Contractor to act in replacement of the Engineer from time to time.

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

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

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

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

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

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

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

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

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

**The Start Date/Commencement Date** It is the date when the Contractor shall commence execution of the Works.

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

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

**The Works**, as defined in the Contract Data, are what the Contract requires the Contractor to carry out the work as per specifications.

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

**Net worth:** - The aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation

## **2. Interpretation**

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

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

2.3 The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work, (4) Contractor's Bid, (5) Contract Data, (6) Special Conditions of

Contract Part (7) General Conditions of Contract Part I, (8) Specifications, (9) Drawings, (10) Bill of Quantities, and (11) Any other document listed in the Contract Data.

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

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

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

### **4. Delegation**

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

### **5. Communications**

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

### **6. Subcontracting**

Subletting shall not be allowed. If subletting is observed during the course of the contract, it shall result in the termination of contract at risk & cost of the successful bidder.

## **7. Other Contractors**

7.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

7.2 The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow and safety of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

## **8. Personnel**

8.1 The Contractor shall employ for the work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.

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

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

8.4 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the BMC /State Government and has either not completed two years after the date of retirement or has not

obtained BMC/State Government's permission to employment with the Contractor.

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

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

### **10. Employer's Risks**

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

### **11. Contractor's Risks**

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

### **12. Insurance**

The contractor has to provide all relevant insurances for the machinery, vehicles & staff as per the governing laws. All expenses towards this shall be borne only by the contractor. BMC shall be indemnified & absolved arising out of any issues & claims etc. out of this.

12.1 Contractor shall take necessary insurance policy, policies so as to provide adequate insurance cover for execution of the awarded contract work from the Director of Insurance Maharashtra State Mumbai only. It's postal address for correspondences 264 MHADA, Opp. Kalanagar Bandra (E) Mumbai-400051 (Tel No. 6438403) (Fax No. 6438690) Insurance policy / policies taken out from any other company will not be accepted. The Contractor should produce the documents of insurance done before payment of 1st. bill. If the contractor fails to produce the documents of insurance. One

percent of the contract amount will be recovered from the contractors 1st bill and remitted towards insurance premium.

The insurance policy shall cover

- I. Loss of damage of property in connection with the contract
- II. Personnel injury or death.
- III. Contractor's all risk (CAR/WC) insurance policy.

### **13. Site Investigation Reports**

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

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

The Engineer will clarify queries on the Contract Data.

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

15.1 The Contractor shall carry out the Works in accordance with the Specifications and Drawings and as per instructions of the Engineer.

15.2 The Contractor shall carry out the works with maximum input of machinery required to ensure the quality of works as per specifications. The Contractor shall deploy the equipment and machinery as required in the contract.

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

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

- The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the

maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

- The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

- The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

- The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

- The Solid Waste Management Rules–2016 & its further iterations / versions. This provides for management & handling of solid Waste
- The Constructions & Demolition Waste Rules, 2016.
- Relevant emission standards for vehicles to operate the vehicles in Mumbai.

## **16. The Works to be completed by the Intended Completion Date**

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

## **17. Approval by the Engineer**

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

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

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

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

## **18. Safety**

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

The contractor shall provide all safety gear to his employees as specified in the specification of Project.

### **18.2 First Aid Facilities: -**

- i. At every work place successful bidder shall provide and maintain first aid box of adequate capacity and it should be easily accessible during working hours
- ii. The first-aid box shall be distinctly marked with a red cross on white background.
- iii. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- iv. Nothing except the prescribed contents shall be kept in the First-aid box.
- v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi. A person in charge of the First-aid box shall be a person trained in First-aid treatment.

### **19. Discoveries**

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

### **~~20. Possession of the Site~~**

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

### **21. Access to the Site**

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

- a. The Engineer
- b. The Employer or authorized by the Employer.

### **22. Instructions**

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

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

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

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

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

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

## **B. Time Control**

### **23. Programme**

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

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

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

An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

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

## **24. Extension of Time in Contracts:**

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

### **a) Extension attributable to BMC**

i. **Extension Due To Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case should not be less than 30 days before the expiry of the date fixed for completion of the works.

ii. **Extension For Delay Due To BMC:** In the event of any failure or delay by BMC to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the BMC due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the BMC may grant such extension(s) of the completion date as may be considered reasonable.

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

be justified with recorded reasons with approval of Ch.Eng. for not anticipating the same while preparing estimates and draft tender.

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

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

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

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

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

### **26. Management Meetings**

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

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

### **C. Quality Control**

#### **28. Identifying Defects**

28.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and test any work that the Engineer considers may have a Defect.

28.2 The Contractor shall permit the Employer's technical person(s) to check the Contractor's work and notify the Engineer and Contractor if any defects that are found.

#### **30. Correction of Defects**

30.1 (a) The Engineer shall give notice to the Contractor of any Defects with respect to the equipment/vehicle/work during the contract period.

(b) Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

(c) The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

#### **31. Uncorrected Defects and Deficiencies**

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

#### **D. Cost Control**

##### **32. Variations**

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

##### **33. Payments for Variations**

33.1 Even if rates for Variation items are not specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.

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

##### **34. Cash Flow Forecasts**

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

##### **35. Payment Certificates**

The payment to the Contractor will be as follows:

(a) A bill shall be submitted by the Contractor monthly and the Engineer In-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 30 days from the presentation of the bill.

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

(c) The value of work executed shall be determined, based on VTMS/ WMS & such IT related systems / IOT devices developed by the BMC. The contractor shall allow to install such IOT devices to be installed on the vehicles.

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

(e) The value of work executed shall also include the valuation of Variations and Compensation Events.

(f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(g) The contractor shall submit all bills on the printed forms at the office of AE (SWM) of the ward. The charges to be made in the bills shall always be entered at the rates specified in tender.

### **36. Payments**

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

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

36.3 No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. One Thousand, the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer In-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only

and not as payments for work actual done and completed and shall not preclude the Engineer In-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim not shall it conclude, determine or effect in any other way, the powers of the Engineer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

36.4 The payment to the contractor for this work shall be made based on the reports generated in the VTMS (Vehicle Tracking & Management System) System/ WMS & other such IT systems/IOT Devices developed by BMC. The contractor shall allow to install such IOT devices to be installed on the vehicles.

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

**38. Tax**

I) As per circular CA(F)/Project/28 dt 28.03.2023

The tenderer shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties and Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills / invoice.

Input Tax credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.”

**Note:- However, in this particular case the tenderer shall quote his rate without levy component of the wages to the workforce deployed as explained in the specifications.**

II) As per circular CA(F)/Project/26 dt 28.07.2022

**Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes / any other levies / fuel charges / labour charges /tolls etc.**

### **39. Currencies**

All payments will be made in Indian Rupees.

### **40. Liquidated Damages**

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

### **41. Cost of Repairs**

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

## **E. Finishing the Contract**

## **42. Completion of Work & Maintenance**

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

## **43. Taking Over**

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

## **44. Final Account**

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

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

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

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

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

~~A percentage of the retention money, over and above the actual retention~~

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

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

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

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

#### **45. Operating and Maintenance Manuals**

If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

#### **46. Termination**

46.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

46.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) The Contractor stops work when no stoppage of work is shown on the current Programme, and the stoppage has not been authorized by the Engineer;
- b) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) The Contractor does not maintain a Security, which is required;
- e) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.
- f) The Contractor fails to provide insurance cover as required under relevant clause.
- g) If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the Contract.
- h) Any other fundamental breaches as specified in the Contract Data.
- i) If the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

46.3 When either party to the contract gives notice of a breach of contract to the Engineer for a cause other than those listed above, the Engineer shall decide whether the breach is fundamental or not.

46.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

46.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

#### **47. Payment upon Termination**

47.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt due from the Contractor to the Employer

47.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

#### **48. Property**

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

#### **49. Release from Performance**

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this

certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## **F) Other Conditions of Contract**

### **50. Labour**

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

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

### **51. Compliance with Labour Regulations**

(a) During continuance of the Contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

(b) Furthermore, the Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of contract

deposit in the form of BG. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

(c) The Contractor shall require his employees to obey all applicable laws, including those concerning safety, health & Environment at work.

(d) **The employees of the Contractor in no case shall be treated as the employees of the BMC at any point of time.**

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

52.1 The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work as required by Engineer In-charge and lastly after the completion of the work. No separate payment will be made to the Contractor for this.

52.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under above clause, shall be taken or permitted by the Contractor to be taken by any of his employees without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

## **~~53. The Apprentices Act, 1961~~**

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

## **54. Contract Document**

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

- 1) Contract Agreement (if completed)
- 2) The letter of Acceptance
- 3) The Bid:
- 4) Addendum to Bid; if any
- 5) Tender Document
- 6) The Bill of Quantities:
- 7) The Specification:
- 8) Detailed Engineering Drawings
- 9) Standard General Conditions of Contracts (GCC)
- 10) All correspondence documents between bidder/contractor and BMC.

#### **55. Conflict of Interest**

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

1. A constituent of such Applicant is also a constituent of another Applicant;  
or
2. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
3. Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or
4. The Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged

by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this TENDER. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

#### **56. Applications and costs thereof**

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

#### **57. Acknowledgment by Applicant**

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

- a. made a complete and careful examination of the tender;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred; and
- d. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- e. has made a site survey of the wards and collection of information in which the applicant has submitted his bid related to population/ topography/geographical conditions/roads, by lanes / waste characteristics/ quantum of waste to be collected and transported/ collection spots (community / doorstep) / nos. of litter bins to be installed/ nos. of community bins to be maintained.

“The Authority” shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or

concerning or relating to the TENDER or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

**58. Right to reject any or all Applications/ Bids**

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

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

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

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by “The Authority”, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by “The Authority” to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this TENDER, the Bidding Documents, the Concession Agreement or under applicable law.

“The Authority” reserves the right to verify all statements, information and documents submitted by the Applicant in response to the TENDER. Any such

verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

**59. The bid shall be rejected if the bidder-**

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

**60. Clarifications**

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

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

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

**61. Amendment of tender**

At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to

clarifications requested by an Applicant, modify the tender by the issuance of Addendum.

Any Addendum thus issued will be made available on Mahatender Portal & BMC portal.

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

### **G) Preparation and Submission of Application**

#### **62. Language**

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

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

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

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

#### **64. Marking of Applications**

The Applicant shall submit the Application on Mahatender Portal together with the documents, with their respective enclosures

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

**65. Late Applications**

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

**66. Confidentiality**

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

**67. Clarification of Financial Bids**

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

**68. Inspection of site and sufficiency of tender:**

1. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the work

(so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials/equipment/vehicles necessary for the completion of the works and means of access to the site, and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the hydrological and climatic conditions.

~~2. The employer may make available to the Contractor data on hydrological and subsurface conditions as obtained by or on his behalf from investigations relevant to the works but the Contractor shall be responsible for his own interpretation thereof. The contractor shall engage his investigating agency with prior approval of the Engineer from the approved list of such agencies by BMC or Govt at his cost initially before commencing actual work and which shall be reimbursed immediately subject to satisfaction of the Engineer for faithful compliance and submission of required data regarding such investigation within specified time.~~

3. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding.

4. **Not Foreseeable Physical Obstructions or Conditions:** If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:

any extension of time to which the Contractor is entitled and

□ and shall notify the Contractor accordingly. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer. However, such costing shall be got approved by the competent authority as governed vide rules prevailing with authority.

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

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

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

~~The Contractor shall at his own cost and to satisfaction of the Engineer provide a temporary office at the work site which will include tables, chairs and lockers for keeping the records. He shall also make necessary arrangements for drinking water, latrines, with doors, windows, locks, bolts and fastenings sufficient for security for the Engineer, and his subordinates, as close to the works from time to time in progress as can be conveniently arranged, and shall at his own cost furnish the office with such chairs, tables, lockers, locks and fastenings as may be required by the Engineer, and no expense of any kind in connection with the erection or upkeep of the offices or fittings shall be borne by the Corporation, but all such work shall be carried out by the Contractor and the expenses thereof defrayed by him. The Contractor shall also make water connections and fit up stand pipe with a bib tap at each office. The latrines and the water connections shall be subject to all the conditions herein elsewhere laid down for temporary water connection~~

~~and latrines generally with all requisite equipments for e-governance and electronic and digital communication. These offices are not to be allowed on public roads without the written instruction of the Engineer. These offices should be preferably located within 50 to 500 m of the worksite. In case the office is more than 500m away from the worksite, the contractor is to provide conveyance. Also, for staff working beyond working hours the contractor has to provide conveyance~~

**~~7. Permission for provision and removal of office on completion of work:~~**

~~The tenderer shall obtain permission for provision of site office, cement go-down, store, etc. on payment of necessary cost implication. The cement go-down, Watchman cabins, etc. shall Supply, Installation, Testing and commissioning of Split type AC units of various capacity at Bhandup Complex. Page 85 be provided as directed and shall be removed by the Tenderers on completion of the work at their cost. It is binding on the Tenderer to fulfill requirements of Environmental Authorities. The location of such office shall be finalized and got approved from the Engineer before erection / commencement work.~~

**69. Official Secrecy:**

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

**70. Subsequent Legislation:**

If on the day of submission of bids for the contract, there occur changes to any National or State statute, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined

by the concerned Engineering Department of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract.

**71. Patent, Right and Royalties:**

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

**72. Payments, Tax and Claims:**

**The limit for unforeseen claims**

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

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

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

**73. Settlement of Disputes:**

**Termination of contract for death**

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

**□□ Settlement of Disputes:**

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the concerned Addl. Municipal Commissioner who shall constitute a committee comprising of three officers i.e. concerned Deputy Municipal Commissioner or Director (ES&P), Chief Engineer other than the Engineer of the Contract and concerned Chief Accountant. The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested

to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until and after the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

**74. Arbitration and Jurisdiction:**

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

i) In case of the 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 sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by said arbitral tribunal. The decision of the arbitral tribunal shall be given in writing ( with reasons) and which will be final & binding upon the parties hereto & 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 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 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 Arbitration Rules of Mumbai Centre for International Arbitration then in force ("MCIA Rules")

(ii) In case of contract where the contract price and/or contract value is Rs. 5,00,00,000/- (Rupees Five Crore Only) or more, any dispute arising out of or in

connection with such a contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved by 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 Arbitration Rules of Mumbai Centre for International Arbitration then in force ("MCIA Rules"). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English. In either case, the law governing this arbitration agreement and the contract shall be in Indian Law.

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

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

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

provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the Contractors and of the legal representatives of any deceased Contractors interest.

**77. Proprietary data**

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

**78. Correspondence with the Applicant**

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

**79. Price Variation Clause**

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

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

~~B) Labour and other materials: For the purpose of this contract and for allowing reimbursement of refund on account of variation of prices of (i) labour, and (ii) materials other than materials mentioned in A above, computation will be based on~~

the formula enunciated below which is based on the presumptions that:

i) The general price level of labour, rises or falls in proportion to the rise or fall of consumer price index number 9 (general) for working class in Mumbai.

ii) The general price level of materials rises or falls in proportion to rise or fall of whole sale price index as published by 'Economic Adviser to Govt. of India'

i) And that the component of labour is to the extent of 30 percent of 88 percent and the component of materials is to the extent of 70 percent of 88 percent of the value of the work carried out. The remaining 12 percent being the presumptive profit of the contractor.

a) Formula for Labour component:

$$VL = (0.88 R) \times 30 \times (I - IO) / 100 - IO$$

b) Formula for Material component :

$$VM = (0.88 R \times 70 - C) \times (W - WO) / 100 - WO$$

Where—

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

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

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

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

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

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

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

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

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

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

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

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

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

~~iii) Where there is no supply of controlled items to contractor the component 'C' shall be taken as zero.~~

~~B) Adjustment after completion: If the Contractor fails to complete the works within the time for completion adjustment of prices thereafter until the date of completion of the works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices whichever is more favorable to the employer, provided that if an extension of time is granted, the above provision shall apply only to adjustments made after the expiry of such extension of time.~~

~~C) Price variation will be calculated similarly and separately for extra items and / or excess quantities and provisional sums calculated under Sub Clause 10 (b)A (i)&(ii) and Sub Clause 10 (b) B(ii) based on the above formula/formulae in Annexure I as and when mentioned in Special conditions of contract; IO and WO being the indices applicable to the date on which the rates under Sub Clause 10 (a)A (i)&(ii) and Sub Clause 10 (a) B(iii) are fixed. No price variation shall be admissible for FAIR items created during execution.~~

~~D) Price variation will be calculated similarly and separately for extra items and / or excess quantities and provisional sums calculated under Sub Clause 10 (b)A (i)&(ii) and Sub Clause 10 (b) B(ii) based on the above formula/formulae in Annexure I as and when mentioned in Special conditions of contract; IO and WO being the indices applicable to the date on which the rates under Sub Clause 10 (a)A (i)&(ii) and Sub Clause 10 (a) B(iii) are fixed. No price variation shall be admissible for FAIR items created during execution.~~

**80. Maximum Price Variation shall be as follows:**

Time Period of Project	Maximum limit of Price Variation
Up to 12 months	No variation allowed
Above 12 months to 24 months	5%
<b>Above 24 months</b>	<b>10%</b>

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

~~Note: 1) The extension in time period for the projects originally estimated including monsoon results in change of price variation slabs as mentioned above i.e. from first slab to~~

~~second slab or from second slab to third slab, then the maximum limit of original slab will prevail.~~

~~2) Operative period shall mean original or extended time period of contract.)~~

~~Operative period shall mean original or extended time period of contract.~~

~~For example:~~

<b>Extension of Time period</b>	<b>Maximum Price Variation</b>
<del>If original period of 11 months <b>including</b> monsoon extends to 16. The operative period will be 11+5 months.</del>	<del>No variation allowed</del>
<del>If original period of 11 months <b>excluding</b> monsoon extends to 16. The operative period will be 11+5 months.</del>	<del>Maximum 5% variation allowed</del>

~~Price Variation during Extended Period of Contract:~~

~~i) Extension Due To Modification & Extension for delay due to BMC : The price variation for the period of extension granted shall be limited to the amount payable as per the Indices. In case the indices increases or decreases,~~

~~above/below the indices applicable, to the last month of the original or extended period vide clause 8(l)(a)(i) and (ii) of standard GCC~~

~~ii) Extension Of Time For Delay Due To Contractor :~~

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

~~iii ) Extension of Time For Delay due to reasons not attributable to BMC and Contractor (Reference Cl.8(d) of Standard GCC): The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increases or decreases, above/below the indices applicable, to the last month of the original period.~~

### **81. Payment:**

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

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

~~iii) On request, the contractor will be paid upto 75 percent of the value of the work carried out as an adhoc payment in the first week of next month after deducting there from recoveries on account of advances, interest, retention money, income tax etc. The balance payment due will be paid thereafter.~~

~~iv) No interim payment will be admitted until such time the Contractor have~~

~~fully complied with the requirement of the Condition no.8 (g) and 8 (h) concerning submission and approval of Network Schedule for the works, as detailed in Condition 8 (h). A fixed sum shall be held in abeyance at the time of next interim payment for non-attainment of each milestone in the network and shall be released only on attainment of the said milestone.~~

~~v) An interim certificate given relating to work done or material delivered may be modified or corrected by a subsequent interim certificate or by the final certificate. No certificate of the Engineer supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract.~~

## **82. Banning/De-Registration of Agencies of Construction works/ M & E work in BMC**

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

### **83 a. JOINT VENTURE**

#### **The guideline for JV are as follows**

**a)** Joint Venture should be allowed only when the number of identifiable different works is more than one and/or the estimated cost of tender is more than Rs.100 Crores. JV shall also be allowed for complex technical work below Rs.100 Crores with the approval of concerned AMC

**b)** Separate identity/name shall be given to the Joint Venture firm.

**c)** Number of members in a JV firm shall not be more than three. ~~in normal circumstances, if the work involves only one discipline (say Civil or Electrical). If number of members in JV is required to be more than three, then approval of concerned AMC needs to be sought.~~

**d)** A member of JV firm once bids for a tender for any of the groups from Group 1 to 8, he cannot bid for same or other group's tender either in individual capacity or as a member of another JV firm.

**e)** The tender form shall be purchased and submitted in the 'name of the JV firm or any constituent member of the JV.

**f)** Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.

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

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

**i)** Once the tender is submitted, the agreement shall not be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this agreement shall be extended till the currency of the contract expires.

**j)** Approval for change of constitution of JV firm shall be at the sole discretion of the BMC. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.

**A member of a JV Firm once bids for a tender, he cannot bid for same or other group's tender either in individual capacity or as a member of another JV Firm.**

**k)** Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility

criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.

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

**m )** On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the BMC before signing the contract agreement for the work. (This agreement format should invariably be part of the tender condition). In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint venture agreement shall have, inter-alia, following clauses:-

**i. Joint and several liability** - The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (BMC) for execution of the project in accordance with General and Special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the BMC during the course of execution of the contract or due to no execution of the contract or part thereof.

**ii. Duration of the Joint Venture Agreement** -It shall be valid during the entire period of the contract including the period of extension if any and the maintenance period after the work is completed.

**iii . Governing Laws** - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

**iv. Authorized Member** -Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.

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

**n)** Documents to be enclosed by the JV firm along with the tender:

**i.** In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:

**a.** Notary certified copy of the Partnership Deed,

**b.** Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).

**c.** Power of Attorney (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.

**ii.** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

**a.** Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.

**iii.** In case one or more members is/are limited companies, the following documents shall be submitted:

**a.** Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

**b.** Copy of Memorandum and articles of Association of the Company.

**c.** Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

**o)** All the members of the JV shall certify that they have not been black listed or debarred by BMC from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members / partners.

**p)** Credentials & Qualifying criteria: Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfilment of the following criteria:

**Technical eligibility criteria:** The Lead member of the JV firm shall meet at least 51% requirement of technical capacity as stipulated in tender document and the experience of the lead member shall only be from a project in which he is a lead member having stake not less than 51%.

**Financial eligibility criteria:** The contractual payments received by the JV firm or the arithmetic sum of contractual payments received by all the members of JV firm

### **83 b. Formation of Special Purpose Vehicle (SPV)**

The Successful Bidder may incorporate the Special Purpose Vehicle (the SPV) under the Indian Companies Act, 1956/2013 registered at Mumbai for entering into a contract for executing this work with BMC and for performing all its obligations as the contractor for the Project. However, the successful bidder is not allowed to reduce his share capital below 26% till the completion of the contract period.

### **84. Compensation for delay:**

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

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

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

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

~~i) Completion period (as originally stipulated or as extended) not exceeding 6 months: 10 percent.~~

~~ii) Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years : 7½ percent.~~

~~iii) Completion period (as originally stipulated or as extended) exceeding 2 years : 5 percent.~~

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

~~Please note schedule of penalties in section 10 SPECIFICATION.~~

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

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

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the officer of Vigilance Department, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 8.e. of the general condition of contract in section 9 of tender document (for Compensation for delay) for this default. In such case the Engineer-in Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer in charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

If the penalisation amount exceeds maximum limit with respect to Clause 8.e of Standard General Conditions of Contract, then a show cause notice shall necessarily be issued to the contract as to why the contract should not be terminated.

The above clause is summarized to make it easy to understand as follows:

1. The Engineer-in-charge shall issue notice to the contractor for rectifying

the defects or redoing of the work if necessary, within specific time to achieve the desired quality and quantity of the work and this should be governed by clause 8.f and 9.b of Standard General Conditions of Contract.

2. If the contractor fails to comply the same, only then, the contractor shall be liable to pay compensation at the same rate as under clause 8.e of the Standard General Condition of Contract (for Compensation for delay) for this default.

3. If the penalization amount exceeds the maximum limit, then the contractor will be liable for being banned/ deregistered from business dealings with BMC and this shall be governed by relative provision in Registration Rules of BMC and Standard General Conditions of Contract. 4. This penalization shall be levied only on account of delay in work, unsound, imperfect or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of quality inferior to that contracted for or otherwise not in accordance with the contract.

Please note schedule of penalties in section 10 SPECIFICATION.

**86. Contractors remain liable to pay compensation:**

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

**❖ INTERNAL GRIEVANCE REDRESSAL MECHANISM**

B.M.C has formed an Internal Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that 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, B.M.C. may decide whether the bid process is required to be suspended pending disposal of such review. The B.M.C after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

B.M.C 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 B.M.C. 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/- fee shall be paid in the form of D.D. in favour of BMC.

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.25000/-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 B.M.C.

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

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

On receipt of recommendation of the Committee, It will be communicate his decision thereon to the Applicant and to the Committee 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 Procurement 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

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

~~a) If at any time after the execution of contract documents, the Engineer shall for any reason whatsoever, desires that the whole or any part of the works specified in the Tender should be suspended for any period or that the whole or part of the work should not be carried out, at all, he shall give to the Contractor a Notice in writing of such desire and upon the receipt of such notice, the Contractor shall forthwith suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury the work already done or endanger the safety thereof, provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor. The Contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.~~

~~b) Where the total suspension of Work Order as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineering to record the final measurement of the work already done and to pay final bill. Upon giving such Notice, the Contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such Notice in respect of the~~

~~work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.~~

~~e) Where the Engineer required to Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the Contractor shall be entitled to apply to the Engineer within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site of on the account of his having an to pay the salary of wages and labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect of any such suspension whatsoever occasion by unsatisfactory work or any other default on his part, the decision of the Engineer in this regard shall be final and conclusive against the contractor.~~

**~~88. Contractor to supply equipment etc required to carry out the work and is liable for damages arising for its non provision~~**

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

~~The Contractor shall also supply without charge, the requisite number of person with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurements of examination at any time and from time to time of the work or materials, failing which the same may be provided by the Engineer In charge at the expense of~~

~~the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or offers sufficient portion thereof.~~

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

**89. Prevention of Fire:**

The contractor shall not set fire to any standing jungle, trees, brushwood or grass or waste.

Contractor shall take necessary measures to prevent fire and its spreading to surrounding properties.

**90.** Compensation for all damages done intentionally or unintentionally by contractor whether in or beyond the limits of BMC property including any damage caused by spreading the fire shall be estimated by the Engineer In-charge or such other officer as he may appoint and the estimate of the Engineer in-charge to the decision of the Dy. Chief Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damages or deducted by the Engineer In-charge from any sums that may be due or become due from BMC to contractor under this Contract or otherwise. Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought to prevent the spread of fire and he shall pay any damages and costs that may be awarded by the Court in consequence.

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

**92. Action where no specifications:**

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

**93. Safety and medical help:**

(i) The Contractor shall be responsible for and shall pay the expenses of providing medical help to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by BMC, the same shall be recoverable from the contractor forthwith and be included without prejudice to any other remedy of BMC from any amount due or that may become due to the Contractor.

(ii) The contractor shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall maintain the same in condition suitable for immediate use at any time.

(iii) The workers shall be required to use the safety equipments so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipments by those concerned.

(iv) When the work is carried on in proximity to any place where there is risk or drawing all necessary equipments shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

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

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

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

# **SECTION 10 SPECIFICATIONS**

## 1.Scope of Work

The scope of work in this Tender Document involves following aspects.

1. Collection and transportation of MSW (Dry & Wet Waste) including materials removed from slums in Wards for the period of seven years as per table given below. *(Collection and transportation of MSW means collection of solid waste deposited at waste collection spots or bins for onward transportation of the waste to the processing or disposal facility)*

<b>Group</b>	<b>Ward</b>
Group 1	A, B, C & D
Group 2	E, FS & FN
Group 3	GS & GN
Group 4	HE & HW
Group 5	KE & KW
Group 6	PE, PS & PN
Group 7	RS, RC & RN
Group 8	N, S & T

1. Loading of waste into vehicles by mechanically or by any other means.
2. Carry out the whole process in accordance with the Solid Waste Management Rules – 2016 & its revisions thereafter.
3. Carry out awareness campaigns and IEC activities to improve and maintain door to door collection & to increase segregation of waste at source.
4. Eliminate the collection spots on the roads by carrying out awareness campaigns & channelize the waste in the system of door step collections.
5. Eliminate open dumping spots on roads and public places and channelize this waste in to the stream of Doorstep Collection system within one year of the start of the contract.
6. Establish & maintain a complaint management system for

waste related complaints in the area by utilising a toll-free number and a call centre.

7. Provide and maintain litter bins on the roads having footpaths and clear the waste from these bins without any second handling directly into the collection vehicles for the entire contract period.
8. Maintain the existing community collection bins and replace the damaged community collection bins in the ward. Provide Bin Attendants in first shift to deter the citizens from throwing the garbage around the bins and deposit the waste on the ground back into the bins.

Successful bidder should eliminate community collection bins and give bin attendance in the period of four years as per below schedule:

Sr. No.	Year	Bins to be attended
1	Year 1	100%
2	Year 2	75% (25% bins should be eliminated)
3	Year 3	50% (50% bins should be eliminated)
4	Year 4	25% (75% bins should be eliminated)
5	Year 5	0% (100% bins should be eliminated)

9. Collection of Dry Waste in separate vehicles and delivering it to Dry Waste Collection Centres in the ward.
10. Collection & Transportation of Construction & Demolition Waste, Horticultural Waste, Bio Medical Waste & Hazardous Waste is out of scope of this contract.

#### **Evaluation of Bids**

- Evaluation of the bids will be calculated as simple Quality and Cost Based System.
- Submission of the bidders in Pkt. B will be subjected to marking system. (Max. 100 Marks)
- Price Pkt. of only those bidders who will score 70 and above marks will be opened.
- Price Pkt. of the bidders, who have scored **less than 70 marks will not be opened.**
- After opening of Price Pkt., selection of the bidder will be on least cost basis.
- A committee will be deputed to evaluate the submissions as mentioned below.

Following is the marking system proposed for the evaluation of the bids.

Sr. No.	Criteria	Score of Marks
1	Experience of Door-step /Secondary collection in any one city having population not less than 10 Lacs during last 07 Years. (The project shall be in operation for at least 03 Years.)  The population will be considered for the area for which the contract is in force. ( e.g. if the contract is awarded for one ward in Mumbai, then the population of that ward will only be considered & not the entire population of Mumbai.) (Maximum Marks – 20)	
	Single Contract	10
	2 Contracts	15
	More than 2 Contracts	20
2	Actual MSW collected in the Contracts mentioned in the technical eligibility criteria (Maximum Marks – 20)	
	Less than 250 TPD	5
	From 251 to 500 TPD	10
	From 501 to 750 TPD	15
	Above 751 TPD	20
3	Work plan based on the bidder's survey - Maximum Marks - 55	
4	Presentation for the Proposal - (Maximum Marks 5 marks)  1. Understanding level demonstrated for the scope of work  2. Commitment towards the delivery of the required work parameters.  3. Quality of response against the queries raised by the evaluation committee.	

Sr.No.	Criteria	Score of Marks
1	Understanding of the waste generation pattern & waste composition characteristics	3
2	Understanding of the project deliverables, bidder's strategy and vision about the execution of the project including pain areas.	5

3	Details of the vehicles proposed for the work based on their type & capacity.	2
4	Plan for parking of vehicles in PPL of BMC or at any other dedicated parking plots.	5
5	Experience of using electric vehicles in the executed / currently executing works of similar nature as defined in the eligibility criteria (Maximum 03 Marks)	
	Less than 50 Nos. of vehicles	1
	In between 51 to 100 vehicles	2
	Above 100 vehicles	3
6	Design of the litter bins proposed to be installed.	5
7	Plan for installation, upkeep and maintenance of the litter bins.	4
8	Plan for replacement of damaged community bins, their maintenance and upkeep, elimination of these spots and diverting this waste in to doorstep collection scheme.	4
9	Plan to eliminate open dumps in one year's time from the start of contract and divert this waste in to doorstep collection scheme.	4
10	Plan to achieve 100% doorstep collection	5
11	Plan for carrying out IEC Activities.	5
12	Plan for setting up of complaint redressal system with toll free number.	5
13	<ul style="list-style-type: none"> <li>• Workforce (Manpower) Deployment on every type of vehicles</li> <li>• Plan for management of manpower as per prevalent labour laws &amp; other welfare activities.</li> </ul>	5

## 2. The overall Work Specification

The overall work specification outlines the anticipated quantum of work, timings and frequencies of work, method of work, implements and equipment and materials to be used, the guidelines for methodology / work plan and its implementation and process of measuring performance of the work and reporting / recording. However, ultimately the service provider has to plan and adopt the methodology which is best suitable for the

conditions existing on site and for desired level of cleanliness, with the help of proven technological aids.

At present, the community collection points have different types of temporary storage facility as below:

- 1) 1.1 Cu.M. Compactor container.
- 2) Stationary Compactors
- 3) 120 / 240 Capacity Bins.

The community collection point which are situated on roads are utilized generally for street sweepings, waste from slum settlements, markets, industrial estates, residential area, hawkers, corporate houses, public places etc. In addition to these around 80% to 85% premises in Mumbai are covered by Doorstep Collection. (In different wards, the percentage of door to door collection is different. The bidder has to find what is the percentage of door to door collection in the ward for which he is bidding and accordingly shall prepare the total plan in advance or on allotment of work). The details about community collection spots in the Wards are attached in the Appendix – 2 in this tender.

The generators generate the waste in to wet, dry –recycle, dry non-recycle waste. The vehicles in this contract are primarily to be used to collect wet waste, dry waste & mixed waste. It is intended that door to door collection becomes the norm & all community bins in public places & roads are to be eliminated in stages.

### **Quantification of waste generated**

On an average approximate per capita generation of Municipal Solid Waste is 700-900 grams in urban layouts and that in undeveloped areas (slums) is 400-500 grams. The quantity will vary occasionally, seasonally and due to development of the ward –area (plus or minus). The ward wise population of Mumbai is mentioned in Appendix – 1 in this document.

**(However, bidders are advised to carry out their own assessment about the quality, quantity of waste generated in the wards in which they are going to bid.)**

**a) Present mode of operations**

- The present mode of collection and transportation of Municipal Solid Waste in Greater Mumbai is through community collection points & by covering 80 to 85% of premises by Doorstep Collection.
- All collection vehicles that are used are compliant with the MSW Rules 2016.
- Some of the wards don't have community collection points.
- Stationary Compactors are installed in many wards, every day 10 MT Load per day is collected at these sites.

**b) Proposed approach for improvement**

The bidders have to note the following aspects and they shall have to design / plan, procure items and provide the intended services accordingly

- There are some Stationary Compactors in these ward areas. Even after the award of contract these collection points will continue to operate. SWM Dept. is in a process of eliminating Stationary Compactors in a phase wise manner. However during this period the successful bidder has to plan the collection system in such a way that 10 MT/Day of load will be directed to Stationary Compactor Sites. **(It shall be noted here that the contractor will not get any direct payment for this aspect of work )**

A stationary compactor will make one trip daily to the Dumping Ground. Separate agency is already appointed for this work.

The loading of waste to the stationary compactor having bin loading arrangement shall be through small closed vehicles, whereas at the stationary compactor without bin loading arrangement the waste shall be transferred to the charging box of the stationary compactor.

After elimination of these sites this waste will be collected by the successful bidder in his vehicles.

- Other than the type mentioned above there are collection points with 1.1 Cu.M. containers. It is intended that the successful bidder shall make Doorstep Collection arrangements so that these collection points can be eliminated. Elimination of collection points on roads & increasing the percentage of doorstep collection is the responsibility of the successful bidder.
- BMC intends to revamp its collection and transportation systems of handling the Municipal Solid Waste in Mumbai. The prime approach in the tender aims at providing the services in an integrated manner. Any waste in the assigned area surfacing on roads level shall be removed for transportation to the transfer station or final disposal sites.
- The waste so collected shall be the property of BMC.
- All the waste generated shall be cleared and collected by the successful bidder from the ward-area specified for the work entirely. Whatever is found lying on designated roads and collection centres shall have to be cleared, collected and transported to the transfer station or disposal sites.
- All vehicles, used for collection, transportation shall be **new (Chassis + Body)** & shall have closed body and Eco-friendly operations & shall be compliant to existing MSW Rules 2016 & as per the specifications mentioned in this document.
- The work shall be carried out at appropriate & fixed time and can be spread in two, three or four shifts as directed by BMC authorized operations in charge.
- The Collection centers shall be maintained nuisance free round the clock by providing inspection system and rescue team for clearing backlog and re-dressing complaints.
- The refuse which sometimes spread up on roads & streets shall also be collected though it is not a designated collection point.

- Collection routes, one route equivalent to one full load in a vehicle trip of the type of vehicle deployed shall be identified and established with collection timings, sequence of collection, frequency of collection.
- The contractor shall provide indicated nos of litter bins as per specifications throughout the contract period. The successful bidder has to bear the cost of supply, maintenance and clearance of waste. The successful bidder has to bear the cost of repairs/breakage/replacement throughout the contract period. The specifications and SOP about the litter bins so provided is mentioned detailed in the relevant section of the specifications in detail.
- The contractor shall replace the damaged 1.1 Cu.M. community bins in the ward. Maintain these new bins along with the existing old bins for the entire contract period. The cost towards repairs/breakage/replacement shall be borne by the contractor for entire contract period. The specifications and SOP about the 1.1 Cu.M. Community Bins so provided is mentioned detailed in the relevant section of the specifications in detail.
- The contractor shall own, deploy and operate sufficient no vehicles of the type, category and capacity mentioned in the specifications at.
- The bins with refuse shall be carried from the front yard or from the nearest approachable gate of the building/ houses to the collection vehicle and the bins be kept back at the same place after unloading in to the collection vehicle.
- The ground at the place where the vehicle stops for loading shall be clean-swept if there are any dropping of the refuse from the container while loading and it should be disinfected by an approved disinfectant cum deodorant liquid spray/powder.
- Waste from all community bins en-route shall also be collected and the surroundings shall be thoroughly cleaned and disinfected by the same approved disinfectant cum deodorant liquid spray/powder.
- In case of the roads totally closed for renovation / reconstruction or laying utility, etc., the contractors shall convey the situation to BMC in

writing. The work shall be carried out by parking the vehicle at the nearest accessible place by carrying wheeled containers up to the point and back.

- In case of private bulk generators (hotels, institution, recreation centre, club house, hospitals, shopping arcade/mall, small scale industry) the contractor shall implement the policy of BMC which is prevalent at the time. A.E. (SWM) of the wards shall make the contractor aware about the same from time to time. Strict action will be taken against the contractor who are acting in contravention with the policy of BMC about the “**Bulk Waste Generators**”
- Every generator shall be enrolled in the scheme of door to door collection and a guideline notice will be handed over by contractor on behalf of the BMC.
- In case of the community large generation points where 1.1 Cu.M. containers are placed; an attendant shall be provided from 6.00 AM to 02.00 PM. whenever these bins are full, they shall be lifted by appropriate type of vehicles. The attendant in this case will alert the control room regarding the same. The detailed methodology is explained further in the specifications.
- Various Approaches to collect waste from different type of localities.
  - The bins of 120/240 litres sizes will be used for collection of garbage from building or slums or SMPA Sansthas.
  - These generators shall be enrolled in the scheme of door to door collection and a guidelines notice will be handed over to them by service provider on behalf of the BMC.
  - Collection routes, one route equivalent to full load of trip in a shift of 8 hours of the type of vehicle deployed shall be identified and established with collection timings, sequence of collection, frequency of collection.
  - One route equivalent to 14 Cu.M. of garbage generation shall be established. The large compactor of 14 Cu.M. capable of carrying 7 M.T shall make at least one trip to disposal site.

- In case of urban layout 105 buildings with population of approximately 15000 shall be covered in 7-8 hours of operations. However, this is just a guideline and the successful bidder has to survey on his own regarding the generation pattern along with best possible timings for designing the collection system.
- In case of slum layout, one 120 litres bin can serve 20 huts and population of 100 at the rate of 500 grams per capita generation. One vehicle can serve slum population of around 11500 in 7-8 hours operations. However, this is just a guideline and the successful bidder has to survey on his own regarding the generation pattern along with best possible timings for designing the collection system.
- A Mini compactor vehicle of 7 Cu.M. capacity capable of carrying 3.5 T shall be deployed along a route wherever a large compactor cannot be used due to narrow roads. This compactor shall make at least two nos. of trips to the transfer station.  
However, wherever possible Large Compactor of 7 MT payload shall be used to avoid double transportation. (from transfer station to final disposal site)
- This satellite (small closed) vehicle should make 5 Trips (depending on the distance travelled) in 8 hours to the Compactor / Stationary Compactor.
- The Small Closed vehicle of capacity 0.6 T will carry around 600 kg of waste load.
- The Small Closed Vehicle of capacity 1 Ton will carry 1000 kg. of waste load.
- The small closed vehicle shall be parked on road accessible to the vehicle near the slum or in case of urban population near the buildings.
- The small closed vehicles will be unloaded in to a Large compactor / parked on major road or in a Stationary Compactor. This vehicle when full shall be replaced by another one. The loaded

vehicle will directly transport the load to the final disposal sites. However, when it is not feasible to use Large Compactor, Mini Compactor can be used for such transfer. If Mini Compactor is used then the vehicle shall do appropriate trips to Transfer Station.

- In case of Hawkers / shops collection timings shall be appropriately set.
- If required vehicles can be deployed in the General Shift (10.00 AM to 6.00 PM) to collect the waste from collection points or directly from the generators.
- This contract aims at reducing the community collection centres and increasing Door to Door collection. The contractor shall aim to make the area free from community collection centres and achieve 100% Door to Door collection from Bldgs/ Societies/ large generator/ commercial establishment/ malls. The contractor & the BMC Engineer will jointly survey the exact house to house collection at the beginning of the contract and the progressive increase of the house to house collection will have to be jointly approved by the BMC Engineers as well as the contractor. The elimination of the collection point due to increase in house to house collection has to be sustainable throughout the contract period. Only based on such sustainability and joint approval of BMC Engineer (Ex. Engineer (Zonal) / Dy. Ch. Engineer (SWM) OP.) along with contractor, the performance of the contractor for the elimination of collection point will be judged.
- In case of slum, the collection from such points shall be as per the micro route plan devised & modified based on the generation pattern and no overflowing of garbage from the bins shall be visible throughout the day.

### **Manpower Deployment**

Following will be the manpower deployment on the vehicles.

Type of Vehicle	Driver cum operator	Co-Driver cum Co Operator	Labours
Large Compactor	1	1	3
Mini Compactor	1	1	2
Small Closed Vehicles	1	--	2
Dry Waste Tempo	1	1	1
Watch & Ward Vehicle	1	--	--

#### **c) Communication system.**

A communication Network on mobile phone system shall be provided among the supervisors of the sections, and on all vehicles.

#### **d) Public awareness and participation. (IEC Activities)**

- The work envisages implementation of the door to door service with collection vehicles.
- In order to achieve 100% participation of the generators, deliberate attempt is necessary from the service provider.
- The service provider shall periodically organize awareness drive among the generators for joining door to door collection system coupled with segregation of garbage in two categories –wet and dry.
- The awareness program shall include Gate Meetings, Focussed Group Discussions, Exhibitions, Street Plays, Seminars, Conferences, Flash Mobs etc.
- The service provider shall propagate segregation of waste at source into Dry & Wet waste.
- The service provider shall plan for the activities to be carried out in a month. The schedule of these activities shall be approved by AE (SWM)

of the ward beforehand. AE (SWM) of the ward will oversee that the programmes have been conducted as per approved schedule.

- If service provider fails to comply with the schedule of IEC Activities and Public Awareness Campaigns to be performed then the penalty as per Schedule of Penalties will be levied.

**e) Quantum of work in terms of Municipal Solid Waste Generated and collected**

**The extent of the quantum of work to be carried out for the subject matter work is largely based on the survey carried out by the prospective bidder based on the actual site conditions. Though efforts have been made to make available as much of data required, the best assessment can only be carried out by the prospective bidder. The prospective bidders may contact respective AE (SWM) of the wards in gathering the information.**

a) Data desired for planning the activities to be performed is made available in the various annexures of this bid document.

b) However, the figures are approximate and indicative only and the bidder shall have to gather the actual data & the details and take necessary study and carry out the research by himself. The bidder shall also take in to account due planning and allowances looking to seven years operational period.

**The claim later on by the bidder that their bid has been based on the Data provided by BMC shall not be entertained.**

c) The measurement of work for large compactors, mini compactors, small closed vehicles shall be carried out ultimately in terms of weighments in Metric Tonnes of Municipal Solid Waste transported to the final disposal sites by weighing vehicle trips on **Municipal weigh bridges only** wherever weighing facility is available. Wherever the weighing facility is not available the contractor shall weigh the vehicles from private weigh bridges. No payment will be made to the contractor towards the weighment charges in this case.

The payment of the total collection and transportation work shall be on per ton basis. The payment to the contractor will be made on the basis of reports generated in the Vehicle Tracking and Management System, Weighbridge Management System & other such IT and IOT Enabled systems deployed by BMC.

**f) Work Timings and Frequency of work**

a) Prime objective of the work defined is to see that Municipal Solid Waste except (dry recyclable waste) generated in the ward-area is collected and transported to the disposal sites within 24 hours without any backlog.

b) In order to meet the success, the work defines – attending community collection points, doorstep collection points thoroughly in time and maintaining them nuisance free.

c) In case of any backlog by chance or on receipts of complaints about the waste, it shall be attended within the next 6-8 hours by planning routes of the vehicles accordingly.

d) The entire collection and transportation work defined earlier shall be carried out generally during the work timings as below:

- For door to door collection, the timings of collection of garbage shall be 7.00 a.m. and 1.00 p.m. in the morning hours.
- Large collection points shall be attended by lifting bins as and when they are full. The service provider may have to carry out operations in all three shifts where generation is large and continuous.
- The community collection point shall be attended as per the generation at the community collection point & frequency of attending such community collection point shall be accordingly decided. The community collection points at no time of the day shall be found to be overflowing. The service provider shall spray disinfectant cum deodorant liquid/powder at the community collection points so as to avoid any foul smell emitting from the waste.

- The door-to-door collection points shall be attended at pre-determined/fixed timings daily. If required the frequency of attending such spots shall be adjusted so as to avoid any backlog.
- It is mandatory on the part of the service provider to maintain all the collection points clean and tidy without any Municipal Solid Waste lying near or around by working in the shifts specified. However, BMC shall reserves right to ask the service provider to take corrective action at any time round the clock.
- In order to maintain the collection points clean & tidy as specified, an emergency team shall be kept ready round the clock.
- Generally, all the collection points/ door to door shall be attended in the first shift and some of the collection points may require clearance in two or more shifts. At some of the Large Generation Points, clearance has to be given for two or more times in a single shift.
- Hotels, restaurants, eating houses, marriage halls, and clubs may be provided door to door services with separate vehicle in the night shift.
- After gaining experience in the field, the timings may have to be readjusted for most effective cleansing work which shall be done in consultation with the SWM ward staff.
- The service provider shall give the specified services under the tender on all 365 days of the year without any break.
- **There must be a separate route wise collection system for waste generated commercially.**

**g) Collection of Kitchen Waste**

There are many points in each ward like, restaurants, hotels, food stalls, community halls, marriage halls, clubs, recreational centres where Kitchen Waste and Left Over Food Waste is generated. Presently there is no separate vehicle available to collect this waste and is collected in compactor vehicles. As there is no special arrangement available liquid waste resulting out of the compaction is spilled on the roads. BMC though this contract intends to collect this waste in separate specialised kind of vehicles. This vehicle will be called Leak Proof Kitchen Waste Mini Compactors. These vehicles will make

one trip directly to the processing site. The specifications of these vehicles are mentioned separately in this section. Contractor has to plan for collection of this waste only in to Leak Proof Kitchen Waste Mini Compactors and carry it to directly processing site.

#### **h) Collection of only Wet Waste**

There are some Pure Wet Waste Generation points like Vegetable & Fruit Markets, where only wet waste is generated. Currently BMC has got separate collection system of collecting this waste and transporting it directly to processing site. These vehicles are called as Only Wet Waste Collection Vehicles. Presently BMC has got one such wet waste processing site at Kanjur Dumping Ground. Further, BMC, in near future is also establishing a Bio Methanisation plant at another site. The contractor needs to plan and establish separate collection system with dedicated pure wet waste vehicles.

#### **i) Dry Waste Collection**

At present Dry Waste is collected through separate collection scheme and by separate vehicles. However, in this contract also the contractor needs to provide separate dry waste collection vehicles. Contractor shall plan for this activity in such a way that every premises shall be attended at least once in every three days for dry waste collection. Specification of such vehicles is mentioned further in this section.

#### **j) Collection of waste from Litter Bins.**

The contract envisages installation of twin litter bins on roads with footpaths. The indicative requirement of litter bins to be installed is mentioned in Annexure – I. Bidder has to carry out his own survey of the ward he intends to bid and mention nos. of bins to be installed by him against the indicative requirement. Litter bins shall be installed in such a way that one such set of bin shall 100 M apart on each road. Contractor shall install the litter bins and maintain them for the whole contract period. Plan has to be made in such a way that no overflowing litter bins shall be observed. Waste from the litter bins shall directly be collected in to the collection vehicles without any second handling. Specifications of the litter bins is mentioned further in this document. However, the design of the bins shall be as per directions of BMC at the time of implementation. For this purpose, bidders are required to give

their design of the bins which will be subjected to a marking system as mentioned in the evaluation of bids. BMC after reviewing the designs will ask the contractor to install the bins as per that design.

**Note:- All litter bins shall remain property of BMC even after the expiry of contract period.**

**k) Management of 1.1 Cu. M. containers at Community Collection Spots**

In order to establish a true Service Based Contract it is necessary to collect all the resources under one agency. It is therefore decided to entrust the management of 1.1 Cu. M. bins at the community collection spots to the contractor of this work. However, it is extremely necessary for prospective bidders to survey the community collection spots in the wards and status of the 1.1 Cu.M. Bins. The work envisages following aspects.

- Replacement of damaged 1.1 Cu.M. bins at the start of the contracts.
- This activity shall be carried out under the supervision of AE (SWM) and relevant records shall be kept.
- During all of the contract period it will be the responsibility of the contractor to maintain the new as well as old 1.1 Cu.M. bins in order.
- Efforts shall be made to eliminate these community collection spots by diverting the waste in to doorstep collection scheme by carrying out IEC Activities and Public Awareness Activities.
- Successful bidder should eliminate community collection bins and give bin attendance (in the first shift only) in the period of four years as per below schedule:

Sr. No.	Year	Bins to be attended
1	Year 1	100%
2	Year 2	75% (25% bins should be eliminated)
3	Year 3	50% (50% bins should be eliminated)
4	Year 4	25% (75% bins should be eliminated)
5	Year 5	0% (100% bins should be eliminated)

**Note:- All the community 1.1 Cu.M. Bins shall remain property of BMC even after the expiry of contract period.**

### **3. Control Room for redressal of complaints**

- Contractor shall establish a control room cum communication centre for redressal of complaints & management of routine tasks at his own cost and at his own place in one of the wards. (BMC will not provide any place)
- A toll-free no. shall be provided by the service provider and installed at the control room.
- This toll-free no. should be displayed on each vehicle so that the public can make their complaints if any on this no. 24 x 7.
- Complaint management shall be carried out from this control room with the help of software-based system.
- Log of each complaint with its resolution shall be mapped in the system.
- **Control room so equipped shall able to provide “on call” system to citizens.**
- Personnel at the control room will locate the nearest vehicle from the complaint site on VTMS and ask the staff on the vehicle to attend the complaint.
- Communication with the staff on the vehicle from control room shall be managed with the mobile phones provided to the staff and with the help of two way communication dash cam in the vehicle.
- Further after attending the complaint the control room shall intimate the same to the complainant & officer in charge.
- Contractor shall arrange to provide the details of the complaint management on demand to BMC Officers.
- Control room shall be set up in such a way that it shall act as hub of all the activities carried out in the work.

#### **4. Operational Records and Operations Control**

- a) The successful bidder shall keep all the statutory documents and registers duly recorded for inspection of BMC before 10 days of commencement.
- b) The successful bidder should also keep operational records
- Separate ward wise record of daily operations
    - ✓ Log Book of vehicles
    - ✓ Register of issue of the disinfectant cum deodorant liquid/powder.
    - ✓ Register of Stock of Implements, and other materials and their issue
    - ✓ Register for issue of Uniforms and protective gears defined in the specifications.
    - ✓ Performance evaluation record in separate form for each sector
    - ✓ Maintenance and operations records of all vehicles.
    - ✓ Litter Bins installed, repaired or replaced.
    - ✓ Community Bins installed, repaired.
    - ✓ List of Open Dumping Spots eliminated and their details.
    - ✓ List of community collection spots eliminated and their details.
- c) A complaint register in the form of IT Software shall be maintained to receive messages and complaints from public or municipal departments and officers.
- d) The complaints received shall be redressed within the same shift or latest by the next shift
- e) The contractors may design their own operations management and operations control system for approval of BMC before commencing the work.
- f) The daily report, as per the format approved by the Engineer, shall be prepared by the contractor's supervisor and the copy of the same shall be submitted to the Site Engineer daily. The reporting and recording shall be computerized.

## **5. Vehicle Tracking System & CCTV Monitoring System.**

- 1) BMC intends to keep track of vehicles and record the activities carried out during the operations.
- 2) For carrying out this activity following equipment need to be installed by the contractor at his own cost.
  - a. GPS equipment with 4G connectivity
  - b. A dash cam to be provided in the cabin of all the vehicles with two way communication system.(Except Watch & Ward Vehicles)
  - c. A rear cctv camera on all Large Compactors, Mini Compactors & Dry Waste Tempo.
  - d. Recording system to record the footage of both the cameras of at least 03 days. This recording shall be made available on demand by the contractor.
  - e. RFID Windshield tag on the windscreen of the Large & Mini Compactors to facilitate their identification at Weighbridges on Dumping Grounds & Transfer Stations.
- 3) BMC will monitor the vehicles through its own Vehicle Tracking & Monitoring System.
- 4) Payment of the contractors will be based on the reports generated from Vehicle Tracking & Monitoring System and Weighbridge Management System.
- 5) All the required sites of BMC have been mapped on GIS enabling BMC to identify and Geo stamp & Time stamp of the vehicles at these sites.
- 6) BMC may install any other IT & IOT enabled systems on those vehicles later on which shall be allowed by the contractor.
- 7) Internet connectivity charges required for GPS & Two Way Communication camera shall be borne by the contractor.
- 8) Contractors shall arrange for integration of GPS devices with BMC software and provide necessary API if required.

<b>Sr.No.</b>	<b>Type of vehicle</b>	<b>Equipment required for monitoring</b>
1	Large Compactor	1. GPS Device 2. Dash Cam in the Driver's cabin 3. Rear CCTV Camera 4. Windscreen RFID Tag
2	Mini Compactor & Kitchen Waste Leak Proof Mini Compactor (Diesel & Electric)	1. GPS Device 2. Dash Cam in the Driver's cabin 3. Rear CCTV Camera 4. Windscreen RFID Tag
3	Small Closed Vehicle (Diesel & Electric) of 0.6 Ton & 1 Ton Capacity	1. GPS Device 2. Dash Cam in the Driver's cabin
4	Dry Waste Tempo	3. GPS Device 4. Dash Cam in the Driver's cabin 5. Rear CCTV Camera 6. Windscreen RFID Tag

## **6. Logistics for loading of waste**

The loading of waste in to the vehicles shall be carried out by mechanically or by any other means.

The contractor shall make arrangement for manning each community collection spot having 1.1 Cu.M. Containers from 6.00 AM to 02.00 PM. However, the contractor has to achieve 100% doorstep collection so that all the community collection points will be eliminated.

### **General Guide Lines for the works:**

- ❖ The bidder shall determine the requirement of vehicles for work, based on the operational requirement – in terms of services, numbers.

However, a minimum infrastructure of no. & type of vehicles required is stated in Appendix- 8. If the successful bidder feels that he may require additional vehicles he may put those in to operations but he will not get any additional payment for those vehicles. Further in order to keep the load of Refuse Transfer Station at Mahalaxmi, Kurla, Versova & Gorai as per current status, contractor's plan for increased load at the Transfer Stations will not be allowed.

- ❖ The service provider shall procure and own the brand new vehicles for all work in their name capable of effective performance in environment and on roads in Mumbai for this project. A certificate from the body fabricator is a must stating that all the equipment & load bodies provided are brand new with the date of manufacture.
- ❖ The bidder shall tie-up for procurement of machinery in their name with manufacturing company / companies with proven records and whose vehicles, equipment, machines, materials, accessories, implements, are widely used for the same work in developed and developing countries as described in the vehicle specifications section.
- ❖ The bidder shall provide original coloured brochure of the vehicles, equipment, machines accessories, implements offered in the tender, obtained from the manufacturer with whom the bidder has tied up for this project (proof necessary).
- ❖ This should also accompany with all relevant specifications such as type, size, model, over all dimensioned drawing, material of construction, process of manufacture / construction obtained from the manufacture with whom the bidder has tied up for this project.
- ❖ The details of the users of these vehicles, equipment, machines, accessories, implements offered in the tender with the proof of selling number of units in the past five years.
- ❖ Operations plan in detail shall be prepared after the survey of the entire ward within 15 days. Prototypes of all the vehicles, equipment machines, accessories, implements shall be presented in Mumbai for inspection of the BMC and approval within 60 days of the letter of acceptance given to the service provider by BMC.

- ❖ The final supply of all vehicles materials, accessories, implements, shall be made before 10 days of for commissioning at the end of the mobilization period.
- ❖ Commissioning and the successful trial of all vehicles, equipment, machines, materials, accessories, implements desired for the work assigned shall be given to the designated engineer of the SWM within the mobilization period.
- ❖ Regular work shall start at the end of the mobilization period.
- ❖ The vehicles, equipment, machines, materials, accessories, implements, consumables found defective, inefficient or inadequate shall be replaced or brought in sufficient quantity and appropriate type and quality as advised by the BMC representative. A penalty as per schedule of penalties will charged for not providing tools & equipment required to carry out the work.

The contractor shall attend to all the roads major, minor & other roads, community collection points / Door to Door points as per the program route finalized in consultation with A.E. (SWM) /AHS of the ward for each vehicle, for each of the trip, in each of the shift. Under no circumstances the contractor shall not attend or refuse to attend to the program mutually agreed or skip collection points / Door to Door Points in any section of the ward area. **Under no circumstances the contractor shall transport debris, silt. If It is observed that the vehicle is carrying Debris, Silt a penalty as per Schedule of Penalties will be charged. Occurrences of more than 03 times could lead to black listing.**

- a) Prime objective of the work defined is to see that all the roads major, minor and other roads, collection points / Door to Door points are attended fully & completely & refuse collected and transported to the disposal site.
- b) The timings may have to be readjusted for most effective collection and transportation work in consultation with ward staff.
- c) The number of trips / services to be made in a shift of 8 hours, by the vehicles will be decided by the service provider in consultation with A.E.

(SWM) / A.H.S. of the respective ward depending upon the distance of the ward from the Transfer Station / Disposal site.

- d) The contractor shall provide vehicles and services on all 365 days in a year.
- e) A separate supervisor with Sanitary Inspector diploma & capable of understanding work plan / program, organizing the vehicle fleet accordingly, capable of directing, disciplining and controlling drivers cum operators & cleaners cum operators shall be appointed before commencing the work. A separate supervisor is essential in each shift & each ward.
- f) The contractor shall keep close liaison with the Engineer and his representative. For daily requirement & work performance the contractor's supervisor shall keep close liaison with A.E. (SWM) / A.H.S. of the respective ward during working hours.
- g) The contractor shall keep ward wise all records and submit all reports desired to operate the program as suggested by Engineer
- h) New Vehicles/ machineries / equipments shall be as per specifications to perform the work in the ward areas.
- i) Normally, the timings will be decided in consultation with A.E. (SWM) / AHS of the ward. However, in special case, if ward staff intends any vehicles /machineries/ equipments/ services at any specific timing other than the timing mutually agreed stated for a specific period, the contractor has to provide the services accordingly.
- j) The contractor / his Supervisor has to report at the mutually agreed time at the ward / Motor loader chowky as intimated by the A.E. (SWM) / A.H.S. of the ward, before start of work daily. After completion of work the contractor / his Supervisor shall report again to the ward / Motor loader Chowky/ Chowky and report the completion of work to A.E. (SWM) / AHS of the ward.

The services required by the ward may change upto -10% to +20% in case of increase / decrease in population, new development/ change in development, etc. In case this requires additional vehicles/ machineries/ equipments to be procured, the mobilizing period will be decided mutually by contractor and zonal E.E. with the approval of Ch.E. (S.W.M.). While quoting the rate, the

bidder shall keep this in his mind. No extra payment will be made for additional vehicles deployed in this case.

In addition to the engineer of the contract, the work will be supervised by Assistant Commissioners of Wards & Zonal Deputy Municipal Commissioners also. The successful bidder shall take cognisance of their suggestions time to time.

**7. Technical Specifications of Vehicles for collection of Garbage:**

The following types of vehicles shall be new & deployed for collection of garbage from doorstep collection points & community collection points.

**Please note that all the refuse collection vehicles shall be compliant with SWM -2016 Rules.**

Large Compactors / Mini Compactors / Kitchen Waste Leak Proof Mini Compactors (Diesel / Electric) / 1 Ton Capacity Small Closed Vehicles (Diesel / Electric) /600 Kg. Cap. Small Closed vehicles (Electric) / Dry Waste Tempo / Watch & ward pick up vehicle specifications:

- i) **The Large Compactor** vehicle shall have minimum payload of 7 Metric Tons & shall be mounted on suitable Bharat Stage VI complaint diesel chassis for this pay load.
- The Compactor shall be rear loading type.
  - The tail Gate of the Compactor equipment shall have the collection hopper at the rear end having the required capacity to unload 1Ton Payload & 600 Kg. payload Small Closed Vehicles without spilling the waste.
  - The compactor shall have low level EN STD Universal Bin lifting arrangement conforming to EN 1501.1 Std for lifting & unloading of bins confirming to EN 840 STD of capacity 120 ltrs., 240 ltrs., 660 ltrs. & 1100 ltrs. The Universal Bin lifting arrangement shall have both comb & trunnion type of lifting arrangement.

- The Compactor equipment shall have ejector plate for unloading the garbage. The operations of the Compactor equipment shall be hydraulically controlled.
- The controls shall be provided at rear end on both sides of the vehicle at a convenient position for easy operation.
- Tail gate of the compactor shall have mechanically / hydraulically operated shutter / cover system so that while travelling the interiors of the compaction system and waste in the hopper is not visible to other travellers.
- The Compactor shall be provided with Liquid Waste Collection arrangement for collection of liquid waste on compaction of garbage.
- This arrangement shall be provided with the suitable drainage piping & Gate Valve for cleaning.
- There shall be adequate seating arrangement provision in the driver cabin of the vehicle & separate place for keeping tools & implements.
- A bell or hooter shall be provided on the vehicles.
- These vehicles shall be used for collection of wet & mix garbage.
- The Compactor equipment shall be of any reputed make having sales of at least 100 Nos. during last five years worldwide.
- The documentary proof regarding the same along with back up guarantee of the manufacturer for the entire contract period of seven years for after sales service shall be submitted along with the tender.
- This vehicle shall make minimum 1 trip to the processing site / dumping ground allotted for that ward.

ii) **The Mini Compactor** vehicle shall have minimum payload of 3.5 Metric Tons & shall be mounted on suitable Bharat Stage VI compliant diesel chassis for this pay load.

- The Compactor shall be rear loading type.
- The tail Gate of the Compactor equipment shall have the collection hopper at the rear end having the required capacity to unload 1Ton

Payload & 600 Kg. payload Small Closed Vehicles without spilling the waste.

- The compactor shall have low level EN STD Universal Bin lifting arrangement conforming to EN 1501.1 Std for lifting & unloading of bins conforming to EN 840 STD of capacity 120 ltrs., 240 ltrs., 660 ltrs. & 1100 ltrs. The Universal Bin lifting arrangement shall have both comb & trunnion type of lifting arrangement.
- The Compactor equipment shall have ejector plate for unloading the garbage. The operations of the Compactor equipment shall be hydraulically controlled.
- The controls shall be provided at rear end on both sides of the vehicle at a convenient position for easy operation.
- Tail gate of the compactor shall have mechanically / hydraulically operated shutter / cover system so that while travelling the interiors of the compaction system and waste in the hopper is not visible to other travellers.
- The Compactor shall be provided with Liquid Waste Collection arrangement for collection of liquid waste on compaction of garbage.
- This arrangement shall be provided with the suitable drainage piping & Gate Valve for cleaning.
- There shall be adequate seating arrangement provision in the driver cabin of the vehicle & separate place for keeping tools & implements.
- A bell or hooter shall be provided on the vehicles.
- These vehicles shall be used for collection of wet & mix garbage.
- The Compactor equipment shall be of any reputed make having sales of at least 100 Nos. during last five years worldwide.
- The documentary proof regarding the same along with back up guarantee of the manufacturer for the entire contract period of seven years for after sales service shall be submitted along with the tender.
- This vehicle shall make minimum 2 nos. of trips to Refuse Transfer Station allotted for that ward

iii) The **1 Ton capacity Small Closed Vehicle (Diesel & Electric)** shall have minimum payload of 1000kg & shall be mounted on suitable four-wheeler light motor vehicle of Bharat Stage VI compliant chassis suitable for this pay load for diesel vehicles and suitable EV chassis for this payload.

- It shall be provided with bin lifting arrangement for 120/240 lit bin for loading & unloading arrangement by way of tipping.
- Arrangement shall also be provided at suitable height to load bags of waste manually in to the vehicle.
- The tipping arrangement shall be such that the vehicle can unload the garbage directly into the hopper of 7 / 3.5 Metric Tons Capacity Compactor.
- The tipping height shall be compatible with the height of the hopper of the Compactor.
- There shall be adequate seating arrangement provision in the driver cabin of the vehicle.
- A bell or hooter shall be provided on the vehicles.
- The 1 Ton capacity Small Closed Vehicle shall be of proven design. The documentary proof regarding the same along with back up guarantee of the manufacturer for the entire contract period of seven years for after sales service shall be submitted along with the tender.
- The 1 Ton capacity Small Closed Vehicle shall make minimum 5 trips in a shift to compactor / stationary compactor for unloading.
- Some of the 1 Ton Capacity Vehicles shall be electric with all the specifications as mentioned above.
- Battery Capacity of these vehicles shall be such that with one cycle of charging they shall able to run for at least two shifts in a day.

iv) The **0.6 Ton capacity Small Closed Vehicle (Electric)** shall have minimum payload of 600 kg & shall be mounted on suitable four-wheeler electric vehicle chassis suitable for this pay load

- It shall be provided with unloading arrangement by way of tipping.

- The tipping arrangement shall be such that the vehicle can unload the garbage directly into the hopper of 7 / 3.5 Metric Tons Capacity Compactor.
  - The tipping height shall be compatible with the height of the hopper of the Compactor.
  - There shall be adequate seating arrangement provision in the driver cabin of the vehicle.
  - A bell or hooter shall be provided on the vehicles.
  - The 0.6 Ton capacity Small Closed Vehicle shall be of proven design. The documentary proof regarding the same along with back up guarantee of the manufacturer for the entire contract period of seven years for after sales service shall be submitted along with the tender.
  - The 0.6 Ton capacity Small Closed Vehicle shall make minimum 5 trips in a shift to compactor / stationary compactor for unloading
  - Battery Capacity of these vehicles shall be such that with one cycle of charging they shall able to run for at least two shifts in a day.
- v) The **Dry Waste Tempo** vehicle shall have volumetric capacity of 8 Cu.M. to store the waste collected.
- The vehicle shall be of suitable Bharat Stage VI compliant diesel chassis.
  - The vehicle shall be covered from all sides.
  - Adequate seating capacity shall be provided in the Driver's cabin.
  - It shall have standard flap (falka) arrangement at the rear end of the vehicle.
  - The contractor shall have service support from the manufacturer for the entire contract period.
  - This vehicle shall unload the dry waste only to assigned BMC's dry waste collection centre for that ward.
  - Strict action will be taken if it is found that the dry waste is unloaded at the place other than designated BMC Dry Waste Centre.

- The vehicle shall make as many trips to dry waste centre as required by the yield of the route plan for unloading.

**vi) The Kitchen Waste Leak Proof Mini Compactor** (Diesel & Electric) vehicle shall have minimum payload of 4 Metric Ton & shall be mounted on a suitable Bharat Stage VI Compliant Diesel and EV Chassis for this payload.

- This vehicle shall be of rear loading type.
- The compactor shall have Medium / High level EN STD Universal Bin lifting arrangement conforming to EN 1501.1 Std for lifting & unloading of bins conforming to EN 840 STD of capacity 120 ltrs., 240 ltrs., 660 ltrs. The Universal Bin lifting arrangement shall have both comb & trunnion type of lifting arrangement.
- The operations of the Compactor equipment shall be hydraulically controlled with a remote switch.
- The compactor shall unload the waste by means of an ejector plate /tipping.
- The hopper of the vehicle shall be of completely sealed type to prevent rainwater infiltration, isolation of odour, bacteria spillover spread.
- A bell or hooter type arrangement shall be provided on the vehicle.
- This vehicle shall be used to collect Kitchen Waste, Food Waste, Left-over food items
- It shall be equipped with Leak Proof arrangement so that no liquid waste will be found on the ground at any time during the operation of the vehicle.
- The vehicle shall have separate compartment with screening arrangement such that the liquid waste resulting out of the operations will be stored separately.
- Suitable draining arrangement shall be provided so that this liquid waste can be unloaded at the processing site.
- The compactor equipment shall be of any reputed make having sales of at least 100 Nos. during last five years worldwide.

- Documentary proof regarding the same along with back up guarantee of the manufacturer
- The vehicle will make one trip in a shift to processing site in a shift for unloading.
- There shall be adequate seating arrangement provision in the Driver's cabin of the vehicle & separate place for keeping tools and equipment.

**vii)** The **Watch & Ward pick up vehicle** of Bharat Stage VI compliant chassis shall have dual cabin structure. The vehicle shall also have goods compartment with rear door to carry tools & tackles such as brooms, baskets, ghamelas, phawras, bins, etc. These vehicles will be used by the ward authorities to have supervision over the collection spots & other transportation vehicles for proper clearance of the garbage.

**viii)** The details of the offered Compactor units / Mini Compactor units / Small Closed Vehicle / Watch & Ward pick up vehicle / Community Collection Bins / Litter Bins / CCTV Camera System / or any other kind of machinery to be used for loading of waste shall be demonstrated in the Presentation to be made before opening of Packet – C. i. e. commercial packet and also to be submitted in the submissions of Packet “B”.

**ix)** Every vehicle shall be painted with a colour scheme approved by BMC. This colour scheme will be intimated to the contractors well in advance. The vehicles shall be painted with colour every year & shall be kept neat & tidy. Details of Specifications as per format shall be furnished by the tenderer.

**x)** In order to provide the daily requirement of vehicles without interruption, the contractors shall keep & maintain 10 % of the total services in Ist & general shift as stand by vehicles for entire contract period of seven years. However, for some of the vehicles standby vehicles are not required. Please refer to Appendix – 8 for an indicative

nos. of vehicles including stand by vehicles. Here it shall be noted that the contractor must provide one Watch & Ward Vehicle to every ward in 1<sup>st</sup> & 2<sup>nd</sup> shift.

**xi)** The contractor shall have service support from the vehicle & equipment manufacturer of the Compactor, Mini Compactors, Small Closed Vehicles, Watch & ward pick up vehicles & any other machinery deployed to provide uninterrupted services.

**xii)** The contractor shall also make provisions to wash the vehicles & machinery every day.

### **9. Parking of Vehicles**

- All the vehicles shall be parked in PPL of BMC or any other dedicated parking lot.
- Contractor has to submit documentary evidence about charges paid to PPL or the agency managing dedicated parking lot with his bills every month.
- In no case the vehicles will be allowed to park on roads or public places.

### **10. Technical specifications for the Litter Bins**

- The litter bins shall be typically made up of natural stone such as granite, marble, or sandstone.
- The bins shall be in a pair i.e. twin bin. One for dry waste and the other for wet waste.
- Each bin shall have a volume of 40 Lit.
- The bins shall consist of a stone body mounted on a metal or stone pole. The stone body shall be carved or moulded into cylindrical, rectangular, or custom shapes.
- They shall have aesthetic look with polished, honed, or rough-textured finish.

- The stone bin shall be mounted on a sturdy pole, which can be made of metal (e.g., stainless steel or galvanized iron) or stone. The pole shall have concrete foundation.
- Contractors have to maintain the bins for the entire contract period. Clean the bins, give regular clearance, remove graffiti to maintain the bin's appearance.

#### **11. Technical specifications for 1.1 Cu.M. Bins.**

- 1.1 Cu.M. volumetric capacity bins are used at community collection spots.
- Over all Dimensions of the bins shall be Length – 1210 mm, Width – 1040 mm, Height - 1225 mm.
- The material of the bins shall be M.S. Thickness of the plate used shall be 3 mm to withstand the forces associated with loading and unloading of the bins.
- Angle / Channel frames of the structure shall be rigid and sturdy.
- The container shall have 02 nos. of FRP lids over the top hinged at one end which shall open while unloading the waste in to the compactors.
- Bins shall have forged lifting pins (trunnion) on both side to enable loading in Large as well as Mini Compactors.
- 4 Nos. of MS Handles shall be provided for handling by the manpower provided on the compactors.
- Proper arrangement shall be provide to drain the liquid waste / water from the bottom side.
- The bins shall be provided with four nos. of heavy duty swivelling castor wheels of 200 mm dia and 50 mm width made up of UHMW – PE material.
- Two front wheels shall have locking mechanism to prevent the movement of bins when desired during the operation.

- The bins shall be painted with colour scheme as directed by BMC with two pre coats of anti-corrosive epoxy primer.
- The above specifications are indicative, the contractor shall ultimately provide the bins with matching specifications with the bins already in use in BMC at community collection spots.

## 12. Technical specifications for GPS

Technology	GPS with GPRS/Edge/4G Modem
Connectivity	<ul style="list-style-type: none"> <li>• Product shall be compatible with SIM card of any Indian Telecom Operators.</li> <li>• IMEI Number</li> <li>• External SIM Card 1.8V, 3V</li> <li>• CS-1, CS-2, CS-3 &amp; CS-4 Coding Scheme</li> </ul>
GPS Navigation	<ul style="list-style-type: none"> <li>• Receiver Acquisition Channels -66, Simultaneous Tracking Channels – 22 Nos.</li> <li>• Frequency – 1575.42 MHz</li> <li>• Antenna – On Board active GPS Antenna</li> <li>• Acquisition Time – Hot Start 1 sec, Open Sky, Cold Start –30 Sec., Open Sky.</li> <li>• NMEA Protocol</li> </ul>
Operating Voltage	<ul style="list-style-type: none"> <li>• 8V – 24 V DC</li> </ul>
Operating Current	@24V, 160mA
Battery Reserve	Integrated Protection
Horizontal Position Accuracy	Less than 2.5 M
Protection	Reverse Polarity, Surge Protection
Operating Temperature	-20 to +85 Degree Celsius
Size	Compact able to be mounted under dashboard

Extra Inputs	Digital inputs able to transmit signals from other sensors required.
--------------	--

**13. Technical specifications for windscreen RFID tag**

Technology	Passive
Frequency	860-960 MHz
User Memory	512 Bit
Data Retention Period	20 Yrs.
TID Memory	96 Bit
EPC Memory	256 Bit
Operating Temperature	-20 to +85 Deg. Celsius
Size	100 x 45 MM
Detection Range	Maximum up to 8 Meters
Material	Inlay – PET + AL, Outer Copper Paper / PET
Protocol	ISO 18000-6C, EPC Class 1, Gen - 2

**14. Technical specifications for CCTV System**

- It is intended by BMC to have a close watch on the activities being carried out during the operation of the vehicle.
- It shall consist of a Dash Cam with two way communication system and a rear camera for monitoring the refuse collection activities.
- The recordings of the two cameras shall be retrievable from a storage system kept in the cabin (DVR or equivalent)
- The system shall able to record activities of at least 03 Days in the storage.
- The contractors shall submit the recordings on demand to the AE (SWM) of the ward.

- Staff at the control room shall be able to communicate with Driver with the help of two way communication system camera mounted in the Driver's cabin as & when required.
- BMC in future if required may put an additional IOT device for streaming the content. Contractors shall allow for any such requirement in future.

## **15. The process of implementation of work**

The process of implementation is required to be designed by the successful tenderer at the tendering stage only. Major steps in the process along with role of BMC and that of the successful bidder are outlined for explaining a close co-ordination desired between two agencies.

### **A. Pre-bid precautions and process**

- a) Data mentioned in the subsequent Appendixes & Annexures gives base line information required for this work. However, this data is indicative data only and the Bidders shall survey on their own about the roads, doorstep collection points, community collection points, and the type and qty. of refuse generation at these collection points.
- b) The bidder should inspect the entire locality, development and living habits of the residential and floating population on all roads stretches for identifying their characteristics in terms of work content involved in fulfilling the requirement of work and desired performance levels. They should also assess the Municipal Solid Waste generated to get confirmation on the quantum of work outlined in the tender document.
- c) Based on their self-gathered data the ward wise plan shall be prepared and submitted separately.
- d) The vehicles, equipments, machinery, accessories, implements and staff required to achieve desired performance shall be worked out and mentioned in the plan.

e) During the festival times the waste generation may increase. The contractor during these times shall provide additional vehicles. Though no extra cost will be made for the additional vehicles, the payment for the waste transported will be made at actual during those times.

f) There is seasonal variation in waste generation pattern accordingly the contractor has to increase the services to cope up with the variation.

- **Designs, Drawings, Catalogues**

The Tenderer shall submit the designs, drawings, catalogues of the equipment's i.e. of Large compactors, mini compactors, Small closed vehicles, Dry Waste Tempos, Watch & Ward Vehicles & any other machinery along with the tender. The bidder shall also submit documentary evidence about service support from the Manufacturer of the machinery for the entire contract period. **Non submission of designs, drawings, catalogues of the equipment and documentary evidence regarding service support from the equipment / machinery for the entire contract period will be treated as incomplete tender and will be liable for rejection.**

- **Preparing work plan, providing vehicles, equipment, machinery, accessories and facilities and organizing the work.**

a) The tenderer shall submit work plan in the following document

- Annexure 'J' Specifications of bins offered.
- Annexure 'K' Specifications of the vehicles, , Machinery offered
- Annexure 'L' Summary of vehicles
- Annexure 'M' Ward wise & shift wise transportation plan
- Annexure 'N' Plan for upkeep of community collection points.
- Annexure 'O' Plan for installation & upkeep of litter bins
- Total Plan for carrying out work defined under specifications.
- The contractor has to design the plan in such a way that the load of waste which is going to the Refuse Transfer Station shall not exceed as

indicated in the relevant annexure / appendixes. The tenderer shall submit his plan accordingly.

- The plan should be in conformity with the guidelines and other terms and conditions specified in this tender document.
- Any other details which the bidder feels appropriate to be submitted with his plan

b) The bidder shall submit total work plan for the ward indicating the complete names of roads, length of roads, no. of sections, generation in Cu.M. & Metric Tonnes, in the beginning of the contract and after progressive increase in house to house collection and achieving 100% house to house.

c) The plan shall be prepared ward wise.

- A definite work plan of deployment of machine, vehicles and equipment, infrastructure should be given ward wise.
- A supervisor capable of understanding work plan, organizing the work accordingly, and capable of directing, disciplining and controlling work force shall be appointed before commencing the work.
- Minimum one engineer (diploma holder) per ward is essential.
- The driver cum operators and supervisors shall keep all records and submit all reports desired to operate the plan and as suggested by BMC.
- The contractor's supervisors shall keep close liaison with the Asst. Eng (SWM) / Asst. H.S. of the SWM department who is in charge of the work for organizing joint inspection daily as desired for ascertaining work performance. The Ex. Engineer (SWM) / Deputy Chief Engineer of the SWM Operations Section shall be principal representative officers from BMC for implementing and operating this system of collection and transportation work carried out by the service provider.

The vehicle, equipment, machinery, accessories, litter bins, 1.1 Cu.M. Bins, materials, implements required for collection & transportation of waste from generation point, workers facilities and protective gears required for implementing the plan} shall be provided by the successful tenderer on OOB (Own and Operate Basis).

**However, the litter bins and community 1.1 Cu.M. Bins shall remain property of BMC even after expiry of the contract period.**

**B. The process of Start-up and Implementation after the award of contract.**

a) The successful tenderer will be given a letter of Acceptance for starting the work at the end of the Mobilisation Period after requisite trial of the prototypes/machinery.

a. On receipt of Letter of acceptance, the bidder should place orders for all requisites immediately to avoid delay in starting the work. A copy of the order placed with the manufacturer for all vehicles, equipment, machinery and infrastructure and their confirmation to dispatch them in stipulated time should be produced within 15 to 20 days for prototypes and for remaining within ten days of the approval of prototypes & machinery.

- The Ch. Eng. (SWM) shall form a committee for the inspection of prototypes. Based on the report from the committee Ch.Eng.(SWM) shall give approval. A certificate to that effect is a must for further production.

- The final supply of all vehicles, equipment, machines, materials, accessories, implements, shall be made before 10 days of date of commissioning in the ward.

- Commissioning and the successful trial of all vehicles, equipment, machines, materials, accessories, implements desired for the work assigned shall be given to the designated Engineer of the SWM within 8 days before the date of commissioning. Regular work shall be started after the end of the Mobilisation Period.

b) Thereafter Delay in starting the regular work shall attract a penalty of Rs.100000 per day, which shall be recovered from EMD / Bank Guarantee.

**Preparatory work**

Preparatory work consist of fixing of pre determined timings for house to house collection & other collection centers etc & fine tuning the same by taking trials. Any other work required to be taken up before start of the contract.

## **1 Guidelines for vehicles:**

### **1.1 General :**

- The tenderers shall place the orders for Large compactors, Mini Compactors, Small closed vehicles, Dry Waste Tempo, Watch & Ward Vehicles & any other machinery for the no. of vehicles/ machines/ equipments of the specified types, within 15 days from the date of issue of Letter of Acceptance. A copy of which shall be submitted to BMC along with a schedule of commencing the manufacturing of the Large compactor units ,Mini Compactor units ,Small closed vehicles units , Dry Waste Tempo Units, Watch & Ward Vehicle & other machinery. The vehicles & machines shall be latest manufactured & shall comply with Bharat Stage VI norms & approved by R.T.O. authorities.
- The Bidder shall give successful trial of the vehicles/ machineries/equipments so procured by him for this contract in Mumbai before deploying the vehicles. If the trial so held becomes unsuccessful and unsatisfactory, BMC reserves the right to terminate the contract and forfeit the contract deposit.
- The BMC under no circumstances will accept vehicles/ machineries/equipments which are not as per specifications. If the vehicles/ machineries/equipments are not approved by the Engineer of the contract, the vehicles shall not be accepted.
- The vehicles/ machineries/equipments shall be completely new & Road worthy as approved by Mumbai R.T.O. conforming to rules & regulations prescribed in this respect from time to time or by any other concerned statutory and competent authorities regarding use of fuel or pollution control or any other modifications. The vehicles/ machineries/equipments shall be in good condition so as to have

service reliability. The vehicles/ machineries/equipments shall be registered with Mumbai R.T.O. Otherwise the same will not be accepted.

- The vehicles shall be maintained in good condition and shall be got inspected and certified by the Engineer in the beginning of the contract as well as every year. A certificate to that effect shall be collected from the Engineer of the contract. If the contractor fails to do the same the vehicle will not be accepted by the Ward staff. The copies of registration documents, insurance documents shall be furnished to the ward about the vehicles which are in daily use. The copies of fitness certificates shall also be delivered to the ward staff. If it is found that any vehicle doesn't have fitness certificates or the validity of certificate is lapsed, then the vehicle will not be accepted by the ward staff. If the copies of Fitness Certificates / PUC / Insurance Documents are not furnished to the respective ward office then a relevant penalty as per Schedule of Penalties will be charged.
- The tenderers shall tie up for procurement of vehicles/ machineries/equipments in their name with vehicles/ machineries/equipments manufacturing company, who manufacture the equipment as per BMC specifications.
- The cost of all these vehicles/ machineries/equipments shall be borne by the contractor and the vehicles/ machineries/equipments shall be owned in their name. (shall give within 15 days of the award of the contract order copies placed on the vehicle/ machineries/ equipments manufacturer.)
- Vehicles provided by the contractor should adhere to all the rules, existing ones and those prescribed from time to time by Regional Transport Authority, Mumbai or any other statutory authority including air pollution standards and measures in Mumbai.
- Vehicles provided by the contractor shall be filled daily with adequate quantity of fuel before starting of work.
- The consumables/equipment required for the operations of vehicles / machinery shall also be provided in adequate quantity before starting of the work daily.

**1.2** The details of the offered Large compactors/ Mini Compactors / Small closed vehicles/ Dry Waste Tempo /Watch & Ward Vehicles / Dry Waste Tempo shall be demonstrated in the Presentation to be made before opening of price packet.

**1.3** The contractor shall have service support from the vehicles/ machineries/equipments manufacturer to provide uninterrupted services for the entire contract period and has to submit documentary evidence for the same in Packet B submissions.

**1.4** The vehicles/ machineries / equipments shall be used for collection of municipal solid waste as defined in M.S.W. (Management & Handling) Rules 2016 & its amended versions which includes mixed refuse and refuse from the slums.

**1.5** On production of intimation slip by the driver cum operators of the contractor, Log sheets will be provided by the ward staff duly counter signed by the officer in charge at motor loading chowky of the wards. The registration Nos. of vehicles/ machineries / equipments their type, etc. shall be mentioned in the intimation slip. The contractors shall ascertain that these details are incorporated in the log sheet issued.

**1.6** At the disposal site / transfer station, the drivers of contractors vehicles shall obey the instructions of the disposal site / transfer station staff for proper entry of the log sheets, weighments, for treatment of disinfection operations unloading at proper place and systematic parking at the site as shown by the municipal staff. The failure to comply this will be viewed seriously. The contractor shall depute a responsible person at the disposal site / transfer station from time to time to see that the vehicle drivers cum operators are following the instructions of disposal site / transfer station staff. If the vehicle does not unload at appropriate place and as per instructions at the disposal sites / transfer station then a relevant penalty as per Schedule of Penalties will be charged.

**1.7** In case of breakdown of vehicles/ machineries / equipments the contractor shall make alternate arrangement of vehicles/ machineries /

equipments. In case no alternate arrangement is made and the program given to the said vehicle cannot be completed or attended in that shift, the Contractor shall be penalized as per relevant Clause of schedule of penalty.

**1.8** In case the contractors vehicles/ machineries / equipments fails on the road due to the mechanical accidental breakdown etc. then contractor will make necessary arrangements to attend to the break down and transport the waste to the disposal site as soon as possible. Otherwise a relevant penalty as per Schedule of Penalties will be charged.

**1.9** The contractor shall paint above Driver's Cabin from the front outside that the vehicle ids "On Municipal Duty" and the name of the Ward should be exhibited on the front side of the vehicle at a visible place so long as the vehicle is on municipal duty.

**1.10** Vehicles/ machineries / equipments shall be sent to work in perfect working order having proper registration and fitness certificate for road worthiness from Mumbai R.T.O. and with adequate supply of fuel / oil for completing the program in a particular shift. The consumables required for completing the program shall also be provided by the contractor.

**1.11** The vehicles/ machineries / equipments shall have valid Pollution control certificate (P.U.C.) at all times and copies of the same shall be provided to the AHS / AE (SWM) of the respective Ward Office every three months & kept with the driver. The vehicles shall have valid Fitness Certificate issued by R.T.O. and Comprehensive Insurance cover at all times. & copies of the same shall be provided to A.H.S. / A.E.(SWM) of the respective ward every year.

**1.12** If it is found that any vehicles/ machineries / equipments has made an accident or is liable to make an accident due to vehicle not being road worthy such vehicles shall be debarred for use permanently anywhere in any of the Wards and it will be contractors responsibility to make up the quota immediately.

**1.13** The contractors' vehicles shall be got weighed at the **Municipal Weigh Bridges only** installed at the disposal site / transfer station. In case for some reason the weigh bridges of the disposal site / transfer station are not operational, the vehicles shall be got weighed at the private computerized weigh bridges. The cost of weighment shall be borne by the contractor & will not be reimbursed by BMC.

**1.14** It may happen that the existing disposal site is not attracting any toll tax but for some reason it changes to a site where toll tax is required in that case, the payment towards toll tax will be the contractor's responsibility and BMC will not bear any cost on this count. They have to consider the toll tax payment in the bidding.

**1.15** On completion of the program vehicles/ machineries / equipments must report for inspection to Motor Loading Junior Overseer or his representative at check post for each Ward area, as decided for checking before vehicles/ machineries / equipments goes out of section to the disposal site / transfer station. In case of failure to report to the Check Post, penalty will be charged.

**1.16** The remarks / endorsement of the officers at the Check Post / Transfer Station / final disposal site will ensure whether the vehicles/ machineries / equipments has performed its work satisfactorily.

**1.17** The cost of any damage injury or death caused by the contractor's vehicle or any claim arising out of it, will be recovered from contractor through any of monthly bills.

**1.18** The contractor should display the name of the Ward on the top portion of the cabin on the cleaner's side.

**1.19** The contractor will have to ensure proper loading of waste / working of the vehicles / machineries / equipments.

**1.20** The successful bidder shall not object if in case the vehicles are directed to disposal site / transfer station other than principal disposal site / transfer station. No extra payment will be made for such a change. Moreover if in this

case it is required to pay toll tax, the contractor shall have to pay the same. BMC will not reimburse the payment towards toll tax.

**1.21** Manual handling must be avoided as per Municipal Solid Waste Handling Rules 2016. The manpower shall be provided with adequate equipments/safety gear to carry out the work without manual handling of waste.

**1.22** It is expected that the contractor shall eliminate the community bins by increasing door to door collection of refuse in the ward during the contract period.

**1.23** The contractor shall keep the vehicle clean and tidy and shall spray approved quality and quantity of eco friendly disinfectants cum deodorant daily on the vehicles.

**1.24** The contractor shall wash the vehicles supplied by them, every day with water spraying at their service station otherwise a penalty will be charged.

**1.25** The contractor will be charged as per the schedule of penalties mentioned in the tender for not following the clauses mentioned in the schedule. The penalties will be worked out from the reports generated in the VTMS System and any other such IT Systems devised by BMC.

**1.26** if during the course of contract complete failure on part of contractor to collect, transport waste on any day is observed then a relevant penalty as per Schedule of Penalties will be charged.

**1.27** BMC during the course of contract may want to display any public / social message on the vehicles used in the contract either in print or digital format (digital sign board). The contractors shall not object for the same.

## **11. Facilities and Benefits for the Work Force Employed**

a) The work force employed for the work defined in this document should be on payroll of the service provider on monthly basis. The successful tenderer shall furnish the details of the staff going to deploy for the entire contract before commencing the work. The workforce deployed on the vehicles shall be

paid as per Minimum Wages Act & Motor Vehicles Act. The details of the payments made to the workforce shall be submitted to the ward staff on demand.

b) Each person (including Supervisor) deployed on this work including shall be provided the following personal facilities

i) A set of Uniform of approved design and colour by BMC.

ii) A set of Hand Gloves, reflecting jackets, Mask and safety shoes will be given to all employees upto supervisors.

iii) A set of gumboots and rain wear shall be provided in the rainy season.

iv) Non compliance of i, ii & iii shall attract penalty as per the relevant clause in the schedule of penalties.

c) A duty reporting place will be established on the place given by BMC. BMC may provide separate place for each section of the ward.

The staff provided for the operations of the contracted work shall be covered under all relevant laws prevailing in the state of Maharashtra and in India and those get introduced in future from time to time.

- **BMC shall not be liable to take any corrective action incur any extra cost on account of any prevailing laws by way of compensation or any other assistance to the workers or bear any legal liability- direct or indirect. The successful bidder shall take care of all these areas at their end and at their cost**

e) It will be the total responsibility of the contractor to maintain requisite documents, registers, wage cards, daily attendance muster, service records including P.F., Gratuity etc where applicable. And submit returns regularly to the statutory authority if necessary. Failure to maintain requisite registers shall attract penalties as per relevant clause of penalties mentioned in the Schedule of Penalties. **Attendance of the workforce employed by the contractor shall be recorded using Biometrics of the employees.**

f) The contractor shall look after the welfare of the employees. The service provider shall cover his employees against accidents and mishaps by having group insurance of the employees. Regular health checkups of the employees shall be carried out by the service provider.

g) The contractor shall report any accidents to its workforce / third party during the operations of the vehicles to concerned AE (SWM) / Ex.Eng. (SWM) to facilitate further reporting at least by next day.

### **Quality of Disinfectant cum Deodorant**

Disinfectant cum deodorant for spraying around refuse bins on roads and at the spots of collection of the bins should be Eco-friendly, nontoxic, non-acidic, herbal based. The herbal based liquid shall be preferred. The liquid/powder to be used shall be approved by the Chief Engineer (SWM).

## **12. Contract Period**

The contract period is Seven years from the date of expiry of the mobilization period. The contract period of Seven years is excluding the mobilization period. However, the Corporation may reduce the contract period by giving prior notice of three months. The contractors shall not object to the same and the Corporation shall not entertain any demand for compensation. If the contractor starts the work in Mobilisation Period, the contract period of seven years will start from that day on which the work is started from the first ward. On expiry of Mobilisation Period if the vehicles as per specifications are not provided, a penalty will be charged as per relevant penalty clause in the schedule of penalties.

## **13. Schedule of Rates & Bill of Quantities**

The bidder has to quote on per ton basis for first year of the contract in BOQ. While quoting for the work the bidder has to consider the cost towards each & every aspect of the work mentioned in the specifications.

The payments to the work shall be made on the basis of on line reports generated in the VTMS & such IT Based systems developed by BMC.

The financial proposal of the bidders will be ranked on the basis of lowest rate quoted in the BOQ.

➤ **Price variation Clause**

The Contractor shall be paid or adjusted as per the price variation occurrence due to scope beyond control of the contractor, depending on the indices corresponding to fuel, labour and maintenance component.

➤ **Escalation/ Depreciation on quoted base price**

Price quoted per tonnage will be considered as base price where price variation will be considered for the components as per below mentioned formula:

$$\text{Price Quoted (Base price)} = \text{Fixed Price} + \text{Variable Price (Maintenance + Fuel + Labour Cost)}$$

Whereas,

Fixed Price = Capital cost of vehicle purchase, fabrication,

Variable Price = Maintenance cost + Fuel cost + Labour cost

The price quoted shall be adjusted for increase or decrease in rates and price of labour (driver, cleaner and labourers), fuel(diesel and electricity for EV charging) and maintenance(spare parts, lubricant, parking) in accordance with the following principles and procedure as per formula given below.

$$\text{Price Variation PV} = \text{PV (Maintenance)} + \text{PV (Fuel)} + \text{PV (Labour)}$$

Whereas,

PV(Maintenance) = Variable price due to maintenance price fluctuation

PV(Fuel) = Variable price due to fuel price fluctuation

PV(Labour) = Variable price due to Labour component price fluctuation

The amount certified in each payment certificate will be adjusted by applying respective price adjustment factor to the payment amounts due.

- Price adjustment will begin from the 7th month after the agreement is signed.

- Successful bidder will continue to receive base quoted price for the duration of contract, whereas price variation will be applicable for variable cost.
- No price variation will be considered for first six months.
- Price variation will be calculated every month from 7<sup>th</sup> month of the contract.
- Below is the timeline for payment of variable price component for the duration of the contract period.

<b>Year</b>	<b>Variance period calculated</b>	<b>Variance paid</b>
Year One : 1 to 6 months	No variance will be paid	Nil
Year One: 7 to 12 months	Variance will be calculated for these 6 months	Variance will be adjusted/ paid along with bill of 13 <sup>th</sup> Month
Year two: 13 to 18 months	Variance will be calculated for these 6 months	Variance will be adjusted/ paid along with bill of 19 <sup>th</sup> Month
Year two: 19 to 24 months	Variance will be calculated for these 6 months	Variance will be adjusted/ paid along with bill of 25 <sup>th</sup> Month
Year three: 25 to 30 months	Variance will be calculated for these 6 months	Variance will be adjusted/ paid along with bill of 31 <sup>st</sup> Month
Year three: 31 to 36 months	Variance will be calculated for these 6 months	Variance will be adjusted/ paid along with bill of 37 <sup>th</sup> Month
Year Four: 37 to 42 months	Variance will be calculated for these 6 months	Variance will be adjusted/ paid along with bill of 43 <sup>rd</sup> Month
Year Four: 43 to 48 months	Variance will be calculated for these 6 months	Variance will be adjusted/ paid along with bill of 49 <sup>th</sup> Month
Year Five: 49 to 54 months	Variance will be calculated for these 6 months	Variance will be adjusted/ paid along with bill of 55 <sup>th</sup> Month
Year Five: 55 to 60 months	Variance will be calculated for these 6 months	Variance will be adjusted/ paid along with bill of 61 <sup>st</sup> Month

Year	Variance period calculated	Variance paid
Year Six: 61 to 66 months	Variance will be calculated for these 6 months	Variance will be adjusted/ paid along with bill of 67 <sup>th</sup> Month
Year Six: 67 to 72 months	Variance will be calculated for these 6 months	Variance will be adjusted/ paid along with bill of 73 <sup>rd</sup> Month
Year Seven: 73 to 78 months	Variance will be calculated for these 6 months	Variance will be adjusted/ paid along with bill of 84 <sup>th</sup> Month
Year Seven: 79 to 84 months	Variance will be calculated for these 6 months	Final settlement

- Quoted price per tonnage shall be inclusive of all the variables for the said work which will be categorized in maintenance, fuel and labour component.
- Weightages for each group with each component is as below:

Sr. No.	Groups	Capital Cost %	Fuel %	Maintenance %	Labour %
1	A, B, C & D	21.98%	15.47%	12.49%	50.06%
2	E, FS & FN	22.50%	16.17%	13.05%	48.28%
3	GS & GN	19.72%	17.38%	11.87%	51.03%
4	HE & HW	22.19%	16.93%	13.05%	47.83%
5	KE & KW	21.88%	17.52%	13.02%	47.58%
6	PE, PS & PN	22.80%	16.89%	13.30%	47.01%
7	RS, RC & RN	22.54%	18.78%	13.44%	45.24%
8	N, S & T	22.04%	14.12%	12.49%	51.35%

### Price adjusted for Maintenance

Price adjustment for increase or decrease in the cost to maintenance shall be paid in accordance with the following formula:

$$PV (Maintenance) = Weightage of Maintenance \times Base price \times \left( \frac{WPI(mn)}{WPI(mb)} - 1 \right)$$

Whereas,

Weightage of maintenance as per above mentioned table

Base price quoted by the bidder

WPI(mn) = Wholesale Price Index for all commodities for month in consideration

WPI(mb) = Wholesale Price Index for all commodities for the month of start of contract

**Price adjusted for Fuel**

$$PV (Fuel) = Weightage\ of\ Fuel \times Base\ price \times \left( \frac{WPI(fn)}{WPI(fb)} - 1 \right)$$

Whereas,

Weightage of fuel as per above mentioned table

Base price quoted by the bidder

WPI(fn) = Wholesale Price Index for Fuel and Power commodity for month in consideration

WPI(fb) = Wholesale Price Index for Fuel and Power commodity for the month of start of contract

**Price adjusted for Labour**

$$PV (Labour) = Weightage\ of\ Labour \times Base\ price \times \left( \frac{CPI\ iw(n)}{CPI\ iw(b)} - 1 \right)$$

Whereas,

Weightage of labour as per above mentioned table

Base price quoted by the bidder

CPI iw(n) = Consumer Price Index for Mumbai City for Industrial Worker category for month in consideration

CPI iw(b) = Consumer Price Index for Mumbai City for Industrial Worker category for the month of start of contract

➤ **Payment of Levy Charges for Manpower deployed**

The levy amount as applicable and paid by the contractor towards contract labour employed for the execution of work under this tender shall be reimbursed separately to the contractor, over and above the contract value, subject to submission of valid and verifiable documentary evidence of payment of levy charges to the concerned statutory authority and manpower deployed.

Existing breakup of 49% levy charges are as mentioned below. However, the charges as amended time to time in future shall be applicable.

- Provident Fund – 12%
- ESI – 3.25%

- Bonus – 8.33%
- Gratuity – 4.81%
- Leave with Wages – 5%
- National & Festival Holidays – 3%
- Admin & Statutory Charges – 3%

**Please note that bidders have to quote their rate without including Levy component for the workforce deployed.**

#### **14. Mobilization period**

Mobilization period for all the services and vehicles/ machineries/equipments shall be **six months** from the date of issue of Letter of Acceptance. The contract period will start from the date of expiry of mobilization period. In other words, the contract will start on the expiry of six months from the date of issue of letter of acceptance. However, thereafter no extension will be granted and contractors must provide the vehicles / machineries/equipments as prescribed in the tender document. The contractor will be allowed to start the work in his allotted ward, only after complete fleet and bins as per order quantity is ready & completion of preparatory works in the ward i.e. the contractor is fully geared up in all respect for compliance of the contract. However, if the contractor is partially ready with the fleet of vehicles, he will be allowed to partially start the contract within the mobilization period in a particular ward if the vehicles/ machineries & preparatory work for that ward are available with him as per the plan furnished by the contractor.

In case of any eventuality that due to some unavoidable circumstances, BMC is compelled to ask the contractor to start the work within the Mobilisation Period, he will be allowed to use the vehicles other than the specified vehicles. However the schedule of penalties will be applicable from the day of start of the work. If the contractor fails to start the work as per tender conditions even on expiry of mobilization period, the contractor will be penalized as per schedule of penalties.

As per the condition in ward, contractor will be asked to start the work within Mobilisation Period with the use of old vehicles if available only i.e Large Compactor, Mini Compactor, Small Closed Vehicle. For which, the

contractor should be ready with sufficient fleet of Large Compactors, Mini Compactors & Small Closed Vehicles. The payment during the Mobilisation Period will be made at the rate of 70% of the rate quoted in the BOQ. The contractor shall plan with ward staff the services with old vehicles during Mobilisation Period & see that no backlog of the refuse remains to be cleared even though less nos. of vehicles are available with him.

**15. Rendering services to other wards in case of emergencies**

This is a group wise contract and the contractor has to work in the group of ward / wards for the entire contract period. However, BMC may ask to provide the contractors' services in any other group of ward / wards in emergency situations. The contractor shall not object for providing the services for the other group of ward / wards. Modalities of such kind of exigencies will be decided mutually during that event.

### SCHEDULE OF PENALTIES

1.	Penalty for failure to provide the vehicles (excluding standby vehicles) as per specifications, on expiry of the mobilization period	:	Rs.1,00,000/- per day per ward for a period of one month and thereafter if the contractor fails to supply the vehicles as per specifications, Then the contractor will be asked to stop supply of vehicles and the Corporation will make alternate arrangement at the risk & cost of the contractor.
1 a)	Penalty for failure to supply standby vehicles as per specifications, on expiry of the mobilization period.		Rs. 10,000/- per vehicle per day
2	Penalty for failure of Contractor's man to attend Ward Office to take instructions.	:	Rs.2,000/- per day
3	Penalty if the vehicle does not unload at appropriate place and as per instructions at the disposal site / transfer station.	:	Rs.1,000/- per trip per vehicle
4	Penalty for any vehicle reported late, (after notified time but within 1 hour of intimated reporting time)	:	Rs. 2,000/ per vehicle per shift
5	Penalty for vehicle reported late, (after 1 hr for every hour within 4 hours of intimated reporting time)	:	Rs. 1,000/- per hour per vehicle over and above Rs. 2,000/- as in 3 above.
6	Penalty for Non reporting of vehicle after 4 hours or breakdown of vehicle before starting of work, & failure of contractor to deploy standby vehicles.	:	Rs.20,000/- per service.
7	Penalty in case of the vehicle breakdowns after starting the work and failure of the contractor to make alternate arrangement within 3	:	Rs.10,000/- per vehicle per shift + cost of alternate arrangement at risk & cost of the contractor + 15% supervision charges.

	hours for transferring the refuse from the breakdown vehicle.	
8 a	Penalty for short supply of Large Compactor vehicle (The penalty is for that particular shift only & is not to be carried forwarded for the next shift / day.)	: Rs.10,000/- for 1st vehicle additional Rs. 1,000/- for every next vehicle. e. g.  For short supply of one vehicle = Rs. 10,000/-  For short supply of two vehicles =Rs.10,000/-+(Rs.10,000/- +1,000/-)  = Rs.21,00/-  For short supply of three vehicle =Rs.21,000/-+(Rs.10,000/- +1,000/-)  = Rs.32,000/-  & so on
8 b	Penalty for short supply of Mini Compactor vehicle (The penalty is for that particular shift only & is not to be carried forwarded for the next shift / day.)	: Rs.6,000/- for 1st vehicle additional Rs. 1,000/- for every next vehicle. e. g.  For short supply of one vehicle = Rs.6000/-  For short supply of two vehicles =Rs.6,000/-+(Rs.6,000/- +1,000/- )  = Rs.13,000/-  For short supply of three vehicle =Rs.13,000/-+(Rs.6,000/- +1,000/-)  = Rs.20,000/-  & so on
8 c	Penalty for short supply of Small Closed vehicle (The penalty is for that particular shift only & is not to be carried forwarded for the next shift / day.)	: Rs.4,000/- for 1st vehicle additional Rs. 1000/- for every next vehicle. e. g.

			<p>For short supply of one vehicle = Rs.4000/-</p> <p>For short supply of two vehicles =Rs.4000/-+(Rs.4000/- +1000/- )</p> <p>= Rs.9000/-</p> <p>For short supply of three vehicle =Rs.9000/-+(Rs.4000/- +1000/-)</p> <p>= Rs.14,000/-</p> <p>&amp; so on</p>
9	Penalty for failure to attend Community Collection Point	:	Rs. 2,000/- per community collection point
10	Penalty for not attending "Door to Door" program	:	Rs. 2000/- per Door to Door point
11	Penalty for failure to paint "On Municipal Duty" board on the vehicle/ equipment/ machinery.	:	Rs.1000/- per vehicle/ equipment/ machinery per shift
12	Penalty for failure to wash the vehicles daily.	:	Rs.2000/- per vehicle per day
13	Penalty for failure to keep the vehicles well painted.	:	Rs.2,000/- per vehicle / equipment/ machinery per day till the vehicles/ equipment/ machinery are painted.
14	Penalty in case vehicle is found carrying debris / silt	:	<p>Rs.25,000/- per vehicle per shift in the first instance thereafter, for every instance till 4th instance, the penalty shall increase by Rs.10000/- each time. e.g. For 1st instance = Rs.25000/-</p> <p>For 2nd instance = Rs.25000/ + 10000/- = Rs.35000.</p> <p>For 3rd instance = Rs.35000/ + 10000/- = Rs.45000/-</p>

			For 4th instance = Rs.45000/ + 10000/- = Rs. 55000/-  Thereafter the contractor will be black listed.
15	Penalty for complete failure to collect, transport waste on any day.	:	Rs. 2,00,000/- per day per ward
16	Penalty for turning off the CCTV System	:	The payment corresponding to the capacity of the vehicle + Rs.2000/-
17	Penalty for turning off the VTMS system	:	The payment corresponding to the capacity of the vehicle + Rs.2000/-
18	Penalty for not providing community bin as per the work plan	:	Rs. 10,000/- per day per bin
18 a	Penalty for not repairing / replacing the damaged 1.1 Cu.M. community	:	Rs. 2,000/- per day per bin
19	Penalty for failure to provide litter bins as per the work plan	:	Rs. 2,000/- per day per bin
20	Penalty for not repairing/replacing the faulty litter bins	:	Rs. 1,000/- per day per bin
21	Penalty for failure to avoid overflowing of waste from community bins	:	Rs. 1,000/- per day per bin
22	Failure to submit the registration certificates under the statutory provisions like contract workers Act etc. after 03 months from the date of acceptance letter / before commencement of the work whichever is later.	:	Rs.20,000/- per month for every such registration
23	Penalty for failure to eliminate open dumps of garbage after 12 months from the date of start of contract.	:	Rs. 1,000/- per day per point
24	Penalty for failure to eliminate community bins as per specified schedule in the scope work from the date of start of contract	:	Rs. 1,000/- per day per point

25	Penalty for failure to maintain the collection point (community collection point / door to door collection point ) clean & neat	:	Rs. 2,000/- per day per bin
26	Penalty for failure to spray, disinfectant cum deodorant at community collection point	:	Rs. 1,000/- per day per community collection point / door to door point
27	Penalty for failure to provide details of payments made to the workforce	:	Rs.2000/- per day after the demand for production of records is made.
28	Penalty for failure to provide supervisor in any shift	:	Rs.2000/- per shift per day
29	Penalty for failure to provide engineer on any day	:	Rs.4000/- per day
30	Penalty for failure to provide uniform to employees	:	Rs. 1000/- per person per shift
31	Penalty for failure of employees to wear uniforms on duty	:	Rs. 1000/- per employee per shift
32	Penalty for failure to provide safety gears /gum boots / rain wears to	:	Rs. 1000/- per employee per shift
33	Penalty for failure of employees to wear safety gears on duty	:	Rs. 1000/- per employee per shift
34	Penalty for failure to maintain attendance musters/ registers recoded by means of biometrics of the workforce employed.	:	Rs. 2000/- per day
35	Penalty for failure to maintain registers for uniforms, safety gears, implements etc	:	Rs. 2000/- per day
36	Penalty for failure to provide tools and implements to employees for carrying out duty	:	Rs. 1000/- per employee per shift
37	Penalty for failure to follow the program of IEC Events	:	Rs. 10,000/- per such instance
38	Penalty for failure to register public complaints.	:	Rs. 500/- per day per complaint
39	Penalty for failure to establish control room as per specifications.	:	Rs. 10000/- per day
	Penalty for any other lapses towards performance of contract.		
40	1st instance	:	Rs.20,000/- per day

	2nd instance	:	Rs.50,000/- per day
	<b>The maximum penalty that can be levied in a month</b>	:	<b>Not more than 20% of the monthly billing amount</b>
<b>Note</b>	<p>a) <b>Once a vehicle is short supplied, the penalty related to short supply of vehicle will be applicable, however other penalties associated with this service i.e. not attending door to door program will not be applicable.</b></p> <p>b) <b>These penalties are related to actual work which would be carried out at the site. However, the penalties which are related to any other condition mentioned in the tender document will be applicable in addition to penalties in this schedule.</b></p> <p>c) <b>Please note that it is the contractor's responsibility to keep GPS and CCTV system supplied by him in proper order. If it is observed that reports in the VTMS are not generated due to non-working of GPS or it is found out that CCTV system is not working then payment will not be made for that particular vehicle.</b></p> <p>d) <b>If the contractor is having any difference of opinion about imposition of penalty by the field staff then an appeal can be made to Assistant Commissioner of the respective ward.</b></p>		

**SECTION 11**  
**Fraud & 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 persons participation or action in the Bidding Process;

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

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

**F.** If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’

notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

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

For the purposes of this Sub-Clause:

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

fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

# **SECTION 12**

## **Pre Bid Meeting**

## **PREBID MEETING**

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

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

**SECTION 13**  
**List of Approved Banks**

## **LIST OF APPROVED BANKS**

1. The following Banks with their branches in Brihanmumbai 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.
2. The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be on forced against the said branch of the Bank in case of default by the contractor/supplier furnishing the bankers Guarantee. The second schedule to the Reserve bank of India act, 1934 (section 2(e) and 42) scheduled banks are considered.

<b>A</b>	<b>S.B.I and its subsidiary Banks</b>
1	State Bank Of India.
2	<del>State Bank Of Bikaner &amp; Jaipur.</del>
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>B</b>	<b>Nationalized Banks</b>
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. 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.
<b>C</b>	<b>Scheduled Commercial Banks</b>
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	IndusInd Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation &Int Bank Ltd.

46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
<b>D</b>	<b>Schedule Urban Co-op Banks</b>
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	JanataSahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	Shamrao Vithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
<b>E</b>	<b>Foreign Bank</b>
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bank Indosuez.
73	Banque Nationale de Paris.
74	Barclays bank.
75	City Bank N.A.

76	Hongkong & Shanghai Banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

# **SECTION 14**

## **Appendix**

**FORM OF TENDER**

To,  
The Municipal Commissioner for Brihanmumbai  
Sir,

I/ We have read and examined the following documents relating to the  
work of \_\_\_\_\_

- i. Notice inviting tender.
- ii. Directions to tenderers (General and special)
- iii. General condition of contract for Works of the Brihanmumbai Municipal Corporation as amended up to date.
- iv. Relevant drawings
- v. Specifications.
- vi. Special directions
- vi. 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  
191

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. \_\_\_\_\_ )

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

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 Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is with-drawn by the Corporation,"

Address

.....  
.....

Yours faithfully,

Digital Signature of the Tenderer or the Firm

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

5.....

Full Name and private residential address of all the partners constituting the Firm

A/c No.

.....

1. ....

Name of Bank

2. ....

.....

3. ....

Name of Branch

4. ....

.....

5. ....

Vendor 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 D.M.C.(SWM) (hereinafter called “the commissioner” in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of D.M.C.(SWM) of the second part and the Brihanmumbai Municipal Corporation (hereinafter called “the Corporation”) of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation NOW THIS

THIS AGREEMENT WITNESSETH as follows:-

1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to:-

2) The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.

a) The letter of Acceptance

- b) The Bid:
- c) Addendum to Bid; if any
- d) Tender Document
- e) The Bill of Quantities:
- f) The Specification:
- g) Detailed Engineering Drawings
- h) Standard General Conditions of Contracts (GCC)
- i) All correspondence documents between bidder and BMC

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

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

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

Signed, Sealed and delivered by the contractors

\_\_\_\_\_  
 \_\_\_\_\_

In the presence of

Trading under the name and style of

\_\_\_\_\_  
 \_\_\_\_\_

Full Name

Address

Contractors

Signed by the D.M.C.(SWM) in the presence of

Ex. E.(SWM)Planning.

\_\_\_\_\_  
 \_\_\_\_\_

D M.C.(SWM)

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

1.

2.

And in the presence of the Municipal  
Secretary

1.

2.

Municipal Secretary

**SECTION 15**

**ANNEXURES**

## Annexure "A"

Name of Work :- **Collection & transportation of Municipal Solid Waste in wards of Brihanmumbai Municipal Corporation to Transfer Stations & final Disposal Sites**

Sr. No.	Parameter	Details
1	Group No.	
1	The Engineers for this work	1. Ch. Eng. (SWM) 2. Dy.Ch.E (SWM )Planning 3. Ex.Eng (SWM )Planning
2	Description of work	Providing Enterprise vehicle Tracking and monitoring system with operation and maintenance for the period of 6 months.
3	Earnest Money Deposit	Rs. _____
4	Contract Period	07 Years
5	Mobilisation Period	06 Months from date of LoA

Signature of Tenderer/Bidder

## **Annexure- B**

(On Rs. 500/- Stamp Paper)

### **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 BMC, 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 BMC 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 BMC 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 BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to

the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

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

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

Signature of Tenderer/Bidder

## **Annexure- C**

(On Rs. 500/- Stamp Paper)

### **DECLARATION CUM INDEMNITY BOND**

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

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company and there is no change in the contents of the certificates that are submitted at the time of registration.

2. I declare that I \_\_\_\_\_ in capacity as Manager/Director/Partners/Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.

3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as \_\_\_\_\_ of \_\_\_\_\_.

4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

5. I also declare that I will not claim any charge/damages/compensation for non-availability of site for the contract work at any time.

6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

Signature of Tenderer/Bidder

**BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT**

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

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

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

THE MUNICIPAL COMMISSIONER FOR BRIHANMUMBAI (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 BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part  
WHEREAS the consultants have submitted to the Commissioner tender for the execution \_\_\_\_\_ of the work of

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

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

<b>Sr. No.</b>	<b>Description of rate analysis parameters</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
1					
2					
3					
4					
5					
6					
7	Total of all components				
8	Overhead & profit				
9	Total (7+8)				
10	Per unit rate ()				

Sign & seal of the Tenderer

**Annexure "E"**

**INFORMATION REGARDING STATUS OF BIDDER**

**(To be filled in by the bidder)**

(1)(a) Whether it is a proprietor concern

-----

(b) If so, name of the owner

-----

-----

-----

-----

(2) If it is a partnership concern, please furnish name of each partner and a copy of registration certificate

-----

-----

-----

-----

-----

-----

(3) In case of company, please furnish the documentary proof to show that the company is registered

-----

-----

-----

-----

-----

-----

---

Signature of the Authorised Signatory / Signatories:

Name of concerned person(s) / company:

Stamp:

Date:

---

**Annexure F**

**EARNEST MONEY DEPOSIT**

**(To be filled in by the bidder)**

1 **Amount of E.M.D.** : RUPEES \_\_\_\_\_  
(in \_\_\_\_\_ words)

2 **Contract Period** : 7 Years and mobilization period of  
06 Months from date of LoA

**Signature of authorized Signatory  
of company**

**ANNEXURE G**  
**DETAILS OF LITIGATION HISTORY**

1) I M/s ..... participating in the above subject Bid, here by declared that there is no litigation history against me during the last 5 years, prior to due date of the tender.

Or

2) I M/s ..... participating in the above subject Bid, here by declared that the litigation history against me during the last 5 years, prior to due date of the tender, is as under

<b>Sr. No</b>	<b>Year</b>	<b>Action taken</b>	<b>Name of the Organization</b>	<b>Remarks</b>
1.				
2.				
3.				
4.				
5.				

I further declared that information furnished above is correct, and in future, if BMC finds that information disclosed is false or incomplete, then BMC can directly disqualify my bid and can initiate penal action including blacklisting of the firm.

**Full Signature of the tenderer with  
Official Seal and Address**

**ANNEXURE H**  
**GRIEVANCE REDRESSAL MECHANISM**

B.M.C has formed an 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, B.M.C. may decide whether the bid process is required to be suspended pending disposal of such review. The B.M.C after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

B.M.C 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 B.M.C. 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/- 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.25000/-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 B.M.C.

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

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

On receipt of recommendation of the Committee, It will be communicate 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.

Full Signature of bidder  
with Official Seal & Address

## ANNEXURE I

**(To be filled in by bidder against the group of wards the bidder wants to bid)**

Collection & transportation of Municipal Solid Waste in wards of Brihanmumbai Municipal Corporation to Transfer Stations & final Disposal Sites			
Bidder's offer of nos. & type of litter bins to be installed and maintained			
Group No.	Name of Wards	Indicative Nos. of Litter Bins to be installed	Nos. of Litter Bins to be installed by the bidder
1	A, B, C, D	2750	
2	E, FS, FN	2817	
3	GS, GN	1845	
4	HE, HW	2223	
5	KE, KW	3244	
6	PS, PN, PE	2071	
7	RS, RC, RN	4550	
8	N, S, T	4166	

**Full Signature of the bidder with  
Official Seal and Address**

**Annexure “J”**

**(To be filled in by bidder)**

Collection & transportation of Municipal Solid Waste in wards of Brihanmumbai Municipal Corporation to Transfer Stations & final Disposal Sites			
Specification of bins, other items and accessories offered by the bidder.			
Specifications for the items	Requirement specified by BMC if any	The offer of the tenderer, specify make, model, capacity, type material where applicable, lay out drawing and/or drawing of the its, coloured leaflet of information, USB Drive of operations of the equipment	Special mention if any by the tenderer
Garbage Collection bins			
Litter Bins	As per specifications		
Community Bins	As per specifications		
Disinfectant cum Deodorant	As per specifications		
GPS Equipment	As per specifications		
CCTV Camera System	As per specifications		

**Full Signature of the bidder with  
Official Seal and Address**

**Annexure 'K'**

**(To be filled in by the bidder)**

Collection & transportation of Municipal Solid Waste in wards of Brihanmumbai Municipal Corporation to Transfer Stations & final Disposal Sites”			
Specification of vehicles equipment, machinery, accessories offered			
Item of specification	Requirement specified by BMC if any	The offer of the tenderer, specify make, model, capacity, type material where applicable, lay out drawing and/or drawing of the its, coloured leaflet of information, USB Drive of operations of the equipment	Special mention if any by the tenderer
Vehicles for collection and direct transportation			
Rear Loading Large Compactor (Diesel)	As per specifications		
Rear Loading Diesel Mini Compactor	As per specifications		
Kitchen Waste Leak Proof Mini Compactor (Diesel)	As per specifications		
Kitchen Waste Leak Proof Mini Compactor (Electric)	As per specifications		
1 Ton Capacity Diesel Small Closed Vehicle with Bin Lifter	As per specifications		
1 Ton Capacity Electric Small Closed Vehicle with Bin Lifter	As per specifications		
600 Kg Capacity Electric Small Closed Vehicle	As per specifications		
Watch & Ward Vehicle	As per specifications		
Dry Waste Tempo	As per specifications		

**Full Signature of the bidder with  
Official Seal and Address**

**ANNEXURE 'L'**

**(To be filled in by the bidder)**

**Nos. of vehicles**

**Group No. \_\_\_\_\_**

Sr No	Type of vehicles	Nos. of vehicles to be used daily	Nos. of Stand by Vehicles to be provided	Total Nos. of vehicles
		(1)	(2)	(1 + 2)
1	Rear Loading Large Compactor (Diesel)			
2	Rear Loading Diesel Mini Compactor			
3	Kitchen Waste Leak Proof Mini Compactor (Diesel)			
4	Kitchen Waste Leak Proof Mini Compactor (Electric)		Nil	
5	1 Ton Capacity Diesel Small Closed Vehicle with Bin Lifter			
6	1 Ton Capacity Electric Small Closed Vehicle with Bin Lifter			
7	600 Kg Capacity Electric Small Closed Vehicle			
8	Dry Waste Tempo		Nil	
9	Watch & Ward Vehicle		Nil	

**Full Signature of the bidder with  
Official Seal and Address**

**ANNEXURE 'M'**

**(To be filled in by the bidder)**

**Nos. of shiftwise services of vehicles**

**Group No. \_\_\_\_\_**

	Group No. -	Ward -			
Sr No	Type of vehicles	I Shift	Gen Shift	II Shift	III Shift
1	Rear Loading Large Compactor (Diesel)				
2	Rear Loading Diesel Mini Compactor				
3	Kitchen Waste Leak Proof Mini Compactor (Diesel)				
4	Kitchen Waste Leak Proof Mini Compactor (Electric)				
5	1 Ton Capacity Diesel Small Closed Vehicle with Bin Lifter				
6	1 Ton Capacity Electric Small Closed Vehicle with Bin Lifter				
7	600 Kg Capacity Electric Small Closed Vehicle				
8	Dry Waste Tempo				
9	Watch & Ward Vehicle				

(Note – Bidder has to submit the data for every ward in the group separately as per above format)

**Full Signature of the bidder with  
Official Seal and Address**

**Annexure 'N'**

**(To be filled in by bidder)**

Collection & transportation of Municipal Solid Waste in wards of Brihanmumbai Municipal Corporation to Transfer Stations & final Disposal Sites”

**Plan for upkeep of community collection points and thereafter their elimination and channelise this waste in to doorstep collection scheme. (this involves replacement of damaged community bins, maintenance of all community bins including old and replaced ones)**

Please state and elaborate the plan in detail

**Full Signature of the bidder with  
Official Seal and Address**

**Annexure 'O'**

**(To be filled in by bidder)**

Collection & transportation of Municipal Solid Waste in wards of Brihanmumbai Municipal Corporation to Transfer Stations & final Disposal Sites”

**Plan for installation and upkeep of Litter Bins and collection of the waste directly in to the vehicles without any second handling.**

Please state and elaborate the plan in detail

**Full Signature of the bidder with  
Official Seal and Address**

## Appendix 1

### Ward wise Population of Greater Mumbai Mid-year estimated population for the year 2023

Ward	Population
A	193520
B	133142
C	173800
D	362812
E	411366
FS	377567
FN	553355
GS	395115
GN	626578
HE	582857
HW	321722
KE	861762
KW	783107
PS	484816
PN	984647
RS	723007
RC	588006
RN	451199
L	943703
ME	844854
MW	430829
N	651487
S	777977
T	357161

Source – BMC Portal.

## Appendix 2

### Group wise details of No. of community bins

<b>Sr. No.</b>	<b>Group</b>	<b>No. of 1.1 Cu. m. Community bins</b>
1	A, B, C, D	84
2	E, FS, FN	264
3	GS, GN	120
4	HE, HW	179
5	KE, KW	150
6	PS, PN, PE	129
7	RS, RC, RN	0
8	N, S, T	160

## Appendix 2 - A

**Ward wise details of nos. of locations of community collection spots/garbage vulnerable points where attendance is required.**

<b>Sr. No.</b>	<b>Ward</b>	<b>No. of locations attendance is required</b>
1	A, B, C, D	77
2	E, FS, FN	193
3	GS, GN	158
4	HE, HW	117
5	KE, KW	149
6	PS, PN, PE	94
7	RS, RC, RN	58
8	N, S, T	171

### Appendix 3

#### Ward wise principal disposal sites and transfer stations

<b>Ward</b>	<b>Principal Disposal site for unloading the waste</b>	<b>Principal Transfer station site for unloading the waste</b>
A	Kanjur	Mahalaxmi
B	Kanjur	Mahalaxmi
C	Kanjur	Mahalaxmi
D	Kanjur	Mahalaxmi
E	Kanjur	Mahalaxmi
FS	Kanjur	Mahalaxmi
FN	Kanjur	Kurla
GS	Kanjur	Mahalaxmi
GN	Kanjur	Mahalaxmi/ Kurla
HE	Kanjur	Kurla
HW	Kanjur	Kurla
KE	Kanjur	Kurla
KW	Kanjur	Versova
RS	Kanjur	Gorai
RC	Kanjur	Gorai
RN	Kanjur	Gorai
N	Kanjur	Deonar
S	Kanjur	Kanjur
T	Kanjur	Kanjur
PE	Kanjur	Versova
PN	Kanjur	Versova
PS	Kanjur	Versova

#### Appendix – 4

#### Ward wise waste transported to Transfer Stations per day

Ward	Weight in Metric Tons
A	53.46
B	50.31
C	25.50
D	115.41
E	176.77
F/N	95.04
F/S	59.07
G/N	229.72
G/S	106.74
H/E	124.67
H/W	92.44
K/E	139.35
K/W	125.24
N	Dumping Ground
P/N	78.30
P/S	87.98
R/C	111.86
R/N	60.13
R/S	131.04
S	Dumping Ground
T	Dumping Ground

### Appendix - 5

#### List of Public Parking Lot

Sr. No.	Description	Ward	Vehicle capacity					Total
			TW	LMV	LCV	HMV	MMV	
1	C.S. No. 1A/664 of Malbar Hill Division, Altamount Road. (Washington House)	D	0	204	0	0	0	204
2	Plot 'A' bearing C.S. No. 233 of Malbar Hill Division, Nepeansea Road, (Runwala Bldg. Opp. Ruia Bunglow)	D	0	57	0	0	0	57
3	Public parking lot (PPL) situated at plot bearing C.S. No. 1903, 1904, 1905 & 1/1905 of Byculla Division of Dr. A. L. Nair Marg & Maulana Azad Road , Jacob circle	E	258	1316	5	18	0	1597
4	CTS No 707 OF Mazgaon Division,Dr.Babasaheb Ambedkar Road,Byculla,Mumbai.	E	0	466	0	15	0	481
5	Public Parking Lot(PPL) situated on Property bearing C.S. No. 1/296(pt) of Parel Sewree Division, Near M.G. M. Hospital	F/S	512	553	0	0	0	1065
6	Public parking lot (PPL) situated at plot bearing C.S. No. 163 of parel Sewari Division situated at T. J. Road, Mumbai Celestia Building	F/S	0	166	75	36	0	277
7	C.S. No. 11/124(pt), 12/124 (pt) along with contiguous non slum plot bearing C.s. No. 12/124(pt), 13/124 and 14/124 of parel sewri Division at G.D. Ambekar Marg, Kalachowki	F/S	0	293	0	62	0	355
8	C.S. No. 2/1629, Plot No. 249 & 249 A, of Worli Scheme No 52, Lower Parel Division, Artesia Bldg., Metal Box Company, Hind Cycle Road	G/S	0	794	9	0	0	803
9	CTS No. 841 of Lower Parel Division on plot known as Jupiter Mill situated at Senapati Bapat Marg, Lower Parel, Mumbai (India Bull Centre)	G/S	0	2370	0	0	0	2370
10	C. S. No. 63 (pt), & 64 of Lower Parel Division, Apollo Mill Compound, N. M. Joshi Marg, Lower Parel, Mumbai 400 011. (Lodha Execlus)	G/S	0	817	0	30	0	847
11	Public parking lot (PPL) situated at plot bearing F.P. No. 612 & 613 of TPS IV Mahim, on property known as Elphinstone Mill, situated at Senapati Bapat Marg, Dadar (W)	G/S	0	890	388	12	27	1290
12	C.S.No.443,444,2/445,446 of Lower Parel Division,Shankararao Naram path and senapati Bapat Marg at Shreeniwas Cotton Mills in G/s Ward	G/S	0	3856	0	0	0	3856
13	C.S.No 464 of Lower Parel Division,Senapati Bapat Marg at Mumbai Textile Mills in G/s ward	G/S	0	4328	0	237	0	4565
14	PPL on plot bearing Plot no 5B+6 on property bearing CS no.288,289(pt), 1/1540(pt), 2/1540(pt),3/1540(pt)1of Lower Parel division S.S.Amrutwar marg in G/South ward	G/S	0	900	0	0	0	900
15	PPL on plot bearing F.P. no 1043 of TPS-IV Mahim division,Gokhale Road in G/South ward	G/S	0	1058	0	0	0	1058
16	Multi Storyed Public Parking Lot on plot bearing F.P. No. 46 of TPS III, Mahim Division at N.C. Kelkar Road, Shivaji Park, Dadar (W), Kohinoor Mill	G/N	25	979	15 (Taxi)	17	12 (Buses)	1021
17	CTS No. 5442/B, Village Kole Kalyan, Kalina, C.S.T. Road, Santacruz(E) Cyrus Tower	H/E	0	80	0	0	0	80

List of Public Parking Lot								
Sr. No.	Description	Ward	Vehicle capacity					Total
			TW	LMV	LCV	HMV	MMV	
18	Public parking lot on plot(PPL) bearing CTS No. 5530-A, village kolekalyan, Kalina CST Road, Santacruz (E), Mumbai	H/E	0	409	0	0	0	409
19	CTS No. A/754,a/755, B/755 & A/757 of village Bandra At Jn. Of Hill Road, & Ice Factory Lane, Bandra (W) Beauru Pride Bldg. Near Elco Market	H/W	0	92	0	0	0	92
20	CTS No. 345A/1 to 345 A/3, 345 A/5 to 6 of village Marol at Andheri (E), Mumbai 400 053	K/E	0	1282	210	25	0	1517
21	Public parking lot (PPL) situated at plot bearing C.T.S. No. 833/15 of village Ambivali known as pratap C.H.S. ltd. J. P. Road, Near Varosa Metro Station at Andheri (W),	K/W	0	144	0	0	0	144
22	Public parking lot (PPL) situated at plot bearing CTS No. 620(pt) of village Oshiwara, Oshiwara Link Road, Andheri (W)	K/W	0	450	0	0	0	450
23	CTS No. 4A/4B of village saki at Chandivali farm road, (Near Bumrang Bldg.)	L	0	161	0	13	0	174
24	CTS No. 182/A/1 of village Tunga of Saki Vihar Road	L	0	185	0	0	0	185
25	Public parking lot (PPL) situated at plot bearing C.T.S. No. 50, 50/1 to 7, & 50/35 to 44 of village Vikhroli, L. B.S. Marg (opp. R.C.T. Mall) Wadhva (The address)	N	0	0	860	13	0	873
26	C.S. No. 746/7 & 746/1 (pt) of village pahadi,Goregaon, Opp. S. V. Road, Goregaon (W)	P/S	0	116	0	0	0	116
27	Public parking lot (PPL) situated at plot 'A' bearing CTS No. 175/5 of village Pahadi Goregaon, near Vishweshar Road, Goregaon (E)	P/S	0	298	0	8	0	306
28	Public parking lot (PPL) situated at plot bearing C.T.S. No. 586/1, 586/5 to 586/8, of village Pahadi, and 257/G, 257/H, 257/B at Goregaon (E),	P/S	0	982	20	21	0	1023
29	PPL on plot bearing CTS No. 902 of Village Pahadi Goregaon, S.V. Road at Goregaon West in P/South ward	P South	0	230	0	3	0	233
30	Public parking lot (PPL) situated at plot bearing CTS No. 1448/8A, & 1448/8D of village Eksar at Devidas Lane, Boriavali (W), Mumbai	R/N	0	168	26	0	0	194
31	CTS No. 681/A-7, 681/A-8, 681/A-9, of village Nahur, Bhandup (W)	S	0	1152	0	117	0	1269
32	Public parking lot (PPL) situated at plot bearing CTS No. 657-A, (pt) 1293, 1293/1 to 5, 1294/3 to 7 of village Kanjur, Kanjurmarg (E), in 'S' ward. (Lodha Supreme Category)	S	0	402	0	0	0	402
33	C.T.S. NO 338(PT) (New CTS No 338 A/1 to A/3)of village Bhandup S.Samuel Road,Bhandup (W) Mumbai-400 078	S	0	255	0	35	0	290
34	Public parking lot (PPL) situated at plot bearing CTS No. 884/1 to 10 , 885 of village Mulund at L.B.S. Marg, Mulund (W) in 'T' ward (Runwal Aunthrium)	T	0	480	30	0	0	510
35	Public parking lot (PPL) situated at plot bearing C.T.S. No.1348A, 1348B of village Mulund, Junction of Jawaharlal Nehru Road, Walji Laddha Road and Kasturba Road, Mulund (W)	T	0	125	0	0	0	125

List of Public Parking Lot								
Sr. No.	Description	Ward	Vehicle capacity					Total
			TW	LMV	LCV	HMV	MMV	
36	CTS No 551/13 of village Nahur at Madan Mohan Malviya Road, Mulund (W) in 'T' ward	T	0	338	0	0	0	338
37	Public parking lot (PPL) situated at plot bearing C.S. No. 241, 242, & 243 Tardeo Div. at Belasis Road.	D	0	124	0	0		124

**Appendix – 6**

**Format of Report to be submitted daily by the contractor**

		MIS Report 1				
Ward -			Date -			
A) Traction Report						
Sr. No	Type of Vehicle	Nos. of vehicles supplied/ Shift				Total
		I	G	II	III	
1	Rear Loading Large Compactor (Diesel)					
2	Rear Loading Diesel Mini Compactor					
3	Kitchen Waste Leak Proof Mini Compactor (Diesel)					
4	Kitchen Waste Leak Proof Mini Compactor (Electric)					
5	1 Ton Capacity Diesel Small Closed Vehicle with Bin Lifter					
6	1 Ton Capacity Electric Small Closed Vehicle with Bin Lifter					
7	600 Kg Capacity Electric Small Closed Vehicle					
8	Dry Waste Tempo					
9	Any other type of machinery					

MIS Report 2				
Ward -			Date -	
B) Complaint attendance Report				
Sr. No	Shift	Nos. of complaints recd.	Nos. of complaints attended	Balance Complaints
1	First Shift			
2	Second Shift			
3	Third Shift			

MIS Report 3				
Ward -			Date -	
C) Weight Transported				
Sr. No.	Shift	To Transfer Station (MT)	To Dumping Ground (MT)	Total (MT)
1	First Shift			
2	Second Shift			
3	Third Shift			
Total				

**Appendix – 7**

**List of Stationary Compactor Sites & Their details**

<b>Sr. No.</b>	<b>Name of Site</b>	<b>Ward</b>
1	Nargis Dutt Nagar	H West
2	Subhash Nagar, ICICI Bank	K East
3	Anand Nagar	K West
4	Juhu Police Station, V.M. Road	K West
5	Kapaswadi , Juhu Versova Road	K West
6	Costa Coffee, 7 <sup>th</sup> Juhu Road	K West
7	Kajupada, Behrambaug	K West
8	Parivar Society, Relief Road	K West
9	God Gift, Versova	K West
10	Prem Nagar	P South
11	Wagheshwari Mandir, Dindoshi	P South
12	Link Road	P South
13	IB Patel	P South
14	Topiwala Market	P South
15	Laxmi Nagar	P South
16	Ram Mandir	P South
17	Squatters' Colony	P South
18	Abdul Hamid MHADA Ground, Malvani	P North
19	Plot No. 44, Lagoon Road	P North
20	Khadakpada	P North
21	Lagoon Road (J Kumar)	P North
22	Orlem Market	P North
23	Shivshahi Nagar	P North
24	Garuda Petrol Pump	R South
25	Sanskriti Bhavan	R South
26	Damu Nagar	R South
27	Rajendra Nagar (Fruit Market)	R Central
28	Tata Power	R Central
29	Borivali Market	R Central
30	Tawade Market	R North
31	Horniman Circle	A
32	Marzban Street	A
33	Colaba Market	A
34	Ballard Pier	A
35	Cuff Parade (Colaba)	A
36	Dongri market	B
37	Dana Bunder	B
38	Surat Street	B
39	Babu Genu	C

<b>Sr. No.</b>	<b>Name of Site</b>	<b>Ward</b>
40	Bhoiwada (Bhuleshwar)	C
41	Don Taki	C
42	Tamba Kata	C
43	Null Bazaar	C
44	Nani Bhai Desai Road	C
45	Nathew Road (Charni Road)	D
46	Paw Wala Lane	D
47	Grant Road	D
48	Navjeevan Society	D
49	2nd Khetwadi Lane	D
50	Wilson Street	D
51	Bapti Road	E
52	Dockyard Road	E
53	Love Lane	E
54	Shuklaji Street	E
55	Sangam nagar	F North
56	Partiksha Nagar	F North
57	Din Bandu Nagar	F North
58	Vidyalankar	F North
59	Manjarekar market	F North
60	Dadar Phool Market	G North
61	Mahim Dharavi Flyover bridge	G North
62	Worli BDD	G South
63	Samna Press	G South
64	Shivaji nagar 90ft road, Govandi	M East
65	Old Shivaji Nagar Bus Stand (Near Zunka Bhakar Kendra)	M East
66	Maharashtra Nagar, Mankhurd	M East
67	Essel Studio Trombay/ Chita Camp	M East
68	Kamaraj Nagar/ Ramabai Ghatkopar	N
69	Tagore Nagar, Vikhroli	S
70	Vaidya Garden, Ghatkopar	N
71	Lalubhai Compound, Govandi	M East
72	PSC, Thakkar Bappa Colony	M West
73	PMPG Colony, Mankhurd	M East
74	Altaf Nagar, Ghatkopar	N
75	MHADA Colony Kanjur Station (West)	S
76	Karve Nagar	S

**Appendix 8 - (1)**

**Collection and Transportation of Solid Waste in wards of Brihanmumbai Municipal Corporation to Processing and Final disposal sites**

Group 1 (A, B, C, D)	Large Rear Loading Compactors				Rear Loading Mini Compactors				1 Ton Cap. Diesel Small Closed Vehicle				Watch & Ward Vehicle			Kitchen Waste Leak Proof Diesel Mini Compactor			Kitchen Waste Leak Proof Electric Mini Compactor			1 Ton Cap. Electric Small Closed Vehicle			600 Kg. Cap. Electric Small Closed Vehicle			Dry Waste tempo		
	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift					
	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
<b>Ward A</b>	7	0	5	3	6	0	4	1	7	0	3	2	1	1	0	1	0	1	1	1	0	2	2	0	2	2	0	2	2	0
<b>Total</b>	15				11				12				2			2			2			4			4			4		
<b>Ward B</b>	7	0	1	1	3	0	2	2	7	0	2	2	1	1	0	1	0	1	1	1	0	2	1	0	2	2	0	2	2	0
<b>Total</b>	9				7				11				2			2			2			3			4			4		
<b>Ward C</b>	7	1	2	2	2	0	1	1	1	0	3	2	1	1	0	1	0	1	1	1	0	3	2	0	2	2	0	2	2	0
<b>Total</b>	12				4				15				2			2			2			5			4			4		
<b>Ward D</b>	8	0	2	1	1	1	4	1	6	0	3	3	1	1	0	1	0	1	1	1	0	3	1	0	2	2	0	2	2	0
<b>Total</b>	11				18				12				2			2			2			4			4			4		
<b>Grand Total</b>	47				40				50				8			8			8			16			16			16		
<b>Indicative no. of services per day</b>	47				40				50				8			8			8			16			16			16		
<b>No. of trips per service</b>	1				2				5				As per requirement			1			1			5			5			As per requirement		
<b>No. of vehicles including stand by vehicles</b>	32				27				33				4			5			4			11			9			8		

**Appendix 8 - (2)**

Collection and Transportation of Solid Waste in wards of Brihanmumbai Municipal Corporation to Processing and Final disposal sites																														
Group 2 (E, FS, FN)	Large Rear Loading Compactors				Rear Loading Mini Compactors				1 Ton Cap. Diesel Small Closed Vehicle				Watch & Ward Vehicle			Kitchen Waste Leak Proof Diesel Mini Compactor			Kitchen Waste Leak Proof Electric Mini Compactor			1 Ton Cap. Electric Small Closed Vehicle			600 Kg. Cap. Electric Small Closed Vehicle			Dry Waste tempo		
	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift			Shift		
Ward	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
E	9	2	6	2	14	2	9	2	6	3	2	2	1	1	0	1	0	1	1	1	0	2	2	0	2	2	0	2	2	0
<b>Total</b>	19				27				13				2			2			2			4			4			4		
FS	9	1	4	2	4	0	4	1	9	0	4	3	1	1	0	1	0	1	1	1	0	3	2	0	2	2	0	2	2	0
<b>Total</b>	16				9				16				2			2			2			5			4			4		
FN	13	0	5	1	7	0	5	1	10	0	1	0	1	1	0	1	0	1	1	1	0	3	1	0	2	2	0	2	2	0
<b>Total</b>	19				13				11				2			2			2			4			4			4		
<b>Grand Total</b>	54				49				40				6			6			6			13			12			12		
Indicative no. of services per day	54				49				40				6			6			6			13			12			12		
No. of trips per service	1				2				5				As per requirement			1			1			5			5			As per requirement		
No. of vehicles including stand by vehicles	39				30				31				3			4			3			9			7			6		

**Appendix 8 - (3)**

Group 3 (GS, GN)	Large Rear Loading Compactors				Rear Loading Mini Compactors				1 Ton Cap. Diesel Small Closed Vehicle				Watch & Ward Vehicle			Kitchen Waste Leak Proof Diesel Mini Compactor			Kitchen Waste Leak Proof Electric Mini Compactor			1 Ton Cap. Electric Small Closed Vehicle			600 Kg. Cap. Electric Small Closed Vehicle			Dry Waste tempo					
	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift			Shift					
	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
<b>GS</b>	9	0	4	1	8	0	6	2	8	0	7	5	1	1	0	1	0	1	1	1	0	3	3	1	2	2	0	2	2	0	2	2	0
<b>Total</b>	14				16				20				2			2			2			7			4			4					
<b>GN</b>	21	2	9	9	14	1	13	9	15	0	9	8	1	1	0	1	0	1	1	1	0	4	3	3	2	2	0	2	2	0	2	2	0
<b>Total</b>	41				37				32				2			2			2			10			4			4					
<b>Grand Total</b>	55				53				52				4			4			4			17			8			8					
<b>Indicative no. of services per day</b>	55				53				52				4			4			4			17			8			8					
<b>No. of trips per service</b>	1				2				5				As per requirement			1			1			5			5			As per requirement					
<b>No. of vehicles including stand by vehicles</b>	36				26				25				2			3			2			8			5			4					

**Appendix 8 – (4)**

Group 4 (HE, HW)	Large Rear Loading Compactors				Rear Loading Mini Compactors				1 Ton Cap. Diesel Small Closed Vehicle				Watch & Ward Vehicle			Kitchen Waste Leak Proof Diesel Mini Compactor			Kitchen Waste Leak Proof Electric Mini Compactor			1 Ton Cap. Electric Small Closed Vehicle			600 Kg. Cap. Electric Small Closed Vehicle			Dry Waste tempo		
	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift					
	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
HE	12	1	9	4	8	0	6	3	11	0	5	4	1	1	0	1	0	1	1	1	0	3	3	0	2	2	0	2	2	0
<b>Total</b>	26				17				20				2			2			2			6			4			4		
Ward	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift					
	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
	HW	20	1	3	5	7	0	4	1	10	0	2	4	1	1	0	1	0	1	1	1	0	3	2	0	2	2	0	2	2
<b>Total</b>	29				12				16				2			2			2			5			4			4		
<b>Grand Total</b>	55				29				36				4			4			4			11			8			8		
<b>Indicative no. of services per day</b>	55				29				36				4			4			4			11			8			8		
<b>No. of trips per service</b>	1				2				5				As per requirement			1			1			5			5			As per requirement		
<b>No. of vehicles including stand by vehicles</b>	41				16				23				2			3			2			7			5			4		

**Appendix 8 - (5)**

Group 5 (KE, KW)	Large Rear Loading Compactors				Rear Loading Mini Compactors				1 Ton Cap. Diesel Small Closed Vehicle				Watch & Ward Vehicle			Kitchen Waste Leak Proof Diesel Mini Compactor			Kitchen Waste Leak Proof Electric Mini Compactor			1 Ton Cap. Electric Small Closed Vehicle			600 Kg. Cap. Electric Small Closed Vehicle			Dry Waste tempo					
	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift			Shift					
Ward	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
<b>KE</b>	26	2	12	2	10	1	6	3	9	5	4	2	1	1	0	1	0	1	1	1	0	5	2	0	2	2	0	2	2	0	2	2	0
<b>Total</b>	42				20				20				2			2			2			7			4			4					
Ward	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift								
KW	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
<b>KW</b>	21	1	12	9	7	0	7	3	14	0	6	5	1	1	0	1	0	1	1	1	0	5	3	0	2	2	0	2	2	0	2	2	0
<b>Total</b>	43				17				25				2			2			2			8			4			4					
<b>Grand Total</b>	85				37				45				4			4			4			15			8			8					
<b>Indicative no. of services per day</b>	85				37				45				4			4			4			15			8			8					
<b>No. of trips per service</b>	1				2				5				As per requirement			1			1			5			5			As per requirement					
<b>No. of vehicles including stand by vehicles</b>	59				20				31				2			3			2			11			5			4					

**Appendix 8 – (6)**

Group 6 (PS, PE, PN)	Large Rear Loading Compactors				Rear Loading Mini Compactors				1 Ton Cap. Diesel Small Closed Vehicle				Watch & Ward Vehicle			Kitchen Waste Leak Proof Diesel Mini Compactor			Kitchen Waste Leak Proof Electric Mini Compactor			1 Ton Cap. Electric Small Closed Vehicle			600 Kg. Cap. Electric Small Closed Vehicle			Dry Waste tempo					
	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift			Shift					
	I	G	II	II I	I	G	II	II I	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
<b>PS</b>	16	1	5	2	7	1	3	1	9	0	5	2	1	1	0	1	0	1	1	1	0	3	2	0	2	2	0	2	2	0	2	2	0
<b>Total</b>	24				12				16				2			2			2			5			4			4					
Ward	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift			Shift					
	I	G	II	II I	I	G	II	II I	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
	<b>PN</b>	18	2	6	4	3	1	4	1	11	0	4	2	1	1	0	1	0	1	1	1	0	3	3	0	2	2	0	2	2	0	2	2
<b>Total</b>	30				9				17				2			2			2			6			4			4					
Ward	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift			Shift					
	I	G	II	II I	I	G	II	II I	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
	<b>PE</b>	12	2	4	3	2	0	2	0	7	0	3	2	1	1	0	1	0	1	1	1	0	2	1	0	2	2	0	2	2	0	2	2
<b>Total</b>	21				4				12				2			2			2			3			4			4					
<b>Grand Total</b>	75				25				45				6			6			6			14			12			12					
<b>Indicative no. of services per day</b>	75				25				45				6			6			6			14			12			12					
<b>No. of trips per service</b>	1				2				5				As per requirement			1			1			5			5			As per requirement					
<b>No. of vehicles including stand by vehicles</b>	58				15				30				3			4			3			9			7			6					

**Appendix 8 - (7)**

Group 7 (RS, RC, RN)	Large Rear Loading Compactors				Rear Loading Mini Compactors				1 Ton Cap. Diesel Small Closed Vehicle				Watch & Ward Vehicle			Kitchen Waste Leak Proof Diesel Mini Compactor			Kitchen Waste Leak Proof Electric Mini Compactor			1 Ton Cap. Electric Small Closed Vehicle			600 Kg. Cap. Electric Small Closed Vehicle			Dry Waste tempo					
	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift			Shift					
Ward	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
<b>RS</b>	13	0	4	2	9	1	6	5	8	0	2	2	1	1	0	1	0	1	1	1	0	2	1	0	2	2	0	2	2	0	2	2	0
<b>Total</b>	19				21				12				2			2			2			3			4			4					
Ward	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift								
RC	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
<b>RC</b>	11	3	3	4	8	3	4	2	5	1	1	1	1	1	0	1	0	1	1	1	0	2	1	0	2	2	0	2	2	0	2	2	0
<b>Total</b>	21				17				8				2			2			2			3			4			4					
Ward	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift								
RN	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
<b>RN</b>	10	2	4	1	4	2	2	1	4	1	1	1	1	1	0	1	0	1	1	1	0	1	1	0	2	2	0	2	2	0	2	2	0
<b>Total</b>	17				9				7				2			2			2			2			4			4					
<b>Grand Total</b>	57				47				27				6			6			6			8			12			12					
<b>Indicative no. of services per day</b>	57				47				27				6			6			6			8			12			12					
<b>No. of trips per service</b>	1				2				5				As per requirement			1			1			5			5			As per requirement					
<b>No. of vehicles including stand by vehicles</b>	43				30				21				3			4			3			6			7			6					

**Appendix 8 – (8)**

Group 8 (N, S, T)	Large Rear Loading Compactors				Rear Loading Mini Compactors				1 Ton Cap. Diesel Small Closed Vehicle				Watch & Ward Vehicle			Kitchen Waste Leak Proof Diesel Mini Compactor			Kitchen Waste Leak Proof Electric Mini Compactor			1 Ton Cap. Electric Small Closed Vehicle			600 Kg. Cap. Electric Small Closed Vehicle			Dry Waste tempo					
	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift			Shift					
	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
N	11	0	4	1	5	0	3	1	8	2	4	2	1	1	0	1	0	1	1	1	0	3	2	0	2	2	0	2	2	0	2	2	0
<b>Total</b>	16				9				16				2			2			2			5			4			4					
Ward	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift			Shift					
	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
	S	15	0	9	3	8	0	4	1	10	2	6	3	1	1	0	1	0	1	1	1	0	4	3	0	2	2	0	2	2	0	2	2
<b>Total</b>	27				13				21				2			2			2			7			4			4					
Ward	Shift				Shift				Shift				Shift			Shift			Shift			Shift			Shift			Shift					
	I	G	II	III	I	G	II	III	I	G	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III	I	II	III
	T	7	0	6	2	3	1	3	0	2	0	2	1	1	1	0	1	0	1	1	1	0	1	0	0	2	2	0	2	2	0	2	2
<b>Total</b>	15				7				5				2			2			2			1			4			4					
<b>Grand Total</b>	58				29				42				6			6			6			13			12			12					
Indicative no. of services per day	58				29				42				6			6			6			13			12			12					
No. of trips per service	1				2				5				As per requirement			1			1			5			5			As per requirement					
No. of vehicles including stand by vehicles	36				19				27				3			4			3			9			7			6					

## Appendix 9

### Approximate distance from ward to dumping ground and transfer stations

Group	Ward	Disposal Site	Distance in Km
1	A	Deonar	24
		Kanjur	32
	B	Deonar	19.75
		Kanjur	27.25
	C	Deonar	23
		Kanjur	31
2	D	Deonar	21.5
		Kanjur	31.5
	E	Deonar	19
		Kanjur	27
3	FS	Deonar	14.5
		Kanjur	22.5
	FN	Deonar	11.5
		Kanjur	19.5
	GS	Deonar	14.5
		Kanjur	22.5
4	GN	Deonar	14.25
		Kanjur	22.25
5	HE	Deonar	16
		Kanjur	25
	HW	Deonar	15
		Kanjur	24.5
6	KE	Deonar	19
		Kanjur	20
7	KW	Deonar	20
		Kanjur	22

<b>Group</b>	<b>Ward</b>	<b>Disposal Site</b>	<b>Distance in Km</b>
		<b>Mulund</b>	<b>22</b>
<b>8</b>	<b>PS</b>	<b>Deonar</b>	<b>32</b>
		<b>Kanjur</b>	<b>27</b>
	<b>PN</b>	<b>Deonar</b>	<b>34</b>
		<b>Kanjur</b>	<b>29</b>
<b>9</b>	<b>RS</b>	<b>Deonar</b>	<b>32</b>
		<b>Kanjur</b>	<b>27</b>
<b>10</b>	<b>RC</b>	<b>Deonar</b>	<b>35</b>
		<b>Kanjur</b>	<b>30</b>
	<b>RN</b>	<b>Deonar</b>	<b>40</b>
		<b>Kanjur</b>	<b>35</b>
		<b>Mulund</b>	<b>35</b>
<b>11</b>	<b>N</b>	<b>Deonar</b>	<b>7.75</b>
		<b>Kanjur</b>	<b>13</b>
	<b>S</b>	<b>Deonar</b>	<b>13</b>
		<b>Kanjur</b>	<b>8.75</b>
	<b>T</b>	<b>Deonar</b>	<b>18</b>
		<b>Kanjur</b>	<b>4.5</b>

**Note :-** The distances mentioned in the above table are approximate & exact distances may be confirmed by the bidder at his own before submitting the bid

**Special Annexure – II**

**Irrevocable Undertaking**

(On Rs.500/- Stamp Paper)

I Shri/Smt.....aged..... Years, Indian Inhabitant. Proprietor/Partner/Directors of M/s.....

resident at ..... do hereby give Irrevocable Undertaking as under :

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

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

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

**Proformas:-**

**PROFORMA - I**

<b>Sr. No.</b>	<b>Name of the Project</b>	<b>Name of the Employer</b>	<b>Stipulated Date of Completion</b>	<b>Actual date of Completion</b>	<b>Actual Cost of Work Done</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

**Note:-**

1. 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.
2. Works shall be grouped financial year-wise.

**PROFORMA – II**

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Actual Turnover of the Works</b>	<b>Updated value to current year</b>	<b>Average of last three years</b>	<b>Page No.</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

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

### PROFORMA III

#### At least similar works as stated in Para "A" of Post Qualification

Sr. No.	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	Remarks explaining reasons for the 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.

**PROFORMA – IV**

**Personnel**

<b>Sr. No.</b>	<b>Post</b>	<b>Name</b>	<b>Qualification</b>	<b>Work Experience</b>	
		<b>(Prime Candidate/ Alternative)</b>		<b>No. of Years</b>	<b>Name of projects</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					
<b>5</b>					
<b>6</b>					

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

**~~PROFORMA – V (Not applicable)~~**  
**~~Machinery (For special works only)~~**

<b><del>Proforma –V/A</del></b>			
<b><del>Sr. No.</del></b>	<b><del>Equipment</del></b>	<b><del>Number</del></b>	<b><del>Owned/Leased/ Assured access</del></b>

<b><del>Proforma –V/B</del></b>			
<b><del>Sr. No.</del></b>	<b><del>Equipment</del></b>	<b><del>Number</del></b>	<b><del>Owned</del></b>

**~~Note: The tenderer shall furnish/upload the requisite scanned Attested documents of ownership/leased of machineries. The undertaking from the supplier will not be accepted.~~**

**PROFORMA – VI**

**PROFORMA – VI A**

**Details of existing commitments & Ongoing Works**

<b>Place</b>	<b>Contract no. &amp; date</b>	<b>Name &amp; Address of the employer</b>	<b>Value of the contract in Rs.</b>	<b>Scheduled date of completion</b>	<b>Value of remaining work to be completed</b>	<b>Anticipated date of completion</b>

**PROFORMA – VI B**

**Details of work for which bids are already uploaded**

<b>Description of work</b>	<b>Place</b>	<b>Name &amp; Address of the employer</b>	<b>Value of the contract in Rs.</b>	<b>Time Period</b>	<b>Date on which decision is expected</b>	<b>Remarks</b>

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