



BRIHANMUMBAI MUNICIPAL CORPORATION

BID DOCUMENT

Bid No :2026_MCGM_1338800



This image is for reference only

Name of Work: Programme, Publicity and Construction of RCC Ground / Ground +1/ Ground+2 Storied Community Toilet Blocks in slums of BMC under Lot 12 in " E ,F/S ,G/S, G/N " Wards in City Division in Mumbai.

Website: www.portal.mcgm.gov.in/tenders

Office of: Dy. Chief Engr. (SSP) SWM,
BMC Municipal Bldg, Ground Floor, Nehru Road, Vile Parle
(East), Mumbai- 400057.

P.M.C.

S.E (SSP)

A.E (SSP)

E.E (SSP)

Dy.Ch.Eng.(SSP)

Ch.Eng. (SWM)

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SECTION 1
E-TENDER NOTICE

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BRIHANMUMBAI MUNICIPAL CORPORATION

Deptt :-Chief Engineer (SWM)

TENDER NOTICE

**Sub: Programme, Publicity & Construction of RCC Ground / Ground +1/
Ground +2 Storied Community Toilet Blocks in slums of BMC under Lot 12 in
'E,F/S,G/S, G/N' Wards in City Division in Mumbai.**

The Brihanmumbai Municipal Corporation (BMC) invites tender to appoint contractors for the aforementioned work from contractors of repute, multidisciplinary Engineering Organizations i.e. eminent firm, Proprietary / Partnership firms /Private Ltd. Companies / Public Ltd. Companies / Companies registered under the Indian Companies act- 2013. The contractors registered with Brihanmumbai Municipal Corporation (BMC), in Class I (C) and above as per registration rules of 2016 as stated in table and from the contractors/firms, the equivalent and superior classes registered in Central or state Government/Semi Government organization / Central or State Public Sector Undertaking. Alongwith the registered NGO having minimum 2 years of valid registration on the date of publication of tender notice shall be co applicant for this tender. It will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within 3 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 penalty of 0.1% of contract cost or Rs.10000/- whichever is more will be recovered/deducted from the contractors payment bill by the Executing Department.

Bidding Process will comprise of THREE stages.

The tender is available on eProcurement System Government of Maharashtra <https://mahatenders.gov.in>. As per Circular No. CA/FRG/15 dt. 20.03.2026 scrutiny fees Rs. 19,965/- & 18% GST shall be paid after opening Packet A & B and before opening Packet C only in any CFC of BMC by challan or it will be deducted from EMD by taking consent of bidders.

Also, the tender document can be viewed from BMC's portal (<http://portal.mcgm.gov.in>). The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process also with Mahatenders & obtain login credentials to participate in the online bidding process. To download the Tender document, 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. Followed by Mahatenders login ID and password to be obtained from Mahatenderportal <http://mahatenders.gov.in>

For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in Mahatenders. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA. The aspiring Applicants will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender Online. Also, he has to download the Tender application form from the website, fill it and upload the scanned copy of duly filled form, along with required documents.

S r . N o	Bi d N o	Name of Work	Estimated Cost of project.	EMD in Rs.	Cost of Tender	Class & catego ry of bidde	Bid Starting date & Time	Bid end date& time	Co ntr act peri od
1	2	3	4	5	6	7	8	9	10
1	2026-10-08	Programme, Publicity & Construction of RCC Ground / Ground +1 / Ground+2 Storied Community Toilet Blocks in slums of BMC under Lot 12 in 'E, F/S, G/S, G/N' ward in City Division in Mumbai.	Rs.9,85,11,348 /-	Rs.9,85,200/-	Rs.19,965/- + 18% GST	IC & above	21.09.2026 @11.00 Hrs	12.10.2026@16.00Hrs	24 months including monsoon

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit as stated in the above column no 5 for the respective work. The "EMD" refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. A tenderer shall pay entire amount of EMD through payment gateways of GoM on URL <https://mahatenders.gov.in> at the

time of submission of bid. The bidder shall upload scan copy of online paid EMD along with the bid submission in packet 'A'. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive. The e-tender is available on BMC portal (<https://portal.mcgm.gov.in>) and on e-Procurement System Government of Maharashtra <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. Chief Engg. (SSP). 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 applicant/Bidder can quote per his bid capacity

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

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

Name of Contact person: EE/AE SSP (City)

Email id of EE (SSP) : ee01.ssp@mcgm.gov.in

Office of: Dy. Chief Eng. (SSP), BMC Municipal Bldg, Gr. Floor, Nehru Road Vile Parle (East), Mumbai- 400057

The applicants may visit the various slums in the jurisdiction of respective wards which they wish to bid and also can collect the information of the present status of community toilet from the department. The 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 BMC. (<http://portal.mcgm.gov.in/tenders>) or (<https://mahatenders.gov.in>).

Sd/-

Dy. Ch. Eng (SSP)SWM

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HEADER DATA

Tender Document No.	2026_MCGM_1338800
Name of Organization	BrihanMumbai Municipal Corporation
Subject	Programme, Publicity & Construction of RCC Ground / Ground +1 /Ground +2 Storied Community Toilet Blocks in slums of BMC under Lot 12 in E ,F/S ,G/S, G/N Wards in City Division in Mumbai.
Cost of Tender	Rs.19,965 + 18 % GST
Cost of E-Tender (Estimated Cost)	Rs. 9,85,11,348/-
Bid Security Deposit/EMD	Rs. 9,85,200/-
Date of Issue and sale of Tender	21/09/2026 @ 11.00 Hrs
Last date & time for sale of tender	12/10/2026 @ 16.00 Hrs
Submission of Packet A, B & Packet C (Online)	12 /10/2026 @ 16.00 Hrs
Opening of Packet A	14/10/2026 @ 16.00 Hrs
Opening of Packet B	14/10/2026 @ 16.10 Hrs
Opening of Packet C (Tentative)	27/10/2026 @15.00 Hrs
Address for Communication	Office of Dy. Chief Engr. (SSP) SWM, Municipal Bldg, Ground Floor, Nehru Road, Vile Parle (East), Mumbai- 400 057.
Venue for opening of Bid	Office of the: Dy. Chief Engr.(SSP)SWM BMC Municipal Bldg, Ground Floor, Nehru Road, Vile Parle (East), Mumbai- 400 057

This tender document is not transferable. The BMC reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof.

Sd/
P.M.C.
(Zone I&II)

Sd/-
S.E. (SSP)

Sd/-
A.E. (SSP)

Sd/-
E.E (SSP)

Sd/-
Dy. Ch. Eng. (SSP)

Sd/-
Ch. Eng. (SWM)

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SECTION 2

ELIGIBILITY CRITERIA

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Technical Capacity

2.1.1 Relevant Experience

***For Regular & Routine works:**

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature 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.

a) Three similar completed works* each of value not less than 20% of estimated cost put to tender.

OR

b) Two similar completed works* each of value not less than 25% of estimated cost put to tender.

OR

c) One similar completed work* of value not less than 40% estimated cost put to tender.

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.

As regards to the co-applicant NGO, it should have minimum (2) two years of experience of implementing programs related with creating awareness, mobilizing communities in the areas of health, education and sanitation worth of at least Rs. 5 lakhs in last two years. These needs to be supported with audit reports of the respective years or work orders should be submitted stating the cost of the activities mentioned above. Work orders should be of the works of the authorities of Govt. / Semi Govt. / ULBs along with work completion certificate.

Financial Capacity

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

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.

- To ascertain this, tenderer(s) shall furnish/ upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.

Similar Experience:-

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

*** Please note desilting of nallahs, drains, sewers, etc. shall not be considered as similar work.**

Criteria for Electrical and Mechanical Works

In the said work there is a mechanical & Electrical works which shall be carried out by civil contractor through electrical contractors registered with the Brihanmumbai Municipal Corporation, (BMC) in class A as per new registrations rules 2016 (as applicable) and from the contractors/Firms equivalent and superior classes registered in central or state government/firms equivalent and superior classes registered in state government/ semi Government/ Organizations/ Central or State Public Sector Undertakings, will be allowed subject to condition that ,the contractors who are not registered with BMC will have to apply for registering their firms 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.

Bid Capacity:

The bid capacity of the prospective bidders will be calculated as under: Assessed Available Bid Capacity = $(A * N * 2 - B)$

Where,

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

N = Number of years prescribed for completion of the Project/ Works, including monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year) for every intervening monsoon 0.33 shall be added to N.

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

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

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

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

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SECTION 3

DISCLAIMER

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

The 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. The 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.

The 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 the 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 the 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 The 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 the 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

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INTRODUCTION

4.1 Background

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

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

BMC is primarily an organization, which in the interest of citizens and with the speed of urbanization deals with the variety of infrastructure services delivered to the public by different departments like water supply projects, sewerage projects, hydraulics, storm water drain / roads and bridges and building construction, solid waste management etc.

In this case it is proposed to provide toilet facilities in the designated areas under Slum Sanitation Programme so as to have sustainable sanitation facilities for the public health, eliminate open defecation etc. in the Greater Mumbai Municipal Limit.

Municipal Corporation has undertaken initiatives to provide & implement sustainable sanitation facilities for the public health.

20 wards of BMC have provided their requirements for this purpose. These toilets are proposed to be constructed either by demolishing the existing ground floor / Ground +1 dilapidated toilets and providing more nos of toilet seats by constructing Ground / Gr+1/ Gr+2 toilet blocks or toilets at new locations. Sewer lines of these toilets are to be joined to the existing sewer lines or toilets are to be constructed by providing septic tank. Water shall be provided either through borewell or municipal water supply as per site conditions.

It is mandatory to form Community based organization (CBO) to educate the user slum population for use of toilet & to look after daily operation & maintenance, cleaning, hygiene etc. after the toilet construction is completed. After completion and handing & taking over formalities CBO will maintain the said toilet. Also appointed contractor for construction will desludge the septic tank for next three years. Desludging activity shall be carried out at every three months interval under the supervision of respective ward Executive Engineer and their staff and monitored by Assistant Commissioner of that ward.

4.2 Scope of Work

Municipal Corporation has undertaken initiatives to provide & implement smart sustainable sanitation facilities for public health.

The appointed contractor shall strictly adhere to the timelines and quality for the same.

The work will be carried out under supervision of concerned ward Executive Engineer.

Following is the detailed scope of work:-

The Tenderer / bidder shall note that this tender envisages following works in general -

- 1) Demolition of existing toilet blocks (wherever applicable)
- 2) Construction of temporary toilet blocks.
- 3) Formation of CBO's by making programme publicity in the respective slum area.
- 4) Construction of community based toilet blocks having ground + 1/ ground + 2 storied RCC Structure, consisting of RCC suction tank, septic tank or connecting to sewer line as per Architectural and RCC design provided by Project Management Consultants(PMC) appointed by BMC for respective Wards/Zones. (For Scope of work of appointed PMC for this work, refer Section 18).
- 5) Providing electric connection, water connection, borewell etc
- 6) Toilet block handing over to CBO by executing MOU with BMC

- 7) Desludging of septic tank in every 3 month interval for subsequent (3) three years after handing over of toilet block to CBO.
- 8) Daily Operation and Maintenance by local community based organization (CBO)
(Refer Annexure E1 and L1 and Clause no. 21 of section no.7 (B))

Notes:

1. All the works contained in the scope of work shall be carried out strictly as per relevant specifications applicable as attached or referred to, in this tender document.
2. The above is general description of the scope of work and actual work mentioned above shall be governed by BOQ and as directed by the Engineer-in-charge.
3. List of Work:- The list of identified sites / locations data available with Dy.Ch.Eng (SSP) office has been uploaded, however further details of identified sites and confirmation bidders may approach the concern Executive Engineer of ward office.

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

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E-TENDERING ONLINE SUBMISSION PROCESS

Bidders who wish to participate in this bidding process must register on <https://mahatenders.gov.in> Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>. For further details about the e tendering process for any technical queries please call at 24 x 7 help desk number 0120-4001 002 / 0120- 4001 005 / 0120-6277 787.

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SECTION 6
INSTRUCTIONS TO APPLICANTS

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INSTRUCTIONS TO APPLICANTS

6.1 Scope of Application

The Authority wishes to receive Applications to appoint experienced and capable bidders.

6.2 Eligibility of Applicants

The Brihanmumbai Municipal Corporation (BMC) invites e-tender to appoint contractors for the mentioned work from contractors of repute, multidisciplinary Engineering Organizations i.e. eminent firm, Proprietary / Partnership firms /Private Ltd. Companies / Public Ltd. Companies / Companies registered under the Indian Companies act- 2013. The contractors registered with Brihanmumbai Municipal Corporation (BMC), in Class I C from the contractors/firms, the equivalent and superior classes registered in Central or State Government organization / Central or State Public Sector Undertaking. will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within 3 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 penalty of 0.1% of contract cost or Rs.10000/- whichever is more will be recovered/deducted from the contractors payment bill by the Executing Department.

A registered NGO having minimum 2 years of valid registration on the date of publication of tender notice shall be co applicant for this tender. **More than one civil contractors applying as JV will not be permitted.**

6.3 Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature 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.

- a) Three similar completed works* each of value not less than 20% of estimated cost put to tender.

OR

- b) Two similar completed works* each of value not less than 25% of estimated cost put to tender.

OR

- c) One similar completed work* of value not less than 40% estimated cost put to tender.

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.

As regards the co-applicant NGO, it should have minimum (2) two years of experience of implementing programs related with creating awareness, mobilizing communities in the areas of health, education and sanitation worth of at least Rs. 5 lakhs in last two years. These needs to be supported with audit reports of the respective years or work orders should be submitted stating the cost of the activities mentioned above. Work orders should be of the works of the authorities of Govt. / Semi Govt. / ULBs along with work completion certificate.

6.4 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous and operate under commercial law.

6.5 To qualify for award of the contract, E-Bid submitted/uploaded by contractual firm with registered NGO as a co-applicant shall comply with the following condition,

1. The E-Bid shall be digitally signed so as to be legally binding on all partners.
2. All partners shall be jointly and severally liable for the execution of contract in accordance with the contract terms.
3. One of the partners will be nominated as in-charge, authorized to incur liability, and receive instructions for and on behalf of any and all partners for the joint venture.
4. The execution of entire contract, including payment shall be done exclusively with the partner in-charge.
5. The E-Bidder should be civil contractor (of suitable class) in association with registered N.G.O. having minimum two years of valid registration on the date of publication of tender notice N.G.O. having experience of programme & publicity of welfare schemes of Municipal corporations, Govt. of Maharashtra, Govt. of India as well as satisfying the minimum qualification criteria as specified as below.
6. The E-Bidder shall submit/upload digitally signed scanned copies of Notarized MOU with registered N.G.O. having experience in programme & publicity of welfare schemes of Municipal corporations, Govt. of Maharashtra, Govt. of India.

7. The main contractor of E bidder shall produce/Upload digitally signed scanned copies of the experience Certificate of registered N.G.O and the lead partner of E bidder shall have to produce/ upload digitally signed scanned copies of two years audited report of NGO and details of qualified staff in social science/Sanitation and civil engineering.
8. The civil contractor or his identified sub-contractor/agency should possess required valid license for executing the water supply / sanitary engineering works.

• Please note desilting of nallahs, drains, sewers, etc. shall not be considered as similar work.

6.6 Financial Capacity

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

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.

- To ascertain this, tenderer(s) shall furnish/ upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant.

6.7 Bid Capacity

The bid capacity of the prospective bidders will be calculated as under: Assessed Available Bid Capacity = $(A * N^2 - B)$

Where,

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

N = Number of years prescribed for completion of the Project/Works, including monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year) For every intervening monsoon 0.33 shall be added to N.

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

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

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

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

Equipment Capabilities as required for this work per contract Regular and Routine 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 conditions in Registration Rules of BMC.

MACHINERY:

PROFORMA-V/A			
Sr.	Equipment	Number	Owned/Leased/ Assured
1	2	3	4
1	Concrete Mixer	3 No. (0.2 to 0.3 CuM Capacity)	
2	Dumpy Level	2 No.	
3	Dewatering Pump	2 No. (10 HP) 3 no. (5 HP)	
4	Vibrators	3 No.	
5	Surface Vibrators	1 No.	

6	Cube Mould	24 No.	
7	Slump Cone	2 No.	

PROFORMA-V/B			
Sr	Equipment	Number	Owned
1	2	3	4

Note: The tenderers shall furnish/upload the requisite Scanned Attested documents of Ownership/leased of Machineries. The undertaking from the suppliers will not be accepted.

Note:

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

6.9 Technical / other Personnel requirement as per contract.

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

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

(A) General Guidelines for Fixing Requirement of Technical Staff for the cost of the work ₹ 20 Cr. to ₹ 50 Cr.

Requirement of Technical Staff (of Major +Minor Component)		Minimum Experience (years)	Designation
Qualification	Number		
i) Graduate Engineer	1	20	Project Manager
ii) Graduate Engineer or Diploma Engineer	1+1	5 Or 10	Project/Site Engineer
iii) Graduate Engineer	1	8	Quality Engineer

iv) Diploma Engineer	1	8	Surveyor
v) Graduate Engineer	1	6	Project Planning/ Billing Engineer
vi) Sociologist (Master in Social Work)	1	5	for formation of C.B.O. work
vii) Community Development Specialist (Bachelor in Social Work)	1	3	for formation of C.B.O. work

Note :

1. "Cost of work", in table above, shall mean the agreement amount of the work.
2. Rate of recovery in case of non-compliance of the clause 1.9 stipulated at following rates:-

Sr. No.	Qualification	Experience(years)	Rate of Recovery
1	Project Manager with degree	20	Rs.60000/- p.m.
2	Deputy Project Manager with degree	12	Rs.40000/- p.m.
3	Project/ Site Engineer (Degree/ Diploma)	5 or 10 respectively	Rs.25000/- p.m.
3	Quality Graduate Engineer	8	Rs.25000/- p.m.
4	Surveyor	8	Rs.15000/- p.m.
5	Project Planning/ Billing Engineer	6	Rs.20000/- p.m.
6	Sociologist	5	Rs.20000/- p.m.
7	Site Supervisor registered with MCGM	2	Rs. 10000/- p.m.

(B) General Guidelines for Fixing Requirement of Technical staff for cost of the work ₹ 10 Cr. to ₹ 20 Cr.

1 5

Requirement of Technical Staff (of major + minor Component)		Designation
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Qualification	No.	Minimum	
i) Project Manager with degree in corresponding discipline of engineering	1	10	Principal technical representative
ii) Graduate Engineer	1	5	Technical representative
iii) Graduate engineer or Diploma Engineer	2 +2	2 or 5	Project/Site Engineer and Project Planning / Billing Engineer
iv) Sociologist (Master in Social Work)	1	5	for formation of C.B.O. work
v) Community Development Specialist (Bachelor in Social Work)	3	3	for formation of C.B.O. work

(C) General Guidelines for Fixing Requirement of Technical staff for cost of the work ₹ 5 Cr. to ₹ 10 Cr.

Requirement of Technical Staff (of major + minor Component)		Minimum Experience	Designation
Qualification	No.		
i) Graduate Engineer	1	5	Principal technical representative
ii) Graduate engineer or Diploma Engineer	2 +2	2 or 5	Project/Site Engineer
iii) Sociologist (Master's in Social Work)	1	5	for formation of C.B.O. work
iv) Community Development Specialist (Bachelor in Social Work)	3	3	for formation of C.B.O. work

(D) General Guidelines for Fixing Requirement of Technical staff for cost of the work ₹ 1.50 Cr. to ₹ 5 Cr.

Requirement of Technical Staff (of major + minor Component)		Minimum Experience	Designation
Qualification	No.		
i) Graduate Engineer	1	5	Principal technical representative
ii) Graduate engineer or Diploma Engineer	1 +2	1 or 5	Project/Site Engineer/Billing Engineer
iii) Sociologist (Master in Social Work)	1	5	for formation of C.B.O. work
iv) Community Development Specialist (Bachelor in Social Work)	3	3	for formation of C.B.O. work

Notes-

1. "Cost of work", in table above, shall mean the agreement amount of the work.
2. Rate of recovery in case of non-compliance of the clause 1.9 stipulated at following rates:-

Sr.No.	Qualification	Experience (years)	Rate of Recovery
1	Project Manager with degree	10	Rs.30000/- p.m.
2	Graduate Engineer	5	Rs.25000/- p.m.
3	Graduate Engineer	2	Rs.15000/- p.m.
4	Diploma Engineer	5	Rs.15000/- p.m.
5	Sociologist	5	Rs.20000/- p.m.
6	Site Supervisor registered with MCGM	2	Rs. 10000/- p.m.

Note: (i) Above staff shall be increased proportionately if numbers of sites are beyond 10 at a time per contract.

(ii) Contractor can change above technical staff with the sanction of Ward Ex Engineer and staff of NGO with the sanction of Asstt. Engr. (SWM) Ward. The qualification criterion will be mandatory in all respect.

(iii) Master's in social work (sociologist) shall always work directly under the Asst Commissioner of Ward for day to day working of formation & registration of CBO.

(iv) If the services of personnel not on the pay role of either of the bidder are to be availed, their consent letters certifying availability for specific project- name of project and duration mentioned thereat shall be uploaded in the tender documents.

v) Whenever any NGO consents for and becomes eligible for execution of more than one tender, whether with same contractor or different contractors, it shall be responsibility of the NGO as well as main bidder to have separate NGO staff for individual tender for which notarized undertakings on Rs.500/-stamp paper shall be submitted in packet 'B' by main bidder and NGO both separately

6.10 TIME PERIOD OF THE PROJECT:

Entire project should be completed and delivered within 24 Months (Including Monsoon) of time from the date of work order.

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

Full work will be completed in 24 Months including monsoon.

The programme for completion of work 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.

6.11 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.

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

6.13 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.

6.14 Action when whole of security deposit is forfeited:

In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Engineer on behalf of the Municipal Commissioner shall have power to adopt any of the following process, as he may deem best suited to the interest of 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 new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un- executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

- d) In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work 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.

6.15 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.

7 SUBMISSION OF TENDERS

A. PACKET-A

The Packet 'A' shall contain digitally signed scanned certified copies of the following documents-

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

- a) Valid Registration Certificate.
- b) Valid Bank Solvency Certificate of Minimum Solvency amount (as per Class) as governed by Registration Rules in force for respective Class of Contractor for Civil and M&E works. (Section 7 A- clause no 60, A)
- c) A document in support of Registration under GST Act 2017. Those who have not registered shall submit an undertaking to the effect that if they become successful tenderer, they shall submit GST 2017 Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.
- d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co- operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- f) The bidders shall categorically provide their Email-ID in packet 'A'.

- g)** Documents related to NGO.
 - i) Registration copy of NGO with charity commissioner.
 - ii) Notarized MOU with registered N.G.O.
- h)** Consent letters from NGO.
- i)** List of technical / other personnel required for execution of contract. (as per stated in clause 6.9 of section - 6 of tender document)

NOTE:

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

B. PACKET - B

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

- α) The list of similar type of works as stated in eligible criteria Sr.no. 6.3 i.e. technical capacity 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 eligible criteria Sr.no. 6.3 i.e. Technical Capacity.
- β) 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)
- χ) Similar documents mentioned in a & b of packet B above pertaining to NGO
 - i) 2 years profit loss statement of NGO

ii) Documents showing experience of programme publicity or welfare schemes of Municipal Corporations/ Govt of Maharashtra / Gov of India

- δ) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as an evidence).
- ε) The bidder shall give undertaking on Rs. 500/- stamp paper that it is his/their sole responsibility to arrange the required machineries either owned/on lease or hire basis, at site before start of the work.

Note: The bidder shall take cognizance of guidelines issued u/no. CA/F/P/City/19 dtd15/09/2017, u/no.CA/F/P/City/24 dtd. 10/10/2017 accordingly shall submit irrevocable undertaking in Annexure-E format on Rs. 500/- stamp paper enclosed in Draft tender.

- i) The successful bidder shall make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder and, to that effect he will ensure commitment on an undertaking on Rs. 500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of BMC.
- φ) Details of works in hand (Section -14, Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
- γ) Details of Litigation history (Section -14 , Proforma VII)
- η) Statement showing assessed available Bid Capacity.
- ι) The undertaking of Rs.500/- stamp paper as per the proforma annexed in 'Annexure B & C'

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

- φ) The tenderers shall upload work plan as per the following outline:
1. GANTT chart/ PERT/ CPM chart showing the completion of work within prescribed time period, considering major activities.
 2. Organizational set up envisaged by the contractors.
 3. Plant & equipment proposed to be deployed for this work.
 4. Site Offices and Laboratories proposed to be set up.
 5. A note on how the whole work will be carried out (work plan including methodology).
 6. Quality management plan.
 7. All the activities included in the Scope of Work shall be covered in the work plan as well as undertakings mentioned thereat.
 8. The tender shall submit the signed copies of all corrigendum and addendum.
- κ) The electrical /Mechanical works shall be got carried out by civil contractors through the contractors registered with BMC. In electrical category information about the registered contractors shall be obtained from the office of Ch. Egg (M&E) / EE (Monitoring & registration cell). Attested scan copy of the valid registration certificate in electrical category shall be uploaded with the tender along with the undertaking from the registered electrical contractor stating his willingness to carry out tender work.
- λ) 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.
- μ) 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.

- v) The bidder shall disclose the litigation history in Packet B under the head details of litigation history. If there is no litigation history, the bidder shall specifically mention that there is no litigation history against him as per the clause of litigation history. In case there is litigation history.

Litigation history must cover – Any action of blacklisting, debarring, barring, 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, the 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, barring, banning, suspension deregistration and cheating with BMC and BMC is party in the litigation against the company,, firm directors partners or authorized signatory for carrying out any work for BMC by any court where BMC is a party. While taking decision on litigation history, the concerned Chief Engineer or DMC or Director as may be the case should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the BMC works which can be spoiled the quality, output, delivery of any goods or any work execution and within the time frame.

vi) The successful bidder shall submit an undertaking on Rs.500/- stamp paper, mentioning that the work will be completed within stipulated time period as mentioned in the tender. In case of not completing the work within the stipulated time period, penalty will be recovered as per tender condition as per circular u/no.AMC/ES/2700 dated 27.05.2019.

Note:

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

C) PACKET - C

- a) Online tender filled in either percentage plus or minus (above or below), or at par. (There is no separate provision to quote % in physical form, this is a part in Header Data of online Tendering). For Packet ‘C’ tenderer (s) will fill data in ‘Item Data Tab’ in Service Line Item via Details and quotes his percentage variation figures. (If entered ‘0’ it will be treated as ‘at par’. By default the value is zero only).

- b) In the present tender separate % for toilet construction (including CBO formation etc.) i.e Part-A and desludging i.e Part -B are to be quoted.

Note: In case of rebate/ premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 Bidder after demand notification by e-mail to bidders by concerned Dy. Ch. E. (S.S.P.). The format for rate analysis is annexed at (section 14 - Annexure -D)

BID SECURITY OR EMD

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet.
- The tenderers shall pay the EMD online.
- 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.

• Refund of EMD

a) Except successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded automatically.

b) The bid security of successful bidder will be discharged when the bidder has signed the agreement and /or furnished the required security deposits as elaborated in slandered bid document.

- The refund of Bid Security will be as per circular no.MDD/7878 of 27.09.2016 &CA/Finance/Project/19 dated 04.03.2024.

2.2 Refund of A.S.D. of unsuccessful tenderer will be as per circular under no. MDD / 7878 dated 27.09.2016.As per circular no CA(F)/Project/04 of 08.07.2026

2.3 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:
 - a) sign the Agreement; and/or

b) Furnish the required Security Deposits.

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

Note:

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 and Service Tax Registration Certificate.
 - 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.
 - vii) No proper submission of experience certificates and other documents, etc.
 - viii) Non-Submission of Rate Analysis within three working days of opening of Packet-C.

B) Non-curable Defect shall mean

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

2.3 BID VALIDITY

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

DEFECT LIABILITY PERIOD

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

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

- e) If defective work or workmanship or design have been knowingly covered-up or concealed so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until **discover** actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.

- f) **The DLP shall be as below:**

Defect liability period will be calculated from the date of completion certificate issued by Ward Executive Engineer or handing over of each / individual community toilet block to CBO for actual use after execution of MOU i.e. from taking the possession whichever later, will be as under:-

- i. For general civil works work including Electrification, Plumbing works, overhead polyethylene tank, Plaster, Painting, Tiling, Bore Well etc. defect liability period shall be 12 months.
 - ii. For RCC works defect liability period shall be 60 months.
 - iii. 120 months after completion of individual toilet block against leakages for the water proofing for terrace slab, Suction Tank, Septic Tank and toilet block and undertaking for the guarantee of water proofing for the period of 10 years will have to be submitted by the Contractor at the time of handing over of toilet block to the C.B.O.
- g) Also, in case of defect, the Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

- h) It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the issue of 'Certificate of Completion', the 'Defect Liability Period' starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions from the engineer to carryout repairs and fix any defects which appear in the Permanent Works. If the contractor does not, due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by engineer is done.

2.5 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit

The security deposit shall mean and comprise of

- i) Contract Deposit and
- ii) Retention Money.

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

B. Additional Security Deposit

ASD will be paid by successful bidder within the time period specified in circular no. प्रले/वित्त/प्रकल्प/04 dtd. 08/07/2026.

C. Performance Guarantee:

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

Offer	PG applicable %
For premium, at par and rebate 0 to 12%	PG= 0.92% x contract sum Applicable for rebate of 12%
For rebate of 12.01 %	P.G. = {0.92% x contract sum applicable for rebate of 12%} + (X) x contract sum where X= percentage rebate quoted more than 12%

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

The PG shall be paid in one the following forms.

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

Performance Guarantee is applicable over and above the clause of Security Deposit. Performance Guarantee will have to be paid & shall be valid till the defect liability period or finalization of final bill whichever is later.

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

- Irrespective of the offer (Rebate/ at par/ premium), ASD shall be differed and only PG of 10% of contract sum be taken from the successful bidder on award of contract only.

D. Refund of Security Deposit

1) Refund of Contract Deposit

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

2) Refund of Retention Money

One-half (50%) of the Retention Money shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works. In the event the Engineer issues a Taking-over Certificate for a section or part of the Permanent Works, only such proposition thereof as the Engineer determines (having regard to the relative value of such section or part of the Works) shall be considered by the Engineer for payment to the Contractor.

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

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

3) Refund of Additional Security Deposit

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

4) Refund of Performance Guarantee

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

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

- **Time of Refund for works having 5 years DLP**

Deposits refunded after completion	After 3 yrs of DLP	After Completion of DLP
ASD + 50% of RM	CD+50% of RM	PG

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

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

***Note:**

a) It shall be clearly mentioned that the BG shall be applicable for individual work/contract and clubbing of various contracts of the said contractor will not be allowed. In case of obtaining Bank Guarantee, it is necessary to mention that the same shall be valid further 6 months from the completion of defect liability period/warranty period.

b) It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period in the tender & in case of its expiry it will attract penalization.

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 upto Virar & Kalyan. List of approved Banks is appended at the end of Instructions to Bidders (ITB). The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Regional Branch of the same bank within the Mumbai City Limit categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank itself in case of default by the Contractors furnishing the Bank Guarantee. The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

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

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

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

F. Stamp Duty: (As per applicable circular) As per circular u/no-जाक्र मु. जि.अमल/2/103/114/2025 दि 04.02.2025 It shall be incumbent on the successful tenderer to pay stamp duty on the contract.

- i. As per the provision made in Article 63 & Article 54, Schedule I of Maharashtra Stamp Act 2015, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under:

(a) “54. SECURITY BOND OR MORTGAGE DEED Where such security bond or mortgage deed is executed by way of security for due execution of an office or to account for money or other property received by virtue thereof or by a surety secure the due performance of a contract or in pursuance of an order of the court or a public officer, not being otherwise provided for by the Maharashtra court fees Act	0.5 percent, for the amount secured by such deed subject to the maximum of ten lakh rupees: Provided that where on an instrument executed by a person for whom a person stands surety and executes security bond or mortgage deed, duty has been paid under article 40, then the duty payable shall be one hundred rupees. Exemptions Bond or other instrument when executed. a) by any person for the purpose of guaranteeing that the local income derived from private subscriptions to a charitable dispensary or hospital or any other object of public unity shall not be less than a specified sum per mensum; b) under the rules made by the state government under section 114 of the Maharashtra Irrigation Act 1976; c) by a person taking advance under the Land Improvement Loans Act, 1884 or by their sureties as security for the repayment of such advances; d) by officers of Government or their sureties to secure the due execution of an
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		office or due accounting for money or other property received by virtue thereof.
	WORKS CONTRACT, i.e 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 subcontract	
(i)	Where the amount or value set forth in such contract does not exceed rupees Ten Lakhs	Five Hundred Rupees.
(ii)	Where it exceeds rupees Ten Lakhs	Five Hundred rupees plus 0.1% of the amount above Rs. 10,00,000/- subject to maximum Rs. 25,00,000/- stamp duty

II. The successful bidder shall enter into a contract agreement with BMC 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.

F. IMPORTANT DIRECTIONS

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

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

- 2) Applicants/Bidders shall refer portal.BMC.gov.in\tenders for “The Manual of Bid-Submission for Percentage Rate/Item Rate Tender Document.” The detail guidelines for creation and submission of bid are available in the referred document.

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to ee01.ssp@mcgm.gov.in. The subject shall clearly bear the following identification/ title: **"Queries/ Request for Programme, Publicity & Construction of RCC Ground / Ground +1 /Ground +2 Storied Community Toilet Blocks in slums of BMC under Lot-12**

Additional Information: TENDER Any changes in Email ID will be intimated on the portal.

- 3) In case of Equal Percentage of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs (2 working days) from the day of opening of packet C on same BID-Document number for re-quoting and such development needs to done by IT department in BMC's SRM system. Till such development is made; 'Sealed Bids' shall be called from the bidders quoting the same rates i.e. L1.

In case of equal percentage of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned Ch. Eng.

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

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SECTION 7

SCOPE OF WORK

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7.1 Scope of work

The Tenderer / bidder shall note that this tender envisages following works in general

- 1) Demolition of existing toilet blocks (wherever applicable). The process to hand over scrap to the scrap contractor will be followed as per the circular u/no CA/FSV/27 dated 12.01.2016 along with staff of TAVO .
- 2) Construction of temporary toilet blocks.
- 3) Formation of CBO's by making programme publicity in the respective slum area.
- 4) Construction of community based toilet blocks having ground, ground + 1/ ground + 2 storied RCC Structure, consisting of RCC suction tank, septic tank or connecting to sewer line as per Architectural and RCC design provided by Project Management Consultants appointed by BMC for respective Wards/Zones.(For Scope of work of appointed PMC for this work, refer Section 18).
- 5) Providing electric connection, water connection, borewell etc
- 6) Toilet block handing over to CBO by executing MOU with BMC
- 7) Desludging of septic tank in every 3 months interval for subsequent three years after handing over of toilet block to CBO.
- 8) Daily Operation and Maintenance by local community based organization (CBO) - (Refer Annexure E1 and L1 and Clause no. 21 of section no.7(B))
- 9) The applicant/Bidder can quote any no. of bids as per his bid capacity, however, BMC reserves the right to allow maximum 3 bid to any successful bidder, beneficial to BMC.

Notes:

- i) All the works contained in the scope of work shall be carried out strictly as per relevant specifications applicable as attached or referred to, in this tender document.
- ii) The above is general description of the scope of work and actual work mentioned above shall be governed by BOQ and as directed by the Engineer-in-charge.
- iii) List of Work:- The list of identified sites / locations data available with Dy.Ch.Eng (SSP) office has been uploaded, however further details of identified sites and confirmation bidders may approach the concern Executive Engineer of ward office.

7.2 This is a Tender on percentage rate basis. The contractor is supposed to carry out the following works, the scope includes,

a) The Contractor is to make all necessary arrangements for Utility shifting, diversion of flow for enabling the construction, dewatering and utility diversion at his own cost. No separate payment shall be made for the same.

b) BrihanMumbai Municipal Corporation does not have site available for disposal of Debris /Demolition material / excavated earth. The Contractor shall dispose these materials properly on the plot /dumping ground at his own risk & cost. The contractor shall quote the tender keeping these in mind. The quoted rates of tenderer shall be deemed to include carrying out all temporary works etc. and removal of all temporary works after completion of construction to the entire satisfaction of the Engineer-in- charge. The contractor should take into account and make necessary arrangements for the safety of the adjoining structures.

SECTION 7 (A)
SPECIAL DIRECTIONS TO
TENDERERS

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A) SPECIAL DIRECTIONS TO TENDERERS -

- 1) Detailed plans will be available for inspection in the office of Deputy Chief Engineer (SSP), Ground floor, Municipal building, Nehru road, Vile Parle (East).
- 2) All the construction material shall be got tested from time to time from the Municipal laboratory / approved Govt. registered laboratory. The testing charges will be borne by the contractors/bidders.
- 3) The excavated material, unserviceable material, debris from demolished site shall be transported/removed immediately from site for which the Dumping ground will not be provided by BMC. Bidders will have to make their own arrangement for removing and transporting the excavated material, unserviceable material, debris from demolished site to the dumping ground at their own cost. No extra payment will be made to the bidders / contractors for the same. No royalty for excavation and transportation will be paid. Therefore, bidders/tenderers are to note above facts and quote accordingly. The Contractors should obtain necessary permissions from Zonal Executive Engineer (SWM)/Asstt. Engineer(SWM) for C and D Waste management. No extra payment will be made to the bidders / contractors for the same.
- 4) Wherever rock is met with, no extra payment will be made for excavation in rock/hard strata etc. Bidder/tenderer is to take note of this fact and quote accordingly.
- 5) Prevailing rules, regulations, guidelines such as child labour, Minimum Wage Act, insurance etc. as applicable for civil works being executed in BMC shall be applicable for this work.
- 6) The plinth level shall be minimum 0.60 m above the existing ground level and floor to floor height shall be minimum 2.88 m or as directed by Executive Engineer as per site conditions.
- 7) The contractor shall barricade/fence and provide lighting arrangement to the excavated trench properly and to be vigil and maintained till the completion of plinth of Toilet Block. The Contractor shall take utmost care to avoid any mishap on site. If the proper barricading/ any irregularity in barricading the trench is found on site, penalty of Rs.25000/- will be levied on contractor. The contractor shall barricade site immediately failing which further penalty of Rs.10000/- per day will be levied till the

compliances. Any mishap due to such lapse during this course is entire responsibility of contractors.

- 8) The contractor can utilize the excavated material for back filling.
- 9) In case of sewer line connection, necessary permission from S.O. deptt and SSP department shall be obtained by the Contractor. All the trenches taken for laying of sewer line connection, Water service connection, Electrical connection or any other trench shall be properly reinstated by the contractor as per the latest trench policy/Guideline without any additional cost. Bidder shall take note of this while quoting the tender.
- 10) Water connection for toilet block shall be obtained from concerned Ward A.E. (Water Works) as per BOQ of water connection.
- 11) In the case of scarcity of water or if water main is not available in vicinity, approval of DMC of respective zone shall be obtained for carrying out bore-well work. The work of digging of bore well shall not be carried out without prior permission/Approval of Competent Authority in consultation with concerned A.E. (water works) & If Bore-Well is provided then water connection will not be provided for same toilet block.
- 12) Electric connection for toilet block shall be obtained from concerned service provider and as per BOQ of electric connection.
- 13) Every CBO shall have 33% female membership in executive committee (of C.B.O.)

- **Demolition of Existing Toilet Block**

- 14) Before carrying out demolition, the site shall be properly barricaded and utmost care shall be taken to avoid untoward incident of any nature. The live electric current should be cut off before demolition.
- 15) The desludging of existing septic tank should be immediately carried out.
- 16) Demolition shall be carried out with adequate manpower & machinery with all safety measures.
- 17) The debris/ malaba /demolished material have to be removed from site time to time to avoid inconvenience to local slum dwellers and unhygienic condition should not arise.

- 18) The serviceable materials of demolished toilet block like doors with frames, windows, RCC Jali if used for temporary toilet block appropriate rebate shall be taken. The remaining serviceable material shall be deposited in respective ward with due acknowledgement of every material. If the contractor desires to use it as his property necessary rebate shall be taken. However debris shall be removed prior to shifting of usable material unless permitted by engineer incharge.
- 19) The work of water proofing, plastering, tiling shall be carried out with use of Portland pozzolona cement with rebate of Rs. 2 per bag against use of OPC. Since the structure is to be constructed with M30 and above grade of concrete if the structural consultant permits use of PPC in structural members can be considered by engineer in charge. A Rebate of Rs.2.00/- per bag will be taken in the bill.
- 20) Use of suitable admixtures to prevent corrosion in water tank and Septic tank is recommended. The structural engineer in consultation with Engineer in charge can decide appropriate admixture.
- 21) Considering documentation requirement and vigilance norms, photographs of site from specific angles to be taken and emailed to Ex. Engineer of concerned ward within 48 hours from taking photographs, at following stages:
- i) Existing site condition before starting of work showing existing toilet block/ open site in case of new toilet blocks
 - ii) Temporary toilets under construction stage and after completion.
 - iii) Demolition of existing toilets
 - iv) Foundation work in progress
 - v) Plinth level
 - vi) First slab and at every slab
 - vii) Water proofing of terrace slab and toilets
 - viii) Sanitary fittings
 - ix) Finishing
- 22) If need arises and as directed by Engineer in charge, the contractor shall have to execute, the work of construction of Community Toilet Facilities anywhere in Mumbai at same percentage quoted. No any claim for additional payment will be entertained. However if situation arises to give allotment of work to the contractor of other zone, central agency will look into it as zonal DMC will not have purview on the contractor of other zone and decision of DMC (SWM) in this regard shall be binding to the contractor.

- 23) The contract period is including period required for mobilization, procurement of material, traffic permission, NOC from Land owning authorities for works, also other required permission viz. erection of site office etc. and shall be reckoned from the date of issue of work order.
- 24) All material required for the work can be stacked near the site of work in such manner so as not to cause any inconvenience to the pedestrian and vehicular traffic. If no space is available on site then tenderer(s) shall make his own arrangement for stacking of material etc. No extra payment will be made on this account.
- 25) The contractors will have to obtain water connection for drinking purposes as per conditions in G.C.C. Extra water required for construction purposes will have to be brought by the contractors at his own cost and no extra claims on this behalf will be entertained.
- 26) The Tenderer(s)/ bidder(s) shall note that first class quality of material & workmanship is expected.
- 27) The Tenderer(s) shall procure all material required for the work from manufacturers with (ISI) certificates and according to BMC specifications wherever applicable. Tenderer(s) shall submit manufacturer's test certificate accordingly.
- 28) For minor details of R.C.C. work and whenever any modification is desired same have to be done according to the R.C.C. code of the BMC/ I.S. code and as directed by the Engineer-in-Charge.
- 29) The successful tenderer(s) will have to make his own arrangement at his own cost for the Electric power supply required for the work either by taking connection from Adani power Ltd. / M.S.E.B. / B.E.S.T. / TATA or arrange his own generators.
- 30) Contract Labour (Regulation and Abolition act 1970): The Tenderer(s) should specifically note that the successful tenderer(s) shall have to strictly comply with the entire statutory requirement under the provision of the Contract Labour (Regulation and Abolition) Act 1970 and with the Maharashtra State Contract Labour (Regulation and Abolition) Rules 1970 and indemnify the Corporation against any claim(s) whatsoever. Successful Tenderer(s) should obtain Registration Certificate from Labour Commissioner.
- 31) The Noise level shall be maintained within the permissible limit in silent zone area during construction activities by the Tenderer(s) as per the

notification dated 14/01/2000 issued by the Ministry of Environment and Forests. (Condition is included as per circular u/no. C.E/PD/7788/I dated 07/11/2008).

- 32) The R.M.C. works required to be done under the captioned contract shall be got executed with the specified R.M.C. mixes supplied by BMC approved R.M.C. plants.
- 33) If the Tenderer(s) excavates certain portion of the road and fails to reinstate the same within the stipulated time limit, as per the programme and or before 31st of May, the reinstatement will be got carried out at contractor's risk and cost through other agency in addition to further penal action
- 34) All the excavated material belongs to the Brihanmumbai Municipal Corporation and therefore shall be the property of Municipal Corporation of Greater Mumbai. It will be mandatory on the part of contractor to use this material in the execution of works under the instant contract or on any other sites of other contracts of BMC as directed by the Engineer; if the quality of material is as per the specification. If any excavated material is used on construction sites then the remainder surplus earth OR if no excavated material is utilized on Municipal works then the entire surplus excavated earth / material including de-silted material shall be removed / transported from sites by the contractor within 24 hours; for which no separate payment will be made. If Municipal dumping grounds are not available for removal of surplus earth then the contractors shall make his own arrangements for removal / transportation / disposal of excavated surplus earth at his own risk and cost. It shall be distinctly noted that BMC will not make any payment towards removal / transportation / disposal of surplus excavated earth including desilted material from construction site to either any Municipal dumping ground (If made available) or to contractors own dumping facility. The contractors shall take into account the fact while quoting.

The Contractors should obtain necessary permissions from Zonal Executive Engineer(SWM)/Asstt. Engineer(SWM) for C and D Waste management. No extra payment will be made to the bidders / contractors for the same.

- 35) The Tenderer(s) should note that during the execution of the work, debris etc, dumped on the public streets / places will have to be removed immediately after completion of the works or part thereof as per direction of the Engineer failing which the same will be got removed at their risk and cost.

- 36) The contractors shall display the boards giving information of name of the work, date of starting completion, Name of the department and contact telephone numbers. Noncompliance of this condition, a penalty of Rs. 1000/- per day per site shall be imposed on contractor.
- 37) The Tenderer(s) shall take photographs of site as and when directed by Engineer. The Photographs should be so arranged in the Register that original site position and finished site position of the same location should be vis-à-vis. The register should be duly signed by site-in-charge and Tenderer(s) fortnightly. Failure to abide this condition of Rs. 1000/- per photograph copy will be recovered from the contractor's bill.
- 38) On Completion of the work, the contractors shall furnish free of cost 5 sets of final completion "As Built" canvas mounted Architectural and structural drawing (to the scale) drawings in AutoCAD along with the soft copy in CD, showing all the details checked and signed by the Engineer within 2 months of completion of works. The payment of final bill shall be made to the contractors after receipt of above sets. In case the contractors fail to submit the completion drawings, the same shall be got done through outside agency and cost of the same shall be recovered from the Tenderer(s) along with the penalty of Rs. 5,000/- per set of drawing.

39) **BARRICADING:**

It will be entirely responsibility of the contractor to provide and install secure barricades on work sites; wholly at his risk and cost.

Installing secure and continuous barricading is to ensure the safety of the road users/residents of vicinity etc. For all the excavations having depth more than one foot; exclusively metro barricades shall be provided. Due to non-installation of barricades or due to inadequate installation of barricades on sites; if any accident occurs on site leading to injury or loss of life; then the contractors and contractor's engineer will be liable for consequent action.

Details of the work shall be prominently displayed in central panel of the barricades in following format :

Name of work

Contract Cost

Date of starting

Time Period

Contractors Engineer Name

Mobile Number

NOTE: Barricades shall be provided as per guidelines in circular u/no.MGC/F/6342 dt. 5th May 2018, Tenderers shall quote accordingly. Penalty of Rs.5000/- per meter/day shall be levied if proper barricading is not provided.

40) No dumping ground will be made available by BMC for disposal of desilted / excavated / surplus earth material. The tenderer(s) shall have to make their own arrangement for disposal of desilted / excavated / surplus earth materials. Please note that obtaining N.O.C. from Plot Owner for disposal of desilted / excavated / surplus earth materials on designated private dumping ground and dealing with all the consequences which may arise out of its utilization shall be the sole responsibility of the tenderer(s). All the necessary permissions / charges including payment of Toll fees, Royalty (if any), etc shall have to be borne by the tenderer (s).

41) **PENALTY CLAUSES:-**

- a. The Engineer not below the rank of Assistant Engineer is entitled to impose a penalty of Rs. 5000/- per day for each defective work/lapse, disobedience of orders of the officer not below the rank of Site Engineer. Penalty amount will be recovered from contractors running bill.
- b. If it is observed that, the Tenderer(s) carrying out the work fails to comply with the instructions given by the authorities at the A.M.C./M.C.'s level during execution of work twice, the work will be terminated and will be carried out at the risk and cost of the Tenderer(s) and penal action will be taken against them. This decision will not be arbitrable at all.
- c. The above mentioned condition will be in addition to the provision of relevant condition in the General Condition of contract.
- d. The stacked surplus excavated materials shall be removed immediately, failing which a penalty of Rs.5000/- per day per spot will be imposed.
- e. The dumpers carrying the surplus excavated/Demolished material shall be covered with Tarpaulin sheets during transportation in accordance with MSW 2000 rules and no separate payment shall be made for the same. If the tarpaulin cover is not provided on vehicle or is torn out or small one, a penalty of Rs.5000/- per trip for that vehicle will be imposed.
- f. All the vehicles transporting surplus excavated/ Demolished material, earth, rock etc to dumping ground shall be provided with a board showing "On Municipal Duty". If the board showing that the vehicle is "On Municipal Duty", is not provided a penalty of Rs.1000/- will be imposed for per vehicle per trip.
- g. The contractor shall have to take photographs. Failure to abide this condition, a Penalty of Rs. 1000/- per photograph copy will be recovered from the contractor's bill

- h. Tenderer(s) are requested to take cognizance of the child labour act and to take precaution not to deploy child labourers on the work. If child labourers are found deployed on the work, a penalty of Rs. 5,000/- on the spot will be imposed on the defaulting contractor and further action as deemed fit will be taken.
 - i. If the site office with the necessary requirements is not provided within 15 days from the receipt of work order, penalty of Rs.2000/- per day will be imposed.
 - j. The contractors shall provide proper safety gears to their staff, labourers. Failure to provide safety gears as per above clause a penalty of Rs.1000/- per labour per day shall be imposed. The contractor will be fully responsible towards the safety of staff and labor for the entire Contract period.
 - k. The Tenderer(s) shall implement anti-malarial measures for each site during execution of works in case of failure to implement above measures a penalty of Rs.5000/- per day per personnel shall be imposed.
 - l. Rebate for excavation of Rs 380/- per seat, when there is demolition & reconstruction of community toilet block.
43. Web Connectivity: Web connectivity in site office shall have minimum 1 MBPS Internet speed & 100% availability. Software should be intelligent. In case of connectivity failure it should maintain the pending files and send them as soon as it is connected. The Tenderer(s) shall make sure that the entire software and hardware solution is virus free.
44. Quantities of all items provided in the B.O.Q. may not be required to be executed depending upon site conditions. BMC reserves right to make any changes in scope of work / reduction of part or whole work. The tenderer shall not be entitled to claim any damages/compensation etc. for less quantity executed or cancellation of whole work or part thereof.
45. Tenderer(s) shall pay building & other building worker welfare Cess @ 1% of construction cost as per Maharashtra State building & other building welfare Cess act 1996 to the BMC in consultation with C.A. (Finance).
- a. If the contractor engages any machinery for collecting, carrying for lifting the silt from the Proposed work and if any damage appears to any structure belongings to anybody due to impact of machines or due to any reasons the contractors will have to make good or such damages without any extra cost to BMC
46. Since the work under reference is time bound the work will have to be carried out beyond the normal specified working hours. (10.00 am to 5.00 pm) the tenderer(s) should make specific provisions for this contingency.
47. The successful tenderer(s) shall provide lorries/dumpers & machineries as per prevailing norms of Mumbai RTO dept.

48. All the necessary precautions, safety measures etc. for the contractors staff at the work site shall be the responsibility of the successful tenderer(s). The successful tenderer(s) shall also be liable for any injury to the life & damage to private, municipal or government properties if any caused by them during the operations connected with this work. In this if any legal issues arise in any term the contractors will be solely responsible for such kind of legal issues/disputes and BMC will not be a party in this matter.
49. All the tenderer(s) are advised to visit the site of work so as to ascertain the scope of work required for effective execution of work & also to ascertain difficulties of accesses/approach road, traffic restrictions etc.
50. The tenderer(s) shall carry out the entrusted work as per BOQ and specification meticulously.
51. The tenderer(s) quoting/bidding for more than one work with respect to e-tender notice and intends to pay A.S.D. as specified in the tender then the tenderer(s) shall pay separate A.S.D. for each bid online before end date and time of bid submission. In case the A.S.D. submitted is more than the percentage quoted by the bidder, then the percentage quoted shall prevail.
52. For the purpose of working out current level of values for turnover, following multiplying factor shall be used:-

Sr.	Financial Year	Multiplying factor
1	2026-27	1.00
2	2025-26	1.10
3	2024-25	1.21
4	2023-24	1.33
5	2022-23	1.46

53. Cost of Tendering-
The tenderer(s) shall bear all costs associated with the preparation, submission and uploading of his Tender, and the BMC will in no case be responsible and liable for those costs.
54. Work Records: - All specified up to date site record should be maintained by the contractors. If the Tenderer (s) fails to comply with this condition, the penalty of Rs.1000/- per day per record will be imposed on the contractors.
55. The applicant/Bidder can quote any no. of bids as per his bid capacity, however, BMC reserves the right to allow maximum 3 bid to any successful bidder, beneficial to BMC.

List of Registers	
Sr. No.	Name of Register
1	Correspondence file
2	File containing drawings
3	Daily Progress Register
4	Instruction Register
5	Mix design file
6	Materials Testing Result file
7	Photograph file
8	Misc work register
9	Ready Mix Concrete Challan file
10	Cement Variation Register
11	Cement Register
12	Steel Register
13	Penalty Register.
14	Formwork Register
15	Any other register as per directions of Engineer in Charge and as per the circular issued by the department of Ch.E. (Vig.).
NOTE :	From above list the registers applicable for the specified work shall be maintained. Also all the registers to be maintained as per format mentioned in the circular of Ch.E. (Vig.) including the intimation of progress report to be submitted to HOD and copy to Ch.E. (Vig.)

55. Minimum 2 security guards round the clock shall be provided on every worksite. A penalty of Rs 500/- per security guard per shift will be levied if the same is not provided.
56. The per cent above or below quoted in this schedule shall hold good for all works done under this contract without reference to location of works or quantities.
57. The contractors are particularly directed to observe from the specifications what is to be included in the rates for the several portions of the works and frame all their per cent above or below accordingly.
58. After completing the work, completion plan shall be sent to the Executive Engineer of the respective ward & after verification & acceptance, the whole of the work should be handed over to respective ward. A copy of the memo acknowledging the taking over of the work should be handed over to the Ex-Engineer with copy to PMC appointed by BMC in charge of the work. One copy of Completion certificate shall be forwarded to zonal EE(SWM)

59. In respect of Filling in trenches with Municipal earth materials etc. in layers not exceeding 25cm. in loose thickness, watering etc. compacting by means of plate vibrator or a power roller to a depth not exceeding 2m. etc. complete as per New Road Specifications / trench guidelines effective from 01.02.2015.

60. A. Information regarding Classes -

Classes classified in BMC with limits of works, standing Deposit, amount of solvency prescribed for each class as per New Registration Rules 2016:-

Class	Upper Limit of Tendering(Rs.in Lakhs)	Minimum Solvency (Rs.in Lakhs)
I(A)	Without Limit	150
I(B)	2500	150
I(C)	1500	150
II	750	75
III	300	30
IV	150	15
IV(A)	90	09
V	50	05
V(A)	30	03
VI	15	02
VII	07	01
VIII	03	0.5
IX	02	0.25

B. Information regarding Classes- (Mechanical & Electrical categories)

Limit of cost of individual works, amount of solvency and amount of standing deposits prescribed for each class of Mechanical & Electrical categories as per registration rule 2016

Sr No.	Class of BMC registration	Upper limit of cost of works for tendering	Minimum Solvency Rs. In lakhs
1	2	3	4
1	A	Without Limit	8
2	B	Up to 25 Lakhs	4
3	B1	Up to 15 Lakhs	3
4	C	Up to 10 Lakhs	3
5	D	Up to 7.5 Lakhs	1.5
6	E	Up to 2 Lakhs	0.5

61. A responsive tender is one, which confirms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation a material deviation or reservation is one-
- a) Which affects in any way the scope, quality or Performance of the work.
 - b) Which limits in any way, the employer's rights or the tenderer(s) obligation under the contract and inconsistent with tendering documents.
 - c) Whose rectification would affect unfairly the competitive position of other tenderer(s) presenting responsive tenders.
62. **Dumping Grounds** – Mention of the Municipal dumping sites in tender document does not cast any responsibility upon BMC to make the same available to successful bidder. It all depends on availability of the dumping grounds. BMC does not claim to make the Municipal dumping sites available to the successful contractor.
- a) BMC does not assume any responsibility for providing sites for dumping ground for removal and transportation of surplus excavated earth material. In the event of Municipal dumping ground not available; the successful bidder shall have to make his own suitable arrangements for disposal of excavated surplus earth/ material / sludge material at his own risk and cost.
 - b) "BMC will not make any payment towards transportation/ removal/ disposal of excavated surplus earth/ demolished material / sludge material from construction site to either Municipal dumping ground (if available) or contractors own dumping facility. Contractors shall quote accordingly.
 - c) Nevertheless, BMC reserves its rights to use surplus excavated materials for its own use anywhere in BMC limits and the contractor will have to dump the material at any sites as decided and directed by the engineer in charge; no extra payment will be made on this account.
63. Tenderers shall have to follow the New Guidelines & Modalities for execution of Engineering Works circulated by Ch.E. (Vigilance) department u/no. ChE/Vig /1581/B dated 21.09.2016.
64. The temporary toilet block shall be demolished by the contractor within 7 days from the physical commissioning of the newly constructed CTB. The final bill shall not be released by E.E. (Ward) / AE (Maint.) till the demolition of temporary toilet block and the debris is removed by the contractor.
65. **The CTB site located at Ganesh Nagar, Acharya Donde Marg, Parel is situated on a hill, where material and labourers need to be provided by means of lift or any other convenient method. The bidders are requested to note the same and quote accordingly. No extra payment for the same will be made.**

Digitally signed by Tenderer

All civil and electrical items/activity shall be carried out as per specification and as directed by Engineer In-charge

List of approved makes/ Brands of Various Building materials.

The Contractors shall refer to the approved brand list for using the materials for construction of toilet block as mentioned in the USOR 2023 and with latest addendum in the USOR list.

SECTION 7 (B)

CONTRACT DATA

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CONTRACT DATA

1. The following documents are also part of the Contract: The Schedule of Operating and Maintenance Manuals The Schedule of Other Contractors
The Schedule of Key Personnel

2. The Employer is

Name: BRIHANMUMBAI MUNICIPAL CORPORATION

Address: Municipal Head Office Bldg,
Mahapalika Marg, Fort Mumbai – 400 001

Name of authorized Representative: Deputy Municipal Commissioner (Zonell)

The Engineer is

Name: Ward Ex. Engineer (G/S, G/N, F/S, E) ward.

Address: Concerned BMC Ward Office

Name of Authorized Representative: Asstt. Engineer (Maint.) Ward.

3. The name and identification number of the Contract is (Bid no –)

**Programme, Publicity & Construction of RCC Ground / Ground +1 /
Ground +2 Storied Community Toilet Blocks in slums of BMC under
Lot 12.**

4. **The Works consist of**

Programme publicity, formation of Community Based Organization (CBO),
Programme, Publicity & Construction of RCC community toilet block including
handing over the toilet block to C.B.O.

- i) The Start Date shall be 15 (fifteen) days from the date of “issue of notice to proceed with the work.” for the contract as a whole.
- ii) The start date for individual toilet block is 15 days after the issue of work order. The intended completion date for the whole of the works shall be 24 months (including monsoon) from the start date. In this tender construction period for individual RCC toilet blocks up to 20 seats shall be 6 months, from 21 to 40 seats it shall be 9 months, 41 seats onwards it can be 12 months irrespective of whether Gr +1 or Gr + 2 storied structure (inclusive of CBO formation). However, in case the sites are in dense slums or in hilly area and need more time for construction, the decision of time period for individual PO shall be taken by concern Ward Executive Engineer with approval of zonal DMC, maximum extra time 2 months be permitted.
- iii) The time period within which the Contractors shall submit a Programme of the entire project shall be 14 days from letter of acceptance of works.

5. The language of the Contract documents is English.
6. The law which applies to the Contract is the laws of Union of India/Mumbai jurisdiction
7. The currency of the Contract is Indian Rupees.
8. This contract is unique in nature in a way that there are predefine sites but some of them can change as per requirement of respective ward. It is expected that sites will be handed over to contractor immediately after issue of Letter of Acceptance of this Bid by the concerned ward office.
9. Site Investigation Reports:
 - a. E-Bidders are advised to visit the slum localities within the zone for collecting necessary information like access to sites, procurement of materials/lead, and availability of sewer connection, water connection, and geological strata/data before quoting the tender.
10. The major activities covered under the proposed RCC Toilet facilities works are:-
 - i. Programme Publicity of the slum sanitation programme in slum community area and forming CBO.
 - ii. Construction of community based toilet blocks having ground, ground + 1, ground + 2 storied RCC Structure, consisting of RCC suction tank, septic tank or connecting to sewer line as per Architectural and RCC design provided by Project Management Consultants appointed by BMC for respective Wards/Zones.
 - iii. Constructing temporary toilet blocks if necessary.
 - iv. Demolition of the old toilet block if it is existing.
 - v. Excavation (including removal) in any earth soil/rock/concrete/asphalt mix wherever necessary.
 - vi. Construction of underground suction tank at 560 liters / seat in M 30 RCC mix including frame and covers.
 - vii. Construction of collection tank for connected toilet blocks including frame and covers.
 - viii. Construction of the toilet block as per sanctioned drawings from foundation to roof in M30 RCC including polyethylene overhead tank at 230 liters /seat including MS Ladder and frame and covers, for Ground floor CTB no RCC stair case, only MS ladder up to roof , for ground +1, ground + 2 CTB RCC staircase up to Terrace floor with Head Room as per design & drawing. M.S. spiral staircase must be provided as an emergency exit for CTB where seats exceed 20 seats per floor (separate emergency exit for male & female).

- ix. Toilet seats / W.C in Orissa make, one European WC for physically challenged persons, Brick masonry walls, caretaker space for counter, internal tiling work to the floors and dado work, RCC grills for the toilet seats, wash basin with mirror, exhaust fans, metered water connection from water main to the water tank and to the individual seats including water taps in each seat with all plumbing arrangements in CPVC pipes including traps, bends and fittings, metered electrical connection, collapsible gates to entrances, water proofing, soil pipes from toilet seats to the disposal point including inspection chambers, traps, bends and fittings, Plinth protection with kota tiles to the surrounding area and polished kota to the external walls upto 0.75 m above ground, disposal arrangement from the toilet block to the collection tank and to the discharge point including overflow arrangements from collection tank to the disposal point by way of laying sewer lines including inspection chambers or laying of sewer lines for sewer connected toilet blocks including inspection chamber or manholes wherever necessary.
- x. Painting of CTB :- Providing and applying first coat of approved water proof primer and two coats of water proof acrylic based exterior paint as per shade approved by Ward Executive Engineer / PMC.

12. **DIRECTIONS TO E-BIDDERS FOR PROGRAMME PUBLICITY AND FORMATION OF COMMUNITY BASED ORGANISATION (CBO) FOR RCC TOILETS**

The contractor and N.G.O shall be responsible for the Programme Publicity of the slum sanitation programme in slum community area, community participation, health and hygiene education, planning of sanitation facility, design, construction of Toilet Blocks, training etc., hence the contractor shall follow the overall policy frame work and guidelines of the SSP which is attached in (*section 17- Annexure-E-1*)

13. **DIRECTIONS TO E-BIDDERS FOR Programme, Publicity & CONSTRUCTION OF A COMMUNITY RCC TOILET BLOCK**

- a) It is proposed to carry out works of RCC type Toilet block as per the Bill of Quantities of respective tender.
These RCC toilet blocks may have two types of disposal system, as categorized below:-

Type 1: RCC + Ground + 1 and RCC + Ground + 2 with septic tank

Type 2: RCC + Ground + 1 and RCC + Ground + 2 with sewer line

Type 3 : RCC ground floor with septic tank.

Type 4 : RCC ground floor with sewer line.

- b) The Engineer reserves the right as to issue work order progressively.
- c) Then Ward Executive Engineer will issue a purchase order (PO) to the contractors for formation and registration of CBO within 45 days. If NGO/contractor fails to form the CBO within stipulated time of 45 days, a grace period of 15 days will be granted to contractor/ NGO by issuance of a letter to that effect, However, if the contractor fails to finalize and form CBO even during grace 15 days time period, a penalty at the rate of **Rs.500/- per day** from date of expiry of 45 days till the fifteen days thereafter and penalty of **Rs.1000/- per day** for the further period of fifteen days or till the date of formation of CBO whichever is earlier. These penalties shall be recovered from the running bills payable to the contractor. The decision of engineer regarding the penalty to be imposed will be final and binding. If the NGO/contractor fails to form the CBO, no payment on account of formation of CBO shall be applicable notwithstanding the fact that efforts were made by them for formation of CBO.
- d) PMC shall prepare Architectural drawings, colour scheme including logo of proposed community toilet blocks(CTB) as per the directions of the Dy.ChE(SSP) and get it approved from Municipal Architect and Ex. Engineer of respective ward and issue the drawings to contractors. PMC shall also submit RCC design of proposed community toilet blocks(CTB) and get it approved from Ex. Engineer of respective ward The contractor shall construct the CTB strictly as per Architectural and RCC design issued by PMC. The Architectural layout along with location sketch shall be prepared on the basis of the details given below. The Architectural drawing shall be submit in A0 (A-Zero) size blue print or AutoCad sheet in 5 set as per Standard Engineering Practices.
- e) The PMC shall submit the final layout including water supply arrangement, electrical installation drawing, etc. to the Engineer duly countersigned by the CBO's representatives.
- f) The Contrators shall submit concrete mix design as well as cube test results for the mix design.
- g) After the issue of Architectural and R.C.C. drawings, the contractor shall start the construction work in accordance with Architectural and structural drawings with details.
- h) The contractor shall obtain the stability certificate from the appointed PMC at plinth level & each slab level inclusive of roof level of the toilet block or as required by the Engineer.
- i) After completion of whole toilet block the contractor shall obtain completion drawings along with drainage layout and electrical installation arrangement marked on the drawings from the appointed PMC. Drainage/plumbing arrangement certified from licensed plumber as approved by BMC shall be submitted on completion of work. Also each completion drawing shall be signed along with seal of CBO & Architect.

Completion drawings shall contain name of Architect, License Plumber, and License Electrician with their license / registration Number there on. Only after the completion certificate accepted by Ex.Engg (Ward) and the letter issued to that effect to the contractor, it shall be considered that the work is completed. The concern Sub Engineer and Asstt. Engineer (SWM) Ward with CDO shall see to it that site is not handed over for operation to CBO unless the completion certificate issued by the Ex.Eng (Ward). The concern Ex. Eng. Shall ensures that each and every work including plumbing, water connection, electricity connection etc. are completed before issue of completion certificate.

14. Typical Layout Plans:

The typical layout plans at Section 16 of Typical Drawings.

15. Design Parameters:

The community toilet shall be designed on the basis of the following:-

The number of facilities required shall be worked out as per the norms for users per day as is given below in Table No.1.

TABLE 1: NUMBER OF W.C. BATHS, URINALS, CSP

Particulars	W.C.	Urinal Units	Other Facilities
Male	One seat per 35 for Male users,	Gents urinal 4 (as per available site condition & requirement)	1. Washing place in Gr.+2 storied, Ramp, Children squatting Pan as per requirement & site condition 2. Two European seat for physically challenged/ Senior Citizens users.
Female	One seat per 25 for Female Users	Ladies urinal 2 (as per available site condition & requirement)	3. One urinal = 250 personals (Ladies or Gents). 4. One European seat for every 10 seats with Flushing cistern/tank and Two way Bibcock with jet spray. 5. One WC with European seat having separate entry and exit for transgender with Flushing cistern/tank and Two way Bibcock with jet spray.
Transgender			

A European WC for Handicap shall be accessible from outside for 24 X 7

At least the existing number of facilities shall be provided in the proposed toilet where the demolition of the existing toilet has been proposed.

ii. **Size of the Facilities:**

The minimum internal sizes of various facilities are as follows:

W.C. & Ladies urinal	900 mm x 1200 mm
Urinals (Gents)	600 mm x 675 mm
WC for Transgender	1200mm x 1200mm

Total area of RCC community toilet block shall not exceed 5.0 sq.m./ seat for Sewer/ Septic Tank. Including common passage, Staircase etc.

iii. **Circulating Area :**

Circulating area (free area for users to move inside the toilet block) having 1.20 m to 2.5 m clear width, shall be provided with adequate light and ventilation.

iv. **Caretaker Space:**

Space for caretaker / counter for caretaker shall be provided at ground floor / first floor / second floor level as per type of toilet block to be constructed.

v. **Water Supply:**

The size of water connection will be decided by the Hydraulic Engineers Department depending upon the pressure and hours of the water supply. The water connection from the supply main will be made by the BMC. Providing and fixing Chlorinated Polyvinyl Chloride pipe with fittings from the supply main to the proposed site shall be done by the contractor including pumping arrangement and piping work in the toilet block.

A permanent metered connection shall be provided for the toilet block. The contractor shall provide the required water meter along with the chambers according to the rules of the Hydraulic Engineer's Department. All the charges and necessary deposits required to be paid to M.C.G.M. for making water connection to the RCC community toilet block shall be paid by contractor. The BMC/ Engineer shall issue recommendatory letter to the concerned authority. The cost of making water connection for construction purpose as well as for providing permanent metered connection shall be borne by the contractor including providing and laying CPVC. pipes from the water main to the toilet block, charges for testing water meter, providing and fixing water meter.

To ensure adequate and continuous water supply, the capacity of the underground storage tank shall be worked out on the basis of 560 litres. per W.C. seat

and the Over head tank will be half the capacity of the underground storage tank ie 280 liter/seat. If adequate water supply is not guaranteed by the concerned water department, on demand of the C.B.O. and after approval of the Engineer a bore well shall be provided near the location of the toilet block. A geological study should be carried out to ascertain availability of the adequate water source.

vi. **Light & Fans :**

The toilet block shall be well lighted by providing the common light point in the passage and it may be provided for four to five units of WC cubicles by limiting the partition wall 150 mm above door height. Preferably the switch board shall be nearer to caretaker's counter, for easy operations. Required number of exhaust fans at least one in each compartment shall also be provided for effective ventilation.

vii. **Disposal System:**

Arrangement for disposal of sewage from the toilets shall be provided with priority for connection to sewer. If there are no sewer line in the vicinity, toilet block should be connected to the septic tank.

viii. **Site Development :**

The layout of the community toilet shall be so prepared that sufficient open space is available for Tree Plantation/ Gardening, all around the community toilet to improve its aesthetic view and to make the surrounding area pleasant and attractive.

ix. **Hand wash basin :**

One wash hand basin for 10 seats and One for urinal separately.

16. Types of the Structure :

Toilet block shall be R.C.C. Frame type structure. It shall be designed keeping in view that the minimum life span of the structure shall be 30 years or more. The concrete used for the R.C.C. work shall be M30 Grade and above as per Structural design of PMC.

17. Anti termite treatment to soil (Pre-construction):

- (a) Time of application: Soil treatment should start when foundation trenches and pits are ready to take mass concrete in foundations, laying of mass concrete should start when the chemical emulsion has been absorbed by the soil and the surface is quite dry. Treatment should not be carried out when it's raining or when soil is wet with rain or sub soil water.

In the event of water logging of foundations, the water shall be pumped out and the chemicals emulsion applied when soil is absorbent.

- (b) Treatment of column pits well trenches and Basement excavation:- The bottom surface and the sides (upto a height of about 300mm) of the excavations made for column pits, wall trenches and basements shall be treated with the chemical at the rate of 5 lit/sq.mt of surface area.

After the column foundations, well foundations and the retaining walls of the basement come up the back fill in immediate contact with the foundation structure shall be treated at the rate of 15 lit/ sq.mt of the vertical surface of the sub-structure, for each site to. If water is used for ramming the earth fill the chemical treatment shall be carried out after the ramming operation is done by rodding the earth at 150mm centers close to the wall surface, and supplying the chemical with the above dose. The earth is usually returned in layers and the treatment shall be carried out in similar stages. The chemicals emulsion shall be directed towards the concrete or masonry surface of the columns and walls so that the earth in contact with these surfaces is well treated with the chemical.

- (c) Treatment for R.C.C. framed structure: This treatment is necessary to start from the bottom of excavation for columns and plinth beams. The treatment shall start at the depth of 500mm below ground level. From this depth, the backfill around the columns, beams and R.C.C. basement walls shall be treated at the rate of 15 lit/m² of the vertical surface.

Other details of treatment shall be as stated above.

- (d) Treatment of top surface of plinth filling: The top surface of the fittings earth within plinth wall shall be treated with Chemical emulsion at the rate of 5 lit/m² of the surface before the rubble soling or sub grade is laid. If the filled earth has been well rammed and the surface does not allow the emulsion to seep through; holes upto 50 to 75mm deep at 150mm center both ways may be made with crow bars on the surface to facilitate saturation of the soil with the chemical emulsion.
- (e) Treatment at the junction of the wall and the floor: Special care shall be taken to establish continuity of the vertical chemical barrier of inner wall surfaces from ground level upto the level of the filled earth surface to achieve this a small channel 30 + 30mm shall be made at the junction of wall and column with the floor before laying the sub grade or rubble and rod holes made in the channel upto the ground level 150mm apart and the iron rod moved backward and forward to break up the earth and chemical emulsion poured along the channel at the rate of 15 lit/m² of the vertical wall or column surface so as to soak the soil right to bottom. The soil should be tempted back into place after this operation.

- (f) Treatment of soil along external perimeter of building: After buildings is completed, provide holes in the soil with iron rod along the external perimeter of the building at intervals of about 150mm and depth 300mm and filling these holes with chemical emulsion at the rate of 15 lit/m² of the perimeter wall.
- (g) Treatment of surrounding pipes, wastes and conducts: When pipes wastes and conducts cater the soil inside the area of the foundation the soil surroundings the point of entry shall be loosened around each leak pipe, waste and conduct for a distant of 150mm and to a depth of 75mm before treatment is commenced when they enter the soil external to the foundations, they shall be similarly treated unless they start clear of the walls of the buildings but about 75mm for a distance of over 300mm.
- (h) Treatment for expansion joints: Expansion joints at ground floor level are one of the biggest hazards for termite infestation. The soil beneath these joints shall be received special attention when the treatment mentioned in para (d) is carded out. This treatment should be supplemented by treating through the expansion joint after the sub-grade of rubble has been laid at the rate of 2 lit/m² linear meter.
- (i) Out of four chemicals below only one shall be used for anti termite treatment to the soil with the concentration mentioned below:

	Name of Chemicals	Proportion to mix concentration by weight
1.	Dieldrin emulsifiable concentrates	0.5%
2.	Aldrin emulsifiable concentrates	0.5%
3.	Heptachlor emulsifiable concentrates	0.5%
4.	Chloradence emulsifiable concentrates	1.0%

This material (chemical) will have to be tested in Municipal laboratory before using on the site at the cost of the contractor. Site incharge will have to tally the results as stated above, before using the same. The approved agency will have to give ten years guarantee for the treatment carried out. In case of shortage / non-availability of above chemicals any other equivalent chemical may be used with prior approval of Engineer, for which no extra payment will be considered.

18. Description of Various items required for Construction of toilet blocks.

A) Flooring and Cladding (Dado) Material:

The material for flooring and dado work shall be used as per schedule given below in Table

TABLE: FLOORING & DADO MATERIAL

	W.C.	Urinal	Circulating Area/Passage Internal Wall	Remarks
Flooring	Ceramic Tiles	Ceramic Tiles	Polished Kota	1.8 mtr height green marble partition shall be provided in urinals and 15 mm CPVC pipes with cock. Tiles & dado shall not be more than of size 0.3 x 0.3 Meter.
Cladding of Dado	Ceramic Tiles	Ceramic Tiles	Ceramic Tiles	
Height of Dado work	2.20 m	2.20 m	2.20 m	

B) Doors & Windows:

Schedule for doors & Windows and other components is as follows:

i) Doors:

- a) Main entrance doors for Ladies & Gents Compartment each shall have collapsible gate having material as specified under Description of Items.
- b) Outer entrances shall be provided with collapsible gates.
- c) FRP frame and door shall be provide to W.C. Block.

ii) Windows:

- a) All ventilators shall be of RCC grill type.
- b) Sanitary & water fixtures :

Requirement for sanitary appliances are as follows:

C. Squatting Pan:

The squatting pan shall be made from ceramic and be of slow flush design. Clear space between the rear edge of the pan and wall shall range from 230 mm to 300 mm. Other requirements of squatting pans shall conform to IS 2556 (Part 1) 1994 and IS 2556. (Part 3)1994. Orissa type W.C. pans shall be provided to all toilet blocks. Minimum size of Orissa type W.C. pan shall be 58 cms.

a) Traps for Squatting Pans :

The traps shall be of a 20 mm water seal.

D. Wash Basins:

White Vitreous China Wash basin size 630x450 mm with a single 15 mm C.P. brass pillar taps. One (1) washbasin for ten seats and one for urinal.

19. General Requirements of the Toilet Block :

General requirements are as follows:-

- 1) The counter for the attendant shall be located to have overall control, with green marble top.
- 2) There shall be separate entrance for ladies compartment and gents' compartment. A ramp shall be provided for physically challenged users' alongwith M.S.Railing.
- 3) The urinal block for gents shall have independent entry & it shall be provided with 0.75 m green marble/ Granite partitions of the height of 1.8 m. The channel for disposing urine shall have proper slope. The arrangement for water supply shall also be provided for day to day regular cleaning.
- 4) The flooring shall be provided with proper slope to avoid stagnation and accumulation of water. Floor traps shall be provided wherever it is necessary.
- 5) All the plumbing work shall be done in Best Quality Chlorinated Polyvinyl Chloride (CPVC)
- 6) All the drainage pipes (rain water, soil pipes and vent pipes) & fittings of UPVC of ISI mark shall be used. All the waste water outlets shall be connected through gully traps. Nahani traps with Jali to be provided to wash basins and urinals.
- 7) The inspection chambers shall be constructed as per specification.
- 8) The water proofing treatment to terrace shall be done with brick bat coba with China Mosaic Chips top layer as per specification.
- 9) Electrical connections with tripping arrangement shall be provided.
- 10) Plinth protection for average width of 1.0.meter around the periphery of the toilet block with 23 cm dry rubble packing and 10 cm thick concrete in proportion 1:2:4 / M 15 grade shall be provided along with rough Kota tile .
- 11) In addition, polished Kota stone tiles as approved by ward Ex. Engineer to a height of 0.75 m above the ground level shall be provided to external walls all along the periphery of the toilet block.

Construction of temporary toilet block

- 12) The temporary toilet block shall be constructed for half of demolished toilet seats or as per Engineer's Instructions or as per site in charge instructions.
- 13) The 230 mm thick brick work for external wall shall be carried out with common burnt Clay non-modular bricks of class designation 7.5 in superstructure above plinth level up to all floor level in all shapes and sizes in: Cement mortar 1:4.
- 14) The 150 mm thick brick work for internal wall shall be carried out with common burnt clay F.P.S. (non modular- 150 mm width) bricks of class designation 7.5 in superstructure above plinth level up to all floor level (Fire Proof Specification) in all shapes and sizes in : Cement mortar 1:4
- 15) Temporary toilet block shall be constructed with Indian Orissa pan with necessary drainage arrangements including gully trap, s w pipe, inspection chamber, soak pit etc.
- 16) Roof to temporary toilet block shall be provided with GI pipe purlin and 6 mm thick Non-asbestos high impact Polypropylene reinforced cement corrugated sheet of approved make conforming to IS : 14871-2000 laying the same in position as per the stipulation in IS:3007-1991 using 8 mm dia. polymer coated iron L or J hook bolts, galvanized iron & bituminous washers ,or self-drilling fasteners and EPDM washers, galvanized iron clamps, nuts and bolts etc.
- 17) All the items considered in estimates are tabulated in section 15(A) of the tender document and shall be executed as per specifications of the items.
- 18) Items other than USOR regarding NGO activities shall be followed as per section 15(A) of the tender document.

20. Quality Assurance:

The work shall be carried out as per specifications and under the supervision of PMC, Licensed Plumber, Licensed Electrician appointed by the contractor for the work along with M.C.G.M. staff.

A Pour card shall be maintained before casting of the major concrete members (format attached separately in – section 17). All the construction material viz. cement, steel, sand, metal, bricks, water etc. should be tested in Municipal Laboratory at Worli.

21. Operation and Maintenance:

The contractor shall provide to the CBO an operational guideline for further maintenance of the toilet block which includes de-sludging the tank and address of the BMC's office and contractor office that will be providing the services. The contractor's N.G.O. shall carry out field/site visits for a period of FIVE years after handing over the toilet block to C.B.O. on quarterly basis or as suggested by the Engineer to keep watch over operation and maintenance of the toilet block. The information should then be submitted to the Asstt. Commissioner (Ward) in the proforma prescribed (in section 17, Annexure M-1) for the same to assess the performance of the local C.B.O.

The appointed contractor shall carry out desludging of such CTB, after handing over to the local CBO for period of 3 years (3 months interval) for which ward Executive Engineer will be pay the cost to contractor SWM revenue budget ward wise.

21. Other requirements:

- a) Any damage to municipal property / private property / utility during course of construction of toilet block, if any will be restored by the contractor at his own cost.
- b) The outlet of the overhead tank shall be provided with proper vent arrangement. The overflow pipe of overhead tank shall be provided with mosquito proof jali.
- c) Proper Vent arrangement shall be provided to septic tank by fixing vent pipes.
- d) Intercepting trap chamber shall be provided before connecting the toilet block to the main sewer line.

(Note: Connection to sewer / overflow upto 30 metre is included in the fair rate)

- The applicant/Bidder can quote any no. of bids as per his bid capacity, however, BMC reserves the right to allow maximum 3 bid to any successful bidder, beneficial to BMC.

SECTION 8

BILL OF QUANTITIES

(BOQ uploaded in tender document separately)

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SECTION 9
**GENERAL CONDITIONS OF
CONTRACT**

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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 “Contractor” shall mean the individual or firm or company whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company, but not (except with the consent of the Employer) any assignee of such person.

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

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

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

Note : The contract sum shall include the following –

- In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the Contractor's percentage.
- In the case of item rate contracts, the cost of the work arrived at after finalization of the quantities shown in schedule of items / **quantities** by the item rates

quoted by the tenderers for various items and summation of the extended cost of each item.

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

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

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

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

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

The Authority shall mean Brihanmumbai Municipal Corporation (BMC)

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

The Engineer in-charge shall mean the Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering department i.e. Dy.Ch.Eng/Ch.Eng. and shall mean and include all the successors in 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 of whatsoever nature required for the execution and completions of the Works and the remedying of any defects therein, but does not include plant material or other things intended to form or forming part of the Permanent Works.

The 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 construction works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

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

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

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

The "Site" shall mean the land and other places including water bodies more specifically mentioned in the 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 is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A Nominated Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work and/or routine maintenance in the Contract, which includes work on the Site.

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

Variation means a change to the:-

- i) Specification 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 construct, install, maintain, and turn over to the Employer. Routine maintenance is defined separately.

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

2. **Interpretation**

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.

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).

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

- 6.1 Unless specifically mentioned in the contract subletting will not be allowed. Subletting, where otherwise provided by the contract shall not be more than 25% of the contract price.
- 6.2 The Contractor shall not be required to obtain any consent from the Employer for:
- a. the sub-contracting of any part of the Works for which the Subcontractor is named in the Contract;
 - b. the provision for labour, or labour component.
 - c. the purchase of Materials which are in accordance with the standards specified in the Contract.
- 6.3 Beyond what has been stated in clauses 6.1 and 6.2, if the Contractor proposes sub contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:
- The Contractor shall not sub-contract the whole of the Works.
 - The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the BMC and shall not relieve the Contractor of any responsibility under the Contract.

- 6.4 The Engineer should satisfy himself before recommending to the Employer whether
- a) the circumstances warrant such sub-contracting; and
 - b) the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him.

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

- 9.1 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

- 12.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- a) Loss of or damage to the Works, Plant and Materials;
- b) Loss of or damage to Equipment;
- c) Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) Personal injury or death.

- 12.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 12.3 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

- 12.4 Both parties shall comply with any conditions of the insurance policies.

- 12.5 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premiums shall be debt due.

13. Site Investigation Reports

- 13.1 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

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

15. Contractor to Construct the Works and Undertake Maintenance (if specified in the tender)

- 15.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings and as per instructions of the Engineer.

- 15.2 The Contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The Contractor shall deploy the equipment and machinery as required in the contract.

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

- The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to

public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

- The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
- The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

16. The Works and Routine Maintenance 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 and Routine Maintenance, if specified in the tender, in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

17. Approval by the Engineer

17.1 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.

17.2 The Contractor shall be responsible for design and safety of Temporary Works.

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

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

17.5 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, both during construction and maintenance, clear of unnecessary obstruction so as to avoid danger to the persons and the users.

- Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.

18.2 Safety Programs:-

- I. Have adequate safety supervision in place to ensure that safety programs set up by the firms/agencies are in compliance with prevalent laws and regulations.
- II. Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.
- III. Monitor day to day implementation of safety procedures.

18.3 First Aid Facilities: -

- At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- The first-aid box shall be distinctly marked with a red cross on white background.
- Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- Nothing except the prescribed contents shall be kept in the First-aid box.

- 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.
- A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

19. Discoveries

- 19.1 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

- 20.1 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

- 21.1 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 make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute,

obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the Engineer may also alter or vary the levels or position of nature of works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided under condition no.10(a) hereinafter.

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

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

B. Time Control

23. Programme

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

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

- 23.2 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/equipments 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.
- 23.3 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.

- 23.4 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.
- 23.5 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 the 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 E.E. (SSP) and respective Zonal DMC 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 for which extension is being granted, 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

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

27. Quality Control

- 27.1 Work to be open to Inspection and Contractor or Responsible agent to be present**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Eng-in-charge and his subordinates and the contractor shall at all times during the usual working hours, at all other times, during the usual working hours and at all other times at which reasonable notice of the intention of the Eng-in-charge and his subordinates to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have responsible agent duly accredited in writing present for that purpose. Order given to the

contractors' duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

27.2 Notice To Be Given Before Work Is Covered Up

The contractor shall give not less than ten days' notice in writing to the Eng-In-Charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof taken before the same is so covered up or placed beyond the reach of measurements and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Eng-In-Charge or his subordinate in-charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractors expenses, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

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

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

27.4 Ready Mix Concrete/ Asphalt Mix

- (i) The contractor shall have to arrange Ready Mix concrete (RMC)/Asphalt from RMC/ASPHALT producing plants registered with BMC.
- (ii) The contractor shall, within 7 days of award of the work, submit a list of at least three RMC/Asphalt producers with details of such plants including details and number of transit, mixers & pumps etc. to be deployed indicating name of owner/company, its location, capacity and technical establishment.

The Engineer-in-charge will reserve right to inspect at any stage and reject the concrete if he is not satisfied about quality of product at the user's end.

- (iii) The Engineer-in-charge reserves the right to exercise control over the:-
 - a) Calibration check of the RMC/Asphalt plant.
 - b) Weight and quantity check on the ingredients, water and admixtures added for batch mixing for RMC plants

- c) Time of mixing of concrete/grade of asphalt.
- d) Testing of fresh concrete/asphalt mix, recording of results and declaring the mix fit or unfit for use. This will include continuous control on the work ability during production and taking corrective action, if required.
- e) For exercising such control, the Engineer-in-charge shall periodically depute his authorized representative at the RMC/Asphalt plant. It shall be responsibility of the contractor to ensure that all necessary equipment, manpower & facilities are made available to Engineer-in-charge and or his authorized representative at RMC/Asphalt plant.
- f) All required relevant records of RMC/Asphalt mix shall be made available to the Engineer-in-charge or his authorized representative. Engineer-in-charge shall, as required, specify guidelines & additional procedures for quality control & other parameters in respect of material production & transportation of concrete mix which shall be binding on the contractor & the RMC/Asphalt plant. Only concrete as approved in design mix by Engineer-in-charge shall be produced in RMC plant and transported to the site.
- g) The contractor shall have to produce a copy of challan receipts/SCADA reports/VTS reports as issued by the RMC/Asphalt plant as a documentary proof in lieu of supply of RMC/Asphalt mix before releasing payment.
- h) Rebate of Rs. 1000/- per Cu. M. shall be taken for non-using the RMC.

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 to uncover 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.

29. Tests

- 29.1 For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum of equipments as specified in the Contract Data. The contractor shall be solely responsible for:
 - a. Carrying out the mandatory tests prescribed in the Specifications, and
 - b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

- 29.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification/ Quality Assurance Handbook to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.

When required by the Engineer-in-charge the contractor(s) shall supply for the purpose of testing samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be in suitable packages to contain them and shall be provided free of charge by the contractor. The cost of testing shall be borne by the contractor even if the result of the sample confirm or do not confirm to the relevant BIS code specifications.

- i. All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contractor himself.
- ii. The failed material shall be removed from the site by the contractor at his own cost within a week time of written order of the Engineer-in-charge.

29.3 Setting of Site Laboratories (Applicable for works costing more than Rs,5 Crore:

Contractors shall set up a laboratory at site before commencement of work at their cost for performing various tests and at least the following machines and equipments shall be provided therein -

- 1) Set of Sieves as per I.R.C. /I.S.
- 2) Compressive Testing Machine (For new works)
- 3) Oven, Electrically Operated
- 4) Weighing Balance (20 kg capacity)
- 5) 3 m straight edge
- 6) Sieve shaker
- 7) First Aid Box
- 8) Measuring Jar (for silt content)
- 9) Other Machines/apparatus as may be directed by the Engineer
- 10) Vernier Caliber
- 11) Level / Theodolite

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

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

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

30. Correction of Defects noticed during the Defects Liability Period.

- a) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 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

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

C. 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. However latest circular in force will govern.

33. Payments for Variations

- 33.1 If rates for Variation items are 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.
- 33.3 However latest circular in force will govern.

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 for construction work:

- a) A bill shall be submitted by the Contractor monthly or before the date fixed by the Engineer In-charge for all works executed in the previous month, and the Engineer In-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer In-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and Engineer In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- b) The Engineer shall check the Contractor's fortnightly/monthly 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 measurements by the Engineer.
- 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 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 Engineer

In- charge. The charges to be made in the bills shall always be entered at the rates specified in tender.

36 Payments:

The payment schedule is given below:

a) NGO Activity:

The payment for the NGO activity shall be paid along with the installment shown in 36- a) at the same rate as shown against the every stage therein depending upon type of toilet block. The payment for NGO activity shall be paid as per following table-

Installment	Stages	Percent of the amount to be paid for the individual toilet block
I	After formation of CBO & registration of CBO with Charity commissioner.	50%
II	After executing MOU & Handing over toilet block between BMC & CBO.	50%

Note:- If existing CBO is working properly & ward executive engineer in consultation with AE (SWM) feels to continue the same CBO then only 50% payment will be made to the contractor for NGO activity i.e. execution of MOU& Handing over toilet to CBO.

b) Construction Activity:

Toilet Block connected to Sewer line –

Installment	Stages	Percent of the amount to be paid for the individual toilet block
I	Completion of Plinth Level	30%

II	Completion of First slab	10%
III	Completion of RCC work	15%
IV	Completion of brickwork and plastering work	15%
V	Completion of toilet block	15%
VI	Sewer, Water & electric connection, handing over to C.B.O. for commissioning	15%

Toilet block connected to Septic Tank -

Installment	Stages	Percent of the amount to be paid for the individual toilet block
I	Completion of Plinth Level	35%
II	Completion of First slab	10%
III	Completion of RCC work	15%
IV	Completion of brickwork and plastering work	15%
V	Completion of toilet block	10%
VI	Water & electric connection, handing over to C.B.O. for commissioning	15%

NOTE:-

- I.** Plinth Level: All R.C.C. work upto plinth level including U.G. tank, footing, plinth beams, P.C.C. at plinth level, septic tank, etc.
- II.** First Slab: All R.C.C. works including beams, columns, slab at first floor level complete.
- III.** Completion of R.C.C Work: All R.C.C. frame structure with O.H. Polyethylene tank etc. complete.

- IV. Completion of brickwork and plastering: All brickwork, plaster of entire community toilet block complete.
- V. Completion Stage: All painting, fixing doors windows, R.C.C. Grills, all tiling work, plumbing work, internal electrification work and extension of electrical and water conduits upto connection point
- VI. Commissioning Stage: Water, electric & drainage connection & handing over of toilet block to C.B.O. **including signing Memorandum of Understanding.**

NOTE: 1) 'Area of toilet block' is built up area including (internal and external walls) which includes area for water closets (W.C.), urinals, squatting platform for children, European toilet area, passages and covered staircase (in the form of roof slab and side walls) utilized for approach to upper floors, roof. RCC Steps provided externally (uncovered) acting as staircase, Entrance steps, chajja or ramp etc. shall not be included while computing 'Area of toilet block' and need not be considered for extra payment. The bidders should account for the same while quoting the rates.

Unit rates and prices shall be quoted by the E-Bidder in Indian Rupee

- 2) Drainage connection includes connection to main sewer / existing sewer upto 30 metres of length of sewer line from CTB (Sewer trap / manhole). The payment for commissioning stage of CTB includes upto 30 metres of sewer connection to main sewer / existing sewer from sewer trap manhole of CTB.
 - a) *External staircase up to its roof level including its head room area will not be accounted for while computing 'Area of the toilet block'*
 - b) M.S. Ladder will not be paid separately.
 - c) The suction tank / overhead tank / septic tank will not be paid separately.
 - d) Entrance steps /ramp to toilet block will not be paid separately and will not be accounted for while computing the 'built up area'/'Area of the Toilet block'.
 - e) Cutout, court yards, chowks, etc. will not be accounted for while computing the built up area.

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

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**

The tenderer shall quote inclusive of all taxes other than GST (Excluding GST), Levies, Duties, 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. Circular no.CA/F/Project/28 dt. 28.03.2023 will be applicable.

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.

- a) **The liquidated damages for the individual community toilet block will be rupees 1000/- (Rs. One Thousand only) per day per community toilet block. The maximum amount of liquidity damages for the whole of work is 10 % of final contract price.**

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.

D. Finishing the Contract

42. Completion of Construction and Maintenance

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

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 Crore	Rs.10 Lacs or final bill amount whichever is more
2	Upto Rs.25 Crore	Rs.1 Crore or final bill amount whichever is more
3	Upto Rs.50 Crore	Rs.2 Crore or final bill amount whichever is more
4	Upto Rs.100 Crore	Rs.4 Crore or final bill amount whichever is more
5	More than Rs.100 Crores	Rs.7 Crore or final bill amount whichever is more

The contractors 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 30 days.	Equal to 5 % of bill amount.
Next 15 day's upto 45 days from the date of completion/running bill upto specified date.	Equal to 10 % of bill amount

If not submitted within 45 days from the date of completion/RA Bill	Bill will not be admitted for payment.
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45. Operating and Maintenance Manuals

45.1 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.

45.2 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 for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.
- f) The Contractor fails to provide insurance cover as required under relevant clause.
- g) If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the Contract.
- h) If the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- i) Any other fundamental breaches as specified in the Contract Data.

- j) If the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

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

48.1 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 for the engagement of all staff and labour, 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

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

2 Furthermore, the Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non- observance of the provisions stipulated in the notifications/bye laws/ Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance guarantee. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

3 The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.

- 4 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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 or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

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 Typical community toilet drawing
- 9 Standard General Conditions of Contracts (GCC)
- 10 All correspondence documents between bidder/contractor and BMC.
- 11 Documents about NGO.

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:

- 1 made a complete and careful examination of the tender;
- 2 received all relevant information requested from the Authority;
- 3 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
- 4 Agreed to be bound by the undertakings provided by it under and in terms hereof “The Authority” shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or

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

58 Right to accept or reject any or all Applications/ Bids

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

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

- (1) At any time, a material misrepresentation is made or uncovered, or
- (2) 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-

- 1 Stipulates the validity period less than 180 days.

- 2 Stipulates own condition/conditions.
- 3 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. 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 sent in writing/ Fax/ Email to all those who have purchased the tender.

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

Preparation and Submission of Application

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 in the format specified at Appendix-I, together with the documents, upload in folder as "VENDOR" together with their respective enclosures

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

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 ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the hydrological and climatic conditions.
- 2) The Employer may make available to the Contractor data on hydrological and sub- surface conditions as obtained by or on his behalf from investigations relevant to the works but the Contractor shall be responsible for his own interpretation thereof. The contractor shall engage his investigating agency with prior approval of the Engineer 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
- The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price.
- 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 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.

8) **Contractor's office near works:**

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

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 any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.

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 Municipal Corporation of Greater Bombay or its Engineer or Officers in making periodical or final payments or in any other respect whatever.

73. Settlements 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 minimum three officers i.e. concerned Deputy Municipal Commissioner, concerned Assistant Commissioner & Chief Accountant (Finance). The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the

decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

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. All disputes or differences in respect of which the decision (if any) of the Commissioner has not become final and binding as aforesaid shall be finally settled by Arbitration as follows:

Arbitration shall be effected by a single arbitrator agreed upon the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within the limits of Brihanmumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision. No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid. All awards shall be in writing and for claims equivalent to 5,00,000 or more such awards shall state reasons for amounts awarded. The expenditure of arbitration shall be paid as may be determined by arbitrator.

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

75 Copyright:

The copyright of all drawings and other documents provided by the Contractor/Consultant 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'.
 - iii) 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:

$$VM = \frac{(0.88 R)}{100} \times \frac{30 \times (I - IO)}{IO}$$

b) Formula for Material component :

$$VM = \frac{(0.88 R \times 70 - C)}{100} \times \frac{(W - WO)}{WO}$$

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 of materials 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.
- c) 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.
- 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) of GCC / amendments or updates as per latest circular 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
Upto 12 Months	No Variation allowed
Above 12 Months to 24 Months	5%
Above 24 Months	10%

- **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 and then the maximum limit of original slab will prevail.
- 2) Operative period shall mean original or extended time period of contract.

For example:

Extension of Time period	Maximum Price Variation
If original period of 11 months including monsoon extends to 16. The operative period will be 11+5 months.	No variation allowed

If original period of 11 months excluding monsoon extends to 16. The operative period will be 11+5 months.	Maximum 5% variation allowed
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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:

Interim Payment :

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

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

- iii) 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 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 Joint Venture: (Joint Venture is Not Allowed for This Project)

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 $\frac{1}{4}$ 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 : **$7\frac{1}{2}$ 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.

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 unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been

passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 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 because notice shall necessarily be issued to the contract as to why the contract should not be terminated.

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.

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

sell on account of the Contractor at his risk in all respects and certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds an expense of any such sell be final and conclusive against the Contractor.

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.
- (c) Where the Engineer required to Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the Contractor shall be entitled to apply to the Engineer within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained ideal on the site

of on the account of his having an to pay the salary of wages and labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect of any such suspension whatsoever occasion by unsatisfactory work or any other default on his part, the decision of the Engineer in this regard shall be final and conclusive against the contractor.

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

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

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

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

89. Prevention of Fire:

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Engineer In-charge. When such permit is given, and also in all cases when destroying cut or dug up trees' brushwood, grass, etc., by fire, the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor

shall make his own arrangements for drinking water for the labour employed by him.

90. Compensation for all damages done intentionally or unintentionally by contractor's Labour 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 case of any class of work for which there is no such specifications, such works shall be carried out in accordance with the specifications and in the event of there being no such specifications, then in such case, the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer In-charge.

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 equipment so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipment by those concerned.
- (iv) When the work is carried on in proximity to any place where there is risk or drawing all necessary equipment 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. No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance of works, on account of any delay in according to sanction of estimates.

95. 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 no 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.

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SECTION 10
**SPECIFICATIONS & SELECTION OF
MATERIAL**

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SPECIFICATIONS & SELECTION OF MATERIAL

The tender is prepared on the basis of Unified Schedule of Rates and specifications 2023. The specifications of the items of USOR are available on BMC portal <http://portal.mcgm.gov.in> under the Tender tab. Hence the deserving contractor shall either download the same from BMC portal or the same may be collected in the soft copy format at the time of purchasing the tender from this office. Items estimated in this tender are tabulated below-

Sr.No.	Item code	Sr.No.	Item code	Sr.No.	Item code
1	R3-CS-EW-1	29	R3-CS-FL-43-j	57	R3-CS-PN-2
2	R3-CS-EW-2-a	30	R3-CS-FL-4-c	58	R3-CS-PN-12-b
3	SE-1-2	31	R3-CS-FL-38-d	59	R3-CS-WP-24
4	R3- CS-AT-1	32	R3-CS-FL-21-d	60	R3-CS-WP-37
5	R3-CS-EW-26	33	R3-CS-FL-28-d	61	R3-CS-WP-49
6	R3-CS-CW-3-a-2	34	R3-CS-SL-04	62	R3-CS-FL-04-c
7	R3-CS-CW-6-b	35	R3-CS-PV-01	63	R3-CS-PS-7-g
8	R3-CS-MW-3-b	36	R3-CS-PV-02	64	R3-CS-PS-132-a
9	R3-CS-MW-11-b	37	R3-CS-PS-1-a	65	R3-CS-PS-133-a
10	R3-CS-PL-05	38	R3-CS-PS-2-a	66	R3-CS-PS-228
11	R3-CS-PL-02	39	R3-CS-PS-22	67	R3-CS-PS-194
12	R3-CS-PL-16-c	40	R3-CS-PS-7-a	68	R3-CS-PS-259
13	R3-CS-PL-15-b	41	R3-CS-PS-166-a-2	69	R3-CS-PS-18-a
14	R3-CS-PL-8-c	42	R3-CS-PS-27-b-1	70	R3-CS-PS-87-c
15	R3-CS-CW-7-a	43	R3-CS-PS-31-b	71	R3-CS-PS-203
16	R3-CS-CW-7-b	44	R3-CS-PS-163-a	72	R3-CS-PS-204
17	R3-CS-CW-7-c	45	R3-CS-PS-163-b	73	R3-CS-PS-126
18	R3-CS-CW-7-d	46	R3-CS-PS-164-b	74	R3-CS-PS-87-d
19	R3-CS-CW-7-e	47	R3-CS-PS-192	75	R3-CS-PN-10
20	R3-CS-CW-7-f	48	R3-CS-PS-85-a	76	SO5-SPTNK-02
21	R3-CS-CW-17	49	R3-CS-PS-87-b		

Note - Items other than USOR regarding NGO activities shall be followed as per section 15(A) & section 15(B) of the tender document.

SELECTION OF MATERIAL

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

SECTION 11
FRAUD AND
CORRUPT PRACTICES

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FRAUD AND CORRUPT PRACTICES

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

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

For the purposes of this Sub-Clause:

- i. **“corrupt practice”** is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. **“Another party”** refers to a public official acting in relation to the procurement process or contract execution. In this context, **“public official”** includes Financier staff and employees of other organizations taking or reviewing procurement decisions.
- iii. **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iv. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- v. **“coercive practice”** is impairing or harming, or threatening to impair or harm,

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

- vi. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- vii. Acts intended to materially impede the exercise of the Financer’s inspection and audit rights provided.
- viii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.
- ix. “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.
- x. a “party” refers to a participant in the procurement process or contract execution.

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SECTION 12
PRE BID MEETING

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PREBID MEETING

There is no pre-bid meeting for these bids as the tender is an extension of Lot 12 and there is enough clarity to the bidders regarding the proposed works.

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SECTION -13
LIST OF APPROVED BANKS

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LIST OF APPROVED BANKS

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

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

List of approved Banks:- (Please refer Circular u/no.FBK-24127.11.2019

A	SBI and its Subsidiary Banks
1	State Bank of India
2	State bank of Bikaner & Jaipur
3	State bank of Hyderabad
4	State bank of Mysore
5	State bank of Patiyala
6	State bank of Saurashtra
7	State bank of Travankore
B	Nationalized Banks
8	Allahabad Bank
9	Andhra Bank
10	Bank of Baroda
11	Bank of India
12	Bank of Maharashtra
13	Central Bank of India
14	Dena Bank
15	Indian Bank
16	Indian Overseas Bank
17	Oriental Bank of Commerce
18	Punjab National Bank
19	Punjab & Sindh Bank
20	Syndicate Bank.
21	Union Bank of India
22	United Bank of India
23	UCO Bank
24	Vijaya Bank

24 A	Corporation Bank
C	Scheduled Commercial Bank
25	Bank of Madura Ltd
26	Bank of Rajasthan Ltd
27	Banaras State Bank Ltd
28	Bharat Overseas bank
29	Catholic Syrian Bank Ltd
30	City Union bank Ltd
31	Development Credit Bank
32	Dhanalaxmi 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	Karur Vysya 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	Vyasha Bank Ltd.
D	Scheduled Urban Co-op Banks
49	Abhyudaya Co-op Bank Ltd
50	Bassein Catholic Co-op Bank Ltd
51	Bharat Co-op Bank Ltd
52	Bombay Mercantile Co-op Bank Ltd
53	Cosmos Co-op Bank Ltd
54	Greater Mumbai Co-op Bank Ltd
55	Janata Sahakari 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 GSB 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 Vitthal Co-op Bank Ltd
64	Mahanagar Co-op Bank Ltd

65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Banks
67	ABM AMRO (NY) Bank
68	American Express Bank Ltd.
69	ANZ Grinlays Bank Ltd
70	Bank of America N.T. & S.A.
71	Bank of Tokyo Ltd
72	Bankindosuez
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.

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SECTION -14
APPENDIX

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FORM OF TENDER

To

The Municipal Commissioner for Greater Mumbai

Sir,

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

-
- 1 Notice inviting tender.
 - 2 Directions to tenderers (General and special)
 - 3 General condition of contract for Civil Works of the BrihanMumbai Municipal Corporation as amended up to date.
 - 4 Relevant drawings
 - 5 Specifications.
 - 6 Special directions
 - 7 Annexure A and B.
 - 8 Bill of Quantities and Rates.

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

to.....
.....
.....
.....

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

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

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

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

3 According to your requirements for payment of Earnest Money amounting to Rs.____/-(Rupees in words)

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

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

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

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

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

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

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

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

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

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

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

compensate the 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.
2.
3.
4.
5.

Name of Bank

.....

Name of Branch

.....

Vender

No.

.....

AGREEMENT FORM

Tender / Quotation

dated 20...

Standing Committee/Education Committee Resolution No.

.....
CONTRACT FOR THE WORKS

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

This agreement made this day of

.....
Two thousand

.....
Between.....

...
.....

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

.....
.....

in Bombay under the style and name of Messrs.'

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

.....
.....

the Director(E.S.&P.) (hereinafter called "the commissioner" in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Director (E,S.& P)of the second part and the BrihnMumbai 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

1. 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.

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

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

Signed, Sealed and delivered by the contractors

In the presence of

Full Name

Address

Trading under the name and style of

Contractors

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

Ex. City/ WS/ ES

Director (ES&P)

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

1.

1.

2.

2.

And in the presence of the Municipal Secretary

Municipal Secretary

ANNEXURE A

Name of work: Programme, Publicity & Construction of RCC ground/ Ground +1/ Ground +2 Storied Community Toilet Blocks in slums of BMC.

- | | | |
|----|------------------------------------|---|
| 1) | The Engineer for this work: | Executive Engineer (Wards)
Asst Commissioner (Wards) |
|----|------------------------------------|---|

2)	Estimated cost of Tender:	
Sr No	Description of Work	Total Amount Rs
1	Civil Work (Part A)	
2	Desludging of Septic tank (Part –B)	
3	Total Amount	

- | | | | |
|----|--|-----|----|
| 3) | Earnest Money (1% of the Estimated cost) | Rs. | /- |
|----|--|-----|----|

4)	Time Period	
	Contract as a whole Period completion	24 Months (Incl. of Monsoon.)

- 5) Percentage to be charged as supervision charges for the work got executed through other means 15 percent.
- 6) The “Actual cost of the work” shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor's percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided in price variation clause as amended up to date
- 7) In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account

of price variation claims as provided in extra excess conditions as amended up to date.

- 8) In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

ANNEXURE B

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

Signature of Tenderer/Bidder

ANNEXURE C

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

- I, _____ of _____, do hereby declared and undertake as under.
1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
 2. I declare that I _____ in capacity as Manager/ Director/ Partners/ Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government 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 GUARANTEE

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 contractor') of the second part Shri. _____

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and THE BRIHNMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the contractors have submitted to the Commissioner tender for the execution of the work of " _____ and the terms of such

tender /contract require that the contractors 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 contractors 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 contractors, 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 contractors are constituents of the Bank and in order to facilitate the keeping of the accounts of the contractors, the Bank with the consent and concurrence of the contractors 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 contractors(hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do , a sum not exceeding

in the whole Rs. _____ (Rupees _____) under the terms of the said tender and /or the contract .The B.G. Is valid up to _____” Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee shall remain in force up to _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS (1) _____

Name and _____

address _____

WITNESS (2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer’s _____

_____ (Name of the Bank)

WITNESS (1) _____

Name and _____

address _____

WITNESS (2) _____

Name and _____

For Messer’s _____

address _____

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

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

ANNEXURE D

Rate Analysis

Description of Item:

Sr	Description of Rate Analysis Parameters	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be				
2	Machinery Hire Charges				
3	Labour Type		(Labour Components		
4	Total of all Components				
5	Overhead & Profit 15% on 4				
6	Total Rate (4+5)				
7	Per unit Rate				

Sign and seal of the Tenderer

PROFORMAS:

PROFORMA- I

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

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

NOTE:

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

PROFORMA- II (FINANCIAL CAPABILITIES)

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

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

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

PROFORMA- III

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

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

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

PERSONNEL:

<u>PROFORMA- IV</u>					
Sr. No.	Post	Name	Qualification	Work Experience	
		(Prime Candidate/ Alternate)		No. of Years	Name of Projects
1					
2					
3					
4					

NOTE: 1. Consent letters from NGO, licensed Architect and Structural Engineers registered with BMC must be furnishes in **packet- A**

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

MACHINERY: (for special work only)

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

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

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

PROFORMA - VI/ A

Details of Existing Commitments and on-going works -

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

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

PROFORMA - VI/ B

Details of works for which bids are already uploaded -

PROFORMA - VI/ B						
Description of work	Place	Name & Addresses	& Value of Contract	Time Period	Date on which decision is	Remarks

		employee	Rs.		expected	
1	2	3	4	5	6	7

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

PROFORMA-VII :

LITIGATION HISTORY

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

Note: Scan attested copies of documents should be annexed and uploaded

ANNEXURE -E

As per circular u/n.CA/F/PROJECT/19/DATED.15.09.2017

Irrevocable Undertaking

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

1. I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to 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 won knowledge & belief.

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me

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SECTION -15A
SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

1. The representative of the Engineer for this work will be from the office of Ward Executive Engineer.
2. The Tenderer(s) should simultaneously work at number of places or more and complete the work within contract period.
3. No extra payment shall be admissible for dewatering the trenches, carrying the material by head load transport or approaches to the work site.
4. If need arises, and as directed by Engineer in charge, contractor shall have to execute, within the contract cost, the work of construction of Ground/ Ground + 1 / Ground + 2 storied toilet blocks, anywhere in Mumbai at the same percentage quoted, No any claim for additional payment will be entertained." However if situation arises to give allotment of work to the contractor of other zone, central agency will look into it as Zonal DMC will not have purview on the contractor of other zone and decision of D.M.C.(SWM) in this regard shall be binding to the contractor.
5. Quantities of all items provided in the B.O.Q. may not be required to be executed depending upon the site conditions. The tenderer(s) shall not be entitled for any compensation on this account. Before starting the work Tenderer(s) shall consult with the Site Engineer and shall take actual measurements on the site for procurement of material.
6. If due to small quantity of concrete (Less than 10 Cu.m.) or if concrete is not to be used as structural concrete mix of equivalent strength may be made on site using concrete mixture with the permission of Engineer, not below the rank of Executive Engineer. Mix design to be approved by concerned Executive Engineer of Ward. **However, rebate of Rs. 1000/- per Cu. M. shall be taken for non-using the RMC.**
7. While constructing, provision for slopping ramp of at least 1.20 m width or as directed by engineer, shall be made for convenience of physically challenged persons.
8. The full time services of the Personnel Team of the Tenderer(s) is mandatory during the entire period of the project.
9. Tenderer(s) should note since the work is to be completed expeditiously. The work should be in progress at several community toilet locations as per required progress. The Tenderer(s) should put in sufficient resources so as to ensure that the work is completed within the prescribed time period. Time is the essence of the contract. For this purpose, the tenderer(s) may be required to submit a PERT CHART showing the proposed schedule on which basis they intend to execute the work within the prescribed time period. The Tenderer(s) will have to submit BAR CHART, PERT Chart within 15 days from the issue of work order failing which a penalty of **Rs. 2000/- per day** will be imposed to the contractors. The PERT chart shall be got approved from the concerned Executive Engineer of Ward.

10. The tenderer(s) shall carry out subsoil exploration / investigations at the site at his own cost wherever required and as per the directions of Site in-charge.
11. If concrete surface Finish of work is not as per specified class of finish etc. and honeycombing is observed in the surface then to be demolished & redone, **penalty of Rs. 5000/- per Sq.m. will be imposed.**
12. If the structures/encroachments including utilities coming in the alignment of the proposed work, the contractor shall have to arrange for the carrying out detail total station survey of the structures/encroachments at his own risk and cost and the tenderer(s) have to quote accordingly while bidding for the work. No separate payment will be made. The utilities coming in the alignment of the of work shall be diverted by the tenderer at his risk and cost.
13. The contractors shall get the structures demolished in coordination with site in-charge from concerned Assistant Engineer of respective ward for necessary working place to be made available for the subject work.
14. The contractor should quote for number of tenders as per bid capacity. If any contractor becomes non responsive due to inadequate bid capacity in any one bid invited by SSP department for Lot-12 tenders, he shall be treated as non-responsive for all the bids quoted by him for Lot-12 tenders.
15. It will be the responsibility of the contractors to arrange for a joint inspection with concerned ward executive engineer in every quarter of the year after completion of the work till the expiry of defect liability period and also 4 weeks before expiry of the defect liability period. Further, if the contractor fails to do so, the observations made by the staff during site inspection will be considered for the purpose of noting the defects.
16. The Water & Electrical connection as per B.O.Q. shall be first provided to temporary toilet blocks in the name of BMC (Ward Executive Engineer / Assistant Engineer (maint.) and on completion of community toilet block the water connection and electrical connection shall be transferred in the name of CBO. However, the Water & Electrical bills while the facility is used for temporary toilet block will be paid by Ward Executive Engineer / Assistant Engineer (maint.) from the budget head already available with respective ward to provide water & electricity to toilet blocks.
17. Contractor shall make necessary arrangements for storage of water for temporary toilet blocks for which no extra cost will be paid to the contractor.
18. The fly ash bricks can be used instead of regular bricks if they are available at same cost of 7.5 clay bricks & with prior permission of Ward Executive Engineer & no extra payment shall be made against use of fly ash bricks.
19. The applicant/Bidder can quote any no. of bids as per his bid capacity, however, BMC reserves the right to allow maximum 3 bid to any successful bidder, beneficial to BMC.

20. If the performance of present CBO is found good the tenderer / bidder can continue same CBO and decision regarding this can be taken by Ward Executive Engineer in consultation with respective AE (SWM) of Wards. In this case item of CBO formation will not be executed. Executive Engineer of concerned ward shall take note of this.
21. The Prefabricated toilet blocks have not consider in this tender, however if the cost of pre-fabricated toilet blocks is same or more as of estimated temporary toilet block then these item can be executed with approval of respective ward Ex Engineer & Assistant Commissioner of ward at the same cost of that of temporary toilet block. No extra payment or item shall be allowed.
22. "Provision of ground floor RCC CTB in this tender for small size CTB (with minimum 6 seats and maximum 10 seats) restricting up to 20% to the tender quantity of respective wards as per the site conditions." is made.
23. If any of the ward does not have requirement of only Ground floor toilet; the same quantity (BOQ) can be utilized for construction of G + 1/ G + 2 toilets by operating G + 1/ G + 2 upper floor toilet item as per requirement of Executive Engineer of concerned ward. However,, vice versa shall not be permitted.
24. "The identified quantities (BOQ) of CTB with septic tank can be utilized for construction of CTB with sewer connection, with respective difference in the rate of construction of CTB with septic tank to construction of CTB with sewer connection to be recovered and vice versa at Asstt. Commissioner of respective wards level. This allowance of inter-changeability of items while execution will be allowed." The said interchangeability is allowed within contract cost only.
25. In tender, where wards have not submitted exact quantities of demolition, quantity for demolition of existing RCC toilet blocks and load bearing toilet blocks is considered as 50% each of total quantity of demolition. In such cases, if actual quantity of RCC is greater than quantity of load bearing toilet blocks, the quantity of load bearing can be utilized and vice versa. The said interchangeability is allowed within contract cost only.
26. For all the interchangeability of B.O.Q. items, the prevailing circular at that time will govern excess saving within the contract cost.
27. The staff/machinery shall be increased proportionately if numbers of works are beyond 10 at a time per contract. The contractor have to arrange his resources to carry out the works against work orders issued at a time and no such restrictions of limitation on issuing of work orders.
28. Desludging of septic tank shall be carried out of 3 months interval after handing over of CTB to local CBO for next 3 years.
29. When additional works are to be given to any / adjoining contractor due to some contractor getting terminated, and any / adjoining contractor is asked to carry out this additional work at percentage quoted by him and if the rates quoted by terminated contractor are lower, the difference to be recover from terminated

contractor.

30. The desludging of existing septic tank should be immediately carried out. No extra cost will be paid for the same; it is already estimated in the rate for demolition of toilet.
31. **Lead:** - Lead for transportation of construction materials manually, such as head load/trolley load will not be paid for any distance between site to the point from where vehicular transportation is available. Tenderer shall quote accordingly.
32. Whenever any NGO consents for and becomes eligible for execution of more than one tender, whether with same contractor or different contractors, it shall be responsibility of the NGO as well as main bidder to have separate NGO staff for individual tender for which notarized undertakings on Rs.500/-stamp paper shall be submitted in packet 'B' by main bidder and NGO both separately.
33. Please refer circular u/no. Dy.Ch.E./1109/ (B.P.) Spl.Cell Dated 27.08.2018 there will be cost impact on the project due to implementation of C & D Waste Management. Tenderers are requested to quote accordingly.
34. The successful bidder shall obtain S.W.M. N.O.C. before start of the work. For this the circular regarding C & D waste at designated unloading site and procedure to be followed for designated unloading site uploaded on BMC.gov.in website shall be scrupulously followed.
35. The successful bidder shall maintain the record of C & D waste generated, transported and unloaded at designated unloading site on the construction site and shall submit this report monthly on Auto DCR system along with unloading challans or receipts.
36. The successful bidder shall make all the records available to the monitoring committee for the inspection. In this regards it is to mention that, the requirement of the C & D waste management are monitored along with the compliance in the requisite format of S.W.M in order to notice the breach if any.
37. RCC components of Septic Tank, Underground water tanks to be casted in one time wherever possible.
38. Slab shall be cast in one time.
39. Project management Consultant's (PMC) engineer must be present at site at the time of casting and pour card must be signed by him.
40. Providing and applying cement mortar 1:2 of 10mm thickness on slab with waterproofing compound to prevent leakage. Same shall be done immediately on the same day after casting of slab. No separate payment shall be made for this work.
41. If prescribed item is not used by contractor then rebate for the same shall be deducted as per decision of Engineer.
42. Contractor shall obtain prior permission of AAI, NAD, CRZ, MCZMA, Forest department wherever necessary. No separate payment shall be made for this work.

- 43.** The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor insurance cover from the Start Date of award of contract upto the end of Defects Liability Period including desludging activity, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- a) Loss of or damage to the Works, Plant and Materials;
 - b) Loss of or damage to Equipment;
 - c) Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - d) Personal injury or death.
- 44.** The contractor will have to fill up the Annexure P-1 in Excel format. The annexure P-1 is attached herewith. The contractor shall fill up this format in consultation with A.E.(SWM), A.E. & E.E. of concerned ward. If any information is not available it shall be mentioned that information not available. This format shall be vetted by A.E.(SWM), A.E. & E.E. of concerned ward. Executive Engineer of concerned ward shall forward this format to IT for uploading the same on one BMC portal. One copy of this format shall be forwarded to A.E.(SWM) of concerned ward for record. Executive Engineer of concerned ward shall not release final bill if the said formats are not submitted by the contractor & are not uploaded on one BMC portal in GIS layer.
- 45.** The temporary toilet block shall be demolished by the contractor within 7 days from the physical commissioning of the newly constructed CTB. The final bill shall not be released by E.E. (Ward) / AE (Maint.) till the demolition of temporary toilet block and the debris is removed by the contractor. No extra payment shall be paid for demolition of temporary toilet block & also for removal of debris.
- 46.** The payment for desludging at the frequency stated in the scope of work shall not be released unless and until the specific certification from CBO as regards the desludging is done properly is submitted by the agency/contractors.
- 47.** The CTB shall not be put to use unless and until CBO is formed and it is handed over to CBO by signing the MOU. Till the point CTB is handed over to CBO, all the liabilities including electric bills/maintenance / desludging etc. shall be the responsibility of contractors.

Digital Signature of Tenderer(s)/ Bidders

SECTION -15 B
SPECIAL DIRECTIONS TO TENDERER
FOR DESLUDGING OF SEPTIC TANK

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(A) **SPECIAL DIRECTIONS TO TENDERER FOR DESLUDGING OF SEPTIC TANK**

- 1 The item to be operated for mechanical desludging includes labour, driver, the fuel cost to operate the DG set, fuel for suction vehicle (transport and operation), and transportation of the removed sludge (liquid and solid) for any distance, etc. All the taxes inclusive. Apart from the single item to be operated for the mechanical de-sludging, no extra item to be operated without prior sanction of competent authority of respective division.
- 2 The tenderer shall inspect the site and ascertain the means of access thoroughly in his own interest before quoting so as to apprise himself of all working facilities, scope and type of work etc.
- 3 The successful tenderer will be required to take photographs of individual work before starting, during progress of execution and after completion of work with camera showing day and date. The tenderer should not this before quoting the tender. No separate payment for taking photographs will be made.
- 4 No person below the age of 18 years shall be employed for carrying out cleaning and for transporting silt removed from the sewer lines/manholes or loading and unloading into the truck.
- 5 A register be maintained by the contractors as per the statutory requirement showing the name of the workers, their age and the local and permanent address.
- 6 Written notice shall be given to the contractors if they are found not following the above requirements and if contractors still do not fulfill these statutory requirements penal action shall be taken and their names reported to the commissioner of Labour.
- 7 The contractor will not be allowed to operate diesel or petrol run pumps if the electric supply is available nearby". Nothing extra will be paid on this account. The contractor will have to make his own arrangement for procuring and maintaining the connection without any extra cost to the corporation.
- 8 The item to be operated for mechanical desludging includes labour, driver , the fuel cost to operate the DG set, fuel for suction vehicle (transport and operation), and transportation of the removed sludge(liquid and solid) for any distance, etc All the taxes inclusive. Apart from the single item to be operated for the mechanical desludging, no extra item to be operated without prior sanction of competent authority of respective division.
- 9 Removal of liquid/solid waste from septic tanks as specified and disposing the same to the specific place of disposal. BMC will not provide any dumping ground for this purpose, bidder quote accordingly.
- 10 Sprinkling bleaching powder on removed silt to avoid the nuisance of bad smell.
- 11 Proper record shall be maintained by department staff regarding removal of silt/challans etc.

- 12 Lorries shall be sent to work in perfect working order having proper registration and fitness certificate for road worthiness from R.T.O. and with adequate supply of fuel oil, similarly, if the driver takes away the vehicles without allowing the vehicles to be loaded adequately, proportionate deduction will be effected for the under load.
- 13 The contractors shall supply the Lorries with suitable cover which should be in a good condition and of a suitable size so as to cover the lorry completely. If the Contractors fail to supply cover, a fine of Rs. 2000/- per trip lorry will be levied and deducted from the bill.
- 14 The cost of any damage, injury or death caused by the contractors lorry or any claim to be borne by the contractor.
- 15 Smoking should be strictly prohibited while carrying out the work in septic tank.
- 16 It is necessary that the worker should wear gum boots hand gloves, helmet and take all safety measures while carrying out the desludging work.
- 17 While working on site if the worker feels giddiness or has vomiting sensation due to gases etc. the supervisors standing outside should take him to hospital/dispensary, immediately.
- 18 After completion of work, opened manholes, etc. should be properly closed with cover.
- 19 Site Supervisor of contractor should personally supervise the de-sludging work.
- 20 The payment for de-sludging at the frequency stated in the scope of work shall not be released unless and until the specific certification from CBO as regards the de-sludging is done properly is submitted by the agency/contractors.
- 21 The CTB shall not be put to use unless and until CBO is formed and it is handed over to CBO by signing the MOU. Till the point CTB is handed over to CBO, all the liabilities including electric bills/maintenance / de-sludging etc. shall be the responsibility of contractors.

20. **SAFETY MEASURE TO BE OBSERVED WHILE WORKING ON SEWER LINE / SEPTIC TANK**

1. Adequate safety measures shall be taken by the contractors to the workers to ensure no direct contact of the person with the sludge. Guidelines issued by Hon'ble Supreme Court in this matter shall be directly followed.
(Supreme Court Directions Work shall be executed in accordance with the Judgement of Hon'ble Supreme Court of India on 27 March 2014 as in case of "Safai Karamchari Andolan and Ors Vs. Union of India and Ors.(WRIT petition(Civil) No. 583 of 2003)).
- 2 The detailed procedure to be followed while using desludging equipments on the septic tank will be as under:
 - a) All the manholes on septic tank will be kept open before desludging procedure commences.
 - b) These manholes shall be covered with manhole guards and tripod stands shall be kept above them with danger flags, red globe lanterns, shall be kept on the tripod stand during the night time.
 - c) These manholes shall be covered with manhole guards and tripod stands shall be kept above them with danger flags, red globe lanterns, shall be kept on the tripod stand during the night time.
 - d) Forced air ventilation with the help of air blower shall be provided if required.
 - e) Under no circumstances any person shall enter the septic tank. The desludging shall have to be carried out with the help of specified de-sludging equipments and collected by means in such a way that direct contact of the working personnel shall not be made with the sludge under any circumstances.
 - f) Adequate facility i.e. facility of clean water and soap shall be provided for the workers for cleaning his body after completion of the job.
 - g) On completion of the work, all manholes shall be checked and it should be ascertained that the same are properly closed.
- 3 A list of various safety tools, overalls and safety equipments to be used while entering the man hole and during the cleaning/de-silting operation is given below. Each Chowky of contractors shall be equipped with these tools, overalls and safety equipment:
 - Harness Belts
 - Overalls
 - Thigh Belts

- Hand Gloves.
- Protective head Gear with Lamp
- Breathing Apparatus
- Gas Monitors
- Thigh and Wadder Suits
- First Aid Box
- Barrier Creams with Germicides
- Any other equipment/ Safety gears etc.

NOTE:- The Desludging quantity mentioned in B.O.Q. of this tender is to be consumed only for newly constructed toilet block by the contractor / bidder and shall not be consumed for other purpose in any case.

SECTION - 16

TYPICAL DRAWINGS

(Separately uploaded in BMC Bid Document)

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SECTION 17

ANNEXURES

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Annexures

<u>1</u>	E-1	Overall Policy Framework And Restitution Guidelines
<u>2</u>		<i>Application Form for CBO</i>
<u>3</u>		नमुना मागणीपत्र परिशिष्ट (In Marathi)
<u>4</u>		मंडळाने दयावयाची कागदपत्रे (In Marathi)
<u>5</u>	I-1	<i>Model of Detailed Survey Format</i>
<u>6</u>	J-1	सर्वेक्षण नमुना परिशिष्ट
<u>7</u>	K-1	कार्यक्रमाचा प्रचार व प्रसिध्दी अहवाल सार्वजनिक शौचालयाच्या बांधकामाकरीता वस्तीमध्ये कार्यक्रमाची प्रचार प्रसिध्दी करण्यात आलेला अहवाल
<u>8</u>	L-1	Model Memorandum of Understanding (MOU) With Community Based Organization Under Slum Sanitation Programme
<u>9</u>	M-1	Quarterly Report of Community Toilet Block to Be Generated by Junior Overseer Ward / NGO.
<u>10</u>	N-1	Sample Calculations for Design of Septic Tank
<u>11</u>	O-1	Pour Card for RCC Toilet Block
<u>12</u>	P-1	GIS Mapping
<u>13</u>	Q-1	Drainage Certificate by Contractor
<u>14</u>	R-1	Drainage Certificate by Consultant
<u>15</u>	S-1	Building Completion Certificate by Contractor
<u>16</u>	T-1	Building Completion Certificate by Consultant
<u>17</u>	U-1	Structural Stability Certificate

Annexure - E-1

OVERALL POLICY FRAMEWORK AND RESTITUTION GUIDELINES

Introduction

1. The Govt. of India/ Govt. of Maharashtra have issued guidelines for Slum Sanitation Programme under which it has been proposed to provide sanitation facilities (community toilet blocks) to the protected/ non-protected slum settlements within the jurisdiction of BMC.
2. This attachment describes the overall guidelines, and key rules for mobilization and formation of CBO's under Slum Sanitation Programme (SSP) for screening and selecting communities/ CBO's to participate in the SSP under Slum Sanitation Programme.

Objectives

3. The immediate objective of the proposed Slum Sanitation Programme is to provide sustainable sanitation facilities (community toilet blocks) to the slum dwellers settled on municipal owned land and other lands in Mumbai, with improved services for excreta disposal.
4. To involve local slum dwellers (users of the toilet facilities) in day to day cleanliness, operation and maintenance of the community toilet blocks constructed under SSP.
5. The major objective of the programme to improve the overall environment of the slum communities and thus to enhance health and hygiene benefits to the slum community.

Implementation Steps

The implementation process will be carried out by the selected contractors NGO's along with their community development experts having appropriate qualification of MSW's and BSW's degrees from Govt. recognized universities/ educational institutes.

These activities includes following components:

- I. Programme publicity and formation and registration of Community Based Organisation (CBO), who are willing and qualifying to participate in the SSP.

- II. Identified CBO's (registered/ proposed) will submit their demand, willingness and agreeing to abide all conditions of the SSP including signing of MOU before starting of construction of community toilet block work.
 - III. CBO's will be assisted by the appointed NGO's staff in operation and maintenance of the community toilet block.
6. **Standard Operating Procedure (SOP) for Mobilization of CBO's by the NGO staff:**
- I. NGO staff shall use a demand based, community participatory approach while indentifying sites/ community for construction of community toilet block. This includes programme publicity explaining rules and regulation and role of CBO's and community in SSP.
 - II. NGO staff shall collect willingness and demand letter from the CBO's representing prospective users of the community toilet block along with resolution of the CBO's executive committee.
 - III. NGO staff will assist CBO's to obtain support from the majority (more than 50%) community (users) with their signatures. In this activity NGO's staff will provide necessary support and guidance to the CBO's and wards staff.
 - IV. NGO staff shall assist CBO to issue monthly passes to all user family and list of the all pass holder shall be maintained by the CBO.
 - V. NGO staff should ensure that CBO will sign a MOU with BMC before commissioning of toilet block. Contractor's NGO should submit 2 photographs of complete toilet block.
 - VI. NGO staff and indentified CBO will submit following necessary supporting documents as evidence showing that they have successfully formed CBO:
 - a. Demand Letter from CBO.
 - b. Resolution of the CBO's executive committee with supportive documents stating that they are local resident and uses of the proposed community toilet block.
 - c. Registration certificates as applicable
 - d. Society's reg. Act. 1860.

- e. Public trust act. 1950.
- f. Co-operative Act.1960.
- g. Govt. / Semi Govt. / BMC certified SHGS
- h. Bye laws of above mentioned CBO's with register residential address.
- i. If applicable with latest change report and details of the bank account.
- j. Willingness and support of community.
- k. Programme publicity report along with photographs.
- l. Office bearers of the CBO's needs to sign architectural plan.

7. **Guidelines for verification of community mobilization.**

- a. To verify all activities related with community mobilization contractor /NGO staff shall provide necessary co-operation and support to the Ward staff engaged in supervisory activities.
- b. Contractor/NGO staff shall provide the details such as CBO's qualification criteria related proofs, activity report of its agencies staff and location and types of activities initiated and completed by their agency responsible for community mobilization activities every month to ward staff.
- c. The contractor/NGO staff should provide necessary documentary evidence regarding community meeting, consultation and its minutes as an evidence for community mobilization activity and these documents should be submitted to Asstt. Engr. (SWM) Ward and CDO of ward for its verification.
- d. To confirm in case of disputes arising between two or more CBO's of the proposed toilet user's identity and C.B.O.'s identity as they are regular users of toilet blocks necessary evidence in form of document such as ration card/voter card shall be submitted by the contractor/ NGO and same has to be verified by the ward staff. In this case decision of Zonal Deputy Municipal Commissioner will be final and binding to all concerned stakeholders.
- e. CBO should provide details of their activities such as name and identity of care taker, audited copy of their accounts, details of user charges, and operation and maintenance status report to the concerned Ward.

- f. CBO shall not sublet any person/agency operation and maintenance of the toilet block. In case of violation of this condition C.B.O. will be disqualified by the BMC.
 - g. Once the CBO is terminated the possession of Community toilet block stands handed over to the BMC for further necessary actions. In such cases attempt shall be made for the formation of new CBO through the ward staff.
 - h. In case of any CBO is not maintaining and operating community toilet block in satisfactory manner and violating MOU rules there are Standard Operating Procedure for termination of CBO will be followed.
8. **Important points for implementation of Slum Sanitation Programme/ Slum Sanitation Programme are as follows:**
- a) Master in Social Work (sociologist) shall always work directly under the Asstt. Commissioner of Ward for day to day working of formation & registration of CBO.
 - b) **CBO's Responsibility:**
 - No upfront contribution shall be recovered from community by the CBO. However, CBO will be allowed to collect monthly charges from the households for operation and maintenance of RCC community toilet block and Bio Toilet Block as per the BMC's guidelines issued from time to time.
 - User charges should be fixed by the CBO's on the principle of no profit no loss basis in their executive committee meeting. All the user families identified during the survey and afterword are entitled to get monthly passes and concerned CBO shall ensure the same. CBO should obtain necessary written permission of Asstt. Engr. (SWM) Ward/ Ward Ex.Engr for the user's charges fixed by the him.
 - C.B.O. has to nominate their two representatives on behalf of community to give suggestions regarding construction of work/ changes required, should be submitted in writing to Asstt. Commissioner Ward/Ex. Engr. Ward.
 - A simple Memorandum of understanding (MOU) or agreement between the community and BMC will be signed before handing over the facilities to the community. The Zonal DMC of respective zone shall sign MOU on behalf of BMC.

- CBO should provide details of their activities such as name and identity of care taker, audited copy of their accounts, details of user charges, and operation and maintenance status report to the BMC either to Asstt. Engr. (SWM) Ward on regular basis.
- Community toilet block is a sole property of BMC however; CBO is appointed as a care taker for the same. CBO cannot claim any ownership of structure/ land of the said community toilet block therefore, CBO is responsible for safety and security in all the respect

of the said structure.

C) BMC responsibilities:

- BMC will be responsible for major repairs and operation and maintenance of complementary facilities such as making repairs to sewer lines, maintenance of manholes, de-silting of sewers/ de-sludging of septic tank etc.
- To confirm in case of disputes arising between two or more CBO's of the proposed toilet user's identity and C.B.O.'s identity as they are regular users of toilet blocks necessary evidence in form of document such as ration card/ voter card shall be submitted by the contractor and same has to be verified by the Asstt. Engr. (SWM) staff. In this case decision of Zonal Deputy Municipal Commissioner will be final and binding to all.
- Deputy Municipal Commissioner of respective zone shall give hearing to the CBO before passing the order for the termination of CBO.

9. **Standard Operating Procedure (SOP) For termination of Memorandum of Understanding between CBO and BMC and Formation of new CBO:**

1. Overall rules and conditions described in the MOU signed between BMC and CBO's will be guiding principles to monitor the activities of the Operation and maintenance of the community toilet blocks constructed under Slum Sanitation Programme.
2. Any violation of the terms and conditions described in the MOU or any act of CBO's and their members towards the negligence of their duties, such as uncleanliness observed in and around the toilet blocks, non-compliances of orders/ suggestions/ instructions given by the any competent authorities of BMC

will be subject to termination of the MOU signed with the CBO. Asst. Commissioner will initiate such action and zonal DMC will approve the termination of MOU of the concerned CBO.

3. To monitor the operation and maintenance activities of the community toilet block concerned ward Junior Overseer will visit toilet blocks at least every quarter i.e. every three months and generate performance report as per the circular ref no. Dy. Che /MSDP - III/4323/DATED 6 DEC 2014 which was approved by the then AMC (P) under ref no. AMC/P/5333 dated 11.12.2014. Quarterly report to be generated by the J.O. is given.
4. The quarterly report submitted by J.O.s will be submitted to the concerned ward A.E (SWM). If the report is unsatisfactory in terms of cleanliness standards and violation of terms and conditions of MOU AE (SWM) will submit the proposal for termination of MOU through the Asst. Commissioner of ward to zonal DMC's approval.
5. After termination of existing CBO's alternative local CBO will be formed as per the overall guidelines of CBO formation as per SSP. This process will be completed by the concerned J.O. under the guidance and supervision of AE (SWM) of the ward. After successful procedure of alternative CBO formation MOU will be signed between new CBO and BMC by the zonal DMC.
6. Mandatory functions of CBO in terms of routine operation and maintenance of toilet block.
 - a. All CBO selected for SSP need to sign MOU before commissioning of toilet block.
 - b. CBO needs to identify their toilet users with list and details of monthly passes issued to them.
 - c. CBO should not engage any person in manual scavenging of toilet block.
 - d. Routine cleanliness and maintenance needs to be observed as per the BMC rules.
 - e. Required information such as users monthly pass charges and per use charges need to be displayed in front of toilets.
 - f. Monthly water and electricity charges needs to be paid regularly and same shall be available for inspection to BMC staff.

- g. CBO needs to address complain by the users related with cleanliness, management issues related with toilet block.
- h. CBO shall maintain all records and overall transparency in their work and needs to maintain cordial relationship with all community members.
- i. CBO members or CBO shall not sublet any other or person for operation and maintenance of the toilet block without prior permission of BMC.
- i. Any violation of MOU and above mentioned activities are subject to termination of MOU with CBO's.
- j. CBO shall keep record of desludging and co-ordinate with contractors and ward staff for regular desludging of Septic Tank.
- k. CBO Shall submit quarterly report of desludging to AE (SWM) of concerned ward.

(To be submitted on the letter head of CBO)

Annexure : F-1

MODEL APPLICATION FORM FOR CBO

To,

Asstt. Commissioner (WARD),

Brihanmumbai Mahanagarpalika,

.....

Sir/Madam,

We, the residents of (Name of colony) which has _____ dwellings, having a population of _____ adult members have formed a Community Based Organisation / Registered co-operative society/ Association named as _____. We enclose a list of executive committee members.

We, the members of the above-mentioned _____ society / association desire to join the Slum Sanitation Programme which has been launched by the Municipal Corporation of Brihanmumbai.

We have read and understood the terms and conditions of operation & maintenance of the community toilet block to be constructed under Slum Sanitation Programme and we are willing to abide all the rules of it. Kindly refer the signed resolution of community members as our initial demand for community toilet block.

Please consider our request for participation in the Slum Sanitation Programme.

Thanking you,

Yours faithfully.

President

Secretary

Treasurer

Annexure-G-1

नमुना मागणीपत्र परिशिष्ट (In Marathi)

प्रति,

सहा.आयुक्त

विषय- बृहन्मुंबई महानगरपालिकेच्या वस्ती स्वच्छता कार्यक्रमा अंतर्गत

आमच्या वस्तीतील जुने मोडकळीस आलेल्या शौचालयाची तोडून

पुनर्बांधणी करून मिळण्याबाबत.

महोदय,

आमच्या..... या वस्तीमध्ये शौचकूपाचे सार्वजनिक अस्तित्वात असून, सदर शौचालयाची दुरावस्था होऊन ते मोडकळीस आलेले आहे. त्यातील बहूतांशी शौचकूपे वापरण्या योग्य नसून त्यामुळे रहिवाशांची गैरसोय होत आहे. आमच्या वस्तीत अंदाजे लोकसंख्या असून त्या करीता किमान शौचकूपाची आवश्यकता आहे. सदर शौचालयाची पुनर्बांधणी घन कचरा व्यवस्थापनाच्या स्वच्छ भारत अभियान अंतर्गत करून दिल्यास आमचे उपरोक्त स्थानिक मंडळ/संस्था/ कमिटी सदर शौचालयाची पुढील दैनंदिन स्वच्छता, परिरक्षण व व्यवस्थापन करण्यास तयार आहे. नवीन शौचालयाचे काम चालू असतांना, रहिवाशांची गैरसोय होऊ नये म्हणून आम्हास तात्पुरत्या शौचकूप असलेल्या शौचालयाची व्यवस्था करून दयावी तसेच नवीन बांधून देण्यास येणा-या सार्वजनिक शौचालयास लाईट , पाणी तसेच बोरवेलची सुविधा करून दयावी ही विनंती.

तसेच वस्ती स्वच्छता कार्यक्रम नियम व अटी प्रमाणे शौचालयाची पुढील दैनंदिन स्वच्छता , परिरक्षण व व्यवस्थापन करण्यासाठी लागणा-या सर्व कागद पत्रांची पूर्तता करण्यास आम्ही तयार आहोत तरी आम्हास सहयोग करावा.

कृपया आमच्या मागणी अर्जास अनुसरून पुढील कार्यवाही करण्यात यावी ही नम्र विनंती.

आपले विश्वासू,

(अध्यक्ष)

(सचिव)

(खजिनदार)

Annexure-H-1

मंडळाने दयावयाची कागदपत्रे

1. मंडळाची घटना
2. मंडळाचे नोंदणी प्रमाण पत्र १) १८६० २) १९५०
3. स्थानिक वस्तीतील ८०% रहिवाश्यांची शौचालयाच्या योजनेस संमती

मंडळाचा ठराव

आज दिनांक रोजी वरील मंडळाची सभा सायंकाळी ठिक वाजता या मंडळाच्या कार्यालयात या ठिकाणी श्री..... यांच्या अध्यक्षतेखाली आयोजित करण्यात आली. बृहन्मुंबई महानगरपालिकेच्या घन कचरा व्यवस्थापनाच्या स्वच्छ भारत अभियान अंतर्गत राबविण्यात येणा-या वस्ती स्वच्छता कार्यक्रमा अंतर्गत बांधण्यात येणा-या सार्वजनिक शौचालयाबद्दल सविस्तर चर्चा करण्यात आली व वस्तीतील जुन्या नादुरुस्त शौचालयाची पुर्नबांधणी करण्याचा ठराव सर्वानुमते मंजूर करण्यात आला.

तसेच वस्ती स्वच्छता कार्यक्रम नियम व अटी प्रमाणे शौचालयाची पुढील दैनंदिन स्वच्छता, परिरक्षण व व्यवस्थापन करण्यासाठी मंडळाचे सर्व पदाधिकारी कटीबद्ध राहतील तसेच बांधकाम प्रगतीपथावर असताना संबंधित कंत्राटरास आवश्यक ते सहकार्य करण्यास तसेच रहिवाश्यांकडून मासिक सेवा शुल्क गोळा करून शौचालयाचे परिरक्षण व व्यवस्थापन करण्यास मंडळाचे पदाधिकारी तयार आहेत असे सर्वानुमते ठरले.

उपरोक्त ठराव श्री..... यांनी मांडला व त्यास श्री..... यांनी अनुमोदन दिले व ठराव सर्वानुमते संमत झाला.

अनु क्रं.	कार्यकारणी मंडळाच्या सभासदाचे नाव	पद	सही

(अध्यक्ष)

(सचिव)

(खजिनदार)

To be submitted on the letter head of the CBO

Annexure-I-1

Model of Detailed Survey Format

Sr. No.	Name of the Head of family	Room No./ Ration Card No.	Sex			Total Adults	No. of children below 10 years		Total	No. of children between 10 to 18 years		Total	Total Members
				Male members	female member		Boys	Girls		Boys	Girls		

1) Total Adults : _____

2) Below 10 years : _____

Boys : _____ Girls : _____ Total: _____

3) Between 10-18 years

Boys : _____ Girls : _____ Total: _____

Signatures of Secretary, President and treasurer

Annexure-J-1

सर्वेक्षण नमुना परिशिष्ट

बृहन्मुंबई महानगर पालिकेच्या स्वच्छ भारत अभियान अंतर्गत बांधण्यात येणा-या सार्वजनिक शौचालयाचा वापर करणा-या रहिवाशांची कौटुंबिक माहिती व सहमती दर्शक यादी

बृहन्मुंबई महानगर पालिकेच्या स्वच्छ भारत अभियान अंतर्गत बांधण्यात येणा-या सार्वजनिक शौचालयाबद्दल आमहाला माहिती मिळाली असून सदर माहिती मे.चे पदाधिकारी तसेच महानगर पालिकेचे अधिकारी यांच्याकडून प्राप्त झाली आहे तसेच या योजने अंतर्गत बांधण्यात येणा-या शौचालयास आमची सहमती असून शौचालयाच्या स्वच्छते करीता नियमाप्रमाणे द्यावी लागणारी मासिक सेवा शुल्क नियमित देण्यास आम्ही तयार आहोत. शौचालयाबाबत दिलेली सहमती आम्ही कोणत्याही व दबावाखाली न येता स्वखुशीने दिलेली आहे.

अनु. क्र.	कुटुंब प्रमुखाचे नाव	एकूण प्रौढ स्त्री/पुरुष	१० वर्षावरील मुले/मुली	१० वर्षाखालील मुले/मुली	कुटुंब प्रमुखाची सही

(अध्यक्ष)

(सचिव)

(खजिनदार)

Annexure -K-1

कार्यक्रमाचा प्रचार व प्रसिध्दी अहवाल सार्वजनिक शौचालयाच्या बांधकामाकरीता वस्तीमध्ये कार्यक्रमाची प्रचार प्रसिध्दी करण्यात आलेला अहवाल

आज दिनांक..... रोजी बृहन्मुंबई महानगर पालिकेच्या स्वच्छ भारत अभियान अंतर्गत बांधण्यात येणा-या प्रस्तावित सार्वजनिक शौचालयाच्या बांधकामाकरीता वस्तीमध्ये कार्यक्रमाची प्रचार प्रसिध्द करण्यासाठी तसेच शौचालय संदर्भात सविस्तर चर्चा करण्याकरीता बैठक बोलविण्यात आली होती सदर बैठकीमध्ये मे..... चे पदाधिकारी व हे पदाधिकारी उपस्थित होते.

सदर बैठकीमध्ये मे..... चे पदाधिका-यांनी वस्तीतील लोकांना बृहन्मुंबई महानगरपालिकेच्या घन कचरा व्यवस्थापनाच्या स्वच्छ भारत अभियान अंतर्गत बांधण्यात येणा-या प्रस्तावित सार्वजनिक शौचालयाबद्दल परिपूर्ण माहिती दिली तसेच प्रस्तावित सार्वजनिक शौचालयाचा कच्चा आराखडा बैठकीत सहभागी शौचालयाचा वापरकरत्या लोकांसमोर मांडण्यात आला. बृहन्मुंबई महानगरपालिकेची ही वास्तू आपली असून तिची पूर्ण देखभाल करणे हे आमचे प्रथम कर्तव्य आहे असे आम्हास समजावून सांगण्यात आले. तसेच प्रस्तावित सार्वजनिक शौचालय बांधकाम प्रगतीपथावर असताना संबंधित कंत्राटदारास आवश्यक ते सहकार्य करण्यास आम्ही कटीबद्ध राहावे या संदर्भात समजावून सांगण्यात आले. वस्ती स्वच्छता कार्यक्रमाच्या नियम व अटी प्रमाणे लागणारी सर्व कागदपत्र व इतर सहयोग करण्यास आम्ही तयार आहोत तरी कृपया प्रस्तावित शौचालयाचे काम त्वरीत सुरु करून आम्हास सहकार्य करावे ही विनंती.

अनु क्रं.	कार्यकारणी मंडळाच्या सभासदाचे नाव	पद	सही

(अध्यक्ष)

(सचिव)

(खजिनदार)

ANNEXURE: L-1

**MODEL MEMORANDUM OF UNDERSTANDING (MOU) WITH COMMUNITY
BASED ORGANISATION UNDER SLUM SANITATION PROGRAMME (BMC)**

MEMORANDUM OF UNDERSTANDING (MOU) made on this _____ day of _____, 2015 between Shri _____, Deputy Municipal Commissioner (Zone) for the BrihnMumbai Municipal Corporation (BMC) are hereinafter referred to as the "Deputy Municipal Commissioner" (in which expression shall include his successor or successors and assigns for the time being holding the said office of the Deputy Municipal Commissioner of the ONE PART (hereinafter collectively referred to as the party of the First Part) and _____, a Housing Society registered under the Co-operative Housing Societies Registration Act 1961 of the Co-operative Societies Act 1960 under bye-law No.12(1) & 10(1) Maharashtra State under No. _____ dated _____ having their office at _____, hereinafter referred to as "Community Based Organisation (CBO)" (in which expression shall, include its successor or successors and assigns) on the OTHER PART (hereinafter referred to as the party of the Second Part).

WHEREAS, concerned legitimate authority is absolutely owner of land and M.C.G.M. possessed the toilet block at _____, excluding land surrounding on which it is constructed under Slum Sanitation Programme (Survey No. _____) more particularly described in the schedule written.

AND WHEREAS CBO is a registered society/group of people dedicated to Health and Welfare Service and an institution recognized by the State Government.

AND WHEREAS the said CBO has offered for operation and maintenance of P.S.C./Urinals, Bathrooms, etc. constructed under the Slum Sanitation Programme at the above address for the use of slum dwellers residing at _____.

AND WHEREAS the CBO has agreed that the permission to maintain the P.S.C./Urinals, Bathroom is issued to them subject to the Corporation's right to revoke the same at any time in case of any breach of the terms and conditions.

AND WHEREAS it is now necessary to record the terms and conditions in writing, on which the permission is granted by the BMC to the C.B.O.

NOW IT IS HEREBY AGREED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

1. The Deputy Municipal Commissioner (Environmental) hereby grants the permission to the CBO to maintain the P.S.C. block constructed under Slum Sanitation Programme situated at _____.
2. It is hereby agreed that this permission for maintaining the said P.S.C., Urinals, Bathrooms etc. is granted by BMC to the CBO shall not create any right or interest in favour of CBO over the P.S.C./Urinal, Bathroom.
3. Any variation or change in the structure as shown in the as built drawing will be considered as unauthorized construction and the BMC shall be at liberty to demolish the same without giving any notice and recover the cost of the demolition from the CBO.
4. The possession of the land along with P.S.C. blocks shall vest with the BMC. The CBO shall be permitted uninterrupted use of the P.S.C. blocks on the land and shall maintain them.
5. The CBO is allowed to introduce a monthly family pass system or recover such prescribed amounts in future as may be required to defray expenses for operation and maintenance, however, urinal facility shall be provided free of cost. If the site is misused and the operation and maintenance is not done satisfactorily, the Corporation can revoke the permission forthwith and remove the attendance caretaker from the site.
6. The CBO shall maintain the overhead water storage tank provided above the said P.S.C. blocks at their own cost.
7. Water charges and electricity charges will be borne by the CBO during maintenance period. If any misuse of electricity or water is found on inspection by BMC the permission will be revoked.
8. The CBO shall furnish the names of the persons who are appointed as Attendant/ Caretaker for the said P.S.C. blocks and their names will be registered with the BMC.

- The said attendant / caretaker of the CBO shall not allow any other person to occupy the said P.S.C. block.
9. The CBO shall maintain books of accounts, which should be updated and audited from the Charity Commissioner's office and audited copy of yearly expenditure statement should be furnished to the BMC
 10. The CBO shall give all facilities and co-operation to the employees of the BMC in case of major structural repairs/ maintenance of the drainage and/or other utility services
 11. The CBO shall allow the use of the said P.S.C. throughout the day and night every day including Sunday and holidays, by the public irrespective of their caste, creed, religion, colour, grade and language.
 12. The CBO shall maintain the P.S.C. and the immediate vicinity in a clean condition at their own cost by engaging their own person to the satisfaction of the Deputy Municipal Commissioner (Zone.....) or any officer authorized by him.
 13. The CBO shall use effective disinfectants and deodorants for cleansing of the said P.S.C./Urinals for which no cost will be borne by BMC
 14. The CBO shall immediately attend to the replacement of defective and damaged wiring and other electrical fittings, replacement of worn-out water pipes, drainage pipes and any other fitting and maintain clean conditions.
 15. The CBO shall make their own arrangement to remove any drain choke etc. in the P.S.C. to keep the sewage disposal system functioning properly.
 16. The CBO shall carry out repairs/ replacement to doors, windows, broken tiles/ plaster, R.C.C. jallies, wire mesh, ground channels, soil pans, urinal fixtures traps, flushing cisterns collapsible doors, etc. at their own cost during the maintenance period.
 17. The CBO shall make their own arrangement for security of the said P.S.C. block.
 18. The CBO shall attend to the suggestions received from the staff of BMC
 19. The CBO shall not construct any additional structure in and around the P.S.C. block.
 20. The CBO shall not use the said P.S.C. for any other purpose.
 21. The CBO shall not assign, transfer or sublet the permission to any other agency.
 22. The CBO shall be responsible and shall indemnify the BMC from any harm or injury caused to life or property due to any cause.
 23. The BMC shall not be responsible for any damage, loss or injury caused to the property or person of the CBO or their servants or to public using facility from any cause whatsoever during maintenance period.

24.The CBO shall be responsible for any claim, damage, suit, and litigation, demands that may arise during the maintenance period and shall indemnify BMC towards such claims.

25.In the event of the CBO committing any breach of the terms and conditions, the Deputy Municipal Commissioner (Zone.....) shall be entitled to terminate the agreement and on such termination, the attendant/ caretaker found on the premises would be removed from the said premises.

26.In all cases of disputes, the Municipal Commissioner's decision shall be final and legally binding upon the CBO.

27.In case if the site is required for BMC's use or for any public purpose the CBO shall forthwith vacate the same, the Deputy Municipal Commissioner (Zone.....) / BMC shall be at liberty to terminate the permission. The CBO shall not be entitled to claim any damage or loss in fees etc. due to termination of the permission.

28.The CBO shall be responsible for the observance of all the rules and regulations laid down or as may be laid down hereafter from time to time by the Deputy Municipal Commissioner (Zone.....) in this behalf.

29.The CBO may put up or allow any person or persons to put up hoarding on relevant social message in the P.S.C. premises.

In witness whereof the Deputy Municipal Commissioner (Zone.....)/ CBO have hereunto set their respective hands and seals on the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY)

THE within named, Shri _____)

Deputy Municipal Commissioner (Zone.....)

for Slum Sanitation Programme of Municipal Corporation)

of Brihan Mumbai, in the presence of)

1. Ward Ex. Engr.)

2. Asstt. Engr.(SWM) ward)

The Common Seal of the
was hereunto affixed

pursuant to the Resolution of the
Managing Committee

Dated

1. Shri/Smt. _____ President of the CBO
2. Shri/Smt. _____ Treasurer, Member of the
Managing Committee
- AND
3. Shri/Smt. _____ Secretary of the CBO

Hereunto affixed their signature
in token thereof witness to the MOU.

**SCOPE FOR MINOR AND MAJOR REPAIR DESCRIBED IN MOU TO BE
SIGNED BETWEEN BMC AND C.B.O.**

C.B.O.	BMC
1. Maintain the overhead water storage tank.	1. Major structural repairs shall be carried out by concerned Ward office. Structural repairs include.
	i) Collapse of External Wall.
	ii) Or Collapse of Roof Slab due to corrosion etc.
	Repair to sewer lines, maintenance of manholes de-silting of sewers etc. which are located outside the boundary of the settlement.
2. Water charges and electricity charges will be borne by CBO	Fees for initial electricity and water connection will be borne by BMC
3. CBO will co-operate to BMC for any major structural repairs/ maintenance of the drainage and utility services.	
4. CBO shall use effective disinfectant and deodorants for cleaning of PSC/ Urinals.	
5. CBO shall make replacement of defective and damaged wiring and electrical fittings, replacement of worn out pipes, drainage pipes or other fittings to maintain clean condition.	
6. CBO shall remove drain choke to PSC & sewage disposal system.	
7. CBO shall carry out repairs/ replacement of doors, windows/ broken tiles, plaster R.C. jallies, plumbing, wiremesh, ground channels soil, urinal fixtures, traps, flushing cisterns, collapsible door, etc.	

Annexure -M-1

Quarterly Report of Community Toilet Block to Be Generated By Junior Overseer (SWM) Ward/NGO

Quarterly report		1 Jan -31 March			
		1 April – 30 June			
		1 July – 30 September			
		1 October – 31 December			
1	Ward		Beat		
2	Location of toilet block		Visited on		
3	Name of C.B.O.				
4	Height of structure (tick)	G only ☐ G+1 ☐			
5	Total number of seats & number of functional /nonfunctional seats	Total toilet seats: Toilet seats separate ☐ for gents & ladies ☐ YES NO			
		Toilet seat facility	Number of seats		Reason for non-functionality/absence
			Functional	Non-Functional	

		Gents on GF			
		Gents on FF			
		Ladies on GF			
		Ladies on FF			
		Western toilets			
6.	Number of functional and non functional additional facilities	Additional Facility	Number of facilities		Reason for non-functionality/absence
			Functional	Non functional	
		Children's Squatting area			

		Urinals			
		Gent's bathroom			
		Ladies Bathroom			
7.	Caretaker room location	GF ☐	FF ☐	S ☐	Non ☐
8	Name of caretaker				
9	Sewage disposed into	Tank cleared by municipality	Sewage into open drains	Sewage into municipal sewerage Connection	
10	Note sewage problems (choking, septic tank clearing problems, overflow)	DESLUDGING/CLEANING OF SEPTIC TANK			
11.	Sewage disposal method	Sewage ☐	Septic tank ☐	Aqua ☐ rivy	
12.	Cleaning of septic tank	YES ☐	NO ☐	Date of last cleaning:	
13.	Method of cleaning of septic tank	Manual ☐	Cess pool lorry ☐	Through CBO ☐ and	
14.	Cleaning of vent pipes	YES ☐	NO ☐	Date of last cleaning:	
15.	Condition of vent pipes	present ☐	Absent ☐	In Good working cond ☐ on	Broken & need ☐

16.	Condition of overflow of septic tank	
REPAIR-PHYSICAL ASSESSMENT		
Condition of Fittings, Fixtures and Finishing Material		
17.	No. of doors & door frames	In usable condition : Need repair:
18.	No. of Windows	In good Condition: Need repair:
19.	No. of W/C Pans	In usable condition : Need repair:
20.	Condition of Wash Basins	<u>Gents section</u> ☐ Present & used ☐ Absent <u>Ladies section</u> ☐ Present & used ☐ Absent Present but not used ☐ If not used : _____ explain why
21.	No. of water Taps	In usable Broken/Stolen/

		condition :	Absent:		
22.	Condition of water pipes	In Good working condition ☐	Rusted ☐	Show Leakage ☐	
23.	Lights are available inside?	YES ☐ NO ☐ If NO, explain why: _____ ☐			
24.	Condition of Exhaust Fans	Present and working ☐	Present but not working ☐	Absent ☐	
25.	Condition of Plaster *	Good and no damage ☐	Some damage seen ☐	Severely damaged ☐ *	
26.	Condition of Dado *	Good ☐	Slightly damage ☐	Severely damaged ☐	Absent ☐
27.	Condition of paint *	Good ☐	OK ☐	Need Repair	
28.	Condition of Flooring *	Good ☐	Slightly damage ☐	Severely damaged	
29.	Note any other non-functional facilities				
REPAIR-STRUCTURAL ASSESSMENT					
30.	Leakages seen? If yes, Where?	YES ☐ NO ☐ If yes, where?: Roof ☐ ab ☐ Underground ☐ ☐ Overhead ☐ tank ☐ Water tank ☐ wa ☐			
31.	Cracks seen? * If yes, Where?	YES ☐ NO ☐ If yes, where? GF: S ☐ ☐ ll ☐ lumn ☐ Beam ☐ FF: Slab ☐ ☐ ll ☐ lumn ☐ Beam ☐			

32.	Exposed reinforcement bars seen?	YES ☐ NO ☐ If yes, where? GF: S ☐ Column ☐ Beam ☐ FF: Sl ☐ Column ☐ Beam ☐
33.	Termite problem?	YES ☐ NO ☐
34.	Note if any major issue	
WATER AND ELECTRICITY CONNECTION ASSESSMENT		
35.	Water supply source	Municipal ☐ Borewell ☐ Ring Well ☐ Get water from home ☐ Water on rent ☐ Tanker ☐ Tanker frequency _____
36.	Adequacy of water supply (tick)	GOOD (adequate municipal water) ☐ BAD (toilet closed when water is unavailable or water brought from homes) OK (not enough municipal water & use alternative sources) ☐
37.	Water connection charges	Residential rate ☐ Commercial rate ☐
38.	Electricity source	Legal ☐ Illegal ☐ No Connection ☐
39.	Electricity supply	24X7 supply ☐ Interrupted but available ☐ No supply ☐

		at night and for pumping	
40.	Electricity connection charges	Residential rate ☐	Commercial rate ☐
41.	Note other electricity and water supply problems if any.		
TOILET CLEANING ROUTINE			
42.	When is it cleaned?	Once a day ☐	Twice a day ☐ More than twice a day ☐ No ☐ daily
43.	Mention reasons for non-cleaning		
44.	Cleaning supplies used	Acid ☐ Bleach ☐ Phynol ☐ Others: _____	
45.	Dustbin (tick)	<u>Gents section</u> Present and used ☐ Absent ☐ Present and unused ☐ Why not used?: _____	<u>Ladies Section</u> Present and used ☐ Absent ☐ Present and unused ☐ Why not used?: _____

46.	Soap for washing hands	<u>Gents section</u> ☐ ☐ Present Absent Explain why soap: _____ is absent		<u>Ladies section</u> ☐ ☐ Present Absent Explain why soap: _____ is absent	
47.	Mode of disposal of sanitary napkins				
48.	Bucket inside toilets	<u>Gents section</u> ☐ ☐ Present Absent		<u>Ladies section</u> ☐ ☐ Present Absent	
49	Cobwebs observed	Yes ☐ No ☐			
50	Spitting observed	Yes ☐ No ☐			
51	Source of funds for repairs	MP/MLA funds ☐ CBO fund ☐ Other: _____			
52	Cleanliness of surrounding of toilet (upto 15 ft.)	Yes ☐ No ☐ If No, Explain why _____			
TOILET USAGE STATISTICS					
53	Family passes issued?	Yes ☐ N ☐ If No, Explain why _____			
54	Pass information	Number of pass holders:		Charge per family per month:	
55	No of pay users / day -toilet	No. of pay/users:		Charges per use:	
DISPLAY OF PERMANENT BOARD					

56	Display of free urinals for women	Yes ☐	No ☐
57	Display of passes available for family	Yes ☐	No ☐
58	Display of charges for outsiders	Yes ☐	No ☐
59	Display of charges for users	Yes ☐	No ☐
OVERALL STATUS			
60	Cleanliness of toilet	Clean and usable ☐	Not very clean but usable ☐ Not clean but used due to the need ☐
61	Physical condition	Looks good ☐	Partially broken but usable ☐ Bad condition but used due to the need ☐
How would you rate this toilet? ★ ☐ ★★ ☐ ★★★ ☐ ★★★★ ☐ ★★★★★ ☐			

* Give location in separate remarks – item wise.

Signature of ward Jr. Overseer

Name: _____

Contact no. _____

I have verified that all the columns of the format are filled all respects by the concerned J.O.after site visit on _____

Sign of Supervising Authority

Name: _____

ANNEXURE - N-1

SAMPLE CALCULATIONS FOR DESIGN OF SEPTIC TANK

For 21 Seated Community Toilet:

ASSUMPTIONS :

- i) No. of Users per seat: 35
- ii) Sludge Cleaning Interval: 3 (Three) months.
- iii) Sludge accumulation rate: 0.00021 cum per capita per day.
- iv) Waste water detention period: 2 days
- v) Waste water entering the tank: 8 liters per user.
- vi) Scum accumulation: 30% of sludge volume.
- vii) Total capacity of Septic tank: Waste Water + Sludge + Scum.

CALCULATIONS

Total No. of User = 21 seats x 35 user seat	= 735
A. Waste Water entering the septic tank	= 8 x 735 liters per day
	= 5880 liters per day.
Total capacity of the septic tank	= 2 x 5880 liters
(for detention period 2 days) for waste water	= 11760 liters or 11.76 cum. (i)
B. Volume of the Sludge Storage	= 0.00021 x 735 x 365/2
(ii)	= 28.16 Cum.
C. Volume of scum	= 30/100 x 28.16
(iii)	= 8.448
Required Total Capacity of the Septic Tank = Total Waste Water + Sludge + Scum	
	= (i) + (ii) + (iii)

$$= 11.76 + 28.16 + 8.448$$

$$= 48.368 \text{ Cum.}$$

$$= \text{Say } 49 \text{ Cum.}$$

Taking depth of the septic Tank below its top liquid level as 1.5 m.

$$\text{Area of the tank} = 49 / 1.5 = 32.66 \text{ Sq. m.}$$

$$\text{Taking width of the tank} = 4 \text{ m}$$

$$\text{Length of the tank} = 32.66 / 4 = 8.16 \text{ m.}$$

Since, the length of tank shall be 2 to 4 times the Width

$$\text{Ratio of Length to width} = 8.16 \text{ m} / 4 \text{ m} = 2.04$$

Hence, O.K.

Considering free board of 30 cm. total depth

$$\text{of the septic tank} = 1.5 + 0.3 = 1.8 \text{ m.}$$

Overall internal size of the Tank = 8.16 m × 4m × 1.8 m.
--

Note: The above calculation is sample calculation. The contractor shall submit the hydraulic & structural design of septic tank as per IS 2470-1985 for each & every toilet block individually in accordance with site condition.

ANNEXURE - O-1

POUR CARD FOR RCC TOILET BLOCK

Name of Work			
Contractors			
Name of CBO			
Proposed Activity			
Date of Concreting		Grade of Concrete	M30

A	PRE-CONCRETING:	YES	NO
	Availability of required Material & equipment		
1	Required Quantity of Constn. Material Cement / sand / Metal/ water is stacked on site		
2	Steel is provided in place as per design /drawing with proper covering		
3	Cement test results received		
4	Brand of Cement:		
5	Shuttering is provided		
6	No. of vibrators-needle provided (40/60) on site		
7	Mixer in working condition on site		
8	Whether centering, shuttering found satisfactory		

9	Requisite cube moulds (Nos) Nos. are kept ready on site		
10	Slump cone set is available on site		
11	Hessian Cloth for curing is kept ready		
12	Approx. Quantity of concrete:		
B	DURING CONCRETING:		
1	Approximate quantity of concreting done	Cum	
2	Measurements of Work done		
3	Grade of concreting	M-30	
4	Vatas provided for slab		
5	Slump of concreting	mm	
6	No. of cubes cast		
C	POST CONCRETING:		
1	Finish surface of concrete after concreting	Bad/ fair/ Good	
2	Whether sufficient curing is being done		
3	Cube Test result is received		
4	Stability certificate is received		
Contractor's Engineer PMC Engineer/Structural Engineer Site In-charge			

ANNEXURE P-1

Existing CTB details				
Name & Address of CTB				
UID				
Asset Code as per SAP				
Ownership				
Location				
Latitude				
Longitude				
Ward				
Beat No.				
Access Width in M				
Type of structure	G	G+1	G+2	
Type of Connection	Septic		Sewer	
No.of Seats	Male	Female	Transgender	Physically Handicapped
No.of W.C.	Indian		Western	
No.of Urinals				
No.of Wash Basin				
Care Taker Room	Yes/No			
No.of Bathrooms	Electric		Water	
Status of Water Connection	Consumer No.			
Status of Electric Connection	Company and Consumer No.			
No.of water heaters				
Solar system	Capacity in Kw			
EV charging point	Yes/No			
Utility Store	Yes/No			
ATM	Yes/No			
LOT No.				
Date of Construction				
Name of Contractor				
Name of MCGM Dept.				
DLP Date				
CBO Details				
Name and address of CBO				
Conatct no.				
Name of Caretaker				
Conatct no. of Caretaker				
Contract Cost				

Details of newly constructed CTB				
Name & Address of CTB				
Category of Toilet	Lot/Suvidha/Aspirational/Mhada/Pay & Use			
UID No.				
Asset Code as per SAP				
Ownership				
Location				
Latitude				
Longitude				
Ward				
Beat No.				
Access Width in M				
Type of structure	G	G+1	G+2	
Type of Connection	Septic		Sewer	
No. of Seats	Male	Female	Transgender	Physically Handicapped
No. Of W.C.	Indian		Western	
No. of Urinals				
No. Of Wash Basin				
Care Taker Room	Yes/No			
No of Bathrooms				
Status of Water connection	Consumer No.			
Status of Electric connection	Company and Consumer No.			
No. of water heaters				
Solar system	Capacity in Kw			
EV charging point	Yes/No			
Utility Store	Yes/No			
ATM	Yes/No			
LOT No.				
Date of Construction				
Name of Contractor				
Name of MCGM Dept				
DLP date				
CBO Details				
Name and Address of CBO				
Conatct no.				
Name of Caretaker				
Conatct no. of Caretaker				

Repairing details of existing CTB				
Name & Address of CTB				
UID				
Asset Code as per SAP				
Ownership				
Location				
Latitude				
Longitude				
Ward				
Beat No.				
Access Width in M				
Type of structure	G	G+1	G+2	
Type of Connection	Septic		Sewer	
No.of Seats	Male	Female	Transgender	Physically Handicapped
No.of W.C.	Indian		Western	
No.of Urinals				
No.of Wash Basin				
Care Taker Room	Yes/No			
No.of Bathrooms	Electric		Water	
Status of Water Connection	Consumer No.			
Status of Electric Connection	Company and Consumer No.			
No.of water heaters				
Solar system	Capacity in Kw			
EV charging point	Yes/No			
Utility Store	Yes/No			
ATM	Yes/No			
LOT No.				
Date of Construction				
Name of Contractor				
Name of MCGM Dept.				
DLP Date				
CBO Details				
Name and address of CBO				
Conatct no.				
Name of Caretaker				
Conatct no. of Caretaker				
Contract Cost				

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ANNEXURE Q-1

(Note: Annexure Q-1 to be submitted by contractor)

Drainage Completion Certificate

To,

Executive Engineer_____ Ward

Sir,

The work of drainage layout of CTB under Unique ID No. _____, Located at _____, in _____ Ward, has been completed to my satisfaction; the workmanship and the whole of the materials used are good; and no provision of the Act or the Development control Regulations or building Byelaws and no requisition made, condition prescribed or order issued there under, has been transgressed in the course of the work.

Acc:-

5 sets of drainage layout plan

Yours faithfully,

Name of Contractor

Authorised Signature

Address.....

Registration No.....

Date:.....

ANNEXURE R-1

(Note: Annexure R-1 to be submitted by Consultant)

Drainage Completion Certificate

To,

Executive Engineer_____ Ward

Sir,

The work of drainage layout of CTB under Unique ID No. _____, Located at _____, in _____ Ward, has been completed to my satisfaction; the workmanship and the whole of the materials used are good; and no provision of the Act or the Development control Regulations or building Byelaws and no requisition made, condition prescribed or order issued there under, has been transgressed in the course of the work.

Acc:-

5 sets of drainage layout plan

Yours faithfully,

Name of Consultant

Authorised Signature

Address.....

License No.....

Date:.....

ANNEXURE S-1

(Note: Annexure S-1 to be submitted by contractor)

Building Completion Certificate

To,

Executive Engineer_____ Ward

Sir,

The following work of CTB under Unique ID No. _____, Located at _____, in _____ Ward, has been completed to my satisfaction; the workmanship's and the whole of the materials used are as per the specifications stipulated in the tender; and no provision of the Act or the Regulations, Bye-laws and no requisitions made, condition prescribed or order issued there under, has been transgressed in the course of the work.

Acc:-

5 sets of drainage layout plan

Yours faithfully,

Name of Contractor

Authorised Signature

Address.....

Registration No.....

Date:.....

ANNEXURE T-1

(Note: Annexure T-1 to be submitted by consultant)

Building Completion Certificate

To,

Executive Engineer_____ Ward

Sir,

The following work of CTB under Unique ID No. _____, Located at _____, in _____ Ward, has been completed to my satisfaction; the workmanship's and the whole of the materials used are as per the specifications stipulated in the tender; and no provision of the Act or the Regulations, Bye-laws and no requisitions made, condition prescribed or order issued there under, has been transgressed in the course of the work.

Acc:-

5 sets of drainage layout plan

Yours faithfully,

Name of Consultant

Authorised Signature

Address.....

License No.....

Date:.....

ANNEXURE U-1
Structural Stability Certificate

To,

Executive Engineer_____ Ward

Sir,

The work of CTB under Unique ID No. _____, Located at _____, in _____ Ward, has been completed to my satisfaction, the workmanship's and the whole of the materials used are as per the specifications stipulated in the tender.

We hereby certify that the structural work of the above proposal is designed for Ground / Ground + 1 / Ground + 2 Floors and has been carried out at site as per our structural design and details with due consideration to seismic forces as per prevalent .I S. Code No. 4326-1993, IS Code 1893-2002, (The code for Earthquake Resistant Structure), 13920-1993 (Ductile Detailing of Reinforced Concrete Structures subject to Seismic forces, 456-2000 (Code of practice for Plain and Reinforced Concrete) and 875 -1987 (Code of Practice for Design Loads). The said structure is safe, stable & fit for the purpose of occupation for which it is intended.

Acc:-

5 sets of RCC Design Plans

Yours faithfully,

Signature of Structural Engineer.....

Name (in Block letters).....

Address.....

Registration No.....

Online Registration No.....

Date:.....

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SECTION 18

Scope of work of project management consultants
(PMC)

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The Scope of work of project management consultants (PMC) shall be as under:

1. To visit the referred site's allotted to them, carry out necessary total station survey for the project, assisting in obtaining PR card and C.S. /C.T.S. plan & other necessary documents and preparing measurement plan of existing structure/s if required.
2. To carry out 'Soil Investigation' to find out safe load bearing capacity of soil. Charges of Soil investigation will be reimburse as per BMC policy/rate, if same is carried out by the Consultant at his own cost.
3. To prepare conceptual plans and Architectural plans as per the requirement of User department.
4. To submit detailed Project Report and Detailed Project Plans for the development of the said premises, along with a block estimate to User and M.A. Department.
5. To apply and obtain all remarks of concerned departments of B.M.C., State Govt., Central Govt. and other Statutory Authorities which are required to ensure appropriate implementation of the project.
6. To prepare final Architectural plans & obtain user dept. /M.A. dept. approval and submit the same to statutory authority i.e B.P.(Spl.)cell / MMRDA / Govt/S.R.A. as may be required for Statutory approvals.
7. To coordinate with concerned depts. Of BMC for Electrical, Structural, Plumbing, Fire Fighting etc, works.
8. To design and carry out interior /landscape /site development works, if required for project including pavements, landscaping, furniture etc.
9. To prepare and submit working drawings, measurement sheets, R.C.C. designs, detailed estimates and tender documents for invitation of Tender based on Fair Market Schedule of B.M.C. The tender documents shall consist of the following:
 - i. Vol. I -(Scope of Work, General Contract conditions, Special Directions, Tender Note, etc.)
 - ii. Vol. II -(Technical Specifications)

iii. Vol.III- (BOQ- Civil, Consulting Architectural, Plumbing, Electrical, Mechanical & Furniture items accompanied by measurement sheets)

iv. Vol. IV- (Project Plans with detailed working drawing & specifications).

10. To prepare and submit Rate Analysis by obtaining not less than 3 quotations from the market for the Fair Items for approval, if the item is not available in latest FMB or any other schedule of B.M.C.. The Consultant shall be solely responsible for fair items) submitted by him/her.
11. To assist the B.M.C. in up-loading the project documents on SAP. E- Tendering and BP (Spl) Cell and for various NOC as will be required.
12. To assist Concerned Department, to jointly evolve the post qualification criteria for forwarding work to the specialized contractors.
13. To assist B.M.C. in evaluating and scrutinizing the tenders and advise the B.M.C. selection and appointment of the contractor.
14. To prepare a time bound development work schedule and get the same implemented smoothly through all the concerned, including tenderer/concerned BMC departments.
15. To arrange regular site visits of all concerned and submit weekly/monthly progress to Ch.Eng.(S.W.M.) till completion of construction/development work.
16. The Consultant will get the development work at site executed as per the scheduled time bound program and will also ensure that the 'Quality & Quantity' is maintained as desired by the B.M.C.
17. To verify and certify the bills of the contractors.
18. To get the concurrence of M.A. for various finishing items like tiles, colour/s scheme etc.
19. To prepare & issue detailed drawings and details, for proper execution of works during construction/execution.

20. To issue completion certificate and Structural stability certificate on completion of work to the S.W.M. dept. as may be required, along with soft copy in Autocad DWG format & Hard copy of as-built drawings for the record of B.M.C.
21. To attend coordination and review meetings with the M.A./ Ch.E.(SW.M..) C.E. /Director (E.S. & P.) / Zonal DMC / DMC(SWM)/ User/Hon. AMC/Hon. MC and anyOther department of B.M.C. /Govt./Semi Govt.& Court /Committee/s whenever called for.
22. To attend and reply to all the queries if any raised by the Audit deptt/Vigilance deptt./or any other deptt. Of B.M.C. through Concerned Dept. and in intimation with C.E./ Director) (E.S.& P./Ch.E.(SWM).

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SECTION 19
CIRCULARS

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CIRCULARS

Some of the circulars are attached herewith for ready reference

BRIHANMUMBAI MAHANAGARPALIKA

CIRCULAR 2020-21

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

Sub : Bid Security or EMD

Ref : No.MDD/7878 of 27.09.2016

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

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

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

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

- (a) The Bid Security/EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.
- (b) The Bid Security/EMD and ASD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid.

(c) In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.

The above revised directives shall come into effect immediately on issuance of this circular.

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

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

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

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

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

Sd/-13.10.2020
Dir.(ES&P)

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

Sd/-23.10.2020
Municipal Commissioner

MUNICIPAL CORPORATION OF GREATER MUMBAI

CIRCULAR

U/No.MGC/F/6342 dated 5.5.2018

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

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

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

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

ANNEXURE III

1) HYDRAULIC ENGINEER'S DEPARTMENT/ WATER SUPPLY PROJECTS

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

2) ROAD, TRAFFIC / BRIDGES DEPARTMENT

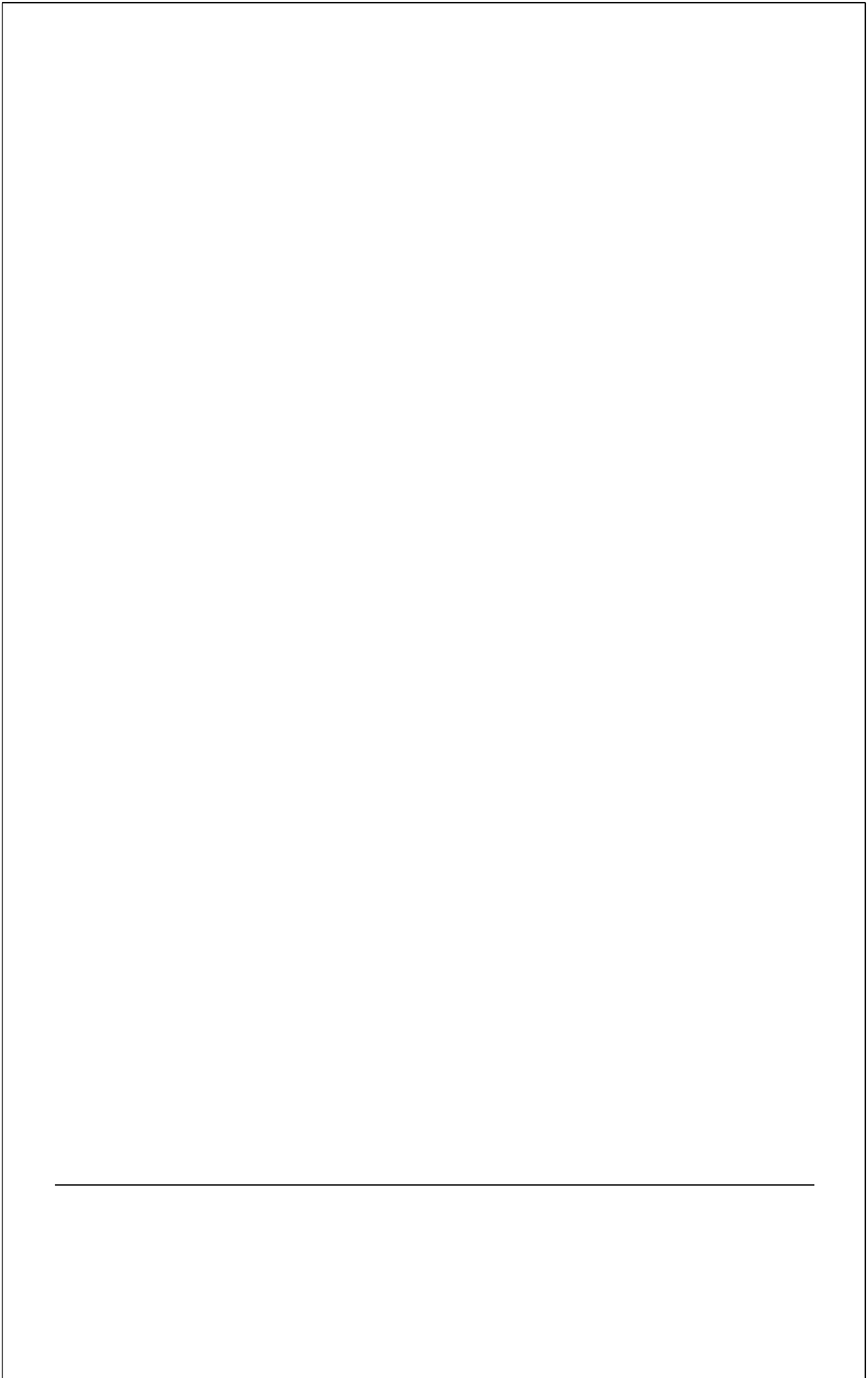
- i) Inconvenience regretted
- ii) Working towards a better tomorrow
- iii) My Mumbai, Green Mumbai

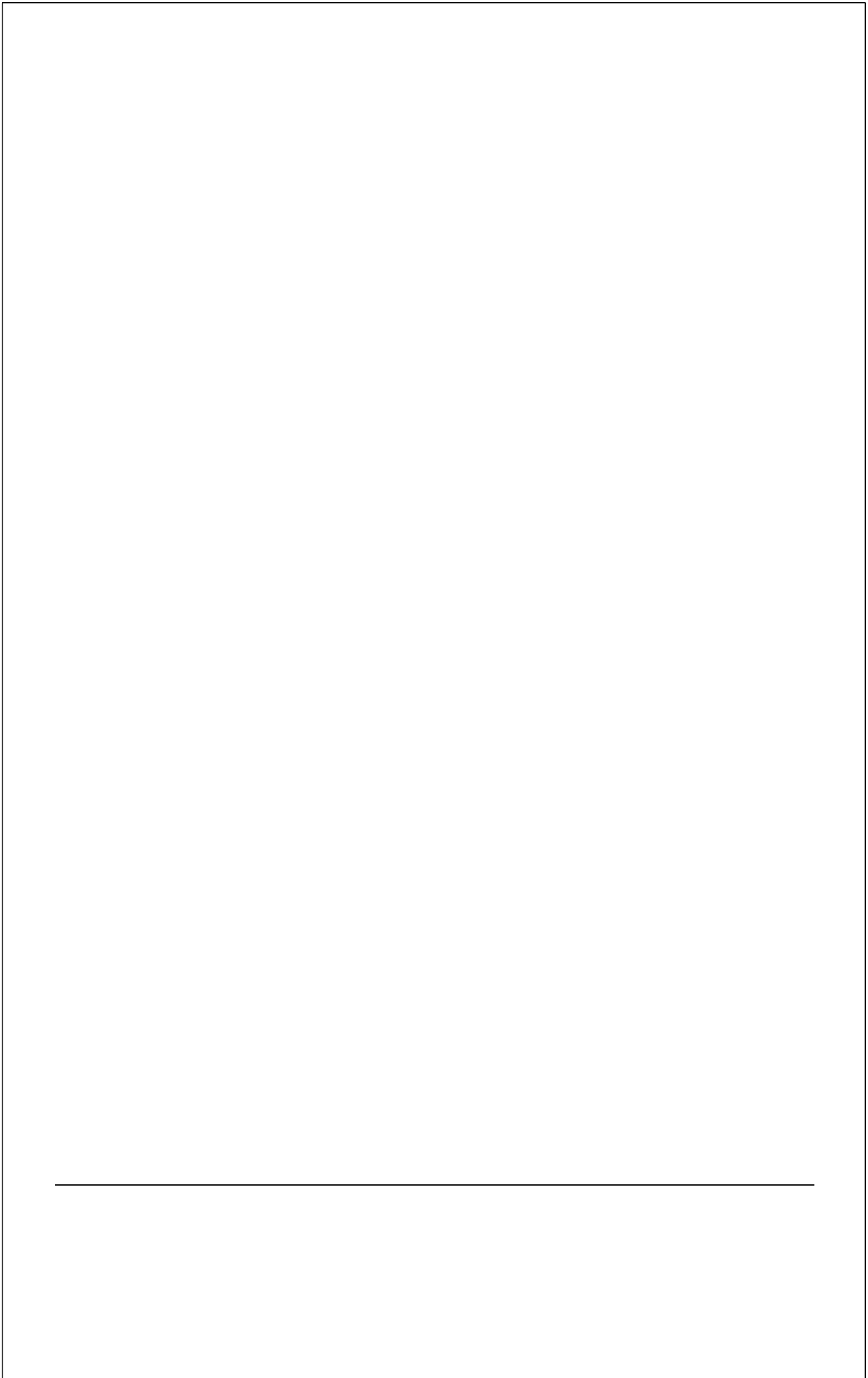
3) SEWERAGE PROJECTS DEPARTMENT/ SEWERAGE OPERATIONS DEPARTMENT

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

4) STORM WATER DRAIN DEPARTMENT/ WARD WORKS

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





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

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

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

This circular shall come in force with immediate effect.

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

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

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

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

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

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

MUNICIPAL CORPORATION OF GREATER MUMBAI

Dy.Ch.E/ 1109 / (B.P) Spl. Cell dt. 127 AUG 2018

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

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

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

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

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

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

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

dumping ground shall be complied with before starting demolition of structures and/or starting any excavation work/ construction work.

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

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

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

Municipal Architect

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

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

For information and to take necessary action please.

24/08/18
Dy.Ch.E.(BP)Spl.Cell



HCC(Extd)/All AEs.
Pl. go through & d.3.4.4.4.

30/08/18
नगर उप अभि. (इ. बांधकाम) कर्मि
पूर्व उपनगरे

MUNICIPAL CORPORATION OF GREATER MUMBAI

C/13

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

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

A) For Existing designated unloading sites -

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

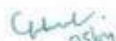
B) For Approval of New C & D waste unloading sites -

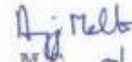
The builder/developer shall apply to Solid Waste Management Department with following details :-

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


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


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


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


M.C. 5/4/18

Gen-79-2500 (1405)

14

MUNICIPAL CORPORATION OF GREATER MUMBAI

CIRCULAR
2015-16

No.Dir/ES&P/324 dated 15.07.2015

Sub:- New policy for governing extra/excess.

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

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

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

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

Definition of the various terms are as follows :-

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

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

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

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

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

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

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

New policy for governing extra/excess

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

- (a) Feasibility of foreclosing the work shall be explored.
- (b) In case, the foreclosure is not possible e.g. where all schedule members are exposed and the work cannot be entrusted to new

Gen-79

-4-

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

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

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

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

A.M.C.(City)

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

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

A.M.C.(P)

M.C. 14/7/15
Municipal Commissioner

Gen-79

Statement 'A'

Excess

Nature of work	Permissible limit of % of excess in individual item	Permissible limit of % of saving in individual item	Approving authority	
			Dir(ES&P)/DMC(E)/DMC(SE)	Concerned AMC
General Works	20%	20%	Upto 5%	Above 5% upto 15%
Underground works	25%	25%	Upto 5%	Above 5% upto 20%
Unforeseen works	35%	35%	Upto 5%	Above 5% upto 25%
Payment terms :				Above 25% upto 35%

Excess items shall be paid as per the rate quoted by the tenderer at the time of tender.

Extra/Fair

For all nature of works	Permissible limit of % of contract cost		Approving authority
	Upto 5% only		Concerned AMC
Payment terms :			Upto 5%

Extra items shall be paid as per the rate prevailing in "Unified Schedule of Rates" of MCGM at the time of tender at rebate quoted by the contractor or at par in case of premium quoted by the contractor at the time of tender.

Fair items shall be got approved by the Committee framed. The engineer in-charge shall work out these fair items at fair and reasonable market rates on the basis of material, labour and operations of construction equipment required to execute the item and allowing 15% to cover profits and overhead charges (i.e. including taxes, duties, octroi, I.B.T, etc.) on the same lines of rate analysis prepared for the items that are in "Unified Schedule of Rates" of MCGM.

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

[Signature]

Chief Accountant (Finance)

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

MUNICIPAL CORPORATION OF GREATER MUMBAI

CIRCULAR

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

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

Ref:- 1. Circular No.CA/FRD/I/57 dt.13.03.2013.
2. Circular No. Dir/E.S.&P./324 dt.15.07.2015.

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

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

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

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

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

Sd/- 13.10.2020

C. A. (WSSD)

Sd/- 13.10.2020

C. A. (Finance)I.c.

Sd/- 13.10.2020

D.M.C. (Infra)

Sd/- 13.10.2020

D.M.C.(E.)

Sd/- 14.10.2020

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

Sd/- 13.10.2020

Dir.(E.S.&P.)

Sd/- 16.10.2020

A.M.C. (Project)

Sd/- 23.10.2020

Municipal Commissioner

Statement –A

(i) Extra/Excess/Saving

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

(ii) Fair Item

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

Payment Terms:

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

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

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

Sd/- 13.10.2020	Sd/- 13.10.2020	Sd/- 13.10.2020	Sd/- 13.10.2020	Sd/-14.10.2020	Sd/-13.10.2020
C. A. (WSSD)	C. A. (Finance)Lc.	D.M.C.(Infra)	D.M.C.(E.)	D.M.C.(S.E.)	Dir.(ES&P.)

MUNICIPAL CORPORATION OF GREATER MUMBAI

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

C I R C U L A R

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

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

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

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

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

Sd/- 15.12.2020
M. C.

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

Copy to :

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

Forwarded for information and necessary action please.

9/c

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

D:\FN\1\2020\31-4520\Note subletting contract

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

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

Forwarded for information please.

9/c

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

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

C.C. to:

Submitted please.

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

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

Sir/Madam,

Hon'ble M.C.

Sir,

9/c

MUNICIPAL CORPORATION OF GREATER MUMBAI

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

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

Ref: 1. AMC/P/3425 dated 22.10.2019

2. MGC/E/500 dated 15.11.2019

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

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

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

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

This circular will come in force with immediate effect.

Sd/- 15.10.2019

(S.R.Argade)

D.M.C. (S.E.) I/c

Sd/- 15.10.2019

(Pravin Darade)

A.M.C. (P)

sd/- 15.11.2019

(Praveen Pardeshi)

Municipal Commissioner

P.S. to MC / P.S. to AMC (City) / P.S. to AMC (ES) / P.S. to AMC (WS) /

P.S. to AMC (Project)

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

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

Asst. Commissioner (SWM) / Chief (PO)

Director (E.S.&P) / Director (IT) / Director (Disaster Management) & C.C.R.C.

Director (Medical Education and Public Health)

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

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

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

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

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

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

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

Dean, B.Y.N. Nair Hospital and Taniwala National Medical College

Dean, Nair Dental Hospital and Medical College / Dean, L.T.M.G. Hospital and Medical College

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

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

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

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

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

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

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

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

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

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

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Municipal Corporation of Greater Mumbai

(Solid Waste Management Department)

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

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

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

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

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

All concerned departments are hereby requested to submit the relevant information in the attached format by 15th of every month positively on email- eeswm26@gmail.com / ee6126.swm@mcgm.gov.in as the same is required to be given to the Monitoring Committee every month.



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

Municipal Corporation of Greater Mumbai

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

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

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

Name of Department / Sub Division: _____

Month : _____

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

Asstt. Engr. _____ Ex. Engr. _____

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

MUNICIPAL CORPORATION OF GREATER MUMBAI

C I R C U L A R

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

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

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

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

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

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

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

Sd/-
10.02.2011
City Engineer

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

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

Copy to -

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

9/2/11
Dy.C.E.(P & D.) City

TABLE 4 FINE AGGREGATES

(Clause 4.3)

(I.S. 383 : 1970)

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

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

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

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

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

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

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

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

- 3 % silt passing 75 micron diminishes wearing resistance.
- Washing the material can reduce the amount of fines.
- Presence of fines increases bleeding of concrete.
- Stable aggregate moisture content is desirable.
- Information about moisture absorption capacity helps in correction of w/c ratio.
- Manufactured sand absorbs more water as it has larger surface area.
- Use of manufactured sand will therefore require more cement content.
- Bulk density of the manufactured sand is less as it has more voids.
- It is desirable to have cubical particles for crushed sand.
- The aggregates retained on 300 micron sieve, has greater dust adhering to their surface.
- The increased angularity, fines and voids increase the water demand for the mix to obtain the same slump although the mechanical properties are not affected.
- Gradation of the manufactured sand is of prime importance.
- The manufactured sand requires more cement paste; therefore shrinkage properties are adversely affected.
- The density of manufactured sand increases slightly with increase in fineness modulus and so also the compressive strength and flexural strength of the concrete produced from such sand.
- Fineness modulus will have very little effect in permeability.

Comparison With Natural Sand

Property	Natural Sand	Crushed Fine Aggregate
Shape	Spherical Particles	Cubical
Gradation	Cannot be controlled	Can be controlled
Particles passing 75 micron	Presence of Silt Should be Less than 3%	Presence of Dust Less than 15%
Specific Gravity	2.6 to 2.8	2.7 to 2.9
Water Absorption	2 to 3 %	3 to 4%
Ability to hold surface moisture	Up to 7%	Up to 10%

क्र.प्र.अभि/चकव्य 1177A/40
दिनांक 24/7/26

बृहन्मुंबई महानगरपालिका

As (sum) A/C

परिपत्रक

मुख्य लिपिक (घ.क.व्य.) लेखा
कार्यकारी सहायक (घ.क.व्य.) लेखा

क्र. प्रले/वित्त/प्रकल्प/04 दि. 08.07.2026

प्रशासकीय अधिकारी (घ.क.व्य.) लेखा

विषय-प्रमाणित निविदा दस्तऐवज (SBD) मधील, अतिरिक्त सुरक्षा ठेव (Additional Security Deposit) अट सुधारित करण्याबाबत.

- संदर्भ:- 1) क्र. प्रले (वित्त)/42 दि.09.01.2021
2) क्र. एमसीसी/एफ/6446 दि.06.10.2025

बृहन्मुंबई महानगरपालिकेच्या विविध खात्यांमधील निविदा प्रक्रियेमध्ये एकरूपता व सुसंगती राखण्याच्या उद्देशाने प्रमाणित-निविदा दस्तऐवज (Standard Bid Document - SBD) तयार करण्यात आलेला आहे. तथापि, कालांतराने विविध खात्यांनी वेळोवेळी सूक्ष्म प्राधिका-यांच्या मंजूरीने सदर दस्तऐवजातील अटी व शर्तींमध्ये खातेस्तरावर सुधारणा / बदल केले आहेत.

सद्यस्थितीत, विविध खात्यांमार्फत राबविण्यात येणा-या निविदा प्रक्रियेमध्ये अतिरिक्त सुरक्षा ठेव (Additional Security Deposit) रकमेच्या अटी व शर्तींमध्ये केलेल्या सुधारणा/बदलांमुळे एकरूपता व राहता-शर्तींमधील स्थिती निर्माण होत असल्याचे निदर्शनास आले आहे. या प्रकरणी, मा. महानगरपालिका अध्यावृत्त यांनी संदर्भ क्र. 2 अन्वये अतिरिक्त सुरक्षा ठेव रकम भरण्याबाबतची सुधारित अट उपरोक्त संदर्भ क्र. 1 अन्वये निर्गमित परिपत्रकानुसार घेण्याबाबत आदेश पारित केले आहेत.

तदनुगुणाने, अतिरिक्त सुरक्षा ठेव (Additional Security Deposit) रकमेचा सुधारित दर, खिक्करण्याची कार्यपद्धती व भरता-याबाबतची अट खालील नमुद तक्त्यानुसार सुधारित करण्यात येत आहे.

सद्यस्थितीत	सद्यस्थितीत अट	सुधारित अट
Additional Security Deposit (ASD)	The additional security deposit will be applicable when a rebate of more than of 12 % at the rate of with no maximum limit. The ASD is calculated as follows: Additional security deposit = $(X/100) \times$ office estimated cost, Where X=percentage rebate	Rebate quoted by bidder ASD applicable
		Up to 12% rebate No ASD
		12.01% to 20% rebate 1% of estimated cost for each percentage and part

quoted above 12% The ASD shall be paid online in the ASD tab for bidders in e-tendering system before submission of the bid. (MCGM Portal)	thereof above 12% rebate For e.g. :- Rebate quoted (-)18.06% ASD = (18.06-12) x 1% x Estimated Cost
20.01% rebate & above	1% of estimated cost for each percentage and part thereof above 12% upto 20% rebate (i.e. 8%) + 2% extra for each percentage and part thereof over and above 20% rebate For e.g. :- Rebate quoted (-)24.70% ASD = (8% + [(24.70%-20%) x 2]) x Estimated Cost

Along with LOA department shall issue challan of requisite amount of ASD to be deposited by the contractor.

The ASD is to be submitted within 15 working days after Issue of LOA in the form of Demand Draft at the CFC Counter and submit copy of the receipt to the concerned HOD. If the requisite ASD is not submitted within 15 working days after issue of LOA 10% E.M.D shall be forfeited. Further, if requisite ASD is not submitted within 30 working days after issue of LOA, 100% E.M.D shall be forfeited and the bidder/company shall be debarred for a period of two years. Also, if any Director/ Partner of such company is functioning as Director/Partner in any other company, that company shall also be liable for debarment for two years. Further, the work awarded will be terminated/revoked

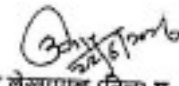
37

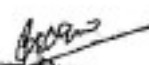
Refund of ASD	The additional security deposit shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works. In the event the Engineer issues a Taking-over Certificate for a section or part of the Permanent Works, only such proportion thereof as the Engineer determines (having regard to the relative value of such section or part of the Works) shall be considered by the Engineer for payment to the Contractor.	The additional security deposit shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works. In the event the Engineer issues a Taking-over Certificate for a completed works having separate WBS element, Only such portion shall be considered for payment to the Contractor.
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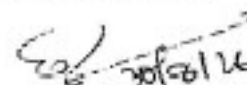
तसेच, सर्व खाते प्रमुख व कार्यकारी अभियंता तसेच संबंधितांनी 'अ' येथे नमूद केलेली अट कंत्राटदरमिता देण्यात येणा-या स्थिकृतीपत्रात अंतर्भूत करण्याची काटेकोरपणे दखता घ्यावी.

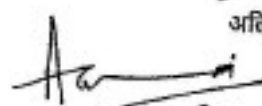
या द्वारे सर्व खाते प्रमुख / सहाय्यक आयुक्त / रुग्णालय अधिक्षाता / वैद्यकीय अधिक्षक / उप प्रमुख लेखापाल / लेखा अधिकारी यांना आदेश देण्यात येत आहे कि, सदर परिपत्रक निर्गमित झाल्याच्या दिनांकापासून अंदाजित रक्कमेवर मागविण्यात येणा-या निविदेमध्ये अतिरिक्त सुरक्षा ठेव रक्कमेची सुधारित अट अंतर्भूत करण्याबाबत काटेकोरपणे अंमलबजावणी करण्याची दखता घ्यावी.


प्रमुख लेखापाल (पा.पू.म.नि) प्र.


प्रमुख लेखापाल (वित्त) प्र.


सह आयुक्त (वित्त)

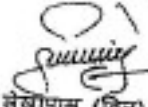

अतिरिक्त आयुक्त (प्रकल्प)


महानगरपालिका आयुक्त

परिपत्रक क्र. प्रते/वित्त/प्रकल्प/04 दि.08.07.2026

प्रत _____ यांना सहिलीकृती आणि आवश्यक त्या कार्यवाहिकरीता रवाना.

MSI 539CA-BNPP-74890-2016-23-200000pi-28


प्रमुख लेखापाल (वित्त) यांजकरीता

1-79890

MUNICIPAL CORPORATION OF GREATER MUMBAI

Office of the DMC CPD,
Central Purchase Department,
566, N.M. Joshi Marg, Byculla, Mumbai – 400 011.

No.DyChE/CPD/2025 / Date: 01.09.2021

CIRCULAR

Sub: Formation of Grievance Redressal Committee (GRC) to address grievances from bidders.

Ref: MGC/F/4961 dtd.09.08.2021.

Hon. M.C.'s accorded sanction under reference to form Grievance Redressal Committee (GRC) to address grievances from the bidders regarding the responsiveness/non-responsiveness in Packets 'A', 'B' or 'C' in all the tenders. Therefore, all HOD's are requested to incorporate following condition in all the tenders.

Grievance Redressal Committee(GRC)

1. If a Bidder is not satisfied with the decision of responsiveness/non responsiveness in Packets 'A', 'B' or 'C' by the concerned HOD, he may appeal to D.M.C.(C.P.D.) by paying fee of Rs.25,000/-.
2. D.M.C.(C.P.D.) will assign the work of co-ordination of various activities and administration work of G.C.R. to nominated Registrar – Shri. Uday B. Mande.
3. The Committee for hearing grievances and passing orders will be constituted as follows:
 - (a) The Committee will comprise of D.M.C. / Director / Jt.M.C. of tender inviting department and D.M.C./Director/Jt.M.C. of the department for which tender is being invited.

For example, if tender is invited by C.P.D. dept, for K.E.M. Hospital then the Committee will be of DMC(CPD) and DMC(PH).
 - (b) In case the tender inviting department and department for which tender is being invited are same then the concerned DMC / Director / Jt.M.C. of the same department and DMC(CPD) will be the members of the Committee.

For example, if tender is invited by Dean (KEM) for KEM Hospital then the Committee will be DMC(PH) and DMC(CPD).

In tabular format:

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

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

Sd/-27.07.2021
Dy ChE (Civil) CPD

Sd/-27.07.2021
D.M.C. (C.P.D.)

Sd/-30.07.2021
A.M.C. (W.S.)

Sd/-06.08.2021
Hon'ble M.C.

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CHE /BM/019919/II dated 07.01.2019.

CIRCULAR

Sub:- Corrections in parameters i.e. similar work experience criteria for major structural repairs / maintenance works & reconstruction / new construction building works undertaken through all M.C.G.M. departments and other corrections in para of curable and non-curable defects and the Header Data of the S.B.D.

Ref:- (1) MGC/ F/8058 dated 03.01.2019

The following amendments / corrections are proposed to be made in the respective paras of the S.B.D. document for **"works of carrying out major structural repairs / maintenance works and reconstruction / new construction building works"** undertaken through all M.C.G.M. departments as per approval of Hon'ble M.C. w/no.MGC/ F/8058 dated 03.01.2019.

- (I) **Para-Clause 1.3 : Similar experience (for works of carrying out major structural repairs / maintenance works and reconstruction / new construction building works)**

Sr. No.	As per SBD	Proposed Amendment
1.	For assessing the technical capacity of "Regular, Routine and Maintenance works; Similar work shall mean, the completed or on-going works in Building Construction OR Building Maintenance such as repairs OR construction / repairs of asphalt / concrete roads OR laying / rehabilitation of sewer lines along with allied components OR laying / rehabilitation of water pipe lines in Cast Iron / M.S. Pipes / HDPE/MDPE pipes OR repairs/ maintenance / construction of culverts over nullah.	"For assessing the technical capacity of major structural repairs / maintenance works and reconstruction / new construction works; similar work shall mean, the completed or on-going works in Building Construction OR Building Maintenance such as repairs / retrofitting / upgradation/ structural repairs".
2.	As per Circular No.MDD/9945 of 30.01.2017 para "D", the 'Similar Experience' for 'Regular Routine and Maintenance works' shall mean " <i>any work in any department" as mentioned hereinafter.</i>	Not to be insisted for "major structural repairs / maintenance works and reconstruction / new construction building works".

(II) **Para-Curable and Non-Curable defects**

	As per SBD	Proposed Amendment
(i)	<u>Curable Defect shall mean shortfalls in submission such as :</u>	<u>Curable Defect shall mean shortfalls in submission such as :</u>
a)	Non-submission of following documents (i) Valid Registration Certificate (ii) Valid Bank Solvency (iii) Sales Tax Registration Certificate (VAT) (iv) Certified copies of PAN documents and photographs of individuals, owners etc. (v) Partnership Deed and any other documents. (vi) Undertaking as mentioned in the tender document.	a) Non-submission of following documents (i) Valid Registration Certificate (ii) Valid Bank Solvency (iii) Sales Tax Registration Certificate (VAT)/Goods and Service Tax Registration certificate. (iv) Certified copies of PAN documents and photographs of individuals, owners etc. (v) Partnership Deed and any other documents. (vi) Undertaking as mentioned in the tender document.
	b) Wrong calculation of Bid Capacity	b) - Deleted -
	c) No proper submission of experience certificates and other documents, etc.	c) - Deleted -
(ii)	<u>Non-Curable Defect shall mean</u>	<u>Non-Curable Defect shall mean</u>
a)	Inadequate submission of EMD/ ASD amount	a) Inadequate submission of EMD/ ASD amount
b)	Inadequacy of technical or financial capacity with respect to eligibility criteria as stipulated in the tender.	b) Inadequacy of technical or financial capacity with respect to eligibility criteria as stipulated in the tender.
		c) Wrong calculation of Bid Capacity.
		d) No proper submission of experience certificates and other documents, etc.

(III) **Para-Header Data**

As per present practice		As per proposed modification	
Tender Document No.	XXXXXXXXXXXXXX	Tender Document No.	XXXXXXXXXXXXXX
Name of Organisation	Municipal Corporation of Greater Mumbai	Name of Organisation	Municipal Corporation of Greater Mumbai
Subject	XXXXXXXXXXXXXX	Subject	XXXXXXXXXXXXXX
Cost of Tender	Rs. XXXXXXXXXXXX/- (5.5% VAT)	Cost of Tender	2.50% SGST + 2.50% CGST)

Cost of E-Tender (Estimated Cost)	Rs.	Cost of E-Tender (Estimated Cost)	Rs.
Bid Security Deposit /EMD	Rs.	Bid Security Deposit / EMD	Rs.
Date of issue and sale of tender	 from 11.00 Hrs.	Date of issue and sale of tender	 from 11.00 Hrs.
Last date & time for sale of tender & <u>Receipt of Bid Security Deposit</u>	 from 12.00 Hrs.	Last date & time for sale of tender	 from 12.00 Hrs.
Submission of Packet A, B & Packet C online.	 from 16.00 Hrs.	Submission of Packet A, B & Packet C online & <u>(Receipt of Bid Security Deposit)</u>	 from 16.00 Hrs.
Pre-Bid Meeting	 from 11.00 Hrs. in conference room of Ch.E.(.....)	Pre-Bid Meeting	 from 11.00 Hrs. in conference room of Ch.E.(.....) as applicable.
Opening of Packet 'A'	 after 16.01 Hrs.	Opening of Packet 'A'	 after 16.01 Hrs.
Opening of Packet 'B'	 after 15.00 Hrs.	Opening of Packet 'B'	 after 16.10 Hrs.
Opening of Packet 'C'	 after 15.00 PM.	Opening of Packet 'C'	 after 15.00 PM.
Address for communication	Office of the Ch.E.(.....)'s office M.C.G.M., ----- floor, Engineering Hub Building, Dr.E.Moses Road, Worli Naka, Worli, Mumbai - 400018.	Address for communication	Office of the Ch.E.(.....)'s office M.C.G.M., ----- floor, Engineering Hub Building, Dr.E.Moses Road, Worli Naka, Worli, Mumbai - 400018.
Venue for opening of Bid	Online in Ch.Engg. (.....)'s office.	Venue for opening of Bid	Online in Ch.Engg. (.....)'s office.

The above amendments shall be made applicable for "major structural repairs / maintenance works and reconstruction / new construction building works" to be carried out through all M.C.G.M. departments and necessary correction shall be done in all tenders to be uploaded from this date onwards. The earlier circular issued in this regards for major structural repair / maintenance work u/No.CHE/BM/1365/II dt 20.04.2018 is treated as canceled with immediate effect.

sd/-
Dy.C.E.(S.I.C.)

sd/-
City Engineer

Sd/-
Director (E.S.&P.)

sd/-
A.M.C.(City)

sd/-
A.M.C.(W.S.)

Sd/- 03.01.2019
M.C.

Sd/-
07.01.2019
Ch.Eng. (BM)

Copy to –

CHE /BM/019919/II dated 07.01.2019.

Director(E.S&P)	DMC(Public Health)	D.M.C.(Garden Cell)
DMC(Engineering)	DMC(Special Engineering)	DMC(School)
DMC(SWM)	DMC(Vigilance)	Director(M.E&MH)
DMC(R.E)	D.M.C.(Fire Brigade)	DMC(Environment)
DMC, Zone _____	Director(I.T)	Dean,Nair hospital
Dean,Nair Dental,	Dean,Sion Hospital	Dean, KEM.
City engineer	Hydraulic engineer	Chief Engineer(D.P)
Chief Engineer(SWM)	Chief Engineer(SWD)	Chief Engineer(Roads&Traffic)
Chief Engineer(M&E)	Chief Engineer(SP)	Chief Engineer(S.O)
Chief Engineer(MSDP)	Chief Engineer(Bridges)	Chief Engineer(WSP)
Chief Engineer(Disaster Management)	Asst. Commissioner(market)	Asst. Commissioner(Planning)
Asst. Commissioner(R.E)	Asst. Commissioner _____ ward	Asst. Commissioner(Estate)
Executive Engineer(MHO)	Chief Accountant(Finance)	Chief Accountant(WSSD)

MUNICIPAL CORPORATION OF GREATER MUMBAI

Health Infrastructure Cell

No-CH.E./BM/15600/HIC date: 09.01.2019

CIRCULAR

Sub: Clarifications/corrections on the parameter (i.e. financial eligibility criteria in case of Joint Venture (J.V.) in the "Tender Reforms" circulated u/n MDD/7878 dated 27.09.2016.

Ref: AMC/WS/9153/ I dated 05.09.2018.

The detailed report on the above subject matter was submitted to C.E./Dir (ES&P)/AMC(WS)/ and as per AMC (WS)'s approval u/no- AMC/WS/9153/I dt 05.09.2018, the following amendments / corrections is proposed to be made in the respective part of SBD document for the works undertaken by MCGM department.

Sr.No.	Location in SBD	As per SBD	Proposed amendments
1	Section - 9 General condition of contract (pg. no. 102 of SBD) clause no. 83 - Joint venture, last paragraph regarding 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 in any one of the previous three financial years shall be at least 100% of the estimated value of the work as mentioned in the tender."	"The average annual contractual payments received by the JV firm or the arithmetic sum of average annual contractual payments received by all the members of JV firm, in proportion to their share in JV, in last three financial years shall be at least 30 % of the estimated value of the work as mentioned in the tender."

The above circular is forwarded to all HOD's on official e-mail Id's and will be uploaded on MCGM portal also.

HOD's are requested that all Engineer's and Account officers be informed about the same.

Copy to:-

City Engineer, Hydraulic Engineer, Ch. E.(Roads & Traffic), Ch.E.(S.W.D.), Ch.E.(C.S.),
Ch. E. D.P., Ch.E.(W.S.P.), Ch.E.(S.P.), Ch.E.(S.O.), Ch. E. (B.M.), Ch.E.(M&E).,
Ch.E.(M.S.D.P.), Ch.E.(S.W.M.), Ch.E.(C.T.I.&R.C.),
C.A.(Finance), C.A.(Treasury) , C.A.(Stores) , Law Officer.
Dy.Ch. E. (Roads)City W.S./E.S., Dy.Ch. E.(Bridges), Dy.H.E. City/W.S./E.S.,
Dy.Ch. E. (S.W.D.)City/E.S./W.S., Dy.Ch.E.(Civil)Environmental, Dy.Ch.(SIC),
Dy.Ch.E.(B.M.)City/W.S./E.S., Dy.H.E.(Ops), Dy.H.E.(PPC), Dy.H.E.(Const),
Dy.C.E.(P.I.Cell), Dy.Ch.E(HIC) , Dy.C.E. (BC)City / E.S./ W.S., Dy.H.E.(Maint),
Dy.Ch.E.(Traffic),
Asst. Comm.()Wards., Asst. Comm.(Market.), Asst. Comm.(Estate),
E.E. (B.C.) City, E.E. (B.C.) W.S., E.E. (B.C.) E.S., E.E.(M & R),E.E. (Garden
Cell)A.O.FAS, A.O.FSA, A.O.FRD-II (City), A.O. (Stores), A.O.(Transport),
A.E.(Maint) Civil KEM Hospital, A.E.(Maint) Civil Nair Hospital A.E.(Maint) Civil Sion
Hospital,
C/s Association.

For Information Please

Sd/- 28.03.2022

Chief Engineer (Vigilance)

PROPOSED RATES OF TESTING FEES AND QUANTITY OF SAMPLES FOR TESTS (YEAR 2022-23)				
Sr. No.	Description of test	Reference/ Standard	Rates in Rs. Per test	Quantity of samples required
A	AGGREGATE (COARSE & FINE)			
1	Sieve Analysis (dry)/Fineness Modulus	IS 2386 : Part I – 1963 (Reaffirmed 2021), IS 383 – 1970 (Reaffirmed 2016), MoRTH – 2013	1200.00	20 kg.
2	Silt Content		1510.00	2 kg.
3	Specific Gravity	IS 2386 : Part III – 1963 (Reaffirmed 2021)	1120.00	1 kg.
4	Impact Test	IS 2386 : Part IV –1963 (Reaffirmed 2021), MoRTH – 2013	1510.00	10 kg.
5	Crushing Value/ 10% Fine Value		1780.00	10 kg.
6	Los Angeles abrasion Value		2620.00	10 kg.
7	Water absorption	IS 2386 : Part III –1963 (Reaffirmed 2021), MoRTH – 2013	1120.00	1 kg.
8	Flakiness Index	IS 2386 : Part I –1963 (Reaffirmed 2021), MoRTH –2013	1200.00	10 kg.
9	Elongation Index		1200.00	10 kg.
10	Combined Flakiness & Elongation Index		2340.00	20 kg.
B	ASPHALTS			
11	a) Asphalt Macadam / Bituminous Macadam, Asphalt Mixes(Extraction & gradation)	IRC 27 – 2009, MoRTH – 2013	2270.00	7 kg. See Note-2 & 3
	b) Seal Coat (Extraction & Gradation)	Specification MoRTH –2013	2270.00	3 kg. See Note-2 & 3
12	Binder Course (Extraction, Gradation, Density, Voids)	Specification MoRTH –2013	3210.00	7 kg. See Note-2 & 3
13	Asphalt Concrete /Bituminous Concrete/ Dense Bituminous Macadam, Semi Dense Bituminous Concrete/ Polymer Modified Binder(PMB)/ Crumb Rubber Modified Binder (CRMB) (Extraction, Gradation, Density, Voids, Flow value, Marshall Stability)	IRC 29-1988, MoRTH – 2013, IRC-SP-53-2010	4650.00	7 kg. See Note-2 & 3

14	Mastic asphalt (Extraction, Gradation, hardness no)	IS 5317-2002 (Reaffirmed 2017) IS 1195-2002 (Reaffirmed 2017)	2900.00	2 specimen each of 10 cm dia or 10 cm square (2.5cm thk .)
15	Field density of Asphalt mixes /Soils	IS 2720 : Part 28, 1974 (Reaffirmed 2020)	3210 for first test and Rs.1670.00 for each addl. test.	See Note 13 & 23
16	Specific gravity of bitumen	IS 1201 to IS 1220:1978 (Reaffirmed 2019)	1510.00	2kg. See Note-9,10,11
17	Penetration test of bitumen		1510.00	2kg. See Note-9,10,11
18	Softening point of bitumen		1860.00	2kg. See Note-9,10,11
19	Presence of anti stripping agent	CRR I Specifications	1380.00	1 kg bitumen from Plant (sealed)
20	Effectiveness of anti stripping agent		2270.00	1 kg. in wide mouth bottle.
21	Ductility test of bitumen	IS 1201 to IS 1220:1978 (Reaffirmed 2019)	2060.00	1 kg. in wide mouth bottle.
22	Flash Point & Fire point		1380.00	1 kg. in wide mouth bottle.
23	Loss on heating, Thin Film Oven Test		2270.00	1 kg. in wide mouth bottle.
24	Viscosity Test		2480.00	2 kg. See Note-9
C	SOILS			
25	Specific gravity	IS 2720 : Part 3-1980 (Reaffirmed 2021)	1380.00	1 kg.
26	Bulk density		880.00	2 kg.
27	Natural moisture content	IS 2720 : Part 2-1973 (Reaffirmed 2020)	700.00	2 kg. See Note-10
28	Liquid limit	IS 2720 : Part V-1985 (Reaffirmed 2020)	1200.00	10 kg.
29	Plastic limit		1200.00	10 kg.
30	Void ratio (density & specific gravity)		970.00	

31	Standard Proctor Test	IS 2720 : Part 7-1980 (Reaffirmed 2021)	3210.00	20 kg.
32	Modified Proctor Test	IS 2720 : Part 8-1980 (Reaffirmed 2020)	3210.00	20 kg.
33	Laboratory C.B.R. Test	IS 2720 : Part 16-1987 (Reaffirmed 2021)	3950.00	25 kg.
34	Dry Sieve Analysis	IS 2720 : Part 4-1985 (Reaffirmed 2020)	970.00	25 kg.
35	Field C.B.R. Test	IS 2720 : Part 31-1990 (Reaffirmed 2020)	Rs. 3210.00 for first test and Rs.1670.00 for each addl. test.	
36	Safe Bearing Capacity of Soil	IS 6403-1981 (Reaffirmed 2021)	Rs. 3210.00 for first test and Rs.1670.00 for each addl. test	
D	BUILDING MATERIALS			
	CEMENT			
37	Cement (Initial & Final Setting time, Compressive Strength)	IS 269 – 2015 (Reaffirmed 2020) IS 12330 – 1988 (Reaffirmed 2019) IS 455 – 2015 (Reaffirmed 2020) IS 1489 – 2015 (Reaffirmed 2020) IS 4031 – 1988 (Reaffirmed 2019) IS 4031 - 1988 (Reaffirmed 2019)	4050.00	7 kg. See Note-7.
38	Lime		750.00	3 kg
	BRICKS			
39	a) Bricks(Set of Ten) (Compression Test, Absorption Test)	IS 12894-2002 (Reaffirmed 2017) IS 1077-1992 (Reaffirmed 2016) IS 13757-1993 (Reaffirmed 2016) IS 3495 (Part-1) 2019 IS 3495 (Part-2) 2019	2900.00	10 Nos.

	STEEL			
40	Steel bars (6mm dia to 20mm dia)(Area on weight basis, Yield Stress/0.02% Proof Stress , Ultimate Tensile Strength, % Elongation)	IS 432-1982 (Reaffirmed 2020) IS 1786-2008 (Reaffirmed 2018)	3010.00	60 cm. see Note 1 (c), 8.
41	Steel bars (Above 20mm dia)(Area on weight basis, Yield Stress/0.02% Proof Stress , Ultimate Tensile Strength, % Elongation)	IS 432-1982 (Reaffirmed 2020) IS 1786-2008 (Reaffirmed 2018)	3590.00	60 cm. see Note 1 (c), 8.
	CONCRETE			
42	Concrete Cube (Compressive Strength)	IS 456-2000 (Reaffirmed 2021), IS 516-1959 (Reaffirmed 2018)	1380.00	3 Nos. see Note 1 (c), (e), (h) & 18
43	Concrete Beam (Flexure Test) (10x10x50cm)		1780.00	3 Nos. see Note 1 (c), (e), (h) & 18
44	Concrete Beam (Flexure Test) (15x15x70cm)		1780.00	3 Nos. see Note 1 (c), (e), (h) & 18
	TILES			
45	Tiles (Absorption test)	IS 1237-2012 (Reaffirmed 2017), IS 13801-2013 (Reaffirmed 2018), IS 13630(Part-2)-2019, IS 15622-2017 IS 13630 (Part-6)-2019	1670.00	6 Nos. for each test
46	Tiles (Wet Transverse Strength Test)		1670.00	6 Nos. for each test
47	Tiles (Abrasion Test)	IS 13630(Part-12)-2019	3210.00	See Note 15
48	Wood (Moisture content)	IS 287-1993 (Reaffirmed 2017) IS 11215-1991 (Reaffirmed 2020)	1380.00	See Note 14
	CORES			
49	C.C.Road Core (Compression Test)	IS 456-2000 (Reaffirmed 2021), IS 516-1959 (Reaffirmed 2018)	6360.00 per core	See Note 1 (e), (h) & 18
	R.C.C. COVERS			
50	R.C.C. Cover & Dhapa testing	IS 12592 : 2002 (Reaffirmed 2018)	1380.00	

	R.C.C. PIPES			
51	Pipe testing			
	a) Up to 600 mm dia.	IS 3597-1998 (Reaffirmed 2018), IS 458-2003 (Reaffirmed 2021),	5650.00 Per pipe	Minimum One pipe of Each dia. Per Lot.
	b) 600 to 900 mm dia		6360.00 Per pipe	
	c) 900 mm & above.		7220.00 Per pipe	
	CONCRETE PAVING BLOCKS			
52	Paver Blocks (As per Road Dept. requirement)			
	a) Water absorption test	IS-15658-2021	1510.00	3 Nos
	b) Compressive test		2900.00	8 Nos
	c)Tensile Splitting test		2900.00	8 Nos
	d) Abrasion Test (Dry Condition)		2900.00	(See note no.21)
53	SWD/MANHOLE FRAME & COVERS (FRP COVERS)			
	a) Light / Medium Duty (Failure Load Test)	IS 1726: 1991, (Reaffirmed 2017) BS EN-124 2015	2640.00	1 no per lot of 50 covers
	b) Heavy Duty (Failure Load Test)		3950.00	
54	C.I Frame &. Covers			
	a) Light / Medium Duty (Failure Load Test)	IS 1726: 1991, (Reaffirmed 2017)	2640.00	1 no per lot of 50 covers
	b) Heavy Duty (Failure Load)		3950.00	
55	WATER TABLE (Failure Load Test)	BS-7263: Part 1: 2001 BS EN-1339: 2003	2640.00	1 Sample for 1000 nos of product
56	KERB STONE (Failure Load Test)		2640.00	
57	Welding Test (Tensile)	IS 3600 : 2019	1980.00	(See note no.22)
	OTHER CHARGES			
58	Duplicate additional copy of test report not older than 5 years		81.00 Per Copy	

Notes:

- 1) All requests for testing of samples must be made in writing in duplicate, specifying therein the following information. (Separate memo should be sent for cement, concrete, steel, soil, asphalt etc.)
 - a) Please mention the name of ward in which the work site is located, Name of the work, code number if any.
 - b) Type of material and tests desired (i.e. grade of cement, date of consignment.)
 - c) Identification mark on the sample should be mentioned on the forwarding memo (In case of concrete beams and cubes identification mark, grade of concrete, date of casting, specimen number etc. should be engraved on concrete sample.) If these details are marked by paint, samples will not be accepted. In case reinforcement bars, details shall be displayed on label pasted on bar and label must be signed by the Officer who has taken samples.
 - d) Name and full postal address of the Officer to whom the result is to be sent.
 - e) Date of sampling (i.e. date of laying asphaltic mix, Sr. No. of load, Name of the supplier/asphalt plant from where asphalt mix is acquired, casting concrete or taking sample)
 - f) Name of Contractors carrying out the work.
 - g) Additional information as spelt out in Ch.E. (Roads) circular U/No. Ch.E./3231/Roads of 07/09/06, in case of Asphalt Mixes.
 - h) Request for testing sample memo should comply circular u/no. Ch.E. / Vig./1827/B of 08.11.2021 & frequency of testing of various materials/items should be as per the circular u/no. Ch.E. / Vig. / 2348/ B of 28.12.2021.
 - i) Any other information which is specified by the user department.
- 2) Samples must also bear the identification mark and signature of site-in-charge/Officer taking the sample. In case of samples of asphaltic mixes sent in polythene bags, a legible-duplicate tag should be stapled from outside.
- 3) Quantity of sample must be adequate as shown in schedule and the specification with which the samples is to be tested shall be clearly mentioned on forwarding memo by the site in charge.
- 4) In case of payment by Demand Draft & by Cash, the full testing fees shall be paid in advance between 10.30 AM and 3.00 PM (01:30 PM to 02:00 PM Lunch Hours)

on working days except Saturday, and between 10.30 A.M. and 12 noon on Saturday.

- 5) In case of Online Payment (Only on introduction of this facility for Material Testing Lab)
- a) Full Payment as per the scheduled rates and penalty if applicable as per clause No. 12, 17 of this circular, shall be made before submission of sample to Material Testing Laboratory.
 - b) The Payment Receipt in original, shall be submitted along with the sample.
 - c) In-adequate quantity of sample will not be accepted irrespective of payment of full testing fees or in case of non-payment of penalties.
 - d) The amount paid will be forfeited in case of submission of inadequate quantity of samples or in case of part/non-payment testing fees/penalties.
- 6) For issuing additional copies or duplicate copies, Rs.81/- will be charged for each copy. Request for additional duplicate copy should be made in writing by site in charge or higher Officers of the user department.
- 7) Cement samples should be forwarded in sealed airtight container, one opening on top not less than 10cm. in diameter.
- 8) The steel samples for tensile testing of reinforcing bars, shall be straight for entire length without bends. The ends of bars shall be hack saw cut and not chisel cut. One sample of each dia. bar shall be sent for first test and for retest three bars shall be sent. The length of the bars shall be 60cm. for all dia. of steel bars.
- 9) Samples of bitumen, cut back, emulsions shall be forwarded in wide mouthed metal containers with labels pasted on the lid. (At least 2 litre capacity metal container)
- 10) Samples sent for testing natural moisture content shall be forwarded in wax coated packing or sealed airtight polythene bags.
- 11) The quantity of bitumen, cut back, emulsion sample should be at least 2 litres.
- 12) The sample thus taken shall be sent to Municipal Testing Laboratory as per the condition mentioned in the relevant Tender. The samples thus taken shall be sent to the municipal testing laboratory within 4 days from the date of laying of Asphalt Mix on site. In case of any delay, additional testing charges as penalty would be recovered from the contractor at the following rates

A	From the 5 th day to 7 th day from date of laying of asphalt mix on site.	Rs 10,000/-
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B	From the 8 th day to 14 th day from date of laying of asphalt mix on site.	Rs 20,000/-
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The above charges i.e. (A) and (B) shall be paid by the contractors at the time of submitting the samples in Municipal Laboratory.

As per tender conditions, additional penalty towards delay in submission of sample, if any, over and above (A) and (B) mentioned above also for other materials, would be recovered from the Contractors bill by the respective user department and would be credited to the following budget head and Voucher No. and date shall be intimated to A.E. (Soil Mech.)

If the samples of the asphalt mixes are not sent for testing within 14 days, payment for the corresponding quantity with reference to these samples shall not be made. The Charges would be recovered from the respective bills payable to the contractors by the respective user department and credited to the following budget head-

Fund Code: - 11

Department Code: - 44

Cost Center Name: - Material Testing Lab

Cost Center Code: - 1000442501

Account Head Penalties & Fines

Account heads code: - 140200200

13) Field Density test shall be taken on Asphalt concrete Carpet for any thickness. The Contractor shall obtain the intimation letter from Engineer-in-charge & furnish the same to A.E. (Soil Mech.) within 7 days from the date of laying of Asphalt concrete, for carrying out the field density test. If the Contractor fails to intimate the same within 7 days period the additional charges as penalty would be recovered from the Contractor at Rs.200/-per test per week at the time of submission of intimation to A.E.(Soil Mech.)'s office.

14) Sample of wood – As per I.S. 11215-1991, Clause No.4.2.3.

15) The test specimen shall be set of 6 pieces of size 70.6mm x 70.6mm, centrally cut from tiles and all corners shall be perfectly diagonal.

16) Sample shall be carefully brought & unloaded at Lab without any defects.

17) The samples taken for cubes and beams shall be sent to municipal testing lab at least two days before the actual date of testing. In case of delay additional testing charges as penalty shall be recovered from the Contractors at following rates.

- a) 100% additional testing charges per week shall be recovered other than concrete road works.
 - b) For concrete road work Rs.1000.00 per day will be recovered as per special conditions /directions to the tenders for cement concrete road works.
- 18)** In case of Non satisfactory result of concrete cube 28 days Strength/Core Compressive Strength, re-assessment of strength should be as per circular u/no. CHE/Vig/1938/B dtd.23.11.2021.
- 19)** R.C.C.Covers: No. of samples as per I.S. 12592: 2002
- 20)** R.C.C. Pipes: No. of samples as per I.S.458-2021.
- 21)** The test specimen shall be of size 70 ± 0.5 mm in square centrally cut in paver block and all corners shall be perfectly diagonal.
- 22)** The finished sample for testing of welding shall be submitted by contractor at his own cost as per IS 3600.
- 23)** Contractors have to make the to & fro arrangement for the transportation of equipment & staff for conducting following test
- a) Field C.B.R. b) Field Density for A.C. c) Safe Bearing Capacity
- 24)** For testing of R.C.C. pipes of dia. above 600 mm contractors has to make arrangement of hydra or necessary arrangements for handling the pipe & placing it in position under loading frame for testing. After testing of RCC pipes, the contractor has to take back the tested RCC pipes from the Municipal testing laboratory at their own cost.

Sd/- 28.03.2022
Chief Engineer (Vigilance)

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०२२-२०२३

क्र. प्रले/वित्त/प्रकल्प/२६ दि. २६.०७.२०२२

विषय : दि.१८.०७.२०२२ पासून सुधारित दराने लागू झालेल्या वस्तु व सेवाकरांच्या अनुषंगाने महापालिकेतील विविध प्रकल्प कामे तसेच वस्तु व सेवांच्या खरेदी देयकांवर वस्तु व सेवाकरांच्या अनुज्ञेयतेबाबत.

संदर्भ : १) क्र. प्रले/प्रकल्प/शहर/७ दि.१४.०७.२०१७
२) क्र. प्रले/प्रकल्प/शहर/८ दि.१४.०७.२०१७
३) क्र. प्रले/वित्त/प्रकल्प/२५ दि.१२.०७.२०२२

दि.१८.०७.२०२२ पासून वस्तु व सेवा करांच्या दरांमध्ये सुधारणा झाली असून, त्या अनुषंगाने महानगरपालिकेस प्राप्त झालेल्या तसेच होणाऱ्या देयकांवर वस्तु व सेवा करांच्या अनुज्ञेयतेबाबत वस्तु व सेवाकर सल्लागार मे. बाटलीबॉय अँड पुरोहित यांज्केडून " Point of Taxation in case of change of GST rates (Section 14)" प्राप्त झाले आहे. प्राप्त सल्ल्यानुसार वस्तु व सेवाकर कायद्यातील तरतूदीनुसार विविध प्रसंगी लागू असलेला जुना दर व सुधारित दर याबाबतचा मार्गदर्शक तक्ता (परिशिष्ट 'अ') सोबत जोडले आहे. त्याचप्रमाणे, वस्तु व सेवाकरांच्या सुधारित दराच्या अनुषंगाने महानगरपालिकेचे कर सल्लागार मे. बाटलीबॉय अँड पुरोहित यांनी सल्ला दिला आहे. त्याची प्रत परिपत्रका सोबत ' परिशिष्ट ब' येथे जोडण्यात आलेली आहे.

तथापि, जी कामे प्रगतीपथावर (In progress) आहेत, त्याबाबत सुधारित वस्तु व सेवा कर यांच्या अनुषंगाने अवलंब करावयाची कार्यपद्धती खालीलप्रमाणे असेल.

१) प्रगतीपथावरील कामाच्या कंत्राटामध्ये परिपत्रक क्र.प्रले/वित्त/प्रकल्प/शहर/८ दि.१४.०७.२०१७ नुसार 'कर' संबंधी Annexure -A Tax बाबतची निम्नलिखित अट

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

समाविष्ट असेल, तर

अ) अश्या प्रगतीपथावरील कामाच्या बाबतीत दि.१८.०७.२०२२ पूर्वी जेव्हादे काम झाले आहे व त्या कामाकरिता देयक सादर झाले असेल, तर कंत्राट

रक्कमेमधील त्या रक्कमेपर्यंतचे अधिदान वस्तु व सेवा कराच्या जुन्या दराने होईल. परंतु, दि.१८.०७.२०२२ किंवा त्यानंतर झालेली कामे अथवा देयक सादर केले असल्यास. त्या प्रत्येक प्रकरणी जुन्या दराने देण्यात आलेला कार्यदिश रद्द करून वस्तु व सेवा कराच्या ज्या कंत्राटास लागू असलेल्या सुधारित दराने कंत्राट किंमतीच्या अधीन राहून कार्यदिश देणे व त्यानुसार देयक प्रमाणित करणे आवश्यक असेल.

ब) मसूदा निविदेमध्ये वर नमूद केल्याप्रमाणे कर संबंधी Annexure -A Tax बाबतची अट अंतर्भूत आहे व कार्यदिश देण्यात आलेला नाही, अश्या सर्व प्रकरणात, वस्तु व सेवा करांच्या सुधारित दरांनुसार कंत्राट किंमतीच्या अधीन राहून कार्यदिश देणे आवश्यक असेल.

२) प्रगतीपथावरील कामाच्या कंत्राटामध्ये परिपत्रक क्र.प्रले/वित्त/प्रकल्प/शहर/८ दि.१४.०७.२०१७ नुसार कर संबंधी अट अंतर्भूत नसेल व करवाढीची रक्कम महापालिकेकडून देय असेल, या प्रत्येक प्रकरणी, त्या त्या कंत्राटामध्ये समाविष्ट असलेल्या कर संबंधित कंत्राटातील अटी व शर्ती नुसार सक्षम अधिकाऱ्यांनी निर्णय घ्यावा. तथापि, वस्तु व सेवाकराच्या सुधारित दरामुळे वाढणाऱ्या दायित्वामुळे कंत्राट रक्कमेत बदल होत असल्यास, अश्या प्रत्येक प्रकरणी, मुंबई महानगरपालिका अधिनियम १८८८ च्या कलम ६९ (ई) सह वाचावयाच्या कलम ६९ (क) नुसार सक्षम प्राधिकरणांची पूर्व मंजूरी प्राप्त करणे आवश्यक असेल, व त्यानुसार सुधारित कार्यदिश देणे आवश्यक असेल.

३) वस्तु व सेवा कराच्या सुधारीत दरांच्या अनुषंगाने प्रत्यक्ष काम करताना कराच्या दरांबाबत अथवा कोणतीही शंका असेल, तर महानगरपालिकेचे कर सल्लागार मे. बाटलीबॉय अँड पुरोहित यांचा सल्ला घेण्यात यावा. (email id- hiloni@batliboipurohit.com व sneh@batliboipurohit.com)

अतएव, सर्व खाते प्रमुख/सहाय्यक आयुक्त/रुग्णालय अधिष्ठता आणि उपप्रमुख लेखापाल/ लेखा अधिकारी यांनी देयके प्रमाणित करताना व संमत करताना " Point of Taxation in case of change of GST rates (Section 14)" नियमांची नोंद घ्यावी व उपरोक्त निदेशानुसार योग्य ती कार्यवाही करण्याच्या सूचना देण्यात येत आहेत.

(पांडुरंग गोसावी)
29/06/22

प्रमुख लेखापाल (पापुमनि)

(रामदास आव्हाड)
29/06/2022.

उप आयुक्त (वित्त)

(प्रदीप पडवळ)
29/06/22

प्रमुख लेखापाल (वित्त) प्र.

(पी. वेकरासू)
अतिसेवक आयुक्त (प्रकल्प)
27/7/22

29/06/22 29/06/2022

प-१५

परिशिष्ट 'अ'

Point of Taxation in case of change of GST rates (Section 14)					
Sr. No.	Date of acceptance of Service/Goods	Invoice Date [i.e. Date of invoice mentioned on the Tax Invoice or E-Invoice (if applicable)]	Date of Payment./ Payment Block removal date	Rate of GST Prior to 18.07.2022	Rate of GST on or after 18.07.2022
1	Before 18.07.2022	Before 18.07.2022	Before 18.07.2022	Yes	No
2	Before 18.07.2022	Before 18.07.2022	After 18.07.2022	Yes	No
3	Before 18.07.2022	After 18.07.2022	After 18.07.2022	No	Yes
4	Before 18.07.2022	After 18.07.2022	Before 18.07.2022	Yes	No
5	On or After 18.07.2022	After 18.07.2022	Before 18.07.2022	No	Yes
6	On or After 18.07.2022	Before 18.07.2022	After 18.07.2022	No	Yes
7	On or After 18.07.2022	Before 18.07.2022	Before 18.07.2022	Yes	No
8	On or After 18.07.2022	After 18.07.2022	After 18.07.2022	No	Yes
Imprest / Cash Advance	Before 18.07.2022	Before 18.07.2022	Advance	Yes	No
	On or After 18.07.2022	On or After 18.07.2022	Advance	No	Yes
Special Advances in Cash	Before 18.07.2022	Before 18.07.2022	Advance	Yes	No
	On or After 18.07.2022	On or After 18.07.2022	Advance	No	Yes

BRIHANMUMBAI MUNICIPAL CORPORATION

Circular

No. CA/Finance/Project/19 , Date 04.03.2024

Subject - Revised guidelines for payment of EMD for tenders to be uploaded on Mahatender Portal.

- Ref -
1. MDD/7878, dt.27.09.2016.
 2. Dir./IT/F-59, dt.10.05.2023.
 3. Dir./IT/505038 , dt.19.12.2023

As per the guideline issued vide circular mention in reference no. 2 & 3, all department are directed to use Mahatender for all the tenders above 25 lacs with effect from 15th June 2023, and for tenders below 25 lacs with effect from 21st December 2023 respectively. Accordingly all departments of BMC shall use e-Procurement System of Government of Maharashtra (Mahatender). Further, it has been directed that, all BMC department will have to follow the standard procedures of the said e-Tendering system of GoM and make relevant changes in their respective tender documents.

For participating in bidding process, bidders are required to deposit Earnest Money Deposit (EMD) through the payment gateways while submitting the bids. In BMC's tenders, in some cases, as per the relevant clause of tender, 10% of EMD amount has to be forfeited. Further, in some cases, for more than 2 curable-defects shortfalls, 2% of EMD per instance is forfeited. However, in Mahatender System, there is no such provision of partial forfeiture of EMD amount. Hence, the existing condition of partial forfeiture of EMD elaborated above needs to be modified. Further, the work of modifying Standard Bid Document of BMC under chairmanship of DMC (Infra) is under progress. Final decision regarding partial forfeiture of EMD will be taken by the committee. However, till then, to streamline the process of bidding, interim instructions regarding EMD are as follows;

1) Mode of payment of EMD

A tenderer shall pay entire amount of EMD through payment gateways of GoM on URL <http://mahatenders.gov.in>. The bidder shall upload scan copy of online paid EMD along with the bid submission in packet 'A'.

Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

2) If non-responsive;

If the bidder is found non-responsive after scrutiny of packet 'A'/'B', in such circumstances, the bidder will be made non-responsive and financial packet 'C' of non-responsive bidder will not be opened. However, there will not be any forfeiture of EMD.

3) Shortfalls:-

Maximum 5 shortfalls of curable defects shall be allowed and in case, curable defects are not compiled by bidder within given time period, the bidder shall be treated as 'Non-Responsive' & such cases will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by Registration Cell with due approval of the concerned AMC.

4) Refund of EMD :-

- c) Except successful bidder all other unsuccessful bidders' 100% EMD paid online will be refunded automatically.
- d) The Bid security of successful bidder will be discharged when the bidder has signed the agreement and /or furnish the required Security Deposits as elaborated in Standard Bid Document.

5) Forfeiture of Entire EMD:-

The existing conditions laid down in Standard Bid Document regarding forfeiture of entire bid security (EMD) shall remain unchanged.

These, interim-instructions will remain in force till the issuance of circular regarding amendment in SBD.

All the concerned Assistant Commissioners / HoDs shall note the above directives and to incorporate suitable clause in the draft tenders to be invited hereafter with immediate effect.



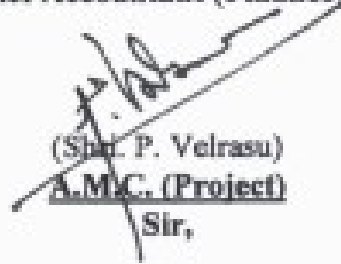
(Pandurang V. Gosavi)
Chief Accountant (W.S.S.D.)



(Pradeep B. Padwal)
Chief Accountant (Finance) l/c



(Shri. P. N. Gaikwad)
D.M.C. (Finance)
Sir,



(Shri. P. Velrasu)
A.M.C. (Project)
Sir,

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. : MGC/FB659 Dtd. 07.09.2019.

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

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

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

13.e) Arbitration and Jurisdiction:

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

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

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

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

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

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

13.e Arbitration and Jurisdiction

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

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

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

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

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

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

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

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

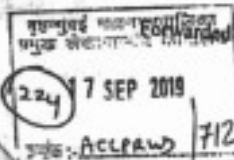
Sd/-29.08.2019
A.M.C. (P)

Sd/-06.09.2019
M.C.

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

Copy to :

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



Forwarded for information and necessary action please.

DY-CA (Exp)

लेखा अधिकारी (उपस्थ) C-A (Exp) / उप प्रमुख लेखापाल (Exp)

Director (E.S. & P.)

BRIHANMUMBAI MUNICIPAL CORPORATION

Chief Engineer (Vigilance) Deptt.

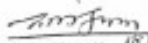
Circular

No.ch-E(V)/436/B dated 18/05/2023

Sub: - Annexing the Clause of GRC (Grievance Redressal committee) in the tenders.

Ref: - 1) AMC(P)'s approval U.no. AMC/P/677 dated 27.04.2023

As per the directions of AMC(P) u.no. AMC/P/677 dated 27.04.2023, all the concerned HODs, Ch.Eng. are requested to annex the Clause of GRC (Grievance Redressal committee) accompanying with this circular, in every tenders, so that vendor directly do not approach to higher authorities.


(Girish B. Nikam)
Chief Engineer (Vigilance) etc

C.C. to:

City Engineer, Hydraulic Engineer, Ch. E.(Roads & Traffic), Ch.E.(S.W.D.), Ch.E.(C.S.),
Ch. E. D.P., Ch.E.(W.S.P.), Ch.E.(S.P.), Ch.E.(S.O.), Ch. E. (B.M.), Ch.E.(M&E).,
Ch.E.(M.S.D.P.), Ch.E.(S.W.M.), Ch.E.(C.T.I.&R.C).,
C.A.(Finance), C.A.(Treasury) , C.A.(Stores) , Law Officer.
Dy.Ch. E. (Roads)City /W.S./E.S., Dy.Ch. E.(Bridges), Dy.H.E. City/W.S./E.S.,
Dy.Ch. E. (S.W.D.)City/E.S./W.S., Dy.Ch.E.(Civil)Environmental, Dy.Ch.(SIC),
Dy.Ch.E.(B.M.)City/W.S./E.S., Dy.H.E.(Ops), Dy.H.E.(PPC), Dy.H.E.(Const),
Dy.C.E.(P.I.Cell), Dy.Ch.E(HIC) , Dy.C.E. (BC)City / E.S./ W.S., Dy.H.E.(Maint).
Dy.Ch.E.(Traffic),
Asst. Comm.(A to T) Wards., Asst. Comm.(Market.), Asst. Comm.(Estate),
E.E. (B.C.) City, E.E. (B.C.) W.S., E.E. (B.C.) E.S., E.E.(M & R),E.E. (Garden
Cell)A.O.FAS, A.O.FSA, A.O.FRD-II (City), A.O. (Stores), A.O.(Transport),
Dean KEM Hospital, Dean Nair Hospital Dean Sion Hospital, Dean Cooper Hospital.

ANNEXURE

GRIEVANCE REDRESSAL MECHANISM

BMC has formed a 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, BMC may decide whether the bid process is required to be suspended pending disposal of such review. The BMC 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.

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

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

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

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

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

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

On receipt of recommendation of the Committee, It will be 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 the tenderer with

Official Seal and Address



महाराष्ट्र शासन

मुद्रांक जिल्हाधिकारी, अंमलबजावणी-२, मुंबई यांचे कार्यालय,

वधान मुद्रांक कार्यालय, नगर भवन, कोटे, मुंबई - ४०० ००१.

फोन क्र. ०२२ २२६६४५८५

email: cosen12@gmail.com

ज.क्र./मु.जि.अंमल-२/१०३/११५/२०२५

दिनांक: ०४ FEB २०२५

श्री,

उप प्रमुख अभियंता यांत्रिकी व विद्युत (मध्यवर्ती छोटी छाते)

५६६, ना. म. जोशी मार्ग, भायखळा (प.), मुंबई- ४०००११

ई-मेल- dyche.cod@mcom.gov.in

विषय: महाराष्ट्र मुद्रांक अधिनियमाचे कलम १० ड अन्वये दस्तांवर मुद्रांक शुल्क वसूल करून त्याबाबत मासिक अहवाल सादर करणेबाबत.

संदर्भ -१) महाराष्ट्र मुद्रांक अधिनियम मधील १० ड तसेच शासन अधिसूचना दि.०३/०६/२०१६.

२) मा.नॉदणी महानिरीक्षक व मुद्रांक नियंत्रक, पुणे यांचेकडील परीपत्रक क्र. जा.

क्र.१२/म.मु.अधि.कलम१०३/३५५/२०२३, दिनांक ०७/०७/२०२३.

३) या कार्यालयाचे पत्र जा.क्र.मु. जि.अंमल-२/१०-ड/६७६-६८३/२०२३ दि.१८/०७/२०२३

४) उपप्रमुख लेखापाल (महसूल-२), वृहन्मुंबई महापालिका यांचेकडील पत्र जा.

क्र. सीए/एफआरएम/४४ दि.१२/०५/२०२३

५) या कार्यालयाचे पत्र जा.क्र.मु. जि.अंमल-२/१०-ड/८५०-८५१/२०२३ दि.१४/०८/२०२३

६) नॉदणी व मुद्रांक विभाग, अपर मुद्रांक नियंत्रक, मुंबई यांचे पत्र जा.

क्र.मु.पु.शा.१०३/४५३६/२०२४, दिनांक १९/०९/२०२४.

७) महाराष्ट्र शासन राजपत्र १४ ऑक्टोबर-२०२४

उपरोक्त विषयी महाराष्ट्र मुद्रांक अधिनियमातील कलम १०- ड मधील तरतुदीनुसार आपल्या कार्यालयाकडून निष्पादीत करण्यात येणा-या संज्ञेबाबत/ दस्तावर देय मुद्रांक शुल्काच्या ई प्रदानाची पडताळणी करण, घटून विरूपित वचणे इत्यादी कामांसाठी आपल्या कार्यालयातील अधिकारी यांना समुचीत अधिकारी (Proper Officer) म्हणून नामनिर्देशित करणेबाबत तसेच या कामी सुसुत्रता आणण्यासाठी व शासनाच्या मुद्रांक शुल्काद्वारे मिळणा-या महसुलाचे नुकसान होऊ नये यासाठी एक नोडल अधिका-याची (Nodal Officer) नियुक्ती हाणेबाबत मा. नॉदणी महानिरीक्षक व मुद्रांक नियंत्रक, पुणे यांचेकडील संदर्भ क्र.२ चे परिपत्रकान्वये नमोदित केले आहे.

त्या अनुषंगाने आपले कार्यालयामध्ये/ आपल्या अधिनस्त असलेल्या सर्व कार्यालयांमध्ये मुद्रांक शुल्क गटवैसीत माहिती संकलित करण्यासाठी व त्यामध्ये सुसुबत असावावाही "चॉपर ऑफिसर" व "चक नोडल अधिकारी" यांची नियुक्ती करून त्या अधिकार्यांचा तपशिल वळविण्याबाबत तसेच, आपले कार्यालयाकडून/ आपले कार्यालयाच्या अधिनस्त कार्यालयाकडून निष्पादीत झालेल्या नमूद चार प्रकारच्या दस्तांची माहिती या कार्यालयास दरमहा वळविण्याबाबत मा. आयुक्त, मुहम्मदई महानगरपालिका यांना संदर्भ क्र.3 अन्वये तसेच, वारवार वळविण्यात आले आहे. तसेच संदर्भ क्र.4 चे पत्रान्वये उक्त माहिती या कार्यालयास सादर करण्यास आदेशित केले आहे.

परंतु आपल्या कार्यालयाकडून संपूर्ण माहिती अद्यापी या कार्यालयास प्राप्त झालेली नाही. तरी, आपले मार्गाने खालील नमूद माहिती एकत्रित संकलित करून या कार्यालयास उपलब्ध होणे अपेक्षित आहे.

- 1) आपले अधिनस्त विभाग/ कार्यालयांमध्ये उक्त अधिनियमाचे कलम 10 (ड) मधील तरतुदीची अंमलबजावणी करणे करीता नियुक्त करण्यात आलेले "चॉपर ऑफिसर" व "नोडल अधिकारी" यांची माहिती या पत्रासोबत जोडलेल्या विवरणपत्र क्र. 1 मध्ये द्यावी.
- 2) दरमहा आपले अधिनस्त विभाग/ कार्यालयांकडून निष्पादित झालेले दस्त म्हणजेच (1) कार्यकंडाट, (2) विकसन करार, (3) टी.डी.आर. हस्तांतरण करार व (4) भाडेपट्टी या चार प्रकारच्या दस्तांची माहिती या पत्रासोबत जोडलेल्या विवरणपत्र क्र. 2 मध्ये Hard Copy स्वरूपात द्यावी. तसेच उपरोक्त विवरणपत्र Excel मध्ये Soft Copy स्वरूपात qesbn2@gmail.com या ई-मेलवर वळविण्यात यावी.
- 3) या पत्रासोबत जोडलेल्या पत्र क्र.1 व पत्र क्र.2 ची माहिती दरमहा 10 तारखेपूर्वी या कार्यालयास सादर करावी.
- 4) महाराष्ट्र मुद्रांक अधिनियम 1958 मधील कलम 52 (ब) मध्ये नमूद केन्वाचुसार मुद्रांक खोटी केन्वाच्या तारखेपासून सहा महिन्यांचा काळावधी पूर्ण होण्यापूर्वी वापरता येतील.
- 5) महाराष्ट्र शासन राजपत्र दिनांक-14/10/2024 अन्वये महाराष्ट्र मुद्रांक अधिनियमातील अनुच्छेद 63 मध्ये कार्यकंडाट च्या दस्तांचेर मुद्रांक शुल्कांत घालीलप्रमाणे सुधारणा करण्यात आलेली आहे.

Article	Description of Instrument	Stamp Duty before 14/10/2024	Stamp Duty from 14/10/2024
63	Work Contract		
	a) Up to Rs. 5 lakhs	Rs. 500/-	Rs.500/-
	a) Above Rs. 5 lakhs up to Rs.10 lakhs. Rs. 500/- (Five hundred rupees.)	Rs. 500/-	Rs.500 + 0.3 % on the amount above Rs. 5 lakhs Max Rs. 25 Lakhs
	b) Above Rs. 10 lakhs	Rs. 500 + 0.1% Max Rs. 25 lakhs	Rs.500 + 0.3% on the amount above Rs. 5 lakhs Max Rs. 25 Lakhs

तरी उवात नमूद माहिती अद्ययावत स्वरूपात वा कार्यालयीन तात्काळ सादर करावी. सदरची बाब ही
प्राप्त भवितुयाची निष्पत्तीत आल्याने आपण यांमधीलून कोट टक्की.

(अजिता नैराध)

सीधत

1) सदस्य रु 6 व 7 की प्रत.

पत. गा. आमुक्त, वृहन्मुंबई महानगरपालिका मुख्यालय, मुंबई छत्रपती शिवाजी महाराज टर्मिनस,
मुंबई- 400001 यांना माहितीस्तव सादर.

[illegible]

मुख्य सिद्धि (आत्मा/ज्योति/आकाश-जादू रिगाय)
गूढीत कर्मपाटी दशाजी.

ब्रह्मचर्याय नमः
प्रभारानीय अधिकारी !
(अध्यक्षी करेवी खाते)

—श्रीः

—टि० स्वामी सु०६३ मार्गशाही
—किसानी

12/02/2025
1506 (mm)

महाराष्ट्र शासन

मुद्रांक जिल्हाधिकारी अंमलबजावणी -1, मुंबई, यांचे कार्यालय

प्रधान मुद्रांक कार्यालय नगर भवन, फोर्ट, मुंबई 400 001.

Tel.No.22664585 Email id cosenfl.mumbai@igrmaharashtra.gov.in Fax.no.22656904

जा.क्र.मु.जि.अंमल-1/ 780 / 2023

दिनांक :- 2 NOV 2023

प्रति,

प्रमुख अभियंता (विनारी रस्ता प्रकल्प)

म्युनिसिपल अभियांत्रिकी हब इमारत,

तिसरा मजला, डॉ.ई. मोझेस रोड,

वरळी नाका, वरळी, मुंबई - 400 018

मुद्रांक

विषय- महाराष्ट्र मुद्रांक अधिनियमान्वये मुद्रांक शुल्क वसुलीबाबत.

संदर्भ-1. आपले दि.14/07/2023 रोजीचे पत्र

2.या कार्यालयाचे जा.क्र.396 दि.23/02/2016 रोजीचे पत्र

सहोदय जि अमल-1

उपरोक्त संदर्भित पत्र क्रमांक 2 अन्वये आपणास पत्राद्वारे कळविण्यात आले आहे.

• (खिंडित पत्राची छायांकित प्रत अवलोकनार्थ जोडली आहे)

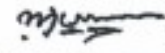
• प्रमुख अभियंतास उपरोक्त विषयांविषयी प्रकरणी संदर्भ क्र.1 अन्वये आपण कार्यकंत्राटाच्या दस्तऐवजाला बँक हमीपत्र अनुच्छेद 54 (Read with 40(b)) नुसार एकुल रकमेवर 0.5% मुद्रांक शुल्का देखावाहीतसेच मुदत संपल्यावर बँक हमीपत्राचा काळावधी वाढविण्यात आल्यास ते नवीन बँक हमीपत्र समजून त्यावर 0.5% मुद्रांक शुल्क भरणे आवश्यक आहे." या विषयाबाबत अभिप्राय/खुलासा मागविलेला होता.

त्यास अनुसरून आपणास कळविण्यात येत की कार्यकंत्राटाच्या दस्तावरील बँक हमीपत्र अनुच्छेद 54 (Read with 40(b)) नुसार एकुल रकमेवर 0.3% मुद्रांक शुल्क देय आहे. तसेच मुदत संपल्यावर बँक हमीपत्राची काळावधी वाढविण्यात आल्यास ते नवीन बँक हमीपत्र समजून त्यावर 0.3% मुद्रांक शुल्क भरणे आवश्यक आहे. तसेच आपण संदर्भित पत्राद्वारे उल्लेखित केलेल्या बाबीबाबत खुलासा सादर केला आहे.

विषय	उपरोक्त संदर्भित जा.क्र/अमल/कार्यकंत्राट/396/2016 दि. 23/02/2016 च्या पत्रानुसार कंत्राटदारांनी करावयाच्या मुद्रांक शुल्काच्या दरात काही बदल झाले आहेत किंवा सध्या आपण या पत्रातील दरांमध्ये मुद्रांक शुल्क करावयाचे आहे.	कार्यकंत्राटावर 0.1% दराने पूर्वीप्रमाणेच आकारणी करावी.
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2.	कंत्राटदाराने बँक हमीपत्र कालावधी संपण्यापुर्वी बँक हमीपत्राची मुदत वाढविल्यास, त्यानुसार मुदतवाढ करण्यात आलेल्या बँक हमीपत्राला नविन बँक हमीपत्र समजण्यात येऊन कंत्राटदारास मुद्रांक शुल्क भरण्याची आवश्यकता आहे का ?	बँक हमीपत्र कालावधी संपण्यापुर्वी बँक हमीपत्राची मुदत वाढविल्यास, बँक हमीपत्राला नविन बँक हमीपत्र समजण्यात येऊन कंत्राटदारास त्यावर मुद्रांक शुल्क भरण्याची आवश्यकता आहे.
3.	असल्यास अदय्यावत मुद्रांक अधिनियमामध्ये वाढीव कालावधीच्या व दुरुस्ती बँक हमीपत्रावर मुद्रांक शुल्क आकारण्याची कोणती तरतूद आहे.	अनुच्छेद 54 अन्वये
4.	महाराष्ट्र मुद्रांक कायदा 1958, शेड्यूल 1 व शेड्यूल 2 चे दि. 20/01/2022 पासूनचे सुधारीत आर्टिकल नं.54 ज्यामध्ये मुद्रांक शुल्क बँक हमीपत्राच्या 0.3% व जास्तीत जास्त रु. 20 लाख असे नमूद केले आहे ते सद्यस्थितीत लागू आहे किंवा कसे ?	लागू आहे. (एन. एन. राजपूरकर) मुद्रांक उपअधिक्षक मुद्रांक जिल्हाधिकारी अंमलबजावणी -1

सोबत - पत्राची छायांकित प्रत


 (एन. एन. राजपूरकर)
 मुद्रांक उपअधिक्षक
 मुद्रांक जिल्हाधिकारी अंमलबजावणी -1

बृहन्मुंबई महानगरपालिका विधी खाते

परिपत्रक क्र. २६२०६ दि. ३१.०८.२०२३

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

संदर्भ - १. परिपत्रक क्र. १०५३९ दि. २८.०३.२०२३
२. एमजीसी/एफ/५३४ दि. २८.०८.२०२३

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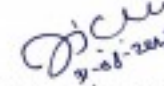
महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणाऱ्या निविदांसंदर्भात लेखी करार करताना पक्षकाराकडून एकत्रितरित्या आकारावयाच्या विधी आकार व लेखनसाहित्य आकाराची उपरोक्त संदर्भित क्र. १ वरील परिपत्रकानुसार दि. ०१.०४.२०२३ पासून आकारणी करण्यात आलेली आहे.

तथापि महानगरपालिका आयुक्त यांच्या संदर्भ क्र. २ च्या मंजूरीनुसार कंत्राट करार करण्यासाठी वसूल करावयाचे विधी आकार (Legal charges) व लेखनसाहित्य आकार (Stationery charges) यामध्ये सुधारणा करण्यात आली असून खालील तक्त्यामध्ये दर्शविल्याप्रमाणे दि.०१.०९.२०२३ पासून सुधारीत विधी व लेखनसाहित्य (एकत्रितरित्या) आकार विहित करण्यात आलेले आहेत.

अनु. क्र.	कंत्राट किंमत	एकत्रितरित्या आकारावयाचे सुधारीत विधी व लेखन साहित्य आकार दि. ०१.०९.२०२३ पासून दि. ३१.०३.२०२४ पर्यंत
१	रु. ५०,०००/-	निरंक
२	रु. ५०,००१ ते रु. १,००,००,०००	कंत्राट किमतीच्या ०.१०% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासोपेक्ष) अधिक १८% दराने वस्तु व सेवाकर (किमान रु. १०००/- अधिक वस्तु व सेवाकर आणि कमाल रु. १००००/- अधिक वस्तु व सेवाकर)
३	रु. १,००,००,००१ ते रु. १०,००,००,०००/-	रु. १,००,००,०००/- पर्यंतच्या कंत्राट किमतीसाठी रु.१०,०००/- अधिक रु. १,००,००,०००/- पेक्षा जास्त रकमेवर ०.०५% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासोपेक्ष) अधिक १८% दराने वस्तु व सेवाकर

4	रु. 10,00,00,001 ते पुढील कंत्राट किमतीसाठी	रु. 10,00,00,000/- पर्यंतच्या कंत्राट किमतीसाठी रु.55,000/- अधिक रु. 10,00,00,000/- पेक्षा जास्त रक्कमेवर 0.01% दराने (अशी येवारी रक्कम पुढील शंभराव्या पटीत परावर्तित करणे यासाठी) अधिक 18% दराने वस्तु व सेवाकर
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(शोभा अजितकुमार)
उप कायदा अधिकारी
(हस्तांतरण -2)
विधि खाते


(संदिप मो. पाटील)
संयुक्त कायदा अधिकारी (प्र.)
(शहर दिवाणी न्यायालय)
विधि खाते


(सुनील सोनवणे)
कायदा अधिकारी
विधि खाते

परिपत्रक क्र. दि. 31.08.2023

प्रत यांना माहितीकरीता व पुढील
आवश्यक त्या कार्यवाहीकरीता अप्रेषित.


(संदिप मो. पाटील)
उप कायदा अधिकारी (आस्थापना)
विधि खाते