



E-Tender no: 2026_MCGM_1281437_1

Name of Work: Providing Services for Comprehensive Operation and Maintenance of Storm
Water Pumping Station at Gazdarbandh in K/W Ward for 07 years

BID DOCUMENT

Website: portal.BMC.gov.in/tenders
Office of: Chief Engineer (Storm Water Drains)
Ground floor, Engineering Hub Building,
Dr.E'Moses Road, Worli Naka, Worli,
Mumbai- 400 018.

INDEX

SECTION	DESCRIPTION	PG-NO
1	E-TENDER NOTICE	3
2	ELIGIBILITY CRITERIA	8
3	DISCLAIMER	11
4	INTRODUCTION	14
5	E-TENDER ONLINE SUBMISSION PROCESS	16
6	INSTRUCTION TO APPLICANTS	21
7	SCOPE OF WORK	39
8	BILL OF QUANTITIES	58
9	GENERAL CONDITION OF CONTRACT	61
10	FRAUD AND CORRUPT PRATICES	118
11	PRE-BID MEETING	122
12	LIST OF APPROVED BANKS	124
13	FORMS AND ANNETURE	128
14	PERFORMA AND SCHEDULES	161

SECTION 1
E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Ch.E. (SWD)/Dy. Ch. E. (M&E) SWD Projects

E-tender No.:2026_MCGM_1281437_1

E-TENDER NOTICE

Subject: Providing services for Comprehensive Operation and Maintenance of Storm water Pumping station at Gazdarbandh in K/W Ward for 7 years.

The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firms, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013 , registered with the Brihanmumbai Municipal Corporation (BMC) under category Mechanical /Electrical, Class 'A' (as per new registration rules, 2016) (excluding those who are black listed or against whom FIR has been filed as per circular no. Dir/ES&P/1078/MC dt.30/11/18). The contractors/firms registered in equivalent or superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed to participate in bidding subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm in BMC within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and a penalty of 0.1% of contract cost or Rs. 10,000/- whichever is more will be recovered / deducted from the contractor's payment / bill by executing department.

Bidding Process will comprise of THREE stages.

The application form can be downloaded from e-procurement system of Government of Maharashtra (Maha tenders) (<https://mahatenders.gov.in>). The tender fee of Rs. 30,250 /-+18% GST as mentioned in header data shall be paid online and follow guidelines as per Circular no. CA/FRG/09 dt 04.10.2024. Tender fee is non refundable. The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process of Government of Maharashtra (Maha tenders) (<https://mahatenders.gov.in>) Interested bidders should have valid Class III digital signature certificate (DSC) obtained from any licensed certifying authority. Interested bidders should follow the manuals available on Maha tenders Portal (<https://mahatenders.gov.in>)

e-Tender No.	Name of Work.	Contract Period.
2026_MCGM_12 81437_1	Providing services for Comprehensive Operation and Maintenance of Storm water Pumping station at Gazdarbandh in K/W Ward for 7 years.	Period—07 years

In terms of the 3-stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of Rs. 52,10,400 /- (Rs. Fifty two lacs ten thousand four hundred only), refundable in accordance with the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on Mahatender portal (<https://mahatenders.gov.in>) as mentioned in the Header Data of the tender.

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

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

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

The Applicants interested in the above referred works may contact the **Dy. Ch. E. (M&E), SWD Projects** at the following address on any working day during office hours, Office of:

Dy. Ch. E. (M&E), SWD Projects

131, Kalpataru (Amenity Building), Near kalpataru Horizon Tower, S.K. Ahire Marg, Off A.
Besant Road, Worli, Mumbai- 400 018

The applicants may wish to visit the site under reference located at **Gazdarbandh SWPS, HB Gawade Marg, Juhu Koliwada, Santacruz, Mumbai-400054** and can collect the information of the present status from the department who have invited the bid.

The BMC reserves the right to accept any of the applications or reject any or all the applications received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of Maha tender portal (<https://mahatenders.gov.in/nicgep/app>)

Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in> for further details about the e-tendering process.

For any help in the e-Tendering process, can be contacted by dialing help-desk number 022-2046934/22837339 from 11.30 AM to 5.00 PM on all working days. Email: support-eproc@nic.in

Sd/-

Dy.Ch.E. (M&E) SWD Projects

<u>HEADER DATA</u>	
e-Tender Number	2026_MCGM_1281437_1
Name of Organization	Brihanmumbai Municipal Corporation
Subject	Providing services for Comprehensive Operation and Maintenance of Storm water Pumping station at Gazdarbandh in K/W Ward for 7 years.
Tender fee	Rs.30,250 (Plus GST 18%)
Estimated Cost	Not Applicable (Item Rate Tender)
Bid security deposit / E.M.D.	Rs. 52,10,400 /-
Date of issue and sale of tender	26.02.2026 From 11.00 AM
Last date & Time for sale of tender	18.03.2026 up to 04:00 PM
Submission of Packet A, B & Packet C (Online)& Receipt of Bid Security Deposit	18.03.2026 up to 04:00 PM
Pre-Bid Meeting	Date : 05.03.2026 Time: 03:00 PM In the chamber of, Ch.E.(SWD) Ground Floor , Engineering Hub Building, E'Moses Road, Worli, Mumbai-400024
Opening of Packet A	20.03.2026 after 04:00 PM
Opening of Packet B	20.03.2026 after 04:00 PM
Opening of Packet C	25.03.2026 after 04:00 PM
Address for Communication	Office of Dy. Ch. E. (M&E) SWD Projects 131, Kalpataru (Amenity Building), Near Kalpataru Horizon Tower, S. K. Ahire Marg, Off A .Besant Road, Worli, Mumbai- 400 018.Tel: + 91 22 – 24932373
Email address for communication	dych01mne.swd@mcgm.gov.in
Venue of Opening of bid	Online in office of Dy. Ch. E (M&E) SWD Projects

This tender document is not transferable.

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

Sd/-

Dy.Ch.E. (M&E)SWD Projects

SECTION 2
ELIGIBILITY CRITERIA

1.1 Technical Capacity:

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 (or as a nominated Sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied).

a) Three similar completed works each of value not less than the value equal to Rs. 1.49 crores/ year.

OR

b) Two similar completed works each of value not less than the value equal to Rs. 1.87 crores / year.

OR

c) One similar completed work of value equal and or not less than Rs. 2.98 crores / year.

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

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

1.2 Financial Capacity:

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to or at least **Rs. 2.24 crores in last 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

1.3 Similar Experience:

Similar work shall mean Operation and Maintenance (for at-least one year) of Pumping Station of Storm Water / Water / Sewage etc. Pumping Station shall have HT pumps, DG

sets, Mechanical Screen and Mitre/Sluice Gates.

Municipal Commissioner of Brihanmumbai Municipal Corporation reserves right to accept any bid and annul the bidding process and/or reject all the bids at any time prior to award of the contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employers action.

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.
- Bidder shall submit details of litigation history as per circular no. MGC/F/6565dt.25.09.2018.

**Sd/-
Dy.Ch.E. (M&E) SWD Projects**

SECTION 3
DISCLAIMER

DISCLAIMER

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

This e-tender includes statements, which reflect various assumptions and assessments arrived at by 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 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 how so ever 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

INTRODUCTION

4.1 Background:

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

The Mumbai Metropolis has historic tradition of strong civic activism dedicated to the cause of a better life for all its citizens. And it's the Brihanmumbai Municipal Corporation (BMC), hereafter called the "corporation", the primary agency responsible for urban governance in 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., Octroi and other such departments where quite a good number of staff members are working.

4.2 Background of Project

Mumbai is a major Coastal City of India. Santacruz, Mumbai receives more than 2502 mm of rainfall every year in the Monsoon season from June to September. The rainfall intensity, frequency and duration ratio has aggravated over the years. As a Coastal City, Mumbai is also impacted with Tide level variation especially when it comes to draining run-off into sea. To provide comprehensive solutions, BMC has published its 2nd Master Plan as BRIMSTOWAD – II for Storm Water Drains. BRIMSTOWAD – II Master Plan Priority Works Proposals include the construction of Storm Water Pumping Stations (SWPS) along with flood gates at Gazdarbandh (on SNTD nalla). Purpose of constructing the SWPS is to discharge the accumulated storm water in catchment area into the sea, once it reaches to the inlet channel of pumping station. The Gazdarbandh SWPS was commissioned in 2019. However, the M&E equipments installed therein are more than 07 years old. For detailed Scope of Work, Please refer Technical Specification 1.1.

SECTION 5
E-TENDERING ONLINE
SUBMISSION PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

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

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

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

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

1. The tender forms can be downloaded from e-procurement system of Govt. of Maharashtra i.e. <https://mahatenders.gov.in> after entering the details of payment towards Tender Fees as per the Header Data / tender notice.
2. The tender submitted by the tenderer shall be based on clarification, additional facility issued (if any) by the BMC, and this tender shall be unconditional. Conditional tenders will be summarily REJECTED.
3. All tenderers are cautioned that the tenders containing any deviation, from the contractual terms and conditions, specifications or other requirements, and conditional tenders will be rejected as non-responsive.
4. Bidder should do Online Enrolment in www.mahatenders.gov.in Portal using the option to enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as Mudra CA/ GNFC/ IDRBT/ MTNL Trust line/Safe Script/ TCS.
5. Bidder then logs into the portal giving user id/password chosen during enrolment.
6. The e-token that is registered should be used by the bidder and should not be misused by

others.

7. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.

8. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

9. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document otherwise, the bid will be rejected.

10. Applicant will upload Packet A documents in cover1“Fee”and Packet B related Documents in cover 2 “PQC” respectively.

11. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns in the uploaded BOQ, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

12. If there are any clarifications, this may be obtained online through the e Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.

13. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

14. Bidder should arrange for the EMD as specified in the tender.

15. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.

16. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

17. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network band width available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low band width speeds.

18. It is important to note that the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

19. The Tender Inviting Authority (TIA)will not be held responsible for any sort of delay, or the

difficulties faced during the submission of bids online by the bidders due to local issues.

20. The bidder may submit the bid documents in online mode only, through this portal. Offline documents will not be handled through this system.

21. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

22. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

23. Successful bid submission from the system means the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

24. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

25. The time that is displayed from the server clock at the top of the tender Portal will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

26. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not view able by anyone until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

27. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.

28. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

29. The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the e-Procurement System of Govt. of Maharashtra (Maha tenders) (<https://mahatenders.gov.in>).

30. Due to any unforeseen circumstances if any of the dates mentioned in the header details declared as public holiday, in that case all the dates* will get shifted by one day or next working

day.

31. As the entire tendering procedure is an online process, the physical submission of documents shall not be entertained.

32. Bidder manual kit available on the website <https://mahatenders.gov.in> for online payment of Tender fee and EMD, submission of tender Packet A, B and C, etc.

33. As per the three-packet system, the document for techno-commercial packet 'A' & 'B' are to be uploaded online by the bidder in cover type 'Fee/Pre-Qual/Technical' and Price Packet 'C' is to be uploaded in Cover type 'Finance' by the tenderer under 'Tender Covers'.

34. The tenderer shall pay the EMD / Bid Security through payment gateways before submission of bid and shall upload the screenshot of receipt of payment in packet A as per bidding schedule.

35. The e-tender is available on e-procurement system of Govt. of Maharashtra (Maha tenders) i.e. <https://mahatenders.gov.in>. The tender duly filled in should be uploaded and submitted online on or before the end date of submission. The packet A, packet B and packet C of the tenderer will be opened as per the timetable shown in the Header Data in the Office of 'Dy. Ch.E. (M&E) SWD Projects.

SECTION 6
INSTRUCTIONS TO APPLICANTS

A. Scope of Application:

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

B. Eligibility of Applicants

The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013 , the contractors registered with the Brihanmumbai Municipal Corporation (BMC) under category Mechanical /Electrical, Class 'A' (as per new registration rules, 2016)and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and a penalty of 0.1% of contract cost or Rs.10,000/- whichever more will be recovered/deducted from the contractors payment/bill by executing department as per Registration rule 9.3(iii). Bidding Process will comprise of THREE stages.

C. Eligibility Criteria:-

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

C.1 Technical Capacity

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 (or as a nominated Sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied).

a) **Three similar completed works each of value not less than the value equal to Rs. 1.49 crores / year**

OR

b) **Two similar completed works each of value not less than the value equal to Rs. 1.87 crores / year**

OR

c) **One similar completed work of value equal and or not less than Rs. 2.98 crores / year.**

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.

C.2 Financial Capacity:

Achieved an average annual financial turnover as certified by ‘Chartered Accountant’ equal to or at least **Rs. 2.24 crores in last 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

C.3 Similar Experience:

Similar work shall mean Operation and Maintenance (for at-least one year) of Pumping Station of Storm Water / Water / Sewage etc. Pumping Station shall have HT pumps, DG sets, Mechanical Screen and Mitre/Sluice Gates.

C.4 Bid Capacity: (Not Applicable)

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 Operation & Maintenance 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, **excluding 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.

Municipal Commissioner of Greater Mumbai reserves right to accept any bid and annul the bidding process and/or reject all the bids at any time prior to award of the contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

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.

Bidder shall submit details of litigation history as per circular no. MGC/F/6565 dtd. 25.09.2018

D. Equipment Capabilities as required:

Classification of Works: The clause of the equipment capabilities is proposed to be classified in three types according to the nature of the work as follows:

- a) Regular and Routine works: The successful bidder will make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder and, to that effect he will ensure commitment on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of BMC.
- b) New and Original Works: The bidder should, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with assessment study of requirements of equipment/plants & machineries to allow the employer to review their proposal. The bidder will ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of BMC.
- c) **Special Works:** The concerned Ch. Eng. Shall enlist the equipment in the tender document justified for the project and ensure the capacity of the bidder for the same with the approval of concerned AMC.

Note: Bidders shall submit the undertaking for equipment capability on Rs.500/- stamp paper.

E. Technical Personnel:

The technical staff requirements for the Operation & Maintenance work and the rate of recovery in case of non-compliance of the requirements are stipulated in scope of work of the Bid Document. The bidder shall provide break up of manpower on the request of BMC.

F. Time Period of contract:

The contract period shall be of 07 years. Successful contractor shall complete all formalities related to taking over the site. After successfully taking over the site from existing contractor, Contract period of 07 years shall commence. No additional time shall be granted for the mobilization of machineries, tools, plants, manpower or any other resources. The successful bidder shall make their own arrangement in advance to ensure the readiness to commence operation and maintenance immediately upon the takeover.

H. 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.

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

The amount of Security Deposit retained by the BMC shall be released after expiry of period up to which the contract or has agreed to maintain the work in good order is over or within 30 days after the issue of successful completion certificate of operation and maintenance work subject to no recoveries are pending the said work whichever is later. 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 to-wards the excess cost incurred by the Department on rectification work.

J. Action when whole of security deposit is forfeited:

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

- a) To rescind the contract (for which recession notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of BMC.
- b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- c) To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the 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 there for actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by BMC under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against BMC even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned

in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract

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

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of BMC/Govt.in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of BMC and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Submission of Tenders:

PACKET – A

The Packet 'A' shall contain scanned 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.
 - Companies registered under the Indian companies' act 2013
 - BMC Registration Certificate under category Mechanical /Electrical, Class 'A' (as per new registration rules, 2016)
- b) Valid Bank Solvency Certificate of Minimum Solvency amount shall be Rs. 1.5 Crore required six months prior to date of submission of e-tender.
- 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 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 the 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 and registration certificate with registrar of companies in case of Private Ltd/Public Ltd/Semi Govt.& Govt. undertakings.
- f) The bidders shall categorically provide their Email-ID in packet 'A'.
- g) Scanned copy of details of online payment of EMD shall be uploaded.

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** after receipt of e-mail from BMC, otherwise they will be treated as non-responsive.

PACKET-B

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

1. The list of similar type of works as stated in section 2, Eligibility criteria successfully completed during the last seven years in prescribed proforma I, 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 section 2, Eligibility criteria.
2. 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)
3. 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).
4. The Annexure-C (Pre-Contract Integrity Pact), Annexure-D (Declaration Cum Indemnity Bond) and Annexure-D (Irrevocable undertaking) on Rs. 500/- stamp paper as per format attached with tender.
5. The bidder shall submit valid registration certificate under EPF &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
6. The 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.
7. They shall submit an undertaking on Rs.500/- stamp paper stating that they are paying their staff

as per Minimum Wages Act-1948, revised by the GOM and adapted by BMC from time to time.

8. 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 during execution of work.

9. Tender document, reply to the pre-bid queries and addenda if any, **duly filled**, signed and stamped on all pages.

10. Power of Attorney for tendering work.

11. Bidder shall submit details of litigation history (Proforma VII) as per circular no. MGC/F/6565 dtd. 25.09.2018 and undertaking on Rs.500/- stamp paper as per annexure - B

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

PACKET – C

Online tender filled is lump sum item rate tender (There is no separate provision to quote % in physical form. For financial cover, tenderer (s) will fill data in the (.xls) sheet provided in INR. The other contents of the sheet except vendor details and rates are password protected and shall not be tempered with in any case by the tenderer. The tenderer shall quote his rates. The (.xls) sheet shall be validated, saved and uploaded in financial cover by the tenderer. The detailed procedure for uploading the documents and submission of e-tender can be found on Maha tender Portal (<https://mahatenders.gov.in>).

Note:

1) In case, the quoted cost by the tenderer are higher/ lower than 15% of the estimated cost,, the rate analysis shall be submitted by L1 and L2 bidder within three working days after demand notification by e-mail to bidders. The rate analysis shall be as per prescribed format (Annexure G) along with justification.

2) L1 and L2 bidder shall submit break up of manpower and maintenance component for the monsoon and non monsoon period within three working days after demand notification by e-mail to bidder.

THE BID SECURITY/EMD

- a) The Bidder shall furnish, as part of the Bid, Bid Security/EMD, via online payment gateway mode in the amount specified in the Bid Header Data. The information of e-payment gateway is available on e-tendering website <https://mahatenders.gov.in>.
- b) The bidder shall pay the EMD amount through payment gateways of GoM on URL <https://mahatender.gov.in>.
- c) Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
- d) The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits. Except the successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded automatically.
- e) In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is un-willing to extend the bid validity period, in such circumstances, if L2 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.
- f) If the bidder is found non responsive after scrutiny of packet A & B in such case, the bidder will be made non responsive and financial packet 'C' of non responsive will not be opened. However, there will be not be any forfeiture of EMD.

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:
 - Sign the Agreement; and/or
 - Furnish the required Security Deposits.

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.

Maximum five shortfalls will be allowed for curable defects. In case, curable defect is not complied by bidder within given time period, the bidder shall be treated as “non-responsive”.

For non-curable defects, the bidder shall be treated as “non-responsive”

Note:

1. Curable Defect shall mean shortfalls in submission such as:

- i. Valid Registration Certificate.
- ii. GST Registration certificate
- iii. Valid Bank Solvency.
- iv. Undertakings as mentioned in the tender document
- v. Partnership Deed and any other documents.
- vi. Certified Copies of PAN documents and photograph of Individuals, owners etc.
- vii. No proper submission of experience certificates and other documents etc.

2. 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) Rate Analysis should be required within 3 working days.

BID VALIDITY

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

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

DEFECT LIABILITY PERIOD (DLP):

Defect Liability Period is not applicable for this tender as the contract is of providing the services by operation & maintenance of Gazdarbandh SWPS.

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 tenderer, here after referred to as the contractor shall pay an amount equal to two (2) percent of the contract sum in the form of Demand Draft only and shall be paid within thirty days from the date of issue of letter of acceptance.

II. **Retention Money– (Not applicable)**

B) Additional Security Deposit-(Not applicable)

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 the form of Demand Draft only.

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 payment of final bill whichever is later.

D) Refund of Security Deposit

I. Refund of Contract Deposit :

On award of contract, the tenderer will have to pay contract deposit equal to 2% of total contract sum for due fulfillment of contract. The security deposit can be paid by demand draft only. The Contract Deposit shall be released after final bill or within 30 days after the issue of successful completion certificate of operation and maintenance work subject to no recoveries are pending the said work whichever is later.

II. Refund of Retention Money -(DELETED)

III. Refund of Additional Security Deposit-(DELETED)

III. Refund of Performance Guarantee

The Deposit on account of performance guarantee shall be released within 30 days of completion 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.

*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 Circular no.26206 dtd 31.08.2023 or as amended. From 01.09.2023 to 31.03.2024 as follows –

Sr. No.	Contract Value	Legal + Stationery Charges effective from
1	Rs. 50,000/-	Nil
2	Rs. 50,001/- to 1,00,000/-	0.10% of Contract cost (Rounded off in proportion of 100) plus 18% GST (Minimum charges of Rs.1,000 plus 18% GST and Maximum charges of Rs.10,000/- plus 18% GST)
3	Rs.1,00,00,001 to Rs.10,00,00,000/-	Rs.10,000/- for Contract cost upto Rs.1,00,00,000/- plus for higher amount thanRs.1,00,00,000/-; 0.05% of Contract cost (Rounded off in proportion of 100) plus 18%GST is charged.
4	Rs.10,00,00,001/- to onwards Contract cost	Rs.55,000/- for Contract cost up to Rs.10,00,00,000/- plus for higher amount than Rs.10,00,00,000/-; 0.01% of Contract cost (Rounded off in proportion of 100) plus 18% GST is charged.

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

F) Stamp Duty (As per latest applicable circular)

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

- i) As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under

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

- ii) The successful bidder shall enter into a contract agreement with BMC within **30 days** from the date of issue of LOA 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) Stamp duty shall be applicable as per Stamp **duty act of Maharashtra** to be adhered to and the renewable of B.G. must be as per the letter bearing no. Enforcement-I/Works Contract/396/2016 dated 23.03.2016 (as per annexure “A”)All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.
- v) All legal charges and incidental charges shall be borne and paid by successful bidder
- vi) As per Para 54 read with 40(b) of Maharashtra stamp duty act, stamp duty at rate of 0.5% is payable on total amount of Bank guarantee submitted by tenderer. If the time period of bank guarantee required to be extended then the same shall be considered as new bank guarantee and again 0.5% stamp duty shall be applicable.

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. Any forged/fake documents found uploaded then bidder will be disqualified and debarred from all bidding process for two years.

3. 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.
4. Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to dych01mne.swd@mcgm.gov.in at least 01 days before date of pre-bid meeting. The subject shall clearly bear the following identification / title: **"Queries / Request for Additional Information: TENDER for Providing for comprehensive operation and maintenance of Storm water Pumping station at Gazdarbandh for 07 years in K/W ward**
5. Any changes in mail ID will be intimated on the portal
6. In case of Equal amount of quoted cost by lowest bidders (L1), the allotment of work to the successful bidder will be decided by lottery system by concerned Ch. Eng in presence of Bidder/Bidder’s representative and Accounts Officer.
7. Contractor should follow the circulars u/no.: 1. Ca/F/project/17 of 06.09.2019 pertaining to anti-profitering measures. 2. MGC/F/7076 dtd. 30.08.2018 pertaining to waste management rules 2016. 3. MGC/F/6342 dtd. 05.05.2018 pertaining to Barricading. 4. CA/FRT/623 dtd. 08/10/2012 and CA/FRI/12 dtd. 21.06.2012. 5. MGC/F/6565 dtd. 25.09.2018. 6. DMC/CPD/3217 dtd. 02/03/2019 will be followed to address grievances of the Bidders, if any. 7. circular u/no. MGC/F/6342, dtd. 05/05/2018. 8. DMC/Env/630 dtd. 24/09/2024 will be followed to implementation of Environment Management Plan (EMP) for work. 9. Dy.CA/Expenditure/F1-04/2024-25 will be followed to Insurance policy of Infrastructure Project. 10. Circular No. MGC/F/8659/Dt.07/09/2019 regarding Arbitration clause. These circulars are applicable for this tender, Contractor shall refer this before the bid submission and follow the instructions.
8. Only original documents scans shall be uploaded and they may be cross-checked against original during scrutiny. Bidder shall present these original documents for checking to the engineer in-charge of tender scrutiny as and when directed.
9. The storm water pumps are under the purview of factory law and MPCB norms hence, all relevant rules & regulations as per factory law & MPCB shall be binding to the successful bidder for entire contract period at no extra cost.
10. The bidder is strongly advised to visit the site prior to submitting the bid to assess the current condition of SWPS and satisfy themselves regarding site conditions, existing installations, operational status, accessibility of site, scope of work and maintenance requirement based on health of equipment; additionally, the successful bidder shall take over the plant “as is where is” basis. No additional claim whatsoever shall be entertained during or after handing over on account of condition, age, or prior usage of the existing facilities by previous contractor.

SECTION 7
SCOPE OF WORK

SCOPE OF WORK

1. General
2. Operation and Maintenance
 - 2.1 Work description
 - 2.2 Operating of pumping facility in monsoon period
 - 2.3 Operating of pumping facility in non-monsoon period
 - 2.4 Maintaining records
 - 2.5 Maintenance schedule and Preventive maintenance
 - 2.6 Minimum staff requirement during Operation and Maintenance
to be supplied by contractor
3. General and Financial Terms and Conditions
4. Schedule of penalty
5. Standard Operating Procedure of pumping station (SOP)

1. GENERAL

This section covers activities involved in Comprehensive Operation and Maintenance of the Storm Water Pumping Station (SWPS) at Gazdarbandh, Mumbai by taking over of the pumping station on “As Is Where Is Basis” by the successful bidder from ongoing contractor in the presence of BMC immediately on issuance of letter of acceptance or as directed by BMC. Gazdarbandh SWPS has been commissioned in May 2019 & has been in operation since then. Before bidding, prospective bidders are instructed to acquaint SWPS for assessing their bid proposal accordingly. Philosophy of operation of pumping station shall be such that maximum relief from flooding and fast receding of flood water is achieved in the catchment area. To achieve this, the pumping station shall also be operated at nallah water levels much below the maximum nallah level in case of heavy rains instead of just to maintain nallah water level below maximum level.

2. OPERATION AND MAINTENANCE

2.1 Work description

The contractor is to Operate and Maintain entire Storm Water Pumping Station (SWPS) facility for a period of seven years during monsoon period and non monsoon period. During Operation and Maintenance of the SWPS, the Contractor shall monitor and record the performance of Pumps and DG sets as well as all individual equipments and accessories installed and operated in the storm water pumping station. Various components of storm water pumping station which will be operated and maintained by the contractor for a period of seven years shall include all the components i.e. Civil structures, Waterways, Buildings and overall pumping station premises, Mechanical and Electrical equipments & accessories (Major Equipments and Other Equipments) of the Storm Water Pumping Station described elsewhere in this document but not limited to the following:-

a. List of major equipment

Sr. No.	Equipments (Mechanical, Electrical, Instrumentation)	Quantity
1	Main Submersible pumps with submersible motors	6
2	DG set	3
3	NGR/NIS panel	3
4	DG HT panel	9 cubicals
5	Pump HT panel	15 cubicals
6	Soft starter	7
7	Auto-synchronization panel	4

8	PLC SCADA system complete including local control panels, level sensors, transmitters, relays, UPS system etc.	1
9	Mitre gates	5
10	Sluice gates	6
11	Back rack Screens	6

b. List of Other equipments

Sr. No.	Equipments (Mechanical, Electrical, Instrumentation)	Quantity
1	Level sensor	3
2	Battery & Battery charger	1
3	Fuel transfer system	2 Pump & underground diesel tank
4	DG set (Aux.)	1
5	NGR Panel	3
6	Cables (HT/LT)	1 Lot
7	Transformer	1
8	LT panels	1 Lot
9	EOT pump house	1
10	EOT DG house	1
11	EOT inlet bay/Sluice gate	1
12	EOT mitre gates	1
13	EOT Workshop	1
14	Dewatering/Drainage pump	1
15	Ventilation system & AC	1set + 6 Unit
16	Lightning protection System	1
17	Earthing system	Lot
18	Safety equipment	Lot
19	DG MCC panel & APFC Panel	1 & 1
20	CCTV System	Lot
21	Fire Fighting System	Lot
22	Pressure Jetting System	Lot

1. Repair and maintenance of following
 - a) Inlet Channel
 - b) Pump bays and sluice gate structure
 - c) Pump house superstructure
 - d) Discharge channels and Outlet bay, Downstream area of outlet bay
 - e) D.G. house structure
 - f) Diesel engine driven Main and Auxiliary Power Generating sets, control panels and related instrumentation, DG chimneys, Hot air exhaust etc.
 - g) Main Electrical panel room, PLC-SCADA room and operations room
 - h) Internal and external sewage network including accessories, Internal and external water supply network including accessories, water tanks and pumps
 - i) Internal and external sewage network including accessories, Internal and external water supply network including accessories, water tanks and pumps
 - j) Bulk Diesel storage tanks, Day tanks and Pumps, related instrumentation
 - k) Equipment and panel base frames including foundations
 - l) Entire Pumping station premises including roads, pathways, gangways, boundary wall, entry-exit gates, gratings, hand-railings, platforms, internal and external lighting including lighting fixtures, ACDBs and street poles, safety grills / barbed wire fencing, room air conditioners and room ventilation, garden, maintenance platforms, approach ladders, safety ladders etc.
 - m) Office Furniture and office accessories, air conditioners, doors, windows, ventilators,
 - n) All toilets, toiletries, sanitary wear and accessories installed in toilets.
 - o) Approach Road and its structure along with lighting system.
2. Painting of mounting frames, hand railings, rolling shutters, grills etc by scrapping and removing rust (if any), and apply one coat of primers and two coats of enamel paints(or epoxy paint) every year.
3. All charges towards usage of water, communication (telephones, internet etc.), electricity generation charges in licenses/permissions, deployment of manpower / specialist/security guards etc. shall also be borne by the Contractor. Cost of Electricity charges for LT supply from BEST will be borne by Contractor. Contractor shall provide internet facility at site office as per requirement of Engineer-in charge. Payment receipt of all bills such as Water bills, Electricity bills, Internet bills, etc. has to be kept at site.
4. It shall be Contractor's responsibility to depute staff at pumping station for 365 days round the clock. Residence of contractor staff is strictly prohibited inside pumping premises. Contractor shall not keep any flammable materials such as Gas cylinder, Kerosene, etc inside pumping

station premises from safety point of view.

5. The contractor shall ensure proper running of the plant to give the desired performance. The contractor shall be responsible for overall maintenance of the plant i.e. civil, electrical, mechanical, instrumentation installations including pumps and D.G. sets. The contractor shall be responsible for all repairs of equipment/machinery including replacement of damaged / defective parts or equipment as a whole at no extra cost.
6. The contractor shall ensure proper running of the plant to give the desired performance. The contractor shall be responsible for overall maintenance of the plant i.e. civil, electrical, mechanical, instrumentation installations. The contractor shall be responsible for all repairs of equipment/machinery including replacement of damaged / defective parts or equipment as a whole at no extra cost.
7. The Contractor shall be responsible for cleaning debris, floating / suspended materials, silt, deposits etc. in the Inlet bay area on a regular basis to ensure smooth passage of incoming water towards and through the screen. The screens shall be cleaned on regular basis mechanically or manually to prevent blockage of screens especially during pumping operation by taking proper safety precautions. Contractor shall arrange necessary arrangement to collect, remove screenings including debris, deposits, silt, suspended / floating material, rags, tree branches, dead animal bodies and other screenings and to ensure that removed screenings are disposed off as per BMC's debris management plan including transporting to the specified location or dumping ground within municipal limits and relevant documents shall be submitted in this regards. No separate payment will be made to the Contractor for these works.
8. The contractor shall clean the inlet channel, areas in front of and behind the screens (from screen to sluice gate), distribution channel, sluice gate area, pump bays, discharge channels regularly, ensuring these areas remain free of debris, silt and deposit etc.
9. The contractor shall monitor the operation of the D.G., Pumps and panels and maintain all the operation records in SCADA system. This operation record shall be in non editable format for verification. The contractor shall take necessary action to ensure smooth and satisfactory performance/running of the plant. Data sharing with BMC disaster management cell during monsoon in coordination with IT cell of BMC.
10. The contractor shall implement plant maintenance programme provided by BMC. It shall be absolutely contractor's responsibility to look after all sorts of maintenance whether preventive or break down. The contractor shall maintain the operational activity record as per standard practice in the formats provided by BMC.
11. The contractor shall be responsible to carry out day to day as well as periodic maintenance necessary to ensure smooth and efficient performance/running of all equipment/instruments

installed plant. The contractor shall maintain these records in the formats provided by BMC in soft copy as well as hard copy.

12. The entire pumping station and premises shall be maintained in hygienic and pleasant manner by carrying out required cleaning and periodic repairs for all the structures, internal roads, Water Supply, Drainage, Fire fighting system, Electrical installations, etc within Pumping Station premises. The approach road, street lighting and storm water drains shall be maintained as per BMC specifications during the entire O&M period. The required repairs shall be carried out promptly by the contractor. On failure, the Engineer-in-charge shall give a written notice to the contractor. If the contractor fails to comply or make good the defects, the Engineer-in-charge may carry out the work at risk and cost of the contractor and such failure will be considered as non performance on the Contractors part.
13. After successful completion of Operation and Maintenance period, the contractor shall hand over entire Storm Water Pumping Station Facilities including all Civil, Mechanical and Instrumentation works in good running condition to the entire satisfaction of the Engineer.
14. Tests if any demanded by the Engineer to establish good running condition of the Storm Water Pumping Station shall be carried out by the Contractor without any extra cost to the satisfaction of the Engineer. Only after fulfilling all above requirements, the Engineer will issue certificate of successful completion and the Storm Water Pumping Station facility shall be taken over by BMC.
15. The contractor shall provide warning signs while maintenance & cleaning, wherever necessary. The contractor shall carry out pest control, Termite control and rodent control yearly and as and when required by Engineer.
16. The data recorded in SCADA system to cover following minimum information:-
 - Record of water levels on the upstream side and downstream side of flood gates
 - status of Flood gates (whether open or closed)
 - Daily operational log of Main submersible pumps and D.G. sets.
 - Parameter of pumps like bearing temperature, winding temperature, KW, current in all phase, voltage in all phases, power factor etc.
 - Parameter of DG sets like KW, current in all phases, voltage in all phases, power factor etc
 - Fuel transfer system including diesel level in underground tank and day tanks.

Following record shall be maintained in separate register.

- Record of tides
- Record of storm water discharge
- Record of Diesel consumption
- Record of power consumption

- Performance data of all equipments.
 - Record of problems faced and troubleshooting activities
 - Record of all repairs, maintenance and replacements of parts/equipments including Spares consumed
 - Any other allied works required by Engineer during O&M.
 - Record of manpower deployed at site.
17. The contractor shall prepare equipment wise log sheet for all M&E installation to record information regarding preventive/ breakdown maintenance work during contract period.
 18. The storm water pumping station comes under purview of factory law. Hence all rules & regulation as per factory law shall be binding to contractor. All the recommendations as per factory law shall be implemented without any extra cost.
 19. It is Contractor's responsibility to renew various statutory permissions, NOCs, approvals such as factory license, required permissions from electrical inspector, MPCB, CCOE (explosives) etc. Permissions from all the concerned authorities required for equipments, structures and pumping station as a whole from time to time. All the charges/Fees related to the same shall be borne by the contractors. It is also responsibility of contractor to renew such permissions well in advance. Any penalty or recommendation by above authority shall be complied at no extra cost.
 20. First Painting of all Outdoor & Indoor Civil structures shall be completed within 01 years from award of contract. Second term of Painting of all Outdoor & Indoor Civil structures shall be completed before the start of 6th Monsoon period. Water proof acrylic based exterior paint of reputed brand for exterior surface and acrylic plastic emersion for interior surface shall be used for civil structure painting. Method of painting and schedule for the same for all M&E equipment's as per OEM recommendations and as when required. MS structure painting shall be carried out at every year before 30th April using epoxy paint with two coats of epoxy primer (by maintaining existing color shade). Failure to do, penalty of 10% of material cost per month will be recovered from every bill till the work completion.
 21. Contractor shall desilt in front of back rack screen area i.e 50 meter upstream of mitre gates and 50 meter downstream side of mitre gates till 23.00 m THD nalla bed or lower as per side condition and individual pump sumps every year before 25th May at no extra cost. Silt removed shall be disposed off by the contractor at no extra cost as per BMC norms. Contractor shall submit report of desilting work with photographs of Loading/Unloading including the quantity of desilted material, details of vehicles used for transportation & unloading site (acknowledgment receipt from dumping ground/site).
 22. Contractor shall store & maintain all original SCADA system and its records in soft as well as

hard copy for whole contract period. Considering need of project and or as per direction of engineer, contractor shall make necessary rectification/modification in SCADA system with prior approval of contract engineer at no extra cost. If any modification in system and or record without approval detected, penal action shall be taken against contractor. Also, Whenever BMC demands any SCADA data in hard or soft copy the contractor shall readily submit the same within 7 days or as stipulated. Contractor shall not use open source software for SCADA system and shall purchase original Licensed version of SCADA system for entire contract period and shall update it as and when required.

23. The contractor shall keep one bound set of all civil, M&E etc. drawings, layout drawing, O&M manual at site for reference during all time. Contractor shall maintain all preventive maintenance records including all the test reports, delivery challans etc. for entire contract period.
24. Contractor shall maintain date & time stamps photos of on-going maintenance activities. Contractor shall maintain all preventive maintenance records including all the test reports, delivery challans etc and structural stability certificate of SWPS till end of contract. Contractor shall submit structural stability certificate of SWPS after every 5 years from BMC authorized consultant. If any recommendations, suggested by authorized consultant shall be complied at no extra cost.
25. The contractor shall carry out overhauling of M&E equipment and replacement of any part as per schedule or recommendation by OEM / BMC through OEM or OEM appointed authorized agency. Contractor shall use OEM recommended spare parts & consumables only during contract period.
26. Contractor shall be carry out total inspection activity (Annual health Check) for vertical axial submersible pumps, DG sets, All HT panel, SCADA system, Soft starter, PLC SCADA, Back Rack screens & Mitre gates through respective OEM or OEM appointed authorized agency and submit total inspection report verified by OEM to office before the 15th April every year during contract period. All recommendation suggested by OEM shall be implemented and complied before 30th April at no extra cost. For DG sets, total inspection report includes status of B check activity, status of working of sensors, status of vibration & noise level, emissions level as per norms, battery status, status of radiator & alternator etc. For Submersible pumps, total inspection report included megger resistance of motor and cable, status 'o' ring & clearance between propeller blade and wear ring, status of cable entry & water roof sealing, oil level & condition, status vibration level/Impeller balancing etc. For HT panel, all annual tests shall be included in total inspection activity.
27. The contractor shall ensure that all the safe working methods are adopted & shall provide

safety gadgets to all deployed staff such as helmet, gumboot, raincoat, fluorescent jacket, wherever necessary, while execution of work. In case of any accident, the contractor, and not BMC, shall be solely responsible. Contractor shall ensure that safety measures & precautions are followed by the staff on duty. Staff employed shall be experienced and trained to handle the respective job/equipment.

28. Any damage to Municipal/Private property shall be recovered from the contractor. The contractor shall ensure that his staff shall work peacefully without causing disturbance between themselves, Municipal Staff or with any other agency so that regular working of the pumping system shall not be disturbed.
29. The contractor shall take utmost care to carry out the work with minimum possible noise level during operation & maintenance.
30. The contractor shall check health of every staff every year and take precautionary measures and treatments as per advice of Medical Officer as per guidelines of DISH authority and maintain the records at site.
31. Contractor shall submit all compliance and information regarding Form 27 (Annual return) to office before due date.
32. Contractor shall submit MPCB related reports such as monitoring report of DG set stack (half yearly report), Monitoring report of noise level (half yearly report)), monitoring report of ambient air (quarterly report) and manifest of oil reprocessing form 10 (from re-processor).
33. Contractor shall submit CFO related reports such as Form B regarding Fire safety to office (half yearly report).
34. Contractor shall carry out Industrial safety audit of SWPS biannually as per guidelines of DISH authority. Recommendations to be complied without extra cost.
35. As per circular vide no Ch.E./M&E/523MC dtd 11.08.2022, contractor shall carry out electrical & safety audit of pumping station at intervals not exceeding 05 years.
36. All vendors should have high quality standards. BMC reserve the rights to accept/reject the vendor.
37. Any new circular or update in existing circular of state BMC, state Govt., Central Govt. etc. which are related to the scope of the project work shall be applicable to the successful bidder at no extra cost.
38. The successful bidder shall provide one new AC car having T-permit with a dedicated driver, available round the clock in monsoon and office hours in non monsoon period, for the duration of contract and ensure mobility related to this work for exclusive use of the Municipal staff. All expenses towards providing the Car including driver's expenses, operation and maintenance including fuel cost shall be borne by the Contractor.

2.2 Operation of the pumping facility in monsoon period:

1. It is expected that the pumps are operated during rising tide level when Flood gates are to be kept in closed position and when level in nalla is rising. Operation of pumps at low tide and the Flood gates are open, will not be considered for payment unless there are specific instructions from the authorized BMC personnel to operate the pumps.
2. Monsoon period will be considered as the period from 16th May to 15th October. During Monsoon period, it is preferable but not hard and fast rule that the sequencing of pumps and DG sets is to be done in such a manner that all the pumps and DG sets are operated for equal period. Each pump shall be operated for 20 Hours per month and overall operation of pumps i.e. eight pumps for 120 hours per month. If BMC officials instruct to operate the pumping station and to maintain level even after 120 hours per month, extra payment shall be made at the same rate as of fuel component for that month. A separate lump sum provision of Rs. 08 crores shall be made in DL to MS for extra pump hours. If the aid lumpsum provision is completely exhausted before the completion of contract period, additional provision shall be made.
3. Any change / rectification / fine tuning in the operational logic based on gathered data and earlier experience gained or as per specific instructions given by the Engineer shall be carried out by the Contractor during the period of Operation and Maintenance.
4. Payment for operation of the pumps will be made as per actual pump operating hours logged in SCADA.

2.3 Operation of pumping facility during non-monsoon period:

1. Non-monsoon period will be considered as the period from 16th October to 15th May. Each pump shall be operated during non-monsoon period maximum for three hours per pump per month and overall operation of all pumps i.e. Six pumps for Eighteen hours per month (6 pumps X 3 Hrs/Month/Pump). Any pump hour exceeding this limit (3 Hours for individual pump and 18 hours of total pump run hours) will not be considered for payment unless there is specific instruction from Engineer in Charge.
2. Payment for operation of the pumps recorded in SCADA system will be made as per actual pump operating hours logged in SCADA.
3. The pump operation is intended to stop flooding in catchment. During non-monsoon, in general, it may not be necessary to operate the pump, even if the nalla level crosses the maximum nalla level. Penalty for non-performance will not be applicable in such cases, if such relaxations are given

expressly in writing by Engineer representative.

4. Contractor shall operate Mitre gates in non-monsoon period as per directions of Engineer representative to avoid the mosquito breeding or any other reasons.

2.4 Maintaining of the Records:

1. All the information pertaining to Operation and Maintenance of the pumping facility shall be recorded in SCADA on continuous basis and shall be made available in printed & non editable formats to BMC for verification of pump operating hours including for payment purpose.
2. The contractor shall implement plant maintenance programme provided by BMC. It shall be absolutely contractor responsibility to look after all sorts of maintenance whether preventive or break down. The contractor shall maintain the operational activity record as per standard practice in the formats provided by BMC.
3. Various formats for recording information will be provided by BMC. These formats are subject to change, based on discussions between BMC and the contractor
4. The records maintained by the contractors as per approved maintenance check list and shall be produced periodically to the Engineer-in-charge for proper monitoring as desired by him.
5. The contractor shall maintain CCTV records of pumping premises for at least 01 year. Whenever BMC demands CCTV data, the contractor shall readily submit the same within 03 days or as stipulated.
6. The contractor shall maintain biometric records at site as well as BMC office. Biometric software shall be licensed and compatible with PCs of BMC office.
7. Forms regarding factory acts such as Form 27, Form 13, Form 7, form 11 etc.
8. History sheet of the all equipments.

2.5 Maintenance schedule and Preventive Maintenance activities:

The Contractor shall have to carry out preventive maintenance of all the equipments as per the maintenance programme attached as Annexure 'H' for Seven years Operation and Maintenance period of the Contract.

2.6 Minimum Staff requirement during Operation and Maintenance period to be supplied by contractor:

Details of minimum staff required to be employed for the operation and maintenance of the pumping station during monsoon and non-monsoon period is given below. However, additional staff, if required for proper operation and maintenance, will be provided by the contractor without any additional charges.

Sr. No.	Personnel	No. of Employee		Main Task of the Personnel
		Monsoon period	Non-Monsoon Period	
1	Plant Manager (B.E.- Mechanical or Electrical Engineering with 7 years of experience)	1	1	Coordination of activities for satisfactory performance of operation and maintenance and reporting to the Engineer-in-charge and responsible for the proper functioning & maintenance, data collection etc.
2	Assistant Engineer (B.E.- Mechanical or Electrical Engineering with 5 years of experience)	1	1	Responsible for daily O&M, electrical and mechanical equipment and Data Collection.
3	Junior Engineer (Diploma/B.E.- Civil Engineering with 2 years of experience)	1	1	Responsible for daily O&M, civil units and data collection.
4	Junior Engineer (Diploma/B.E. Mechanical or Electrical Engineering with 2 years of experience)	6+1*	2	Responsible for daily O&M, electrical and mechanical equipment and data collection.
5	Operators/Pump attendant (ITI Qualified with 5 years of experience)	6+1*	3+1*	Execution of specific tasks as indicated by the JE (E&M) for operating the different equipment installation
6	Electrician (ITI Qualified with 5 years of experience)	3+1*	1	Responsible for maintenance of electrical equipment.
7	Fitter (Mech.) (ITI Qualified with 5 years of experience)	3+1*	3+1*	Responsible for maintenance of mechanical equipment.
8	Sweeper/Casual labour	12+2*	4	Assistance to operator for cleaning plant premises, structures and equipments.
9	Watchman	6	6	To protect the plant from the trespassers, animals etc.
10	Gardener	1	1	To maintain the garden/landscaping of the plant.
11	Safety Officer (Diploma /Engineering in any field with safety course & 2 years experience.	1	1	Responsible for safety of pumping station

* Reliever

Note:

- Contractor shall not change appointed staff. If, for any reason beyond the reasonable control of the Contractor, such as retirement, death, medical incapacity, among others it becomes necessary to

replace any Personnel, the contractor shall forthwith provide as a replacement a person of equivalent or better qualifications subject to prior approval from BMC.

- Age of staff described above shall not be more than 65 years.
- It is mandatory to give valid date of birth proof, education certificate & relevant experience certificate.
- If BMC finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the contractor shall, at the BMC written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the BMC.
- Contractor shall follow minimum wages act and submit relevant documents regarding same to office while submitting bill.
- Staff employed by contractor under no circumstances will be considered as employees of BMC.
- Contractor shall provide the details of the staff, proposed to be deployed viz., their full name, DOB, Blood group, aadhar card, residential address, recent passport size photograph, medical fitness certificate & Police Verification certificate.
- Contractor shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like shall be responsible for all employer obligations under all laws as applicable from time to time. BMC shall not be responsible for the above issues concerning to personnel of contractor.
- Safety training shall be arranged every quarterly for all staffs working in SWPS by contractor. Certificate of safety training shall be issued to all staffs on completion of safety training and same shall be submitted to BMC. On Appointment/replacement of staffs safety training certificate is mandatory to be obtained within 1 month of joining.
- For security personnel Form II- Form of verification of character and antecedents of Security Guard and supervisor & Form III- Character and Antecedent Certificate shall be submitted to this office.

3. GENERAL AND FINANCIAL TERMS AND CONDITIONS:-

1. Successful contractor must take over the plant on "As Is Where Is Basis" and start the Operation & Maintenance of the pumping station from date mentioned in LOA/work order without

fail. The payment for the period from date of Letter of Acceptance to start date of contract will not be paid and this period will be called as Overlapping period. The successful contractor has to keep their staff engaged continuously without any break for carrying out Operation, Maintenance and Monitoring of the pumping plant for a period of Seven (07) years on 24 hours x 365 days basis.

2. The monthly payment towards Operation and Maintenance of the pumping facility for three components (Labor, Maintenance and Fuel) shall be calculated as follows.

- Labor- Labor component shall be payable on the basis of actual manpower deployed by the contractor during a particular month. The minimum man power to be deployed is specified in this tender document. No extra payment will be given for extra staff deployed by contractor other than minimum staff mentioned above. Contractor shall have to maintain Muster for staff deployed by him. Attendance of all contractual staff shall be register in biometric machine and report of same shall be submitted monthly while submitting monthly bill.
- Maintenance - Maintenance component shall be payable on actual work done as per the maintenance program approved by BMC. Submit all records with photographs while submitting monthly bill.
- Fuel - Fuel component shall be payable on actual pump running hours logged in SCADA both during Monsoon as well as non-monsoon period. SCADA report generated in non-editable format or as per prescribed format shall be submitted monthly while submitting monthly bill.

Note: The L1 & L2 bidder shall produce breakup of rates quoted for a) labour component & b) maintenance component of all equipments after packet 'C' opening within 03 working days.

3. During entire Operation and Maintenance period of Seven years, it will be Contractor's responsibility to ensure availability of the entire installation for operation.
4. Plant and equipment covered under this contract shall be totally attended by the contractor including any "Trouble Shooting" to ensure smooth and trouble free operation.
5. Replenishment of all spares, Replacement of damaged parts of any equipment, including if necessary, the entire equipment as and when necessary will be done by the Contractor, to the satisfaction of the Engineer of the Contract. Any kind of spares required during the entire Operation and Maintenance of seven years shall be supplied, replaced and replenished by the contractor at no extra cost to BMC.
6. All sorts of Tool & tackles, machinery including special tools and tackles required for proper and effective operation & Maintenance of the plant shall be arranged by the contractor at his own cost.
7. For effective maintenance, the contractor shall employ sufficient staff with proper qualification. For guidance of the contractor the existing pattern and numbers of minimum staff to be engaged is described in this chapter. However the contractor shall provide any other expertise, labors,

operators etc if so desired during entire period of operation and maintenance period. Any expertise or any other technical staff, if required during contract, that shall be provide by contractor at his own cost.

8. It is Contractor's responsibility to renew various statutory permissions, NOCs, approvals, permissions from all the concerned authorities, required for equipments, structures and pumping station as a whole from time to time and pay all the fees related to it. Also contractor shall pay the bills raised by statutory authorities towards generation charges.
9. The contractor shall abide by all central/state govt./Semi govt./Local Bodies rules regulations (all governments' rules and regulations), pertaining to this contract, without any extra cost. During the contract period, any amendment in government circular/rule pertaining to this contract, shall be applicable/followed without any extra cost.
10. The contractor shall provide Round the Clock watch and ward of the entire premises including plants/machinery etc. during the entire period of seven years operation and maintenance. In the event of any damage/loss of life/theft of property, due to negligence on the part of contractor, the contractor shall be solely responsible and liable for compensation and damages, regarding negligence and the decision of Engineer-in-charge shall be final.
11. The site shall be open for inspection by the designated officers/official of the BMC at all times during the contract period.
12. The staff employed will be provided with all the required safety equipments. It shall be ensured that full safety measures are taken by the staff on duty. Staff employed shall be experienced and trained to handle the respective job/equipment.
13. The Storm Water Pumping station facility and the premises shall not be used by the Contractor for any other purpose than its intended use during the entire period of Operation and Maintenance. Use of the Storm Water Pumping Station facility, structures and or equipments / accessories installed inside the pumping facility by the Contractor for commercial purposes of any nature is not permitted.

5. Schedule of penalty for not meeting the requirements of operation and maintenance

5.1 Penalty for Non performance of the pumping station during operation and maintenance = Non performance shall be construed when the level in the nalla (**25.00m**) is required to be reduced but it cannot be reduced for reasons attributable to the Contractor due to such as

1. Non-operation of pump(s)
2. Non- operation of DG set(s)
3. Tripping of DG set(s)
4. Non-operation of Mitre Gates
5. Non-operation or inefficient operation of screens

6. Non- operation of sluice gates
7. Non- operation of related electrical system

The level of nalla shall be measured just upstream of screen and the same shall be recorded on continuous basis in SCADA.

$$(a) \text{ Cost Per hour (Operation cost for monsoon month)} = \frac{(\text{Cost of Labour component} + \text{Cost of Maintenance component} + \text{Cost of Fuel component}) \#}{120 \text{ (total operating hours per month in monsoon)}}$$

means Amount quoted for one month of monsoon period

Penalty amount = 5 x Cost per hour (“a” above) x hours of non performance for which penalty is applicable.

5.2. Penalty for Breakdown of Equipments:-

a) Breakdown of Major Equipment:

If a breakdown of a major equipment as listed above in point No. 2.1 (1) occurs **and the contractor does not repair the same within 8 days during monsoon or 15 days during non-monsoon period then, a penalty of 25%** of the monthly payment of material and consumable component for O&M of pumping station, i.e., 1b & 2b of Schedule of Prices for Operation & Maintenance Works of this Tender Document shall be levied for that month. If more than 1 equipment is in break-down, then the penalty will be levied for each particular equipment.

In monsoon period, for breakdown of a major equipment, a penalty of Rs. 1,00,000/- per day will be levied on the contractor till the demonstration of operation subject to maximum capping of **25%** of the monthly payment of material and consumable component for O&M of pumping station.

b) Breakdown of Equipments other than major equipment: If the breakdown of equipment other than major equipments occurs and **the contractor does not repair within 15 days during monsoon or 21 days during non-monsoon period** then a **penalty of 10%** of the monthly payment of material and consumable component for O&M of pumping station, i.e., 1b & 2b of Schedule of Prices for Operation & Maintenance Works of this Tender Document shall be levied for that month. If more than 1 equipment is in break-down, then the penalty will be levied for each particular equipment.

5.3. Penalty for not maintaining adequate diesel stock in monsoon period.

There is underground tank of 20,000 litres for storage of diesel and there are three 990 litres day tanks. Hence total diesel stock available for main D.G. sets is 22970.00 litres. During monsoon period, the successful contractor shall always maintain underground diesel stock of at least 6,900.00 litres (~30% of total capacity) for main D.G. sets (assuming all Day tanks are completely filled during calculating). if total diesel stock in underground diesel tank falls below 6,900 litres, contractor shall have to recoup the diesel stock within 24 hours otherwise

penalty of Rs 3 lakhs/- per day will be levied till recouping of diesel stock.

5.4 Penalty for not carry out desilting.

If contractor does not carry out desilting nalla as per condition mentioned in work description and individual pump sumps every year to the satisfaction of site engineer before monsoon along with disposal off, the penalty of Rs 10,00,000 per year will be levied.

5.5 Penalty for not carrying out Structural painting

Failure to do, penalty of 10% of material cost per month will be recovered from every bill till the work completion.

5.6 Penalty for not carrying out preventive Maintenance

If any maintenance of particular equipment is not carried out as per maintenance programme **then cost given in breakup against that equipment will be deducted plus 10 % will also be deducted as penalty.**

5.7 Penalty for not providing staff as per contract

If any manpower is short than specified in the tender then payment on pro-rata basis (daily pay based on monthly pay) of short manpower will be deducted plus 10 % will also be deducted as penalty.

5.8 Penalty for not carrying out pre-monsoon maintenance in time

If the contractor fails to carry out yearly preventive maintenance, pre-monsoon maintenance before 30th April of each year, a penalty of Rs. 1,00,000/- per day will be levied on the contractor till the completion of work to satisfaction of site engineer. If a breakdown in equipment is found during pre-monsoon maintenance, breakdown maintenance to be carried out, it should be completed before 1st May of each year, addition to Breakdown of Equipments penalty (if applicable), a penalty of Rs. 1,00,000/- per day from 1st May will be levied on the contractor if fails to carry out the same.

5.9 Penalty for not follow/ comply the instruction within due date.

If the contractor fails to comply written instructions given by BMC officer, a penalty of Rs. 5,000/- per day will be levied on the contractor till the compliance.

5.10 Penalty for not carrying out health checkup.

The Tenderer(s) has to check health of all the laborers employed by him at every year and take precautionary measures and treatment as per the advice of Medical Officer. If records are not maintained by the Contractor, penalty of Rs. 5000/- per staff will be imposed.

5.11 Penalty for non availability of vehicle.

In case of non-availability of vehicle, a penalty of Rs. 10,000/- per day per vehicle shall be imposed.

6. Standard Operating Procedure of Pumping Station (SOP)

Standard Operating Procedure of pumping station is as follow:

Mean sea level: 24.46 m THD

Design high tide level: 26.80 mTHD

High flood level: 27.50 m THD

Design low tide level: 21.95 m THD

Maximum level to be maintained in the nalla :**25.00 m** THD

The pumping station is operated during high tide and heavy rains condition to prevent flooding and recede water accumulated in catchment area C 220-224 at the earliest. The catchment area of the pumping station is 428 ha, and it will provide relief to a number of flooding spots in the catchment area. The pumping station is operated in monsoon by closing all mitre gates approx. 2 hours before high tide (depending on height of tide condition) occurs for any particular day, and opening all sluice gates. When the water level in the nalla is around 24.40 m level, one pump is started and if flow to the pumping station increases and level cannot be maintained then second pump is started. The sequential operation of pumping station is as follows; The pumping start sequence during monsoon period is as follows; If the Nalla level is around 24.40 m, and all mitre gates are closed, only then pumps can be Operated.

1. Start first DG & start first pump
2. If level is still rising, start 2nd DG and 2nd pump
3. If level is still rising start the 3rd pump (with 2 DG's running)
4. If level is still rising, start 3rd DG and 4th pump
5. If level is still rising, start 5th pump (with 3 DG's running)
6. If level is still rising, start 6th pump to ensure maximum level of **25.00 m** is maintained in the nalla. At nalla level 24.00 m or below as instructed, all D.Gs and pumps will be stopped.

Please note the pumping station is to be operated and level to be maintained as per instruction of the concerned Engineer. Contractor should try to reduce flooding and speed up receding time as much as possible. Engineer in charge reserves the right to revise or amend the SOP at later stage, based on site condition & operational conditions.

SECTION 8
BILL OF QUANTITIES

PACKET 'C'

Schedule of Prices for Operation & Maintenance Works

Item	Description	Quantity	Rate	Per	Total Price (Rs)
1	Carrying Out Successful Operation and Maintenance Services in Monsoon Months (16th May- 15th October) for minimum specified hours -				
	a. Labour Component	35	XXXX	Month	XXXXX
	b. Material and consumables for O&M	35	XXXX	Month	XXXXX
	c. Fuel component.	4200	XXXX	Hours	XXXXX
2	2 Carrying Out Successful Operation and Maintenance Services in non-Monsoon Months (16th October – 15th May) for minimum specified hours -				
	a. Labour Component	49	XXXX	Month	XXXXX
	b. Material and consumables for O&M	49	XXXX	Month	XXXXX
	c. Fuel Component	882	XXXX	Hours	XXXXX
	TOTAL (To Grand Summary) (in figures and words)				XXXXX

Note: Please do not fill rates here. This is for guidelines only. The rates are to be filled online only in the "ITEM DATA" tab of the tender in BMC's portal.

Note :

1. All prices shall be quoted in Indian Rupees.
2. In preparing this schedule the tenderer shall consider the monsoon period as 5 (five) Months (16th May to 15th Oct) and the non monsoon period shall be considered as 7 (Seven) months (16th Oct to 15th May) in a Year.
3. Labour component shall be payable on the basis of actual manpower deployed by the Contractor during a particular month. The minimum man power to be deployed is specified in this tender document.
4. Maintenance component shall be payable on the basis of actual maintenance carried out for the pumping station. Schedule and checklist for preventive maintenance is attached (Annexure - H). The Contractor shall maintain required spares for various equipments as per original equipment manufacturers recommendation at site at own cost. It is to be noted that the Contractor shall liable for all penalties mentioned in scope of work
5. Fuels component will be paid at actual running pump hours recorded in SCADA system. For extra pump hours, if any, the same rate shall apply. The payment for extra hours and price variation on fuel component shall be paid from the lumpsum provision of 08 Cr. If provision of 08 Cr is consumed before the completion of O&M period, provision for further period shall be made accordingly. The bidder shall quote the price for fuel component not more than Rs.30,000.00/Hr.
6. Pumping hours mentioned in fuel component of BOQ is for evaluation purpose only.
7. All the prices quoted by the tenderer shall be inclusive of all taxes (other than GST) duties, royalties, floating material etc. as directed by the engineer in- charge, NOC's / permissions from the competent authorities of BMC / Govt. Department, clearing, insurance, loading, unloading, supervision, storage, installation & commissioning if required, trial runs, performance run, fuel, power, materials, man power, consumables, spares, technical expertise etc. all complete
8. The bidder is strongly advised to visit the site prior to submitting the bid to assess the current conditions; additionally, the successful bidder shall take over the plant "as is where is" basis.

Tenderer's Signature
And office stamp Trading under the name and style of

SECTION 9
GENERAL CONTRACT CONDITIONS

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

The Engineer in-charge shall mean the Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering department i.e. Dy.Ch.Eng. (M&E) SWD Projects 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 do 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

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

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

2.3. The documents forming the Contract shall be interpreted in the following documents:
(1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work, (4)

Contractor's Bid, (5) Contract Data, (6) Special Conditions of Contract Part (7) General Conditions of Contract Part I, (8) Specifications, (9) Drawings, (10) Bill of Quantities, and (11) Any other document listed in the Contract Data.

3. Engineer's Decisions

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.

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

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:

- a. The Contractor shall not sub-contract the whole of the Works.
- b. 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 operation work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.
- 8.2.** The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.
- 8.3.** If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.
- 8.4.** The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the BMC /State Government and has either not completed two years after the date of retirement or has not obtained BMC/State Government's permission to employment with the Contractor.

9. Employer's and Contractor's Risks

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

10. Employer's Risks

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

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

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 work and undertake maintenance (if specified in the tender)

15.1 The Contractor shall operate and install and maintain the Works in accordance with the Specifications and tender conditions and as per instructions of the Engineer.

15.2 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.

15.3 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:

15.4 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.

15.5 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.

15.6 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 interrelationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

15.7 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 to 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: -

- i. At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- ii. The first-aid box shall be distinctly marked with a red cross on white back ground.
- iii. Adequate arrangements shall be made for immediate recoument of the equipment when necessary.
- iv. Nothing except the prescribed contents shall be kept in the First-aid box.
- v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi. A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

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 Vehicle mounted machineries

The Employer shall handover complete possession of the Vehicle mounted machineries to the Contractor 7 days in advance of Operation & Maintenance programme.

21 Access to the Sit

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 instructions: The Engineer shall have the power and authority from time to time and at all times to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the

same had accompanied or had been mentioned or referred to in the specification, and the Engineer may also alter or vary the number of shifts or timing of the shifts 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 employer shall submit to the contractor 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 operation and maintenance 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 Ch.Eng. for not anticipating the same while preparing estimates and draft tender.

b) Extension Of Time For Delay Due To Contractor :

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

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

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

25 Delays Ordered by the Engineer

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

approval of the DMC/AMC.

26 Management Meetings

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

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

C- Quality Control

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 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 a 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, 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 chalan 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.~~

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 performed 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:

~~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.~~

~~32.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after five years. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.~~

~~32.2 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.~~

~~32.3 The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.~~

~~31 Uncorrected Defects and Deficiencies~~

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

D. Cost Control

32 Variations

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

33 Payments for Variations

33.1 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

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 of Variations and Compensation Events.
- f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- g) The contractor shall submit all bills on the printed forms at the office of Engineer In-charge. The charges to be made in the bills shall always be entered at the rates specified in tender.

36 Payments

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

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

36.3 No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. One Thousand, the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer In-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actual done and completed and shall not preclude the Engineer In-charge from requiring any bad, unsound, imperfect or 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 (i.e. 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.

“Chapter XXI-Miscellaneous, section 171(1) of GST Act, 2017 governs the ‘Anti Profiteering Measure’ (APM). As per the provision of this section, ‘Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices”.

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

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

39 Currencies

All payments will be made in Indian Rupees.

40 Liquidated Damages

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

41 Cost of Repairs

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

E. Finishing the Contract

42 Completion of Construction and Maintenance

The Contractor shall request the Engineer to issue a certificate of completion of the operation and maintenance of vehicle mounted machineries 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

Successful contractor will take over Gazdarbandh SWPS for O&M from ongoing contractor in presence of BMC after receipt of Letter of Acceptance. Successful contractor shall complete the takeover documentation process with BMC after receipt of LOA. The payment for the period from date of Letter of Acceptance to start date of contract will not be paid and this period will be called as Overlapping period.

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

The contractor has to submit the bill for the work carried out within 15 days from the date of

completion of the work to the respective executing department. If the contractor fails to submit their bills to concerned executing department, penalty or action as shown below will be taken for each delayed bill:-

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

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

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

- a) During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.
- b) Furthermore, the Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the

part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance guarantee. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

- c) The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
- d) The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

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. Detailed Engineering Drawings~~
9. Standard General Conditions of Contracts (GCC)
10. All correspondence documents between bidder/contractor and BMC.
11. The Bid

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 BiddingProcess.

57 Acknowledgment by Applicant

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

- a. made a complete and careful examination of the tender;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred; and
- d. Agreed to be bound by the undertakings provided by it under and in terms hereof. “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:

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

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession

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

“The Authority” reserves the right to verify all statements, information and documents submitted by the Applicant in response to the TENDER. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

59 The bid shall be rejected if the bidder-

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

60 Clarifications

Applicants requiring any clarification on the tender may notify “the Authority” in writing or by fax or e-mail. They should send in their queries before the date specified in the header data. “The Authority” shall Endeavour 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 Endeavour 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.

G. Preparation and Submission of Application

62 Language

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

63 Format and signing of Application

The Applicant shall provide all the information sought under this TENDER. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection. The Applicant will upload bid in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded has to

be digitally signed by the bidder. These copies shall be certified by Practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp, clearly stating his name & registration number, except where original documents are demanded

64 Marking of Applications

The Applicant shall submit the Application 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 stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of 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 Brihanmumbai Municipal Corporation or its Engineer or Officer on the one hand and the contractor on the other, or with respect to any delay on the part of the Brihanmumbai Municipal Corporation or its Engineer or Officers in making periodical or final payments or in any other respect whatever.

73 Settlement of Disputes:

- **Termination of contract for death**

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

- **Settlement of Disputes:**

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

Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until 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 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.

75 Copyright:

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

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

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

rights or obligations of the Contractors and of the legal representatives of any deceased Contractors interest.

77 Proprietary data

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

78 Correspondence with the Applicant

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

79 Price Variation Clause

For first year there will not be any escalation or price variation.

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 up to 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 wholesale 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:~~

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

b) ~~Formula for Material component :~~

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

~~Where-~~

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

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

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

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

~~W = Average wholesale price index as published by Economic Adviser to Govt. of~~

~~India applicable to the period under reference.~~

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

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

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

a. Formula for Labour component:

$$VL = (0.88 RI) \times \frac{(I - IO)}{IO}$$

b. Formula for Material component :

$$VM = (0.88 Rm) \times \frac{(W - WO)}{WO}$$

c. Formula for Fuel component :

$$VF = (0.88 Rf) \times \frac{(F - FO)}{FO}$$

Where -

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

I = labour 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 2016 as 100 i.e. new series of indices).

IO = Labour 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 for material 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.

FO = Fuel price Mumbai (declared by the Indian Oil/ Competent govt. authority) prevailing, on the day of 28 days prior to the date of submission of the tender.

F= Fuel price in Mumbai (declared by the Indian Oil/ Competent govt. authority) on 1st day of calendar month applicable to the period under reference

Rl = Total value of the Labour component paid during the period under reference as recorded in the Measurement Book.

Rm = Total value of the Material component paid during the period under reference as recorded in the Measurement Book.

Rf = Total value of the Fuel component paid during the period under reference as recorded in the Measurement Book.

- 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) based on the above formula/formulae in Annexure-I as and when mentioned in Special conditions of contract; IO and WO being the indices applicable to the date on which the rates under Sub Clause 10 (a)A (i)&(ii) and Sub Clause 10 (a) B(iii) are fixed. No price variation shall be admissible for FAIR items created during execution.

80 Maximum Price Variation shall be as follows:

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

- Both together for labour and material component, maximum price variation shall be 10% of labour plus material components for 07 years.
- For fuel component, there shall not be limit on price variation. However, the bidder shall quote the price for fuel component not more than Rs.30,000.00/Hr.
- For first year there will not be escalation or price variation for any component.
- Separate lump sum provision of Rs. 8.00 crores shall be made in DL to MS for price variation of fuel component. If the said lumpsum provision is completely exhausted before the completion of contract period, additional provision shall be made by obtaining approval of competent authority at that time.

Note:1) The extension in time period for the projects originally estimated including monsoon results in change of price variation slabs as mentioned above i.e. from first slab to second slab or from second slab to third slab, then the maximum limit of original slab will prevail.

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

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

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 bills verified by taking or causing to be taken, where necessary, the requisite measurement of work.
- ii) Payment on account for amount admissible shall be made on the Engineer certifying the sum to which the Contractor is considered entitled by way of 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 (Not Applicable)

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

- a) Joint Venture should be allowed only when the number of identifiable different works is more than one and/or the estimated cost of tender is more than Rs.100 Crores. JV shall also be allowed for complex technical work below Rs.100 Crores with the approval of concerned AMC.
- b) Separate identity/name shall be given to the Joint Venture firm.
- c) Number of members in a JV firm shall not be more than three in normal circumstances, if the work involves only one discipline (say Civil or Electrical). If number of members in JV is required to be more than three, then approval of concerned AMC needs to be sought.
- d) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- e) The tender form shall be purchased and submitted in the 'name of the JV firm or any constituent member of the JV.
- f) Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, EMD in the name of lead partner can be accepted subject

to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.

- g) One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.
- h) A copy of Letter of Intent or Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligation shall be furnished in the agreement.
- i) Once the tender is submitted, the agreement shall not be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this agreement shall be extended till the currency of the contract expires.
- j) Approval for change of constitution of JV firm shall be at the sole discretion of the BMC. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.
- k) Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.
- l) On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the

members of the JV firm shall be permitted.

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

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

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

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

- i. In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:
 - a. Notary certified copy of the Partnership Deed,

- b. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
 - c. Power of Attorney (duly registered as per prevailing law) in favor of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.
- ii. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
- Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern
- OR
- he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.
- iii. In case one or more members is/are limited companies, the following documents shall be submitted:
- a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
 - b. Copy of Memorandum and articles of Association of the Company.
 - c. Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.
- o) All the members of the JV shall certify that they have not been black listed or debarred by BMC from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members / partners.
- p) Credentials & Qualifying criteria: Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfillment of the following criteria:
- Technical eligibility criteria:** In case of Work involving single discipline, the Lead member of the JV firm shall meet at least 35% requirement of technical capacity as stipulated in tender document.

OR

In case of composite works (e.g. works involving more than one distinct component such as Civil Engineering works, M&E works, Electrical works, etc. and in the case of major bridges, substructure and superstructure etc.), at least one member should have satisfactorily completed 35% of the value of any one component of the project work so as to cover all the components of project work or any member having satisfactorily completed 35% of the value of work of each component during last seven financial years.

In such cases, what constitutes a component in a composite work shall be clearly defined as part of the tender condition without any ambiguity.

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 and shall be at least **100% of the estimated value** of the work as mentioned in the tender.

84 Compensation for delay:

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

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

~~When the delay is not a full week or in multiple of a week but involves a fraction of a week the~~

~~compensation payable for that fraction shall be proportional to the number of days involved.~~

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

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

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

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

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

85 Action And Compensation Payable In Case Of Bad Work And Not Done As Per Specifications

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

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the officer of Vigilance Department, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same

may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 8.e. of the general condition of contract in section 9 of tender document (for Compensation for delay) for this default. In such case the Engineer-in Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer in charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

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

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 or 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 defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor be paid for compromising any claim by any such person.

89 Prevention of Fire :

The contractor shall not set fire to any standing jungle, trees, brushwood or grass 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 equipments so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipments by those concerned.
- (iv) When the work is carried on in proximity to any place where there is risk or drawing all necessary equipments shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

94. 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 mosquitogenic conditions are created so as to keep vector population to minimum level. Contractor shall carry out anti-malaria measures in the area as per the guidelines issued by the Executive Health Officer of BMC from time to time. In case of default, in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay BMC on anti-malaria measures to control the situation in addition to fine.

SECTION 10
FRAUD
AND
CORRUPTPRACTICES

FRAUD AND CORRUPT PRACTICES

1. 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.
2. 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.
3. 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 Financier’s inspection and audit rights provided .
- viii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.
- ix. ‘parties’ refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.
- x. a “party” refers to a participant in the procurement process or contract execution.

SECTION 11
PRE BID MEETING

PRE-BID MEETING

Pre-bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant. During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

Any tenderer(s) requiring any clarification of the tender document and/or the works may submit his questions in writing sent to the office of Dy. Ch. E. (M&E), SWD Projects 131, Kalpataru (Amenity Building), Near kalpataru Horizon Tower, S.K. Ahire Marg, Off A. Besant Road, Worli, Mumbai- 400 018 at least 1 days before the meeting. In the event of Tenderer(s) failing to submit query 1 days earlier than pre-bid meeting, accepting the queries shall be at the discretion of BMC.

Query can also be submitted in following format in excel and pdf format file vide E-mail on dych01mne.swd@mcgm.gov.in

Sr. No.	Section	Clause No.	Pg. No.	Description in Tender	Query	Remarks if any
1						

The text of the questions raised (without identifying the source of enquiry) and the response given will be circulated/informed vide addendum on BMC portal /displayed on Notice board of respective Zonal office within 7 days. Any modification of the tendering documents, which may become necessary as a result of the pre-bid meeting, shall be made by the BMC exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of tenderer(s).

BMC reserves the right to reject a query if it is not received within 1 working day from the pre-bid meeting or as discussed during the meeting.

SECTION 12
LIST OF APPROVED BANKS

LIST OF APPROVED BANKS

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

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

List of approved Banks:-(Please refer Circular no. CA/FBK/241 dtd. 27.09.2019 – Bank List and CA/FBK/303 dt. 17.03.2018 regarding IDBI bank BG not accepted)

A	S.B.I and its Subsidiary Banks
1	State Bank of India
2.	State Bank of Bikaner & Jaipur
3	State Bank Of Hyderabad.
4	State Bank Of Mysore
5	State Bank Of Patiala
6	State Bank Of Saurashtra
7	State Bank Of Travankore
B	Nationalized Banks
8	Allahabad Bank.
9	Andhra Bank
10	Bank Of Baroda.
11	Bank Of India.
12	Bank Of Maharashtra.
13	Central Bank Of India
14	Dena Bank.
15	Indian Bank.
16	Indian Overseas Bank.
17	Oriental Bank Of Commerce.
18	Punjab National Bank.
19	Punjab & Sindh Bank.

20	Syndicate Bank.
21	Union Bank Of India.
22	United Bank Of India.
23	UCO Bank
24	Vijaya Bank
24A	Corporation Bank.
C	Scheduled Commercial Banks
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd
33	Federal Bank Ltd
34	IndusInd Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd
42	Ratankar Bank
43	Sangli Bank
44	South Indian Bank Ltd
45	S.B.I Corporation & Intl Bank Ltd
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd
48	Vysya Bank Ltd.
D	Schedule Urban Co-Op Banks
49	Abhyudaya Co-op Bank Ltd
50	Bassein Catholic Co-op Bank Ltd.

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

SECTION –13
FORMS
&
ANNEXURES

FORM OF TENDER

To,

The Brihanmumbai Municipal Corporation

Sir,

I/We have read and examined the following documents relating to the work/supply of.....

.....

.....

- i) Notice inviting tender.
- ii) Directions to tenderers (General and special)
- iii) General condition of contract for Civil Works of the Brihanmumbai Municipal Corporation as amended up to date.
- iv) Drawings, if any
- v) Specifications.
- vi) Special Conditions
- vii) Annexures
- viii) Bill of Quantities and Rates.

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

.....

.....

.....

.....

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

1B. I/We do here by 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 toRs. _____

(Rs.....
.....
.....-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 requiredunderthe Mumbai Municipal Corporation Act, not to accept this tender.(Subject to condition 5below).

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 withdrawn by the Corporation,"

Address Yours faithfully,

.....

Digital Signature of the Tenderer or the Firm

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

Full Name and private residential address of all the partners constituting the Firm

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. 2. 3. 4. 5. | <p>A/c No.</p> <p>Name of Bank</p> <p>Name of Branch</p> <p>Vendor No.</p> |
|--|--|

Financial Bid Form 'B'

Subject: Providing Services for Comprehensive Operation and Maintenance of Storm Water Pumping Station at Gazdarbandh in K/W Ward for 07 years.

Due Date of e-Tender: As on cover page.

I/We have received, read and am/are agreeable to the content of page no. _____ to page no. _____ including the Price Schedules while quoting the rates offered. I/We have considered the contents of the documents contained in the above-mentioned pages _____ and into thereof, I/We have signed the documents.

Name and Title of Signatory:

Name of Tenderer(s):

Address:

E-Mail Address of the firm:

Telephone numbers:

**Signature of authorized
Person of concern/company**

Name of concern/company and seal

(A separate sheet must be filled, scanned and uploaded in packet B along with e- tendering)

AGREEMENT FORM

Tender:

Dated..... 20...

Standing Committee/Education Committee Resolution No

CONTRACT FOR THE WORKS “ _____ ”.

This agreement made this ___ day of _____ Two thousand Twenty-Five

Between

Mr. _____ in habitants of Mumbai, carrying on business at _____ under the style and name of M/s. _____ Here in after called “the contractor of the one part”

And

Shri. _____, DMC (Infra) (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 DMC (Infra) of the second part

And

The BRIHANMUMBAI MUNICIPAL CORPORATION (Hereinafter called “the Corporation”) of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his ten-der has been accepted by the Commissioner (with the approval of the Standing Committee /Education Committee of the Corporation.

NOW 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 here in after 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 Schedule of Prices/ Bill of Quantity
 - f. The Specification:
 - g. Detailed Engineering Drawings
 - h. Standard General Conditions of Contracts (GCC)
 - i. All correspondence documents between bidder and BMC

3. In consideration of the payments to be made by the Commissioner to the contractor as herein after mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.
4. The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

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

Signed, Sealed and delivered by the Contractors

M/s.

Address

Trading under the name and style of

In Presence of

Full Name:

Address:

Signature

Full Name:

Address:

Signature

Signed by the DMC (Infra)

Shri.

DMC (Infra)

In the presence of

.....

.....

The Common Seal of the Brihanmumbai
Municipal Corporation was hereunto
affixed on the

.....20

in the presence of two members of
The Standing Committee.

1.

2.

And in the presence of the Municipal Secretary

Municipal Secretary

Annexure -A

Information regarding status of Bidders

1.	(a) Whether it is a proprietor concern, If so, name of the owner Or (b) If it is a partnership concern, please furnish name of each partner and Notary certified copy of the Partnership Deed Or (c) In case of company, please furnish the documentary proof to show that the company is registered, Copy of Memorandum and articles of Association of the Company.	:	
2.	Tenderer's address and Telephone No.	:	
3	Email address :	:	
4	GST number and PAN number	:	
5	Vendor number and class Registration in BMC details		

**Signature of authorized
Person of concern/company**

Name of concern/company and seal

Annexure –B

(On Rs. 500/- Stamp Paper)

DECLARATION REGARDING LITIGATION & ARBITRATION HISTORY

Bid No-

Undertaking for the tender of contract for the work of _____

I, _____, Proprietor /Partner/Director of M/s.....resident at do hereby declared and undertake as under,

I or my company M/s. _____ have not been charged with any prohibitory and / or penal action such as banning/blacklisting for specific time or permanent / deregistration or any other action under the law by any government and / or Semi Government and / or Government undertaking either in their individual capacity or the JV firm in which I was member.

I or my company M/s. _____ have not been framed for any kind of litigation and we do not have any kind of arbitration history against us.

**Signature of authorized
Person of concern/company**

Name of concern/company and seal

Annexure- C

PRE-CONTRACT INTEGRITY PACT

(On Rs. 500/- Stamp Paper)

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is

divulged.

7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:
 1. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
 2. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
 3. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 4. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**Signature of authorized
Person of concern/company**

Name of concern/company and seal

Annexure- D

(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 nochange in the contents of the certificates that are submitted at the time of registration.

2. I declare that I _____ in capacity as Manager/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.

3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.

4.I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.

6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

**Signature of authorized
Person of concern/company**

Name of concern/company and seal

Annexure-E

Irrevocable Undertaking

(On Rs.500 Stamp paper duly notarized by notary with red seal and registration number)

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

1. I/We shall comply with and fulfill all terms, conditions, specifications and obligations as stipulated in tender documents and subsequent documents related to tender and work order, without fail.
2. I/We shall not withdraw or revoke this undertaking during the contract period. In case of failure to comply with any of the tender conditions, the BMC shall have absolute right to initiate appropriate action.
3. I/We 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.
4. I/We 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.
5. I/We 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.
6. If I/We 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 I above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at DEPONANT

This day of BEFORE ME

Interpreted, Explained and Identified by me.

Annexure- G
Rate Analysis

Sr. No.	Description	Qty	Rate	Amount
1	Labour Component	No. of people	Salary	Amount
	Plant Manager			
	A.E. (M&E)			
	J.E. (Civil)			
	J.E. (M&E)			
	Optr./Pump attnd.			
	Electrician			
	Fitter (Mech.)			
	Swpr./Csl. Labour			
	Watchman			
	Gardener			
	Safety officer			
	Misc			
2	Material and Consumable Component	Quantity	Rate per Equipment per Month	Amount
	Major Equipment			
	Storm water pump set			
	DG set			
	DG HT panel			
	Pump HT panel			
	Soft starter			
	Auto-synchronization panel			
	PLC & SCADA System			
	Sluice gates			
	Back rack Screens			
	Mitre gates			
	Minor Equipment			
	Level sensors			
	Battery & Battery charger system			
	Fuel transfer system			
	DG set (Aux.)			
	Pressure jetting system			
	NGR Panel			
	Cables (HT/LT)			
	Transformer			
	LT panels & APFC Panel			
	EOT pump house			
	EOT DG house			

	EOT sluice gates			
	EOT of Mitre Gate			
	Drainage pump			
	Ventilation system & AC			
	Lightning protection			
	Earthing system			
	Fire Fighting System			
	Safety equipment			
	General maintenance of pumping Upkeep/House keeping			
	Epoxy Painting of structures and Equipments			
	De-silting Work			
	Renewing of Licenses			
	Stationary& other general items			
	Misc			
3	Fuel	Quantity	Rate	Amount
	Fuel charges			
4	Overhead & Profit on 1, 2 & 3			
5	Total Rate			

Annexure H
Checklist for Preventive Maintenance

1. HT Pumps

Daily Activity

Sr. No.	Activity
1	Checking seal leakage alarm status (LED on Pump Monitoring Unit in SCADA IO panel)

Weekly Activity

Sr. No.	Activity
1	Visual inspection of the Outer sheath of the cables (between Soft starter and Pump) for damage or cracks

Monthly Activity

Sr. No.	Activity
1	Visual inspection of the grounding wire connection for tightness
2	Visual inspection of Cable clamps
3	Visual inspection of Cables for damages
4	Checking all Nuts, Bolts and screws for tightness
5	Checking of RTD and BTD temperature inputs in PMU
6	Check continuity of seal leakage sensor (PMU to Junction box in Pump House)

Half Yearly Activity

Sr. No.	Activity
1	Cleaning of Pump with water
2	Visual inspection of the cable entry seal

Yearly Activity	
Sr. No.	Activity
1	Insulation Resistance testing of HT cables with 5 kV megger between each phase & earth (As per IEEE-43, minimum value of 100 MOhms)
2	Insulation Resistance testing of Motor with 5 kV megger between phase & earth (As per IEEE-43, minimum value of 10 MOhms)
3	Insulation Resistance testing of LT Cables with 500 volt between each phase & earth (Minimum 0.5 Mohms)
4	Measurement of Insulation Resistance testing of HT cables with 5 kV megger through Cable
5	Visual Inspection of Pump after removing from sump
6	Checking of clearance between the propeller and the Wear rings/Retainer rings
7	Checking of 'O' Rings for any damage
8	Checking of Mechanical seal
9	Operation of Local stop Push button
10	Drain oil from oil housing and replace with new oil & O rings.
11	Annual Health check up from OEM or authorised vendor appointed by OEM only.

Three Yearly Activity	
Sr. No.	Activity
1	Inspection and Overhauling of the whole pump.
2	Painting of the pump

Note: Overhauling of pump shall be done at workshop of OEM or authorised vendor appointed by OEM only. It includes winding varnishing, Check coupling & alignment, Impeller balancing, check sealing system to avoid leakage, Check sensor working conditions, waterproofing of Cable entry etc.

2. HT DG sets and Auxiliary DG

Daily Activity	
Sr. No.	Activity
1	Check Fuel Level in Day tank
2	Check Engine oil level
3	Visual Inspection of DG set
4	Visual Inspection of Fuel Transfer system for any leaks

Weekly Activity	
Sr. No.	Activity
1	Checking of belt tension (Manully) and adjust, if necessary
2	Checking of coolant level and fill with proper coolant if required
3	Visual inspection of Power and control cables
4	Checking of Air filter including signal ring position of service indicator
5	Visual inspection of water hoses for tightness
6	Checking of RTD and BTD tempetures in temperature scanner in DG Synch Panel
7	Operation of DG set on No Load and check Coolant & Oil temp., Voltage, Frequency etc.
8	Check proper functioning of oil pressure gauge

Monthly Activity	
Sr. No.	Activity
1	Visual inspection of Engine accessories mounting and fitting
2	Visual inspection of battery connections for tightness
3	Check for Fuel leakage at joints, Banjo and Gaskets
4	Check condition of fuel hoses and ensure hoses are neatly clamped
5	Visual inspection of Radiator for any leakage
6	Check Coolant level and top up if necessary
7	Check for Body earthing with continuity tester

Half Yearly Activity	
Sr. No.	Activity
1	Checking of Battery electrolyte level and top up if necessary
2	Checking of battery specific gravity
3	Check Battery Voltage
4	Checking if no leakage in Exhaust pipe line
5	Cleaning DG engine & alternator with blower
6	Checking of Doors for ease of opening
7	Run all DGs in Synchronization on No Load for 15 minutes and check Coolant & Oil temp., Voltage, Frequency etc, kW

Yearly Activity	
Sr. No.	Activity
1	Change Engine Lubricating Oil
2	Change Lub Oil filter
3	Change Fuel filter element
4	Replace Air Filter as recommended by OEM or authorized vendor
5	Replace Engine oil filter
7	Coolant Additive concentrate filling if necessary
8	Clean Fuel tank breather
9	Clean radiator and radiator fins with chemical and check for leakage
10	Change Water seperator
11	Painting of Day Tanks and Pipes
12	Annual Health check up from OEM or authorised vendor appointed by OEM only.

Two Yearly Activity	
Sr. No.	Activity
1	Drain and Replace Coolant completely
2	Inspection and Overhaul of DG set

3. Mitre Gates

Daily Activity	
Sr. No.	Activity
1	Visual inspection of guide pulley, chain and Mitre Gates

Weekly Activity	
Sr. No.	Activity
1	Input and Output Voltage checking of Cathodic protection panel (240 V AC Input and 50 V DC Output)
2	Visual inspection of chain for wear and tear

Monthly Activity	
Sr. No.	Activity
1	Visual inspection of Cathodic protection system
2	Checking of oil in actuator
3	Greasing of chain along complete length
4	Visual inspection of nuts and bolts
5	Ensure free motion of Chain guide pulley and lubricate if necessary

Half Yearly Activity	
Sr. No.	Activity
1	Change oil in Actuator
2	Insulation resistance of Motor of Actuator with 500 V DC Megger (minimum 5 MOhms as per IEEE-43)

Yearly Activity	
Sr. No.	Activity
1	Visual inspection of U Bracket and taper key of mitre Gates
2	Visual inspection of Neoprene rubber and replacement if necessary
3	Check Anodes of Cathodic Protection for damage
4	Change oil in Actuator

Three Yearly Activity	
Sr. No.	Activity
1	Complete Overhauling of Mitre Gates

2	FRP coating of Mitre gates
---	----------------------------

4. Soft Starter

Daily Activity

Sr. No.	Activity
1	Visual inspection of fault indication, Aux Supply ON and Healthy LED
2	Visual inspection of Panel
3	Check for any alarms

Weekly Activity

Sr. No.	Activity
1	Operate Soft starter and monitor for normal parameters
2	Visual inspection of Reactor and its connections
3	Check for soft starter reset

Monthly Activity

Sr. No.	Activity
1	Clean the panels
2	Check for tightness of all contacts
3	Check Manual operation of MCB knob
4	Visual inspection of Capacitor

Quarterly Activity

Sr. No.	Activity
1	Check operation of Soft starter along with DyCo unit (inbuilt in each soft starter)
2	Spray De-oxidizing chemical on all power contacts

Yearly Activity

Sr. No.	Activity
1	Touch up Painting of panels if required

5. Battery and Battery Charger

Daily Activity

Sr. No.	Activity
1	Visual inspection of Input and Output voltage LEDs
2	Visual inspection of Panel

Weekly Activity

Sr. No.	Activity
---------	----------

1	Check AC input voltage with multimeter
2	Check DC output voltage on Voltmeter in panel

Monthly Activity	
Sr. No.	Activity
1	Check battery voltage with Charger in ON and OFF positions
2	Check operation of Annunciator
3	Check Voltage of each battery with Multimeter
4	Inspect enclosure for damage, unauthorized openings and corrosion
5	Visual inspection of all electrical connections
6	Visual inspection of Earthing
7	Cleaning of panel and battery

Yearly Activity	
Sr. No.	Activity
1	Perform Battery capacity test
2	Touch up painting of panel if required

6. Back rack screen

Daily Activity	
Sr. No.	Activity
1	Checking operation of back rack screen system in manual mode

Weekly Activity	
Sr. No.	Activity
1	Checking ON and OFF operation of MCBs in panel

Monthly Activity	
Sr. No.	Activity
1	Checking and cleaning of control panel
2	Tightening of nuts and bolts
3	Checking of stiffeners and home position
4	Checking VFD function
5	Checking and cleaning racks

Half Yearly Activity	
Sr. No.	Activity
1	Megger testing of sprocket motor
2	Checking physical inspection of conveyor belt

Yearly Activity	
Sr. No.	Activity
1	Check gear oil and replace all worn out parts
2	Annual Health check up from OEM or authorised vendor appointed by OEM only.

7. Fuel transfer System

Daily Activity	
Sr. No.	Activity
1	Visual inspection for leakage of fuel
2	Checking of Fuel levels in Day tanks

Weekly Activity	
Sr. No.	Activity
1	Visual inspection of Pumps
2	Checking of Indication lamps
3	Measurement of underground diesel level

Monthly Activity	
Sr. No.	Activity
1	Operation of Fuel transfer system for normal functioning
2	Cleaning of pumps and surrounding
3	Cleaning of panel

Half Yearly Activity	
Sr. No.	Activity
1	Operation and monitoring of fuel transfer system from SCADA in Manual, Remote and Auto mode
2	Insulation resistance of Motors with 500 V DC Megger (minimum 5 MOhms as per IEEE-43)

Yearly Activity	
Sr. No.	Activity

1	Touch up painting if required
2	Greasing of pump coupling
3	Servicing of DOL starter & fuel transfer pump
4	Cleaning of all Day tanks & Underground diesel tank.

8. HT Panels - Pump and DG Panels

Daily Activity

Sr. No.	Activity
1	Visual Inspection of proper indication of LED lamps

Monthly Activity

Sr. No.	Activity
1	Raking in and Out of VCB

Half Yearly Activity

Sr. No.	Activity
1	Closing and Opening Operation of VCB in Test and service position
2	Tightening of control wire connections

Yearly Activity

Sr. No.	Activity
1	Cleaning of Panel
2	Insulation Resistance checking of Breaker
3	Contact resistance measurement of breaker
4	Primary Current injection test for Current Transformers and proper operation of relays and meters
5	Primary Current injection test for Potential Transformers and proper operation of relays and meters
6	Checking of all interlocks during operation
7	Insulation resistance test on CT and PT using 5 kV and 500 V Megger (Minimum > 100 M Ohms for Primary to Sec and 50 M Ohms for Secondary to earth)
8	Winding resistance test on CT and PT
9	Calibration of all analog and digital measuring instruments
10	Annual Health check up from OEM or authorised vendor appointed by OEM only.

9. DG Synchronizing Panels

Daily Activity

Sr. No.	Activity
1	Visual Inspection of proper indication of LED lamps
2	Visual inspection of reading of temperature scanner

Half Yearly Activity	
Sr. No.	Activity
1	Tightening of control wire connections

Yearly Activity	
Sr. No.	Activity
1	Painting of Panel if required
2	Operation of Manual synchronization panel
3	Annual Health check up from OEM or authorised vendor appointed by OEM only.

10. NGR and NGR Panel

Monthly Activity	
Sr. No.	Activity
1	Carrying out Closing and opening operation of VCB manually

Half Yearly Activity	
Sr. No.	Activity
1	Cleaning of Panels
2	Checking for Tightness of power contacts

Yearly Activity	
Sr. No.	Activity
1	Spray De-oxidizing chemical on all power contacts
2	Painting of Panel if required
3	Checking of NGR Resistance
4	IR Test of VCB
5	Checking of interlocks while operation

11. Level Sensor and Physical Scale

Daily Activity	
Sr. No.	Activity
1	Visual inspection of Levels in SCADA

Quarterly Activity	
Sr. No.	Activity
1	Cleaning of Physical Scale on Nalla side and Sea side
2	Comparison of readings of Sensor and Scale

Half Yearly Activity	
Sr. No.	Activity
1	Repainting of Physical Scale

Yearly Activity	
Sr. No.	Activity
1	Calibration of Sensor from authorized agency

12. EOT Cranes

Weekly Activity	
Sr. No.	Activity
1	Functioning of crane operation of hoisting, lowering, Cross travel and Long travel
	a) DG House EOT crane
	b) Pump House EOT crane
	c) Sluice Gate EOT crane
	d) Mitre Gate EOT Crane
e) Workshop EOT Crane	

Monthly Activity	
Sr. No.	Activity
1	Visual inspection of Wire rope for damage
2	Inspection of nut and bolts for tightness
3	Check free rotation of hook and sheaves and lubricate if necessary
4	Check all cups
5	visual inspection of brake magnet for being clean and dry
6	Check brake liner for wear and tear
7	check DSL leads for loose connection and clean carbonized contacts
8	check gantry and rail for foreign materials lying on rail
9	check panel for loose connection of control wiring
10	Check that the weight of push button station is on the supporting chain or rope and not on the cable
11	Check operation and setting of limit switches

Half Yearly Activity	
Sr. No.	Activity
1	Check contactor contacts for pitting and wearing and clean
2	Check C.T and L.T wheels, pins, nuts and bearings.
3	Check oil level in gear box, top up if necessary
4	Check DSL conductors and trailing cable for loose connections and breakage

Yearly Activity	
Sr. No.	Activity
1	Check rope drum and bottom block sheaves for wear
2	Check gear for damage
3	Drain and refill new lubricating oil in gear box
4	Wash off greese, smear fresh greese on LT and CT runner wheel bearing, rope pullley, gear coupling, plumber and pedastal block
5	Visual inspection of girder welded joints and on crab frames
6	Check down shop lead for toughness and contact with current collectors
7	Annual Health check up from OEM or authorised vendor appointed by OEM only.
8	Paint entire crane.
9	Conduct load test as per government norms

Three Yearly Activity	
Sr. No.	Activity
1	Overhaul crane

13. Earthing System

Monthly Activity	
Sr. No.	Activity
1	Wet the earth pit by pouring water through the pit funnel and around the earth pit

Half Yearly Activity	
Sr. No.	Activity
1	Cleaning of Earth pit, copper wire and surrounding
2	Tightening of nuts and bolts

Yearly Activity	
Sr. No.	Activity
1	Checking for damage of earth strips
2	Checking of Earth resistance with earth tester (Maximum 1 Ohms)

14. HT and LT cables

Monthly Activity	
Sr. No.	Activity
1	Cleaning of cables and cable tray
2	Visual inspection of cables for cracks and damages

Half Yearly Activity	
Sr. No.	Activity
1	Visual inspection of cable termination checking
2	Tightening of nuts and bolts
3	Cable crimping checking
4	Cable gland checking
5	Cable tie checking and fitting if necessary
6	Checking of cable ferruling and tagging

15. Lighting System

Monthly Activity	
Sr. No.	Activity
1	Checking of tube lights and street lights and repairs if necessary

Half Yearly Activity	
Sr. No.	Activity
1	Checking of light wiring
2	Cleaning of light fittings

Yearly Activity	
Sr. No.	Activity
1	Painting of street light poles

16. Fire fighting System

Monthly Activity	
Sr. No.	Activity
1	Operation of Fire Hydrant

Half Yearly Activity	
Sr. No.	Activity
1	Operation of Jockey and Main Pump
2	Megger of Motors
3	Conducting a fire drill and training
4	Checking of fire exits
5	Painting of Assembly points
6	Submission of B Form regarding fire fighting system

17. Sluice Gates

Monthly Activity

Sr. No.	Activity
1	Greasing of gear mechanism and bearing
2	Checking of oil level in Actuator

Quarterly Activity

Sr. No.	Activity
1	Perform closing and opening of all gates in manual and auto mode
2	Check proper indication of ON and OFF position indication in SCADA

Half Yearly Activity

Sr. No.	Activity
1	Cleaning and greasing of non-rising spindle threads and nut
2	Thorough check of spindle nut for excessive wear and tear
3	Greasing of thrust bearings and gears of manual operation

Yearly Activity

Sr. No.	Activity
1	Change grease in Actuator
2	Checking of tightness of all bolts and nuts
3	Touch up painting of Actuator and Panels

18. Lightning Arrestor

Monthly Activity

Sr. No.	Activity
1	Checking of earthing connection
2	Cleaning of Arrestor
3	Tightening of nuts and bolts

Quarterly Activity

Sr. No.	Activity
1	Earth resistance measurement

19. Submersible Drainage Pumpset

Monthly Activity

Sr. No.	Activity
1	Cleaning of pump
2	Checking cable entry seal for leakage

Quarterly Activity	
Sr. No.	Activity
1	Operation of pump for proper performance

Yearly Activity	
Sr. No.	Activity
1	Megger testing of motor
2	Checking of O-ring and shaft for damage
3	Check impeller, pump housing for wear and tear

20. LT Panels

Monthly Activity	
Sr. No.	Activity
1	Cleaning all the panels
2	Checking ON and OFF operation of all MCBs

Quarterly Activity	
Sr. No.	Activity
1	Checking of all Cable terminations and tightening if required
2	Tightening all control cable connections

Yearly Activity	
Sr. No.	Activity
1	Calibration of all analog and digital measuring instruments
2	Primary injection test for operation of relays and breakers
3	Touch up painting of panels
4	Checking of all earthing connections

21. Pressure Jetting System

Weekly Activity	
Sr. No.	Activity
1	Checking of manual operation of MCB
2	Checking of connection terminal for over heating
3	Checking megger of motor
4	Tightening of screws, nuts and bolts and loose contacts

Yearly Activity	
Sr. No.	Activity
1	Repaint if required and overhauling of motor.

22. PLC and SCADA system

Daily Activity

Sr. No.	Activity
1	Checking for error messages in SCADA

Weekly Activity

Sr. No.	Activity
1	Checking of indication lamps
2	Checking of wires and connectors for check
3	Checking if all analog and digital inputs are proper
4	Checking indication of mire gate & sluice gate status, operation of pump. DG screen, level sensors of days tank and underground tank

Monthly Activity

Sr. No.	Activity
1	Cleaning of PLC panel
2	Tightening of screws, nuts and bolts and loose contacts
3	Cleaning of exhaust fan

Yearly Activity

Sr. No.	Activity
1	Making a Backup of all SCADA logs in a CD and submitting one copy Soft
2	Renewing Anti-virus software in SCADA computer
3	Checking operation on UPS
4	Annual Health check up from OEM or authorised vendor appointed by OEM only.

23. Transformer

Monthly Activity

Sr. No.	Activity
1	Cleaning of transformer
2	Checking of HT/ LT cables and connections.
3	Transfer of LT load to transformer for proper functioning

Yearly Activity

Sr. No.	Activity
1	Megger testing of HT (5 kV) and LT (500 V)
2	Repaint if required.

24. Air Conditioning and Ventilation

Monthly Activity

Sr. No.	Activity
1	Cleaning of Blower and PVC duct
2	Operation of Ventilation system for proper functioning
3	Cleaning of Fans

Yearly Activity

Sr. No.	Activity
1	Megger of Motor
2	Cleaning of AC and checking/refilling of AC gas

ANNEXURE I

Safety material to be provided by successful contractor for staff

- 1 Safety Shoes- 47 Nos.
- 2 Helmets- 47Nos.
- 3 Goggles- 10 Nos.
- 4 Ear Plug - 80 Nos.
- 5 Gumboots - 47 Nos.
- 6 Harness Belt- 10 Nos.
- 7 Shock Proof Gloves - 5 Pairs
- 8 Disposable Rubber Gloves - 100 Pairs
- 9 DisposableAprons - 100 Nos.
- 10 Face Mask- 100 Nos.
- 11 Rain Coat - 47 Nos.

Note: This list is indicative successful contractor shall provide extra safety items as &when needed as per the requirement & instructions at no extra cost. Successful contractor shall arranger some extra safety equipments for visitor also.

Following equipments shall maintain by successful contractor at site during contract period:

- 1. 5 kV calibrated Insulation tester
- 2. Earth resistance tester (calibrated)
- 3. clamp-on meter& IR thermometer
- 4. 05 nos of umbrellas & 02 nos of Torch
- 5. Earth resistance tester
- 6. Multifunction meter &continuity tester
- 7. First Aid kit as per factory act 1963
- 8. Vibration measurement instrument
- 9. 02 nos of Earthing rod

Name and Address of the tenderer

.....
.....

Signature & seal of the Tenderer

SECTION -14
PROFORMAS &
SCHEDULES

PROFORMAS:

PROFORMA- I

The list of similar works as stated in Eligibility Criteria, Section 2, during last seven years.

Sr.No	Name of Project	Name of 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.
- ii) Works shall be grouped financial year-wise.

PROFORMA- II

Yearly turnover of the firm during the last three years.

Sr. No.	Financial year	Annual Turnover (Rs.)	Updated value to current year (Rs.)	Average of last 3 years	Page No.
1					
2					
3					
Total					

Note: the above figures shall tally with the audited balance sheets uploaded by the tenderers duly certified by chartered Accountant

PROFORMA- III to VI: Deleted

PROFORMA- VII

Bidder shall submit details of litigation history (Proforma VII) in Packet B as per circular no. MGC/F/6565 dtd. 25.09.2018. Proforma VII is as below:

Other party/ parties	Employer	Cause of Dispute	Amount involved	Remarks showing present status
1	2	3	4	5

2. SCHEDULE OF LIST OF SAFETY GADGETS TO BE USED AT SITE

Sr. No.	Name of the Gadget	Quantity

The contractor shall make necessary arrangement for carrying out the above-mentioned items along with the Machines to the sites within 10 days from start of O&M period. The staff appointed for the work of Operation & Maintenance shall wear the uniform while on duty.
