# BRIHANMUMBAI MUNICIPAL CORPORATION

## BID DOCUMENT

**Bid No.: 2026_MCGM_1343159**

**Name of Work: Construction of Aspirational Toilet Block at Haji Ali, Lala Lajapat rai Marg, in G/South Ward in City Division in Mumbai City.**

Website: https://mahatenders.gov.in

Office of: **Dy. Chief Engr. (SSP) SWM,**

BMC Municipal Bldg., Ground Floor, Nehru Road,

Vile Parle (East), Mumbai- 400057,

| | | |
|---|---|---|
| P.M.C. | S.E (SSP) | A.E (SSP) |
| E.E (SSP) | Dy.Ch. Eng. (SSP) | Ch. Eng. (SWM) |

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# INDEX


| SECTION | DESCRIPTION | PAGE NO. |
|---|---|---|
| 1. | E- TENDER NOTICE | 07-10 |
| 2. | ELIGIBILITY CRITERIA | 11-17 |
| 3. | DISCLAIMER | 20-25 |
| 4. | INTRODUCTION | 26-30 |
| 5. | PRESENT SITE CONDITIONS | 31-34 |
| 6. | E-TENDER ONLINE SUBMISSION PROCESS | 35-38 |
| 7. | INSTRUCTIONS TO APPLICANTS | 39-63 |
| 8. | SCOPE OF WORK | 64-67 |
| 9. | BILL OF QUANTITIES & DRAWING | 68-112 |
| 10. | GENERAL CONDITIONS OF CONTRACT | 113-116 |
| 11. | SPECIAL CONDITIONS OF CONTRACT | 117-122 |
| 12. | SPECIAL DIRECTION TO THE TENDERER | 123-140 |
| 13. | SPECIFICATIONS AND SELECTION OF MATERIALS | 141-146 |
| 14. | FRAUD AND CORRUPT PRACTICES | 147-152 |
| 15. | LIST OF APPROVED BANKS | 153-158 |
| 16. | APPENDIX | 159-181 |
| 17. | CIRCULARS | 182-238 |

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# SECTION 1

# E-TENDER NOTICE

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# BRIHANMUMBAI MUNICIPAL CORPORATION

**Chief Engineer (Solid Waste Management)**

No. Dy.Ch.Eng/SSP/1201/SWM dated 8.10.2026

**E-TENDER NOTICE**

**Subject: Construction of Aspirational Toilet Block at Haji Ali, Lala Lajapat rai Marg, in G/South Ward in City Division in Mumbai City.**

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) in **Class II above' & above for Civil as per 'Rules Governing Registration of Contractors/s for Civil and Mechanical & Electrical Engineering Works-2016" (came in force from date 01.12.2016) as per Hon'ble MC's sanction u/no. MGC/F/1614 dtd. 25.10.2016** 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 is more will be recovered/deducted from contractor's payment/bill by existing department in BMC. Also, amount equal to Registration Fee of respective class will be recovered as penalty.

Bidding Process will comprise of THREE stages.

The tender is available on **eProcurement System Government of Maharashtra**https://mahatenders.gov.in and scrutiny fee of the tender is Rs. 19965/- & 18% GST. The scrutiny fees of the tender shall be paid by the bidder as per circular no.CA/FRG/15 dt. 20.03.2026.

Also, the tender document can be viewed from BMC's portal (http://portal.mcgm.gov.in). The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process also with Maha tenders & obtain login credentials to participate in the online bidding process. To download the Tender document, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer (FAR), 3rd floor, Municipal Headquarter.

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

ii) Followed by Maha tender's login ID and password to be obtained from Mahatenderpotal http://mahatenders.gov.in

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

| **Name and location of work** | **ontract period** | **imated Cost** |
|---|---|---|
| **Construction of Aspirational Toilet Block at Haji Ali, Lala Lajapat rai Marg, in G/South Ward in City Division in Mumbai City.** | 18 Months (Including monsoon) | **Rs.4,19,89,611/-** |

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- 4,19,900.00/- (Four Lakhs Nineteen Thousand Nine Hundred Only) (the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. A tenderer shall pay entire amount of EMD through payment gateways of GoM on URL https://mahatenders.gov.in.at the time of submission of bid. The bidder shall upload scan copy of online paid EMD along with the bid submission in packet 'A'. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive. The e-tender is available on BMC portal (https://portal.mcgm.gov.in) and on e-Procurement System Government of Maharashtra https://mahatenders.gov.in as mentioned in the Header Data of the tender.

As per THREE Packet systems, the document for Packet A& B is to be uploaded by the bidder in vendors' document online in Packet A, B. Packet A, B & C shall be

opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Dy. Chief Engineer SSP (Solid Waste Management). The Packet C shall be opened if bids submission in Packet A& B satisfies/includes all the requirements and are found acceptable to the Authority.

The Municipal Commissioner reserves the right to reject all or any of the e-tender(s) without assigning any reasons at any stage. The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the e-Procurement System Government of Maharashtra (https://mahatenders.gov.in). The Applicants interested in the above referred works may contact Dy. Chief Engineer SSP (SWM) at the following address on any working day during office hours.

Office of: Dy. Chief Eng. (SSP), BMC Municipal Bldg.,
Gr, Floor, Nehru Road,
Vile Parle (East), Mumbai- 400057,
E-Mail - ee01.ssp@mcgm.gov.in

The applicants may wish to visit the site and can collect the information of the present status from the department who has invited the bids.

The BMC reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of Maha tender. http://mahatenders.gov.in/

-Sd-
**Dy.Ch. Eng SSP**
**(SWM)**

# HEADER DATA

| | |
|---|---|
| Tender Document No | 2026_MCGM_1343159 |
| Name of Organization | Brihanmumbai Municipal Corporation |
| Subject | **Construction of Aspirational Toilet Block at Haji Ali, Lala Lajapat rai Marg, in G/South Ward in City Division in Mumbai City.** |
| Tender Scrutiny fee | Rs. 19,965/- + 18% |
| Cost of E-Tender (Estimated Cost) | Rs. 4,19,89,611/- |
| Bid Security Deposit/ EMD | Rs. 4,19,900/- |
| Date of issue and sale of tender | 12.10.2026 From 11:00 Hrs |
| Last date &time for sale of tender | 02.11.2026 Up to 16:00 Hrs |
| Submission of Packet A, B &Packet C (Online) & receipt of Bid Security Deposit | 02.11.2026 Up to 16:00 Hrs |
| Pre-Bid Meeting date, time & location | 21.10.2026 From 11.00 Hrs. |
| Opening of Packet A | 5.11.2026 After 15:00 Hrs |
| Opening of Packet B | 5.11.2026 After 15:10 Hrs |
| Opening of Packet C (tentative) | 17.11.2026 After 15:00 Hrs |
| Address for communication & Contact Details | Office of: Dy. Chief Eng. (SSP), BMC Municipal Bldg., Gr, Floor, Nehru Road Vile Parle (East), Mumbai- 400057,<br>Email - ee01.ssp@mcgm.gov.in<br>Contact Person - Ex. Eng / Asst. Eng. SSP |
| Venue for opening of bid | **Dy.Ch.E.(SSP) office.** |

**This tender document is not transferable.**

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

-Sd-

**Dy.Ch. Eng SSP (SWM)**

# SECTION 2

# ELIGIBILITY CRITERIA

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**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.

**a)** **Three** similar **completed** works or currently executing **three** works of similar nature **each** costing 30**%** of estimated cost* (i.e. 3 works of Rs. 1,25,96,884/-). Work order of each work is required to be submitted along with work completion certificate.

**Or**

**b)** **Two** similar **completed** works or currently executing **two** works of similar nature **each** costing 40**%** of estimated cost*. (i.e. 2 works of Rs. 1,67,95,845/-). Work order of each work is required to be submitted along with work completion certificate.

**Or**

**c)** **One** similar **completed** work or currently executing **One** work of similar nature **each** costing **60%** of estimated cost*. (i.e. 1 work of Rs. 2,51,93,767/-). Work order of each work is required to be submitted along with work completion certificate.

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

| Financial Year | Factor to brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum |
|---|---|
| 2026-27 | 1.00 |
| 2025-26 | 1.10 |
| 2024-25 | 1.21 |
| 2023-24 | 1.33 |
| 2022-23 | 1.46 |
| 2021-22 | 1.61 |
| 2020-21 | 1.77 |

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

**Joint Venture: (Joint Venture is not allowed for this project).**

**1.2 Financial Capacity**

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

The value of 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.

| Financial Year | Factor to brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum |
|---|---|
| 2026-27 | 1.00 |
| 2025-26 | 1.1 |
| 2024-25 | 1.21 |

**1.3 Bid Capacity: The bid capacity of the prospective bidders will be calculated as under:**

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

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

| Financial Year | Factor to brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum |
|---|---|
| 2026-27 | 1.00 |
| 2025-26 | 1.10 |
| 2024-25 | 1.21 |
| 2023-24 | 1.33 |
| 2022-23 | 1.46 |

**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.

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

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

**1.4 Similar Experience:**

**For assessing the technical capacity of Regular, Routine and Maintenance;**

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

Work experience of desilting, desludging, electrical and mechanical works will not be considered.

**1.5 Criteria for Electrical and Mechanical Works**

In the said work there is a mechanical & Electrical works which shall be carried out by civil contractor through electrical contractors registered with the Bri-hanmumbai Municipal Corporation, (BMC) in class A as per new registrations rules 2016 (as applicable) and from the contractors/Firms equivalent and superior classes registered in central or state government/firms equivalent and superior classes reg-istered in state government/ semi Government/ Organizations/ Central or State Public Sector Undertakings, will be allowed subject to condition that ,the contractors who are not registered with BMC will have to apply for registering their firms with-in three months' time period from the award of contract , otherwise their Bid Securi-ty i.e. E.M.D.(Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

**1.6 Criteria for Water and Sewerage Works.**

In the said work there is a water (plumbing) & Sewerage ( sewer connection) works which shall be carried out by civil contractor through licensed plumbers / contractors registered with the Brihanmumbai Municipal Corporation, (BMC) in class A as per new registrations rules 2016 (as applicable) and from the contrac-tors/Firms equivalent and superior classes registered in central or state govern-ment/firms equivalent and superior classes registered in state government/ semi Government/ Organizations/ Central or State Public Sector Undertakings, will be allowed subject to condition that ,the contractors who are not registered with BMC will have to apply for registering their firms within three months' time period from the award of contract , otherwise their Bid Security i.e. E.M.D.(Earnest Mon-ey Deposit)

will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

**1.7. Equipment Capabilities as required for this work**

**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 pa-per 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) Pilling work.**

**1) General-**

Providing RCC bored cast in citu piles and R.C.C. pile cap as per approved de-sign carried out by PMC, duly approved by MCGM and submitting to MCGM for review before commencement of pilling work. The testing of pile also carried out by the contractor in line with IS 2911 – (part-IV) and relevant specifications of this tender documents.

**2) Minimum requirement of piling Equipment**

The successful bidder will make the arrangements of sufficient number of self-propelled rotary piling rings with sufficient torque capacity complete with Casing Adopter and Casing Oscillator to complete the entire job as per the time schedule shall be provided. The contractor shall mobilized sufficient spares : cutting tools (e.g. flat teeth blade, round shanks nits, holders etc) to avoid any stoppage of work.

**3) Surveying and staking –**

It is the express responsibility of the contractor to bring to site all surveying in-struments necessary for making out , fixation of levels, etc. And conduct these survey operations himself with utmost accuracy. The contractor shall put up stable benchmarks etc. as necessary for the work. The contractor shall be entire-

ly responsible for accurate setting out of the work and he shall at his own expense make good any defects arising from errors in line and levels.

**4) Termination of piles -**

Piles shall be terminated with a minimum embedment in compatible strata as specified in investigation report and approved by consultants/ Engineers as per design requirements. The level of encountering the particular strata and termi-nation depth in all cases shall be certified by Engineer in charge and shall be binding on the contractor.

**C) Concrete Capabilities –**

The successful bidder will be capable of handling specialized infrastructure or rigid pavements. Bidders must have a strict Memorandum of Understanding (MOU) with approved RMC (Ready Mixed Concrete).

***Note:***

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

**1.7. Technical Personnel**

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

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

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

| Cost of work (Rs in Crore) | Requirement of Technical Staff | | Minimum Experience(years) | Designation |
|---|---|---|---|---|
| | Qualification | Number | | |
| 1.5 to 5 Cr | i) Graduate Engineer | 1 | 5 | Principal Tech. Engineer |
| | ii)Graduate Engineer Or Diploma Engineer | 1+2 | 1 or 5 | Project / Site / Billing Engineer. |

**Notes:**

**1.** "Cost of work", in table above, shall mean the agreement amount of the work.

**2.** Rate of recovery in case of non-compliance of the clause be stipulated at following rates:

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

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

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

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# SECTION 3
# DISCLAIMER

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# DISCLAIMER

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

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

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

The BRIHANMUMBAI MUNICIPAL CORPORATION(BMC), its employees

and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with per-qualification of Applicants for participation in the Bidding Process. The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any

Applicant upon the statements contained in this e tender.

The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.

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

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

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

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

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

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

Neither B.M.C. nor its employees or its Architect / PMC Consultants will have any liability to any prospective tenderer or any other person under law, equity

or contract or otherwise to make any payment towards removal/transportation/disposal of surplus excavated earth including de-silted material from construction site to Contractors own dumping facility. The contractor shall take into the account the fact while quoting. The NOC from SWM dept. is mandatory for disposal of surplus excavated earth including de-silted material from construction site.

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

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# SECTION 4
# INTRODUCTION

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# INTRODUCTION

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

**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 Slaughterhouses.

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.

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# SECTION 5

# PRESENT SITE CONDITIONS

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# PRESENT SITE CONDITIONS

1. **SITE LOCATION:**

**A) Haji Ali, Lala Lajpatrai Marg, in G/South ward. (Near Haji Ali Juice Centre)**

**NOTE - Executive Engineer may change above site locations with the prior approval of DMC (SWM) without assigning any reason thereof.**

2. **SITE FACILITIES:**

**2.1. Water Supply:**

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

**2.2. Electric Supply:**

The Contractor shall take separate temporary electric meter supply, tapping and distribution of the same as per the works requirement.

3. **SITE CONSTRAINTS:**

3.1 Since all above sites are in public places special precaution is to be taken for execution of work. Proper barricading, material storage are the major constrain.

3.2 Above site near to coastal road and hence traffic restrictions, police restriction are the major constrain.

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

3.4 The Contractor shall take all necessary precautions as per circular no.MGC/F/1102 dt. 25.10.2023

**4.0 DIFFICULTIES IN EXECUTION OF CONSTRUCTION WORKS:**

Difficulties will be present during Construction work. Some very important points have to be mentioned regarding the construction, civil and allied works of the building complex.

**a.** While construction activity in progress, the scaffold design should be such as to cause minimum inconvenience to movement especially at en-try/exit points. Necessary safety features must be in place.

**b.** construction work will involve shifting of men and materials; tempo-rary shut downs of units, noise and dust during Civil and Electrical Works.

**c.** All electrical fixtures & wiring will have to be removed / re-routed and necessary temporary supply will have to be provided.

**d.** The contractor shall take the responsibility of the workers / laborers by providing life insurance to the workers / laborers or any persons dur-ing the accident as per procedure of the B.M.C.

**e.** The construction work shall be completed within specified time period, for which the contractor shall observe the bar chart in consultation of PMC & B.M.C. staff.

**f.** The proposed work shall be completed within specified time period, for which the contractor has to submit the bar chart which shall be got ap-proved from B.M.C.

# SECTION 6

# E-TENDERING ONLINE SUBMISSION PROCESS

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# E-TENDERING ONLINE SUBMISSION PROCESS

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

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# SECTION 7
# INSTRUCTIONS TO APPLICANTS

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# INSTRUCTIONS TO APPLICANTS

- **Scope of Application**

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

- **Eligibility of Applicants**

  The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites e-tender to appoint Contractor for the aforementioned work from contractors of repute, mul-tidisciplinary engineering organizations i.e. eminent firm, Proprie-tary/Partnership Firms/Private Limited Companies/ Public Limited Compa-nies/Companies registered under the Indian

  Companies' Act 2013, the contractors registered with the BRIHANMUMBAI MUNICIPAL CORPORATION, (BMC) in **Class II and above as per new registration 2015 & 2016** and those having equivalent or more work experience from 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 from date of issue of work order failing which their Bid security i.e. EMD (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 Contractors payment/bill by the executing department. The contractor, who fails to get registered with BMC in Civil / Mechanical & Electrical discipline, shall not be considered for BMC work in future in that discipline.

  A registered NGO having minimum 2 years of valid registration on the date of publication of tender notice shall be co applicant for this tender.

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

  1. **For regular, Routine and Maintenance works:**

  **1.1 <u>Technical Capacity</u>**

  The tenderer(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations during **last seven (7) years** ending last day of month previous to the one in which bids are invited as a prime Contractor.

  **a)** **Three** similar **completed** works or currently executing **three** works of similar nature **each** costing 30**%** of estimated cost* (i.e. 3 works of Rs. 1,25,96,884/-). Work order of each work is required to be submitted along with work completion certificate.

**Or**

**b)** **Two** similar **completed** works or currently executing **two** works of similar nature **each** costing 40**%** of estimated cost*. (i.e. 2 works of Rs. 1,67,95,845/-). Work order of each work is required to be submitted along with work completion certificate.

**Or**

**c)** **One** similar **completed** work or currently executing **One** work of similar nature **each** costing **60%** of estimated cost*. (i.e. 1 work of Rs. 2,51.93.767/-). Work order of each work is required to be submitted along with work completion certificate.

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.

## Joint Venture: Joint venture is not allowed for this project.

### 1.2 Financial Capacity

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

The value of 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.

For the purpose of working out current level of values for work executed, following multiplying factor shall be used: -

| Sr. | Financial Year | Multiplying factor |
|---|---|---|
| 1 | 2026-27 | 1.0 |
| 2 | 2025-26 | 1.1 |
| 3 | 2024-25 | 1.21 |

### 1.3 Similar Experience:

For assessing the technical capacity of Regular, Routine and Maintenance works; Similar work shall mean, **"any work in any department**" the completed or ongo-ing works in Building Construction OR Building Maintenance such as repairs / retrofitting / structural repairs OR construction / repairs of Asphalt / Concrete roads OR laying / rehabilitation of sewer lines along with allied components OR

laying/rehabilitation of water pipe lines in Cast Iron / M.S. pipes / HDPE / MDPE pipes OR repairs / maintenance / construction of culverts over nallah.
Work Experience od Desilting, Desludging, electrical and mechanical works will not be considered.

**C. Bid Capacity:**

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

Where,

A =Maximum value of Civil Engineering works executed in any one year (year means financial year) during the **last five years** (updated to the price level of the financial year in which bid sare 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, **ex-cluding monsoon** period, for which these bids are being invited. (Ex.7 months = 7/12 year) For every intervening monsoon 0.33 shall be add-ed to N.

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

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

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

- made misleading or false representation in the forms, statements and attach-ments submitted in proof of the qualification requirements; and / or
- Record for poor performance such as abandoning the works, not properly com-pleting the contract, inordinate delays in 3completion, litigation history, or finan-cial failures etc.

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

**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 suc-cessful 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. Howev-er, this condition in no way shall dilute the respective condition in Registration Rules of BMC.

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

**E. <u>Technical Personnel</u>**

The contractor and/or its managerial staff should have qualification / expe-rience appropriate to the function they fulfill. The minimum standard shall be in-creased by asking that at least one number or more of the contractor or its manage-rial staff have acquired qualifications or work experience to the needs of the con-tract. The minimum standard may also state that the person or persons responsible for managing the works must have a minimum of nos of years' experience working on similar nature of projects.

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

**(A) General Guidelines for Fixing Requirement of Technical Staff**

| **Cost of Work (Rs. in Crore)** | **Requirement of Technical Staff (Major + Minor Component)** | | **Minimum Experi-ence (years)** | **Designation** |
|---|---|---|---|---|
| | Qualification | Num-ber | | |
| 1.5 to 5 | i)Graduate Engineer | 1 | 5 | Project Manager |
| | ii)Graduate Engineer | 1+2 | 1 or 5 | Project/Site / |
| | Or Diploma Engineer | | or | Billing Engineer |

**Notes-**

1) "Cost of work", in table above, shall mean the agreement amount of the work.

2) Rateofrecoveryincaseofnon-complianceoftheclausebestipulatedatfollowing rates:

| **Sr. No.** | **Qualification** | **Experience (Years)** | **Rate of Recovery** |
|---|---|---|---|
| 1 | Graduate Engineer | 5 | Rs.25000/-p.m. |
| 2 | Graduate Engineer | 2 | Rs.15000/-p.m. |
| 3 | Diploma Engineer | 5 | Rs.15000/-p.m. |

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

staff.

4) Requirement of technical staff and their experience can be varied depending upon cost and complexity of the work by competent authority i.e. Chief Engi-neer with recorded reasons.
5) The failure in providing experienced technical and / professional ability per-sonnel and even ignoring the instruction of the Engineer-in-charge shall be linked to penalization. Such disobeying attitude of the contractor shall also be reported to Vigilance / Registration & Monitoring department.

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

Entire project should be completed and delivered within **18 months** of time from the date of award of contract including Monsoon.

The time period will start at the day of issuing of work order. (P O).

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

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

¼ of the work in .. ¼ of the time

½ of the work in .. ½ of the time

¾ of the work in .. ¾ of the time Full of the work in .. Full of the time

Full work will be completed in **18 months (including monsoon)**

The programme for completion of work shall be a part of the Contract Document in the form of Bar Chart / Gantt chart. The Contractor should submit the bar chart within 3 days of receipt of work order for approval of Engineer-in-charge. If no communication is received from Engineer in Charge within seven days the same is to be considered as deem approved. The work should be completed as per approved bar chart.

The Contractor is supposed to carry out the work and keep the progress as per approved Bar Chart / Gantt chart. The Contractor shall complete the work as per the Schedule given in the Contract and the programme submitted by the Contractor.

**G. CONTRACT EXECUTION**

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

with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him

**H.** If the amount of 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 taken against the contractor for recovery of the amount.

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

**J. <u>Action when whole of security deposit is forfeited:</u>**

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 owning to serious illness or death of the contractor or any other cause, the Engineer on behalf of the Municipal Commissioner shall have power to adopt any of the following process, as he may deem best suited to the interest of BMC -

(a) To rescind the contract (for which recession notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of BMC.

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

(c) To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same

manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

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

**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.

**b)** Valid Bank Solvency Certificate of Minimum Solvency amount as governed by Registration Rules in force for respective Class of Contractor for Civil and M&E works. (Issued not more than one year prior to the date of submission of tender.)

**c)** A document in support of Registration under Maharashtra 'GST' 2017. Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST 2017Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.

**d)** Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.

**e)** Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.

**f)** The screen shot of receipt of payment of EMD.

**g)** Duly signed tender form.

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

**NOTE:**

- If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- Only original document scans shall be uploaded, and they may be cross-checked against original during scrutiny. Bidder shall present his original documents for checking to the Engineer-in-charge of tender scrutiny as and when directed.
- Bidders shall cross-check the uploaded documents by downloading the same at their end prior to submission of bid. No representation / complaint shall be entertained in this regard under any circumstances.

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

## PACKET – B

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

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

b) Annual financial turnover for **preceding three financial years as certified by Chartered Accountant** preceding the Financial Year in which bids are invited (Proforma-II). **Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited.**

c) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment ,of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as a evidence).

d) The bidder shall give undertaking on Rs 500/-stamp paper that it is his/their sole responsibility to arrange the required machineries either owned/on lease or hire basis, at site before start of the work.

   i) **Regular and Routine works**: The successful bidder shall make the arrange-ments of the required equipment on the day of commencement or with re-spect 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.

e) The Proforma-III shall be uploaded in Packet 'B'.

f) The Proforma-IV shall be uploaded in Packet 'B'.

g) Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders& attested copies of percentage of works completed or part thereof.

h) Statement showing assessed available Bid Capacity

i) Pre-contract integrity pact (Annexure-B).

j) The undertaking of Rs.500/- stamp paper as per the proforma annexed in 'Annexure- B &C' i.e. declaration cum indemnity bond.

k) The Annexure E & Annexure F needs to be submitted on Rs.500 stamp paper

l) The tenderers shall upload work plan as per the following outline:

1. BAR chart/ PERT/ CPM chart showing the completion of work within prescribed time period, considering major activities.

2. Organizational set up envisaged by the contractors.

3. Plant & equipment proposed to be deployed for this work.

4. Site Offices and Laboratories proposed to be set up.

5. A note on how the whole work will be carried out (work plan including methodology).

6. Quality management plan.

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

m) The tenderer shall submit the signed copies of all addendum & corrigendum.

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

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

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

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

o) The tenderers shall submit the signed copies of all addendum &corrigendum, if any.

**Note:**

**i.** The Electrical / Mechanical work shall be got carried out by the civil contractors through the contractors registered with BMC. In Electrical Category, information about the registered contractors shall be obtained from the office of the Ch.E. (M&E)/ E.E. (Monitoring & Registration Cell). Attested scanned copy of the valid registration certificate in Electrical Category shall be uploaded with the tender along with the undertaking from the registered Electrical Contractor stating his willingness to carry out the tender work.

**ii.** The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to 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. 200 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.

**iii.** The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to MCGM as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

**Note:**

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

**PACKET – C**

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

**b.** Special Annexure- I is now not required to be uploaded as per GST circular u/no. CA/F/P/City/28 dated 10.11.2017.

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

**BID SECURITY OR EMD**

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet.
- The tenderers shall pay the EMD online.
- Any bid not accompanied by an acceptable Bid Security and not secured as indi-cated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
- **Refund of EMD**

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

  b) The bid security of successful bidder will be discharged when the bidder has signed the agreement and /or furnished the required security deposits as elabo-rated in slandered bid document.
- The refund of Bid Security will be as per circular no.MDD/7878 of 27.09.2016 &CA/Finance/Project/19 dated 04.03.2024.
-
- The Bid Security may be forfeited:

  a) if the Bidder withdraws the Bid after bid opening (opening of technical quali-fication

  part of the bid during the period of Bid validity;

b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

i. sign the Agreement; and/or

ii. Furnish the required Security Deposits.

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

- If the bidder is found non-responsive after scrutiny of packet 'A'/'B', in such cir-cumstances, **the bidder will be made non-responsive and financial packet 'C' of**

**non-responsive bidder will not be opened. However, there will not be any for-feiture of EMD.**

- Maximum 5 shortfalls of curable defects shall be allowed and in case, curable de-fects are not compiled by the bidder within given time period, the bidder shall be treated as 'Non-Responsive' & such cases will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as inter-national avoidance and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as ban-ning/de-registration, etc. shall be taken by registration cell with the due approval of the concerned AMC.As per circular CA/Finance/Project/19 dated 04.03.2024. **Note:**

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

**a. Non-submission of following documents,**

1. Valid Registration Certificate
2. Valid Bank Solvency
3. GST Registration certificate
4. Certified Copies of PAN documents and photographs of individuals, Owners, etc
5. Partnership Deed and any other documents
6. Undertakings as mentioned in the tender document.
7. Litigation History.

**ii) Non-curable Defect shall mean**

1. **In-adequate submission of EMD/ASD amount,**
2. **In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.**
3. **Wrong calculation of Bid Capacity,** (if bidder uploaded bid capacity calcula-tion which after scrutiny by department is found to be incorrect then in such case, if bid capacity calculated by department is equal or more than required bid capacity of the said bid then bidder will be treated as responsive.)
4. **No proper submission of experience certificate and other documents, etc. BID VALIDITY: Bids shall remain valid for a period of not less than one eighty (180) days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Em-ployer 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 addi-tional 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

- The Contractor is expected to carry out the construction work in Workmen like manner so as to meet the requirement and specification for the project. It is ex-pected that the Workmanship and materials will be reasonably fit for the purpose for which they are required.
- Defects or defective work is where standard and quality of workmanship and ma-terials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which fail short of complying with the express descriptions or requirements of the con-tract, especially any drawings or specifications with any implied terms and condi-tions as to its quality, workmanship, durability, aesthetic, performance or design. Defects in construction projects are attributable to various reasons.
- Some of the defects are structural defects results in cracks or collapse of faulty defective plumbing, inadequate or faulty drainage system, inadequate or faulty ventilation, cooling or heating systems, inadequate fire systems etc. The defects could be various on accounts of different reasons for variety of the projects.
- The Engineering In charge/Project Officer shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work, the Engineering In charge shall inform or the contrac-tor is expected to be informed of any defective works by the Employer's repre-sentative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the de-fects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect lia-bility certificate.

- If defective work or workmanship or designs have been knowingly covered-up or conceived so as to constitute fraud, commencement of the Defect Liability Pe-riod may be delayed. The decided period may be delayed until discover actually occurs on at least the defect could have been discovered with reasonable dili-gence, whichever is earlier.
- The DLP shall be as below:

| Dept | Type of works | DLP |
|---|---|---|
| Building works | Building works | 5 years |
| Waterproofing of terraces and WC | Waterproofing wor | 10 Years |

- Undertaking for the guarantee of waterproofing for period of 10Years. Will have to be submitted by contractor at the time of handing over of toilet block.
- Also, in case of defect, the Engineer shall give notice to the Contractor of any De-fects before the end of the Defects Liability Period, which begins at. The Defects Li-ability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect / Defects is given, the Contractor shall correct the notified De-fect/Defects within the duration of time specified by the Engineer's notice. The En-gineer may issue notice to the Contractor to carry out removal of defects or defi-ciencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.
- It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the is-sue of 'Certificate of Completion', the 'Defect Liability Period 'starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions from the engineer to carryout repairs and fix any defects which appearing the Permanent Works. If the contractor does not, due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by engineer is done.

## SECURITY DEPOSIT AND PERFOMANCE GUARANTEE

### A. Security Deposit

The security deposit shall mean and comprise of a.Contract Deposit and

b. Retention Money.

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

### B. Additional Security Deposit

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

| Sr. No. | Rebate quoted by bidder | ASD Applicable |
|---|---|---|
| 1 | Up to 12% rebate | No ASD |
| 2 | 12.01 % to 20% rebate | 1% of estimated cost for each percentage & part thereof above 12% rebate |
| 3 | 20.01% rebate and above | 8% + 2% extra for each percentage and part thereof and above 20% rebate |

**ASD -As per circular No- CA/ F/Project/ 04 dt- 8.07.2026** .

## C. Performance Guarantee

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

| Offer | PG applicable % |
|---|---|
| For premium, at par and rebate 0 to 12% | PG= 0.92 % x Contract sum<br>Applicable for rebate of 12% |
| For rebate of 12.01 % | PG= (0.92% x Contract Sum applicable for rebate of 12%) +(X) x Contract Sum<br>where<br>X= percentage rebate quoted more than 12%. |

**Note: Contract sum shall mean amount after application of rebate/premium as quoted by the contractor with contingencies only and excluding price variation.** The PG shall be paid in one the following forms.

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

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

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

**Note:** Following exceptions shall be adopted for 'Demolition Tenders':

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

## D. Refund of Security Deposit

I. **Refund of Contract Deposit**

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

II. **Refund of Retention Money**

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

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

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

III. **Refund of Additional Security Deposit**

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

IV. **Refund of Performance Guarantee**

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

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

**a) Time of Refund for works having 5 years DLP**

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

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

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

*Note:

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

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

**c)** Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai up to Virar&Kalyan. List of approved Banks is appended at the end of

Instructions to Bidders (ITB). The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virarcan 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. <u>Legal + Stationary Charges: (As per applicable circular).</u>**

As per circular No- Legal dept- 26206 dt- 31/08/2023.

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

| Sr.No. | Nature of Documents | Legal +Stationary charges in Rs. |
|---|---|---|
| | Legal Charges on Contract Agreement / Contract Value. | |
| 1 | 1,00,00,001 to 10,00,00,000/- (For this Contract) | **37700/- plus GST @ 18%** |

18% GST on above charges will be applicable. The tenderers are requested to note that stationary charges as given in the table above will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

**F. Stamp Duty: (As per applicable circular)**

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

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

i) As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under: ;(Latest Circular dtd 04.02.2026) **महाराष्ट्र शासन राजपत्र १४/१०/२०२४**

| | | |
|---|---|---|
| (a) | Where the amount or value set forth in such contract does not exceed rupees five lakh. | Five Hundred rupees stamp duty |
| (b) | Above Rs. 5 lakhs up to Rs. 10 lakhs | Rs. 500 + 0.3 % on the amount above Rs. 5 lakhs<br>Max Rs. 25 Lakhs |

| | | |
|---|---|---|
| (c) | Above Rs. 10 Lakhs | Rs. 500 + 0.3% on the amount above Rs. 5 Lakhs<br>Max Rs. 25 Lakhs |

For Article 54, the following Article shall be substituted,

| | |
|---|---|
| "54, SECURITY BOND OR MORTGAGE DEED, where such security bond or mortgage deed is executed by way of security for the due execution of an office, or to account for money or other property received by virtue thereof, or by a surety to secure the due performance of a contract, or in pursuance of an order of the court or a public officer, not being otherwise provided for by the Maharashtra Court-Fees act. | 0.5 percent for the amount secured by such deed subject to the maximum of ten lakh rupees: -<br>Provided that, where on an instrument executed by a person for whom a person stands surety and executes security bond or a mortgage deed, duty has been paid under article 40, then the duty payable shall be one hundred rupees" |

ii. The successful bidder shall enter into a contract agreement with B.M.C. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.

iii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.

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

## IMPORTANT DIRECTIONS

1. All the information uploaded shall be supported by the corroborative doc-uments 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 men-tioned in the relevant places.
   The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.
2. Applicants/Bidders shall refer https://mahatenders.gov.in for "The Manu-al of Bid-Submission for Percentage Rate/Item Rate Tender Document." The detail guidelines for creation and submission of bid are available in the re-

ferred document.

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to **ee01.ssp@mcgm.gov.in**. The subject shall clearly bear the following identification/ title: **"Queries/ Request for Addi-tional Information: TENDER for Construction of Aspirational toilet block at Coastal road, Lala Lajpat Rai marg in G/South ward in City Division in Mumbai City** Any changes in mail ID will be intimated on the portal.

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

   In case of equal percentage of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned Ch. Eng. The bidder shall need to submit the additional ASD if applicable within 7 days after receipt of notification issued by concerned Chief Engineer.

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

As per circular CA/F/Project/17 of 06.09.19

"Chapter XXI-Miscellaneous, Section 171(1) of GST Act, 2017 governs the Anti Profi-teering Measures" (AFM). As per the provision of this section, Any reduction in rate of tax on any supply of goods or services or the benefit o 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 provision of GST Act will be applicable to the tender."

- Tenderer shall obtain NOC from concerned authority for construction and demolition waste generated during the execution under circular no. Dy.Ch.Eng./SWM/3957/op dt.28.09.2018.
- As per circular U/No.MGC/F/6342 dated 5.5.2018

Barricading shall be provided free of cost as per Circular vide u/no.MGC/F/6342 dated 5.5.2018 and as per Annexure I, II and III of Standard drawings and specifications with slogans and department wise colour codes." The copy of circular is attached to this ten-der as a part of tender document.

- As per circular MGC/F/6565 dated 25.09.2018

The bidder shall disclose the Litigation History in Packet 'B' under the heads "Details of Litigation History". If there is no Litigation History, the bidder shall specifically men-

tion that there is no Litigation History against him as per the clause of Litigation History.

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

4. All excavated surplus material on site will be disposed of by a way of transportation as directed by Engineer in charge with cost of contractor. No additional payment will be done to contractor.

5. It will be entirely responsibility of the contractor to provide and install secure barricades on work site; wholly at his cost. The Barricading shall be provided as per specification and as per site requirements and the circular issued u/no AMC/ES/679/II dated 06.10.2015 shall be applicable. MCGM will not make any payment towards barricading, contractor shall quote accordingly.

6. In case of any surplus excavated material is required to be removed from the site, the cost shall be borne by contractor and is deemed to be included in the contractors offer. No payment on this account will be made separately.

## Categories and classes available for Civil Contractors

**New registration.**

**Minimum Financial requirements for Civil Engineering Discipline**

(Rs. In Lakh)

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

Or as per any latest circular.

**Rate Analysis:**

1) Rates shall be quoted in the prescribed format as directed by the engineer-in-charge only, without changing the quantity and units. Bidder shall fill the rates only, strictly no change in units, quantity or any other changes of the rate analysis allowed. Rate Analysis in prescribed format shall be submitted online (within 3 working days) from the date of communication on email to submit rate analysis, failing which 10% EMD will be forfeited.

**2)** Overheads and Profit percentage shall be as per contractors working.

**3)** Bidder/s shall submit basic current market rate of individual items like cement, Coarse aggregate, fine aggregate, Tor steel, mild steel, Bitumen, Bricks, etc. (included in BOQ) separately.

**4)** Description used in prevailing USoR for particular item shall be used as it is, while submitting Rate Analysis online. In case of any discrepancy bidder may approach to engineer in charge for formats of rate analysis, unit, quantity mentioned herein. decision of Engineer in charge will be binding on bidder

**5)** If the quantities in above format/sequence are changed or if any discrepancies are found, the rate analysis submitted by bidder/s will be treated as non-workable and further action as per this bid document shall be initiated.

**6)** Bidder/s shall submit quotation/consent from the reputed / registered supplier's / manufacturers of various materials along with the address, GST registration certificate and email-id of supplier/s.

**7)** Bidder/s shall submit the GST Certificate of the supplier/s of various materials.

# SECTION 8
# SCOPE OF WORK

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# SCOPE OF WORK

1. **SITE LOCATION:**

**Construction of Aspirational Toilet Block at Haji Ali, Lala Lajpatrai Marg, City Division in G/South Ward. (Near Haji Ali Juice Center).**

**NOTE - Executive Engineer may change above site locations with the prior approval of DMC (SWM) without assigning any reason thereof.**

**2 SCOPE OF WORK:**

Municipal Corporation has undertaken initiatives to provide & implement smart sustainable sanitation facilities (Aspirational Toilet) for the public health.

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

Following is the detailed scope of work:-

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

1) Construction of Aspirational toilet blocks having RCC Ground / Ground + 1/ storied RCC Structure, consisting of RCC suction tank, septic tank or connecting to sewer line etc. preparation of detailed architectural and structural drawings based on the basic drawings enclosed (Vol-II) getting vetted and approved from PMC/ Structural Engineer and submitting structural stability certificate nothing extra payable for design development.

2) Providing electric connection, water connection, borewell etc as per Engineers decision.

**Notes:**

i) All the works contained in the scope of work shall be carried out strictly as per relevant specifications applicable as attached or referred to, in this tender document.

ii) The above is general description of the scope of work and actual work mentioned above shall be governed by BOQ and as directed by the Engineer-in-charge.

2. The entire work in this Tender is divided into different parts depending on the different types of work involved. However, this broad classification is for mere guidance only. Actual work shall be as described in the approved Drawings, Specification and Bill of Quantities and as instructed at site from time to time.
3. Foundation and concrete works will be performed as per Architectural and RCC design approved by BMC/Project management consultant as per relevant specifications applicable by BMC.

## 3. SPECIAL PRECAUTIONS:

1. The Contractor shall carry out the work in a manner which will not affect the adjoining structures and their activity in neighbourhood. Despite this, if some disturbance is inevitable due to the very nature of any particular item of work, the contractor shall give previous intimation in writing to the Engineer to enable the Employer to organize his matters suitably.
2. During the work at site the approach to and exit from the garden and should be adequately protected and also should be free of building materials, debris, machinery, tools, plant etc., so that free access without any hindrance is available for the movement of labors / PMC staff/ SWM staff /Garbage vehicles/other users and their vehicles. At the same time special care has to be taken while storing these items elsewhere so that no overloading takes place. All the storing will have therefore to be necessarily done on approval from the Engineer.
3. Since work will have to be carried out at all heights and in all season abundant care and precautions will have to be taken by the contractor to prevent any falling objects from top endangering life of people working and passersby. Necessary safety nets, barricading, etc. are also to be provided.
4. Conventional mode of supporting scaffolding by use of elements in the existing structure shall not be permitted under any circumstances. The Contractor must provide M.S. scaffolding ('H' frame) independent of the structure at his own cost.
5. In general, the work shall be carried out in a manner as not to adversely affect neighboring structures and activities should be carried out with minimum disturbance, noise, dust, vibrations, shocks, etc. While working during odd hours, care has to be taken to see that occupants of neighboring buildings are not put to any inconvenience due to noise, bright light, etc.
6. The Contractor must follow provisions of safety manual as indicated in tender document and / as directed by the Engineer. The Contractor shall ensure provision of safety belts, helmets, etc. for people working at site. He must also take all precautions against fire / electrical hazards.
7. Guidelines for Air Pollution Mitigation vide No.MGC/F/1102 Dt. 25.10.2023 shall be scrupulously followed.

## 4. RECORDS & CO-ORDINATION:

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

# SECTION 9

# BILL OF QUANTITIES

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| Sr. No. | Item no. | Item Description | Quantity | Rate | Unit | Amount |
|---|---|---|---|---|---|---|
| **SUBSTRUCTURE** | | | | | | |
| **MicroPiling** | | | | | | |
| | | | | | | |
| | R3-CS-PLG-1-1-B | Providing and Casting RCC bored cast in-situ Vertical as per IS 2911 (Part 1, Section 2) by boring through all kinds of soils/ Sand /Rock by rotary hydraulic rigs using temporary casing up to stable strata / bentonite mud circulation as specified, from tip to cut-off elevation of piles. Reinforced Cement Concrete work of filling the bore (after placement of reinforcement cage as per drawing) with M25 grade Ready Mix Concrete using 43 Grade Ordinary Portland Cement confirming to IS : 8112, of approved make and brand with minimum cement content of 400 kg/m3 and with water -cement ratio, including the water contained in aggregates (10mm to max 20mm size), not exceeding 0.45, with approved plasticizer as specified, including placing of concrete from tip to minimum of 600mm above the specified cut-off level, breaking pile head to cutoff level and exposing pile reinforcement for embedment in pile cap, Disposing & levelling of bored/excavated material suitably at locations approved by the local authorities including all lead and lifts, all complete for piles having diameter of (Pile will be measured for payment for length between pile tip to cut-off level along the pile axis.Reinforcement shall be paid separately) Note : Cost of temporary casing shall be incurred by the | | | | |
| 1 | R3-CS-PLG-1-1-B | 400 dia | 1200.00 | **4225.00** | Rmt | **5070000** |
| | | | | | | |
| 2 | R3-CS-PLG-2-4-a | Extra over rate for items CS-PLG-2-4 using M40 instead of M25--400mm dia | 1200.00 | **124** | Rmt | **148800** |
| | | | | | | |
| 3 | R3-CS-PLG-3.0 | Empty boring through over burden including road crust upto the bottom of pile cap for all diameters | 80.00 | **3410.00** | Rmt | **272800** |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | of | | | | |
| | | | | | | |
| 4 | R3-CS-PLG-5.1 | Providing and installing in position permanent M.S. liners for piles of specified diameter and fabricated from 6.0mm to 8.0mm thick plates as per detailed drawings and designs including cutting, bending to required shape, welding, painting with Red Oxide paint etc. complete as specified and directed | | | | |
| | | | 50.55 | **90372.00** | MT | **4567894** |
| | | | | | | |
| 5 | R3-CS-PLG-16.8 | Conducting Initial Load Test (Compression) up to maxmimum test load of 2.5 times the safe load capacity on single pile as specified in accordance with IS 2911 part-4 including preparation of pile head for testing, necessary excavation, jacks, kentledge, accessories, measuring devices, recording of results, labour, submission of test report etc. complete, but excluidng the cost of installation of pile (insallation of pile shall be paid seperately) etc.all complete as per the specification, drawing and as directed by the Engineer in charge for the following- Vertical Compression Test- 400mm dia | | | | |
| | | | 2.00 | **319000.00** | Nos | **638000** |
| | | | | | | |
| 6 | R3-CS-PLG-14 | Carrying out low strain pile integrity test on 300mm/350mm/ 400mm diameter pile including all arrangements for test, equipments/accessories,materials, labour, submission of test report etc but excluding the cost of installation of job pile (installation of pile shall be paid seperately as per releventitems )all the complete as specification and as per directed by the engineer-in-charge | 40.00 | **1650.00** | Nos | **66000** |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 7 | R3-CS-PLG-21.1 | Conducting routine vertical load test for 1.5 times safe load carrying capacity by means of High Strain Dynamic Load Test including provision and erection of crane-hammer-drop mechanism, acceleration and displacement velocity transducers to record both force and velocity including excavation, dewatering, preparation of pile head including building up of pile, additional reinforcement if any etc. all complete as per approved method (ASTM D4945-89), submission of test report, specifications and instructions of the Engineer for piles of following diameter : 400mm dia | 2.00 | **110000.00** | Nos | **220000** |
| | | | | | | |
| 8 | R3-CS-PLG-17.1 | Carrying out Initial Lateral Load Test on vertical (Initial/test) piles up to maxmimum test load of 2.0 times the safe lateral load capacity on single pile as specified in accordance with IS 2911 part-4 including all necessary arrangements such as jacks, measuring devices, etc. complete as required.(For this test if adjoining piles is used for drawing support for test then the arrangements shall be made to record deflection, submission of test report etc. of both the piles. However, testing both these piles will be considered as one test only. Providing and installing test piles measured separately)-400mm dia | 2.00 | **165000.00** | Nos | **330000** |
| | | | | | | |
| 9 | R3-CS-CW-35-c | Providing and fixing in position steel bars reinforcement of various diameters for R.C.C. pile, pile caps, footings,raft,retainingwall,shear wall, lift wall, foundations, slabs, beams, columns, canopies, staircases, newels, chajjas, lintels, pardies, coping, fins, arches, etc. as per detailed designs, drawings and bar bending schedules,including straightening, cutting, bending, hooking the bars, binding with wires or tack welding, supporting as required etc. all complete at all levels. Thermo-Mechanically Treated steel bars. (Fe 500 D) | 15.00 | **80080.00** | MT | **1201200** |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 10 | R3-BW-5-7-f | Providing and applying CPCC anticorrosive treatment as per the Indian patent No. 481/DEL93. Dated 13/05/93 and Indian patent No. 258/DEL/92, Dated 25/03/92 to Mild and HYSD bar reinforcement cut and bent to the required length, shape and size including chemical, labours, transportation of steel bars for treatment and bringing back the same for fixing in position with all accessories and material required for giving the treatment etc. complete as specified and directed. | 15.00 | **11530.00** | MT | **172950** |
| | | | **Micropiling work** | | | **12687644** |
| | | | | | | |
| 11 | R3-CS-EW-1 | Excavation for foundations, substructures, basements, tanks, sumps, walls, chambers, manholes, trenches, poles, pits & general building works in all types of soils, vegetable earth, soft murum, running sand, shingle, turf clay, loam, peat, ash, shale, slag, chalk, garbage, muddy/ marshy/ slushy soil, marine clay, reclaimed land etc. for depths/lifts upto 1.5M measured from the ground level, including dressing/ trimming the sides, leveling and ramming of bottoms, manual dewatering, removing rank vegetation, backfilling in layers not more than 200mm thickness, watering, consolidating, compacting to achieve not less then 97% Modified Proctor density conforming to relevant IS, stacking the selected material in measurable heaps for future use within owners space or disposing within an initial lead of 150m as directed, loading, unloading, leveling excluding shoring, strutting etc. complete as directed by Engineer-in-Charge.<br>Note:<br>1) The rate includes the handling/supporting the existing utilities such as cables, drains, pipes, water mains etc.<br>2) It also includes the royalty and other taxes applicable if any.<br>3) For the depth beyond 1.5 meter, the excavated quantity shall be worked out with the base rate (here Rs. 220 per Cu.M.) plus the rate of respective slab of the lift.<br>For more details refer General | 500.00 | **387.00** | CUM | **193500** |

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|---|---|---|---|---|---|---|
| | | Notes. | | | | |
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| 12 | R3-CS-EW-26 | Providing & Laying dry stone Rubble Soling with average 230 mm size hard stone set in regular lines, handpacked and interstices thoroughly filled with small chips including filling in with good quality murum brought from outside, compacting with iron rammers, watering, sand spreading 12mm thk. layer of grit on top etc complete as directed by Engineer In Charge.<br>(Note: The rate includes the royalty and other taxes if any) | | | | |
| | | for UG Tank raft | 179.60 | **2434.00** | CUM | **437144** |
| | | | | | | |
| 13 | R3-SE-1-2 | Providing watching fencing etc. to trench excavation per running meter length of trench as per drawing and as directed by Engineer. | 100.00 | **446.00** | Rmt | **44600** |
| | | | | | | |
| 14 | R3-CS-AT-1 | Providing Pre-constructional anti - termitetreatment conforming to IS-6313(partII) using chloropyrifos EC20 Emulsion or equivalent of 1 % concentration by weight forcreating barrier under and all around foundation pits, wall trenches, basement excavation, backfilling immediate contact with foundation and treating the top surface of plinth filling, junction of wall & floor, along the external perimeter of building, expansion joints, surrounding of pipes, water conduits and at places suggested and as directed by Engineer-In-Charge covering 10 years guaranty.(plinth area should be considered for measurement and payment.) | 350.00 | **187** | Sqm | **65450** |
| | | | | | | |

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|---|---|---|---|---|---|---|
| 15 | R3-CS-CW-3-a-2 | Providing and laying in position ready mixed plain cement concrete, with cement content as per approved design mix by Engineer-in-charge and manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer, manufactured as per mix design of specified grade for plain cement concrete work, including pumping of R.M.C. from transit mixer to site of laying and curing, including the cost of centering, shuttering and finishing, including cost of curing, admixtures in recommended proportions as per IS : 9103 to accelerate/ retard setting of concrete, improve workability without impairing strength and durability as per direction of the Engineer - in - charge. | | | | |
| | | M-15 grade plain cement concrete (cement content considered @ 240 kg/cum as per IS 456 table showing minimum cement content). | | | | |
| | | For raft n Peripery | 117.13 | **6002** | CUM | **703013** |
| | | | | | | |
| 16 | R3-CS-CW-7-a | Providing and laying in position mixer mix M-20 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying and the cost of centering, shuttering, finishing and excluding reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.The Mix design as per particular specfications shall be got approved by Engineer-in-Charge before execution of the item.The rate shall include cost of all specified materials and operations at all levels and heights, including the cost of centering, shuttering and and excluding reinforcement which shall be paid under relevant item.(Note :- Cement content | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | considered in this item is @ 300 kg/cum as per IS 456 table showing minimum cement content. No extra will be paid nor any amount will recovered on account of variation of cement in mix design as per specifications for controlled concrete). | | | | |
| | | For UG Tank raft (5*4) | 8.00 | **7056.00** | CUM | **56448** |
| | | | | | | |
| 17 | R3-CS-CW-7-b | Providing and laying in position mixer mix M-20 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying and the cost of centering, shuttering, finishing and excluding reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.The Mix design as per particular specfications shall be got approved by Engineer-in-Charge before execution of the item.The rate shall include cost of all specified materials and operations at all levels and heights, including the cost of centering, shuttering and and excluding reinforcement which shall be paid under relevant item.(Note :- Cement content considered in this item is @ 300 kg/cum as per IS 456 table showing minimum cement content. No extra will be paid nor any amount will recovered on account of variation of cement in mix design as per specifications for controlled concrete). | | | | |
| | . | Walls (any thickness) including attached butteresses, retaining wall, shear wall, diaphragm wall , trench,pit walls, etc | | | | |
| | | UGWT | 9.00 | **10793.00** | Cu.m. | **₹ 97,137.00** |

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|---|---|---|---|---|---|---|
| 18 | R3-CS-FL-13-a | Providing and laying Indian patent stone flooring 40 mm thick with M-15 grade concrete using 6 mm to 20 mm metal over bedding laid in proper grade and slope or over the slab, including compaction, marking lines, to give appearance of tiles as per the approved pattern, finishing smooth with cement slurry as mentioned below, curing etc. complete. | | | | |
| | | In plain natural/ grey colours. | | | | |
| | | UGWT | 20.00 | **485.00** | Sq.m | **₹ 9,700.00** |
| | | | | | | |
| 19 | R3-CS-PL-08-c | Providing and applying 20 mm thick internal sand faced cement plaster at all heights and locations in cement mortar specified below in two coats for masonry (except stone masonry) and concrete surfaces including racking out joints, hacking of concrete surface, watering, finishing, curing, scaffolding etc complete as directed By Engineer In Charge. | | | | |
| | | In cement mortar 1:4 | | | | |
| | | UGWT | 23.40 | **519.00** | Sq.m. | **₹ 12,144.60** |
| | | | | | | |
| 20 | R3-CS-WP-25 | Providing and installing crystalline waterproofing treatment to inside surfaces of the water retaining structures VERTICAL SURFACES : a) Treatment shall consist of preparation of surfaces including 'V' grooves at junctions and joints, pressure grouting the same and curing for specified period. b) Applying two coats of approved crystalline waterproofing compound at specified intervals as recommended by manufacturer and as directed by Engineer-in charge and allowed to cure. c) Extra for Plastering of walls and finishing smooth with 15 mm thick cement mortar 1:4 (1 cement : 4 fine sand) admixed with approved waterproofing compound in recommended proportions. HORIZONTAL SURFACES : d) Extra for Laying of 30 mm average thick cement concrete of mix 1:2:4 (1 cement : 2 coarse sand : 4 coarse aggregate of 12.5mm nominal size) admixed with approved waterproofing compound in | | | | |

| | | | | | | |
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| | | recommended proportions, on floors to required gradient, including rounding of corners / junctions with walls and floors etc., and finished smooth and cured. Tank shall be tested by filling with water for required depth and maintaining it for 72 hrs. for checking the leakages. The rate includes giving 10 year guarantee for waterproofing on a Rs.100/- stamp paper in approved proforma | | | | |
| | | UGWT | 52.62 | 2576.00 | Sqm | **₹ 135,549.12** |
| | | | | | | |
| | | | **Substructure Total** | | | **₹ 1,754,685.08** |
| | | | | | | |

## SUPERSTRUCTURE

| | | | | | | |
|---|---|---|---|---|---|---|
| 21 | R3-CS-CW-7-d | Providing and laying in position mixer mix M-20 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying and the cost of centering, shuttering, finishing and excluding reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.The Mix design as per particular specfications shall be got approved by Engineer-in-Charge before execution of the item.The rate shall include cost of all specified materials and operations at all levels and heights, including the cost of centering, shuttering and and excluding reinforcement which shall be paid under relevant item.(Note :- Cement content considered in this item is @ 300 kg/cum as per IS 456 table showing minimum cement content. No extra will be paid nor any amount will recovered on account of variation of cement in mix design as per specifications for controlled concrete). | | | | |
| | | Lintels, beams, plinth beams, girders, floor beam, coping. | 82.00 | **9506.00** | Cu.m. | **₹ 779,492.00** |
| | | | | | | |

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| 22 | R3-CS-CW-7-c | Providing and laying in position mixer mix M-20 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying and the cost of centering, shuttering, finishing and excluding reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.The Mix design as per particular specfications shall be got approved by Engineer-in-Charge before execution of the item.The rate shall include cost of all specified materials and operations at all levels and heights, including the cost of centering, shuttering and and excluding reinforcement which shall be paid under relevant item.(Note :- Cement content considered in this item is @ 300 kg/cum as per IS 456 table showing minimum cement content. No extra will be paid nor any amount will recovered on account of variation of cement in mix design as per specifications for controlled concrete). | | | | |
| | . | Slabs, Suspended floors, roofs, landings, balconies, canopy and access platform | 304.00 | **12270.00** | Cu.m. | **₹ 3,730,080.00** |
| | | | | | | |
| 23 | R3-CS-CW-7-e | Providing and laying in position mixer mix M-20 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying and the cost of centering, shuttering, finishing and excluding reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability | | | | |

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|---|---|---|---|---|---|---|
| | | without impairing strength and durability as per direction of Engineer-in-charge.The Mix design as per particular specfications shall be got approved by Engineer-in-Charge before execution of the item.The rate shall include cost of all specified materials and operations at all levels and heights, including the cost of centering, shuttering and and excluding reinforcement which shall be paid under relevant item.(Note :- Cement content considered in this item is @ 300 kg/cum as per IS 456 table showing minimum cement content. No extra will be paid nor any amount will recovered on account of variation of cement in mix design as per specifications for controlled concrete). | | | | |
| | | Columns, Pillars, Piers, Posts and Struts. | 65.00 | **11568.00** | Cu.m. | **751,920.00** |
| | | | | | | |
| 24 | R3-CS-CW-19 | Extra and over for providing richer RMC of M-40 grade cement concrete instead of M20 (Note :- Cement content considered in this item is @ 360 kg/cum as per IS 456 table showing minimum cement content.) | | | | |
| | | Same qty as above item no. 38,39,40,41 | 460.00 | **1544** | Cu.m. | **₹ 710,240.00** |
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| 25 | R3-BW-8-19 | For all concrete in every part migrating, non-nitrite based corrosion inhibiting admixture shall be added at a dose of 3 kgs per cum of concrete. The admixture should protect both cathodic and anodic sites and have been accredited by Indian Roads Congress, recommended for use by Ministry of Road Transport & Highways and should have a 4 year track record of use in both the Gulf Region and India. Admixture should have evaluated test reports demonstrating a corrosion rate of zero coulombs after 9 test cycles as per ASTM G 109 when tested from a research institution NBA accredited Grade A and internationally ranked among top 5 research institutions in the world in Annual Survey conducted by Georgia Institute of Technology ranking of research institutions. pH of admixture should be alkaline in nature, specific gravity of 0.99 – 1.1, colour : brownish. complete as directed by the Engineer in charge. The contractor must intimate the engineer in charge prior to addition in concrete for recording. If the admixture is put in the concrete mix at the batching plant, a written record of the amount of admixture used shall be supplied to the engineer. The engineer must ensure that the specified dosage of admixture is added in the concrete mix. | | | | |
| | | Same qty as above item no. 38,39,40,41 | 460.00 | **382.00** | Kg | **₹ 175,720.00** |
| | | | | | | |
| 26 | R3-CS-WP-20 | Providing and laying damp-proof course 50mm thick with cement concrete 1:2;4 (1 cement : 2 coarse sand : 4 graded stone aggregate 12.5mm nominal size) including water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specification. | | | | |
| | | Plinth area | 350.00 | **441** | Sqm. | **₹ 154,350.00** |
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| 27 | R3-CS-PL-08-c | Providing and applying 20 mm thick internal sand faced cement plaster at all heights and locations in cement mortar specified below in two coats for masonry (except stone masonry) and concrete surfaces including racking out joints, hacking of concrete surface, watering, finishing, curing, scaffolding etc complete as directed By Engineer In Charge. | | | | |
| | | In cement mortar 1:4 | 3122.20 | **519** | Sqm | **1620424** |
| | | | | | | |
| 28 | R3-CS-MW-33 | Providing and laying autoclaved aerated (cellular) cement blocks masonry with more than 100 mm thick AAC blocks in cement mortar 1:4 (1 cement : 4 coarse sand ) including RCC stiffeners. The rate includes providing and placing in position 2 Nos 6 mm dia M.S. bars at every third course of masonry work, racking of joints, scaffolding and curing,etc. completed as directed by Engineer-in-Charge. | | | | |
| | | Mens & Female Toilet block | 233.95 | **8822** | Cum | **2063920** |
| | | | | | | |
| 29 | R3-CS-PL-15-b | Providing and applying 20 mm thick external sand faced cement plaster upto 10m from ground level and at all locations in cement mortar proportion specified below in two coats for masonry (except stone masonry) and concrete surfaces including providing water proofing compound to the first coat of plaster as per manufacturers specification, racking out joints, hacking of concrete surface, finishing, curing, scaffolding, etc complete as directed By Engineer In Charge. | | | | |
| | | In cement mortar 1:4 /Outer wall | 895.00 | **520** | Sqm | **465400** |
| | | | | | | |
| 30 | R3-CS-PL-05 | Providing and applying 12 mm thick internal plaster in cement mortar 1:3 with neeru finish at all heights and locations in one coat for masonry (except stone masonry) and concrete surfaces including racking out joints, hacking of concrete surface, | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | watering, finishing, curing, scaffolding etc. complete. | | | | |
| | | Mens & Female Toilet block | 4615.60 | **427** | Sqm | **1970863** |
| | | | | | | |
| 31 | R3-CS-PN-10 | Providing and applying first coat of approved Waterproof primer, and two coats of waterproof acrylic based textured exterior paint of an approved make and colour as per manufacturers specifications to textured sand faced or other surfaces, upto 10m height from ground level and at all locations as directed including preparing surfaces for painting by any approved means, scaffolding, cleaning and curing etc. complete as directed by Engineer-in-charge | | | | |
| | | | 4615.60 | **236.00** | Sq.m. | **1089282** |
| | | | | | | |
| 32 | R3-CS-PN-4- a | Providing and applying first single coat of approved primer and two coats of synthetic enamel paint/flat oil paint of an approved make and colour as per manufacturers specifications to surfacesspecifird below, at all height and locations as directed including scaffolding, cleaning and preparing surfaces for painting by any approved means etc. complete as directed by Engineer-in-charge. | | | | |
| | | For plastered wall surface | | | | |
| | | | 4615.60 | **187.00** | Sq.m | **863,117.85** |
| | | | | | | |
| 33 | R3-CS-FL-32-a | Providing and fixing 8mm thk. ceramic tiles as specified below conforming to I.S. 15622-2006 of approved quality, pattern and colour **for dado** in the wet area including preparing the surface and levelling in the desired line, backing of 20 thk. cement mortar in porportion 1:3 with approved waterproofing compound, square cut top edge or chamfered top edge in cement mortar 1:3, cement float, machine cutting, leveling, jointing, filling the joints with neat cement slurry or approved colour grout, finishing, curing etc complete as directed by Engineer | | | | |

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|---|---|---|---|---|---|---|
| | | In Charge. | | | | |
| | | Light coloured glazed ceramic tiles | | | | |
| | | 8mm thick Anti skid tiles | 218.40 | **1566.00** | Sq.m. | **342014** |
| | | | | | | |
| 34 | R3-CS-FL-9-c | Providing and laying 800 x 800 x 9 to 10 mm thk. vitrified tiles as specified below conforming to I.S.15622-2006 with water absorbtion less than 0.08% for flooring of an approved, quality, make, pattern and size for flooring including cement mortar bedding of 25 mm thick in 1:4 proportion, cutting, leveling, jointing, filling the joints by neat cement slurry or approved colour grout, curing, finishing etc complete as directed by Engineer In Charge. | | | | |
| | | Light coloured antiskid / matt vitrified tiles | | | | |
| | | Passage | 349.00 | **1728.00** | Sq.m. | **₹ 603,072.00** |
| | | | | | | |
| 35 | R3-CS-CW-6-b | Providing precast cement concrete Jali of Nominal Mix 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6mm nominal size) reinforced with 1.6 mm dia mild steel wire including centering and shuttering, roughening cleaning, fixing and finishing in cement mortar 1:3 (1 cement: 3 fine sand) etc. complete excluding plastering of the jambs, sills and soffits. | | | | |
| | | 50 mm thick R.C.C. Jali for window | 21.60 | **1997.00** | Sq.m | **43,135.20** |
| | | | | | | |
| 36 | R3-CS-FL-28-m | Providing and fixing polished natural stone tiles as specified below of approved quality, pattern and colour for dado including preparing the surface and levelling in the desired line, backing of 20 thk. cement mortar in porportion 1:3, square cut top edge or chamfered top edge in cement mortar 1:3, cement float, machine cutting, leveling, jointing, filling the joints with neat cement or pigment mixed with cement, polishing, finishing, curing etc complete as directed by Engineer In Charge. | | | | |

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| | | | 150.00 | **3050.00** | Sq.m | **457500** |
| | | | | | | |
| 37 | R3-CS-WP-24 | Waterproofing the terrace slabs with average 100 mm thick, brick bats laid in cement mortar bed 1:4 filled with mortar 1:4 of total thickness 100 mm, laid to slope (1:100) with vata 15 cm, at the junction of walls with broken China mosaic flooring set in cement mortar (1:4) 40 mm thick with admixture, of approved water proofing compound, as per manufacturers specification laid after grouting the slab, finishing curing etc. complete as directed and specified. (Horizontal measurement clear between walls will be paid for). | | | | |
| | | Terrace floor | 350.00 | **1418** | Sqm | **496300** |
| | | | | | | |
| 38 | R3-CS-WP-37 | Providing waterproofing treatment through specialized agencies as per their specifications to the flooring of water closets, bathrooms, kitchen, nahanies, washing places, sanitary blocks etc. by giving INJECTIONS with cement solution with water proofing compound into the floor slab so as to make it consistent, homogeneous and impervious against leakage, seepage etc. The sunk portion shall then be covered with brickbat waterproof coba in 1:5 c.s. of required thickness with necessary gradient for easy flow of water. Finally the floor shall be covered with joint less waterproof cement plaster in 1:3 c.s. 12 mm to 15 mm thick finished rough for receiving tiles. The average thickness of complete treatment shall not be less than 100 mm. The soil pan area will not be deducted. ( After completion of work leakage test shall be carried out after impounding the water for 7 days without any extra cost. The actual treated area will be measured and paid for) | | | | |
| | | Male,Female & Floor | 390.00 | **619** | Sqm | **241410** |
| | | | | | | |

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|---|---|---|---|---|---|---|
| 39 | R3-CS-FL-40-e | 18mm thk. green marble for width upto 150 mm | 50.00 | **401** | Rmt | **20050** |
| | | | | | | |
| 40 | R3-CS-FL-40-p | 18mm thk. green marble for width upto 300 mm | 45.00 | **631** | Rmt | **28395** |
| | | | | | | |
| 41 | R3-CS-PV-03 | Providing and Fixing to frames 30mm thick Fiber glass Reinforced Plastic (F.R.P.) flush door shutter in different plain and wood finish made with fire retardant grade unsaturated polyester resin, moulded to 3mm thick FRP laminate all around, with suitable wooden blocks inside at required places for fixing of fittings and polyurethane foam (PUF) / Polystyrene foam to be used as filler material throughout the hollow panel, casted monolithically with testing parameters of F.R.P. laminate. | 55.44 | **3159** | Sqm | **175135** |
| | | | | | | |
| 42 | R3-CS-PV-02 | Providing and fixing to frames 30 mm thick Fibre Glass Reinforced Plastic (FRP) panelled / extruded profiled door shutter of approved colour, brand and manufacture, made with fire - retardant grade unsaturated polyester resin, moulded to 3 mm thick FRP laminate for forming hollow rails and styles, with wooden frame and suitable blocks of seasoned wood inside at required places for fixing of fittings, cast monolithically with 5mm thick FRP laminate for panels conforming to IS: 14856 - 2000 etc complete as directed. | | | | |
| | | Male & female | 15.84 | **2287** | Sqm | **36226** |
| | | | | | | |
| 43 | R3-CS-HW-04-d-1 | Providing and fixing butt hinges as described below, manufactured as per relevant IS for door & windows with necessary materials and labour costs etc. complete D] Standard Stainless Steel hinges | | | | |
| | | 75 mm Long | 111 | **50** | Nos | **5550** |
| | | | | | | |

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|---|---|---|---|---|---|---|
| 44 | R3-CS-HW-09-d-1 | Providing and fixing handles as described below, manufactured as per IS:208-1992 for doors and windows and with necessary materials and fixtures like screws etc. and all labour etc. complete.<br>D] Standard Stainless Steel | 40 | **48** | Nos | **1920** |
| | | 100 mm long. | | | | |
| | | | | | | |
| 45 | R3-CS-HW-06-d-1 | Providing and fixing aldrops of 16 mm diameter bars manufactured as per IS:2681-1991, wherever they apply for doors and windows with necessary materials and labour etc. complete. | 40 | **362** | Nos | **14480** |
| | | 250 mm long | | | | |
| | | | | | | |
| 46 | R3-CS-FL-80 | Providing & fixing 20 +mm thick machine cut mirror polish 1st qualityGranite treads 300mm wide for staircase (black galaxy or approved) including grooves and edge moulding & polishing with backing coat of 1:4 cement plaster/mortar/cement paste, cleaning etc. complete as per Architects details drawing and design(Basic rate of granite is Rs.220/-Sq.ft.) | | | | |
| | | staircase tread | 20 | **2263** | Rmt. | **45260** |
| | | staircase riser | 21 | **2263** | Rmt. | **47523** |
| | | Entrance | 12 | **2263** | Rmt. | **27156** |
| | | | | | | |
| 47 | R3-CS-FL-04-c | Providing and laying rough natural stone tiles 25 mm to 30 mm thick of an approved quality and size for paving / flooring including cement mortar bedding of 25 mm thick in 1:4 proportion, cement float, pointing in cement mortar 1:3, cutting, dressing, leveling, jointing, pointing, curing, finishing etc complete as directed by Engineer In Charge. | | | | |
| | | 25 to 30 mm thk. rough Kota stone | 350.00 | **990** | Sqm | **346500** |
| | | | | | | |

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|---|---|---|---|---|---|---|
| 48 | R3-CS-SL-04 | Providing and fixing in position collapsible steel gates with vertical channels 20 x 10 x 2 mm & braced with flat iron diagonals 20 x 5 mm size, top & bottom T section 40 x 40 x 6 mm size, 30 mm steel pulleys complete with bolts-nuts, locking arrangements, stoppers, handles and painting with one coat of red oxide zinc chromate primer and two coats of synthetic enamel paint including all labour, materials, tools and equipments, etc complete as directed by Engineer Incharge. | | | | |
| | | Collapsible gate Main gate | 33.60 | **9250** | Sq.m | **₹ 3,10,800.00** |
| | | | | | | |
| 49 | R3-CS-SS-32 | Providing & fixing S.S. pipe hand rail along the wall in staircase or ramps or passages consisting of 50 mm dia. 18 gauge 304 grade stainless steel pipe. Supported with 25 mm 18 gauge S.S. pipe (304grade) brackets & 5mm thick tapered edge coller base plate fixed to wall with SS screws at approx. 600 mm center to center fixed horizontally or in inclined position at required height including grinding the welded joints, buffing,protecting the railing members by means of wrappers during construction etc. complete as per detailed drawing as directed by the Engineer in charge. | | | | |
| | | For Staircase(Outer side) | 58.70 | **1473** | R.m | **₹ 86,465.10** |
| | | | | | | |
| 50 | R3-HE-8-12 | Supplying & fixing on chambers, 90 cms. x 45 cms.C.I. rectangular, heavy frame and cover weighing between 223 kg.to 247 kg etc. complete in all respect and as directed by Engineer In Charge. | | | | |
| | | for under ground water tank cover. | 2.00 | **30789** | Nos | **₹ 61,578.00** |
| | | | | | | |

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|---|---|---|---|---|---|---|
| 51 | R3-CS-PS-1-b | Providing and fixing water closet squatting pan (Indian type W.C. pan ) with 100mm sand cast Iron P or S trap, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required : | | | | |
| | | White Vitreous china Orissa pattern W.C. pan of size 580x440mm with integral type foot rests.. | 8.00 | **14,461** | Each | **₹ 1,15,688.00** |
| | | | | | | |
| 52 | R3-CS-PS-2-a | Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre low level white P.V.C. flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required : | 19.00 | **8007.00** | Each | **₹ 152,133.00** |
| | | W.C. pan with ISI marked white solid plastic seat and lid | | | | |
| | | | | | | |
| 53 | R3-CS-PS-244 | Providing and fixing JAQUAR MAKE metropole flush valve Dual Flow Concealed type with control cock operation plate 40 mm size etc. Complete | 35.00 | **7588** | NOS | **265580** |
| | | | | | | |
| 54 | R3-CS-PS-22 | Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350mm or 340x410x265mm sizes respectively. | 12.00 | **2241** | each | **26892** |
| | | | | | | |
| 55 | R3-CS-PS-7-a | White Vitreous China Wash basin size 630x450 mm with a single 15 mm C.P. brass pillar taps. | 21.00 | **3858** | each | **81018** |
| | | | | | | |
| 56 | R3-CS-PS-222 | 75 mm C.I nahani trap with grating with 75 mm C.I. bend with cleaning caps fixed compleate | 35.00 | **3177** | NOS | **111195** |
| | | | | | | |
| 57 | R3-CS-PS- | Providing and fixing C.P. brass | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 100-a | shower rose with 15 or 20 mm inlet : | | | | |
| | | 100 mm diameter | 5.00 | **564** | Each | **₹ 2,820.00** |
| | | | | | | |
| 58 | R3-CS-PS-68-a | Bottle trap 31mm single piece moulded with height of 270mm, effective length of tail pipe 260mm from the centre of the waste coupling 77mm breadth with 25mm minimum water seal, weighing not less than 260gms. Adding Sr.no. 51 & 52 | 19.00 | **464** | Each | **₹ 8,816.00** |
| | | | | | | |
| 59 | R3-CS-PS-27-a-2 | Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete. 40 mm dia | 19.00 | **73.00** | Each | **₹ 1,387.00** |
| | | | | | | |
| 60 | R3-CS-PS-143 | Providing and fixing PTMT soap Dish Holder having length of 138mm,breadth 102mm, height of 75mm with concealed fitting arrangements,weighing not less than 106 gms. | 5.00 | **174.00** | Each | **₹ 870.00** |
| | | | | | | |
| 61 | R3-CS-PS-261 | Providing and fixing ISI marked make CP brass liquid soap dispensers with CP brass bracket capacity 250 ml. | 19.00 | **2748.00** | Each | **₹ 52,212.00** |
| | | | | | | |
| 62 | R3-CS-PS-33-b | Providing and fixing toilet paper holder Vitreous china | 19.00 | **1960.00** | Each | **₹ 37,240.00** |
| | | | | | | |
| 63 | R3-CS-PS-71-b | Providing and fixing PTMT towel rail complete with brackets fixed to wooden cleats with CP brass screws with concealed fitting arrangement of approved quality and colour | | | | |
| | | 600mm long towel rail with total length of 645mm, width 78mm and effective height of 88mm, weighing not less than 190gms | 8.00 | **2028.00** | Each | **₹ 16,224.00** |
| | | | | | | |
| 64 | R3-CS-PS-166-a-2 | Providing and fixing square-mouth S.W. gully trap class SP-1 complete with C.I. grating brick masonry chamber with water tight C.I. cover with frame of 300 x300 mm size (inside) the weight of cover to be not less than 4.50 kg and frame to be not less than 2.70 | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | kg as per standard design : | | | | |
| | | 100x100 mm size P type With Sewer bricks conforming to IS : 4885 | 32.00 | **3235.00** | Each | **₹ 103,520.00** |
| | | | | | | |
| 65 | R3-CS-PS-31-b | Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing : | | | | |
| | . | Rectangular shape 453x357mm | 8.00 | **2148.00** | Each | **₹ 17,184.00** |
| | | | | | | |
| 66 | R3-CS-PS-163-b | Providing, laying and jointing glazed stoneware pipes class SP-1 with stiff mixture of cement mortar in the proportion of 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete : | | | | |
| | | 150 mm diameter w.c. | 100.00 | **648.00** | R.m. | **₹ 64,800.00** |
| | | | | | | |
| 67 | R3-CS-PS-163-d | Providing, laying and jointing glazed stoneware pipes class SP-1 with stiff mixture of cement mortar in the proportion of 1:1 (1 cement : 1 fine sand) including testing of joints etc. complete : | | | | |
| | | 250 mm diameter | 32.00 | **1175.00** | R.m. | **₹ 37,600.00** |
| | | | | | | |
| 68 | R3-CS-PS-164-d | Providing and laying cement concrete 1:4:8 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size) all-round S.W. pipes including bed concrete as per standard design : | | | | |
| | . | 150 mm diameter S.W. pipe | 64.00 | **1370.00** | R.m. | **₹ 87,680.00** |
| | | | | | | |
| 69 | R3-CS-RW-16-b | Providing and fixing UV resistant selffit UPVC pipes of approved make for Rainwater downtakes confirming to IS13592:1992 Type A suitable for 4kg/sqcm pressure for following pipe diameters including rain water receiving recess with pvc plug bend necessary fittings such as offsets shoes, fixing the pipe on wall with clips filling the joints with solvent/cement and necessary | 102.00 | **339** | R.m | **₹ 34,578.00** |

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| | | scafolding etc. complete as directed by Engineer In Charge. 110mm diameter | | | | |
| | | | | | | |
| 70 | R3-CS-PS-132-a | Providing and fixing PTMT bib cock of approved quality : | | | | |
| | | 15 mm nominal bore (24+4) | 42.00 | **123.00** | Each | **₹ 5,166.00** |
| | | | | | | |
| 71 | R3-CS-PS-133-a | PTMT FITTINGS Polytetramethtlene Terephthalate (THERMOPLASTIC) | | | | |
| | | PTMT Stop cock of approved quality and colour. 15 mm nominal bore, 86 mm long, weighing not less than 88gms. | 25.00 | **301.00** | Each | **₹ 7,525.00** |
| | | | | | | |
| 72 | R3-CS-PS-95-a | Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : | | | | |
| | | 25 mm nominal bore | 15.00 | **766.00** | Each | **₹ 11,490.00** |
| | | | | | | |
| 73 | R3-CS-PS-73 | Providing and fixing PTMT 15 mm Urinal spreader size 95x69x100 mm with 1/2" BSP thread and shapes. Weighing not less than 60 gms. | | | | |
| | | For urinal | 8.00 | **211.00** | Each | **₹ 1,688.00** |
| | | | | | | |
| 74 | CE3 - 06 - 2 - 3.2.12A | Providing and Fixing rigid PVC cowl cap supreme or equivalent make suitable for vent pipes above terrace level of 100 mm dia | 32.00 | **70.00** | Each | **₹ 2,240.00** |
| | | | | | | |
| 75 | R3-CS-PS-169-a-2 | Constructing brick masonry chamber for underground C.I. inspection chamber and bends with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover with frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg), R.C.C. top slab with 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 (1 cement : 5 finesand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand), finished | | | | |

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|---|---|---|---|---|---|---|
| | | smooth with a floating coat of neat cement on walls and bed concrete etc. complete as per standard design | | | | |
| | | Inside dimensions 455x610 mm and 45 cm deep for single pipe line : | | | | |
| | | With common burnt clay F.P.S. (non modular) bricks of class designation 7.5 | 25.00 | **10086** | Each | **₹ 252150** |
| | | | | | | |
| 76 | R3-CS-PS-85-a | Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot &cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. | | | | |
| | | 15 mm nominal outer dia Pipes - W.C. | 140.00 | **217.00** | R.m | **₹ 30,380.00** |
| | | | | | | |
| 77 | R3-CS-PS-87-b | Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement ,trenching ,refilling & testing of joints complete as per direction of Engineer in Charge. | | | | |
| | | External work | | | | |
| | | 20 mm nominal outer dia Pipes((29.86+36.5) | 132.72 | **211.00** | R.m | **₹ 28,003.92** |
| | | | | | | |
| 78 | R3-CS-PS-87-c | Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement ,trenching ,refilling & testing of joints complete as per direction of Engineer in Charge. | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | External work | | | | |
| | | 25 mm nominal outer dia Pipes | 120.00 | **270.00** | R.m | **₹ 32,400.00** |
| | | | | | | |
| 79 | R3-CS-PS-87-d | Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement ,trenching ,refilling & testing of joints complete as per direction of Engineer in Charge. | | | | |
| | | 32 mm nominal outer dia Pipes | 60.00 | **349.00** | R.m | **₹ 20,940.00** |
| | | | | | | |
| 80 | R3-HE-7-19-c | Providing and fixing gun metal ISI mark non-return valve Screwed End of following diameters etc complete in all respect etc complete in all respect as directed by Engineer in Charge 25 mm dia | 15.00 | **881.00** | Each | **₹ 13,215.00** |
| | | | | | | |
| 81 | R3-HE-7-19-d | Providing and fixing gun metal ISI mark non-return valve Screwed End of following diameters etc complete in all respect etc complete in all respect as directed by Engineer in Charge 32 mm dia | 12.00 | **1291.00** | Each | **₹ 15,492.00** |
| | | | | | | |
| | | | **Superstructure Total** | | | **₹ 19403405.49** |
| | | | | | | |
| **SEWERLINE** | | | | | | |
| | | | | | | |

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|---|---|---|---|---|---|---|
| 82 | R3-CS-EW-5 | Excavation by using splitters for foundations, substructures, basements, tanks, sumps, walls, chambers, manholes, trenches, poles, pits & general building works in hard rock, reinforced concrete, for depths/lifts upto 1.5M, including drilling, breaking in small pieces, mucking, dressing/trimming the sides, leveling of bottoms, manual dewatering, removing rank vegetation, backfilling in layers not more than 200mm thickness, watering, consolidating, compacting to achieve not less then 97% Modified Proctor density conforming to relevant IS, stacking in measurable heaps for future use within owners space or disposing within an initial lead of 150m as directed by Engineer-in-Charge, loading, unloading, leveling excluding shoring, strutting etc. complete. Note: 1) The rate includes the handling/supporting the existing utilities such as cables, drains, pipes, water mains etc. 2) It also includes the royalty and other taxes if any. | | | | |
| | | (0.90*0.45)m Inspection chamber | 24.27 | **4433.00** | Cum | **107576** |
| | | 4" dia. M.H. | | | | |
| | | | | | | |

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|---|---|---|---|---|---|---|
| 83 | R3-SE-1-1 | Excavation in all types of soils (for sewerage works) such as Earth, Marine clay, Marshy land, Running sand, Garbage, Slush, Murum, Rock boulders etc as directed by the engineer. The rate includes dewatering, backfilling, removing the rank vegetation and removing the excavated materials within a lead of 150M as directed including levelling, ramming, etc complete, and measured from the edge of cutting including all lifts and stacking in layers and removing the surplus excavated materials as directed for lift upto 2M{Records to be maintained properly}.The rate also includes supporting public utilities such as cables, drains, pipe water mains, but shall not include the cost of shoring etc as specified and directed.<br>1) The rate includes the handling/supporting the existing utilities such as cables, drains, pipes, water mains etc.<br>2) It also includes the royalty and other taxes if any. | | | | |
| | | 9" dia sewer line | 197.98 | **610.00** | Cum | **120768** |
| | | (0.90*0.45)m Inspection chamber | | | | |
| 84 | R3-SE-1-1-a | -do-do- as per item R3-SE-1-1 for lift from 2m to 4.0m | | | | |
| | | (0.90*0.45)m Inspection chamber | 7.93 | **838.00** | Cum | **6645** |
| 85 | R3-CS-EW-23 | Providing &Laying dry stone Rubble Pitching with average 150 mm size and of minimum thickness 230 mm hard stone set in regular lines to form plane surface, handpacked and interstices thoroughly filled with small chips including providing and laying gravel quarry spells underneath for leveling undulations of the ground. etc complete as directed by Engineer In Charge. (Note: The rate includes the royalty and other taxes if any) | | | | |
| | | 9" dia sewer line | 118.24 | **547.00** | Sqm | **64677** |
| 86 | R3-SE-2-1 | Providing & laying M 10 c.c. For foundation/bedding including boxing, curing etc. complete as specified and as directed. | 7.20 | **6421.00** | Cum | **46231** |
| | | | | | | |

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|---|---|---|---|---|---|---|
| 87 | R3-SE-1-4 | Providing and removing close shoring and strutting in the trenches/ pits for all depths as per specifications/ drawings and or as directed by Engineer-in-charge by including walling, struts, open poling boards, horizontal sheeting, runners, dog spikes by using timber etc. complete | | | | |
| | | 9" dia sewer line | 68.14 | **768.00** | Sqm | **52332** |
| 88 | R3-RW-10-24 | Supply & filling sand metal, GRAVELLY SAND, corresponded to CLASS II/ CLASS III GRADING of TABLE 100.1 of BMC road specifications for roadworks in trenches upto required depth & watering, ramming etc. complete as directed. | 111.54 | **2251.00** | CUM | **251081** |
| 89 | R3-SE-5-1-b | Providing & laying stoneware pipes of SP2 class including jointing with CM(1:1), filleting etc. complete as specified & directed. | | | | |
| | | 9" dia sewer line | 30.00 | **1113.00** | Rmt | **33390** |
| 90 | R3-SE-2-5 | -do- -do- M 15 c.c. For full encasement or cradle -do- - do- | | | | |
| | | 9" dia sewer line | 3.11 | **7719.00** | Cum | **23989** |
| 91 | R3-SE-8-1 | Constructing brick masonary inspection chamber rectangular 0.9M x 0.45M and0.6M deep on sewer with 230mm brick walls in cement mortar 1:3 plastered both inside & outside with 20 mm thick cement mortar 1:2 and neat cement rendering so as to give a smooth surface including 230mm cement concrete bedding (M 15) and cement concrete (M 15) in haunches and channels finished smooth with 20 mm thick cement mortar( 1:1) and fixing C.I. extra heavy duty airtight rectangular frame & cover of size 0.9M x 0.45M weighing minimum 225Kg. resting on 300 mm high c.c. cap M 20 with (1:1) cement plaster on both the sides & necessary C.I. steps ( weighing 5.4 kg each)staggered at 300mm c/c. including 75 mm wide vata all round the external portion of the chamber and the foundation concrete in C.M. 1:1 etc. complete as per plan in Dy.Ch.E.(SP)P&D's office( without excavation ) . | 5.00 | **37244.00** | Each | **186220** |

| | | | | | | |
|---|---|---|---|---|---|---|
| 92 | R3-SE-8-1-a | Extra over above for every additional metre depth upto 2.5M -do- -do-etc. complete as specified and directed. | 1.10 | | | |
| | | | 7.00 | **15737.00** | m.depth | **110159** |
| | | | | | | |
| 93 | R3-SE-6-1 | Constructing on sewer brick masonry conical manholes 1.2M dia. at bottom 0.56 M. dia. at top, built in brick masonry in cement mortar 1:3, plastered both inside and outside with 20 mm thick cement mortar 1:2 and neat cement rendering so as to give a smooth surface, including 300 mm thick M.15 cement concrete in foundation and in haunches and channels finished smooth with 20mm thick cement plaster in cement mortar 1:1 and providing C.I. steps (weighing 5.4 kg each) staggered at 300 mm. c/c including 75mm wide vata all round the external portion of the manhole and the foundation concrete in cement mortar 1:1 and supporting the incoming pipes with brick masonry wherever necessary including C.I. extra heavy duty (EHD) air-tight circular frame & cover (minimum 230 Kg.) with hinge/chain resting on 30 cm high cement concrete M.20 cap with necessary centering etc. all complete as per standard specifications and directions including finishing the cap with cement plaster on both sides 1:2 and neat cement rendering so as to give a smooth surface in line and level with the brick masonry surface and as per drawing in Dy Ch.E.(Sewerage)P&D's office without excavation depth upto 1.5 M.(Depth of Manhole measured from top of manhole cover to Invert level of manhole) | 1.00 | **51133.00** | Each | **51133** |
| 94 | R3-SE-6-1-a | Extra over Depth MH upto 1.50 | 1.00 | **17472.00** | m.depth | **17472** |

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|---|---|---|---|---|---|---|
| 95 | R3-RW-2-20 | Providing & laying, spreading & compacting graded crushed stone aggregate to wet mix macadam to the satisfaction of Engineer including premixing the material with water to OMC in mechanical mix (pug mill) carriage of mix material by tipper to site, laying in uniform layer of 75 mm to100 mm (compacted thickness each) with sensor paver finisher on prepared subbase & compacting with vibratory roller (10 tonne) to achieve desired density including lighting, guarding barricading & maintenance of diversion etc. as directed by the Engineer, ( Rebate for not using sensor paver should be taken,(metal gradation from 53 mm to 75 micron as per prevailing MCGM specifications for Roadworks clause no.240). | | | | |
| | | 9" dia sewer line | 14.25 | **3338.00** | Cum | **47563** |
| | | | | | | |
| 96 | R3-RW-2-21 | Providing & laying, spreading & compacting specified crushed stone in granular subbasecourse including premixing the material in mechanical mixer (pug mill or approved type),spreading of mixed material in uniform layer of 100 mm to 75 mm (compacted thickness each) with motor grader or paver on prepared murum surface & compacting with 10 tonne vibratory roller to achieve desired density including all material, labour, machinery,lighting, barricading to all lifts & lead,maintenance of diversion etc. complete (metal gradation from 75mm to 75 micron as per prevailing MCGM specifications for Roadworks clause no.210). | | | | |
| | | 9" dia sewer line | 9.29 | **2702.00** | Cum | **25109** |
| | | | | | | |
| 97 | R3-RW-2-22 | Rebate for not using motor grader / paver for laying of Granular Sub base in R3-RW-2.21. | -9.29 | **114.00** | Cum | **-1059** |
| | | | | | | |

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|---|---|---|---|---|---|---|
| 98 | R3-CS-CW-7-e | Providing and laying in position ready mixed design mix M-20 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying and the cost of centering, shuttering, finishing and excluding reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.The Mix design as per particular specfications shall be got approved by Engineer-in-Charge before execution of the item.The rate shall include cost of all specified materials and operations at all levels and heights, including the cost of centering, shuttering and and excluding reinforcement which shall be paid under relevant item.(Note :- Cement content considered in this item is @ 300 kg/cum as per IS 456 table showing minimum cement content. No extra will be paid nor any amount will recovered on account of variation of cement in mix design as per specifications for controlled concrete). | | | | |
| | | Columns, Pillars, Piers, Posts and Struts | 24.27 | **11568.00** | Cum | **280721** |
| | | | | | | |
| | | | **Sewerline Total** | | | **1424005** |

| Electrical | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| 99 | R3-ME-1-6-b | 125 Amp. 415V TPN Switchfuse unit with CRCA sheet steel powder coated enclosure with HRC fuses & switch links | 1.00 | 9594.00 | NOS | **₹ 9,594.00** |
| | | | | | | |
| 100 | R3-ME-1-9-b | 125A TPN with tinned copper bars of size 20 x 5 mm. | 1.00 | 4984.00 | Mtr. | **₹ 4,984.00** |
| | | | | | | |
| 101 | R3-ME-1-13-l | IP 42 Wall/column Mounted distribution board with one Nos of 32A 4P MCB and 4 Noss 32A DP MCB as outgoing (4 way TPN DB) | 1.00 | 10716.00 | No. | **₹ 10716** |
| | | | | | | |
| 102 | R3-ME-1-10-f | 3 nos. single core Cu PVC insulated flexible cable of 50 Sq.mm. for phases & 1 single core Cu PVC insulated flexible cable for Neutral of 25 Sq.mm for 125 Amp. TPNSS switch. | 20.00 | 3023.00 | Mtr. | **₹ 60,460.00** |
| | | | | | | |
| 103 | R3-ME-3-20-a | Point wiring by using FRLSH insulated copper conductors (alongwith same size of FRLSH insulated copper conductor for earthing & 3 plate ceiling rose) : PVC conduit concealed with modular switches & FRLSH wires. Light /Fan / Ex. fan Points Concealed Manner with Modular switches & FRLSH wires | 550.00 | 767.00 | Each Pt. | **₹ 421,850.00** |
| | | | | | | |
| 104 | R3-ME-3-20-b | 3/5 Pin Independent Plug (IP) Concealed Manner with Modular switches & FRLSH wires | 20.00 | 775.00 | Each Pt. | **₹ 15,500.00** |
| | | | | | | |
| 105 | R3-ME-3-20-c | 5A/6A - 3/5 Half Plug Concealed Manner with Modular switches & FRLSH wires | 25.00 | 232 | Each Pt. | **₹ 5,800.00** |
| | | | | | | |
| 106 | R3-ME-3-41-i | 15 / 5 A / 6 A Combined Power Plug Socket Point with Fuse and Indicating Lamp, One 15 Amp SP Switch in Casing-Caping | 15.00 | 1347.00 | Each Pt. | **₹ 20,205.00** |
| | | | | | | |
| 107 | R3-ME-3-21-b | 2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire in 20mm Conduit | 350.00 | 154.00 | Mtr | **₹ 53,900.00** |
| | | | | | | |
| 108 | R3-ME-4-34-a | LED Tubelight fixtures 1X 18W | 50.00 | 456.00 | Nos | **₹ 22,800.00** |

| | | | | | | |
|---|---|---|---|---|---|---|
| 109 | R3-ME-4-34-b | LED Tubelight fixtures 2X 18W | 15.00 | 915.00 | Nos | **₹ 13,725.00** |
| | | | | | | |
| 110 | R3-ME-4-15-a | S' type M.S. fan hook fabricated from suitable dia. M.S. rod duly painted for fixing of ceiling fan. The 'S' type hook shall be fixed to steel bar in RCC ceiling. The ceiling shall be replastered with sand, cement & neeru etc. The cost of labours for chipping out ceiling upto steel bar & fixing of 'S' hook & resurfacing the ceiling is included in the cost of item. | 25.00 | 238.00 | No. | **₹ 5,950.00** |
| | | | | | | |
| 111 | R3-ME-4-12-q | Wall mounting air circulator of 450mm sweep, 230 Volts,AC 50 Hz, oscillating type complete with all necessary accessories for completing installation. | 4.00 | 5026.00 | No. | **₹ 20,104.00** |
| | | | | | | |
| 112 | R3-ME-4-14-b | Storage type Horizontal / vertical water heater 5/6 Liters capacity on wall / loft as per specification. | 10.00 | 5188.00 | Nos | **₹ 51,880.00** |
| | | | | | | |
| 113 | R3-ME-4-34-e | LED Bulkhead fitting | 18.00 | 992.00 | No. | **₹ 17,856.00** |
| | | | | | | |
| 114 | R3-ME-4-12-h | Exhaust fan of 230mm sweep, 1400RPM, with 450 CFM free air delivery, AC 230V/415V , 50 Hz, single phase / three phase complete with all necessary accessories for completing installation as per specification. | 12.00 | 1751.00 | No. | **₹ 21,012.00** |
| 115 | R3-ME-7-1-c | Earthing station with 600 mm x 600 mm x 6 mm galvanised iron plate & 50 mm dia. G.I. pipe, 3000mm long GI pipe (Class B or better) earth pit as per IS 3043. The earth pit shall be provided with watering pipe (Class B) with wire messed funnel, 25x3 GI strip / 8 SWG GI wire up to chamber (wire or strip size as per fault level), disconnecting links with 600 x 600 mm (clear) RCC chamber & heavy duty 3mm thick CI chequered plate cover with hinge & stainless steel bolts. Bentonite/ Charcol & Salt shall be provided for earth pits. Excavation, backfilling, removal of excess soil is included in the scope. | 1.00 | 16475.00 | Nos | **₹ 16,475.00** |

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|---|---|---|---|---|---|---|
| 116 | R3-ME-7-4-l | Bare G.I. Conductor size 10 SWG | 100.00 | 6.00 | Mtr. | **₹ 600.00** |
| | | | | | | |
| 117 | R3-ME-1-30-b | Supply and fixing 20 mm thick Marine Ply Plank | 22.00 | 1813.00 | Sq. Mtr. | **₹ 39,886.00** |
| | | | | | | |
| 118 | R3-ME-12-9-u | SITC of 9 inch Rack | 3.00 | 7734 | NOS | **₹ 23,202.00** |
| | | | | | | |
| 119 | R3-ME-12-13-H | Supply, Installation, Testing & Commissioning of HD Digital Video : 16 AHD front-end real-time encoding, 2 audio inputs and 1 audio outputs, Simultaneous live viewing recording,playback, and remote , VGA, HDMI, PTZ, USB . 10/100Base-T Ethernet port for local or wide area network , RS485 serial port for serial Commissioning to control movable cameras, Keyboard support including loop through to other DVR's 16:9 and 4:3 monitor aspect | 8.00 | 34371 | NOS | **₹ 274,968.00** |
| | | | | | | |
| 120 | R3-ME-12-13-A | Dome type CCTV camera | 8.00 | 6015.00 | Each | **₹ 48,120.00** |
| | | | | | | |
| 121 | R3-ME-12-13-K | SITC of 6TB Storage (HDD) | 1.00 | 29345 | NOS | **₹ 29,345.00** |
| | | | | | | |
| | | | **Electrical work Total** | | | **₹ 11,88,932.00** |

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|---|---|---|---|---|---|---|
| **REINFORCEMENT** | | | | | | |
| 122 | R3-CS-CW-35-c | Providing and fixing in position steel bars reinforcement of various diameters for R.C.C. pile, pile caps, footings,raft,retaining wall,shear wall, lift wall,foundations, slabs, beams, columns, canopies,staircases, newels, chajjas, lintels, pardies,coping, fins, arches, etc. as per detailed designs,drawings and bar bending schedules,including straightening, cutting, bending, hooking the bars, binding with wires or tack welding, supporting as required etc. all complete at all levels. | | | | |
| | | Thermo-Mechanically Treated steel bars. (Fe 500 D) | | | | |
| | | Super structure (Plinth, first, terrace and headroom) (125kg per Cu.m) | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | . | UG tank (150Kg per Cu.m) | | | | |
| | | | 57.664 | **80080.00** | M.T. | **₹ 4,617,739.53** |

| | | |
|---|---|---|
| | **Reinforcement Total** | **₹ 4,617,739.53** |

**Miscellaneous**

| | | | | | | |
|---|---|---|---|---|---|---|
| 123 | SIC-M&E-SNVM-01 | Design, Installation, Testing, & Commissioning of Sanitary Napkin Vending Machine, Minimum capacity of 20 Nos, sanitary napkins. | 2.00 | 30744 | EACH | **₹ 61,488.00** |
| | | | | | | |
| 124 | SIC-M&E-SNBM-02 | Design, Installation, Testing, & Commissioning of Sanitary Napkin burning Machine (incinerator), Minimum capacity of 100 Nos, sanitory napkins. | 4.00 | 34530 | EACH | **₹ 138,120.00** |
| | | | | | | |
| 125 | SIC-M&E-SN-03 | Supply of Sanitary napkin | 500.00 | 4.8 | EACH | **₹ 2,400.00** |
| | | | | | | |
| 126 | SIC-M&E-MC-04 | Supply of Metallic Coin | 500.00 | 2.23 | EACH | **₹ 1,115.00** |
| | | | | | | |
| 127 | SBM-BS-12.15 | Supply, Installation, Testing of universal intel atom n2800, clock frenquency 1.86 GHZ public address system machine as per instruction of engineer incharge. | 12.00 | 15745 | EACH | **₹ 188,940.00** |
| | | | | | | |
| 128 | SSP-MT-VM-01 | Additional on site comphrehesnsive maintainance of sanitary napkin incinerator for 2 years post warranty period inclusive of cost. | 12.00 | 3500 | EACH | **₹ 42,000.00** |
| | | | | | | |
| 129 | SSP-MT-IM-01 | Additional on site comphrehesnsive maintainance of sanitary napkin incinerator for 2 years post warranty period inclusive of cost. | 12.00 | 4600 | EACH | **₹ 55,200.00** |
| | | | | | | |
| | | | | | | |
| 130 | R2-SBM-10 | Procuring metered water connection from HE Deptt and laying water lines from water main to suction tank including all other accessories, fittings, bends and including all other charges, fees, reinstatement charges (including security deposit) etc complete. | 1.00 | 60000.00 | Each | **₹ 60,000.00** |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 131 | R2-SBM-11 | Procuring power connection from concerned Authorities including laying of cables, providing meter and including other charges etc, complete. | 1.00 | 18000.00 | Each | **₹ 18,000.00** |
| 132 | R3-SBM-12-8 | P&L additional length for water connection in the name of designated agency as intimated | 100.00 | 1752.00 | Rmt | **₹ 175,200.00** |
| 133 | BM-FA-19-PL-01 | supply , instalation & testing of electronic high speed hand dryer (Heavy duty) having material steel 304,mirror finished or equvivalant approved make | 4.00 | 9868.00 | Each | **₹ 39,472.00** |
| | | | | | | |
| 134 | CES-18-024-FA-65 | GRC name plate of required hight and thickness BMC logo on both side | 2.00 | 42267.00 | Rmt | **₹ 84,534.00** |
| | | | | | | |
| 135 | R3-ME-4-20-B | standered large industrial type fly killer with m s body | 4.00 | 3701.00 | Each | **₹ 14,804.00** |
| | | | | | | |
| 136 | R3-ME-6-2-d | submercible pump 2 H.P | 2.00 | 15963.00 | Each | **₹ 31,926.00** |

| | |
|---|---|
| **Miscellaneous Total** | **₹ 913,199.00** |
| **TOTAL** | **4,19,89,611/-** |

# PREAMBLE

**1. GENERAL:**

1.1. The quantities set-forth in the Bill of Quantities are approximate only and are intended to represent the character of the work to be carried out and are given to provide a common basis for tendering. There is no guarantee to the Contractor that he will be required to carry out the quantities of work indicated under any one particular item or group of items in the Bill of Quantities, though on the Contract as a whole the quantities represent a fair overall estimate of the quantity of work to be carried out. A The rate payable shall be only tendered rates without any extra payment.

1.2. Specifications for the various items are indicated in the tender. Without prejudice to these specifications, in case of any contradictions or in case of any omissions, the provisions in the relevant specifications in the concerned Indian Standards shall prevail.

**2. RATES AND PRICES (GENERAL):**

**2.1. Rates quoted by the Contractor shall allow for**

- All materials, testing of materials
- All labour, supervision
- All tools, plant, necessary machinery, equipment, etc.
- All taxes, levied by State / Central Government i.e other than GST.
- Shuttering, centring and scaffolding including propping, etc. as required including their transport to site loading, unloading, storage and carriage to the required locations.
- Removal of debris comprising dismantled materials like concrete, plaster, brick bats, all surplus construction materials, tools, plant, etc. outside the Employer's premises.
- Any cost for arranging for any permission, etc.
- Monthly photographic record of progress of works. Photographs to be taken as directed by Engineer.

**2.2.** The rates quoted by the tenderer shall be inclusive of all the taxes levied by State/Central Govt. and/or any other authorities other than **Goods and Services Tax (GST), etc**.

**3. METHOD OF MEASUREMENT:**

**3.1. Civil Works**

3.1.1 Unless stated otherwise, quantities shall be measured in accordance with the relevant parts of IS l200, "Method of Measurement of Building and Civil

Works" and are net as they are finished and fixed in the Works notwithstanding any general or local custom except where otherwise specifically described or prescribed in the Contract.

3.1.2 In the event of any discrepancy noted in the methods prescribed in the Contract, the same shall be pointed out by the Contractor prior to executing the item for the decision of the **Engineer.**

3.1.3 Waterproofing –

The actual net area in plan covered by the treatment shall be measured (No vatas shall be measured separately).

3.1.4 Water proof cement paint. The actual plastered area shall be measured for payment, no

allowance for girth shall be paid.

3.1.5 Earth work - PCC lines shall be measured for payments; no work space shall be considered for payment.

## NOTE ON BILL OF QUANTITIES

1. It is specifically to be noted and understood by the tenderer that rates that would be quoted by him against all relevant items in different section of the Bill of Quantities shall be inclusive of following –

- All Architectural/structural design and drawing ,materials, labour, plant, machinery, tools, tackles, etc.
- Insurance of the Work
- Costs for water (if not available in BMC's source) & power required for the construction & getting connection for the same
- All prevailing taxes other than Good and Services Tax (GST)
- Testing of material as per IS.
- Re-handlings of material due to site constraints/space of storage, running school activities, removing of sundry item required for completion of items.

2. Preferred make/ List of Material:

   Tenderers quoted rates shall be based on preferred makes/ List of material as indicated in "BMC Schedule OF Rates and tender document.

3. Scheme for execution: The tenderer should append the scheme for execution considering site constraints e.g. storage of materials, working hours since Works is to be done in an area which has occupied by public activities.

4. Record keeping of re-fixing / disposing of material:

   The Contractor should keep re-fixing material in safe custody and should maintain upto date record of material removed / re-fixed & handed over to

the B.M.C. All usable material shall be used after approval of the Engineer. For disposal of scrap prior approval of Engineer will be obtained.

5. Contractor's All Risk Insurance Policy (CAR Policy): The above policy should include Third Party Insurance and shall also submit Workmen's Compensation Insurance for the Contract period as per prevailing rules.

## Location Plans/ Basic Drawings

## ATTACHED SEPERATLY IN VOL-II

# ATTACHED SEPERATELY

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# SECTION 10

# GENERAL CONDITIONS OF CONTRACT

**Note:** **Standard General Conditions of contract for construction work is uploaded on BMC portal http://portal.mcgm.gov.in**

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# GENERAL CONDITIONS OF CONTRACT

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

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# SECTION 11

# SPECIAL CONDITIONS OF CONTRACT

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**A) Site Chowky:**

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

**A)** The contractor shall obtain necessary permission from the concerned Dy.Ch.E(SSP) for the site within the premises.

B) The contractors shall provide following:-

1. The chowkies of at least two windows for proper ventilation & Air conditioning installation.
2. It should have toilet facility.
3. This chowky should be equipped with electric supply, Fans, sufficiently big tables, chairs, water filter and cupboard with locking arrangement etc.
4. One latest Gen intel i3 or advanced Computer/ Laptop with a printer for day to day work of B.M.C. / Contractors/PMC's staff.

The Site chowky will have to be removed from the site, leaving the site clear of all material within the period of thirty days from the date of completion of work. In case of failure to do so, the chowky will be demolished without any intimation to the contractor at their risk and cost and no request for compensation will be entertained. If chowky with necessary requirements is not provided within 30 days from the receipt of work order, a penalty of Rs.1500/- per day will be imposed.

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

**B) Setting of Site Laboratories (For New Works):**

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

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

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

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

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

**C) Tax:**

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

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

**D) Penalty:**

The Engineer not below the rank of Assistant Engineer is entitled to impose a penal-ty of Rs.5000/- per day/lapse/site work space, in accordance to the gravity of de-fault communicated in writing. Penalty amount will be recovered from contractors running bill. This penalty is over and above Penalty mentioned under G.C.C. 2016. If it is observed that, the contractor carrying out the work fails to comply with the in-structions given by the authorities of the Ch.E. (SWM)/DMC(SWM)/A.M.C. / M.C.'s level, MCGM Authorities reserves the right to terminate the contract and work will be carried out at the risk and cost of the contractor and penal action will be taken against them.

**NOTE: -** This decision will not be arbitrarily at all.

All the excavated material belongs to the Brihanmumbai Municipal Corporation and therefore shall be the property of Brihanmumbai Municipal Corporation. It will be mandatory on the part of contractor to use this material in the execution of works under the instant contract or on any other sites of other contracts of BMC as directed by the Engineer; if the quality of material is as per the specification. If any excavated mate-rial is used on construction sites then the remainder surplus earth OR if no excavat-ed material is utilized on Municipal works then the entire surplus excavated earth/any material including de-silted material shall be removed /transported from

sites by the contractor within 24 hours; for which no separate payment will be made. The contractors shall make his own arrangements for removal/ transporta-tion/disposal of excavated surplus earth or any other material at his own risk and cost. It shall be distinctly noted that BMC will not make any payment towards re-moval/transportation/disposal of surplus excavated earth or any other material in-cluding de-silted material from construction site to the contractor's own dumping facility.The contractors shall take into account the fact while quoting. "The circular regarding
Waste management Rules 2016 vide under no. MGC/F/7076 dated 30.08.2018 & Circular u/no. Dy.Ch.E./SWM/3957 dtd. 28.09.2018 will be applicable to this tender."

**E) Tax:-**

- Contractor has to submit a certificate from Charted Accountant within 6 months from issue of work order regarding any profit accrued to him to any change in GST rates.
- Till such certificate given by contractor 5% of the bill amount shall be with-held. On receipt of the CA's certificate BMC will adjust the amount in accord-ance with GST anti profiting measure and refund the balance amount. The contractor will have to submit CA's certificate before final bill also.
- ~~GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.~~
- ~~Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.~~
- The tenderer shall quote inclusive of all taxes other than GST (**Excluding GST**), Levies, Duties, Cessetc as applicable at the time of bid submission. GST as appli-cable 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 Exemp-tions shall be passed on to the BMC by way of equivalent reduction in quoted price.
- Tenderer has to submit irrevocable Undertaking on Rs. 500/- stamp paper as per Annexure– E as per circular no. CA/F/ Project/19 dated 15.09.2017.

~~Rates accepted by BMC shall hold good till completion of work and no addi-tional claim shall be admissible on account of fluctuations in market rates; in-crease in taxes/any other levies/tolls etc. except that payment/recovery for~~

~~overall market situation shall be made as per Price Variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executes as per tender, i.e any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of GST act.~~

Any change in GST, after submission of bid shall be applicable as per BMC's prevailing GST guidelines in force.

The above mentioned condition will be in addition to the relevant condition in the Gen-eral Condition of contract (GCC) regarding cancellation of contract in full or partly final decision of disputes, difference of claims raised by the contractor or relating to any mat-ter out of contract.

# SECTION 12

# SPECIAL DIRECTIONS TO THE TENDERER

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# SPECIAL DIRECTIONS TO THE TENDERER

1. Tenderers are requested to visit the site and verify the site conditions, nature and quantum of work before submitting the tenders.
2. The tender will be accepted only on the percentage basis; otherwise the tender will be straight away rejected.
3. The successful tenderer will have to execute a written contract on the standard form of contract.
4. The tender may be considered incomplete, irregular and invalid unless:

**i)** It is signed by the proprietor, named managing partner or all partners or by the party or parties stating specifically their position and status at the following three places:

   a) The printed undertaking addressed to the Municipal Commissioner is given.
   b) The schedule of quantities and rates and specifications.
   c) The authority letter from the manufacturer /agent / traders have submitted the tender, is produced. The names and address of all the partners are given in the space provided therefore.

5. The amount quoted shall include for provision of all necessary labour, plant, equipment, scaffolding, centering and applicable GST, etc.
6. **Subcontracting**

   **Subletting will not be allowed for this project.**
7. **Addition / alteration**

   Any addition / alteration / omission required for any work shall be carried out only after obtaining prior approval of the Engineer in writing.
8. The Municipal Commissioner does not bind himself to accept the lowest or any tender.
9. The tenderer shall indemnify and keep indemnified the MCGM against all damages or compensation payable by law in respect or in consequence, if any, accident or injury to any workman or any other person, women in employment of the contractor or any other sub-contractor against all claims.
10. Income-tax Clearance Certificate in original shall be submitted as and when demanded.
11. The rates quoted shall include the cost of any small part essential for the proper execution of the work, if it remained to be included in the specification of the main items (for item rate needs modification) or in the description of items in schedule.
12. Tenderer / contractor shall note that first class quality of material and workmanship is expected.

13. The materials used shall conform to the related ISI specifications (Bureau of Indian Standards) as well as BMC specified specification wherever applicable. Directives of the Engineer concerned will be binding.
14. Necessary soil investigation shall be conducted / carried out by the bidder and copy of the detailed soil investigation report shall be submitted to PMC and one copy of the report in the office of the SSP (SWM) office. The cost of the soil investigation work shall be borne by the bidder and NO extra payment will be made for the soil investigation work.
15. All construction material shall be got tested time to time from the Municipal laboratory / approved Govt. registered laboratory. The testing charges will be borne by the contractors/bidders. The Circular issued by Vigilance department from time to time shall be applicable.
16. The excavated material, unserviceable material, debris from demolished site shall be transported/removed immediately from site for which the Dumping ground will not be provided by BMC. Bidders will have to make their own arrangement for removing and transporting the excavated material, unserviceable material, debris from demolished site to the dumping ground at their own cost. No extra payment will be made to the bidders / contractors for the same. No royalty for excavation and transportation will be paid. Therefore, bidders/tenderers are to note above facts and quote accordingly.
17. Wherever rock is met with, no extra payment will be made for excavation in rock/hard strata etc. Bidder/tenderer is to take note of this fact and quote accordingly.
18. Prevailing rules, regulations, guidelines such as child labour, Minimum Wage Act, insurance etc. as applicable for civil works being executed in BMC shall be applicable for this work.
19. The contractor shall barricade/fence and provide lighting arrangement to the excavated trench properly and to be vigil and maintained till the completion of plinth of Toilet Block. The Contractor shall take utmost care to avoid any mishap on site. If the proper barricading/ any irregularity in barricading the trench is found on site, penalty of Rs.25000/- will be levied on contractor. The contractor shall barricade site immediately failing which further penalty of Rs.10000/- per day will be levied till the compliance. Any mishap due to such lapse during this course is entire responsibility of contractors
20. The contractor can utilize the excavated material for back filling.
21. In case of sewer line connection, necessary permission from S.O. deptt and SSP department shall be obtained by the Contractor. All the trenches taken for laying of sewer line connection, Water service connection, Electrical connection or any other trench shall be properly reinstated by the contractor as per the

latest trench policy/Guideline without any additional cost. Bidder shall take note of this while quoting the tender.

22. Water connection for toilet block shall be obtained from concerned Ward A.E. (Water Works) as per BOQ of water connection.
23. In the case of scarcity of water or if water main is not available in vicinity, approval of DMC (SWM) shall be obtained for carrying out bore-well work. The bore well shall be carried out with prior permission from concerned A.E. (water works) & If Bore-Well is provided then water connection will not be provided for same toilet block.
24. Electric connection for toilet block shall be obtained from concerned service provider and as per BOQ of electric connection.
25. The work of water proofing, plastering, tiling shall be carried out with use of Portland pozzolona cement with rebate of Rs. 2 per bag against use of OPC. Since the structure is to be constructed with M30 only if the structural consultant permits use of PPC in structural members can be considered by engineer in charge. A Rebate of Rs.2.00/-per bag will be taken in the bill.
26. Use of suitable admixtures to prevent corrosion in water tank and Septic tank is recommended. The structural engineer in consultation with Engineer in charge can decide appropriate admixture.
27. The stability certificates issued will be supported by technical backups like S.B.C. material testing reports etc.
28. The contract period is including period required for mobilization, procurement of material, traffic permission, NOC from Land owning authorities for works, also other required permission viz. erection of site office etc. and shall be reckoned from the date of issue of work order.
29. All material required for the work can be stacked near the site of work in such manner so as not to cause any inconvenience to the pedestrian and vehicular traffic. If no space is available on site then tenderer(s) shall make his own arrangement for stacking of material etc. No extra payment will be made on this account.
30. BARRICADING: It will be entirely responsibility of the contractor to provide and install secure barricades on work sites; wholly at his risk and cost. Installing secure and continuous barricading is to ensure the safety of the road users/residents of vicinity etc. For all the excavations having depth more than one foot; exclusively metro barricades shall be provided. Due to non-installation of barricades or due to inadequate installation of barricades on sites; if any accident occurs on site leading to injury or loss of life; then the contractors and contractor's engineer will be liable for consequent action. Details of the work shall be prominently displayed in central panel of the barricades in following format Name of work Contract Cost

Date of starting Time Period

Contractors Engineer Name Mobile Number

NOTE: Barricades shall be provided as per guidelines in circular u/no.MGC/F/6342 dt.5th May 2018, Tenderers shall quote accordingly.

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

32. **PENALTY CLAUSES:-**

a. The Engineer not below the rank of Assistant Engineer is entitled to impose a penalty of Rs. 5000/- per day for each defective work/lapse, disobedience of orders of the officer not below the rank of Site Engi-neer. Penalty amount will be recovered from contractors running bill.

b. If it is observed that, the Tenderer(s) carrying out the work fails to comply with the instructions given by the authorities at the A.M.C./M.C.'s level during execution of work twice, the work will be terminated and will be carried out at the risk and cost of the Tender-er(s) and penal action will be taken against them. This decision will not be arbitrable at all.

c. The above mentioned condition will be in addition to the provision of relevant condition in the General Condition of contract.

d. The stacked surplus excavated materials shall be removed immediate-ly, failing which a penalty of Rs.5000/- per day per spot will be im-posed.

e. The dumpers carrying the surplus excavated/Demolished material shall be covered with Tarpaulin sheets during transportation in ac-cordance with MSW 2000 rules and no separate payment shall be made for the same. If the tarpaulin cover is not provided on vehicle or is torn out or small one, a penalty of Rs.5000/- per trip for that vehicle will be imposed.

f. All the vehicles transporting surplus excavated/ Demolished material, earth, rock etc to dumping ground shall be provided with a board showing "On Municipal Duty". If the board showing that the vehicle is "On Municipal Duty", is not provided a penalty of Rs.1000/- will be imposed for per vehicle per trip.

g. The contractor shall have to take photographs. Failure to abide this condition, a Penalty of Rs. 1000/- per photograph copy will be recov-ered from the contractor's bill

h. Tenderer(s) are requested to take cognizance of the child labour act and to take precaution not to deploy child labourers on the work. If child labourers are found deployed on the work, a penalty of Rs. 5,000/- on the spot will be imposed on the defaulting contractor and further ac-tion as deemed fit will be taken.

i. If the site office with the necessary requirements is not provided within 15 days from the receipt of work order, penalty of Rs.2000/- per day will be imposed.

j. The contractors shall provide proper safety gears to their staff, labors. Failure to provide safety gears as per above clause a penalty of Rs.1000/- per labour per day shall be imposed. The contractor will be fully responsible towards the safety of staff and labor for the entire Contract period.

k. The Tenderer(s) shall implement anti-malarial measures for each site during execution of works in case of failure to implement above measures a penalty of Rs.5000/- per day per personnel shall be im-posed.

33. The tenderer / contractor will have to make good, without any extra payment any damage or loss to the Municipal property / private property while executing the work.

    a) General conditions of Contract for civil works w.e.f. 15.10.2016 (as amended up to date) and electrical / mechanical ( not amended ) as amended up to date shall be applicable to the work unless the same are contradictory to any of the conditions stated in the 'special directions / special conditions' to the tenderers.

34. The tenderer shall not withdraw the offer until notice of non-acceptance is communicated to him or one hundred Eighty days after the date of tender, whichever is earlier.

35. Web Connectivity:. Web connectivity in site office shall have minimum 1 MBPS Internet speed & 100% availability. Software should be intelligent. In case of connectivity failure it should maintain the pending files and send them as soon

as it is connected. The Tenderer(s) shall make sure that the entire software and hardware solution is virus free.

36. Quantities of all items provided in the B.O.Q. may not be required to be executed depending upon site conditions. BMC reserves right to make any changes in scope of work / reduction of part or whole work. The tenderer shall not be entitled to claim any damages/compensation etc. for less quantity executed or cancellation of whole work or part thereof.
37. Tenderer(s) shall pay building & other building worker welfare Cess @ 1% of construction cost as per Maharashtra State building & other building welfare Cess act 1996 to the BMC in consultation with C.A. (Finance).
    a) If the contractor engages any machinery for collecting, carrying for lift-ing the silt from the Proposed work and if any damage appears to any structure belongings to anybody due to impact of machines or due to any reasons the contractors will have to make good or such damages without any extra cost to BMC
38. Since the work under reference is time bound the work will have to be carried out beyond the normal specified working hours. (10.00 am to 5.00 pm) the tenderer(s) should make specific provisions for this contingency.
39. The successful tenderer(s) shall provide lorries/dumpers & machineries as per prevailing norms of Mumbai RTO dept.
40. All the necessary precautions, safety measures etc. for the contractor's staff at the work site shall be the responsibility of the successful tenderer(s). The successful tenderer(s) shall also be liable for any injury to the life & damage to private, municipal or government properties if any caused by them during the operations connected with this work. In this if any legal issues arise in any term the contractors will be solely responsible for such kind of legal issues/disputes and BMC will not be a party in this matter.
41. All the tenderer(s) are advised to visit the site of work so as to ascertain the scope of work required for effective execution of work & also to ascertain difficulties of accesses/approach road, traffic restrictions etc.
42. The tenderer(s) shall carry out the entrusted work as per BOQ and specification meticulously.
43. The tenderer(s) quoting/bidding for more than one work with respect to e-tender notice and intends to pay A.S.D. as specified in the tender then the tenderer(s) shall pay separate A.S.D. for each bid online before end date and time of bid submission. In case the A.S.D. submitted is more than the percentage quoted by the bidder, then the percentage quoted shall prevail.
44. For the purpose of working out current level of values for turnover, following multiplying factor shall be used:-

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

45. Cost of Tendering-The tenderer(s) shall bear all costs associated with the preparation, submission and uploading of his Tender, and the BMC will in no case be responsible and liable for those costs.

46. Minimum 2 security guards round the clock shall be provided on every worksite. A penalty of Rs 500/- per security guard per shift will be levied if the same is not provided.
47. The per cent above or below quoted in this schedule shall hold good for all works done under this contract without reference to location of works or quantities.
48. The contractors are particularly directed to observe from the specifications what is to be included in the rates for the several portions of the works and frame all their per cent above or below accordingly.
49. After completing the work, completion plan shall be sent to the Executive Engineer of the respective ward & after verification & acceptance, the whole of the work should be handed over to respective ward. A copy of the memo acknowledging the taking over of the work should be handed over to the Ex-Engineer with copy to PMC appointed by BMC in charge of the work.
50. In respect of Filling in trenches with Municipal earth materials etc. in layers not exceeding 25cm. in loose thickness, watering etc. compacting by means of plate vibrator or a power roller to a depth not exceeding 2m. etc. complete as per New Road Specifications / trench guidelines effective from 01.02.2015.
51. A. Information regarding Classes –

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

| Class | Upper Limit of Tendering (Rs.in Lakhs) | Minimum Solvency (Rs.in Lakhs) |
|---|---|---|
| | | |
| I(A) | Without Limit | 150 |
| I(B) | 2500 | 150 |
| I(C) | 1500 | 150 |
| II | 750 | 75 |
| III | 300 | 30 |

| | | |
|---|---|---|
| IV | 150 | 15 |
| IV(A) | 90 | 09 |
| V | 50 | 05 |
| V(A) | 30 | 03 |
| VI | 15 | 02 |
| VII | 07 | 01 |
| VIII | 03 | 0.5 |
| IX | 02 | 0.25 |

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

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

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

52. A responsive tender is one, which confirms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation a material deviation or reservation is one-

    a) Which affects in any way the scope, quality or Performance of the work.

    b) Which limits in any way, the employer's rights or the tenderer(s) obligation under the contract and inconsistent with tendering documents.

    c) Whose rectification would affect unfairly the competitive position of other tenderer(s) presenting responsive tenders.

53. **Dumping Grounds** – Mention of the Municipal dumping sites in tender document does not cast any responsibility upon BMC to make the same available to successful bidder. It all depends on availability of the dumping

grounds. BMC does not claim to make the Municipal dumping sites available to the successful contractor.

a) BMC does not assume any responsibility for providing sites for dump-ing ground for removal and transportation of surplus excavated earth material. In the event of Municipal dumping ground not available; the successful bidder shall have to make his own suitable arrangements for disposal of excavated surplus earth/ material / sludge material at his own risk and cost.

b) "BMC will not make any payment towards transportation/ removal/ disposal of excavated surplus earth/ demolished material / sludge material from construction site to either Municipal dumping ground (if available) or contractors own dumping facility. Contractors shall quote accordingly".

c) Nevertheless, BMC reserves its rights to use surplus excavated materi-als for its own use anywhere in BMC limits and the contractor will have to dump the material at any sites as decided and directed by the engineer in charge; no extra payment will be made on this account.

54. Tenderers shall have to follow the New Guidelines & Modalities for execution of Engineering Works circulated by Ch.E.(Vigilance) department u/no. ChE/Vig /1581/B dated 21.09.2016.

55. The sequence of work shall be as approved and directed by the Engineer before starting the work. The contractor shall submit his phase programme of carrying out the work for approval of the Engineer. Work shall be carried out as per priority fixed by the Engineer.
56. The water supply to the user department shall not be disturbed during execution of the work. Contractor shall make alternate arrangement for providing equivalent capacity tank to restore water supply at their own cost.
57. Contractor will have to make their own arrangement for getting the electric supply on site for fabrication and allied works at their own cost failing which penalty of Rs. 2000/- per day will be imposed.
58. The contractor shall intimate the concerned authorities before starting the work and execute the work as per priority fixed by the Engineer. The inventory of serviceable and unserviceable material shall be taken jointly with Engineer representative before dismantling.
59. Wherever and whenever necessary as directed by the Engineer, the unserviceable materials will have to be removed from the site to any location as directed by the Engineer within the time period as directed, unless otherwise not specified in BOQ.

60. No separate payment will be made for dewatering the water seepage in the trenches and foundation pits opened while executing excavation and other foundation works. The possibility of high water table should be kept in mind while quoting the rates.
61. While excavating the trenches for foundation utmost care shall be taken that the foundation of adjoining structures will not be disturbed. If done, the same will be rectified by the contractor at his own cost to the satisfaction of the Engineer.
62. The tenderer / contractor will have to make adequate shielding arrangement by putting necessary hoardings, screen or gunny bags, etc. so as to avoid any accident or nuisance to the occupants (Operator of facility / neighbourhood) during the work without any extra payment.
63. After completion of the waterproofing work, the leakage test shall be carried out after impounding the water and plugging the openings at least for ten days, without any extra cost.
64. For New Constructions / Reconstruction works, the Plumbing and sanitary works will have to carried out through licensed plumber as per drawings and as directed by the Engineer.
65. Notwithstanding the source, the sand shall be washed by using sand washing machine, before use.
66. Reinforcement bars shall be purchased either from such manufacturers who manufacture the steel with the basic process or their authorized dealers. Original manufacturer's test certificate shall be insisted. Test certificate in photocopy or other form will not be accepted. Reinforcement bars shall be embossed with manufacturers name in the form of half embossed and half printed. Engineer's decision regarding make of the steel will be final and binding on the contractors.
67. The centering shall be insisted only in double stage self-supporting steel scaffolding and M S pipe adjustable props for which no extra payment will be made.
68. Dy. Ch. EnggSSP(SWM) Project reserves the right to delete any item, alter / reduce the scope of the work, no extra claim in this respect will be allowed.
69. In case of any discrepancy between the plans and B.O.Q items, items to be operated shall be decided by the Engineer and the same shall be binding on the contractors without paying any extra cost.
70. The propping shall be done to the existing structure wherever necessary before taking up the repair or re-construction or demolition works. All the safety measures for structures/workers/supervisors/machineries shall be taken by the contractor at his own cost, if no provision is made in the BOQ.

71. While carrying out any works, contractor shall take adequate care / safety measures to prevent any accident as per clause 31 above without any extra cost.
72. Staircase / lift will not be allowed for transport of materials and contractor will have to provide mechanical lift or pulley at their own cost. No extra payment will be made for this arrangement.
73. The contractor shall take photographs of the work at site before commencing, during execution and after completion of work, as directed and submit the same.
74. If directed by the Engineer, the contractor shall have to arrange to carry out the work during night time also as per urgency of the work, at no extra cost.
75. After completion of the proposed work, the tenderer / contractor will have to hand over the site in neat and clean condition for which no extra payment will be made.
76. In case of any discrepancy, the Engineer's decision shall be final and binding on the contractors.
77. B.M.C. has appointed Architectural and RCC Consultants (herein referred as Project Management Consultant) for comprehensive architectural and RCC services for above said project. Contractors shall have to co-ordinate with the
    P.M.C. or their representative or all consultants appointed by the P.M.C. for above work. He shall follow up the matter with them. Whenever and wherever necessary for the smooth / speedy execution of the work in the best possible manner.
78. All the excavated material belongs to the BrihanMumbai Municipal Corporation and therefore shall be the property of Municipal Corporation of BrihanMumbai. It will be mandatory on the part of contractor to use this material in the execution of works under the instant contract or on any other sites of other contracts of BMC as directed by the Engineer; if the quality of material is as per the specification. If any excavated material is used on construction sites then the remainder surplus earth OR if no excavated material is utilized on Municipal works then the entire surplus excavated earth / material including de-silted material shall be removed / transported from sites by the contractor within 24 hours; for which no separate payment will be made. The contractors shall make his own arrangements for removal / transportation / disposal of excavated surplus earth at his own risk and cost. It shall be distinctly noted that BMC will ot make any payment towards removal
    / transportation / disposal of surplus excavated earth including desilted material from construction site to either any Municipal dumping ground (If made available) or to contractors own dumping facility. The contractors shall take into account the fact while quoting.

79. The Tenderer(s) should note that during the execution of the work, debris etc, dumped on the public streets / places will have to be removed immediately after completion of the works or part thereof as per direction of the Engineer failing which the same will be got removed at their risk and cost.
80. On Completion of the work, the contractors shall furnish free of cost 5 sets of final completion "As Built" canvas mounted Architectural and structural drawing (to the scale) drawings in AutoCAD along with the soft copy in CD, showing all the details checked and signed by the Engineer within 2 months of completion of works. The payment of final bill shall be made to the contractors after receipt of above sets. In case the contractors fail to submit the completion drawings, the same shall be got done through outside agency and cost of the same shall be recovered from the Tenderer(s) along with the penalty of Rs. 5,000/- per set of drawing.
81. Looking to the water supply requirements, the tenderer may be required to provide quite a large number of Polyethylene Plastic water storage tanks including required fittings as directed by the Engineer. No extra cost for this shall be paid.
82. With the approval of the Engineer on site, mixing of concrete (instead of Ready Mix Concrete) may be allowed only in rare cases when the total quantity of Reinforced Cement Concrete / Cement Concrete does not exceed 5.0 $m^3$ on that particular day. However, in such cases, the concrete shall be as per mix design and machine mixed.
83. To be required Bill of quantities is predominantly based on Rate analysis for specialized repairs and new works based on market rates, prevailing schedule USOR 2018 and FAIR items -2018 uploaded on SAP for Civil Works & Electrical works including applicable GST. Tenderers to take this point into consideration and quote accordingly.
84. Tenderers are requested to visit the site and verify the site conditions, nature and quantum of work before submitting the tenders.
85. The Contractor shall have to co-ordinate with / and provide all necessary facilities to; all other contractors appointed by MCGM as may be necessary from time to time for any works related to the property / in the property.
86. All Insurances to be effected on behalf of the Corporation by the contractors shall be taken out from the Director of Insurance, Maharashtra State, GrihNirmanBhavan (MHADA), $1^{st}$ floor, Room 264, Opp. Kala Nagar, Bandra, Mumbai 400 051. In case the insurance cover is not offered by Maharashtra State Insurance Fund, then that cover shall be taken out from the insurance company/companies approved by them.
87. If it is observed that, contractor carrying out the work fail to comply with the instructions given by the AMC/ Hon'ble MC during execution of work twice,

the work shall be deemed to have been terminated and will be carried out at the risk & cost of the Contractors and penal action will be taken against them. This decision shall not be arbitrable at all.

88. The above condition will be in addition to the relevant conditions in General conditions in General Condition of Contract regarding cancellation of full or part of the work, finality of the decisions on the disputes, differences or claims raised by the Contractors relating to any matter arising out of the contract.
89. It is mandatory for the Contractors to open a Bank Account in the Bank as mentioned in the list of approved banks in section-16 of SBD. All payments under the contract will be made only on this Bank Account through Electronic System.
90. The Contractor shall supply the adequate number of labours for shifting of furniture's / benches / boards / cupboards etc. as and when required for carrying out the repairs / re-construction works for which no extra payment will be made.
91. Contractor / tenderer has to make the sufficient arrangement to provide tarpaulin and fixing the same in the position (internal & / or externally) to avoid the nuisance of leakages / rainwater free of cost during the course of repair to building.
92. Photographic monthly progress report in the prescribed Performa shall be submitted through the consultant before 2$^{nd}$ day of every month. The photograph should be taken before and after the work, failing which penalty as per SGCC-2016 will be imposed.
93. Revision in BOQ or Scope of work will be allowed as per MCGM circulars only.
94. In any case material is provided by BMC, rebate for material will be taken with respect to USOR/rate analysis etc. The amount of rebate will be deducted from contractor R.A bill irrespective of contractor percentage. In case of extra/excess item, the additional rebate amount will be deducted proportionately.
95. The Prior approval of the competent authority mentioned in the statement accompanying with circular no. Dir./E.S.& P/324 dtd. 15.07.2015&No.CA(F)/Project/31 Dt. 26.10.2020 is mandatory for the extra/excess work or variation as mentioned. However, if quantity of excess items executed in the work is less than 5% prior /post facto approval of competent authority shall obtained.
96. The conditions in permeable to bill of quantities that even though the quantities are likely to change substantially during execution , Rate shall be only tender rates without any extra payment.
97. Noise level shall be maintained within permissible limits in silent zone areas during the construction activities by contractor as per the notification dated

14/02/2000 issued by Ministry of Environment and Forest and circular issued by MCGM under no. CE/PD/7738/1 dated 05/11/2008.

98. The Electrical Mechanical work shall be got carried out by the civil contractors from the contractors registered with M.C.G.M. in Electrical Category. Information about the registered contractors shall be obtained from the office of the Ch.E. (M&E)/E.E. (Monitoring & Registration Cell). Attested copy of the valid registration certificate in Electrical Category shall be submitted along with the tender without fail.
99. The tenderer(s) shall own equipment in full working order and single in number as listed below, and must demonstrate that based on known commitments, they will be available for timely used in the proposed contract. Equipment should contain Mortar mixer, sand washing machine, vibrators, concrete mixture (non-tilting) and compressive strength testing machine, etc.
100. Contractor shall provide one new latest branded Laptop/Desktop Computer with printer to the Site / PMC/BMC staff to maintain and preserve the site records.
101. For all New Construction & Reconstruction works Cement Concrete works covered under the scope of this tender, only READY MIX CONCRETE shall be used, if the quantum of concreting at a single time is 5cu.m or more. Specific permission from Engineer should be obtained for all Cement concrete works other than READY MIX CONCRETE.
102. Following condition to be incorporated as a tender condition in the prospective works in the matter of terrace water proofing as well as the work of repairs such as removing and re-fixing door and windows.

    For RCC works defect liability period shall be 60 Months.

    120 months after completion of individual toilet block against leakages for waterproofing for terrace slab, sunction tank, septic tank and toilet block and undertaking for the guarantee of waterproofing for the period of 10 years will have to be submitted by the contractor at the time of handing over of the toilet block.

a) The defect liability for the work of removing/re-fixing of doors/windows and all other such works adjacent to structural members and involving tampering with structural members will be of 5 (five) years and damage caused to the structural members,wall etc. of the building around said door/windows or all other such works should be rectified by the contractor during said defect liability period.

103. Tenderer(s) are requested to submit and upload the tenders in time on or before the stipulated day so as to avoid rush at the closing hours. BMC will not be responsible for poor connectivity of network/Internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator(BMC) within

stipulated time limit, BMC will not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by bidder/Contractors or sent to bidder/Contractors, if not received or bounced back at the receiving end due to any problem in server or connectivity, BMC will not be held responsible. Intimations about shortfalls in submission will be informed to Bidder/Contractors by e mail on their e mail address.

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

a) I$^{st}$ Appeal by the bidder against the decision of C.E./HOD/Dean can be made to concerned DMC/Director who should decide appeal in 7 days.

b) II$^{nd}$ Appeal by the bidder can be made to concerned AMC for decision and his decision will be final.

105. It shall be distinctly noted that BMC will not make any payment towards removal / transportation/ disposal of surplus excavated earth including desilted material from construction site to either any municipal dumping ground (if made available) or to contractors owned dumping facility. The Contractors shall take in to the account the fact while quoting.

106. The barricading shall be provided as per specifications, as per site requirement and as directed by Engineer, where required. BMC will not make any payment towards barricading, contractors shall quote accordingly.

107. Existing landing entrances at all landings shall be used without major modifications of supplying tailor made gates.

108. The electrical & mechanical work shall be got carried out through Licensed Electrical Contractors.

109. All above site locations required various Noc's from the various departments. The Noc's like land owning authorities, CRZ, Heritage, Eco sensitive zone, Metro,etc. Till the NOC's received from concern department work will not be executed. Till date contractor should assist the PMC and BMC to get the such NOC's. The time duration required for these Noc's is approximate 3 (Three) months or more and till the start of execution, contractor should not claim any escalation, price variation, ideal charges for this period.

110. The successful bidder shall procure Site Chowky at site before starting of the work.

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

112. Operation & Maintenance :-

After completion of original work, if any changes/modification which are not part of this tender work but are required/proposed in the structure for functional or any other purpose during defect liability period , the successful bidder shall fully co-operate with the O&M operator and the Employer and shall provide technical guidance without any extra cost to the Employer.

113. Design Development:-

The rate quoted shall be inclusive of preparation of detailed architectural and structural drawings based on the basic drawings enclosed (Vol-II) getting vetted and approved form PMC/ Structural Engineer and submitting structural stability certificate nothing extra payable for design development.

List of approved makes/ Brands of Various Building materials.

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

# SECTION 13
# SPECIFICATIONS & SELECTION OF MATERIAL

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# SPECIFICATIONS & SELECTION OF MATERIAL

The tender is prepared on the basis of Unified Schedule of Rates and specifications 2018. The specifications of the items of USOR are available on BMC portal http://portal.mcgm.gov.inunder the Tender tab.

It is proposed to use geo-grid between sub-base layers. The specifications of the same shall be similar but not less than following:

Polypropylene Non-Woven Geogrid

| Properties | Standards | Unit | Value |
|---|---|---|---|
| Raw Material | Non-woven 100% PP | | |
| Mechanical Properties: | | | |
| Tensile Strength | ASTM D 4595 | Kn/m | 3.5 ± 0.25 |
| Elongation | ASTM D 4595 | % | >50 |
| Grab Tensile Strength | ASTM D 4632 | N | 250 |
| Grab Tensile Elongation | ASTM D 4632 | % | > 55 |
| CBR Puncture Resistance | ASTM D 6241 | N | 700 |
| Physical Properties: | | | |
| Mass per unit area | ASTM D 5261 | $g/m^2$ | 120 |
| Thickness | ASTM D 5199 | Mm | 1-1.2 |
| Roll size | | M | 100m Length x 2m width |
| Hydraulic Properties: | | | |
| Flow water head 5cm head | ASTM D 4491 | $l/m^2/sec$ | 90 |
| AOS | ASTM D4751 | Microns | 100 |

# SELECTION OF MATERIAL

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

**List of Registers:**

The contractor shall maintain soft copy of the following registers as applicable dur-ing execution of work :–

| List of Registers | |
|---|---|
| Register Code | Name of Register |
| 1 | Inventory Register |
| 2 | Correspondence file |
| 3 | External & internal utility remarks file |
| 4 | File containing drawings |

| | |
|---|---|
| 5 | Daily Progress Register |
| 6 | Instruction Register |
| 7 | Level Book |
| 8 | Mix Design file |
| 9 | Material Testing Result file |
| 10 | Photograph file & video CD |
| 11 | Excavation Register |
| 12 | Filling/Embankment Register |
| 13 | Removal Challans and Register (if paid separately) |
| 14 | G.S.B. Register |
| 15 | W.M.M. Register |
| 16 | Sand Metal Filling Register |
| 17 | D.L.C. Register |
| 18 | Duct Pipe / Lateral Register |
| 19 | Steel Register |
| 20 | Form work shuttering register |
| 21 | Pour card register |
| 22 | M 10 Register |
| 23 | M 15 Register |
| 24 | M 20 Register |
| 25 | M 25 / M30 / M35 Register |
| 26 | M 40 Register |
| 27 | M 10, M15, M20, M25, M35/M40 Cube Register |
| 28 | RMC Challan file |
| 29 | Joint cutting register |
| 30 | Precast item register (Paver block, Kerb stone) |
| 31 | Precast item challan register |
| 32 | Penalty Register |
| 33 | Sand patch test register |
| 34 | RFI file |
| 35 | Permission file (Ward/Traffic/Chowky/CC Road etc) |
| 36 | Drawing file |
| 37 | Any other registers required as per description of items for any activity /material / quantity for which payment is made or as instructed by B.M.C. staff. |

Any other registers required as per description of items for any activity/material/quantity for which payment is made or as instructed by engineer in-charge.

Hard copies of the registers signed by the contractors shall be provided as required.

**Request Form for Inspection (RFI):-**

**The contractor shall provide RFI prior to execution of the work as per the format approved by the Engineer.**

# SECTION 14

# FRAUD AND CORRUPT PRACTICES

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# FRAUD AND CORRUPT PRACTICES

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

**A** "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

**B** **"Fraudulent practice"** means a misrepresentation or omission of facts or

suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

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

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

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

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

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

For the purposes of this Sub-Clause:

**i.** "Corrupt practice" is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

**ii.** "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Financer staff and employees of other organizations taking or reviewing procurement decisions.

**iii.** "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

**iv.** "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

**v.** "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

**vi.** "Obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

**vii.** Acts intended to materially impede the exercise of the Financer's inspection and audit rights provided.

**viii.** "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

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

**x.** A "party" refers to a participant in the procurement process or contract execution.

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# SECTION 16

# LIST OF APPROVED BANKS

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# LIST OF APPROVED BANKS

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

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

**List of approved Banks:-(Please refer Circular u/no..FBK-241 dt. 27.11.2019)**

| | |
|---|---|
| **A** | **S.B.I and its subsidiary Banks** |
| 1 | State Bank Of India. |
| ~~2~~ | ~~State Bank Of Bikaner & Jaipur.~~ |
| 3 | State Bank Of Hyderabad. |
| 4 | State Bank Of Mysore. |
| 5 | State Bank Of Patiyala. |
| 6 | State Bank Of Saurashtra. |
| 7 | State Bank Of Travankore. |
| **B** | **Nationalized Banks** |
| 8 | Allahabad Bank. |
| 9 | Andhra Bank. |
| 10 | Bank Of Baroda. |
| 11 | Bank Of India. |
| 12 | Bank Of Maharashtra. |
| 13 | Central Bank Of India. |
| 14 | Dena Bank. |
| 15 | Indian Bank. |
| 16 | Indian Overseas Bank. |
| 17 | Oriental Bank Of Commerce. |

| | |
|---|---|
| 18 | Punjab National Bank. |
| 19 | Punjab & Sindh Bank. |
| 20 | Syndicate Bank. |
| 21 | Union Bank Of India. |
| 22 | United Bank Of India. |
| 23 | UCO Bank. |
| 24 | Vijaya Bank. |
| 24A | Corporation Bank. |
| **C** | **Scheduled Commercial Banks** |
| 25 | Bank Of Madura Ltd. |
| 26 | Bank Of Rajasthan Ltd. |
| 27 | Banaras State Bank Ltd. |
| 28 | Bharat Overseas Bank Ltd |
| 29 | Catholic Syrian Bank Ltd. |
| 30 | City Union Bank Ltd. |
| 31 | Development Credit Bank. |
| 32 | Dhanalakshmi Bank Ltd. |
| 33 | Federal Bank Ltd. |
| 34 | Indusind Bank Ltd. |
| 35 | I.C.I.C.I Banking Corporation Ltd. |
| 36 | Global Trust Bank Ltd. |
| 37 | Jammu & Kashmir Bank Ltd. |
| 38 | Karnataka Bank Ltd. |
| 39 | KarurVysya Bank Ltd. |
| 40 | Laxmi Vilas Bank Ltd. |
| 41 | Nedugundi Bank Ltd. |
| 42 | Ratnakar Bank Ltd. |
| 43 | Sangli Bank Ltd. |
| 44 | South Indian Bank Ltd. |

| | |
|---|---|
| 45 | S.B.I. Corporation &Int Bank Ltd. |
| 46 | Tamilnadu Mercantile Bank Ltd. |
| 47 | United Western Bank Ltd. |
| 48 | Vysya Bank Ltd. |
| 49 | Kotak Mahindra Bank Ltd. |
| **D** | **Schedule Urban Co-op Banks** |
| 49 | Abhyudaya Co-op Bank Ltd. |
| 50 | Bassein Catholic Co-op Bank Ltd. |
| 51 | Bharat Co-op Bank Ltd. |
| 52 | Bombay Mercantile Co-op Bank Ltd. |
| 53 | Cosmos Co-op Bank Ltd. |
| 54 | Greater Mumbai Co-op Bank Ltd. |
| 55 | JanataSahakari Bank Ltd. |
| 56 | Mumbai District Central Co-op Bank Ltd. |
| 57 | Maharashtra State Co-op Bank Ltd. |
| 58 | New India Co-op Bank Ltd. |
| 59 | North Canara G.S.B. Co-op Bank Ltd. |
| 60 | Rupee Co-op Bank Ltd. |
| 61 | Sangli Urban Co-op Bank Ltd. |
| 62 | Saraswat Co-op Bank Ltd. |
| 63 | ShamraoVithal Co-op Bank Ltd. |
| 64 | Mahanagar Co-op Bank Ltd. |
| 65 | Citizen Bank Ltd. |
| 66 | Yes Bank Ltd. |
| **E** | **Foreign Banks** |
| 67 | ABM AMRO (N.Y.) Bank. |
| 68 | American Express Bank Ltd. |
| 69 | ANZ Grindlays Bank Ltd. |
| 70 | Bank Of America N.T. & S.A. |

| | |
|---|---|
| 71 | Bank Of Tokyo Ltd. |
| 72 | Bank indo suez. |
| 73 | BanqueNationale de Paris. |
| 74 | Barclays bank. |
| 75 | City Bank N.A. |
| 76 | Hongkong& Shanghai banking Corporation. |
| 77 | Mitsui Taiyokbe Bank Ltd. |
| 78 | Standard Chartered Bank. |
| 79 | Cho Hung Bank. |

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

# SECTION 17
# APPENDIX

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# FORM OF TENDER

To,

The Brihanmumbai Municipal Commissioner Subject: Name of Work and Bid number

Sir,

I/ We have read and examined the following documents relating to the work of **Construction of Aspirational toilet in Mumbai City**

_____

_____

_____

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

1A. I/We_____

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

……
……
……
……
……
……

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

1B. I/We do hereby state and declare that I/We, whose names are given herein below in details with the addresses, have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise,

nor are we in any way related or concerned with the establishment /firm or any other person, who have filled in the tender for the aforesaid work."

4. 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.

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

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

6. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee or Education Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender.(Subject to condition 5 below).
7. 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.
8. 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.

9. 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.
10. I/We further agree that, I/we shall register ourselves as 'Employer' with the Bombay Iron and Steel Labour Board' and fulfil 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.
11. ..... "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.

12. "I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation,"

Address Yours faithfully,

……..

……..

Digital Signature of the Tenderer or the Firm

1. ……..
2. ……..
3. ……..
4. ……..
5. ……..

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

A/c No.

….

……

….

1. …… Name of Bank
2. ……... ……
3. …… Name of Branch
4. ……... ……..
5. ……... Vendor No. ……

# AGREEMENT FORM

Tender / Quotation dated ..... 20...
Standing Committee/Education Committee Resolution No.
.....
CONTRACT FOR THE WORK .....
.....
This agreement made this day of ..... .....Two thousand..... Between
.....
inhabitants of Mumbai, carrying on business at..... ..... ...
.....
in Bombay under the style and name of Messrs .....
.....
(Hereinafter called "the contractor of the one part and Shri .....
.....
the Director(E.S.&P.) (hereinafter called "the commissioner" in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Director (E,S.& P)of the second part and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Commissioner (with the approval of the Standing Committee/Education Committee of the Corporation NOW THIS

THIS AGREEMENT WITNESSETH as follows:-

1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works herein-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 Bill of Quantities:

The Specification:

f) Detailed Engineering Drawings

g) Standard General Conditions of Contracts (GCC)

h) All correspondence documents between bidder and BMC

3) In consideration of the payments to be made by the Commissioner to the contrac-tor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.

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

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

Signed, Sealed and delivered by the contractors

_____ _____

_____ _____

_____ _____

In the presence of Trading under the name and style of

_____ _____

_____ _____

Full Name

Address Contractors

Signed by the DMC(SWM) in the presence of Ex. Eng Civil SSP(SWM)

_____

_____

DMC(SWM)

The Common seal of the Brihanmumbai Municipal Corporation was hereunto af-fixed on the ..... 20 in the presence of two members of the Standing Committee

1. 1.

2. 2.

And in the presence of the Municipal Secretary Municipal Secretary

# ANNEXURE " A "

**Name of work:** Construction of Aspirational toilet in Mumbai City.

1. The Engineer for this work :Chief Eng (SWM) Dy. Chief Eng(SSP) Ex. Eng. (SSP) -Civil

2. Estimated cost of Tender :

| Sr No | Description of work | Total Amount Rs. |
|---|---|---|
| 1 | Estimated Cost of Work | Rs.4,19,89,611/- |
| | Total Amount | Rs. 4,19,89,611/- |

3. Earnest Money (1% of the Estimated cost) : Rs.4,19,900/-
4. Time Period Contract as a whole :12 months (Including Monsoon)
5. The DLP shall be as below:

| Dept | Type of works | DLP |
|---|---|---|
| Building works | Building works | 5 years |
| Waterproofing of terraces and WC | Waterproofing work | 10 Years |

Undertaking for the guarantee of waterproofing for the period of 10 years will have to be submitted by the contractor at the time of handing over of the toilet block.

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

   The "Actual cost of the work" shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor's percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided in price variation clause as amended up to date.

7. In case of item rate contract the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on

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

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

# Annexure - B

## PRE-CONTRACT INTEGRITY PACT

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

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

1 "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

1 "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

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

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

Signature of Tenderer/Bidder

# Annexure - C

(On Rs. 500/- Stamp Paper)

**DECLARATION CUM INDEMNITY BOND**

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

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/company _____ and there is no change in the contents of the certificates that are submitted at the time of registra-tion.

2. I declare that I _____ in capacity as Manag-er/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning (for specific time or perma-nent)/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 ad-dendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.

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

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

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

Signature of Tenderer/Bidder

# BANKERS GUARANTEE IN LIEU OF CONTRACT DEPOSIT

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

_____

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

_____

THE BRIHANMUMBAI MUNICIPAL COMMISSIONER (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner ) of the third part and THE BRIHANMUMBAI MUNICIPAL CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution of the work of "_____ _____and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sum of Rs._____(Rupees _____)AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security -deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGRREMENT WITHNESSES that in consideration of the premises, the Bank at the request of the consultants ( hereby testified ) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him, from time to time , so to do,a sum not exceeding in the whole Rs.__(Rupees_)under the terms of the said tender and /or the contract .The B.G. Is valid up to _____ _____"Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to

Rs._____only and guarantee shall remain in force up to _____ unless the demand or claim under this guarantee is made on us in writing on or before _____all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter"

IN WITNESS WHEREOF WITNESS(1) .

Name and _____ address _____ WITNESS(2)_____

Name and _____ the duly constituted Attorney Manager address _____ the Bank and the said Messer's _____

_____ (Name of the Bank) WITNESS(1)_____

Name and _____ address _____ WITNESS(2)_____

Name and _____ For Messer's _____ address _____

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

# Annexure- D

**Subject:** Name of Work and Bid Number

**Rate Analysis**

**Item Description**

| Sr.No. | Description of rate analysis parameters | Unit | Quantity | Basic rate | Amount |
|---|---|---|---|---|---|
| 1 | Material | | | | |
| | | | | | |
| 2 | Machinery Hire Charges | | | | |
| | | | | | |
| 3 | Labour Type | | (labour components) | | |
| | | | | | |
| 4 | Total of all components | | | | |
| | | | | | |
| 5 | Overhead & Profit 15% on 4 | | | | |
| | | | | | |
| 6 | Total Rate (4+5) | | | | |
| | | | | | |
| 7 | Per unit rate | | | | |

Sign & Seal of the Tenderer

1) Rate shall be quoted in the prescribed format as directed by the Engineer-in-charge only, without changing the quantity and units. Bidder shall fill the rates only, strictly no change in unit quantity or any other changes of the rate analysis allowed. Rate Analysis in prescribed format shall be submitted online (within 3 working days) from the date of communication on email to submit rate analysis, failing which 10% EMD will be forfeited.
2) Overheads and Profit percentage shall be as per contractors working
3) Bidder/s shall submit basic current market rate of individual items like cement, Coarse aggregate, fine aggregate, Tor steel, mild steel, Bitumen, Bricks, etc. (included in BOQ) separately.
4) Description used in prevailing USoR for particular item shall be used as it is, while submitting Rate Analysis online. In case of any discrepancy bidder may approach to engineer in charge for formats of rate analysis, unit, quantity mentioned herein. Decision of Engineer in-charge will be bidding on bidder.
5) If the quantities in above format/sequence are changed or if any discrepancies are found, the rate analysis submitted by bidder/s will be treated as non-workable.
6) Bidder/s shall submit quotation/consent from the reputed / registered supplier's / manufacturers of various materials along with the address, GST registration certificate and email-id of supplier/s.
7) Bidder/s shall submit the GST Certificate of the supplier/s of various material.

# Annexure-E

**Irrevocable Undertaking**

*(on Rs.500/-Stamp Paper)*

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

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

Whatever has been stated here in above is true & correct to my/our own Knowledge & belief.

Solemnly affirmed at DEPONANT This day of BEFOREME
Interpreted Explained and Identified by me.

## ANNEXURE 'F'

(On Rs.500/- Stamp Paper)

I_____of_____do hereby undertake as under

Our_____firm M/s_____have submitted bid for the work of "_____"

I hereby give undertaking that if the said work is entrusted to our firm, the same will be completed within stipulated time period mentioned in the tender.

Sign & Seal of the Tenderer

# PROFORMAS

**PROFORMA- I**

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

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

**NOTE:**

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.

Works shall be grouped financial year-wise.

**PROFORMA- II**

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

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

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

**PROFORMA- III**

At least similar work, as stated in paragraph 'A'.

| PROFORMA- III | | | | | | | |
|---|---|---|---|---|---|---|---|
| Name of the Project | Name of the Employe r | Cost of the Project | Date of issue of work Order | Stipulated Date of Completio n | Actual Date of Completio n | Actual cost of work done | Remarks explaini ng reasons for delay, if any |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |

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

**PERSONNEL:**

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

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

**MACHINERY: (for special work only)**

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

| PROFORMA- V/B |
|---|

The requisite Scanned Attested documents of

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

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

**PROFORMA - VI / A**

Details of Existing Commitments and ongoing works –

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

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

.

**PROFORMA - VI / B**

Details of works for which bids are already uploaded –

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

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

**PROFORMA– VII**

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

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

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

.

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# SECTION 18
# CIRCULARS

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

| Sr. No. | Circular No. | Circular related to |
|---|---|---|
| 1 | CA_FRT_12 dated 21.06.2012 | Labour Cess |
| 2 | CA_Finance_project_city_17 dated 06.09.2017 | Anti-Profiteering, GST |
| 3 | MGC-F-6342 dated 05.05.2018 | Barricading |
| 4 | DMC_CPD_3217 dated 02.03.2019 | Grievance redressal Mechanism |
| | Circular u/no. Dy.Ch.E./SWM/3957 dtd. 28.09.2018 | SOP of construction & Demolition waste management Rules 2016 |
| 5 | Circular CAF_Project_21 dated 07.09.2020 | Revised RM, contract deposit, PG & ASD guidelines |
| 6 | DMC_SWM_4677 dated 12.02.2019 | Implementation of construction & Demolition waste management Rules 2016 |
| 7 | CAF_03 dated 22.06.2021 | Legal and stationary charges |
| 8 | Circular No. 10318 dtd24.03.2022 | Legal and stationary charges |
| 9 | AMC/ES/7725/II dtd.18.12.2014 | Trench Policy guidelines |
| 10 | AMC/ES/9923/II dtd.20.07.2015 | Trench Policy guidelines |
| 11 | Ch.E./1165/Rds/MC dtd 29.07.2016 | Trench Policy guidelines |
| 12 | MGC/F/4255 dtd. 10.08.2017 | Policy of Trenching ongoing project roads |
| 13 | ChE_637_SR_ Roads and Tr dated 11.02.2020 | Circular of penalty on trench contractor |
| 14 | ChE/160/SR/Rds&Tr \|Dated 15.06.2021 | Modifications / Amendments to certain provisions of guidelines for trenching activity 2015 |
| 15 | Dir/ES&P/415/III dated 31.12.2019 | Proposed Accidental compensation policy |
| 16 | MGC_F_8659 dated 07.09.2019 | Modified Arbitration clause circular |
| 17 | CA / FBK /241 dated 27.11.2019 | Approved list of Banks |
| 18 | Dy.Ch.E./8696/SWD/WS dtd 16.07.2020 | Standard Storm Water Drain sections |

| | | |
|---|---|---|
| 19 | CA / FBK /303 dated 17.03.2018 | IDBI Bank BG not Valid |
| 20 | DMC/Infra/1315 dated 25.06.2021 | No FRP Cover Circular |
| 21 | CA/F/Project/City/25 dated 12.07.2022 | Taxes |
| 22 | CA/F/Project/City/28 dated 10.11.2017 | Tax |
| 23 | Che/Rds&Tr/1744 dated 21.06.2022 | Regarding trench reinstatement policy |
| 24 | CA/F/Project/28 Dt. 28.03.2023 | Regarding GST for works as per USOR 2023 |
| 25 | CA/FRG/10 Dt. 11.10.2023 | Regarding scrutiny fees |
| 26 | MGC/F/1102 Dt. 25.10.2023 | Guidelines for Air Pollution Mitigation |

**Please Note:**

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

- THE NOISE POLLUTION (REGULATION AND CONTROL) RULES, 2000
- Guidelines for Air Pollution Mitigation vide No.MGC/F/1102 Dt. 25.10.2023

**The following circulars will not be applicable to this bid/contract:-**

| **Sr. No.** | **Circular No.** | **Circular related to** |
|---|---|---|
| 1 | CAF_Project_21 dated 07.09.2020 | Revised RM, contract deposit, PG & ASD guidelines |
| 2 | CA(F)/Project/32 of 26.10.2020 | Bid Security of EMD |
| 3 | CA(F)/Project/36 dtd. 07.12.2020 | Revised RM, Not to insist PG |
| 4 | CA(F)/Project/41 of 09.02.2021 | Performance Guarantee (P.G.) |
| 5 | CA(F)/Project/42 of 09.02.2021 | Additional Security Deposit (ASD) |

C-255

बृहन्मुंबई महानगरपालिका

परिपत्रक

प्र ले /वित्त/प्रकल्प/शहर/१७ दिनांक ०६.१०.२०१७

विषय: जीएसटी अमलबजावणीनंतर महानगरपालिकेतील कंत्राटात होणा-या कपातीबाबत

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

दिनांक १ जुलै, २०१७ पासुन वस्तु व सेवा कर अंमलात आला असून त्या अनुषगाने महाराष्ट्र शासनाच्या वित्त विभागाने उपरोक्त संदर्भ क्र. १ च्या परिपत्रकान्वये मार्गदर्शक सूचना प्रसृत केल्या आहेत. सदर सूचनाच्या अमलबजावणीसाठी महापालिकेने संदर्भ क्र.२ अन्वये परिपत्रक जारी केले आहे. सदर शासन परिपत्रकातील मार्गदर्शक सूचनांची महापालिकेत अंमलबजावणी करण्याच्या दृष्टीने खालील प्रमाणे अतिरिक्त निदेश देण्यात येत आहेत

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

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

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

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

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

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

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

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(म.क.भौकाल)
प्रमुख लेखाधिकारी (म पु म नि )

(प्रवीण चड्ढा)
प्रमुख लेखाधिकारी (निर्माण)

(राम धन)
उप आयुक्त (म.ख.खा.)

(कपिल आहूजा)
उप आयुक्त (सा.प्र.

(डॉ संजय मुखर्जी)
अतिरिक्त आयुक्त (प्रकल्प)

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# MUNICIPAL CORPORATION OF GREATER MUMBAI

Central Purchase Department

## CIRCULAR

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

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

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

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

### INTERNAL GRIEVANCE REDRESSAL MECHANISM

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

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

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

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

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

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

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

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

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

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

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

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

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

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

Sd/- 21.02.19
D.M.C(CPD)

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**CIRCULAR**

2018-19

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

CC: to

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

(5)

Copy submitted for information please

DY. CA (Exp)

DY. Ch.E.(CPD)

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जन-ई३-२५००(३२)

# बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१२-२०१३

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

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

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

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

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

१) ज्या प्रकरणी, ...

जा.न-९३ 2

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

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

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

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

१) इमारत व इतर बांधकामावर आकारण्यात येणाऱ्या उपकराची रक्कम ३५०३०९९०५ (इमारत बांधकाम कल्याणकारी उपकर) या लेखा संकेतांकाखाली जमा करण्यात यावी.

२) जमा करण्यात आलेली उपकराची रक्कम शासकीय तिजोरीत भरणा करण्यापूर्वी संबंधित खात्याने, संबंधित लेखा विभागाकडून त्याची पडताळणी करुन घेतल्यावरच उपकराच्या रकमेचा धनादेश विहित केलेल्या कालावधीमध्ये संबंधित खात्यानेच (विभागीय कार्यालयामध्ये ज्यांनी कंत्राटदाराला कार्यादेश दिला असेल त्या संबंधित खात्याने) शासकीय तिजोरीमध्ये जमा करावा. मात्र कोणत्याही परिस्थितीमध्ये विहित केलेल्या कालावधीचे उल्लंघन होणार नाही याबाबीची खबरदारी संबंधित खात्याने घ्यावी.

३) "इमारत व इतर बांधकाम उपकराद्वारे" जमा केलेली रक्कम मंडळाकडे ३० दिवसांच्या आत जमा करणे आवश्यक असल्याने कार्यालयीन सोयीसाठी प्रत्येक महिन्याच्या पहिल्या पंधरवडयात जमा होणारा उपकर त्याच महिन्याच्या ३० तारखेपर्यंत तर दुसऱ्या पंधरवडयात जमा होणारा उपकर पुढील महिन्याच्या १४ तारखेपर्यंत संबंधित खात्यांनी मंडळाकडे भरावा.

४) उपकराच्या रकमेचा धनाकर्ष महाराष्ट्र राज्य इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ मुंबई यांच्या खाते क्र. ००४२२०११०००० १५३ 'बँक ऑफ इंडिया' मुंबई यांच्या कोणत्याही शाखेत विहित चलनाद्वारे जमा करावा. चलनाची प्रत शासन निर्णयासोबत जोडली असून चलनाच्या प्रती बँकेत किंवा मंडळाच्या वांद्रे कुर्ला कॉम्प्लेक्स येथील कार्यालयात उपलब्ध असतील.

५) भरणा केलेल्या उपकराच्या रकमेबाबतचा त्रैमासिक अहवाल अर्थसंकल्प अ, व व ई च्या बाबतीत संबंधित खात्याने लेखा अधिकारी (महसूल) विक्रीकर विभाग व अर्थसंकल्प 'ग' बाबतीत लेखा अधिकारी (रोख) पा.पु.म.नि. यांजकडे दिनांक १५ एप्रिल, १५ जुलै, १५ ऑक्टोबर, १५ जानेवारी पूर्वी नियमितपणे पाठवावा.

६) उपकराची वसुली व भरणा इ. संदर्भातील आवश्यक तो सर्व तपशील संबंधित खात्याने शासन निर्णयामध्ये विहित केलेल्या कालावधीमध्ये त्यासोबत जोडलेल्या विहित प्रपत्र / परिशिष्टांन्वये अध्यक्ष, महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याण मंडळ, बांद्रे कुर्ला कॉम्प्लेक्स, कामगार आयुक्तांचे कार्यालय, कामगार भवन, आर.बी.आय.च्या बाजूला, वांद्रे (पूर्व), मुंबई - ४०० ०५१ यांना सादर करावा.

जन-९३



मंडळाला विविध परिशिष्टे सादर करावयाच्या कालावधीचा तपशील खालीलप्रमाणे आहे:-

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

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

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

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

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

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

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

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

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

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

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

| | | |
|---|---|---|
| सही/- २८.०५.२०१२ | सही/- २८.०५.२०१२ | सही/- २३.०५.२०१२ |
| प्रमुख लेखापाल (पा.पु.म.नि.) | प्रमुख लेखापाल (कोषागार) | प्रमुख लेखापाल (वित्त) |

| | |
|---|---|
| सही/- ०४.०६.२०१२ | सही/- १९.०६.२०१२ |
| अतिरिक्त आयुक्त (प्रकल्प) | महानगरपालिका आयुक्त |

**परिपत्रक**

**२०१२ -२०१३**

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

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

Rhandarkar 22/6/12

प्रमुख लेखापाल (वित्त) महानगरपालिका

**MUNICIPAL CORPORATION OF GREATER MUMBAI**
No. Dir / ES & P / 415 /III/ dated 31/12/19

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

The following officers were present for the meeting.

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

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

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

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

i) HoD of the concerned deptt.

ii) MOH of the Ward

iii) A.S.O. of the Ward

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

The meeting then concluded.

31/12/19
Dir. (ES & P)

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

चलमुंबई महानगरपालिका
प्रमुख अभियंता (रस्ते वातूक)
यांचे कार्यालय
- 6 JAN 2020
7004/20
प्र.प्र.अ.(रस्ते)/
21 JAN 2020

Dy. Ch. E. (Rds) City / W S / E S / Traffic/Planning, ~~DE(asphalt plant)~~, EE(P)
For necessary action pls

18/1/20.
EE(P) to
Ch. Eng. (Roads & Traffic)

## SPECIAL DIRECTIONS FOR ACCIDENT COMPENSATION

### (To be included in tender conditions)

**(A) Preamble-:**

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

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

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

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

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

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

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

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

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

**c) Partial/ Permanent Disability:**

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

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

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

**d) Death:**

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

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

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

a) Attempted suicide or self-inflicted injuries while sane or insane, or whilst the person is under the influence of any narcotic substance or drug or intoxicating liquor.

b) The Death/ Permanent Disability/ Partial Disability shall be caused by violent, external and visible means.

MCGM Pannel :- May be included with

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

Or as may be decided by the Municipal Commissioner.

# Municipal Corporation of Greater Mumbai

(Solid Waste Management Department)

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

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

**Reference:** - i) Hon'ble Supreme Court's order in the Special Leave petition (civil) No. D 23708/2017, dated 15/03/2018
ii) Hon'ble M.C. Sir's Approval u/no. MGC/F/7076 dt. 30.08.2018
iii) Circular u/no. Dy.Ch.E/SWM/3957/OP. dt. 28/09/2018
iv) Monitoring Committee Meetings dt. 28/11/2018 & 23/01/2019
v) DMC / SWM / 3988 dt. 28/12/2018

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

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

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

Director (E.S.& P.) / D.M.C.(S.E.) / D.M.C.(E.) / Zonal D.M.C. / D.M.C. (Education) are therefore requested to instruct concerned staff & A.Cs. / HODs to comply with the above requirements and submit the report in prescribed format and attached herewith by ***5th of every month*** and submit the on email **ee01z6.swm@mcgm.gov.in** / dycheswmop@gmail.com

12/2/19

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

**Director (E.S.& P.) / D.M.C.(S.E.) / D.M.C.(E.)**
**D.M.C.(Z- ) / D.M.C. (Education)**
I to VII

# Municipal Corporation of Greater Mumbai

No. Dy.Ch.Eng./SWM/3957/Op. dt. /09/2018

28-9-2018

## CIRCULAR

**Subject:** Implementation of the Construction and Demolition Waste Management Rules, 2016

**Reference:** i) Hon'ble Supreme Court's order in the Special Leave Petition (civil) No. D 23708/2017, dated 15/03/2018
ii) Hon'ble M.C. Sir's Approval u/no. MGC/F/7076 dtd. 30.08.2018

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

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

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

**Following standard operating procedure is proposed to be adopted:**

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

| Sd/-07/08/2018 | Sd/-07/08/2018 | Sd/-10/08/2018 | Sd/-29/08/2018 |
|---|---|---|---|
| **Ch. Eng. (S.W.M.)** | **D.M.C. (S.W.M.)** | **A.M.C.(E.S.)** | **Municipal Commissioner** |

Forwarded for information and compliance please

29/9/18

**Dy. Ch. Eng. (SWM) Op.**

D:\Circular C&D Dump\Unauthorised C&D waste.docx

## MUNICIPAL CORPORATION OF GREATER MUMBAI

No. : MGC/F/8659 Dtd. 07.09.2019.

Sub : Arbitration clause in the Standard General Conditions of Contract for Construction Works, 2016.

In one of the cases of W.S.P. regarding arbitration dispute, a note was submitted by DyLaw Officer (High Court, Suit & PIL) and subsequently the report is submitted by Jt. M.C. (Vig.) vide No. Jt.M.C./Vig./69/MC dtd. 21-8-2019 proposing a process to deal with the arbitration matters as per the Law & Judiciary, Govt. of Maharashtra, policy for institutional arbitration vide it's G.R. dtd. 13-10-2016 and the report submitted by Jt. M.C. (Vig.) is approved by Hon'ble M.C. on 17-8-2019.

There is a provision of arbitration clause in the Standard General Condition of Contract for Construction Works, point no. 13 (e) reads as follows :-

**13.e) Arbitration and Jurisdiction:**

**If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expirations of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision (if any) of the Commissioner has not become final and binding as aforesaid shall be finally settled by arbitration as follows:**

**Arbitration shall be effected by a single arbitrator agreed upon the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within the limits of Brihan Mumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision.**

No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid.

All awards shal' be in writing and for claims equivalent to 5,00,000 or more such awards shall state reasons for amounts awarded. The expenditure of arbitration shall be paid as may be determined by arbitrator.

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

As per Hon'ble M.C's approval dtd. 17-8-2019, the existing clause is now replaced as follows :

13.e Arbitration and Jurisdiction

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

i) In case of a contract where the contract price and/ or contract value is less than Rs. 5,00,00,000/- (Rupees Five Crore Only), any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act, 1996 (amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said aribtral tribunal. The decision of the arbitral tribunal shall be in writing (with reasons) and which will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitrail tribunal. The seat of the arbitration shall be Mumbai. The venue of arbitration shall be within the limits of Brihan Mumbai. The language of the Arbitration shall be English.

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute,

the arbitral tribunal shall be appointed by the recognised arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules").

(ii) In case of contract where the contact price and/ or contract value is Rs.5,00,00,000/- (Rupees Five Crore Only) or more, any dispute arising out of or in connection with such a contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules"). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English.

In either case, the law governing this arbitration agreement and the contract shall be Indian Law.

All the HoDs are hereby directed to note the revised clause in G.C.C. as mentioned above and ensure that the same is included in the tenders invited from 15-1-2019 onwards. If the tenders are already invited before 15-1-2019 and the Packet 'A' is not opened, then the corrigendum shall be issued so as to see that all the new tenders accepted/invited after 15-9-2019 shall include this revised condition and will become a part of the contract for all such works.

| Sd/-22.08.2019 | Sd/-29.08.2019 | Sd/-06.09.2019 |
|---|---|---|
| Dir. (E.S. & P.) | A.M.C. (P) | M.C. |

p

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

Copy to :

Asstt. Comm. Ward / City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / [redacted] Ch.Eng. (WSP) /Ch.Eng.(S.P.) / Ch.Eng.(MSDP) / Ch.Eng. (BM) / Ch.Eng.(Vig) / Ch.Eng. (M&E) / Ch.Eng.(D.P.)/Ch.Eng.(SWD) / Ch.Eng.(SWM) / Ch.Eng.(CTIRC)/Ch.Eng. (Coastal Roads) / Dy. Ch.Eng.(HIC) / Dy.Ch.Eng.(SIC), Supdt. of Gardens / CA (F) / CA (WSSD)/ CA (CPD)

Forwarded for information and necessary action please.

16/09/19

Director (E. S. & P.)

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**CIRCULAR**

U/No.MGC/F/6342 dated 5.5.2018

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

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

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

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

A) Only two type of barricades having department wise colour coding are proposed to be used depending upon the nature of work i.e. Minor and Major.

i) **Minor works**: Barricading made out of 1.5 mm thick MS plate fixed on M.S. angle post/ frame of 65 mm X 65 mm X 6 mm having height of 1.5 m supported on as shown in Annex-I.

ii) **Major works**: Structural steel barricade made out of 1.50 mm thick M.S. Plate ISMB 250, ISLC 250X50mm and ISA 50mmX50mmX6 mm having of size 2.5 m X 2 m as shown in Annex-II.

B) The department wise colour coding for the barricading shall be as under:-

i) H.E. & W.S.P. department – **Blue**

ii) Roads, Traffic, Bridges and Coastal Roads department– **Yellow**

iii) S.P. & S.O department – **Green**

iv) S.W.D., Building Maintenance department & for ward works – **Red**

C) The basic principle behind installing secured and continuous barricading is to ensure the safety of vehicular as well as pedestrian traffic and residents in the nearby vicinity of the project. Due to non-installation of appropriate barricades on sites if any mishap occurs leading to injury or loss of life, then the contractor and contractor's Engineer in-charge will be liable for the consequent action.

D) During the course of execution of project, if it is noticed that the contractor has not provided barricading then a penalty of Rs.1000/- per meter per day will be imposed upon the contractor and will be deducted from the due Bill. This penalty shall be a part of penalty as per tender condition.

E) Details of the work shall be prominently displayed on the central panel of the barricades along-with the Social Slogans as given in Annexure III and the Cycle of the same shall be maintained.

F) The contractor shall provide and install the barricading alongwith the slogans printed as per the Annexure III, at his own cost and no payment will be made for this, however the contractor shall quote the bid accordingly by considering the cost of barricading.

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

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

This circular shall come in force with immediate effect.

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

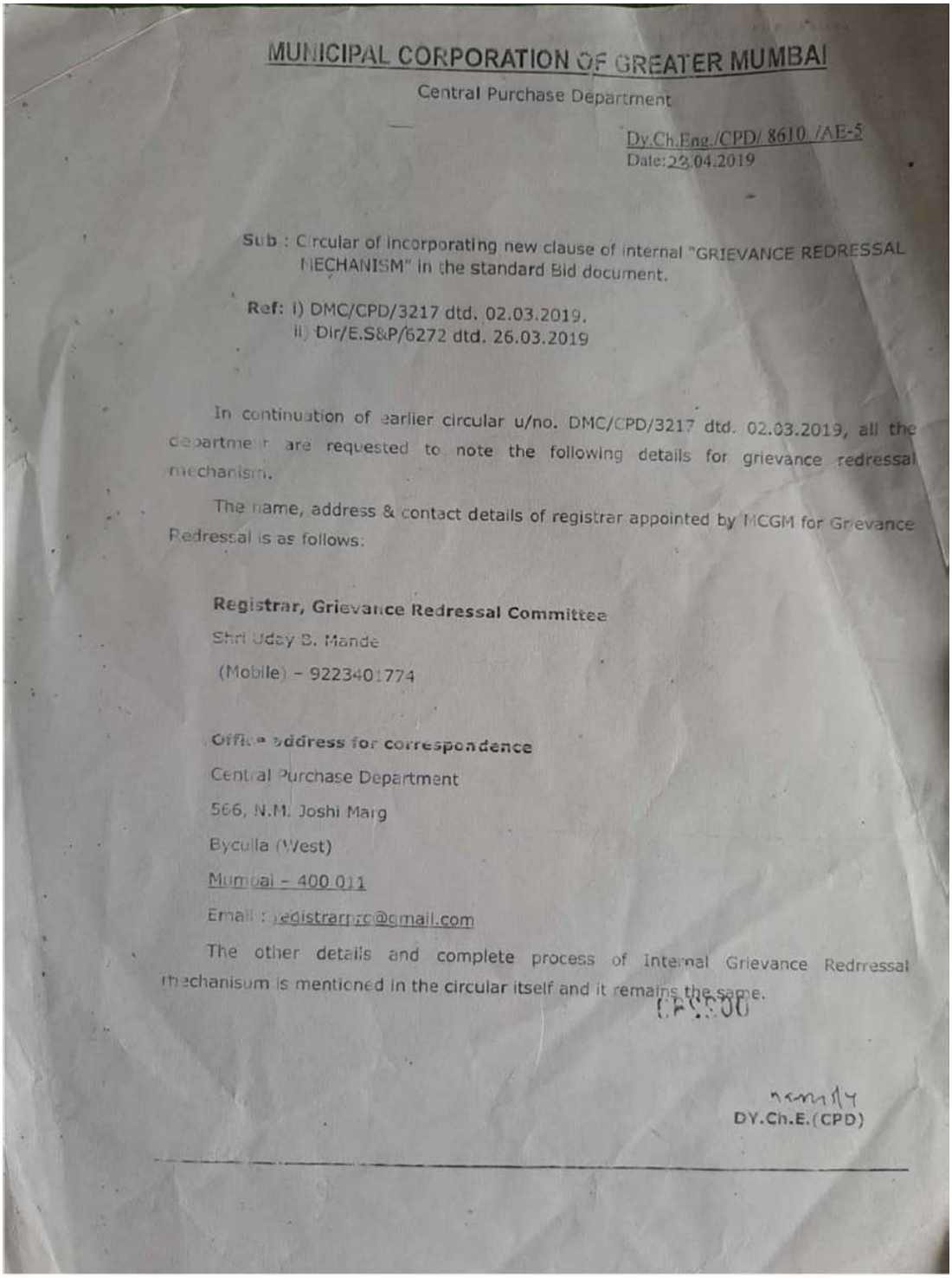
sd/- 20.4.2018
(Shri R. B. Bambale)
**D.M.C.(S.E.)**

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

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

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

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



# MUNICIPAL CORPORATION OF GREATER MUMBAI

Central Purchase Department

Dy.Ch.Eng./CPD/ 8610 /AE-5
Date: 23.04.2019

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

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

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

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

**Registrar, Grievance Redressal Committee**

Shri Uday S. Mande

(Mobile) - 9223401774

**Office address for correspondence**

Central Purchase Department

566, N.M. Joshi Marg

Byculla (West)

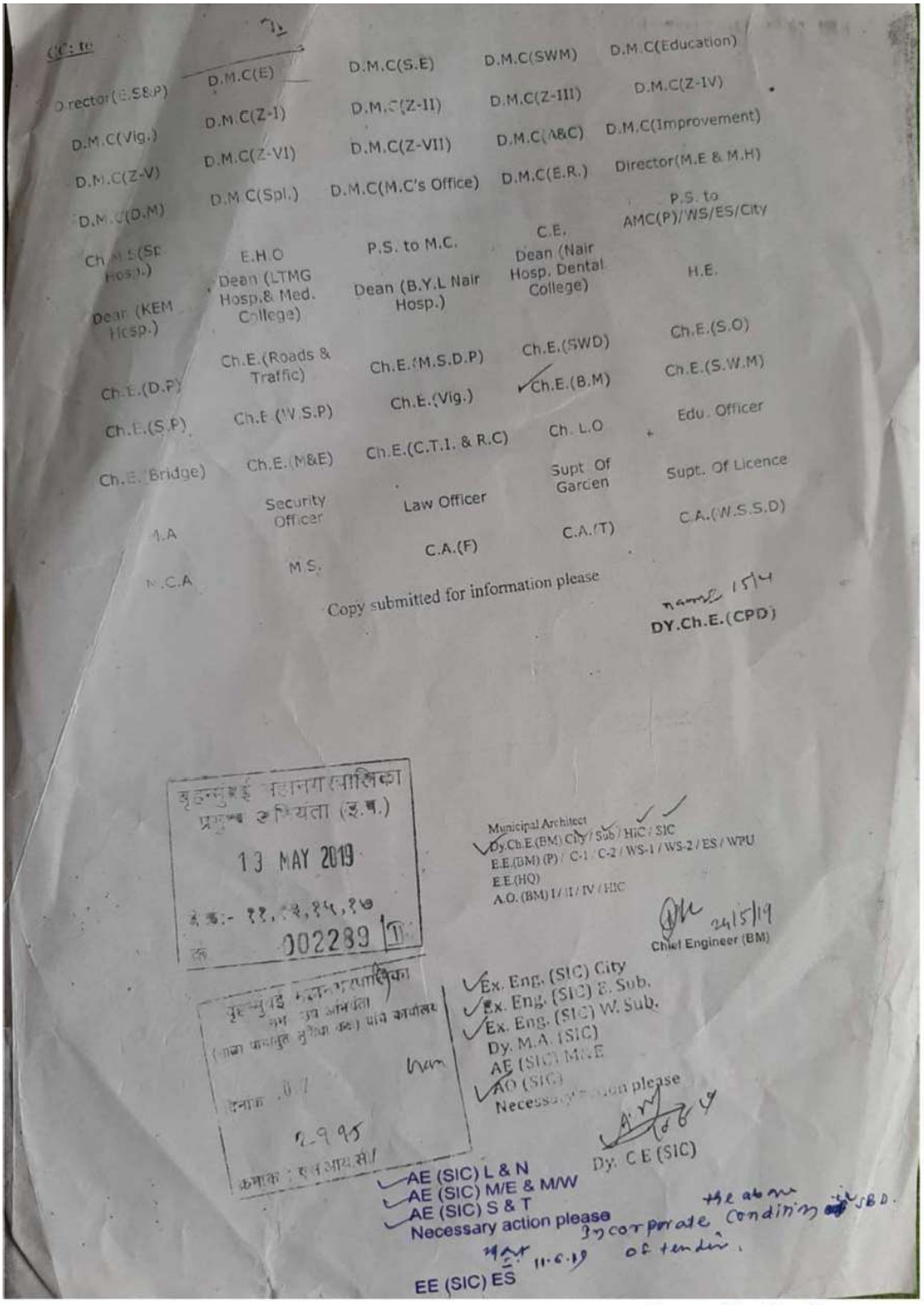
Mumbai - 400 011

Email : registrarprc@gmail.com

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

DY.Ch.E.(CPD)

Scanned by CamScanner



CC to

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

Copy submitted for information please

DY.Ch.E.(CPD)

बृहन्मुंबई महानगरपालिका
प्रमुख अभियंता (इ.व.)
13 MAY 2019
002289

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

24/5/19
Chief Engineer (BM)

बृहन्मुंबई महानगरपालिका
मा. प्रमुख अभियंता
(जल कार्यान्वित प्रकल्प) यांचे कार्यालय
दिनांक 10.7
7-995
कनिष्ठ अभियंता

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

Dy. C E (SIC)

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

EE (SIC) ES

11.6.19

To corporate the above condition in SBD. of tender.

Scanned by CamScanner

# बृहन्मुंबई महानगरपालिका

## परिपत्रक

प्र.ले./वित्त/प्रकल्प/२८ दि. २८/०३/२०२३

विषय: एकसामायिक दरसूची २०२३ अंतर्भूत करुन महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये वस्तु व सेवा कराच्या अनुषंगाने अंतर्भूत करावयाच्या अटीबाबत.

संदर्भ: १) प्र.ले./वित्त/प्रकल्प/२५ दि.१२.०७.२०२२

२) संचालक/अ.से.व प्र./२९१/एमसी दि.३१.०१.२०२३

बृहन्मुंबई महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये वस्तु व सेवा कराच्या अनुषंगाने अंतर्भूत करावयाच्या अटीबाबत संदर्भित क्र. १ वरील परिपत्रकान्वये सूचना प्रसृत केल्या आहेत.

महानगरपालिका आयुक्त यांच्या क्र. एमजीसी/एफ/८७७१ दि. ३०.०१.२०२३ अन्वये एकसमान दरसूची २०२३ प्रसारीत करण्यात आली आहे. सदर एकसामायिक दरसूची २०२३ हि वस्तू व सेवाकर वगळून तयार करण्यात आली आहे. सदर अद्ययावत एकसामायिक दरसूची २०२३ नुसार अंदाजपत्रक तयार करुन मागविण्यात आलेल्या/ येणा-या ई-निविदा/निविदा/दरपत्रक यांमध्ये वस्तू व सेवाकराच्या अनुषंगाने महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध कामे तसेच प्राप्त करण्यात येणा-या वस्तु

व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये संदर्भित क्र.१ अन्वये दिलेल्या अटीमध्ये पुढीलप्रमाणे बदल करण्यात येत आहे.

| विद्यमान अट | सुधारित अट |
|---|---|
| "GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.<br>Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.<br>Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies / tolls etc. except that payment/recovery for overall market situation shall be made as per Price variation **and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.** | The tenderer shall quote inclusive of all taxes other than GST (**Excluding GST**), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice.<br>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. |

उपरोक्त सुधारीत अट अद्यावत एकसामायिक दरसूची २०२३ नुसार अंदाजपत्रक तयार करुन मागविण्यात आलेल्या/ येणा-या ई-निविदा/निविदा/दरपत्रक या कामांकरिता लागू असेल.

अतएव, सध्या ज्या ई-निविदा/निविदा/दरपत्रक एकसामायिक दरसूची २०२३ अंतर्भुत करुन मागविलेल्या आहेत अशा निविदांमध्ये नियत दिनांकापूर्वी शुद्धीपत्रकाद्वारे उपरोक्त सुधारीत अट समाविष्ट करण्याबाबत तसेच यापुढे एकसामायिक दरसूची २०२३ अंतर्भुत करुन मागविण्यात येणाऱ्या ई-निविदा/निविदा/दरपत्रक यांमध्ये उपरोक्त सुधारीत अट समाविष्ट करण्याबाबत संबंधित खातेप्रमुख यांनी दक्षता घ्यावी.

सर्व खातेप्रमुख, रुग्णालयांचे अधिष्ठाता, सहायक आयुक्त, यांनी उपरोक्त सुचनांचे काटेकोरपणे अनुपालन करावे.

सही/- २८/०३/२०२३
(पांडुरंग गोसावी)
**प्रमुख लेखापाल (पा.पु.म.नि.)**

सही/- २८/०३/२०२३
(प्रदिप पडवळ)
**प्रमुख लेखापाल (वित्त) प्र.**

सही/- २८/०३/२०२३
(रामदास आव्हाड)
**उप आयुक्त (वित्त)**

सही/- २८/०३/२०२३
(पी. वेलरासू)
**अतिरिक्त आयुक्त (प्रकल्प)**

**बृहन्मुंबई महानगरपालिका**

**परिपत्रक**
**२०२३-२०२४**

**क्र. सीए/एफआरजी/ १० दिनांक १९.१०.२०२३**

विषय :- महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणा-या अनस्टार दरपत्रिका/ निविदा/दरपत्रिका/ ई-दरपत्रिका/ ई-निविदा दस्तऐवजांच्या छाननी शुल्काबाबत

संदर्भ :- १) प्रले/एफसीई/२८ दि. १३.०१.२०२३
२) परिपत्रक क्र. सीए/एफआरजी/२१ दिनांक ०८.०२.२०२३
३) एमजीसी/एफ/९५८५ दि. ११.०५.२०२३
४) परिपत्रक क्र. सीए/एफआरजी/०३ दिनांक ११.०५.२०२३
५) अति.आ./प्रकल्प/१३५१ दि. २३.०५.२०२३
६) परिपत्रक क्र. सीए/एफआरजी/०४ दि. २४.०५.२०२३

बृहन्मुंबई महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणाऱ्या अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ई-निविदा दस्तऐवजांकरिता छाननी शुल्क आकारण्याबाबत उपरोक्त संदर्भ क्र. ४ व ६ अन्वये परिपत्रक निर्गमित करण्यात आले होते. परिपत्रक क्र. सीए/एफआरजी/०३ दिनांक ११.०५.२०२३ मध्ये पुढील प्रमाणे निर्देश देण्यात आले आहेत.

"सर्व खाते प्रमुख/सहाय्यक आयुक्त/रुग्णालय प्रमुख, अधिष्ठाता यांनी त्यांच्या अखत्यारीतील संबंधित कर्मचारीवृंदाना उपरोक्त सुचनेची काटेकोरपणे अंमलबजावणी करण्याचे तसेच मंजुरीच्या दिनांकापासून मागविण्यात येणाऱ्या अनस्टार दरपत्रिका/ निविदा/ दरपत्रिका/ ई-दरपत्रिका/ई-निविदा दस्तऐवजांकरीता निविदा शुल्क न आकारता सर्व देकारदारांकडून या परिपत्रकातील सुधारीत दरांनुसार इसारा अनामत रक्कमेचा परतावा करण्यापूर्वी छाननी शुल्क अनुज्ञेय वस्तू व सेवाकरासहित वसूल करण्याचे अथवा देकारदाराच्या संमतीने इसारा अनामत रक्कमेतून समायोजित करण्यासंबंधीचे निदेश द्यावेत. "

तदनंतर सुधारित परिपत्रक क्र. सीए/एफआरजी/०४ दि. २४.०५.२०२३ निर्गमित करण्यात आले. सदर परिपत्रकात पुढील प्रमाणे निर्देश देण्यात आले आहेत.

"दरपत्रिका/निविदा/दरपत्रिका/ई-दरपत्रिका/ई-निविदा दस्तऐवजांकरिता मा. महानगरपालिका आयुक्तांच्या मंजुरीच्या दिनांकापासून छाननी शुल्क न आकारता, एसआरएम कार्यप्रणाली मध्ये निविदा शुल्क न आकारण्यासंबंधीची कार्यवाही माहिती व तंत्रज्ञान खात्याकडून पूर्ण झाल्यावर त्यानंतरच निविदाकाराकडून छाननी शुल्क आकारण्यात यावेत. तसेच सदर छाननी शुल्काचा भरणा लेखा संकेताक **140402609 - Scrutiny Fees From Tenders (From May 2023)-Taxable** यामध्ये करण्यात यावा."

परिपत्रक क्र. सीए/एफआरजी/०४ दि. २४.०५.२०२३ मध्ये नमूद केल्यानुसार एसआरएम प्रणाली मध्ये आवश्यक ते बदल माहित व तंत्रज्ञान विभागाकडून दि. २३.०६.२०२३ रोजी पूर्ण करण्यात आले आहेत.

दरम्यान माहिती व तंत्रज्ञान विभागामार्फत परिपत्रक क्र. Dir/IT/F-59 दि. १०.०५.२०२३ निर्गमित करण्यात आले. सदर परिपत्रकामध्ये दि. १५.०६.२०२३ पासुन रु.२५ लाखावरील सर्व निविदा महानगरपालिकेच्या एसआरएम प्रणालीद्वारे न मागविता महाराष्ट्र शासनाच्या महाटेंडर पोर्टलद्वारे मागाविण्याबाबत निर्देश देण्यात आले आहेत. तसेच परिपत्रक क्र. सीए/एफआरजी/०३ दिनांक ११.०५.२०२३ मध्ये इसारा अनामत रक्कमेचा परतावा करण्यापूर्वी छाननी शुल्क, अनुज्ञेय वस्तू व सेवाकरासहित वसूल करण्याचे अथवा देकारदाराच्या संमतीने इसारा अनामत रक्कमेतून समायोजित करण्यासंबंधीचे निदेश देण्यात आले आहेत. तथापि महाराष्ट्र शासनाच्या महाटेंडर पोर्टलवर इसारा अनामत रक्कमेतून समायोजना करण्याची सुविधा नसल्याने पुढील प्रमाणे सुधारित निर्देश देण्यात येत आहेत.

"महाराष्ट्र शासनाच्या महाटेंडर / एसआरएम प्रणालीद्वारे मागविण्यात येणारे सर्व अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ ई-निविदा दस्तऐवजांकरिता निविदा शुल्क (Tender Fee) न आकारता सर्व देकारदारांकडून परिपत्रक क्र. सीए/एफआरजी/०३ दिनांक ११.०५.२०२३ मधील सुधारित दरांनुसार छाननी शुल्क (Scrutiny Fee) अनुज्ञेय वस्तू व सेवाकरासहित लिफाफा 'अ' व 'ब' उघडल्यानंतर व लिफाफा 'क' उघडण्याआधी फक्त नागरी सुविधा केंद्रात चलनाद्वारे भरण्यात यावे."

संदर्भित परिपत्रकातील अन्य निर्देशांमध्ये कोणताही बदल करण्यात आलेला नाही.

सही/-१६.१०.२०२३
श्री.पांडुरंग गोसावी
प्रमुख लेखापाल (पा.पु.म.नि.)

सही/-१६.१०.२०२३
श्री. प्रदिप भा. पडवळ
प्रमुख लेखापाल (वित्त)प्र.

सही/-१६.१०.२०२३
श्री. प्रशांत गायकवाड
उप. आयुक्त (वित्त) प्र.

सही/-१८.१०.२०२३
श्री. पी. वेलरासू
अति.आयुक्त (प्रकल्प)

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**परिपत्रक**

**२०२३-२४**

**क्र.सीए/एफआरजी/१० दिनांक १९.१०.२०२३**

प्रत .....(जादा .....प्रतीसह ) यांना माहितीकरिता व पुढील आवश्यक त्या कार्यवाहीकरिता अग्रेषित.

१९/१०/२३
**प्रमुख लेखापाल (वित्त) यांजकरिता**

C-1

# BRIHANMUMBAI MUNICIPAL CORPORATION

## Circular

No. CA/Finance/Project/19 , Date 04.03.2024

**Subject - Revised guidelines for payment of EMD for tenders to be uploaded on Mahatender Portal.**

Ref - 1. MDD/7878, dt.27.09.2016.
2. Dir./IT/F-59, dt.10.05.2023.
3. Dir./IT/505038 , dt.19.12.2023

As per the guideline issued vide circular mention in reference no. 2 & 3, all department are directed to use Mahatender for all the tenders above 25 lacs with effect from 15th June 2023, and for tenders below 25 lacs with effect from 21st December 2023 respectively. Accordingly all departments of BMC shall use e-Procurement System of Government of Maharashtra (Mahatender). Further, it has been directed that, all BMC department will have to follow the standard procedures of the said e-Tendering system of GoM and make relevant changes in their respective tender documents.

For participating in bidding process, bidders are required to deposit Earnest Money Deposit (EMD) through the payment gateways while submitting the bids. In BMC's tenders, in some cases, as per the relevant clause of tender, 10% of EMD amount has to be forfeited. Further, in some cases, for more than 2 curable-defects shortfalls, 2% of EMD per instance is forfeited. However, in Mahatender System, there is no such provision of partial forfeiture of EMD amount. Hence, the existing condition of partial forfeiture of EMD elaborated above needs to be modified. Further, the work of modifying Standard Bid Document of BMC under chairmanship of DMC (Infra) is under progress. Final decision regarding partial forfeiture of EMD will be taken by the committee. However, till then, to streamline the process of bidding, interim instructions regarding EMD are as follows;

1) **Mode of payment of EMD**

A tenderer shall pay entire amount of EMD through payment gateways of GoM on URL http://mahatenders.gov.in. The bidder shall upload scan copy of online paid EMD along with the bid submission in packet 'A'.

Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

2) **If non-responsive;**

If the bidder is found non-responsive after scrutiny of packet 'A'/'B', in such circumstances, **the bidder will be made non-responsive and financial packet 'C' of non-responsive bidder will not be opened. However, there will not be any forfeiture of EMD.**

3) **Shortfalls:-**

Maximum 5 shortfalls of curable defects shall be allowed and in case, curable defects are not compiled by bidder within given time period, the bidder shall be treated as **'Non-Responsive'** & such cases will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by Registration Cell with due approval of the concerned AMC.

4) **Refund of EMD :-**

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

d) The Bid security of successful bidder will be discharged when the bidder has signed the agreement and /or furnish the required Security Deposits as elaborated in Standard Bid Document.

5) **Forfeiture of Entire EMD:-**

The existing conditions laid down in Standard Bid Document regarding forfeiture of entire bid security (EMD) shall remain unchanged.

These, interim-instructions will remain in force till the issuance of circular regarding amendment in SBD.

All the concerned Assistant Commissioners / HoDs shall note the above directives and to incorporate suitable clause in the draft tenders to be invited hereafter with immediate effect.

(Pandurang V. Gosavi)
**Chief Accountant (W.S.S.D.)**

(Pradeep B. Padwal)
**Chief Accountant (Finance)i/c**

(Shri. P. N. Gaikwad)
**D.M.C. (Finance)**
**Sir,**

(Shri. P. Velrasu)
**A.M.C. (Project)**
**Sir,**

C:\Users\3938308\Desktop\100% Online EMD 21.02.2023.docx

क.प्र.अभि /घकव्य /1770/H.O
दिनांक 24/7/26

उप.प्र.अभि.(घकव्य) यांस्तव

बृहन्मुंबई महानगरपालिका

परिपत्रक

क्र. प्रले/वित्त/प्रकल्प/०५ दि. 08.07.2026

विषय:-प्रमाणित निविदा दस्तऐवज (SBD) मधील, अतिरिक्त सुरक्षा ठेव (Additional Security Deposit) अट सुधारित करण्याबाबत.

संदर्भ:- 1) क्र. प्रले (वित्त)/42 दि.09.01.2021
2) क्र. एमजीसी/एफ/6446 दि.06.10.2025

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बृहन्मुंबई महानगरपालिकेच्या विविध खात्यांमधील निविदा प्रक्रियेमध्ये एकरुपता व सुसंगती राखण्याच्या उद्देशाने प्रमाणित निविदा दस्तऐवज (Standard Bid Document - SBD) तयार करण्यात आलेला आहे. तथापि, कालांतराने विविध खात्यांनी वेळोवेळी सक्षम प्राधिका-यांच्या मंजूरीने सदर दस्तऐवजातील अटी व शर्तीमध्ये खातेस्तरावर सुधारणा / बदल केले आहेत.

सद्यस्थितीत, विविध खात्यामार्फत राबविण्यात येणा-या निविदा प्रक्रियेमध्ये अतिरिक्त सुरक्षा ठेव (Additional Security Deposit) रक्कमेच्या अटी व शर्तीमध्ये केलेल्या सुधारणा/बदलांमूळे एकरुपता न राहता संभ्रमाची स्थिती निर्माण होत असल्याचे निदर्शनास आले आहे. या प्रकरणी, मा. महानगरपालिका आयुक्त यांनी संदर्भ क्र. 2 अन्वये अतिरिक्त सुरक्षा ठेव रक्कम भरण्याबाबतची सुधारित अट उपरोक्त संदर्भ क्र. 1 अन्वये निर्गमित परिपत्रकानुसार घेण्याबाबत आदेश पारित केले आहेत.

तदअनुषंगाने, अतिरिक्त सुरक्षा ठेव (Additional Security Deposit) रक्कमेचा सुधारित दर, स्विकारण्याची कार्यपध्दती व परताव्याबाबतची अट खालील नमुद तक्त्यानुसार सुधारित करण्यात येत आहे.

| तपशील | सद्यस्थितील अट | सुधारित अट | |
|---|---|---|---|
| Additional Security Deposit (ASD) | The additional security deposit will be applicable when a rebate of more than of 12 % at the rate of with no maximum limit. The ASD is calculated as follows: Additional security deposit = (X/100) x office estimated cost, Where X=percentage rebate | Rebate quoted by bidder | ASD applicable |
| | | Up to 12% rebate | No ASD |
| | | 12.01% to 20% rebate | 1% of estimated cost for each percentage and part |

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| | | | |
|---|---|---|---|
| | quoted above 12% The ASD shall be paid online in the ASD tab for bidders in e-tendering system before submission of the bid. (MCGM Portal) | | thereof above 12% rebate For e.g. :- Rebate quoted (-)18.06% ASD = (18.06-12) x 1% x Estimated Cost |
| | | 20.01% rebate & above | 1% of estimated cost for each percentage and part thereof above 12% upto 20% rebate (i.e. 8%) + 2% extra for each percentage and part thereof over and above 20% rebate For e.g. :- Rebate quoted (-)24.70% ASD = (8% + [(24.70%-20%) x 2]) x Estimated Cost |
| | | अ | Along with LOA department shall issue challan of requisite amount of ASD to be deposited by the contractor. The ASD is to be submitted within 15 working days after issue of LOA in the form of Demand Draft at the CFC Counter and submit copy of the receipt to the concerned HOD. If the requisite ASD is not submitted within 15 working days after issue of LOA 10% E.M.D shall be forfeited. Further, if requisite ASD is not submitted within 30 working days after issue of LOA, 100% E.M.D shall be forfeited and the bidder/company shall be debarred for a period of two years. Also, if any Director/ Partner of such company is functioning as Director/Partner in any other company, that company shall also be liable for debarment for two years. Further, the work awarded will be terminated/revoked |

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

तसेच, सर्व खाते प्रमुख व कार्यकारी अभियंता तसेच संबंधितांनी 'अ' येथे नमूद केलेली अट कंत्राटदाराला देण्यात येणा-या स्विकृतीपत्रात अंर्तभूत करण्याची काटेकोरपणे दक्षता घ्यावी.

या द्वारे सर्व खाते प्रमुख / सहाय्यक आयुक्त / रुग्णालय अधिष्ठाता / वैद्यकिय अधिक्षक / उप प्रमुख लेखापाल / लेखा अधिकारी यांना आदेश देण्यात येत आहे कि, सदर परिपत्रक निर्गमित झाल्याच्या दिनांकापासून अंदाजित रक्कमेवर मागविण्यात येणा-या निविदेमध्ये अतिरिक्त सुरक्षा ठेव रक्कमेची सुधारित अट अंतर्भूत करण्याबाबत काटेकोरपणे अंमलबजावणी करण्याची दक्षता घ्यावी.

प्रमुख लेखापाल (पा.पू.म.नि) प्र.

प्रमुख लेखापाल (वित्त) प्र.

सह आयुक्त (वित्त)

अतिरिक्त आयुक्त (प्रकल्प)

महानगरपालिका आयुक्त

परिपत्रक क्र. प्रले/वित्त/प्रकल्प/04 दि.08.07.2026

प्रत_____ यांना महितीकरीता आणि आवश्यक त्या कार्यवाहिकरीता रवाना.

NS1559CA-BNPP-79890-2026-27-2000Sapi-29

प्रमुख लेखापाल (वित्त) यांजकरीता

3

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0310

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**No. : MGC/F/8659 Dtd. 07.09.2019.**

**Sub : Arbitration clause in the Standard General Conditions of Contract for Construction Works, 2016.**

In one of the cases of W.S.P. regarding arbitration dispute, a note was submitted by DyLaw Officer (High Court, Suit & PIL) and subsequently the report is submitted by Jt. M.C. (Vig.) vide No. Jt.M.C./Vig./69/MC dtd. 21-8-2019 proposing a process to deal with the arbitration matters as per the Law & Judiciary, Govt. of Maharashtra, policy for institutional arbitration vide it's G.R. dtd. 13-10-2016 and the report submitted by Jt. M.C. (Vig.) is approved by Hon'ble M.C. on 17-8-2019.

There is a provision of arbitration clause in the Standard General Condition of Contract for Construction Works, point no. 13 (e) reads as follows :-

**13.e) Arbitration and Jurisdiction:**

**If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expirations of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision (if any) of the Commissioner has not become final and binding as aforesaid shall be finally settled by arbitration as follows:**

**Arbitration shall be effected by a single arbitrator agreed upon the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within the limits of Brihan Mumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be *determined by the arbitrator*. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision.**

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No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid.

All awards shall be in writing and for claims equivalent to 5,00,000 or more such awards shall state reasons for amounts awarded. The expenditure of arbitration shall be paid as may be determined by arbitrator.

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

As per Hon'ble M.C's approval dtd. 17-8-2019, the existing clause is now replaced as follows :

13.e Arbitration and Jurisdiction

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

i) In case of a contract where the contract price and/ or contract value is less than Rs. 5,00,00,000/- (Rupees Five Crore Only), any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act, 1996 (amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said aribtral tribunal. The decision of the arbitral tribunal shall be in writing (with reasons) and which will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitrall tribunal. The seat of the arbitration shall be Mumbai. The venue of arbitration shall be within the limits of Brihan Mumbai. The language of the Arbitration shall be English.

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute,

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the arbitral tribunal shall be appointed by the recognised arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules").

(II) In case of contract where the contact price and/ or contract value is Rs.5,00,00,000/- (Rupees Five Crore Only) or more, any dispute arising out of or in connection with such a contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules"). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English.

In either case, the law governing this arbitration agreement and the contract shall be Indian Law.

All the HoDs are hereby directed to note the revised clause in G.C.C. as mentioned above and ensure that the same is included in the tenders invited from 15-1-2019 onwards. If the tenders are already invited before 15-1-2019 and the Packet 'A' is not opened, then the corrigendum shall be issued so as to see that all the new tenders accepted/invited after 15-9-2019 shall include this revised condition and will become a part of the contract for all such works.

Sd/-22.08.2019
Dir. (E.S. & P.)

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

Sd/-06.09.2019
M.C.

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

Copy to :

Asstt. Comm, Ward / City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / H. E. / Ch.Eng. (WSP) /Ch.Eng.(S.P.) / Ch.Eng.(MSDP) / Ch.Eng. (BM) / Ch.Eng.(Vig) / Ch.Eng. (M&E) / Ch.Eng.(D.P.)/Ch.Eng.(SWD) / Ch.Eng.(SWM) / Ch.Eng.(CTIRC)/Ch.Eng. (Coastal Roads) / Dy. Ch.Eng.(HIC) / Dy.Ch.Eng.(SIC), Supdt. of Gardens / CA (F) / CA (WSSD)/ CA (CPD)

Forwarded for information and necessary action please.

मुख्यलेखापरीक्षक मुंबई प्रमुख लेखापरीक्षक
17 SEP 2019
712
ACLP&WD

Dy. CA (Exp)
लेखा अधिकारी (उच्चपद)

Director (E. S. & P.)

C-A(F)/C उप.प्रमुख लेखापरीक्षक (खर्च)

0311

**BRIHANMUMBAI MUNICIPAL CORPORATION**
**Chief Engineer (Vigilance) Deptt.**

**Circular**

No.ch.E(V)/436/B dated 18/05/2023

Sub: - Annexing the Clause of GRC (Grievance Redressal committee)in the tenders.

Ref: - 1) AMC(P)'s approval U.no. AMC/P/677 dated27.04.2023

As per the directions of AMC(P) u.no. AMC/P/677 dated27.04.2023, all the concerned HODs, Ch.Eng. are requested to annex the Clause of GRC (Grievance Redressal committee) accompanying with this circular, in every tenders, so that vendor directly do not approach to higher authorities.

(Girish B.Nikam)
**Chief Engineer (Vigilance)**

C.C. to:
City Engineer, Hydraulic Engineer, Ch. E.(Roads & Traffic), Ch.E.(S.W.D.), Ch.E.(C.S.), Ch. E. D.P., Ch.E.(W.S.P.), Ch.E.(S.P.), Ch.E.(S.O.), Ch. E. (B.M.), Ch.E.(M&E)., Ch.E.(M.S.D.P.)., Ch.E.(S.W.M.), Ch.E.(C.T.I.&R.C.)., C.A.(Finance), C.A.(Treasury) , C.A.(Stores) , Law Officer. Dy.Ch. E. (Roads)City /W.S./E.S., Dy.Ch. E.(Bridges), Dy.H.E. City/W.S./E.S., Dy.Ch. E. (S.W.D.)City/E.S./W.S., Dy.Ch.E.(Civil)Environmental, Dy.Ch.(SIC), Dy.Ch.E.(B.M.)City/W.S./E.S., Dy.H.E.(Ops), Dy.H.E.(PPC), Dy.H.E.(Const), Dy.C.E.(P.I.Cell), Dy.Ch.E(HIC) , Dy.C.E. (BC)City / E.S./ W.S., Dy.H.E.(Maint), Dy.Ch.E.(Traffic), Asst. Comm.(A.H.T. )Wards., Asst. Comm.(Market.), Asst. Comm.( Estate ), E.E. (B.C. ) City, E.E. (B.C.) W.S., E.E. (B.C.) E.S., E.E.(M & R),E.E. (Garden Cell)A.O.FAS, A.O.FSA, A.O.FRD-II (City), A.O. (Stores), A.O.(Transport), Dean KEM Hospital, Dean Nair Hospital Dean Sion Hospital, Dean Cooper Hospital.

## ANNEXURE

## GRIEVANCE REDRESSAL MECHANISM

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

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

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

Upon receipt of such application for review, BMC may decide whether the bid process is required to be suspended pending disposal of such review. The BMC after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

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

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

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

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

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

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

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

Official Seal and Address

Full Signature of the tenderer with

Imp circular

महाराष्ट्र शासन

मुद्रांक जिल्हाधिकारी, अंमलबजावणी-2, मुंबई यांचे कार्यालय,

प्रधान मुद्रांक कार्यालय, नगर भवन, फोर्ट, मुंबई - 400 001.

दूरध्वनी क्र. 022 22664585 email. cusenf2@gmail.com

जा.क्र./मु.जि.अंमल-2/10ड/114 /2025 दिनांक. 04 FEB 2025

प्रति,

उप प्रमुख अभियंता यांत्रिकी व विद्युत (मध्यवर्ती खरेदी खाते)
566, ना. म. जोशी मार्ग, भायखळा (प.), मुंबई- 400011
ई-मेल- dyche.cpd@mcgm.gov.in

विषयः महाराष्ट्र मुद्रांक अधिनियमार्थे कलम 10 ड अन्वये दस्तांवर मुद्रांक शुल्क वसुल करुन त्याबाबत मासिक अहवाल सादर करणेबाबत.

संदर्भ -1) महाराष्ट्र मुद्रांक अधिनियम मधील 10 ड तसेच शासन अधिसुचना दि.03/06/2016.
2) मा.नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, पुणे यांचेकडील परीपत्रक क्र. जा. क्र.12/म.मु.अधि.कलम10ड/355/2023, दिनांक 07/07/2023.
3) या कार्यालयाचे पत्र जा.क्र.मु. जि.अंमल-2/10-ड/676-683/2023 दि.18/07/2023
4) उपप्रमुख लेखापाल (महसूल-2), वृहन्मुंबई महापालिका यांचेकडील पत्र जा. क्र. सीए/एफआरएम/44 दि.12/05/2023
5) या कार्यालयाचे पत्र जा.क्र.मु. जि.अंमल-2/10-ड/850-851/2023 दि.14/08/2023
6) नोंदणी व मुद्रांक विभाग, अपर मुद्रांक नियंत्रक, मुंबई यांचे पत्र जा. क्र.मुख्य शाखा10ड/4536/2024, दिनांक 19/09/2024.
7) महाराष्ट्र शासन राजपत्र 14 ऑक्टोबर-2024

उपरोक्त विषयी महाराष्ट्र मुद्रांक अधिनियमातील कलम 10- ड मधील तरतुदीनुसार आपल्या कार्यालयाकडून निष्पादीत करण्यात येणा-या संलेखावर/ दस्तावर देय मुद्रांक शुल्काच्या ई प्रदानाची पडताळणी करणे, चलन विरुपीत करणे इत्यादी कामांसाठी आपल्या कार्यालयातील अधिकारी यांना समुचीत अधिकारी (Proper Officer) म्हणून नामनिर्देशीत करणेबाबत तसेच या कामी सुसुत्रता आणण्यासाठी व शासनाच्या मुद्रांक शुल्काद्वारे मिळणा-या महसुलाचे नुकसान होऊ नये यासाठी एक नोडल अधिका-याची (Nodal Officer) नियुक्ती होणेबाबत मा. नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, पुणे यांचेकडील संदर्भ क्र.2 चे परिपत्रकान्वये कळविले आहे.

त्याअनुषंगाने आपले कार्यालयांमध्ये/ आपल्या अधिनस्त असलेल्या सर्व कार्यालयांमध्ये मुद्रांक शुल्क रद्दबातील माहिती संकलित करण्यासाठी व त्यामध्ये सुसूत्रता आणण्यासाठी "प्रॉपर ऑफिसर" व "नोडल अधिकारी" यांची नियुक्ती करून त्या अधिका-यांचा तपशील कळविणेबाबत तसेच, आपले कार्यालयाकडून/ आपले कार्यालयाच्या अधिनस्त कार्यालयाकडून निष्पादीत झालेल्या नमुद चार प्रकारच्या दस्तांची माहिती या कार्यालयास दरमहा पाठविणेबाबत मा. आयुक्त, बृहन्मुंबई महानगरपालिका यांना संदर्भ क्र.3 अन्वये तसेच, तारखार कळविण्यात आले आहे. तसेच संदर्भ क्र.4 चे पत्रान्वये उक्त माहिती या कार्यालयास सादर करणेबाबत आदेशित केले आहे.

परंतु आपल्या कार्यालयाकडून संपूर्ण माहिती अद्यापी या कार्यालयास प्राप्त झालेली नाही. तरी, आपले मार्फत खालील नमुद माहिती एकत्रित संकलित करुन या कार्यालयास उपलब्ध होणे अपेक्षित आहे.

1) आपले अधिनस्त विभाग/ कार्यालयांमध्ये उक्त अधिनियमाचे कलम 10 (ड) मधील तरतुदींची अंमलबजावणी करणे करीता नियुक्त करण्यात आलेले "प्रॉपर ऑफिसर" व "नोडल अधिकारी" यांची माहिती या पत्रासोबत जोडलेल्या <u>विवरणपत्र क्र. 1</u> मध्ये द्यावी.
2) दरमहा आपले अधिनस्त विभाग/ कार्यालयांकडून निष्पादित झालेले दस्त म्हणजेच (1) कार्यकंत्राट, (2) विकसन करार, (3) टी.डी.आर. हस्तांतरण करार व (4) भाडेपट्टा या चार प्रकारच्या दस्तांची माहिती या पत्रासोबत जोडलेल्या <u>विवरणपत्र क्र. 2</u> मध्ये Hard Copy स्वरुपात द्यावी. तसेच उपरोक्त विवरणपत्र Excel मध्ये Soft Copy स्वरुपात cosenf2.@gmail.com या ई-मेलवर पाठविण्यात यावी.
3) <u>या पत्रासोबत जोडलेल्या प्रपत्र क्र.1 व प्रपत्र क्र.2 ची माहिती दरमहा 10 तारखेपुर्वी या कार्यालयास सादर करावी.</u>
4) <u>महाराष्ट्र मुद्रांक अधिनियम 1958 मधील कलम 52 (ब) मध्ये नमुद केल्यानुसार मुद्रांक खरेदी केल्याच्या तारखेपासून सहा महिन्यांचा कालावधी पुर्ण होण्यापूर्वी वापरता येतील.</u>
5) महाराष्ट्र शासन राजपत्र दिनांक-14/10/2024 अन्वये महाराष्ट्र मुद्रांक अधिनियमातील अनुच्छेद 63 मध्ये कार्यकंत्राट च्या दस्तांवर मुद्रांक शुल्कांत खालीलप्रमाणे सुधारणा करण्यात आलेली आहे.

| Article | Description of Instrument | Stamp Duty before 14/10/2024 | Stamp Duty from 14/10/2024 |
|---|---|---|---|
| 63 | Work Contract | | |
| | a) Up to Rs. 5 lakhs | Rs. 500/- | Rs.500/- |
| | a) Above Rs. 5 lakhs up to Rs.10 lakhs. Rs. 500/- (Five hundred rupees.) | Rs. 500/- | Rs.500 + 0.3 % on the amount above Rs. 5 lakhs Max Rs. 25 Lakhs |
| | b) Above Rs. 10 lakhs | Rs. 500 + 0.1% Max Rs. 25 lakhs | Rs:500 + 0.3% on the amount above Rs: 5 lakhs Max Rs. 25 Lakhs |

तरी आपल्या कार्यालयाकडील दिनांक- 1-11-10/2024 रोजी निदर्शनास आणलेल्या कार्यवाही दरम्यान उपलब्ध झालेली मुद्देमाल मुल्यवान वस्तू यादी सदर निवेदनासह अ.1 व निवेदनासह अ.2 यादी आपणास सादर

तरी उक्त नमूद माहिती अद्ययावत स्वरूपात या कार्यालयास सादर करावी. सदरची बाब ही गंभीर स्वरूपाची निगडीत असल्याने आपण गांभिर्याने नोंद घ्यावी.

(अजित नैराळे)
मुद्रांक जिल्हाधिकारी, अमलबजावणी 2

सोबत
1) सदर अ.6 व 7 ची प्रत.

प्रत- मा. आयुक्त, बृहन्मुंबई महानगरपालिका मुख्यालय, मुंबई छत्रपती शिवाजी महाराज टर्मिनस, मुंबई- 400001 यांना माहितीस्तव सादर.

बृहन्मुंबई महानगरपालिका
उप आयुक्त (अपील) यांचे कार्यालय
दिनांक : 17 FEB 2025
Dy.C.(Appls) 6028
उप आयुक्त (अपील) / लखोबा

मुख्य लिपिक (आस्था/व्यय/आवक-जावक विभाग)
यांचेस कार्यवाही व्हावी.

सहायक अधिकारी
प्रशासकीय अधिकारी
(मध्यवर्ती कचेरी खाते)

अभिप्राय
इतर उचित पुढील कार्यवाही
करावी

1405

# महाराष्ट्र शासन

## मुद्रांक जिल्हाधिकारी अंमलबजावणी -1, मुंबई, यांचे कार्यालय

प्रधान मुद्रांक कार्यालय नगर भवन, फोर्ट, मुंबई 400 001.
Tel.No.22664585 Email Id cosenf1.mumbai@igrmahrashtra.gov.in Fax.no.22656904

जा.क्र.मु.जि.अंमल-1/ ४४० / २०२३ दिनांक :- 2 NOV 2023

प्रति,
प्रमुख अभियंता (किनारी रस्ता प्रकल्प)
म्युनिसिपल अभियांत्रिकी हब इमारत,
तिसरा मजला, डॉ.ई. मोझेस रोड,
वरळी नाका, वरळी, मुंबई - 400 018

विषय- महाराष्ट्र मुद्रांक अधिनियमान्वये मुद्रांक शुल्क वसुलीबाबत.

संदर्भ-1. आपले दि.14/07/2023 रोजीचे पत्र
2.या कार्यालयाचे जा.क्र.396 दि.23/02/2016 रोजीचे पत्र

महोदय,

उपरोक्त संदर्भिय पत्र क्रमांक 2 अन्वये आपणास पत्राद्वारे कळविण्यात आले आहे. (सोबत पत्राची छायांकित प्रत अवलोकनार्थ जोडली आहे)

तसेच उपरोक्त विषयांकित प्रकरणी संदर्भ क्र.1 अन्वये आपण कार्यकंत्राटाच्या दस्तावरील "बँक हमीपत्र अनुच्छेद 54 (Read with 40(b)) नुसार एकुण रकमेवर 0.5% मुद्रांक शुल्क देय आहे. तसेच मुदत संपल्यावर बँक हमीपत्राचा कालावधी वाढविण्यात आल्यास ते नविन बँक हमीपत्र समजून त्यावर 0.5% मुद्रांक शुल्क भरणे आवश्यक आहे." या विषयाबाबत अभिप्राय/खुलासा मागविलेला होता.

त्यास अनुसरुन आपणास कळविण्यात येते की कार्यकंत्राटाच्या दस्तावरील बँक हमीपत्र अनुच्छेद 54 (Read with 40(b)) नुसार एकुण रकमेवर 0.3% मुद्रांक शुल्क देय आहे. तसेच मुदत संपल्यावर बँक हमीपत्राची कालावधी वाढविण्यात आल्यास ते नविन बँक हमीपत्र समजून त्यावर 0.3% मुद्रांक शुल्क भरणे आवश्यक आहे. तसेच आपण संदर्भित पत्राद्वारे उल्लेखित केलेल्या बाबीबाबत खुलासा खालीलप्रमाणे आहे.

| | | |
|---|---|---|
| 1. | उपरोक्त संदर्भांकित जा.क्र/अंमल/कार्यकंत्राट/396/2016 दि. 23/02/2016 च्या पत्रानुसार कंत्राटदाराने भरावयाच्या मुद्रांक शुल्काच्या दरात काही बदल झालेला आहे किंवा सध्यापण या पत्रातील दरानेच मुद्रांक शुल्क भरावयाचे आहे. | कार्यकंत्राटावर 0.1% दराने पूर्वीप्रमाणेच आकारणी करावी. |

| | | |
|---|---|---|
| 2. | कंत्राटदाराने बँक हमीपत्र कालावधी संपण्यापुर्वी बँक हमीपत्राची मुदत वाढविल्यास, त्यानुसार मुदतवाढ करण्यात आलेल्या बँक हमीपत्राला नविन बँक हमीपत्र समजण्यात येऊन कंत्राटदारास मुद्रांक शुल्क भरण्याची आवश्यकता आहे का ? | बँक हमीपत्र कालावधी संपण्यापुर्वी बँक हमीपत्राची मुदत वाढविल्यास, बँक हमीपत्राला नविन बँक हमीपत्र समजण्यात येऊन कंत्राटदारास त्यावर मुद्रांक शुल्क भरण्याची आवश्यकता आहे. |
| 3. | असल्यास अद्ययावत मुद्रांक अधिनियमामध्ये वाढीव कालावधीच्या व दुरुस्ती बँक हमीपत्रावर मुद्रांक शुल्क आकारण्याची कोणती तरतूद आहे. | अनुच्छेद 54 अन्वये |
| 4. | महाराष्ट्र मुद्रांक कायदा 1958, शेड्युल 1 व शेड्युल 2 चे दि. 20/01/2022 पासूनचे सुधारीत आर्टीकल नं.54 ज्यामध्ये मुद्रांक शुल्क बँक हमीपत्राच्या 0.3% व जास्तीत जास्त रु. 20 लाख असे नमूद केले आहे ते सद्यस्थितीत लागू आहे किंवा कसे ? | लागू आहे.<br>(एन. एन. राजपूरकर)<br>मुद्रांक उपअधिक्षक<br>मुद्रांक जिल्हाधिकारी अंमलबजावणी -1 |

सोबत - पत्राची छायांकित प्रत

(एन. एन. राजपूरकर)
मुद्रांक उपअधिक्षक
मुद्रांक जिल्हाधिकारी अंमलबजावणी -1

# बृहन्मुंबई महानगरपालिका
## विधी खाते

परिपत्रक क्र. २६२०६ दि. 31.08.2023

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

संदर्भ - 1. परिपत्रक क्र. 10539 दि. 28.03.2023
2. एमजीसी/एफ/534 दि. 28.08.2023

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महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणा-या निविदांसंदर्भात लेखी करार करताना पक्षकाराकडून एकत्रितरित्या आकारावयाच्या विधी आकार व लेखनसाहित्य आकाराची उपरोक्त संदर्भित क्र. 1 वरील परिपत्रकानुसार दि. 01.04.2023 पासून आकारणी करण्यात आलेली आहे.

तथापि महानगरपालिका आयुक्त यांच्या संदर्भ क्र. 2 च्या मंजुरीनुसार कंत्राट करार करण्यासाठी वसूल करावयाचे विधी आकार (Legal charges) व लेखनसाहीत्य आकार (Stationery charges) यामध्ये सुधारणा करण्यात आली असून खालील तक्त्यामध्ये दर्शविल्याप्रमाणे दि.01.09.2023 पासून सुधारीत विधी व लेखनसाहित्य (एकत्रितरित्या) आकार विहित करण्यात आलेले आहेत.

| अनु. क्र | कंत्राट किंमत | एकत्रितरित्या आकारावयाचे सुधारीत विधी व लेखन साहीत्य आकार दि. 01.09.2023 पासून दि. 31.03.2024 पर्यंत |
|---|---|---|
| 1 | रु.. 50,000/- | निरंक |
| 2 | रु. 50,001 ते रु. 1,00,00,000 | कंत्राट किंमतीच्या 0.10% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक 18% दराने वस्तू व सेवाकर ( किमान रु. 1000/- अधिक वस्तू व सेवाकर आणि कमाल रु. 10000/- अधिक वस्तू व सेवाकर ) |
| 3 | रु. 1,00,00,001 ते रु. 10,00,00,000/- | रु. 1,00,00,000/- पर्यंतच्या कंत्राट किंमतीसाठी रु.10,000/- अधिक रु. 1,00,00,000/- पेक्षा जास्त रक्कमेवर 0.05% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक 18% दराने वस्तू व सेवाकर |

| | | |
|---|---|---|
| 4 | रु. 10,00,00,001 ते पुढील कंत्राट किमतीसाठी | रु. 10,00,00,000/- पर्यंतच्या कंत्राट किमतीसाठी रु.55,000/- अधिक रु. 10,00,00,000/- पेक्षा जास्त रक्कमेवर 0.01% दराने (अशी येणारी रक्कम पुढील रकमेच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक 18% दराने वस्तू व सेवाकर |

31/8/23

( शोभा अजितकुमार )
उप कायदा अधिकारी
(हस्तांतरण -2)
विधि खाते

31-08-2023

( संदिप मो. पाटील )
संयुक्त कायदा अधिकारी (प्र.)
(शहर दिवाणी न्यायालय)
विधि खाते

31/8/2023

( सुनिल सोनवणे )
कायदा अधिकारी
विधि खाते

परिपत्रक क्र. दि. 31.08.2023

प्रत ..... यांना माहीतीकरीता व पुढील आवश्यक त्या कार्यवाहीकरीता अग्रेषित.

31-08-2023

( संदिप मो. पाटील )
उप कायदा अधिकारी (आस्थापना)
विधि खाते

**बृहन्मुंबई महानगरपालिका**

**परिपत्रक**

२०२५-२६

**क्र. सीए / एफआरजी / १५ दिनांक २०.०३.२०२६**

विषय :- महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणा-या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांकरिता आकारण्यात येणाऱ्या निविदा शुल्कात (Tender Fee) वाढ करण्याबाबत.

संदर्भ :- १) क्र. एमजीसी/एफ/४४७१ दि. ०३.१०.२०२४

२) परिपत्रक क्र. सीए/एफआरजी/०९ दि. ०४.१०.२०२४

३) परिपत्रक क्र. सीए/एफआरजी/१७ दि. १७.०३.२०२५

बृहन्मुंबई महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणाऱ्या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवज यांच्या करिता पक्षकारांकडून आकारण्यात येणारे निविदा शुल्क उपरोक्त संदर्भ क्र. ०३ वरील परिपत्रकानुसार दिनांक ०१.०४.२०२५ पासून दिनांक ३१.०३.२०२६ पर्यंत सुधारीत दराने ऑनलाईन पद्धतीने आकारण्याबाबत निर्देश देण्यात आले होते.

दिनांक ०१.०४.२०२६ पासून मागविण्यात येणाऱ्या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांच्या किमतीच्या दरांमध्ये सन २०२५-२६ या वर्षामध्ये १०% वाढ करण्यात येत आहे त्यानुसार लागू करावयाचे निविदा शुल्काचे सुधारित दर खालीलप्रमाणे आहेत :-

| अनु क्र. | स्वारस्याची अभिव्यक्ती प्रस्ताव/ मालाचा पुरवठा/ सल्लागार सेवासह स्थापत्य कामे आणि सेवा इत्यादी विषयक कार्यालयीन अंदाजे रक्कम | अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ ई-निविदा दस्तऐवजांचे विद्यमान निविदा शुल्क (दि. ०१.०४.२०२५ पासून दि. ३१.०३.२०२६ पर्यंत) | दि. ०१.०४.२०२६ पासून दि. ३१.०३.२०२७ पर्यंत मागविण्यात येणाऱ्या अनस्टार दरपत्रिका/निविदा/दरपत्रिका/ ई-दरपत्रिका/ ई-निविदा दस्तऐवजांचे सर्व देकारदारांकडून वसूल करावयाचे निविदा शुल्क |
|---|---|---|---|
| ०१ | रु. ०३ लाखापर्यंत | रु. ३६३/- + १८% वस्तू व सेवाकर | रु. ४००/- + १८% वस्तू व सेवाकर |
| ०२ | रु. ३,००,००१/- ते रु. ५,००,०००/- | रु. ७२६/- + १८% वस्तू व सेवाकर | रु. ८००/- + १८% वस्तू व सेवाकर |

| | | | |
|---|---|---|---|
| ०३ | रु. ५००,००१/- ते रु. १०,००,०००/- | रु. १,४५२/- + १८% वस्तू व सेवाकर | रु. १,६००- + १८% वस्तू व सेवाकर |
| ०४ | रु. १०,००,००१/- ते रु. २५,००,०००/- | रु.३,६३०/- + १८% वस्तू व सेवाकर | रु.३,९९३/- + १८% वस्तू व सेवाकर |
| ०५ | रु. २५,००,००१/- ते रु. ५०,००,०००/- | रु. ७२६०/- + १८% वस्तू व सेवाकर | रु. ७,९८६/- + १८% वस्तू व सेवाकर |
| ०६ | रु. ५०,००,००१/- ते रु. १,००,००,०००/- | रु.१४,५२०/- + १८% वस्तू व सेवाकर | रु.१५,९७२/- + १८% वस्तू व सेवाकर |
| ०७ | रु. १,००,००,००१/- ते रु. २५,००,००,०००/- | रु.१८,१५०/- + १८% वस्तू व सेवाकर | रु १९,९६५/- + १८% वस्तू व सेवाकर |
| ०८ | रु. २५,००,००,००१/- पेक्षा जास्त | रु.३०,२५०/- + १८% वस्तू व सेवाकर | रु. ३३,२७५/- + १८% वस्तू व सेवाकर |

अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांच्या किंमतीचे सुधारीत निविदा शुल्क दिनांक ०१.०४.२०२६ पासून दिनांक ३१.०३.२०२७ पर्यंत अंमलात येतील. संदर्भ क्र. २ च्या परिपत्रकातील अन्य निर्देशांमध्ये कोणतेही बदल करण्यात आलेले नाहीत.

तरी सर्व खाते प्रमुख/सहाय्यक आयुक्त / रुग्णालय प्रमुख / अधिष्ठाता यांनी त्यांच्या अखत्यारीतील संबंधित कर्मचारी वृंदाना उपरोक्त सुचनेची काटेकोरपणे अंमलबजावणी करण्याचे तसेच दिनांक ०१.०४.२०२६ पासून मागविण्यात येणाऱ्या अनस्टार दरपत्रिका / निविदा / दरपत्रिका / ई-दरपत्रिका / ई-निविदा दस्तऐवजांकरीता या परिपत्रकातील सुधारीत दरांनुसार निविदा शुल्क आकारण्याचे निर्देश द्यावेत.

सही/- ०५.०२.२०२६
श्रीम. वैशाली देसाई
प्रमुख लेखापाल (वित्त) प्र.

**परिपत्रक**
**२०२५-२६**
**क्र.सीए / एफआरजी /१५ दिनांक २०.०३.२०२६**

प्रत .....(जादा .....प्रतीसह ) यांना माहितीकरिता व पुढील आवश्यक त्या कार्यवाहीकरिता अग्रेषित.

20.03.2026
**प्रमुख लेखापाल (वित्त) यांजकरिता**

# बृहन्मुंबई महानगरपालिका

## परिपत्रक

२०१९-२०

क्रमांक : सीए/एफबीके/२४१, दिनांक २७.११.२०१९

**विषय : बँकेने दिलेले हमीपत्र (बँकर्स गॅरंटी) स्विकारण्याबाबत.**

संदर्भ : सीए/एफबीके/३९, दिनांक – ०७/१२/२०१२
सीए/एफबीके/२५, दिनांक – १०/१०/२०१२

कंत्राटदार / पुरवठादार यांच्याकडून सादर करण्यात येणारी बँक हमीपत्रे (बँकर्स गॅरंटी) स्विकारण्यासंदर्भात उपरोक्त संदर्भाधीन परिपत्रकान्वये मार्गदर्शनपर सूचना परिक्रमित करण्यात आल्या आहेत. सदर परिपत्रकातील परिच्छेद क्रमांक २ मध्ये पुढील प्रमाणे सुधारणा करण्यात येत आहेत.

सदर परिपत्रकात नमूद केलेली भारतीय रिझर्व बँकेची "rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf" ही लिंक "www.rbi.org.in" अशी वाचण्यात यावी.

तरी, सर्व खातेप्रमुख, सहाय्यक महापालिका आयुक्त आणि संबंधित यांनी वरील सुधारणेची नोंद घेऊन संबंधित कंत्राटदार/पुरवठादार यांना अवगत करावे.

सही/- १४.११.२०१९
**प्रमुख लेखापाल (पा.पु.म.नि.)**

सही/- १४.११.२०१९
**प्रमुख लेखापाल (वित्त) प्र.**

## परिपत्रक

२०१९-२०

क्रमांक : सीए/एफबीके/२४१, दिनांक २७.११.२०१९

---------- यांना प्रत (---------) अधिक प्रतींसह माहितीकरिता व योग्य त्या कार्यवाहीसाठी पाठवित आहे.

सदर परिपत्रक महानगरपालिकेच्या ftp://hr.mcgm.gov.in/Circular/CA/Finance/2019/ या संकेतस्थळावर प्रसिद्ध करण्यात आलेले आहे.

वि.प्र. कथरे २७/११/१९

**प्रमुख लेखापाल (वित्त) यांजकरिता**

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# बृहन्मुंबई महानगरपालिका

## परिपत्रक

२०१७-१८

क्र.सीए/एफबीके-३०३, दि.१७.०३.२०१८

विषय:- बँकेने दिलेले हमीपत्र (बँकर्स गॅरंटी) स्वीकारण्याबाबत.

संदर्भ:- सीए/एफबीके/२५, दि.३०.१०.२०१४

कंत्राटदार / पुरवठादार यांच्याकडून महानगरपालिकेस सादर करण्यात येणारी बँक हमीपत्रे (बँकर्स गॅरंटी) स्वीकारण्यासंदर्भात उपरोक्त संदर्भित परिपत्रकान्वये मार्गदर्शनपर सूचना निर्गमित करण्यात आल्या आहेत. आयडीबीआय बँकेकडून प्राप्त झालेल्या बँक हमीपत्रांचे (बँक गॅरंटी) रोखीकरण (Encashment) करण्याबाबत अडचणी निर्माण झाल्याचे निदर्शनास आलेले आहे. यास्तव, पुढील आदेश मिळेपर्यंत आयडीबीआय बँकेने दिलेली कोणतीही बँक हमीपत्रे (बँक गॅरंटी) स्वीकारली जाऊ नये.

तरी, सर्व खातेप्रमुख, सहाय्यक महापालिका आयुक्त आणि संबंधित यांनी वरील सुधारणेची नोंद घेऊन काटेकोरपणे अंमलबजावणी होईल याची दक्षता घ्यावी.

| | | |
|---|---|---|
| सही/१७.०३.२०१८ | सही/१७.०३.२०१८ | सही/१७.०३.२०१८ |
| (श्री.रामदास. क. आव्हाड) | (श्री.प्रदिप.भा.पडवळ) | (डॉ.संजय मुखर्जी) |
| प्रमुख लेखापाल (पा.पु.म.नि.) | प्रमुख लेखापाल (वित्त)प्र. | अतिरिक्त आयुक्त (प्रकल्प) |

परिपत्रक

२०१७-१८

क्र.सीए/एफबीके-३०३, दि.१७.०३.२०१८

----------यांना प्रत (———) अधिक प्रतींसह माहिती करिता व योग्य कार्यवाही साठी पाठवित आहे.

प्रमुख लेखापाल (वित्त)प्र. यांजकरिता

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