E – Tender for

"Supply and apply of Digital wall painting at various Refuse Transfer Station under Chief Engineer (SWM) Project department"

Website – https://portal.mcgm.gov.in/tenders
https://mahatenders.gov.in/

Tender No. 2026_MCGM_1355008

Due Date: - 03/12/2026

Office of the
Chief Engineer (Solid Waste Management) Project,
1st, 2nd, 3rd & 4th floor, Bai Padmabai Thakkar Marg,
Kotwadi, Mahim (Shivaji Park), Mumbai – 400016.
Phone:- 022-24320665
Email- (ee01che.swmproject@mcgm.gov.in)

Sd/- 12.11.2026	Sd/- 12.11.2026	Sd/- 12.11.2026
S.E.(SWM)Pr. -RTS Prepared by	**A.E.(SWM)Pr.-RTS** Checked By	**E.E.(SWM)Pr-RTS** Reviewed by

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SECTION 1

E-TENDER NOTICE

Brihanmumbai Municipal Corporation

(Solid Waste Management Department)

Chief Engineer (Solid Waste Management) Project

E-TENDER NOTICE

Tender No. 2026_MCGM_1355008

Sub: "Supply and apply of Digital wall painting at various Refuse Transfer Station under Chief Engineer (SWM) Project department."

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.

Bidding Process will comprise of THREE stages.

The RFP document can be downloaded from Mahatender portal (https://mahatenders.gov.in) or BMC portal (https://portal.mcgm.gov.in). The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC.

Bidders should have valid Class III Digital Signature Certificate (DSC) obtained from any licensed Certifying Authorities (CA) licensed by controller of certifying authorities namely, Safescrypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA. Interested Bidders should follow the "Manuals" available on Mahatender Portal (https://mahatenders.gov.in).

The Pre-qualification, technical and commercial bids shall be submitted online up to the end date & time mentioned below –

Sr. No.	Description	Tender fees	EMD (Earnest Money Deposit)	Start date & Time for online Bid Downloading	End date & Time for online Bid Submission
1	Supply and apply of Digital wall painting at various Refuse Transfer Station under Chief Engineer (SWM) Project department	₹9423.48/-	₹ 25,500/-	19.11.2026 From 11.00 AM	03.12.2025 Up to 04.00 PM
Note: Last date for online payment of Earnest money Deposit (EMD) is on or before End date & time prescribed.					

Name of Work	Contract Period	Estimated Cost
Supply and apply of Digital wall painting at various Refuse Transfer Station under Chief Engineer (SWM) Project department .	04 Months	Rs.25,02,190.00

Work / Service Details:

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. 25,500/- (Rupees Thirty Five Thousand Eight Hundred Only) (the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on mahaportal (http://mahatenders.gov.in) as mentioned in the Header Data of the tender.

The RFP document is available on BMC portal (https://portal.mcgm.gov.in) along with this Bid notice. However, the bid will be invited through Mahatender portal (https://mahatenders.gov.in).

The Authority (BMC) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

The Municipal Commissioner reserves the right to reject all or any of the bid(s) without assigning any reason at any stage.

Bidders shall note that any corrigendum issued regarding this bid notice/RFP will be published on the BMC portal and Mahatender portal only. No corrigendum will be published in the local newspapers.

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

Office of the

Chief Engineer (Solid Waste Management) Project,
1st, 2nd, 3rd & 4th floor, Bai Padmabai Thakkar Marg,
Kotwadi, Mahim (Shivaji Park), Mumbai – 400016.

Phone:- 022-24320665

Email- (ee01che.swmproject@mcgm.gov.in)

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

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

Sd/- 12.11.2026

Ex. Eng. (SWM) Project-RTS

RFP Schedule:

S. No.	Particular	Details
1.	Start date of sale of RFP document	**19.11.2026 & 11.00 AM**
2.	Last date for Submission of Queries	**NA**
3.	Pre-Bid Meeting	**NA**
4.	Last date for submission of EMD	**03.12.2026 & 04.00 PM**
5.	Last date and time for RFP Submission	**03.12.2026 & 04.00 PM**
6.	Date and time of opening of Technical Cover	**04.12.2026 & 04.00 PM**
7.	Date and time for opening of Commercial bids	**05.12.2026 after 04.00 PM**
8.	Venue for Pre-bid Conference/Bid Opening	**Chief Engineer (Solid Waste Management) Project, 1st, 2nd, 3rd & 4th floor, Bai Padmabai Thakkar Marg, Kotwadi, Mahim (Shivaji Park), Mumbai – 400016.**

This tender document is not transferable.

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

sd/- 12.11.2026

Ex. Eng. (SWM) Project-RTS

Fact Sheet:

Clause Reference	Topic
Commercial Bid Evaluation	The method of selection is: ***CBS (Cost Based Selection - L1)***
Downloading RFP Document	RFP can be downloaded from **https://portal.mcgm.gov.in** or **https://mahatenders.gov.in**
Earnest Money Deposit (EMD)	Bidders are required to pay the EMD of ₹ 25,500/- through online mode on **https://mahatenders.gov.in.**
Scope of Work	Mentioned in separate section below
Pre-bid meeting and clarifications	Pre-bid meeting will be held as per RFP schedule and clarifications will be displayed within 2-3 working days.
Language	Proposals should be submitted in the **English** language only.
Taxes	The bidder shall quote inclusive of all taxes GST, Levies, Duties, Cess etc as applicable at the time of bid submission. 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. The bidder must quote price in Indian Rupees (₹) only.
Bid Validity	Proposals must remain valid till **180 days** after the submission date.
Submission of Responses	Bidders must upload and submit all the documents on the Mahatender portal **https://mahatenders.gov.in**. *Each of the above documents must be uploaded in the format specified for this purpose.*
Submission of Proposals	This is online process; interested bidders are required to submit the proposal online only by the date and time specified for the RFP. No physical copies will be entertained from the bidders.
Last Date of Submission	Proposals submitted after the due date and time specified in this RFP or in trailing corrigendum if any will not be accepted by the e-Tender portal.
RFP Tender Fee	All bidders shall pay Tender fee of **₹ 7986/- + GST @18% i.e. ₹9423.48/- online on Mahaportal** In case of revision of the above-mentioned Tender fee, bidders shall pay revised Tender fee.

SECTION 2

ELIGIBILITY CRITERIA

Eligibility Criteria

A) 1.1Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature or currently executing the work of similar nature as described in para 1.3 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.

Three similar completed/ongoing works (value of completed part of ongoing work) each costing not less than amount as mentioned below (Rs.)	**Or**	**Two similar completed/ongoing works (value of completed part of ongoing work) each costing not less than amount as mentioned below (Rs.)**	**Or**	**One similar completed/ongoing work (value of completed part of ongoing work) each costing not less than amount as mentioned below (Rs.)**
Rs. 5,00,438.00		**Rs. 6,25,547.50**		**Rs. 10,00876.00**

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

1.2 Financial Capacity

The Bidder shall have achieved an average annual financial turnover as certified by 'Chartered Accountant 'not less than **Rs. 7,50,657.00** in financial years 2023-24, 2024-25, 2025-26.

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

1.3 Similar Experience:

Similar work shall mean, "The bidder should have work experience related to digital art wall painting and its lamination in any Government/ Semi–Government/ Local self-government/ Public Sector Organizations."

Note: - The bidder shall disclose the litigation history in packet 'B' under the head "Details of Litigation History". If there is no Litigation History,

the bidder shall specifically mention that there is no Litigation History against him as per the clause of Litigation History. In case there is litigation History –Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./ Govt. Organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC & BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the details submitted by the bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the BMC works which can spoil the quantity, output, delivery of any goods or any work execution and within the timeframe.

B) Bid Capacity:-

Bid Capacity not applicable in this case.

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

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

~~Where,~~

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

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

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

C) Infrastructural Set Up:

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

D) Joint Venture

Joint Venture is **not** allowed in this tender.

SECTION 3

DISCLAIMER

DISCLAIMER

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

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

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

The Brihanmumbai Municipal Corporation (BMC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense

which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Brihanmumbai Municipal Corporation (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statements contained in this e-tender.

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

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

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

SECTION 4

INTRODUCTION

Background: -

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

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

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

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

In order to render the effective S.W.M. services with quick clearance of daily generated M.S.W. from various ward mini compactors are unloaded at four Refuse Transfer Station. Further, the unloaded refuse is removed and transported to Kanjur / Deonar Landfill for disposal by use of M.S. Closed Body vehicles.

The scope of work is explained in detail in Section-7 of this document under the topic "Scope of work"and in Section-10 of this document "Specifications"

SECTION 5
E-TENDERING ONLINE SUBMISSION

PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

The e-tender is available on BMC portal, http://portal.mcgm.gov.in, or Mahatender Portal (https://mahatenders.gov.in) as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission.

The Covers for prequalification / Technical eligibility and Financial bid of the tenderer will be opened as per the time-table shown in the Header Data in the office of Ch. Eng. (SWM) Project.

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

SECTION 6
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, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/Private Limited Companies/Public Limited Companies/ Companies registered under the Indian companies' act 2013.

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

Eligibility Criteria

A) 1.1Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature or currently executing the work of similar nature as described in para 1.3 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.

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Rs. 5,00,438.00		**Rs. 6,25,547.50**		**Rs. 10,00876.00**

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

applications for tenders. However, in case of ongoing work no enhancement in the value of completed part of the work will be made.

1.2 Financial Capacity

The Bidder shall have achieved an average annual financial turnover as certified by 'Chartered Accountant 'not less than **Rs. 7,50,657.00** in financial years 2023-24, 2024-25, 2025-26.

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

1.3 Similar Experience:

Similar work shall mean, "The bidder should have work experience related to digital art wall painting and its lamination in any Government/ Semi–Government/ Local self-government/ Public Sector Organizations."

Note: - The bidder shall disclose the litigation history in packet 'B' under the head "Details of Litigation History". If there is no Litigation History, the bidder shall specifically mention that there is no Litigation History against him as per the clause of Litigation History. In case there is litigation History –Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./ Govt. Organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with BMC & BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the details submitted by the bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the BMC works which can spoil the quantity, output, delivery of any goods or any work execution and within the timeframe.

B) Bid Capacity

Bid Capacity not applicable in this case.

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

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

~~Where,~~

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

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

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

E) Infrastructural Set Up:

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

F) Joint Venture

Joint Venture is **not** allowed in this tender.

G) Equipment Capabilities as required for this work:

The bidder should, undertake their own studies and furnish with their bid, a detailed Project and methodology supported with assessment study of requirements of equipment/vehicles & machineries to allow the employer to review their proposal. The successful bidder will make the arrangements of the required equipment/vehicles on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge and as per specifications. The successful bidder and, to that effect he will ensure commitment on an undertaking on Rs.500/- stamp paper to be submitted along with the Bid in Packet B.

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

H) Time Period of the Project:

The contract period of the project is One Year, excluding non working period) from the date of starting of work including mobilization period as mentioned in the specifications. The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor. ~~The programme for completion of work for the period from the date of issue of letter of acceptance to the start date of the contract period shall be a part of the Contract Document in the form of Bar Chart / Gantt chart. The Contractor is supposed to carry out the work and keep the progress as per Bar Chart/GANTT Chart. The Contractor shall complete the work as per the Schedule given in the Contract and the programme submitted by the Contractor.~~

I) <u>Contract Execution: -</u>

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

security/contract deposit/ within 30 days from the date of letter of acceptance received by him.

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

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

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

L) <u>Contract may be rescinded and security deposit forfeited for bribing a public officer or if contractor becomes insolvent</u>

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**

Submission of Tenders

COVER – 'A' (Fee / Technical Qualification / Eligibility criteria)

The COVER 'A' shall contain scanned certified copies of the following documents-

Scrutiny of this cover will be done strictly with reference to only the scanned copies of Documents uploaded online in this cover -

a) Valid Registration Certificate.
b) Valid Bank Solvency Certificate of **Rs. 8.0 Lakhs** not more than one year old from due date of the tender.
c) A document in support of Registration under Maharashtra 'Goods & Service Act 2017. GST Registration Certificate in Maharashtra (or equivalent requirement under GST). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST Registration Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released
d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.

The bidders shall categorically provide their Email-ID and contact details in this cover.

Technical Qualification: (The scanned certified copies of the following documents)-

a) The list of similar type of works as stated in para '**Technical Capacity**' in **section-2** 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 '**Technical Capacity**' in **section-2**.

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

c) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the 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/ resources before start of the work.

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

ii. The undertaking of Rs. 500/- stamp paper as per the proforma annexed in 'Annexure B & C'

NOTE:

- If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- If it is found that the tenderer has not submitted required documents in this cover 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.
- **Bidders shall submit the undertaking for machinery / equipment / vehicle / manpower capability and other undertakings as such on single Rs. 500/- stamp paper.**

iii. The tenderers shall upload work plan as per the following outline:

~~1. GANTT chart/BAR chart / CPM chart showing the completion of work, considering major activities.~~

2. Organizational set up envisage by the contractors.
3. Equipment/Vehicle proposed to be deployed for this work.
4. Office proposed to be set up in MMR region (if not at Present).

5. A note on how the whole work will be carried out (work plan including methodology).
6. Quality management plan.
7. All the activities included in the Scope of Work shall be covered in the work plan.

Note:

i. The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs.500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.

ii. The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

Note:

- If it is found that the tenderer has not submitted required documents 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.

Financial cover

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. For financial cover, tenderer (s) will fill data in the (.xls) sheet provided in percentage. The other contents of the sheet except vendor details and % age quote are password protected and shall not be tempered with in any case by the tenderer. The tenderer shall quote his percentage variation figures. **(If entered '0' it will be treated as 'at par'**. The (.xls) sheet shall be validated, saved and uploaded in Financial cover by the tenderer. The detailed procedure for uploading the documents and submission of e-tender can be found on Mahatender Portal (https://mahatenders.gov.in).

~~As this Tender is Item Rate Tender, the tenderer shall quote his rate in figures and GST % separately in the GST column of the (.xls) sheet provided The (.xls) sheet shall be validated, saved and uploaded in Financial cover by the tenderer. The other contents of the sheet except vendor details and rate quote are password protected and shall not be tempered with in any case by the tenderer. The detailed procedure for uploading the documents and bid submission for Item Rate Tender Document can be found on Mahatender Portal (https://mahatenders.gov.in).~~

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 Executive Engineer / Dy.Ch. Eng. The format for rate analysis is annexed at Annexure D.

➢ **BID SECURITY OR EMD**

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centers in BMC Ward Offices.
- Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive. The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- The Bid Security/ EMD of L-2 and downward bidder(s)(i.e. L-3,L-4…) shall be refunded immediately after opening of financial bid.
- In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.
- The Bid Security may be forfeited:
    a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
    b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
        i. sign the Agreement; and/or
        ii. Furnish the required Security Deposits.

1. The cases wherein if the shortfalls are not complied by a Bidder / contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are re-ported, 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 bid will be liable for rejection**.

Note:

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

a. Non-submission of following documents,

i. **Valid Registration Certificate**
ii. **Valid Bank Solvency**
iii. **Goods & Sales Tax (GST) Registration Certificate**
iv. **Certified Copies of PAN documents and photographs of individuals, owners, etc**
v. **Partnership Deed and any other documents**
vi. **Undertakings as mentioned in the tender document.**

B. Non-curable Defect shall mean:-

a. **In-adequate submission of EMD amount,**
b. **In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.**
c. **Wrong calculation of Bid Capacity,**
d. **No proper submission of experience certificates 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 Employer as non-responsive.**
- In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

SECURITY DEPOSIT

A. Security Deposit

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

Contract Deposit – The successful tenderer, here after referred to as the contractor shall pay an amount in the form of cash or Demand Draft or Government securities or Fix deposit receipts or **BANK GUARANTEE** equal to **Five (5)** percent of the contract sum within thirty days from the date of issue of letter of acceptance.

Refund of Contract Deposit

The Contract Deposit shall be released within 30 days after completion of contract period subject to no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor.

***Note:**

a. It shall be clearly mentioned that the BG shall be applicable for individual work/contract and clubbing of various contracts of the said contractor will not be allowed. In case of obtaining Bank Guarantee, it is necessary that the final year **BG shall be valid further 6 months from the completion of contract 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.
c. Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai up to Virar & Kalyan. List of approved Banks is appended at the end of Instructions to Bidders (ITB). The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Regional Branch of the same bank within the Mumbai City Limit categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank itself in case of default

by the Contractors furnishing the Bank Guarantee. The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

B. <u>Additional Security Deposit</u>

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: The ASD shall be paid offline and shall be applicable as under:-

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 and part thereof above 12.00 % rebate For e.g. :- Rebate quoted (-)18.06% ASD = (18.06-12) x 1% x Estimated Cost
3.	20.01% rebate and 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% -20.00%) x 2} x Estimated Cost

Along with LOA department shall issue challan of requisite amount of ASD to be deposited by the contractor.

The ASD is to be submitted within 15 working days after issue of LOA in the form of Demand Draft at the CFC Counter and submit copy of the receipt to the concerned HOD. lf 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, 1OO% 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 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. 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 Work, only such proposition thereof as the Engineer determines (having regard to the relative value of such section or part of the Work) shall be considered by the Engineer for the payment to the contractor.

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

Successful tenderer shall pay the Legal Charges+Stationary charges as below or as per latest applicable Circular u/no 26206 dt. 31.08.2023 or latest applicable circular at the time of award of contract.

Contract Value						Legal + Stationary Charges
From	Rs.	---	To	Rs.	50,000/-	Nil
From	Rs.	50,001/-	To	Rs.	1,00,00,000/-	@ 0.10% of contract cost (Round up to hundreds)+ 18% GST Min. Rs 100/- + GST & Max Rs 10,000/- + GST)
From	Rs.	1,00,00,001/-	To	Rs.	10,00,00,000/-	Up to 1,00,00,000/- Rs 10,000/- + For more than 1,00,00,000/-@ 0.05% (Round up to hundreds)+ @ 18% GST
From	Rs.	10,00,00,001/-	To	Rs.	Further contract cost	Up to 10,00,00,000/- Rs 55,000/- + For more than 10,00,00,000/-@ 0.01% (Round up to hundreds)+ @ 18% GST

D. Stamp Duty: (As per applicable circular)

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

I. 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 labor or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

A	Where the amount or value set forth in such contract does not exceed rupees ten lakhs.	Five Hundred rupees stamp duty
B	Where it exceeds rupees ten Lakhs	Five hundred rupees plus 0.1% of amount above rupees ten lakhs subject to the maximum of Rs. Twenty-Five Lakhs stamp duty.
C	Stamp duty on BG	0.5% on amount of BG paid by successful contractor.

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

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

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

V. All above mentioned values are as applicable while inviting the tender. However, the contractor has to pay the stamp duty charges as per the latest applicable circular at the time of award of contract.

IMPORTANT DIRECTIONS

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

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

2. Applicants/Bidders shall refer Mahatender Portal (https://mahatenders.gov.in). for "The Manual of Bid- Submission for Percentage Rate/Item Rate Tender Document." The detail guidelines for creation and submission of bid are available in the referred document.

   Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to ee01che.swmproject@mcgm.gov.in. The subject shall clearly bear the following identification/ title: "**Queries/Request for Additional Information: TENDER for "Subject of the tender"** Any changes in mail ID will be intimated on the portal.

3. In case of **Equal Rate of lowest bidders (L1)**, the allotment of work shall be done by giving **48 hrs (2 working days)** from the day of opening of Financial cover on same BID-Document number **for re-quoting** and such development needs to done by IT department in Mahatender Portal (https://mahatenders.gov.in). **Till such development is made; 'Sealed Bids' shall be called from the bidders quoting the same rates i.e. L1.**

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

4. TENDERERS ARE REQUESTED TO GO THROUGH THE E-TENDER GUIDELINES ON NIC PORTAL (https://mahatenders.gov.in) for registration, enrolments for digital signature certificate and user manual, please refer to respective links provided in e-tendering tab. The vendors can get digital signature from any one of the certifying authorities (CA's) licensed by the controller of certifying authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNT, GNFC and E-mudra.

A. *General*

A. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the SI support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

B. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the purchaser on the basis of this RFP

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the purchaser. Any notification of preferred Bidder status by the purchaser shall not give rise to any enforceable rights by the Bidder. Purchaser reserves rights to cancel this procurement at any time without any notice and reason.

C. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

B. *Compliant Bids / Completeness of Response*

A. Bidders are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

B. Failure to comply with the requirements of this paragraph may render the Proposal non- compliant and the Proposal may be rejected. Bidders must:

a. Comply with all requirements as set out within this RFP.
b. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
c. Include all supporting documentations specified in this RFP

C. *Code of Integrity*

A. No official of a procuring entity or a bidder shall act in contravention of the codes which includes

I. prohibition of
a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
b. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided
c. Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
e. Any financial or business transactions between the bidder and any official of the procuring entity related to RFP or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
g. Obstruction of any investigation or auditing of a procurement

process.

h. Making false declaration or providing false information for participation in a bidding process or to secure a contract;

II. Disclosure of conflict of interest.

III. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

B. In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

D. *Key Requirements of the Bid*

A. Right to Terminate the Process

I. Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.

II. This RFP does not constitute an offer by Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the contract.

B. RFP Scrutiny Fee

I. The RFP documents have been made available to be download without any fee from the website https://portal.mcgm.gov.in.

II. Bidders will need to submit the receipt of fee paid to process EMD refund.

III. Bidders shall submit scrutiny fee to any CFC of BMC after technical scrutiny .

C. Submission of Responses

I. Bidders should submit their responses as per the procedure specified in the manuals published on Mahatender portal (https://mahatenders.gov.in) being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this Model RFP, such as:

a. EMD Receipt

b. Pre-qualification response

c. Technical Proposal & Financial Proposal

d. Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.

II. However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified structure in the Mahatender portal.

III. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freezed) within the submission timelines. The Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines.

IV. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

V. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal.

D. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney / Authorization in the name of the signatory of the Proposal. Copy of the same should be uploaded under the relevant section/folder on the Mahatender portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

E. *Preparation and Submission of Proposal*

A. Proposal Preparation Costs

I. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

II. Purchaser/BMC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

C. Venue & Deadline for Submission of Proposals

The response to RFPs must be submitted on the Mahatender portal (https://mahatenders.gov.in) by the date and time specified in RFP Schedule for the RFP. Any proposal submitted on the portal after the mentioned deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

D. Late Bids

I. Bids submitted after the due date will not be accepted by the Mahatender system and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal

II. Bids submitted by telex/telegram/fax/e-mail/post etc. shall not be considered. No correspondence will be entertained on this matter.

F. *Evaluation Process*

A. Evaluation

I. Purchaser will evaluate the responses of the Bidders.

II. Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

III. The decision of the Purchaser in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Purchaser.

IV. The Purchaser may ask for meetings with the Bidders to seek

clarifications on their proposals

V. The Purchaser reserves the right to reject any or all proposals on the basis of any deviations.

VI. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

VII. If it is found that the Bidder has not submitted required documents as per Pre- Qualification folder or Technical Folder then the Bidder shall be intimated to comply with the said documents within 3 days from the intimation from Purchaser (through email), **otherwise the proposal will be treated as non-responsive**.

VIII. Purchaser reserves the right to accept or reject any or all the Bids without assigning any reason. Moreover, if no intimation is provided by purchaser then the documents submitted cannot be deemed as accepted.

B. *Bid Opening*

I. The Proposals submitted up to due date and time will be opened on Date & time mentioned in RFP Schedule by Purchaser or any other officer authorized by Purchaser, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

II. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the bidding firms to identify their bonafides for attending the opening of the proposal.

C. *Bid Validity*

The offer submitted by the Bidders should be valid for minimum period of **180 days** from the date of submission of bid.

D. *Bid Evaluation*

I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;

a. Are not submitted as specified in the RFP document
b. Received without the Letter of Authorization / Power of Attorney
c. Are found with suppression of details
d. With incomplete information, subjective, conditional offers and partial offers submitted
e. Submitted without the documents requested in the checklist
f. Have non-compliance of any of the clauses stipulated in the RFP
g. With lesser validity period

II. All responsive Bids will be considered for further processing as below.

a. Purchaser will prepare a list of responsive/eligible Bidders, who comply with all the Terms and Conditions of the RFP. All eligible bids will be considered for further evaluation according to the Evaluation process defined in this RFP document. The decision of the Purchaser will be final in this regard.

E. *Technical Qualification Criteria*

a. Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move

to the next stage of Technical and Financial evaluations.

b. The Product offered should meet all the technical and functional specifications given in the section "Scope of Work". Non-compliance to any of the technical and functional specification will attract rejection of the proposal.

c. Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre- Qualification Criteria would be considered technically qualified.

F. *Commercial Bid Evaluation*

a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives if available.

b. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the contract.

c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

d. The bid price will include all taxes and levies and shall be in Indian Rupees.

e. Any conditional bid would be rejected.

f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail"

G. *Award of Contract*

A. Award Criteria

Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

B. Right to Accept Any Proposal and to Reject Any or All Proposal(s)

Purchaser reserves the right to accept or reject any proposal, and to annul the bidding process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

H. *Notification of Award*

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the bidding process/ public procurement process has not been completed within the stipulated period, Purchaser, may like to request the Bidders to extend the validity period of the bid.

I. *Signing of Contract*

Post submission of Performance Guarantee by the successful Bidder, Purchaser shall enter into a contract, incorporating all

clauses of RFP, pre-bid clarifications and the proposal of the Bidder between Purchaser and the successful Bidder.

J. *Failure to Agree with the Terms and Conditions of the RFP*

A. Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

B. In such a case, the Purchaser shall invoke the PBG of the responsive Bidder.

K. *Conflict of Interest*

The Vendor shall disclose to Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.

SECTION 7
SCOPE OF WORK

Scope of Work:

This contract for Supply and apply of Digital wall painting at various Refuse Transfer Station under Chief Engineer (SWM) Project department shall include following works.

- Minor Fixing & Providing holes, blocks, manual cleansing of open premises walls, sweeping, scrubbing, pressured washing by water, removal of minor algae OR funguses etc. and Minor wall flattening preparation for application of digital wall painting
- The designs to be displayed on the wall will be given by the BMC in high resolution printable CDR format OR any printable format as per the requirement of the work
- The design, location and area in sq.ft. of a printable matter will be assigned to successful bidder at the time of actual execution
- Media should be in two parts i.e printable part & it's Liner.
- The printable portion or media shall be PVC free liner.
- The coating or lamination of the wall shall have Anti-stain hydrophobic & oleophobic properties.
- The bidder should visit the site where Digital wall painting with lamination work is to be carried out and should quote accordingly
- The site survey report for any two Refuse Transfer station should be submitted along with tender documents, Non submission of site survey report will result in rejection of tender.

SECTION 8
Bill of Quantities

Schedule (Bill) of Quantities and Rates

Sub: Supply and apply of Digital wall painting at various Refuse Transfer Station under Chief Engineer (SWM) Project department.

Sr. No.	Description	Estimated amount for Inclusive of all taxes, Duties, Levies etc. (In Rs.)	Offer in percentage (+/- __%)
1	Supply and apply of Digital wall painting at various Refuse Transfer Station under Chief Engineer (SWM)Project department.	Rs.25,02,190	__%

SECTION 9
General Conditions of Contract

General Conditions of Contract

A. General

1. Definitions

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

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

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

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

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

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

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

Note: The contract sum shall include the following –

- In the case of item rate contracts, the cost of the work arrived at after finalization of the quantities shown in schedule of items / quantities by

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

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

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

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

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

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

The Authority shall mean Brihanmumbai Municipal Corporation (BMC)

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

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

The Engineer's Representative shall mean the Assistant Engineer, Sub. Engineer/Jr. Engineer in direct charge of the works and shall include

Sub Eng./Jr. Eng. of Civil section/ Mechanical section/ Electrical section appointed by BMC.

The "Engineer" shall mean the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer, appointed for the time being or any other officer or officers of the Municipal Corporation who may be authorized by the commissioner to carry out the functions of the City Engineer / the Hydraulic Engineer / the Chief Engineer / the Special Engineer or any other competent person appointed by the employer and notified in writing to the Contractor to act in replacement of the Engineer from time to time.

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

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

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

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

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

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

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

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

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

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

Variation means a change to the:-

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

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

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

2. Interpretation

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

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

2.3. The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work, (4) Contractor's Bid, (5) Contract Data, (6) Special Conditions of Contract Part (7) General Conditions of Contract Part I, (8) Specifications, (9) Drawings, (10) Bill of Quantities, and (11) Any other document listed in the Contract Data.

3. Engineer's Decisions

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

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

4. Delegation

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

5. Communications

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

6. Subcontracting

Subletting is **not allowed**.

7. Other Contractors: -

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

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

8. Personnel

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

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

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

8.4. The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the BMC /State Government and has either not completed Two Years after the date of retirement or has not obtained BMC/State Government's permission to employment with the Contractor.

9. Employer's and Contractor's Risks

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

10. Employer's Risks

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

11. Contractor's Risks

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

12. Insurance

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

12.1 All insurances to be affected by the Contractors and / or his sub-contractors shall be taken out with Directorate of Insurance, Maharashtra State only". In case, however, a particular aspect is not covered under the policy to be obtained from the Directorate of Insurance, Maharashtra State, the Contractor will be allowed to have such insurance from other insurance company with the prior permission of the Commissioner. It's postal address for correspondences 264 MHADA, Opp. Kalanagar Bandra (E) Mumbai-400051 (Tel No. 6438403) (Fax No. 6438690) However, if the directorate of Insurance does not complete the process of issuing the policy coverage within a period of 30 days from submission of a letter along with the work order by the contractor, it will be presumed that the contractor will be free to obtain insurance from any other insurance company registered with IRDA. The Contractor should produce the documents of insurance done before payment of 1st bill. If the contractor fails to produce the documents of insurance then one percent of the contract

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

13. Site Investigation Reports

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

14. Queries about the Contract Data

The Engineer will clarify queries on the Contract Data.

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

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

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

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

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

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

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

- The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
- The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
- The Solid Waste Management Rules –2016 This provides for management & handling of solid Waste.
- BS-IV/BS-VI Emission Standards, this provides for emission standards of the vehicles to be used in the contract.

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

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

17. Safety

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

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

17.2. First Aid Facilities: -

i. At every work place successful bidder shall provide and maintain first aid box of adequate capacity and it should be easily accessible during working hours.

ii. The first-aid box shall be distinctly marked with a red cross on white back ground.

iii. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

iv. Nothing except the prescribed contents shall be kept in the First-aid box.

v. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

vi. A person in charge of the First-aid box shall be a person trained in First-aid treatment.

18. Instructions

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

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

18.3. Engineer to have power to issue further drawings or instructions:

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

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

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

B. Time Control

19. Delays Ordered by the Engineer

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

20. Management Meetings

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

20.2. The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The

responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

21. Identifying Defects

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

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

22. Correction of Defects

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

22.2. Every time notice of Defect/Defects is given; the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

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

23. Uncorrected Defects and Deficiencies

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

D. Cost Control

24. Variations

The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in

updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

25. Payments for Variations

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

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

26. Payment Certificates

The payment to the Contractor will be as follows:

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

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

c. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

d. The value of work executed shall also include the valuation of Variations and Compensation Events.

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

f. The contractor shall submit all bills on the printed forms at the office of Engineer In-Charge. The charges to be made in the bills shall always be entered at the rates specified in tender.

27. Payments

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

27.2. All sums payable by a contractor by way of compensation under any of these conditions, shall be considered as a reasonable compensation to be applied to the use of BMC without reference to the

actual loss or damage sustained and whether any damage has or has not been sustained.

27.3. No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. One Thousand, the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer In-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actual done and completed and shall not preclude the Engineer In-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim not shall it conclude, determine or effect in any other way, the powers of the Engineer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

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

29. Tax

G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that 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.

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.

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

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

Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced tax rate or additional input tax credit, to BMC. In this regard's bidder shall mandatorily submit undertaking on Rs. 500 bond paper as per 'Special Annexure-II'.

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

30. Currencies

All payments will be made in Indian Rupees.

31. Liquidated Damages

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

E. Finishing the Contract

32. Completion of Work: -

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

33. Final Account

Contractors should submit the final bill within 1 month of physical completion of the work.

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

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

34. Operating and Maintenance Manuals

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

35. Termination

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

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

a. The Contractor stops work when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
b. The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
c. The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
d. The Contractor does not maintain a Security, which is required;
e. The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.

f. The Contractor fails to provide insurance cover as required under relevant clause.

g. If the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the Contract.

h. Any other fundamental breaches as specified in the Contract Data.

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

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

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

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

36. Payment upon Termination

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

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

37. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

F. Other Conditions of Contract

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

39. Compliance with Labour Regulations

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

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

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

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

40. Drawings and Photographs of the Works

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

41. Contract Document

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

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

42. Conflict of Interest

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

1. A constituent of such Applicant is also a constituent of another Applicant; or
2. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
3. Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or

4. The Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this TENDER. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

43. Applications and costs thereof

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

44. Acknowledgment by Applicant

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

44.1. Made a complete and careful examination of the tender;

44.2. Received all relevant information requested from the Authority;

44.3. Accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred; and

44.4. Agreed to be bound by the undertakings provided by it under and in terms hereof.

"The Authority" shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TENDER or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

45. Right to reject any or all Applications/ Bids

Notwithstanding anything contained in this TENDER, "The Authority" reserves the right to reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment,

and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

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

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

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

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

46. The bid shall be rejected if the bidder

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

47. Clarifications

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

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

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

48. Amendment of tender

At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the tender by the issuance of Addendum.

Any Addendum thus issued will be sent in writing/ Fax/ Email to all those who have purchased the tender.

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

G. Preparation and Submission of Application

49. Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the

Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

50. Format and signing of Application

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

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

51. Marking of Applications

The Applicant shall submit the Application in the format specified, together with the documents; upload in folder as "VENDOR" together with their respective enclosures.

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

52. Late Applications

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

53. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such

information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

54. Clarification of Financial Bids

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

55. Inspection of site and sufficiency of tender:

1. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the work (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials/equipment/vehicles necessary for the completion of the works and means of access to the site, and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the climatic conditions.
2. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding.
3. **Not Foreseeable Physical Obstructions or Conditions:** If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the

Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:

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

56. Official Secrecy:

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

57. Subsequent Legislation:

If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by the concerned Engineering Department of BMC and shall be added to or deducted from the Contract Price with prior approval of competent authority and the concerned Engineering Department shall notify the Contractor accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract.

58. Patent, Right and Royalties:

The contractor shall save harmless and indemnify the Corporation from and against all claims and proceedings for or on account of infringement

of any Patent rights, design trademark or name of other protected rights in respect of machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

59. Payments, Tax and Claims:

a. The limit for unforeseen claims:-

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

b. No interest for delayed payments due to disputes, etc:

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

60. Settlement of Disputes:

a. Termination of contract for death:-

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

surviving partners of the Contractor's firm liable in damages for not completing the contract.

b. Settlement of Disputes:

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the concerned Addl. Municipal Commissioner who shall constitute a committee comprising of three officers i.e. concerned Deputy Municipal Commissioner or Director (ES&P), Chief Engineer other than the Engineer of the Contract and concerned Chief Accountant. The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until& after the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

61. Arbitration and Jurisdiction:

If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expirations of the first named period

of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision (if any) of the Commissioner has not become final and binding as aforesaid shall be finally settled by Arbitration as follows: Arbitration shall be effected by a single arbitrator agreed upon the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within the limits of Brihanmumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision. No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid. All awards shall be in writing and for claims equivalent to 5,00,000 or more such awards shall state reasons for amounts awarded. The expenditure of arbitration shall be paid as may be determined by arbitrator.

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

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

Every receipt for money which may become payable or for any security which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal

Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the Contractors and of the legal representatives of any deceased Contractors interest.

63. Proprietary data:

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

64. Correspondence with the Applicant:

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

65. Payment:

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

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

66. JOINT VENTURE:-

Joint Venture is **not allowed** in this tender.

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

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

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

and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

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

68. Contractors remain liable to pay compensation:

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

69. INTERNAL GRIEVANCE REDRESSAL MECHANISM

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

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

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

Upon receipt of such application for review, B.M.C. may decide whether the bid process is required to be suspended pending disposal of such

review. The B.M.C. after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

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

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

1st Appeal by the bidder against the decision of C.E./HoD/Dean can be made to concerned D.M.C/Director who should decide appeal in 7 days. If not satisfied, 2nd Appeal by the bidder can be made to concerned A.M.C. for decision.

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

This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs.25000/-from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by BMC.

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

i) Determination of need of procurement

ii) The decision of whether or not to enter into negotiations.

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

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

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

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

The contractor shall provide all necessary measures & precautions to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be

awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor be paid for compromising any claim by any such person.

71. Prevention of Fire:

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

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

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

74. Action where no specifications:

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

75. Safety and medical help:

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

ii. The contractor shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall

maintain the same in condition suitable for immediate use at any time.

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

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

76.Anti-malaria and other health measures:

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

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

SECTION 10

SPECIFICATION

Specifications

Sub: "Digital wall painting with lamination work for beautification under Chiefg Eng.(SWM)Project."

The digital impression on wall shall have following technical specifications.

1. Before application of digital wall painting Minor Fixing & Providing holes, blocks, manual cleansing of open premises walls, sweeping, scrubbing, pressured washing by water, removal of minor algae OR funguses etc. and Minor wall flattening preparation should be carried out.
2. The designs to be displayed on the wall will be given in high resolution printable CDR format OR any printable format as per the requirement of the work aand approved by the BMC
3. Media should be in two parts i.e printable part & it's Liner
4. Printable portion shall be easily fixed on even or uneven surface.
5. The printable portion's should not be more than 50gsm (grams per square meter).
6. The media shall withstand temperature of minimum up to 100 0C after application.
7. The printable portion or media shall be PVC free liner & documentary evidence shall be submitted along with the tender mandatorily.
8. The liner should have excellent dispensing characteristics.
9. The liner shall be between 90gsm- 150gsm.
10. The liner material shall have property to release the printable media easily.

The coating or lamination of the wall shall have followed technical specification.

1. The Anti-stain hydrophobic & oleo phobic shall be of nano coat.
2. The Coating shall be able to be applied on the printable portion
3. The coating shall be transparent
4. The Coating shall be able to be applied on the printable portion
5. The coating shall have anti-graffiti features (the applied protective layer must prevent paint, permanent markers, and ink from permanently bonding to a surface
6. The application of coating should be with brush, spray, roller..
7. The coating or lamination of the wall shall have Anti-stain hydrophobic & oleophobic properties. (The surface treatment applied to an object must be capable of repelling virtually all types of liquids, regardless of their surface tension)
8. The coated surface shall be easily cleanable .

9. The layer of coating shall be in-visible coating, - completely undetectable to human eye, causing no change to the original appearance
10. The coating shall be Water based formula that is harmless & fluorine free.
11. The coating shall be eco-friendly, no-toxic & non-flammable.
12. The coating shall be suitable for all types of mineral substrates includes the concrete, brick, marble, cementitious materials & natural stones like sandstone, limestone, bluestone, granite, travertine etc.
13. The coating shall be odour-less – can be applied indoors.
14. Application: If Manual – via spraying & If Industrial – using high volume low pressure [HVLP] sprayer.

Data Sheet for Digital Wall Painting:

Technical details	Department Requirements	Bidder'scomment (Yes or No)
Printableportion		
Temperature sustainability	00to100 ^{0}C	
Quality	Non-PVC (Certificate shall be submitted)	
GSM	<50gsm	
Fixingsurface	Even/Minor unevensurface	
Liner		
GSM	90gsm-150gsm	
Dispensing	Easilydispensingquality	

Data Sheet for coating:

Sr. NO.	Department requirement	Bidder'sremark (Yes or No)
1.	Appearance–colour-less	
2.	Omni-phobicinnature	
3.	Applicationthroughroller,brush,spray,sponge	
4.	Anti-graffitifeature	
5.	Thinlayerof coating	

The bidder should sign and stamp. NO deviation is allowed while filling the data

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 confirming 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 confirming in all respects to the Specifications of the samples.
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 confirm to the specifications will be rejected forth with 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.

Contract Period:-

Contract Period of Work:-45 Days from date of issue of SAP PO

Warranty:-

During the warranty period, any manufacturing defect shall be attended and rectified / replaced immediately without any extra cost to BMC. It is responsibility of the contractor to get the faults attended/ rectified under warranty through the manufacturer.

Payment Terms:-

Within 30 days after receipt of bills, subject to satisfactory completion of work, as per normal Municipal procedure

General Terms:-

a) Bidder shall go through the specifications properly, visit the office and get cleared all the doubts and queries with BMC Engineers before uploading the tender. Further no any excuses shall be entertained.

b) The necessary documents are to be submitted at the time of the technical bid, without which the tenderer's bid is liable for rejection.

c) Contractor or their representative shall carry out the work with due care of safety of man & equipment.

d) The test certificates for material compliance of the major components shall be submitted by the Successful Tenderer.

Penalty for delay: -

For failure to complete the work within the stipulated period, a penalty equivalent to 1/2% per week or part thereof on the value of the delayed work / delivery articles / services shall be recovered from the successful bidder. The amount of the penalty shall be, however, subject to the maximum of 10% of value of the delayed work. The maximum penalty shall be fixed by Chiefg Eng.(SWM)Project.

REPORTS, RECORDS AND REGISTERES

The report, as per the format approved by the Engineer, shall be prepared by the contractor's supervisor and the copy of the same shall be submitted to the Engineer.

SECTION 11
Fraud & Corrupt Practices

FRAUD AND CORRUPT PRACTICES

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

A. "Corrupt practice" means:

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

Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

B. **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

C. **"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.

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

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

F. If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving14days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

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

For the purposes of this Sub-Clause:

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

ii. "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public

official" includes Financer staff and employees of other organizations taking or reviewing procurement decisions.

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

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

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

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

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

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

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

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

SECTION 12
Pre Bid Meeting

PRE-BID MEETING

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

SECTION 13
List of Approved Banks

LIST OF APPROVED BANKS

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

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

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. Oriental Bank Of Commerce.
18	Punjab National Bank.
19	Punjab &Sindh Bank.
20	Syndicate Bank.
21	Union Bank Ofndia.
22	United Bank Of India.
23	UCO Bank.
24	~~Vijaya Bank~~.
24A	~~Corporation Bank.~~

C	**Scheduled Commercial Banks**
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	Indsind Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu &Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	NedugundiBank 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 BankLtd.
	Schedule Urban Co-opBanks
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	Janata Sahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	NewIndia Co-opBank 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 Bank**
67	ABMAMRO (N.Y.) Bank.

68	American Express Bank Ltd.
69	ANZ GrindlaysBank Ltd.
70	Bank Of America N.T. &S.A.
71	Bank OfTokyo Ltd.
72	Bankindosuez.
73	Banque Nationalede Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong &Shanghai banking Corporation.
77	Mitsui TaiyokbeBank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

SECTION 14
Appendix

FORM OF TENDER

To,

The Municipal Commissioner for Greater Mumbai

Sir,

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

_____

___

_____

___

i. Notice inviting tender.

ii. Directions to tenderers (General and special)

iii. General condition of contract for Civil Works of the Brihanmumbai Municipal Corporation as amended up to date.

iv. 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 con-tract of the rates entered in the schedule of rates sent herewith and signed by me/ us" (strike out the portions which are not applicable).

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

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

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

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

(Rs._____

_____

_)

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

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

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

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

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

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

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

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

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

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

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

Address

.....

.....

Yours faithfully,

Digital Signature of the Tenderer or the Firm

1.....

2.....

3.....

4.....

5.....

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

A/c No.

.....

1. ..... Name of Bank

2. .....
.....

3. ..... Name of Branch

4. .....
.....

5. ..... Vendor No.

AGREEMENT FORM

Tender / Quotation dated ..... 20...

Standing Committee/Education Committee Resolution No. _____

CONTRACT FOR THE WORKS_____

_____

_____

_____

This agreement made this day of _____

Two thousand_____Between

_____

_____

_____

inhabitants of Mumbai, carrying on business at_____

_____

___

in Bombay under the style and name of Messrs _____

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

_____

___

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

THIS AGREEMENT WITNESSETH as follows:-

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

2) The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.

a) The letter of Acceptance

b) The Bid:

c) Addendum to Bid; if any

d) Tender Document

e) The Bill of Quantities:

f) The Specification:

g) Detailed Engineering Drawings

h) Standard General Conditions of Contracts (GCC)

i) All correspondence documents between bidder and BMC

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

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

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

Signed, Sealed and delivered by the contractors

_____	_____
_____	_____
_____	_____
In the presence of	Trading under the name and style of
Full Name	
Address	Contractors
Signed by the D.M.C.(S.W.M.) in the presence of	Ex. …. City/ WS/ ES
D.M.C.(S.W.M.)	

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

1. 1.

2. 2.

And in the presence of the Municipal Secretary

Municipal Secretary

SECTION 15

ANNEXURES

Annexure "A"

Sub: **"**Supply and apply of Digital wall painting at various Refuse Transfer Station under Chief Engineer (SWM) Project department**.**

Sr. No.	Parameter	Details
1	The Engineer for this work	1.Ch. Engg. (S.W.M) Project
		2. Ex. Engg (S.W.M) Project
		3. Asst. Engg (S.W.M) Project
2	Description of work	**"**Supply and apply of Digital wall painting at various Refuse Transfer Station under Chief Engineer (SWM) Project department."
3	Earnest Money Deposit	Rs 25,500/-
4	Contract Period	The contract period of the project is 04 months from the date of starting of work.

Signature of Tenderer/Bidder

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 under takes to exercised 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 in stigate 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 here in after respectively assigned to them:

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

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

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

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

Signature of Tenderer/Bidder

Annexure- C

(On Rs. 500/-Stamp Paper)

DECLARATION CUMINDEMNITYBOND

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

1. I declare that I have submitted certificates as required to Executive engineer

(Monitoring)at the time of registration of my firm/company and there is no change in the contents of the certificates that are submitted at the time of registration.

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

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

4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other mean sat 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 anytime.

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

Signature of Tenderer/Bidder

BANKERS GURANTEE IN LIEU OFCONTRACTDEPOSIT

THISINDENTURE made this day of BETWEEN

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

____

In habitant scarring on business at _____ in Mumbai under the style and name of Messer's _____(herein after referred to as'the consultant')of the second part Shri._____

___

THEMUNICIPAL COMMISSIONERFORGREATERMUMBAI(hereinafter referred to as'the commissioner 'which expression shall be deemed, also to include is successor or successors for the time being in the said office of Municipal Commissioner) of the third part and THEMUNICIPAL CORPORATION OF GREATERMUMBAI (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 been hereinto 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 WHERE AS 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 herein after contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and/or security as aforesaid ANDWHEREAS 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(here by testified) UNDERTAKESWITH the commissioner to pay to the commissioner upon demand in writing, when ever 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 "Not withstanding 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"

INWITNESSWHEREOF

WITNESS (1) _____

Name and _____

Address _____

WITNESS (2) _____

Name and _____the duly constituted Attorney address

Manager

Address _____

the Bank and the said Messer's_____

(Name of the Bank)

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____

For Messer's _____

Address _____

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

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

Annexure- D

Rate Analysis

Item Description

Sr. No.	Description of rate analysis parameters	Unit	Quantity	Rate	Amount
1					
2					
3					
4					
5					
6					
7	Total of all components				
8	Overhead & profit				
9	Total (7+8)				

Sign & seal of the Tenderer

Annexure E

INFORMATION REGARDING STATUS OF TENDERER

(To be filled in by the tenderer)

(1) (a) Whether it is a proprietor concern	----------
(b) If so, name of the owner	---------- ----------
(2) If it is a partnership concern, please furnish name of each partner and a copy of registration certificate	---------- ---------- ----------
(3) In case of company, please furnish the documentary proof to show that the company is registered	---------- ---------- ----------

Signature of the Authorized Signatory / Signatories:

Name of concerned person(s) / company:

Stamp: Date:

Annexure F

Sub: "Supply and apply of Digital wall painting at various Refuse Transfer Station under Chief Engineer (SWM) Project department."

EARNEST MONEY DEPOSIT

(To be filled in by the tenderer)

1	**Amount of E.M.D.**	:	RUPEES …… (In words)……
2	**Contract Period**	:	The contract period of the project is 04 months from the date of LOA
3	**Mobilization Period**	:	NA

Signature of authorized
Signatoryof company

Special Annexure – I

Irrevocable Undertaking

(On Rs.500/- Stamp Paper)

I Shri/Smt.....aged..... Years, Indian Inhabitant. Proprietor/Partner/Directors of M/s.....

resident at .....
do hereby give Irrevocable Undertaking as under:

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

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

Solemnly affirmed at DEPONANT

This day of BEFORE ME

Interpreted Explained and Identified by me.

Section 16
Proforma

PROFORMAS:-

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
A	**B**	**C**	**D**	**E**	**F**

Note: -

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

PROFORMA – II

Yearly turnover of works during last three years

Sr.No.	Financial Year	Actual Turnover of the Works	Updated value to current year	Average of last three years	Page No.
1	2	3	4	5	6

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

PROFORMA III

At least similar works as stated in Para "A" of Post Qualification

Sr.No.	Name of the Project	Name of the Employer	Cost of the Project	Date of issue of Work Order	Stipulated Date of Completion	Actual date of Completion	Remarks explaining reasons for the delay if any
A	**B**	**C**	**D**	**E**	**F**	**G**	**H**

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

PROFORMA IV

Details of Existing Commitments & Ongoing Works

A. Ongoing Works

Place	Contract no. & date	Name & Address of the employer	Value of the contract in Rs.	Scheduled date of completion	Value of remaining work to be completed	Anticipated date of completion

B. Commitments

Description of work	Place	Name & Address of the employer	Value of the contract in Rs.	Time Period	Date on which decision is expected	Remarks

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