E-TENDER FOR

Name of Work: - **To procure and provide scientific monitoring instruments/sensors required for continuous measurement of ambient air pollutants and odorous gaseous compounds as per study requirements of NEERI at Kanjur MSW Processing Facility.**

Website: Mahatenders.mcgm.gov.in

Tender ID No. 2026_MCGM_1355812_1

Due Date: 01.12.2026

Office of the Ch.E.(SWM)Project,
Municipal Primary School Building,,
Bai Padmabai Thakkar Marg, Kotwadi,
Mahim (Shivaji Park),
Mumbai – 400 016.

Sd/-	**Sd/-**	**Sd/-**
S.E.(SWM)Project	**A.E.(SWM)Project**	**E.E.(SWM)Project**
Prepared by	Checked by	Approved by

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SECTION 1

E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Ch.E. (SWM) Project / Dy. Ch.E. (SWM) Project/ Ex. Eng. (SWM) Project-Kanjur

Tender ID No. 2026_MCGM_1355812_1

E-TENDER NOTICE

Subject: To procure and provide scientific monitoring instruments/sensors required for continuous measurement of ambient air pollutants and odorous gaseous compounds as per study requirements of NEERI at Kanjur MSW Processing Facility.

The Brihanmumbai Municipal Corporation (BMC) invites e-tender to appoint Contract or for the afore mentioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/Private Limited Companies/ Public Limited Companies/Companies registered under Indian companies' Act 2013. The contractors registered with the Brihanmumbai Municipal Corporation, (BMC) in appropriate Class as per old registration and Class as per new registration and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D(Earnest Money Deposit)shall be forfeited/recovered and an amount equal to Registration Fee of respective class shall be recovered as penalty.

Bidding Process will comprise of THREE stages.

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (https://mahatenders.gov.in). Bidder shall pay tender fee, i.e. Rs. 7,986/- + 18% GST as applicable. Packet C will be opened only after submission of scrutiny fee.

The applicants not registered with BMC are mandated to get registered (Vendor

Registration) with BMC to participate in the online bidding process of Government of Maharashtra (Mahatenders) (https://mahatenders.gov.in) Interested bidders should have valid Class III digital signature certificate (DSC) obtained from any licensed certifying authority. Interested bidders should follow the manuals available on Mahatenders Portal (https://mahatenders.gov.in)

Name of Work	Contract Period
To procure and provide scientific monitoring instruments/sensors required for continuous measurement of ambient air pollutants and odorous gaseous compounds as per study requirements of NEERI at Kanjur MSW Processing Facility.	03 Months (90 days) to procure and provide scientific monitoring instruments/sensors from the date of receipt of LoA / SAP PO (Whichever is earlier). After procurement, one year guarantee & one year CSMC i.e. two years in total operation period.

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.85,000/- (Rupees Eight Five thousand 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 e-procurement system of Government of Maharashtra (Mahatenders) (https://mahatenders.gov.in) as mentioned in the Header Data of the tender.

The BMC reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on e-procurement system of Government of Maharashtra (Mahatenders) (https://mahatenders.gov.in) As per THREE Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendors' document online in Packet A & B. Packet A & B shall be opened

on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Ex. Eng. Tr. (City) division.

The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority. The Municipal Commissioner reserves the right to reject all or any of the e- tender(s) without assigning any reasons at any stage. The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the BMC Portal. (https://portal.BMC.gov.in) and on the e-procurement system of Government of Maharashtra (Mahatenders) (https://mahatenders.gov.in)

The applicants interested for the above referred works may contact the Executive Engineer Transport (City) at the following address on any working day during office ho

Office of the:-
Ch.E.(SWM)Project,
Municipal Primary School Building,,
Bai Padmabai Thakkar Marg, Kotwadi,
Mahim (Shivaji Park),
Mumbai – 400 016.

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

Bidders shall note that any corrigendum issued regarding this tender notice will be published on the BMC portal and on the e-procurement system of Government of Maharashtra (Mahatenders). No corrigendum will be published in the local newspapers. The information regarding above subject matter is available on Website of BMC. (https://portal.BMC.gov.in/tenders) and on the e-procurement system of Government of Maharashtra (Mahatenders) (https://mahatenders.gov.in).

Sd/-

Ex. Eng. (SWM)Project-Kanjur

HEADER DATA

Tender Document No.	Tender ID No. 2026_MCGM_1355812_1
Name of Organization	Brihanmumbai Municipal Corporation
Subject work	To procure and provide scientific monitoring instruments/sensors required for continuous measurement of ambient air pollutants and odorous gaseous compounds as per study requirements of NEERI at Kanjur MSW Processing Facility.
Tender Fee Charges	Rs. 7,986/- +18% GST
Bid Security Deposit/ EMD	Rs. 85,000/-
Date of issue and sale of tender	20.11.2026 from 11:00Hrs
Last date & time for sale of tender & Receipt of Bid Security Deposit	01.12.2026 upto 16:00 Hrs
Submission of Packet A, B & Packet C (Online)	01.12. 2026 upto16:00Hrs
Pre-Bid Meeting Venue: Office of Ch.E. (SWM)Project, Municipal Primary School Building, Bai Padmabai Thakkar Marg, Kotwadi, Mahim (Shivaji Park), Mumbai – 400016	27.11.2026
Opening of Packet A	03.12.2026 after 16:00 Hrs.
Opening of Packet B	03.12.2026 after 16:00 Hrs.
Address for communication	Office of the: -Ch.E. (SWM)Project, Municipal Primary School Building, Bai Padmabai Thakkar Marg, Kotwadi, Mahim (Shivaji Park), Mumbai – 400016
Venue for opening of bid	Online in Ex.Eng.(SWM) Project-Kanjur office.

This tender document is not transferable.

If any Addendum and /or Corrigendum are issued for the subject e-tender, the details of the same will be published /uploaded on the e-procurement system of Government of Maharashtra (Mahatenders) (https://mahatenders.gov.in). Under Tenders>e-Tenders>Tenders. Prospective Bidders are requested to take the note of the same.

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

Sd/-
Ex.Eng.(SWM) Project-Kanjur

SECTION 2

ELIGIBILITY CRITERIA

Technical Capacity

The bidder(s) in their own name should have satisfactorily executed the work of similar nature BMC /Semi Govt. /Govt. & Public Sector Organizations during **last seven (7) years** ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

Three similar completed works each costing not less than amount equal to 20% of estimated cost of subject tender. (Rs.)	OR	Two similar completed works each costing not less than amount equal to 25% of estimated cost of subject tender.(Rs.)	OR	One similar completed works each costing not less than amount equal to 40% of estimated cost of subject tender. (Rs.)
8,49,600/-		10,62,000/-		16,99,200/-

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.

Similar nature means :-

For assessing the technical capacity of the subject tender works; similar work shall mean, the completed or completed part of ongoing works in respect of – "Scientific monitoring instruments/sensors required for continuous measurement of ambient air pollutants and odorous gaseous compounds in BMC /Semi Govt. /Govt. & Public Sector Organizations".

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

Financial Capacity

The Bidder shall have achieved an average annual financial turnover certified by 'Chartered Accountant' not less than Rs. 12,74,400/- during last three (3) financial years immediately preceding the Financial Year in which bids are invited.

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

from the date of completion to last date of receipt of applications for tenders.

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.

Sd/-
Ex.Eng.(SWM) Project-Kanjur

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

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

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

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

SECTION 4

INTRODUCTION

INTRODUCTION

1. 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 ofeducation, 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 governancein Greater Mumbai.

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

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

SECTION 5

E-TENDERING ONLINE

SUBMISSION PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

Important Notice to Bidders On E-Tendering

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

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

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

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

Bidder should do Online Enrolment in www.mahatenders.gov.in Portal using the option to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as Mudhra CA/ GNFC/ IDRBT/ Mtnl Trust line/Safe Scrpt/ TCS.

Bidder then logs into the portal giving user id/password chosen during enrolment.

Thee-token that is registered should be used by the bidder and should not be misused by others.

DSC once mapped to an account cannot be remapped to any other account. It can only be In-activated.

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

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

Applicant will upload Packet A documents in cover 1“Fee” and Packet B related Documents in cover2 “PQC” respectively.

1) The BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns in the uploaded BOQ, else the bidder is liable to be rejected for that tender. For commercial details (in Packet C) contractors will fill data in financial bid in BOQ and quote their prices in BOQ on the portal directly.

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

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

Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

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

The bidder has to submit the tender document(s) online well in advance before

the prescribed time to avoid any delay or problem during the bid submission process.

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

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

The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

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

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

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

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

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

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

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

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

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

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

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

BARRING PHYSICAL SUBMISSIONS

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

The information about DSC, guidelines for bid submission, bidders manual kit, Help for Contractor, FAQ, etc. are available on https://mahatenders.gov.in

SECTION 6

INSTRUCTIONS TO APPLICANTS

INSTRUCTIONS TO APPLICANTS

Scope of Application

The authority wishes to receive Application 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. The contractors registered with the Brihanmumbai Municipal Corporation, (BMC) in **appropriate Class as per old registration and Class as per new registration** and from the contractors / firms equivalent and superior classes registered in Central or State Government / Semi Govt. Organization / Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) shall be forfeited / recovered and an amount equal to Registration Fee of respective class shall be recovered as penalty.

The applicant shall also fulfill the eligibility criteria which are defined in **Section 2**.

C. Bid Capacity: Deleted

D. Equipment Capabilities as required for this work

- The bidder should undertake their own studies of the nature of work and devise a plan and methodology for the executing the said work or as per the instructions of the site in-charge and he shall make his own arrangement of vehicles/ equipment / machinery for the same. The bidder shall ensure commitment on an undertaking on Rs.500/- stamp paper to be submitted along with the Bid in Packet B in the prescribed Proforma (VII).

E. Technical Personnel: Deleted

F. Time Period of the Project

03 Months (90 days) to procure and provide scientific monitoring instruments/sensors from the date of receipt of LoA / SAP PO (Whichever is earlier). After procurement, one year guarantee & one year CSMC i.e. two years in total operation period. The work shall, throughout the stipulated period of the Contract, be proceeded with all due diligence, as time being deemed to be the essence of the contract, on the part of the Contractor. On failing to do so, the contractor shall pay as compensation an amount which shall be governed as per Clause-8(e) of the Standard General Conditions of Contract.

G. Contract Execution

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

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

I: Deleted

J: Action when whole security deposit is forfeited:

In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by instalments or in the case of abandonment of the work 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 there of 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 shall be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work there for actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other

allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by BMC under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against BMC even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

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

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

L. Infrastructural set-up:

The bidder shall have a reasonable and sufficient office space with an independent telephone facility and net connectivity in Mumbai Metropolitan Region (MMR) for communication purpose. If the applicant is having his office address out-side of MMR, then he shall furnish the details of contact person in MMR with his photograph, address, phone, email-id, etc. for communication purpose. After award

of contract, office shall be provided in the jurisdiction of MMR as per the tender conditions. In case of any litigation, the jurisdiction shall be restricted to MMR only. To establish proof of office address, the bidder shall submit the photocopy of one of the documents such as current paid Electricity Bill, Property Tax Bill, Water Tax Bill, valid Shop and Establishment Certificate etc.

M. The contractors shall register themselves under the provisions of prevailing guidelines issued by BMC from time to time.

N. Force Majeure

1) Notwithstanding the provisions of above the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination or other failure to perform its obligations under the contract in result of an event of Force Majeure.

2) For purposes of this clause, 'Force Majeure' means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and such events may include strike, riots, wars or revolutions, fires, floods, epidemics, earthquakes, other natural calamity and quarantine restrictions.

3) If a force majeure situation arises, the successful bidder shall promptly notify the BMC in writing of such condition and the cause thereof. Unless otherwise directed by BMC in writing the successful bidder shall continue to perform its obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.

- **Submission of Tenders**

PACKET – A

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

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

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

b) The bidder shall produce latest Bank Solvency Certificate of Rs.8 lakhs or more issued by any recognized Bank obtained not earlier than 12 months prior to the date of submission of tender.

c) A document in support of Registration under GST Act 2017. In case Goods and Service Tax is made applicable, the rules, regulations, guidelines, circulars, communications etc. issued in this regard either by Govt. of India, Govt. of Maharashtra or BMC shall be made applicable.

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

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

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

NOTE:

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

PACKET – B

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

- The list of similar type of works as stated in para 'A' of Post qualification successfully completed during the last five 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 five years at least one contract of similar works as stated in para 'A' of Post qualification.
- 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)
- 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 bidder's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as a evidence).

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

  i) The successful bidder shall make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. The successful bidder and, to that effect he will ensure commitment on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of BMC.

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

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

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

- The bidders shall upload work plan as per the following outline:

  1. Organizational set up envisaged by the contractors.

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

Note**:**

i. The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the bidder has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 200 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.

ii. The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if bidder 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. 200 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

- **Details of Litigation History**: 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 Government 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 about any action like show cause issued, blacklisting , debarring , banning suspension , deregistration and cheating with BMC and BMC is the 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 adverse effect of the act of company firm , directors , partners or authorized signatory on the

BMC works which can spoil the quality , output , delivery of any goods or any work execution and within the time frame. The litigation history shall be treated as curable defect.

Note:

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

PACKET – C

The rates shall be quoted online in the e Tender

Note: In case of rebate/premium of 15% and above as quoted by the bidder, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Ex. Engineer 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. GST Registration Certificate or GST Number

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.

e. Non submission of rate analysis within three days opening of packet 'c'

BID VALIDITY

- **Bids shall remain valid for a period of not less than one eighty (180) days afterthe 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 Employ- er 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 bid- der may refuse the request without forfeiting his Bid Security. A bidder agreeing to the re- quest 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 tender, here after referred to as the

contractor shall pay an amount equal to **FIVE (5)** percent of the contract sum shall be paid within thirty days from the date of issue of letter of acceptance.

The PG shall be paid in one the following forms.

I) Cash (In case guarantee amount is less than Rs.10,000/-

II) Demand Draft (In case guarantee amount is less than Rs.1,00,000/-)

III) Government securities

IV) Fixed Deposit Receipts (FDR) of a Schedule Bank.

V) An electronically issued irrevocable bank guarantee bond of any Schedule bank or in the prescribed form given in Annexure.

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

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

B. Additional Security Deposit: (N.A.)

The Additional Security Deposit shall be applicable when a rebate of more than of 12% at the rate of which no maximum limit. The ASD is calculated as follows:

Additional Security Deposit = (X/100) x office estimated cost,

Where X = percentage rebate quoted above 12%.

The ASD shall be paid online in the ASD tab for bidders in e-tendering system before submission of the bid.

C. Performance Guarantee: Deleted

D. Refund of Security Deposit

I. Refund of Contract Deposit

The Contract Deposit shall be released within 30 days after completion of contract period as per the prevailing guidelines in this regard as subject to

i) Satisfactory completion of the work.

j) No recoveries are pending against the said work.

k) All the observations, queries raised by Vigilance Department, if any, are cleared satisfactorily and certificate to that effect is issued by Vigilance Department.

l) Provided that there is no demand outstanding in BMC against the Contractor

II. Refund of Additional Security Deposit

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

III. Refund of Performance Guarantee: Deleted

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

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

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

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

1. Legal + Stationery Charges: (As per applicable circular)

Successful tender shall pay the Legal Charges + Stationary charges with applicable GST as per Circular no. 26206 dtd. 31.08.2023. or the latest circular in vogue.

Sr. No.	Contract Cost	Legal + Stationary Charges
a)	Rs. 50,000/-	Nil
b)	Rs. 50,001/- to Rs. 1,00,00,000/-	0.10% of contract cost + 18% GST (Minimum Rs. 1,000/- plus GST & Maximum Rs. 10,000/- plus GST)
c)	Rs.1,00,00,001/- to Rs. 10,00,00,000/-	For contract cost up to Rs. 1,00,00,000/-, Rs. 1,000/- plus Rs. 0.05% on the amount more than 1,00,00,000/- (Than this amount arrived should be rounded off to multiple of Rs. 100/-) plus 18% GST
d)	Rs. 10,00,00,001/- and more	For contract cost up to Rs. 10,00,00,000/, Rs. 55,000/- plus Rs. 0.01% on the amount more than 10,00,00,000/- (Than this amount arrived should be rounded off to multiple of Rs. 100/-) plus 18% GST

2. Stamp Duty:

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

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

Article	Description of Instrument	Stamp duty
63	Work Contract -	
	a) Up to Rs. 5 Lakhs	Rs. 500/-
	b) Above Rs. 5 Lakhs up to Rs. 10 Lakhs	Rs. 500/- + 0.3% on the amount above 5 lakhs
	c) Above Rs. 10 Lakhs	Rs. 500/- + 0.3% on the amount above 5 lakhs Max. Rs. 25 Lakhs
Further, the successful Tenderer shall pay Stamp Duty @ 0.5 % of the Bank Guarantee Amount towards the Contract Cost.		

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 bidder.

IMPORTANT DIRECTIONS

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

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

   Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to **eetrcitytender@gmail.com.** 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 Percentage** of lowest bidders (L1), the allotment of work shall be done by giving 48 hrs. **(2 working days)** from the day of opening of packet 'C' **on same BID-Documents number for re-quoting** and such development needs to done by IT department. **Till such development is made; 'Sealed Bids' shall be called from the bidders quoting the same rates i.e. L1.**

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

Note:

a. All the references related to Sales tax, Central Sales tax etc. in the subject tender shall be ignored and Goods and Service Tax (GST) shall be taken into account.

b. All the latest circulars, communications, directives, related to GST shall be made applicable for the tender.

SECTION 7

SCOPE OF WORK

SCOPE OF WORK

Preamble :

At present, approximately 90% of the Municipal Solid Waste ("MSW") generated within the city of Mumbai is scientifically processed at the Kanjur Municipal Solid Waste Processing Facility. The said facility receives approximately 6,300 metric tonnes of MSW per day for processing. Out of the total quantity received, approximately 1,000 metric tonnes of MSW are processed through Windrow Composting Technology for the manufacture of compost. The remaining approximately 5,300 metric tonnes of MSW are scientifically processed through Bioreactor Technology.

In the month of April 2026, the University of California, Los Angeles (UCLA) published a global report on methane emissions, which was reported in a daily newspaper. According to the said report, the Kanjur Municipal Solid Waste Processing Facility was ranked 12th globally among the identified methane-emitting sites. It was further reported in the said daily newspaper that methane emissions contribute significantly to the trapping of heat in the atmosphere, thereby intensifying climatic events and adversely affecting public health by increasing the incidence of diseases. The Hon'ble High Court has expressed concern with regard to the aforesaid matter.

During the course of the hearing of Public Interest Litigation No. 63 of 2019, the Hon'ble High Court, by its Order dated 27.04.2026, referred to the study conducted by the University of California, Los Angeles (UCLA) and directed the Municipal Corporation to undertake a study regarding methane emissions from the Kanjur Municipal Solid Waste Management Project and to take appropriate action thereon.

During the third meeting of the Monitoring Committee, it is highlighted the issue of identifying methane hotspots, odour problem (inside and outside) etc. and accordingly propose mitigation measures. In this regards, directions were issued to appoint M/s. NEERI (National Environmental Engineering Research Institute) to undertake a comprehensive study of methane emissions at the Kanjur Municipal Solid Waste Management Project and to recommend appropriate mitigation measures.

Therefore, it is proposed for To procure and provide scientific monitoring instruments/sensors required for continuous measurement of ambient air pollutants and odorous gaseous compounds as per study requirements of NEERI at Kanjur MSW Processing Facility

1. SCOPE OF WORK:-

The work includes to procure and provide scientific monitoring instruments/sensors required for continuous measurement of ambient air pollutants and odorous gaseous compounds as per study requirements of NEERI at Kanjur MSW Processing Facility at the locations as directed by NEERI & BMC. The contractor shall visit the site before commencement of the work and satisfy himself regarding the site conditions, dimensions and accessibility. No claim on account of variation in site conditions or measurements shall be entertained after award of the work.

The successful bidder shall prepare necessary layout/ drawings wherever required and obtain approval from the Engineer-in-Charge before commencement of work.

The work shall be carried out strictly as per the relevant items and specifications of the latest BMC Schedule of Rates (SOR), applicable BIS standards and instructions issued by the Engineer-in-Charge from time to time.

The quantity of Scientific monitoring instruments/sensors to be supplied may change as per site scenario. In case if additional sets of the said instruments/sensors be needed by NEERI in future the contractor shall be bound to supply additional maximum 02 sets of instruments/sensors at the same cost to BMC within one year period from the receipt of LoA/PO (whichever is earlier). However, this is discretionary Power of BMC and not binding on BMC to place the order for additional sets of the said instruments/sensors. In this context, the successful bidder will not claim any compensation. However, the upper limit of total quantity and tender cost will remain same as mentioned in schedule of quantity of tender document.

The approximate quantities are as under:

Sr. No.	Description	Qty.
1	Supply, Installation, Testing & Commissioning of scientific monitoring instruments/sensors required for continuous measurement of ambient air pollutants and odorous gaseous compounds as per study requirements of NEERI at Kanjur MSW Processing Facility as per attached technical specification (inclusive 18% GST) 03 Months (90 days) to procure and provide scientific monitoring instruments/sensors from the date of receipt of LoA / SAP PO (Whichever is earlier). After procurement, one year guarantee & one year CSMC i.e. two years in total operation period	6 Nos.devices (6 unit)

The quantities shown above are indicative and may vary depending upon actual site requirements.

The scope shall also include all incidental works necessary for satisfactory completion of the work, whether specifically mentioned or otherwise. The successful bidder shall carry out all such extra works at his own cost.

2. TECHNICAL PARAMETERS: -

Sr. No.	Parameter	Measurement Range	Resolution	Working Principle	Regulatory Reference/ Significance
1	PM2.5	0-1,000 µg/m²	1 µg/m²	Dehumidifer +Optical Particle Counting	NAAQS: 24h ≤ 60 Annual ≤ 40
2	PM10	0-2,000 µg/m²	1 µg/m³	Dehumidifer + Optical Particle Counting	NAAQS: 24h ≤ 100 Annual ≤ 60
3	SO2	0-1 ppm	0.001 ppm	Solid Polymer Electrochemical	-
4	NO2	0-1 ppm	0.001 ppm	Solid Polymer Electrochemical	-
5	CO	0-50 ppm	0.1 ppm	Electrochemical	-
6	NH3 (Ammonia)	0-10 ppm	0.01 ppm	Solid Polymer Electrochemical	CPCB Guidelines on Odour Monitoring and Management in Urban MSW Landfill Sites
7	H2S (Hydrogen Sulphide)	0-10 ppm	0.001 ppm	Solid Polymer Electrochemical	CPCB Guidelines on Odour Monitoring and Management in Urban MSW Landfill Sites
8	CH4 (Methane)	0-1000 ppm	0.1 ppm	NDIR technology	CPCB Guidelines on Odour Monitoring and Management in Urban MSW Landfill Sites

9	HCHO (Formaldehyde)	0-10 ppm	0.001 ppm	Solid Polymer Electrochemical	Volatile Organic Compound
10	CH3SH (Methyl Mercaptan)	0-10 ppm	0.001 ppm	Solid Polymer Electrochemical	CPCB Guidelines on Odour Monitoring and Management in Urban MSW Landfill Sites
11	TVOC	0-10 ppm	0.01 ppm	PID	CPCB Guidelines on Odour Monitoring and Management in Urban MSW Landfill Sites

Sr.No.	Parameter	Measurement Range	Resolution
1	Wind Speed	0-40 m/s	±0.1m/s or ±3%
2	Wind Direction	0°-360°	+1°
3	Ambient Temperature	0.1 °C	±0.1 °C
4	Relative Humidity	70-80% RH (0.1 %RH preferred)	+2%RH
5	GPS Locations of sampler		

a. All parameters shall be monitored in accordance with the CPCB National Ambient Air Quality Monitoring (NAAQM) Protocol, 2007, and the prescribed working principles (wherever applicable).

b. All instruments shall be calibrated and certified in accordance with CSIR-NPL standards or equivalent international accreditation.

c. NDIR technology

d. Data logging and GPS

Data Acquisition/Analytics/Telemetry

i. 1-minute logging resolution, customized aggregation to 15-minute, hourly, and daily averages.

ii. Auxiliary power source through a battery with a back-up of at least 10-12 hours.

iii. Secure cellular transmission to a centralized cloud database with local storage as a backup.

iv. GPS timestamp synchronization and automated data validation flags.

v. Daily/Weekly/Monthly data analysis and QA/QC reports submitted to BMC for audit.

vi. Data dashboard – Device Management, Data API & Data integration via HTTP APIS for centralized monitoring of the devices and monitoring sites.

vii. Service Level: 290% data availability; <2-hour remote response during working hours; <24-hour on-site support for critical failures.

Roles and Responsibilities of the Service Provider

i. Setting up of an ambient air quality monitoring network to measure PM 2.5/10, Total Suspended Particles (each monitor fitted with a dehumidifier), wind speed, wind direction, SO2, NO2, CO, H2S, NH3, CH3SH, CH4, TVOC, HCHO, Smell sensor, temperature, and relative humidity at 8 locations across the landfill site.

ii. Develop and integrate a real-time air quality analytics dashboard for air quality monitors as part of the Integrated Command and Control Center (ICCC). The data visualization will be as time-series plots and a map-based view of the sensor network. A statistical summary of the network and each device will also be presented on the ICCC dashboard. The second functionality of the ICCC is a monitoring console. The device monitoring module within ICCC will provide an overview of all devices, the current operational status of the network, and notify of the status of any offline/faulty device every 6 hours, as well as any exceedance of safe limits for pollutants.

iii. Integration to be offered via HTTP APIs.

iv. Supply of raw data to the nominated agency on the last day of every month, in a drive folder.

v. Deploy the field maintenance team to attend to the identified faulty devices. The maintenance should be carried out in the field for issues that can be resolved on-site. For issues that cannot be serviced in the field, the device should be swapped for a replacement device until the issue is resolved. Any faults should be addressed by replacing the component within the 6-hour maintenance window.

vi. At the end of the contract period, support the nominated agency during project ownership transfer to Brihan Mumbai Municipal Corporation, as per modalities to be identified.

vii. All costs as CAPEX, covering hardware deployment, connectivity, data management, calibration, maintenance, and technical support shall be included.

Terms	Specification
Device Cost (1 unit)	Basic cost+ applicable GST; including device, data dashboard, Data APIs, and Data Integration
Data Ownership	All raw and processed data generated shall be the exclusive property of BMC
Service Level Agreement (SLA)	90% data availability; <2-hour remote response during working hours: <24-hour on-site support for critical failures

3. CONTRACT PERIOD: -

03 Months (90 days) to procure and provide scientific monitoring instruments/sensors from the date of receipt of LoA / SAP PO (Whichever is earlier). After procurement, one year guarantee & one year CSMC i.e. two years in total operation period.

4. GENERAL TERMS AND CONDITIONS: -

a) The work shall be executed strictly as per the specifications, materials, workmanship and method of measurement prescribed. The detailed specifications of individual items shall be deemed to form part of this tender document and are available on the BMC Portal.

b) All materials brought to site shall be new, unused and of approved brand conforming to the relevant specifications. The Engineer-in-Charge shall have the right to reject any material found defective or not conforming to the specifications. Such rejected materials shall be removed from the site immediately at the successful bidder's cost

c) The successful bidder shall arrange all labour, tools, plants, equipment, machinery, transportation, loading, unloading, consumables and other resources required for satisfactory completion of the work. No additional payment shall be made on this account.

d) The successful bidder ensures that all works are executed under the supervision of a competent representative who is authorized to receive instructions from the Engineer-in-Charge.

e) The Engineer-in-Charge or his authorised representative shall have free access to inspect the work at any stage, including fabrication, transportation, installation and completion. The successful bidder shall extend all necessary assistance during such inspection.

f) Any work found defective or not conforming to the approved specifications shall be rectified or replaced by the successful bidder at his own cost within the time specified by the Engineer-in-Charge.

g) The successful bidder shall take adequate precautions to protect the existing building, flooring, walls, electrical installations and other assets during execution of the work. Any damage caused shall be rectified/replaced by the successful bidder at his own cost to the satisfaction of the Engineer-in-Charge.

h) The successful bidder shall be solely responsible for the safety of his workmen during execution of the work. Necessary safety equipment shall be provided to all persons deployed at site. The successful bidder shall comply with all applicable labour laws and safety regulations.

i) The successful bidder shall obtain and maintain valid insurance policies covering:

- Workmen Compensation Insurance for all personnel deployed on the work.
- Third Party Liability Insurance.
- Insurance covering materials during transit, storage and installation until the work is handed over.

The contractor shall be solely responsible for any loss, damage or accident occurring during the execution of the work.

j) The successful bidder shall indemnify BMC against any accident arising from the works.

k) The work shall be completed within the stipulated contract period. In case of delay attributable to the contractor, liquidated damages shall be recovered as per the provisions of the BMC contract conditions, unless extension of time has been granted by the Competent Authority.

l) The successful bidder shall remove all packing materials, debris and waste generated during execution and shall hand over the premises in clean and usable condition.

m) On completion of the work, all instruments/censors etc, shall be checked jointly in the presence of the Engineer-in-Charge. Any defects noticed shall be rectified before the work is considered complete.

n) Unless otherwise specified, the successful bidder shall guarantee the workmanship and materials for a period of twelve months from the date of

satisfactory completion and shall rectify any defects noticed during the defect liability period without any extra cost.

o) The decision of the Engineer-in-Charge regarding quality of materials, workmanship, measurements, interpretation of specifications and acceptance of the completed work shall be final and binding on the contractor.

p) The successful bidder shall be deemed to have examined all relevant items before quoting his rates. The detailed scope, specifications, materials, fittings, workmanship, method of execution and method of measurement shall be as specified. In case of any ambiguity, the decision of the Engineer-in-Charge shall be final.

q) The prospective bidders shall visit the site i.e Kanjur MSW Processing Facility, Eastern Express Highway, Kanjur (East) to get acquainted with the work and shall submit site visit cum inspection report (Annexure G) duly certified by concern BMC authority, failing which their offer shall be treated as non-responsive and their packet C shall not be opened. The copy of the site visit report is as per Annexure -

5. BID VALIDITY:-

The bid shall be valid for 180 days from the due date of opening of the tender.

6. PAYMENT TERMS :-

The payment shall be made as per due procedure of BMC i.e. within 30 days from the date of receipt of bills, subject to checking and verification of the invoice and satisfactory completion of the work.

7. PENALTY CLAUSE:-

There shall be regular review regarding the performance of the contractor by BMC. In case, at any stage, it is observed that the performance of the contractor is unsatisfactory or discrepancies are found in the works carried out by the successful bidder, BMC reserves the right to cancel the contract and black list the contractual firm(s) after giving due opportunity.

A. Penalty for delay in supply: -

For failure to complete the work / supply the materials/ within the stipulated period a penalty equivalent to 1/2% per week or part thereof on the value of the delayed work / delivery articles/materials/ / services shall be recovered from

the successful tenderer without any reference to the successful tenderer. The amount of the penalty shall be, however, subject to the maximum of 10% of value of the delayed work may be fixed by Chief Engineer (SWM)Project / DMC. (SWM).

B. Penalty for inferior quality of material: -

a) In case the Contractors at any time during the continuance of this present supply any of the material mentioned in schedules is rejected because of inferior quality, the Municipal Commissioner reserves right to levy penalty for such inferior supply from contract, not exceeding 20% of the cost of supplied material.

b) The period required for the replacement of inferior quality material with approved quality material shall be made within two (2) days or as decided by BMC.

c) Any faults should be addressed by replacing the component within the 6-hour maintenance window, failure to which penalty of Rs. 5000/- per day shall be imposed.

SECTION 8

BILL OF QUANTITIES

BILL OF QUANTITIES

Note: For information purpose only. Actual rates to be filled online

Subject: **Supply, Installation, Testing & Commissioning of scientific monitoring instruments/sensors required for continuous measurement of ambient air pollutants and odorous gaseous compounds as per study requirements of NEERI at Kanjur MSW Processing Facility.**

Sr. No.	Item Description	Qty	Unit	Rate per Qty. in Rs.	Total Amount in Rs.
1	Supply, Installation, Testing & Commissioning of scientific monitoring instruments/sensors required for continuous measurement of ambient air pollutants and odorous gaseous compounds as per study requirements of NEERI at Kanjur MSW Processing Facility as per attached technical specification inclusive of 03 Months (90 days) to procure and provide scientific monitoring instruments/sensors from the date of receipt of LoA / SAP PO (Whichever is earlier). After procurement, one year guarantee & one year CSMC i.e. two years in total operation period.	6	Nos.		

Note:-

2) Please note that this BOQ is for representational purpose. Bidders shall to quote their prices in BOQ on the portal directly

3) All the rate shall be in without GST

4) For technical specifications & details, bidders shall prefer the specifications as mentioned in Tender.

5) Rate analysis of the offer has to be submitted only by the 1st & 2nd lowest bidder that too after demand notification by BMC and not in commercial packet.

SECTION 9

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

A. General

1. Definitions

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

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

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

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

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

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

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

Note : The contract sum shall include the following –

- In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the Contractor's percentage.

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

- In case of lumpsum contract, the sum for which tender is accepted.

- Special discount / rebate / trade discount offered by the bidder if any and accepted by the Corporation.

- Additions or deletions that are accepted after opening of the tenders.

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

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

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

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

The Authority shall mean Brihanmumbai Municipal Corporation (BMC)

The "Employer" shall mean the Municipal Corporation for Greater Mumbai / Municipal Commissioner for Greater Mumbai, for the time being holding the said office and also his successors and shall also include all "Additional Municipal

Commissioners, Director (Engineering Services & Projects)" and the Deputy Municipal Commissioner, to whom the powers of Municipal Commissioner, have been deputed under Section 56 and 56B of the Mumbai Municipal Corporation Act.

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

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

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

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

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

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

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

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

Routine Maintenance is the maintenance of activities of the 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 is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

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

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

Variation means a change to the:-

i) Specification and /or Drawings (if any) which is instructed by the Employer.

ii) Scope in the Contract which is instructed by the Employer.

iii) Price in the Contract which is instructed by the Employer.

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer. Routine maintenance is defined separately.

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

2. Interpretation

1.2 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.

1.3 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).

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

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

3. . Engineer's Decisions

3.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain prior approval of some other

authorities for specific actions, he will so obtain the approval, before communicating his decision to the Contractor.

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

4. Delegation

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

5. Communications

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

6. Subcontracting

6.1 Unless specifically mentioned in the contract subletting will not be allowed. Subletting, where otherwise provided by the contract shall not be more than 25% of the contract price.

6.2 The Contractor shall not be required to obtain any consent from the Employer for:

a. the sub-contracting of any part of the Works for which the Subcontractor is named in the Contract;

b. the provision for labour, or labour component.

c. the purchase of Materials which are in accordance with the standards specified in the Contract.

6.3 Beyond what has been stated in clauses 6.1 and 6.2, if the Contractor proposes sub contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:

a. The Contractor shall not sub-contract the whole of the Works.

b. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the BMC and shall not relieve the Contractor of any responsibility under the Contract.

6.4 The Engineer should satisfy himself before recommending to the Employer whether

a. the circumstances warrant such sub-contracting; and

b. the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him.

7. Other Contractors

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

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

8. Personnel

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

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

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

8.4 The Contractor shall not employ any retired 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

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

10. Employer's Risks

10.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to

the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

11. Contractor's Risks

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

12. Insurance

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

a) Loss of or damage to the Works, Plant and Materials;

b) Loss of or damage to Equipment;

c) Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and

d) Personal injury or death.

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

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

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

12.5 If the Contractor does not provide any of the policies and certificates

required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premiums shall be debt due.

13. Site Investigation Reports

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

14. Queries about the Contract Data

14.1 The Engineer will clarify queries on the Contract Data.

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

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

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

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

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and byelaws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in future by the State or Central

Government or the local authority. Salient features of some of the major laws that are applicable are given below:

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

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

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

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

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

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

17. Approval by the Engineer

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

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

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

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

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

18. Safety

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

- Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

- Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

- The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

- The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.

18.2 Safety Programs:-

I. Have adequate safety supervision in place to ensure that safety programs set up by the firms/agencies are in compliance with prevalent laws and regulations.

II. Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.

III. Monitor day to day implementation of safety procedures.

18.3 First Aid Facilities: -

i. At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

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

iii. Adequate arrangements shall be made for immediate 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, in the work places where the number of contract labour employed is 150 or more.

19. Discoveries

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

20. Possession of the Site

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

21. Access to the Site

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

22. Instructions

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

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

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

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

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

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

B. Time Control

23. Programme

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

After the completion of the construction works, the programme for the Routine

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

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

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

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

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

24. Extension of Time in Contracts:

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

a) Extension attributable to BMC

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

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

Note: For extension of time period as governed in (i) and (ii) above, any modifications in design/drawings, specifications, quantities shall be needed to be justified with recorded reasons with approval of Ch.Eng. for not anticipating the same while preparing estimates and draft tender.

(b) Extension of Time for Delay Due to Bidder: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) / the programme for completion of work as specified in the contract. If the bidder fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in above as (a.i) and (a.ii), the BMC may, if satisfied that the works can be completed by the bidder within reasonable short time thereafter, allow the bidder for further extension of time as the Engineer may decide. On such extension the BMC will be entitled without prejudice to any other right and

remedy available on that behalf, to recover the compensation as governed by Clause 8(e) of GCC.

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

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

25. Delays Ordered by the Engineer

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

26. Management Meetings

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

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

27. Deleted

28. Identifying Defects

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

any work that the Engineer considers may have a Defect.

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

29. Deleted

30. Correction of Defects

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

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

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

31. Uncorrected Defects and Deficiencies

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

D. Cost Control

32. Variations

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

into account.

33. Payments for Variations

33.1 If rates for Variation items are specified in the Bill of Quantities, the Bidder shall carry out such work at the same rate.

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

34. Cash Flow Forecasts

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

35. Payment Certificates

The payment to the Bidder will be as follows for construction work:

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

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

(c) The value of work executed shall be determined, based on measurements by the Engineer.

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

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

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

36. Payments

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

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

36.3 No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in case of works estimated to cost more than Rs. One Thousand, the bidder 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 bidder. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actual done and completed and shall not preclude the Engineer In-charge from requiring any bad, unsound, imperfect or unskilful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim not shall it conclude, determine or effect in any other way, the powers of the Engineer In-charge

as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Bidder within one month of the date fixed for the completion of the work otherwise the Engineer In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

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

38. Tax

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

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

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

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

परिशिष्ट 'अ'

Point of Taxation in case of change of GST rates (Section 14)					
Sr. No.	**Date of acceptance of Service/Goods**	**Invoice Date [i.e. Date of invoice mentioned on the Tax Invoice or E-Invoice (if applicable)]**	**Date of Payment./ Payment Block removal date**	**Rate of GST Prior to 18.07.2022**	**Rate of GST on or after 18.07.2022**
1	Before 18.07.2022	Before 18.07.2022	Before 18.07.2022	Yes	No
2	Before 18.07.2022	Before 18.07.2022	After 18.07.2022	Yes	No
3	Before 18.07.2022	After 18.07.2022	After 18.07.2022	No	Yes
4	Before 18.07.2022	After 18.07.2022	Before 18.07.2022	Yes	No
5	On or After 18.07.2022	After 18.07.2022	Before 18.07.2022	No	Yes
6	On or After 18.07.2022	Before 18.07.2022	After 18.07.2022	No	Yes
7	On or After 18.07.2022	Before 18.07.2022	Before 18.07.2022	Yes	No
8	On or After 18.07.2022	After 18.07.2022	After 18.07.2022	No	Yes
Imprest / Cash Advance	Before 18.07.2022	Before 18.07.2022	Advance	Yes	No
	On or After 18.07.2022	On or After 18.07.2022	Advance	No	Yes
Special Advances in Cash	Before 18.07.2022	Before 18.07.2022	Advance	Yes	No
	On or After 18.07.2022	On or After 18.07.2022	Advance	No	Yes

39. Currencies

All payments will be made in Indian Rupees.

40. Liquidated Damages

Both, the Bidder 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 Bidder 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 Bidder fails to achieve the milestones prescribed in the

Contract Data. However, in case the Bidder achieves the next milestone, the amount of the liquidated damages already withheld shall be restored to the Bidder by adjustment in the next payment certificate. The Employer and the bidder have agreed that this is a reasonable agreed amount of liquidated damage. The Employer may deduct liquidated damages from payments due to the Bidder. Payment of liquidated damages shall not affect the Bidder's other liabilities.

41. Cost of Repairs

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

E. Finishing the Contract

42. Completion of Construction and Maintenance

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

43. Taking Over

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

44. Final Account

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

If the bidder fails to submit the final bill within 1 month, the BMC staff will

prepare the final bill based on the joint measurement within next 3 months.

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

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

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

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

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

The bidder has to submit the bill for the work carried out within 15 days from the date of completion of the work to the respective executing department. If the

bidder fails to submit their bills to concerned executing department, penalty or action as shown below will be taken for each delayed bill:-

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

45. Operating and Maintenance Manuals

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

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

46. Termination

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

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

a) the Bidder stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;

b) the Bidder 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 Bidder fails to correct it within a reasonable

period of time determined by the Engineer;

d) the Bidder does not maintain a Security, which is required;

e) the Bidder 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 Bidder fails to provide insurance cover as required under relevant clause.

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

h) if the Bidder fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and

i) any other fundamental breaches as specified in the Contract Data.

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

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

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

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

47. Payment upon Termination

47.1 If the Contract is terminated because of a fundamental breach of Contract by the Bidder, 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 Bidder, 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 Bidder to the Employer

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

48. Property

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

49. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Bidder, the Engineer shall certify that the Contract has been frustrated. The Bidder 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.

Other Conditions of Contract

50. Labour

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

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

51. Compliance with Labour Regulations

(a) During continuance of the Contract, the Bidder and his sub-Bidders 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 Bidder 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 Bidder, the Engineer/Employer shall have the right to deduct any money due to the Bidder including his amount of performance guarantee. The Employer/Engineer shall also have right to recover from the Bidder any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

(d) The employees of the Bidder and the Sub-Bidder in no case shall be treated as the employees of the Employer at any point of time.

52. Drawings and Photographs of the Works

52.1 The Bidder shall do photography/video photography of the site firstly

before the start of the work, secondly mid-way in the execution of different stages of work as required by Engineer In-charge and lastly after the completion of the work. No separate payment will be made to the Bidder for this.

52.2 The Bidder 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 Bidder to be taken by any of his employees or any employees of his sub-Bidders without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

53. The Apprentices Act, 1961

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

54 Contract Document

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

1) Contract Agreement (if completed)

2) The letter of Acceptance

3) The Bid:

4) Addendum to Bid; if any

5) Tender Document

6) The Bill of Quantities:

7) The Specification:

8) Detailed Engineering Drawings

9) Standard General Conditions of Contracts (GCC)

10) All correspondence documents between bidder/bidder and BMC.

55. Conflict of Interest

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

1. A constituent of such Applicant is also a constituent of another Applicant; or

2. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

3. Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or

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

56. Applications and costs thereof

No Applicant shall submit more than one Application for the Project. An

applicant applying individually shall not be entitled to submit another application either individually. The Applicant shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

57. Acknowledgment by Applicant

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

a. made a complete and careful examination of the tender;

b. received all relevant information requested from the Authority;

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

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

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

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

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

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

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

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

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

59 The bid shall be rejected if the bidder-

a. Stipulates the validity period less than 180 days.

b. Stipulates own condition/conditions.

c. Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

60 Clarifications

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

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

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

61. Amendment of tender

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

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

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

Preparation and Submission of Application

62. Language

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

63. Format and signing of Application

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

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

64. Marking of Applications

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

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

65. Late Applications

Applications received by the Authority after the specified time on the Application

Due Date shall not be eligible for consideration and shall be summarily rejected.

66. Confidentiality

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

67. Clarifications of Financial Bids

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

68 Inspection of site and sufficiency of tender:

1. The Bidder 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 necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the climatic conditions.

2. – Deleted-

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

4. **Not Foreseeable Physical Obstructions or Conditions:** If, however, during the execution of the Works the Bidder 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 bidder, the Bidder 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 bidder, after due consultation with the Bidder, determine:

 any extension of time to which the Bidder is entitled and

 The amount of any costs which may have been incurred by the Bidder by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price.

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

5. Deleted-

6. Deleted-

7. Deleted-

8. Deleted-

69. Official Secrecy:

The Bidder 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 bidder shall also bring into notice that, any information found to be leaked out or disclosed the concern person as well as the Bidder will be liable for penal action; further the Corporation will be at liberty to terminate the contract without notice.

70. **Subsequent Legislation**:

If on the day of submission of bids for the contract, there occur changes to any National or State stature, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Bidder, such additional or reduced cost shall, after due consultation with the Bidder, 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 Bidder accordingly with a copy to the Employer. BMC reserve the right to take decision in respect of addition/reduction of cost in contract.

71. Patent, Right and Royalties:

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

72. Payments, Tax and Claims:

i. **The limit for unforeseen claims**

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

ii. **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 bidder on the other, or with respect to any delay on the part of the Municipal Corporation of Greater Bombay or its Engineer or Officers in making periodical or final payments or in any other respect whatever.

73. Settlement of Disputes:

iii. **Termination of contract for death**

If the Bidder is an individual or a proprietary concern and the individual or the proprietor dies and if the Bidder is a partnership concern and one of the legal representative of the individual Bidder 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 Bidder and or to the surviving partners of the Bidder's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Bidder or surviving partners of the Bidder'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 Bidder and or surviving partners

of the Bidder's firm liable in damages for not completing the contract.

iv. **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 Bidder or the Engineer and the Bidder 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 Bidder. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of the works, and shall forthwith be given effect to by the Bidder 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 Bidder 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 Bidder.

74. Arbitration and Jurisdiction:

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

days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

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

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/case No. 1,/2017/D-19 dtd. 28.02.2017) as per Arbitration Rules of Mumbai Centre for International Arbitration then in force ("MCIA Rules")

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

75. Copyright:

The copyright of all drawings and other documents provided by the Bidder under the contract shall remain vested in the Bidder or his sub-bidders as the case may be the employer shall have a license to use such drawings and other documents in connection with the design, construction, operation, maintenance of the works. At any time the Employer shall have further license without additional payment to the

Bidder to use any such drawings or documents for the purpose of making any improvement of the works or enlargement or duplication of any part thereof, provided that such improvement, enlargement, or duplication by itself or in conjunction with any other improvements, enlargements or duplications already made in accordance with the further license does not result in the duplication of the whole works.

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

Every receipt for money which may become payable or for any security which may become transferable to the Bidder 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 Bidders and of the legal representatives of any deceased Bidders interest.

77. Proprietary data

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

78. Correspondence with the Applicant

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

79. – Deleted-

80. – Deleted-

81. Payment:

Interim Payment:

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

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

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

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

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

82. Banning/De-Registration of Agencies of Construction works in BMC

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

83. ~~JOINT VENTURE~~

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

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

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

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

~~d)~~ ~~A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.~~

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

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

g) One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of J V firms with up to three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%

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

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

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

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

vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.

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

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

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

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

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

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

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

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

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

a) Notary certified copy of the Partnership Deed,

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

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

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

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

HUF.

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

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

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

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

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

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

Technical eligibility criteria: In case of Work involving single discipline, the Lead member of the JV firm shall meet at least 35% requirement of technical capacity as stipulated in tender document.

OR

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

work or any member having satisfactorily completed 35% of the value of work of each component during last seven financial years.

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

Financial eligibility criteria: The contractual payments received by the JV firm or the arithmetic sum of contractual payments received by all the members of JV firm in any one of the previous three financial years and shall be at least **100% of the estimated value** of the work as mentioned in the tender.

84.Compensation for delay:

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

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

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

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

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

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

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

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

85. Action and Compensation Payable In Case Of Bad Work and Not Done as Per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Vigilance Department of the BMC or any organization engaged by the BMC for Quality Assurance and the bidder 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 bidder, 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 Bidder's agent shall be considered to have the same force as if they had been given to the bidder himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the officer of Vigilance Department, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any

inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the bidder 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 bidder 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 bidder. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the bidder.

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

86. Bidders 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 Bidder, he is declared liable to pay compensation amounting to the whole of his security deposit. The liability of the Bidder for past and future compensation shall remain unaffected.

In the event of the Executive Engineer taking action against these relevant

clauses, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of site thereof or belonging to the Bidder or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer, may after giving notice in writing to the Bidder or his staff of the work or other authorized agent require him to remove such tools and plants, materials or stores from the premises within a time to be specified in such notice and in the event of the Bidder failing to comply with any such requisition, the Executive Engineer may remove them at the bidders expense of sell them by auction or private sell on account of the Bidder at his risk in all respects and certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds an expense of any such sell be final and conclusive against the Bidder.

87. No Claim to Any Payment Or Compensation Or Alteration In Or Restriction Of Work

(a) If at any time after the execution of contract documents, the Engineer shall for any reason whatsoever, desires that the whole or any part of the works specified in the Tender should be suspended for any period or that the whole or part of the work should not be carried out, at all, he shall give to the Bidder a Notice in writing of such desire and upon the receipt of such notice, the Bidder shall forthwith suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury the work already done or endanger the safety thereof, provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the bidder.

The Bidder shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

(b) Where the total suspension of Work Order as aforesaid continued for a continuous period exceeding 90 days the bidder shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer within 30

days of the expiry of the said period of 90 days, of such intention and requiring the Engineering to record the final measurement of the work already done and to pay final bill. Upon giving such Notice, the Bidder shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the bidder within a period of 90 days from the receipt of such Notice in respect of the work already done by the bidder. Such payment shall not in any manner prejudice the right of the bidder to any further compensation under the remaining provisions of this clause.

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

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

The Bidder shall supply at his own cost all material, plant, tools, appliances, implements, and temporary works requisite or proper for the proper execution of the work, whether, in the original altered or substituted form and whether included in the specification of other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-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 bidder shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the bidder be paid for compromising any claim by any such person.

89. Prevention of Fire:

The bidder shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Engineer In-charge. When such permit is given, and also in all cases when destroying cut or dug up trees brushwood, grass, etc., by fire, the bidder shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The Bidder shall make his own arrangements for drinking water for the labour employed by him.

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

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

92. Action where no specifications:

In the case of any class of work for which there is no such specifications, such works shall be carried out in accordance with the specifications and in the event of there being no such specifications, then in such case, the work shall be carried out

in all respects in accordance with all instructions and requirements of the Engineer In-charge.

93. Safety and medical help:

(i) The Bidder 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 bidder forthwith and be included without prejudice to any other remedy of BMC from any amount due or that may become due to the Bidder.

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

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

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

94. No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance of works, on account of ant delay in according to sanction of estimates.

95. Anti-malaria and other health measures:

Anti-Malaria and other health measures shall be taken as directed by the Executive Health Officer of BMC. Bidder shall see that mosquito genic conditions are created so as to keep vector population to minimum level. Bidder 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, bidder shall be liable to pay BMC on anti-malaria

measures to control the situation in addition to fine.

Note:

All the latest circulars, communications, directives, related to GST shall be made applicable for the tender.

96. INTERNAL GRIEVANCE REDRESSAL MECHANISM

BMC 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, BMC may decide whether the bid process is required to be suspended pending disposal of such review. The BMC after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

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

Where BMC fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder

or prospective bidder may file an application for redressal before the 'Internal Procurement Redressal Committee' within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- fee shall be paid in the form of D.D. in favour of BMC

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

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

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

No application shall be maintainable before the Redressal Committee in regard of any decision of the BMC 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.

SECTION 10

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

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

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

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

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

F. If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after

giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

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

For the purposes of this Sub-Clause:

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

II. "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes 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. "party" 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 11

PRE-BID MEETING

PREBID MEETING

Pre-bid meeting of the interested parties shall be convened at the Office of Ch. Eng. (SWM) Project on 27.11.2026 at 11:30 A.M. A maximum of three representatives of each Applicant shall be allowed to participate on the production of an authority letter from the Applicant.

Office of Ch. Eng. (SWM) Project

1st Floor, Municipal Primary School Building,,
Bai Padmabai Thakkar Marg, Kotwadi,
Mahim (Shivaji Park),
Mumbai – 400 016.

SECTION –12

LIST OF APPROVED BANKS

LIST OF APPROVED BANKS

1. The following Banks with their branches in Greater Mumbai and 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 the 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	~~StateBankOf 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.
8	State Bank Of Indore
B	**Nationalized Banks**
9	Allahabad Bank.
10	Andhra Bank.
11	Bank Of Baroda.
12	Bank Of India.
13	Bank Of Maharashtra.
14	Central Bank Of India.
15	Dena Bank.
16	Indian Bank.
17	Indian Overseas Bank.
18	Oriental Bank of Commerce
19	Punjab National Bank.
20	Punjab &Sindh Bank.
21	Syndicate Bank.
22	Union Bank Of India.
23	United Bank Of India.
24	UCO Bank.

25	Vijaya Bank.
26	Corporation Bank.
27	Canara bank
C	**Scheduled Commercial Banks**
28	Bank Of Madura Ltd.
29	Bank Of Rajasthan Ltd.
30	Banaras State Bank Ltd.
31	Bharat Overseas Bank Ltd
32	Catholic Syrian Bank Ltd.
33	City Union Bank Ltd.
34	Development Credit Bank.
35	Dhanalakshmi Bank Ltd.
36	Federal Bank Ltd.
37	Indusind Bank Ltd.
38	I.C.I.C.I Banking Corporation Ltd.
39	Global Trust Bank Ltd.
40	Jammu & Kashmir Bank Ltd.
41	Karnataka Bank Ltd.
42	Karur Vysya Bank Ltd.
43	Laxmi Vilas Bank Ltd.
44	Nedugundi Bank Ltd.
45	Ratnakar Bank Ltd.
46	Sangli Bank Ltd.
47	South Indian Bank Ltd.
48	S.B.I Corporation &Int Bank Ltd.
49	Tamilnadu Mercantile Bank Ltd.
50	United Western Bank Ltd.
51	Vysya Bank Ltd.
52	Axis Bank
53	Kotak Mahindra Bank Ltd.
D	**Schedule Urban Co-op Banks**
54	Abhyudaya Co-op Bank Ltd.
55	Bassein Catholic Co-op Bank Ltd.
56	Bharat Co-op Bank Ltd.
57	Bombay Mercantile Co-op Bank Ltd.
58	Cosmos Co-op Bank Ltd.
59	Greater Mumbai Co-op Bank Ltd.
60	Janata Sahakari Bank Ltd.
61	The Mumbai District Central Co-op Bank Ltd.
62	The Maharashtra State Co-op Bank Ltd.
63	New India Co-op Bank Ltd.
64	North Canara G.S.B. Co-op Bank Ltd.
65	Rupee Co-op Bank Ltd.

66	Sangli Urban Co-op Bank Ltd.
67	Saraswa tCo-op Bank Ltd.
68	Shamrao Vithal Co-op Bank Ltd.
69	Mahanagar Co-op Bank Ltd.
70	Citizen Bank Ltd.
71	Yes Bank Ltd.
72	Punjab and Maharashtra Co-Op Bank Ltd.
73	ThaneJanataSahakari Bank Ltd.
E	**Foreign Bank**
74	ABN AMRO (N.V.) Bank.
75	American Express Bank Ltd.
76	ANZGrindlays Bank Ltd.
77	Bank Of AmericaN.T. &S.A.
78	Bank Of Tokyo Ltd.
79	Banque indosuez.
80	Banque National DeParis.
81	Barclays bank.
82	Citi Bank N.A.
83	Hongkong & Shanghai banking Corporation.
84	Mitsui Taiyokbe Bank Ltd.
85	Standard Chartered Bank.
86	Cho Hung Bank.
87	HDFC Bank
88	IDBI Bank

SECTION –13

APPENDIX, ANNEXURE,

PROFORMA

FORM OF TENDER

To,

The Municipal Commissioner for GreaterMumbai Sir,

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

i. Notice inviting tender.

ii. Directions to bidders (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 signedby 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 arewe in any way related or concerned with the establishment /firm or any other person, who have filled in the tender for the aforesaid work."

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

4 I/We hereby request you not to enter into a contract with any other person/s forthe 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 be-fore the date of communication to me/us of such notice of non/acceptance, whichdate 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 Bom-bay 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 againstthe instructions and directions given in this tender.

10 "I/We further agree and undertake that in the event it is revealed subsequentlyafter the allotment of work/contract to me/us, that any information given byme/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses

or inconvenience caused tothe 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 notclaim 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 Bidder 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. ..... Vender No.....

AGREEMENT FORM

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

Standing Committee/Education Committee Resolution No. .....

CONTRACT FOR THE WORKS .....

.....

.....

.....

This agreement made this day of ....

Two thousand ..... Between

.....

.....

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

....

.....

in Bombay under the style and name of Messrs .....

.....

..... (Hereinafter called

"the contractor of the one part and Shri .....

.....

the 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, hissuccessor or successors for the time being holding the office of Director (E,S.& P)of the second part and the Brihanmumbai Municipal Corporation (hereinafter called"the Corporation") of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his ten-der 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 arerespectively 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 constructedas 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

_____

_____ Trading under the name and style

In the presence of

_____ Contractors

_____ Ex. Eng. Tr (City)

Full NameAddress

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

Director (ES&P)/DMC (SWM)

The Common seal of the Brihanmumbai MunicipalCorporation washereunto affixed on the ..... 20 in the presence of two members of the Standing Committee.

1.

2.

1.

2.

Municipal Secretary

And in the presence of the Municipal Secretary

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

THIS INDENTURE made this day of BETWEEN

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

_____

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

THE MUNICIPAL COMMISSIONER FOR BRIHANMUMBAI (herein after referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and BRIHANMUMBAI MUNICIPAL CORPORATION (here in after referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution of the work of

"_____and the terms of such tender/contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sum of Rs._____(Rupees_____) AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security - deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the

Commissioner has agreed to accept such undertaking NOW THIS AGRREMENT WITHNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do ,a sum not exceeding in the whole Rs._____(Rupees_____) under the terms of the said tender and /or the contract. The B.G. is valid up to"Notwithstanding anything what

has been stated above, our liability under the above guarantee is restricted to Rs._____only and guarantee shall remain in force up to_____ unless the demand or claim under this guarantee is made on us in writing on or before_all your right under the above guarantee shall be forfeited and we shall be released formal liabilities under the guarantee thereafter"

IN WITNESS WHEREOF

WITNESS(1) _____

Name and_____

address _____

WITNESS(2)_____

Name and _____ the duly constituted Attorney Manager address _____

the Bank and the said Messer's _____

(Name of the Bank)

WITNESS(1)_____

Name and _____

address _____

WITNESS(2)_____

Name and _____

For Messer's _____

Address _____

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

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

ANNEXURE - A

Name of Work:- To procure and provide scientific monitoring instruments/sensors required for continuous measurement of ambient air pollutants and odorous gaseous compounds as per study requirements of NEERI at Kanjur MSW Processing Facility**.**

Sr. No.	Parameter	Details
1	The Engineers for this work	1. Ch.Eng.(SWM) Project
		2. Dy.Ch.Eng.(SWM)Project
		3. Ex.Eng (SWM) Project-Kanjur
2	Description of work	To procure and provide scientific monitoring instruments/sensors required for continuous measurement of ambient air pollutants and odorous gaseous compounds as per study requirements of NEERI at Kanjur MSW Processing Facility.
3	Earnest Money Deposit	Rs.85,000/-
4	Contract Period	As mentioned in tender condition

Signature of Bidder/Bidder

ANNEXURE - B

(On Rs. 500/- Stamp Paper)

PRE-CONTRACT INTEGRITY PACT

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BMC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BMC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BMC as part of

the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

8.The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

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

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

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

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

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

Signature of Bidder/Bidder

ANNEXURE - C

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

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

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

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

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

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

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

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

Signature of Bidder/Bidder

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)				
7	Per unit rate (per Service)				

Sign & seal of the Bidder

ANNEXURE - E

INFORMATION REGARDING STATUS OF BIDDER

(To be filled in by the bidder)

(1)(a) Whether it is a proprietor concern ----------

(b) If so, name of the owner ----------

---

(2) If it is a partnership concern, please furnish name of each partner and a copy of registration certificate ----------
---

---

(3) In case of company, please furnish the documentary proof to show that the company is registered ----------
---

Signature of the Authorised Signatory / Signatories:

Name of concerned person(s) / company:

Stamp: Date:

ANNEXURE - F

EARNEST MONEY DEPOSIT

(To be filled in by the bidder)

Amount of E.M.D. RUPEES _____

(in words)

_____

Contract Period

ANNEXURE-G

UNDERTAKING FOR THE SITE VISIT

(To be submitted with Packet B)

I, Mr. _____ Proprietor of M/s. _____ having my office at _____ ___ _____do hereby state & undertake as Follows:

I say that, I have purchased the Tender for the work of _____ _____ _____ having bid invitation number _____for the Brihanmumbai Municipal Corporation. I confirm that I have visited / inspected the site of work before the submission of the tender on date _____ and understood the entire scope of work. Considering all probable difficulties as could be reasonably foreseen by us as an experienced contractor, I wish to execute the said work as per the terms and conditions of the tender. This is to re-affirm that, all the conditions of contract shall be binding on us.

Place:

Date:

(Name, Seal & Authorized signatory of the tenderer)

Before me,

(Name, Designation, Sign & Stamp of BMC Site Engineer)

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 :

- 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.

- 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.

- 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.

- If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provisions of GST Act.

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

Solemnly affirmed at DEPONANT

This day of BEFORE ME

Interpreted Explained and Identified by me.

PROFORMAS

PROFORMA – I

The list of similar works as stated in Para "A" of Post Qualification during last 7 years

Sr. No.	Name of the Project	Name of the Employer	Stipulated Date of Completion	Actual date of Completion	Actual Cost of Work Done	Actual Cost of work at compound rate of 10% per annum
1	2	3	4	5	6	7

Note:-

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

- Works shall be grouped financial year-wise.

PROFORMA – II

Yearly turnover of works during last three years

Sr. No.	Financial Year	Actual Turnover of the Works	Updated value to current year	Average of last three years	Average of last three years at compound rate of 10% per annum	Page No.
1	2	3	4	5	6	7

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

PROFORMA - III

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

Sr. No	Name of the Project	Name of the Employer	Cost of the Project	Date of issue of Work Order	Stipulated Date of Completion	Actual date of Completion	Remarks explaining reasons for the delay if any
1	2	3	4	5	6	7	8

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

PROFORMA – IV

Personnel

Profile of Key Staff

A detailed profile of the following key staff (minimum 2 in each category) is to be enclosed along with the Technical document (Bidder should take photocopies of this appendix and submit separate sheets for each of the key staff):

- Supervisor

The details to be furnished of the key staff are as follows:

Name	
Role	
Academic Qualifications	
Total years of experience	
Total number of similar projects executed in the proposed role	

Support team for Days

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

PROFORMA – V

Machinery / Vehicle fleet

1. Leased/Assured Access

Sr. No.	Equipment/ Vehicle registration No.	Number	Leased/Assured Access

2. Owned

Sr. No.	Equipment/ Vehicle registration No.	Number	Owned

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

PROFORMA VI

Details of Existing Commitments & Ongoing Works

PROFORMA – VI/A

A) Ongoing Work

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

PROFORMA – VI/B

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.

PROFORMA – VII

(Equipment Capability)

I/We…….. do hereby declared that Sufficient manpower and machinery would be utilized for timely delivery of the genuine material / Vehicle services as per technical specification to the designated delivery address or as directed by BMC and under no circumstance any claim would be made regarding insufficient manpower and machinery during currency of the contract.

Sign & seal of the Bidder