



## **DRAFT TENDER**

Prepared by

Checked by

Sd/-

Sd/-

Sd/-

**J.E. (O&M) Mech. SWD**

**S.E.(O&M) Mech. SWD**

**A.E.(O&M) Mech.SWD**

Recommended by

Approved by

Sd/-

Sd/-

Sd/-

**E.E.(O&M) Mech. SWD**

**Dy.Ch.E.(O&M)SWD**

**Ch.E.(SWD)**

**Name of Work:**

**Supply, Operation & Comprehensive Maintenance (03 Years) of Vehicle mounted High Capacity Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D. - 04 Nos.**

**e-Tender No.:**

(eT - 30) of 2022 - 23.

**Due date:**

Packet 'A' & 'B' – 30.09.2022 Packet 'C'– 06.10.2022

**Earnest Money Deposit:**

Rs. 37,10,000.00

**e-Tender price:**

Rs. 10400/- + 18% GST

## **BID DOCUMENT**

Website: [portal.mcgm.gov.in/tenders](http://portal.mcgm.gov.in/tenders)

Office of: Dy.Ch.Eng.(Operation & Maintenance) SWD

Fifth floor, Storm Water Drains Workshop Building,

249, Senapati Bapat Marg, Dadar (W),

Mumbai- 400 028.

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# **SECTION 1**

## **e-TENDER NOTICE**

# **MUNICIPAL CORPORATION OF GREATER MUMBAI**

## **Chief Engineer (Storm Water Drains)**

No. eT- 30 of 2022-23.

### **E-TENDER NOTICE**

**Subject: Supply, Operation & Comprehensive Maintenance (03 Years) of Vehicle mounted High Capacity Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D. - 04 Nos.**

The Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai, (MCGM) under Mechanical/Electrical Category class 'A' as per new registration rules 2016 and from the contractors/firms 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 MCGM will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty. Bidding Process will comprise of THREE stages.

The application form can be downloaded from MCGM's portal (<http://portal.mcgm.gov.in>) on payment of Rs.10400/- (Extra GST 18% i.e. CGST9% and SGST 9%) for each bid. Tender fee is non refundable. The applicants not registered with MCGM are mandated to get registered (Vendor Registration) with MCGM for e-tendering process & obtain login credentials to participate in the online bidding process.

- i) To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer (FAR), 3rd floor, Municipal Headquarter.
- ii) Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai
- iii) For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by

controller of certifying authorities namely, Safes crypt, IDRBT, National informatics centre, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA.

e-Tender No.	Name of Work	Contract Period	Estimated Cost of Project
eT- 30 of 2022-23. Bid no- 7200036102	<b>Supply, Operation &amp; Comprehensive Maintenance (03 Years) of Vehicle mounted High Capacity Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&amp;M)S.W.D. - 04 Nos.</b>	A. Supply – Within 8 months from delivery of Chassis. B. Services of Operation- 36 Months or 3600 shifts whichever is later	<b><u>Item Rate</u></b> <b><u>Tender</u></b>

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 (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 MCGM portal (<http://portal.mcgm.gov.in>) as mentioned in the Header Data of the tender.

As per THREE Packet systems, the document for Packet 'A' & 'B' is to be uploaded by the bidder in vendors' document online in Packet A, B. Packet 'A', 'B' & 'C' shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of **Dy. Chief Engineer (O&M)S.W.D.** The Packet 'C' shall be opened if bids submission in Packet 'A' & 'B' satisfies/includes all the requirements and 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 MCGM Portal. (<http://portal.mcgm.gov.in>)

The Applicants interested for the above referred works may contact in **Dy. Chief Engineer(O&M)S.W.D.'s** office at the following address on any working day during office hours.

**Office of the  
Dy. Chief Engineer(O&M)Storm Water Drains,**

Storm Water Drains Workshop Premises,  
Opp. Madhani Ind. Estate,  
249-Senapati Bapat Marg,  
Dadar (W), Mumbai-400 028  
Phone - 022 2430 9817, 2430 9472  
2432 7674, 2422 4556  
Fax - 022 2421 1225  
E-mail:aeomcity07.swd@mcgm.gov.in

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

The MCGM reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of MCGM.

(<http://portal.mcgm.gov.in/tenders>).

**Sd/-**

**Dy.Ch.E.(O&M)SWD**

**HEADER DATA**

e-Tender Number	eT- 30 (2022-23) Bid no.- 7200036102
Name of Organization	Municipal Corporation of Greater Mumbai
Subject	<b>Supply, Operation &amp; Comprehensive Maintenance (03 Years) of Vehicle mounted High Capacity Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&amp;M)S.W.D. - 04 Nos.</b>
Cost of Tender	Rs.10400/- + 18% GST ( i.e. 9% CGST & 9% SGST)
Cost of E-Tender ( Estimated Cost)	Not Applicable (Item Rate Tender)
E.M.D.	Rs. 37,10,000.00
Date of issue and sale of tender	14.09.2022 from 11.00 Hrs
Last date & Time for sale of tender	29.09.2022 Upto12.00 Hrs
Submission of Packet A, B & Packet C (Online)& Receipt of Bid Security Deposit	29.09.2022 Upto 16.00 Hrs
Pre-bid Meeting Date & Time	22.09.2022 at 15.00 Hrs
Opening of Packet A	30.09.2022 after 16:01 Hrs
Opening of Packet B	30.09.2022 after16:10 Hrs
Opening of Packet C	06.10.2022 after 15:00 Hrs
Address for Communication	Office of the Dy. Chief Engineer (O&M) Storm Water Drains, Storm Water Drains Workshop Premises, Opp. Madhani Ind. Estate, 249-Senapati Bapat Marg, Dadar (W), Mumbai-400 028
Venue of Opening of bid	As above.

**This tender document is not transferable.**

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

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

## **SECTION 2**

# **ELIGIBILITY CRITERIA**



**A) Technical Capacity:**

- a) The Bidder shall be manufacturer of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine/ Vehicle mounted sewer / storm water drain cleaning recycler machine or the authorized dealer of the above said manufacturer. If the bidder is authorized dealer of the manufacturer, he shall submit the letter of Authorization from the manufacturer as per the Proforma format given in tender document. The Bidder or manufacturer should have supplied Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer /storm water drain cleaning recycler machine on outright sale in last 07 years to any Municipal body / Govt. / Semi Govt. Authority in India. The bidder shall submit the satisfactory performance certificates of the same from the user.

**I) For Supply:**

The Bidder should have successfully completed the work of supply of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer / storm water drain cleaning recycler machine in MCGM /Semi Govt. / Govt. / Public Sector Organization in India during last seven (7) years ending last day of month previous to the due date as a prime Contractor

- 1) Three similar completed works each of value not less than value equal to Rs. 2.84 Cr.

**OR**

- 2) Two similar completed works each of value not less than value equal to Rs. 3.55 Cr.

**OR**

- 3) One similar completed works each of value not less than value equal to Rs. 5.68 Cr.

The Bidder shall submit the certificate of satisfactory supply of said work from the user Department of MCGM / Semi Govt. / Govt. / Public sector organization, failing which their offer shall be treated as non-responsive and their Packet "C" shall not be opened. 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.

**AND**

**II) Services of Operation and Maintenance**

The Bidder should have successfully completed the work of "Operation and Maintenance of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer / storm water drain cleaning recycler machine in MCGM /Semi Govt. / Govt. /

Public Sector Organization during last seven (7) years ending last day of month previous to the due date as a prime contractor of

1) Three similar completed works each of value not less than value equal to Rs. 1.75 Cr.

**OR**

2) Two similar completed works each of value not less than value equal to Rs. 2.19 Cr.

**OR**

3) One similar completed works each of value not less than value equal to Rs. 3.49 Cr.

The Bidder shall submit the certificate of satisfactory execution of said work from the user Department of MCGM / Semi Govt. / Govt. / Public sector organization, failing which their offer shall be treated as non-responsive and their Packet "C" shall not be opened. 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 tender.

b) If demanded, the bidder shall arrange for demonstration of the vehicle as per tender specified capacity equipment's and IOT Cloud Platform for monitoring all Key performance indices in the presence of at least two Municipal Engineers at their own expenses, before opening of Packet "C" within 15 days of intimation by the Department. Failing to comply this, the offer shall be treated as non-responsive and the corresponding Packet "C" will not be opened.

**B) Financial Capacity:**

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to or minimum Rs. 6.88 Cr for Bid for last 3 financial years. To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant. The turnover can be enhanced by 10% every year to bring the present level.

**C) Similar Experience:**

**For Supply**

Similar work shall mean the completed works supply of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer / storm water drain cleaning recycler machine.

**For O & M**

Similar work shall mean the completed or ongoing works of O&M of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer/ storm water drain cleaning machine like recycler machine.

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

**Sd/-**

**Dy.Ch.E.(O&M)SWD**

# **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 Municipal Corporation of Greater Mumbai (MCGM), 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 Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai (MCGM), 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 Municipal Corporation of Greater Mumbai (MCGM) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here. The Municipal Corporation of Greater Mumbai(MCGM), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai(MCGM) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

# **SECTION 4**

## **INTRODUCTION**

## **INTRODUCTION**

### **4.1 Background:**

The Municipal Corporation of Greater Mumbai 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 centres of education, science and technological research and advancement.

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

MCGM (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, MCGM 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 MCGM 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.

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

### **4.2 Scope of Work:**

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

The present tender called upon by Chief Engineer S.W.D. consists of following scope of work as mentioned below:-

- 4.2.1 Supply of 04 Nos. of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D. The vehicle shall be having saddle type tank arrangement as per tender specifications and higher Vacuum pump directly coupled by Wrap flex close coupled Elastomeric coupling to Auxiliary Engine, Jetting pump & IOT Cloud Platform for monitoring all Key performance Indices specified in the tender



required with data analytics and dashboard.

4.2.2 Operation & Comprehensive Maintenance of 04 Nos. Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D.

# **SECTION 5**

## **E-TENDERING ONLINE SUBMISSION PROCESS**

## **E-TENDERING ONLINE SUBMISSION PROCESS**

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of tenders in addition to manual. The SAP module to be used in this E-tendering is known as Supplier Relationship Module (SRM).SRM is designed and introduced by ABM Knowledge ware Ltd. who will assist MCGM in throughout the tendering process for successful implementation.

**NOTE:** This tendering process is covered under Information Technology ACT & Cyber Laws as applicable.

In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online tendering process.

Start Date read as "Sale Date"

End Date read as "Submission Date"

Supplier read as "Contractor/bidder"

Vendor read as "Contractor/bidder"

Vendor Quotation read as "Contractors Bid/Offer"

Purchaser read as "Department/MCGM"

I. Before entering in to online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links. For this, the contractors can access through Supplier registration via MCGM Portal.

There are two methods for this registration :( II and III)

### **II. Transfer from R3 (registered contractors with MCGM) to SRM**

- a. Contractors already registered with MCGM will approach to Vendor Transfer cell.
- b. Submit his details such as (name, vendor code, address, registered Email ID, pan card etc.) to Vendor transfer cell.
- c. MCGM authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.
- d. Transferred Vendor receives User ID creation link on his supplied mail Id
- e. Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID

### **III. Online Self Registration (Temporary registration for applicant not registered with MCGM)**

- a. Vendor fills up Self Registration form via accessing MCGM portal.

- b. Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
- c. Accepted Vendor receives User ID creation email with Link on his supplied mail Id.
- d. Vendor creates his User ID and Password for e-tendering application.

#### **IV. CONTRACTORS BIDDING: Applicant will Quote and Upload Tender Documents**

1. Access e-tender link of SRM Portal
2. Log in with User ID and Password
3. Selects desired Bid Invitation (he wants to bid)
4. To download tender documents contractors will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Contractors can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.
5. Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.
6. Applicant will upload Packet A related and Packet B related Documents in Packet A and Packet B folder respectively by accessing these folders through "My Notes" Tab and collaboration folder link.
7. All the documents uploaded have to be digitally signed and saved. Contractors can procure there digital signature from any certified CA's in India.
8. Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned in tender.
9. For commercial details (in Packet C) contractors will fill data in Item Data tab in Service Line Item via details and quotes his "Percentage Variation" (i.e.% quoted) figure.(If entered '0' it will be treated as at par. By default the value is zero only.
9. Applicants to check the bid, digitally signs & save and submit his Bid Invitation.
10. Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.
11. Please note that "Hold" action do not submit the Bid.
12. Applicants will receive confirmation once the Bid is submitted.
13. Bid creator (MCGM) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.

As per Three Packet system, the document for Packet A & B are to be uploaded by the tenderer in 'Vendor's document' online in Packet A & B. Before purchasing/ downloading the tender copy, tenderer may refer to post- Qualification criteria mentioned in e-Tender Notice.

The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet 'A' instead of paying the EMD at any of the CFC centers in MCGM Ward Offices.

The e-tender is available on MCGM portal, <http://portal.mcg.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the time-table shown in the Header Data in the office of **Dy.Chief Engineer (O&M)S.W.D.**

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

### **Information Regarding Classes-**

Limits of cost of individual works, amount of solvency and amount of standing deposits prescribed for each Class of Mechanical & Electrical categories as per Registration rules 2015

<b>Sr. No.</b>	<b>Class of MCGM Registration</b>	<b>Upper limit of cost of works for tendering</b>	<b>Minimum solvency Rs.in Lakhs</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1.	AA	Without Limit	60
2.	A	Upto 75 Lakhs	20
3.	B	Upto 25 Lakhs	7.5
4.	C	Upto 10 Lakhs	1
5.	D	Upto 5 Lakhs	0.5

Limits of cost of individual works, amount of solvency and amount of standing deposits prescribed for each Class of Mechanical & Electrical categories as per Registration rules 2016

<b>Sr.No.</b>	<b>Class of MCGM Registration</b>	<b>Upper limit of cost of works for tendering</b>	<b>Minimum solvency Rs.in Lakhs</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1.	A	Without Limit	8
2.	B	Upto 25 Lakhs	4

3.	B-1	Upto 15 Lakhs	3
4.	C	Upto 10 Lakhs	3
5.	D	Upto 7.5 Lakhs	1.5
6.	E	Upto 2 Lakhs	0.5

**SECTION 6**

**INSTRUCTIONS TO  
APPLICANTS**

## 6.1 **Scope of Application:**

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

The Municipal Corporation of Greater Mumbai (MCGM) 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 Municipal Corporation of Greater Mumbai, (MCGM) under Mechanical/Electrical Category class 'A' as per new registration rules 2016 and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with MCGM will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty Bidding Process will comprise of THREE stages.

### **Eligibility Criteria:-**

#### **A) Technical Capacity:**

- a) The Bidder shall be manufacturer of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine/ Vehicle mounted sewer / storm water drain cleaning recycler machine or the authorized dealer of the above said manufacturer. If the bidder is authorized dealer of the manufacturer, he shall submit the letter of Authorization from the manufacturer as per the Proforma format given in tender document. The Bidder or manufacturer should have supplied Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer /storm water drain cleaning recycler machine on outright sale in last 07 years to any Municipal body / Govt. / Semi Govt. Authority in India. The bidder shall submit the satisfactory performance certificates of the same from the user.

#### **I) For Supply:**

The Bidder should have successfully completed the work of supply of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer / storm water drain cleaning recycler machine in MCGM /Semi Govt. / Govt. / Public Sector Organization in India during last seven (7) years ending last day of month



previous to the due date as a prime Contractor

1) Three similar completed works each of value not less than value equal to Rs. 2.84 Cr.

**OR**

2) Two similar completed works each of value not less than value equal to Rs. 3.55 Cr.

**OR**

3) One similar completed works each of value not less than value equal to Rs. 4.26 Cr.

The Bidder shall submit the certificate of satisfactory supply of said work from the user Department of MCGM / Semi Govt. / Govt. / Public sector organization, failing which their offer shall be treated as non-responsive and their Packet "C" shall not be opened. 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.

**AND**

## **II) Services of Operation and Maintenance**

The Bidder should have successfully completed the work of "Operation and Maintenance of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer / storm water drain cleaning recycler machine in MCGM /Semi Govt. / Govt. / Public Sector Organization during last seven (7) years ending last day of month previous to the due date as a prime contractorof

1) Three similar completed works each of value not less than value equal to Rs. 1.75 Cr.

**OR**

2) Two similar completed works each of value not less than value equal to Rs. 2.19 Cr.

**OR**

3) One similar completed works each of value not less than value equal to Rs. 3.49 Cr.

The Bidder shall submit the certificate of satisfactory execution of said work from the user Department of MCGM / Semi Govt. / Govt. / Public sector organization, failing which their offer shall be treated as non-responsive and their Packet 'C' shall not be opened.

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 tender.

- b) If demanded, the bidder shall arrange for demonstration of the vehicle as per tender specified capacity equipment's and IOT Cloud Platform for monitoring all Key performance indices in the presence of at least two Municipal Engineers at their own expenses, before opening of Packet "C" within 15 days of intimation by the Department. Failing to comply this, the offer shall be treated as non-responsive and the

corresponding Packet "C" will not be opened.

**B) Financial Capacity:**

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to or minimum Rs. 6.88 Cr for Bid for last 3 financial years. To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant. The turnover can be enhanced by 10% every year to bring the present level.

**C) Similar Experience:**

**For Supply**

Similar work shall mean the completed works of supply of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer / storm water drain cleaning recycler machine

**For O & M**

Similar work shall mean the completed or ongoing works of O&M of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer/ storm water drain cleaning machine like recycler machine.

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

**D) Bid Capacity: (DELETED)**

**E) Equipment Capabilities as required: (DELETED)**

**F) Technical Personnel: (DELETED)**

**F) Time Period of Project :**

**Supply:** Within 8 months from delivery of Chassis.

**Services of Operation:** Services of Operation- 36 Months or 3600 shifts whichever is later

**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** will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him.

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

**I)** **For Supply: -**

On award of contract, the tenderer will have to pay security/contract deposit equal to 2% of total supply contract sum for due fulfillment of contract by cash / pay order / demand draft / bank guarantee from approved bank of M.C.G.M. in the prescribed format on Rs.500/- legal stamp paper as per MCGM procedure. The contract deposit shall be valid up to expiry of defect liability period. If the contractor fails to execute the work in all respect the security/contract deposit will be forfeited. The security deposit will be refunded to the contractor after completion of defect liability period or final payment, whichever is later.

**For O&M Services: -**

The contractor shall submit separate security deposit of respective O&M year @ 2% of yearly contract cost of corresponding year of faithful completion of the contract. The security deposit can be paid in cash or in the form of Bank Guarantee from MCGM approved Bank in the prescribed format as per MCGM procedure. Security deposit will be refunded to the contractor after successful completion of work of that year and submission of security deposit of next year. The third year's security deposit will be returned back after successful completion of contract period and handover of the machines to MCGM in working condition.

**J) Action when whole of security deposit is forfeited:**

In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by instalments or in

the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Engineer on behalf of the Municipal Commissioner shall have power to adopt any of the following process, as he may deem best suited to the interest of MCGM –

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 MCGM.

- 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. To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done Departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- c) To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor. 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 MCGM 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 MCGM even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to Compensation for any loss

sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

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

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of MCGM/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 MCGM 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.

**6.3 Submission of Tenders:**

**PACKET – A**

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

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

- a) The tenderers shall pay the E.M.D. online. The acknowledgement slip/screen shot of online payment of E.M.D. shall be uploaded in packet 'A'.
- b) Valid Bank Solvency Certificate of Minimum Solvency amount of **Rs.8 lakhs** required six months prior to date of submission of e-tender, as governed by Registration Rules in force for respective Class of Contractor for Civil and M&E works.
- c) 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.

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

e) Certificate of GST Registration.

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

**NOTE:**

• If the tenderer (s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.

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

**PACKET-B**

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

MCGM's e-Tender Document duly filled & signed. This document shall be downloaded from the Portal & uploaded by filling the Schedule of technical particulars

- i) Tender form,
- ii) Appendix-I & Appendix-II
- iii) Various schedules such as
  - a) Schedule of Tenderer's information
  - b) Experience Details
  - c) Schedule of technical particulars

and round sealing & signing these pages only.

**A) Technical Capacity:**

- a) The Bidder shall be manufacturer of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine/ Vehicle mounted sewer / storm water drain cleaning recycler machine or the authorized dealer of the above said manufacturer. If the bidder is authorized dealer of the manufacturer, he shall submit the letter of Authorization from the manufacturer as per the Proforma format given in tender document. The Bidder or manufacturer

should have supplied Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer /storm water drain cleaning recycler machine on outright sale in last 07 years to any Municipal body / Govt. / Semi Govt. Authority in India. The bidder shall submit the satisfactory performance certificates of the same from the user.

The Bidder should have successfully completed.

**I) For Supply:**

The Bidder should have successfully completed the work of supply of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer / storm water drain cleaning recycler machine in MCGM /Semi Govt. / Govt. / Public Sector Organization in India during last seven (7) years ending last day of month previous to the due date as a prime Contractor

1) Three similar completed works each of value not less than value equal to Rs. 2.84 Cr.

**OR**

2) Two similar completed works each of value not less than value equal to Rs. 3.55 Cr.

**OR**

3) One similar completed works each of value not less than value equal to Rs. 5.68 Cr.

The Bidder shall submit the certificate of satisfactory supply of said work from the user Department of MCGM / Semi Govt. / Govt. / Public sector organization, failing which their offer shall be treated as non-responsive and their Packet "C" shall not be opened. 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.

**AND**

**II) Services of Operation and Maintenance**

The Bidder should have successfully completed the work of "Operation and Maintenance of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer / storm water drain cleaning recycler machine in MCGM /Semi Govt. / Govt. / Public Sector Organization during last seven (7) years ending last day of month previous to the due date as a prime contractorof

1) Three similar completed works each of value not less than value equal to Rs. 1.75 Cr.

**OR**

2) Two similar completed works each of value not less than value equal to Rs. 2.19 Cr.

**OR**

3) One similar completed works each of value not less than value equal to Rs. 3.49 Cr.

The Bidder shall submit the certificate of satisfactory execution of said work from the user Department of MCGM / Semi Govt. / Govt. / Public sector organization, failing which their offer shall be treated as non-responsive and their Packet "C" shall not be opened. 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 tender.

If demanded, the bidder shall arrange for demonstration of the vehicle as per tender specified capacity equipment's and IOT Cloud Platform for monitoring all Key performance indices in the presence of at least two Municipal Engineers at their own expenses, before opening of Packet "C" within 15 days of intimation by the Department. Failing to comply this, the offer shall be treated as non-responsive and the corresponding Packet "C" will not be opened.

4. Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to or minimum Rs. 6.88 Cr for Bid for last 3 financial years. To ascertain this, tenderer(s) shall furnish /upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant. The turnover can be enhanced by 10% every year to bring the present level.
5. The Annexure – C (DECLARATION CUM INDEMNITY BOND) on Rs. 500/- stamp paper as per format attached with tender.
6. The bidder shall submit valid registration certificate under E.S & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to MCGM as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.
7. The bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of



production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to MCGM as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.

8. MCGM registration Certificate, if the firm is registered with MCGM, if applicable.
9. The 'Annexure – A' (Irrevocable Undertaking) on Rs. 500/- stamp paper as per format attached with tender.
10. The bidder shall duly stamp, sign & upload Annexure- B (Pre-Contract Integrity Pact).
11. The bidder shall submit the letter of being the manufacturer in a given format.
12. The bidder shall submit the letter from chassis manufacturer/authorised dealer in a given format.
13. The bidder shall submit the letter of Authorization from the manufacturer of the Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) as per the Proforma given in tender document
14. The bidder shall submit the detailed layout drawing and manufacturer's catalogues of chassis with crash test certificate for the machine being offered to be mounted on vehicle chassis with weight distribution of the different components and load distribution of the machine during plying of the vehicle in Packet 'B'.
15. The bidder shall also submit the power calculations for various components of the machine to ascertain the adequateness of power at shaft available from the vehicle engine to run the various systems in Packet 'B'.
16. The bidder shall submit the manufacturer's catalogues of offered P.T.O. in Packet 'B'
17. The bidder shall submit the manufacturer's catalogues of offered Auxiliary Engine to drive suction system in Packet 'B'
19. The manufacturer's product catalogues with power calculations for Jetting System shall be submitted in Packet 'B'.
20. The manufacturer's product catalogues for hose shall be submitted in Packet 'B'
21. The make, model with detailed product catalogues of the offered vacuum pump shall be submitted in Packet 'B'.
22. The contractor shall submit the details of the offered suction boom and hose in Packet 'B'.

23. Bidder must submit Design overview, implementation and O&M plan of IoT based real time asset and condition monitoring with application software for device management, data collection, data processing & analytics, data visualization which shall be made available during demonstration. Details shall be submitted in Packet 'B'.
24. The Bidder/Manufacturer should submit a MoU with any agency who have executed at least one work of design, architect, migrate, and manage its workloads & application for Water/Sewer/Storm water utilities on public cloud like AWS or equivalent IOT Cloud platform in MCGM / Semi Govt. / Govt. / Public Sector Organization during last seven (7) years ending last day of month previous to the due date as a prime contractor. However Bidders/Manufacturers who have themselves executed above mentioned work shall submit experience certificate as mentioned above in packet B.
25. If demanded, the bidder shall arrange for demonstration of the vehicle as per tender specified capacity equipment's and IOT Cloud Platform for monitoring all Key performance indices in the presence of at least two Municipal Engineers at their own expenses, before opening of Packet "C" within 15 days of intimation by the Department. Failing to comply this, the offer shall be treated as non-responsive and the corresponding Packet "C" will not be opened. A letter undertaking for demonstration will be submitted by the bidder in Packet B.
26. The contractor shall submit an Undertaking on Rs.500/-stamp paper stating that they are paying their staff as per Minimum Wages Act-1948, revised by the GOM and adapted by MCGM from time to time.
27. "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 MCGM, State Govt., Central Govt. or any authority under State or Central Govt./Govt. Organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM and MCGM is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for MCGM by any authority of MCGM and the orders passed by the competent authority or by any Court where MCGM 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 MCGM works which can spoil the quality, output, delivery of any goods or any work execution and within the time frame.

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

### **PACKET – C**

The rates shall be filled in online tender. (There is no separate provision to quote rates in physical form, this is a part in Header Data of online Tendering). For Packet 'C' tenderer(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes the rates.

**Note: In case of rebate/premium of 12% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Dy.Ch.Eng.**

#### **BID SECURITY OR EMD:**

The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Header Data. The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centres in MCGM 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.

- a) The Bid security/ EMD of the successful tender will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.
- b) The Bid security/ EMD and ASD of L-2 and other higher bidders (L-3, L-4 etc.) shall be refunded immediately after opening of financial bid.
- c) In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/ EMD and ASD to the department within the stipulated time period i.e 15 days, the department will process further as per normal procedure.

6.4 **The Bid Security/EMD 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:
  - 1. Sign the Agreement; and/or
  - 2. Furnish the required Security Deposits.

6.5 The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.

6.6 No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

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

- a) Non-submission of following documents,
  - i) Valid Registration Certificate
  - ii) Valid Bank Solvency
  - iii) Sales Tax Registration Certificate (VAT)/ Goods and service Tax Registration Certificate
  - iv) Certified Copies of PAN documents and photographs of individuals, owners, etc
  - v) Partnership Deed and any other documents
  - vi) Undertakings as mentioned in the tender document.

6.7 **Non-curable Defect shall mean**

- a) In-adequate submission of EMD/ASD 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.

6.8 **BID VALIDITY:**

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

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The

request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

#### 6.9 **DEFECT LIABILITY PERIOD(DLP):**

The Contractor is expected to carry out the work in Workmen like manner so as to meet the requirement and specification for the project. It is expected that the Workmanship and materials will be reasonably fit for the purpose for which they are required.

Defects or defective work is where standard and quality of workmanship and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which fail short of complying with the express descriptions or requirements of the contract, especially any drawings or specifications with any implied terms and conditions as to its quality, workmanship, durability, aesthetic, performance or design. Defects in construction projects are attributable to various reasons.

Some of the defects are structural defects results in cracks or collapse of faulty defective plumbing/piping, inadequate or faulty drain system, inadequate or faulty ventilation, cooling or heating systems, inadequate fire systems etc, as may be applicable. The defects could be various on accounts of different reasons for variety of the projects. The Engineering In charge/Project Officer shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work, the Engineering In charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost within intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.

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

been discovered with reasonable diligence, whichever is earlier.

**The DLP shall be as below-**

<b>Deptt.</b>	<b>Type of works</b>	<b>DLP</b>
Storm Water Drains	Supply, Operation & Comprehensive Maintenance (03 Years) of Vehicle mounted High Capacity Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D. - 04 Nos.	1 year

Also, in case of defect, the Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect / Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the issue of 'Certificate of Completion', the 'Defect Liability Period' starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written

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

**SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:**

**6.10 A) Security Deposit**

The security deposit shall mean and comprise of

I) Contract Deposit and

II) Retention Money.

**I) Contract Deposit –**

**For Supply:-**

On award of contract, the tenderer will have to pay security/contract deposit equal to 2% of total supply contract sum for due fulfillment of contract by cash / pay order / demand draft / bank guarantee from approved bank of M.C.G.M. in the prescribed format on Rs.500/- legal stamp paper as per MCGM procedure. The contract deposit shall be valid up to expiry of defect liability period. If the contractor fails to execute the work in all respect the security/contract deposit will be forfeited. The security deposit will be refunded to the contractor after completion of defect liability period or final payment, whichever is later.

**For O&M Services:-**

The contractor shall submit separate security deposit of respective O&M year @ 2% of yearly contract cost of corresponding year of faithful completion of the contract. The security deposit can be paid in cash or in the form of Bank Guarantee from MCGM approved Bank in the prescribed format as per MCGM procedure. Security deposit will be refunded to the contractor after successful completion of work of that year and submission of security deposit of next year. The third year's security deposit will be returned back after successful completion of contract period and handover of the machines to MCGM in working condition.

**II) Retention Money– (DELETED)**

**B) Additional Security Deposit-(DELETED)**

**C) Performance Guarantee- (DELETED)**

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

**D) Refund of Security Deposit-**

**I. Refund of Contract Deposit :**

The contract deposit shall be valid up to expiry of defect liability period. If the contractor fails to execute the work in all respect the security/contract deposit will be forfeited. The security deposit will be refunded to the contractor after completion of defect liability period or final payment, whichever is later.

**II. Refund of Retention Money - (DELETED)**

### III. Refund of Additional Security Deposit - (DELETED)

### IV. Refund of Performance Guarantee - (DELETED)

**\*Note:**

- a) It shall be clearly mentioned that the BG shall be applicable for individual work/contract and clubbing of various contracts of the said contractor will not be allowed. In case of obtaining Bank Guarantee, it is necessary to mention that the same shall be valid further 6 months from the completion of defect liability period/ warranty period.
- b) It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period in the tender & in case of its expiry it will attract penalization. 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 uptoVirar&Kalyan. List of approved Banks is appended at the end of Instructions to Bidders (ITB). The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Regional Branch of the same bank within the Mumbai City Limit categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank itself in case of default by the Contractors furnishing the Bank Guarantee. The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

**E) Legal + Stationary Charges: (As per legal department circular no. 10318 dtd. 24.03.2022):**

Contract Cost	Charges in Rs.
Rs.10,001/- to 50,000/-	Nil
Rs.50,001/- to 1,00,000/-	6290/-
Rs.1,00,001/- to 3,00,000/-	10380/-
Rs.3,00,001/- to 5,00,000/-	12470/-
Rs.5,00,001/- to 10,00,000/-	14510/-
Rs.10,00,001/- to 20,00,000/-	16570/-
Rs. 20,00,000/- to 40,00,000/-	18660/-
Rs. 40,00,001/- to 1,00,00,000/-	20720/-



Rs. 1,00,00,001/- to 10,00,00,000/-	24450/-
Rs. 10,00,00,000/- to 20,00,00,000/-	28220/-
Rs. 20,00,00,000/- to 30,00,00,000/-	31980/-
Rs. 30,00,00,000/- to 40,00,00,000/-	35740/-
Rs. 40,00,00,000/- to 50,00,00,000/-	39470/-
Rs. 50,00,00,000/- to 1,00,00,00,000/-	47000/-
Rs. 1,00,00,00,000/- to 2,00,00,00,000/-	58270/-
Rs. 2,00,00,00,000/- to 3,00,00,00,000/-	65770/-

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

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

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

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

(a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five hundred rupees
(b)	Where it exceeds rupees ten lakhs	Five hundred rupees plus 0.1% of the amount above rupees ten lakh subject to maximum of rupees twenty five lakhs.
(C)	Bank Guarantee	As per article 54 read with 40(b) of stamp duty act, stamp duty of 0.5% will be applicable to the all bank guarantee submitted also which are required to be renewed after expiry of time period.

- i. The successful bidder shall enter into a contract agreement with M.C.G.M. within **30 days** from the date of issue of LOA and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- ii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the

concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.

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

### **IMPORTANT DIRECTIONS**

1. All the information uploaded shall be supported by the corroborative 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.

Applicants/Bidders shall refer [portal.mcgm.gov.in\ tenders](http://portal.mcgm.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 [aeomcity07.swd@mcgm.gov.in](mailto:aeomcity07.swd@mcgm.gov.in)

The subject shall clearly bear the following identification / title: **"Queries / Request for Additional Information Tender for Supply, Operation & Comprehensive Maintenance (03 Years) of Vehicle mounted High Capacity Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D. - 04 Nos.**

Any changes in mail ID will be intimated on the portal

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

2. In case of equal rates of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by Ch. Eng.(SWD). The bidder shall need to submit the additional ASD if applicable within 7 days after receipt of notification issued by Chief Engineer (SWD). Also, the Performance Guarantee if applicable shall be paid in 15 days after receipt of Letter of Acceptance.

# **SECTION 7**

## **SCOPE OF WORK**

**A** Supply of 04 Nos. of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D. The vehicle shall be having saddle type tank arrangement as per tender specifications and higher Vacuum pump directly coupled by Wrap flex close coupled Elastomeric coupling to Auxiliary Engine, Jetting pump & IOT Cloud Platform for monitoring all Key performance Indices specified in the tender required with data analytics and dashboard.

**B** Operation & Comprehensive Maintenance of 04 Nos. of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D.

# **SECTION 8**

# **BILL OF QUANTITIES**

**PACKET 'C'**

- **Sub:-**Supply, Operation & Comprehensive Maintenance of 03 Nos. of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D.

<b>Sr. No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Rate (Rs.)</b>	<b>Total Amount (Rs.)</b>
1.	Design, fabrication, installation, testing, supply & commissioning of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) on suitable 28 Ton GVW vehicle chassis as per tender specifications inclusive of all taxes, duties etc.	04 Nos	xxxx	xxxx
2.	Operation & maintenance of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) for 1'st year as per specifications. = 4 m/c. x 300 shifts (of 8 hrs. each for 12 months) = 1200 Shifts	1200 Shifts	xxxx	xxxx
3.	Operation & maintenance of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) for 2'nd year as per specifications. = 4 m/c. x 300 shifts (of 8 hrs. each for 12 months) = 1200 Shifts	1200 Shifts	xxxx	xxxx
4.	Operation & maintenance of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) for 3'rd year as per specifications. = 4 m/c. x 300 shifts (of 8 hrs. each for 12 months) = 1200 Shifts	1200 Shifts	xxxx	xxxx

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

**Tenderer's signature & office stamp  
Trading under the name & style of**

## **SECTION 9**

# **GENERAL CONTRACT CONDITIONS**

(To the extent applicable)

## 1. Definitions

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

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

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

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

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

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

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

**Note :** The contract sum shall include the following -

- In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the Contractor's percentage.
- In the case of item rate contracts, the cost of the work arrived at after finalization of the quantities shown in schedule of items / quantities by the item rates quoted by the tenderers for various items and summation of the extended cost of each item.
- In case of lump sum contract, the sum for which tender is accepted.
- Special discount / rebate / trade discount offered by the tenderer if any and accepted by the Corporation.
- Additions or deletions that are accepted after opening of the tenders.



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

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

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

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

**The Authority** shall mean Municipal Corporation of Greater Mumbai (MCGM)

**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 MCGM

**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 MCGM.

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

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

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

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

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

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

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

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

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

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

**The Start Date/Commencement Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

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

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

**Variation** means a change to the:-

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

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

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

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

## **2. Interpretation**

- 2.1.** In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.
- 2.2.** If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3.** The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work, (4) Contractor's Bid, (5) Contract Data, (6) Special Conditions of Contract Part (7) General Conditions of Contract Part I, (8) Specifications, (9) Drawings, (10) Bill of Quantities, and (11) Any other document listed in the Contract Data.

## **3. Engineer's Decisions**

- 3.1.** Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before communicating his decision to the Contractor.
- 3.2.** Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

#### **4. Delegation**

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

#### **5. Communications**

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

#### **6. Subcontracting**

**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 MCGM 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 MCGM /State Government and has either not completed two years after the date of retirement or has not obtained MCGM/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 interrelationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
- The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

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

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

## **17. Approval by the Engineer:-**

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

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



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

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

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

**18. Safety:-**

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

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

**18.2. Safety Programs:-**

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

**18.3. First Aid Facilities: -**

- 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 Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

## **20. Possession of the Site**

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

## **21. Access to the Site**

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

## **22. Instructions**

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

**22.2.** The Contractor shall permit the appointed and/or authorized persons to inspect the Site and/or accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed, if so required. The Contractor's attention is invited to Clause of 'Fraud and Corruption', which provides, inter alia, that acts intended to materially impede the

exercise of the inspection and audit rights provided for under the Clause & constitute a obstructive practice subject to contract termination

### **22.3. Engineer to have power to issue further drawings or instructions:**

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

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

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

## **B. Time Control**

### **23. Programme**

**23.1.** Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme, including Environment Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works. After the completion of the construction works, the programme for the Routine Maintenance Work, showing the general methods, arrangements, order and timing for all the activities involved in the Routine Maintenance will also be submitted by the Contractor to the

Engineer for approval if specified in the tender. The programme for Routine Maintenance will be submitted in each year for the period of Maintenance.

- 23.2.** The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.
- 23.3.** An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 23.4.** The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 23.5.** The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

**24. Extension Of Time In Contracts :**

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

**a) Extension attributable to MCGM**

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

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

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

**b) Extension Of Time For Delay Due To Contractor :**

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) / the programme for completion of work as specified in the contract.

If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in above as (a.i) and (a.ii), the MCGM may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Engineer may decide. On such extension the MCGM 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 Contractor to delay the start or progress of any activity within the Works. Delay/delays totaling more than 30 days will require prior written approval of the DMC/AMC.

**26. Management Meetings**

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

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

**C. Quality Control**

**27.**

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

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

**27.2. Notice To Be Given Before Work Is Covered Up**

The contractor shall give less than ten days' notice in writing to the Eng-In-Charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof taken before the same is so covered up or placed beyond the reach of measurements and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Eng-In-Charge or his subordinate in-charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered

at the contractors expenses, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

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

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

**27.4. Ready Mix Concrete/ Asphalt Mix**

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

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

- iii) The Engineer-in-charge reserves the right to exercise control over the:-
  - a) Calibration check of the RMC/Asphalt plant.
  - b) Weight and quantity check on the ingredients, water and admixtures added for batch mixing for RMC plants
  - c) Time of mixing of concrete/grade of asphalt.
  - d) Testing of fresh concrete/asphalt mix, recording of results and declaring the mix fit or unfit for use. This will include continuous control on the work ability during production and taking corrective action, if required.
  - e) For exercising such control, the Engineer-in-charge shall periodically depute his authorized representative at the RMC/Asphalt plant. It shall be responsibility of the contractor to ensure that all necessary equipment, manpower & facilities are

made available to Engineer-in-charge and or his authorized representative at RMC/Asphalt plant.

- f) All required relevant records of RMC/Asphalt mix shall be made available to the Engineer-in-charge or his authorized representative. Engineer-in-charge shall, as required, specify guidelines & additional procedures for quality control & other parameters in respect of material production & transportation of concrete mix which shall be binding on the contractor & the RMC/Asphalt plant. Only concrete as approved in design mix by Engineer-in-charge shall be produced in RMC plant and transported to the site.
- g) The contractor shall have to produce a copy of chalan receipts/SCADA reports/VTS reports as issued by the RMC/Asphalt plant as a documentary proof in lieu of supply of RMC/Asphalt mix before releasing payment.

## **28. Identifying Defects**

- 28.1.** The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.
- 28.2.** The Contractor shall permit the Employer's technical person(s) to check the Contractor's work and notify the Engineer and Contractor if any defects that are found.

## **29. Tests**

- 29.1.** For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum of equipments as specified in the Contract Data. The contractor shall be solely responsible for:
  - a. Carrying out the mandatory tests prescribed in the Specifications, and
  - b. For the correctness of the test results, whether performed in his laboratory or elsewhere.
- 29.2.** If the Engineer instructs the Contractor to carry out a test not specified in the Specification/ Quality Assurance Handbook to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.

When required by the Engineer-in-charge the contractor(s) shall supply for the purpose of testing samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be in



suitable packages to contain them and shall be provided free of charge by the contractor. The cost of testing shall be borne by the contractor even if the result of the sample confirm or do not confirm to the relevant BIS code specifications.

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

### **29.3. Setting of Site Laboratories:**

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

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

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

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

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

- a) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after five years. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.
- c) The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

**31. Uncorrected Defects and Deficiencies**

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

**D. Cost Control**

**32. Variations**

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

**33. Payments for Variations**

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

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

**34. Cash Flow Forecasts**

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

### **35. Payment Certificates**

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

- a) A bill shall be submitted by the Contractor monthly or before the date fixed by the Engineer In-charge for all works executed in the previous month, and the Engineer In-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer In-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and Engineer In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.
- b) The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.
- c) The value of work executed shall be determined, based on measurements by the Engineer.
- d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- e) The value of work executed shall also include the valuation of Variations and Compensation Events.
- f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- g) The contractor shall submit all bills on the printed forms at the office of Engineer In-charge. The charges to be made in the bills shall always be entered at the rates specified in tender.

### **36. Payments**

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

**36.2.** All sums payable by a contractor by way of compensation under any of these conditions, shall be considered as a reasonable compensation to be applied to the use

of MCGM without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

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

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

**38. Tax**

**As per circular no. Ch.ACC/Project/25 dtd. 12.07.2022.**

G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.

Wherever the Services to be provided by the tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.

Rates accepted by MCGM shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any

other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per price Variation and if there is subsequent change (after submission of bid) in rate of GST applicable on the works/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to the BMC as per the provision of the GST act.

**39. Currencies**

All payments will be made in Indian Rupees.

**40. Liquidated Damages**

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

The Employer and the contractor have agreed that this is a reasonable agreed amount of liquidated damage. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

**41. Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start

Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

**E. Finishing the Contract**

**42. Completion of Construction and Maintenance**

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

**43. Taking Over**

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

#### **44. Final Account**

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

If the contractor fails to submit the final bill within 1 month, the MCGM staff will prepare the final bill based on the joint measurement within next 3 months.

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

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

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

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

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

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

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

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

#### **45. Operating and Maintenance Manuals**

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

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

#### **46. Termination**

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

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

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.
- f) the Contractor fails to provide insurance cover as required under relevant clause .

- g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the Contract.
- h) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- i) any other fundamental breaches as specified in the Contract Data.
- j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

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

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

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

#### **47. Payment upon Termination**

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

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

#### **48. Property**

**48.1.** All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is



completed after which it will be transferred to the Contractor and credit, if any, given for its use.

**49. Release from Performance**

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

**A) Other Conditions of Contract**

**51. Labour**

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

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

**52. Compliance with Labour Regulations**

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

Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

**53. ~~Drawings and Photographs of the Works~~**

~~53.1. The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work as required by Engineer In-charge and lastly after the completion of the work. No separate payment will be made to the Contractor for this.~~

~~53.2. The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under above clause, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.~~

**54. The Apprentices Act, 1961**

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

**55. Contract Document**

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

1. Contract Agreement (if completed)
2. The letter of Acceptance
3. The Bid:
4. Addendum to Bid; if any
5. Tender Document
6. The Bill of Quantities:

7. The Specification:
8. Detailed Engineering Drawings
9. Standard General Conditions of Contracts (GCC)
10. All correspondence documents between bidder/contractor and MCGM.

**56. 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.

**57. 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.

**58. 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.

**59. 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.

**60. 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.

**61. 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.

**62. 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**

### **63. 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.

### **64. 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.

### **65. 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.

### **66. 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.

**67. 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.

**68. Clarification Of Financial Bids**

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

**69. Inspection of site and sufficiency of tender:**

1. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the hydrological and climatic conditions.
2. The Employer may make available to the Contractor data on hydrological and sub-surface conditions as obtained by or on his behalf from investigations relevant to the works but the Contractor shall be responsible for his own interpretation thereof. The contractor shall engage his investigating agency with prior approval of the Engineer from the approved list of such agencies by MCGM or Govt at his cost initially before commencing actual work and which shall be reimbursed immediately subject to satisfaction of the Engineer for faithful compliance and submission of required data regarding such investigation within specified time.

3. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding.
4. **Not Foreseeable Physical Obstructions or Conditions:** If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:
- any extension of time to which the Contractor is entitled and
  - The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price, and shall notify the Contractor accordingly.
  - Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer. However such costing shall be got approved by the competent authority as governed vide rules prevailing with authority.
5. **Office for the Engineer (Works costing upto Rs.50 Lakhs)**

The Contractor shall at his own cost and to satisfaction of the Engineer provide a small temporary office, at the work-site which will include tables, chairs and lockers for keeping the records. He shall also make necessary arrangements for drinking water, telephone with a pre-requisite of e-governance and electronic communication. These offices are not to be allowed on public roads without the written instruction of the Engineer. These offices should be preferably located within 50 to 500 m of the worksite. In case the office is more than 500m away from the worksite, the contractor is to provide conveyance for Municipal Staff.



6. **Office for the Engineer (Works costing above Rs.50 lakhs)**

The Contractor shall at his own cost and to satisfaction of the Engineer provide a temporary office at the work-site which will include tables, chairs and lockers for keeping the records. He shall also make necessary arrangements for drinking water, latrines, with doors, windows, locks, bolts and fastenings sufficient for security for the Engineer, and his subordinates, as close to the works from time to time in progress as can be conveniently arranged, and shall at his own cost furnish the office with such chairs, tables, lockers, locks and fastenings as may be required by the Engineer, and no expense of any kind in connection with the erection or upkeep of the offices or fittings shall be borne by the Corporation, but all such work shall be carried out by the Contractor and the expenses thereof defrayed by him. The Contractor shall also make water connections and fit up stand pipe with a bib tap at each office. The latrines and the water connections shall be subject to all the conditions herein elsewhere laid down for temporary water connection and latrines generally with all requisite equipments for e-governance and electronic and digital communication. These offices are not to be allowed on public roads without the written instruction of the Engineer. These offices should be preferably located within 50 to 500 m of the worksite. In case the office is more than 500m away from the worksite, the contractor is to provide conveyance. Also, for staff working beyond working hours the contractor has to provide conveyance.

7. **Permission for provision and removal of office on completion of work:**

The tenderer shall obtain permission for provision of site office, cement go-down, store, etc. on payment of necessary cost implication. The cement go-down, Watchman cabins, etc. shall be provided as directed and shall be removed by the Tenderers on completion of the work at their cost. It is binding on the Tenderer to fulfill requirements of Environmental Authorities. The location of such office shall be finalized and got approved from the Engineer before erection/commencement work.

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

**70. Official Secrecy:**

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

**71. Subsequent Legislation:**

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

**72. Patent, Right and Royalties:**

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

**73. Payments, Tax and Claims:**

- **The limit for unforeseen claims**

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

- **No interest for delayed payments due to disputes, etc:**

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

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

**74. Settlement of Disputes:**

- **Termination of contract for death**

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

In the event of such cancellation the Commissioner shall not hold estate of the deceased

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

- **Settlement of Disputes:**

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

constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

**75. Arbitration and Jurisdiction:**

**As per circular no. Dy.Ch./CPD/2025 dtd. 01.09.2021, MCGM has formed an internal Grievance Redressal Mechanism for redressal of bidder's grievances. Please refer to the circular annexed at the end.**

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

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

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

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

**76. Copyright:**

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

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

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

**78. 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.

#### **79. 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.

#### **80. Price Variation Clause**

~~The Contractor shall be reimbursed or shall refund to the Corporation as the case may be the variation in the value of the work carried out from time to time, depending on whether the prices of material and labour as a whole rise or fall, and the method adopted for such computations shall be as given below, it being clearly understood that the contractor shall~~

~~have no claim for being reimbursed on the ground that the price of a particular material or group of materials have risen beyond the limits of the presumptions made in the following~~

~~paras, however, no price variations shall be made applicable for contracts up to 12 months:~~

~~A) Controlled materials: Price variations shall be permitted in respect of these materials the price level of which is controlled by the Government or its agency. The rate ruling on the date of submission of the tender shall be considered as the basic price of such material for adjustment. Any variation in this rate shall be considered for reimbursement to the contractor or refund to be claimed from the contractor as the case may be. The contractor shall, for the purpose of adjustment submit in original the relevant documents from the suppliers.~~

~~B) Labour and other materials: For the purpose of this contract and for allowing reimbursement or refund on account of variation of prices of (i) labour, and (ii) materials other than materials mentioned in A above, computation will be based on the formula enunciated below which is based on the presumptions that :-~~

~~i) The general price level of labour, rises or falls in proportion to the rise or fall of consumer price index number 9 (general) for working class in Mumbai.~~

~~ii) The general price level of materials rises or falls in proportion to rise or fall of whole-sale price index as published by 'Economic Adviser to Govt. of India'.~~

~~iii) And that the component of labour is to the extent of 30 percent of 88 percent and the component of materials is to the extent of 70 percent of 88 percent of the value of~~

~~the work carried out. The remaining 12 percent being the presumptive profit of the contractor.~~

~~a) Formula for Labour component:~~

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

~~b) Formula for Material component :~~

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

~~Where—~~

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

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

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

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

~~W = Average wholesale price index as published by Economic Adviser to Govt. of India applicable to the period under reference.~~

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

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

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

~~i) The quantity of the Controlled material adopted in working out the value of 'C' shall be inclusive of permitted wastages as / if mentioned in specifications.~~

~~ii) The basic rate for the supply of controlled material shall be inclusive of all the components of cost of materials excluding transport charges incurred for bringing the material from place of delivery to the site.~~

~~Computations based on the above formula will be made for the period of each bill separately and reimbursement will be made to (when the result is plus) and refund will claimed from (when the result is minus) the contractor's next bill. The above formulae will be replaced by the formulae in Annexure I as and when mentioned in special conditions of contract~~

~~The operative period of the contract for application of price variation shall mean the period commencing from the date of commencement of work mentioned in the work order and ending on the date when time allowed for the work order and ending on the date when time allowed for the work specified in the contract for work expires, taking into consideration, the extension of time, if any, for completion of the work granted by Engineer under the relevant clause of the conditions of contract in cases other than those where such extension is necessitated on account of default of the contractor.~~

~~The decision of the Engineer as regards the operative period of the contract shall be final and binding on the contractors.~~

~~iii) Where there is no supply of controlled items to contractor the component 'C' shall be taken as zero.~~

~~C) Adjustment after completion: If the Contractor fails to complete the works within the time for completion adjustment of prices thereafter until the date of completion of the works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices whichever is more favourable to the employer, provided that if an extension of time is granted, the above provision shall apply only to adjustments made after the expiry of such extension of time.~~

~~D) Price variation will be calculated similarly and separately for extra items and / or excess quantities and provisional sums calculated under Sub Clause 10 (b) A (i)&(ii) and Sub Clause 10 (b) B(ii) based on the above formula/formulae in Annexure I as and when mentioned in Special conditions of contract; IO and WO being the indices applicable to the date on which the rates under Sub Clause 10 (a) A (i)&(ii) and Sub Clause 10 (a) B(iii) are fixed. No price variation shall be admissible for FAIR items created during execution.~~

**81. Maximum Price Variation shall be as follows:**

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



**Note:**

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

**For example:**

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

Price Variation during Extended Period of Contract:

**(i) — Extension Due To Modification & Extension for delay due to MCGM :**

The price variation for the period of extension granted shall be limited to the amount payable as per the Indices. In case the indices increases or decreases, above/below the indices applicable, to the last month of the original or extended period vide clause 8 (I) (a) (i) and (ii) of standard GCC

**(ii) — Extension Of Time For Delay Due To Contractor :**

(a) —The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increase, above the indices applicable, to the last month of the original completion period or the extended period vide above clause 8(I)(a)(i) and (ii) of standard GCC.

(b) —The price variation shall be limited to the amount payable as per the indices, in case the indices decrease or fall below the indices applicable, to the last month of original / extended period of completion period vide above clause 8(I)(b) of standard GCC, then lower indices shall be adopted.

**(iii) — Extension of Time For Delay due to reasons not attributable to MCGM and Contractor (Reference Cl.8(d) of Standard GCC):**

The price variation for the period of extension granted shall be limited to the amount payable as per the Indices in case the indices increases or decreases, above/below the indices applicable, to the last month of the original period.

**82. Payment:**

**Interim Payment:**

- i) Interim bills shall be submitted by the Contractor from time to time (but at an interval of not less than one month) for the works executed. The Engineer shall arrange to have the bills verified by taking or causing to be taken, where necessary, the requisite measurement of work.
- ii) Payment on account for amount admissible shall be made on the Engineer certifying the sum to which the Contractor is considered entitled by way of interim payment for all the work executed, after deducting there from the amount already paid, the security deposit / retention money and such other amounts as may be deductible or recoverable in terms of the contract.
- iii) On request, the contractor will be paid upto 75 percent of the value of the work carried out as an adhoc payment in the first week of next month after deducting there from recoveries on account of advances, interest, retention money, income tax etc. The balance payment due will be paid thereafter.
- iv) No interim payment will be admitted until such time the Contractor have fully complied with the requirement of the Condition no.8 (g) and 8 (h) concerning submission and approval of Network Schedule for the works, as detailed in Condition 8 (h). A fixed sum shall be held in abeyance at the time of next interim payment for non-attainment of each milestone in the network and shall be released only on attainment of the said milestone.
- v) An interim certificate given relating to work done or material delivered may be modified or corrected by a subsequent interim certificate or by the final certificate. No certificate of the Engineer supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract.

**83. Banning/De-Registration of Agencies of Construction works in MCGM**

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

~~**84. 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 deemed as EMD submitted by JV firm.~~
- g) ~~One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.~~
- h) ~~A copy of Letter of Intent or Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligation shall be furnished in the agreement.~~
- i) ~~Once the tender is submitted, the agreement shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this agreement shall be extended till the currency of the contract expires.~~

- j) ~~Approval for change of constitution of JV firm shall be at the sole discretion of the 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 tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint venture agreement shall have, inter alia, following clauses:-~~
- i. ~~Joint and several liability — The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (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:~~

~~1. 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.~~

~~2. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:~~

~~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.~~

~~3. In case one or more members is/are limited companies, the following documents shall be submitted:~~

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

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

~~e. 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.~~

#### **85. 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.

#### **86. 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 MCGM or any organization engaged by the MCGM for Quality Assurance and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

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

**87. Contractors remain liable to pay compensation:**

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

In the event of the Executive Engineer taking action against these relevant clauses, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof



paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Executive Engineer, may after giving notice in writing to the Contractor or his staff of the work or other authorized agent require him to remove such tools and plants, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractors expense or sell them by auction or private sell on account of the Contractor at his risk in all respects and certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds an expense of any such sell be final and conclusive against the Contractor.

**88. No Claim To Any Payment Or Compensation Or Alteration In Or Restriction Of Work**

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

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

- (b) Where the total suspension of Work Order as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineering to record the final measurement of the work already done and to pay final bill. Upon giving such Notice, the Contractor shall be deem to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the

receipt of such Notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

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

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

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

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

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

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

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

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

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

**93. 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.

**94. Safety and medical help :**

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

- (ii) The contractor shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall maintain the same in condition suitable for immediate use at any time.
  - (iii) The workers shall be required to use the safety equipment so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipment by those concerned.
  - (iv) When the work is carried on in proximity to any place where there is risk or drawing all necessary equipment shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.
- 95.** 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.
- 96. **Anti-malaria and other health measures:**** Anti-Malaria and other health measures shall be taken as directed by the Executive Health Officer of MCGM. Contractor shall see that mosquito genic conditions are created so as to keep vector population to minimum level. Contractor shall carry out anti-malaria measures in the area as per the guidelines issued by the Executive Health Officer of MCGM from time to time. In case of default, in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay MCGM on anti-malaria measures to control the situation in addition to fine.

# **SECTION 10**

# **GENERAL AND TECHNICAL SPECIFICATIONS**

## 10.0 GENERAL AND TECHNICAL SPECIFICATIONS

**Sub:** - Supply, Operation & Comprehensive Maintenance (03 Years) of Vehicle mounted High Capacity Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D. - 04 Nos.

### 1.0 Preamble:-

The underground storm water drain network in Greater Mumbai carry water, sewage, silt, solid matters, debris and other material both wet and dry type which are required to be de-silted / cleaned periodically. Municipal Corporation of Greater Mumbai (MCGM) carries out de-silting /cleaning of these underground storm water drains by vehicle mounted vacuum operated suction Machine which sucks the above material through the manholes / water entrances / pipe drains etc. The Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) are mounted on vehicular chassis. It shall be used to flush the Storm Water Drains and de-silt the manholes/chambers on the Storm Water Drains. The heavily silted storm water drains shall be cleaned with the help of high pressure water jets produced by the jetting system and the silt accumulated in the manholes including plastic bags, polythene bags, wood, stones, etc. up shall be sucked by the suction system. For this purpose, MCGM intends to procure 03 Nos. of of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker)for the section of Dy. Chief Eng.(O&M)S.W.D. The vehicle shall be having saddle type tank arrangement as per tender specifications and higher Vacuum pump directly coupled by Wrap flex close coupled Elastomeric coupling to Auxiliary Engine, Jetting pump & IOT Cloud Platform for monitoring all Key performance Indices specified in the tender required with data analytics & dashboard.

### 2.0 Scope of Work-

- a. Design, fabrication, testing, supply & commissioning of 4 nos. of vehicle mounted high capacity P.T.O. driven Suction Cum Jetting Machines with minimum 9000 litres sludge + 5,000 Litres fresh water tank capacity for de-silting/ cleaning of storm water drains for establishing the free flow in the drains.
- b. The high capacity Suction Cum Jetting machines shall be mounted on suitable vehicle chassis having a minimum GVW 28 MT. The vehicle chassis shall be procured by the contractor, from the manufacturer / their authorized dealer on which they have to install the Vehicle mounted High Flow Jetting Cum Suction

machine (Super Sucker) and their accessories complete in all respects as per tender specifications.

- c. The tenderer shall recommend suitable vehicle chassis for these machines from the makes specified below.
- d. Supply of all necessary tools and tackles necessary for operation and maintenance of these machines.
- e. The scope of the work also includes operation & maintenance of these machines for 3 years (36 months) period after delivery, as per specifications

### **3.0 Technical Details:-**

#### **3.1 Vehicle Mounted Unit:-**

The Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) shall comprise of-

- 1) Vehicle Chassis compliant with EURO-VI/BS-VI/ Applicable at the time of delivery schedule as per specifications.
- 2) P.T.O. to drive various systems through vehicle engine, like Hydraulic System, Jetting system, etc. mounted on the same vehicle as per specifications. Suction System should be Driven by Auxiliary Engine Mounted Vehicle Chassis.
- 3) Sludge Tank (9000 litres Capacity minimum) and fresh Water tank (5000 litres capacity minimum) as per specifications.
- 4) Jetting system as per specifications.
- 5) Suction system as per specifications.
- 6) Hydraulic System as per specifications.
- 7) Control Panel as per specifications.
- 8) Components as per specifications.

#### **3.2 Vehicle chassis:-**

The vehicle chassis shall be diesel fuelled, six wheeled, having PTO, Ashok Leyland / Bharat Benz/ TATA/ Mahindra make with Cabin & with minimum GVW 28 MT (Approximately). It will be the responsibility of tenderers / contractor to select and recommend suitable chassis model in their tender. The vehicle chassis on which the Vehicle Mounted Suction cum Jetting Machines is to be mounted shall be right hand driven, full forward control vehicle chassis of reputed make. The tenderer shall submit the detailed layout drawing of the machine being offered to be mounted on vehicle chassis with weight distribution of the different components and load distribution of the machine

during plying of the vehicle. The tenderer shall also submit the power calculations for various components of the machine to ascertain the adequateness of power at shaft available from the vehicle engine to run the various systems individually.

The fully built Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) shall comply to following dimensions-

- a. G.V.W.: Approx. 28T
- b. Wheel Base: Approx. 5000 - 5400mm
- c. Overall Length: Max. 11000 mm
- d. overall width: Approx. 2500mm
- e. Maximum overall Height: Max. 3.8 Meters

### **3.3 Engine:-**

The engine of the vehicle shall be diesel engine developing the power of minimum 200 HP to run the Unit. The diesel engine shall be water cooled with direct injection four strokes inline cylinders. The vehicle chassis shall have standard necessary accessories like clutch, gear box, power steering, Anti-lock Braking System, suitable chassis frame, fuel tank, fuel filter for feed pump suction line, instrument panel with RPM indicator, ammeter, starter button, oil pressure gauge and water temperature gauge. The radiator shall be industrial type Air blast, heavy duty type air cleaners. The diesel engine shall have all standard protections which are required in the satisfactory operation and performance of the machine.

### **3.4 Others:-**

**Emission Standard, RTO norms:** It is the responsibility of the contractor to get the Vehicle Mounted Suction cum Jetting Machines registered with R.T.O. Mumbai in favor of M.C.G.M. The chassis shall confirm to R.T.O.'s emission norms (EURO-VI/BS-VI Compliant) or as applicable at the time of registration of vehicle with R.T.O. Mumbai.

**Accessories:** The tenderer shall enclose the list of standard accessories to be provided with the vehicle chassis with the offer. The cost of chassis along with these accessories shall be included in the cost of the Vehicle Mounted Suction cum Jetting Machines & no separate payment for the same is admissible.

**Driver Cum Attendant's Cabin:** The driver cum attendant's cabin of the vehicle shall be factory made tiltable type. The driver's cabin of the vehicle shall be suitable to accommodate one driver and four persons. The dashboard of the cabin shall be provided with standard accessories like speedometer, gauges for temperature, oil pressure, and fuel reserves.

**Service Centre Facility:** The Chassis Manufacturer shall have after Sales Service facility



within the vicinity of MCGM. The Tenderer shall submit the name, address & contact details of the service center in Chassis Manufacturer's authorization letter.

### **3.5 Power Take-off Unit (P.T.O.):-**

The engine of chassis shall be used for operating all related equipments on chassis such as high pressure jetting pump etc. through split shaft P.T.O.& side/rear PTO of vehicle chassis. The split shaft power take off unit shall be having two outputs. The tenderer shall submit the calculations showing total power distributions that the power developed by vehicle engine and available at each output shaft of P.T.O. is sufficient to run all the different systems provided on the machine simultaneously or independently as required for the operation of the unit as a whole. The bidder shall submit the manufacturer's catalogues of offered P.T.O. in Packet 'B'.

### **3.6 Tank:-**

The tank shall be fabricated from Stainless Steel grade 304. The single tank shall have two compartments viz., 9000 Ltrs. capacity for sludge & 5000 Ltrs. capacity for fresh water with dump door at rear end of sludge compartment & a manhole with lid at top of the water compartment.

The tank shall be mounted horizontally on the sub-frame of vehicle chassis without tampering the chassis strictly following R.T.O. norms. The tank shall be provided with suitable reinforcements to prevent tank from collapse & elongation in vacuum and pressure conditions.

The rear tipping arrangement shall be provided for emptying the tank using the hydraulic tipping cylinder mounted in the middle of bottom of sludge tank & tipping angles shall not be less than 30°. The proper hinge arrangement shall be provided for tipping the tank.

A climbing staircase shall be provided near the manhole of water compartment. Silt hopper of proper design shall be provided below the rear dump door to guide the silt flow & keep the rear end of the machine clean while emptying the tank. A platform shall be provided at rear end which will be used for maintenance of Hydraulic Door Locks by the operating staff. Suitable Level Indicators shall be provided on the water & sludge compartments to enable operator to monitor the sludge/water level inside the tank.

The Doubling Reinforcement Plate shall be provided on the sludge tank parallel to the tank surface for mounting the hydraulic cylinders for dump door opening. The rear door opening angle shall not be less than 45°. The rear door shall be provided with proper sealing & locking arrangement. The rear cover (rear door) of the tank shall be fabricated out of 5 mm thick steel plates. The rear door shall be provided with sight glasses for observing levels.

The door shall be provided with 2 nos. of 100 mm dia. Lever operated Suction cum drain

valve (Ball Valves) one at the bottom most position & another at about Centre of the door. A float valve shall be provided inside the tank. For the protection of the tank/vacuum pump, vacuum relief valve& pressure relief valve shall be provided at proper places in the suction system.The moisture trap & safety filter shall be provided suitably in the suction system. The tank shall be tested for 0.9 bar vacuum and 1 bar pressure. The manufacturer shall submit a necessary test certificate. The tank exterior shall be spray painted with a coat of superior quality anti-corrosive primer and two coats of enamel paint of reputed make. The tank interior shall be coated with two coats of anti-corrosive epoxy paint.

### **3.7 Auxiliary Engine for High Capacity Suction System Vacuum pump:-**

The high capacity suction system shall comprise of high capacity vacuum blower (vacuum pump) to create vacuum. The suction system shall be provided with vacuum pump of reputed make like Jurop, Hibbon, Robuschi. The pump shall be capable of delivering minimum 4000m<sup>3</sup>/hr free Air Delivery in Suction mode. The Suction hose Inlet shall be provided on the topmost side of the sludge tank so that total sludge tank volume shall be used to store sludge / silt. The Vacuum Blower shall be driven by Auxiliary Engine of Specified make coupled directly by Wrapflex close coupled Elastomeric coupling to it and complete assembly should be mounted on Vehicle Chassis. The power calculations of Auxiliary Engine to drive suction system shall be submitted along with Packet "B".

The vacuum pump shall be provided with automatic oil lubrication & In-jet automatic cooling system/forced/injection air cooling systems. The pressure rating shall be min. 1 bar ABS The exhaust of the vacuum pump shall be provided with filter cum silencer. The vacuum pump shall be provided with Oil Level indicator which shall be clearly & easily visible to the machine operator.

### **3.8 Jetting System:-**

The jetting system shall comprise of high-pressure piston pump to generate high pressure water jets with parameters of minimum 260 LPM @150 bar. High pressure jetting pump of imported make like Pratisoli, Myers or equivalent. The High-Pressure pump shall be driven through PTO. The power calculations of High pressure jetting pump shall be submitted along with Packet "B".

For the protection of high-pressure pump, relief valve & Y or T type strainer shall be suitably provided in the Jetting Pump. The information about the offered high pressure pump like make, model, detailed product catalogue and timely supply/ service/ spare parts support commitment letter from manufacturer is to be submitted separately in Packet "B". The jetting pump shall be provided with automatic lubrication systems.

**3.9 Suction Hoses:** Each machine shall be supplied with four sets of heavy duty PVC grey Suction hoses with quick type couplings (Length of each hose - 3 mtrs.). One suction steel pipe of 100 mm dia. and 1 mtrs. long with quick coupling at one end shall be supplied with each machine.

**3.8 Jetting Hose & Hose Reel:-**

The high-pressure jetting hose pipe shall be capable of cleaning storm water lines. The hose shall be made out of special water and grease resistant flexible thermoplastic co-polymer or flexible rubber material. The Jetting Hose shall be 32 mm dia. 120 mtrs. long lightweight, high pressure thermoplastic hose of imported make like Parkar, U.S.A. or equivalent. The hose shall be light in weight. The working pressure of the hose shall be min. 200 bar. The hose reel shall be fabricated out of alloy steel and shall have the capacity to stack 150 mt. of min. 32 mm I.D. high pressure jetting hose as per specifications and shall be capable of slewing in 90° for the ease of operation. The Hose Reel shall be fitted on the dump door of sludge tank.

**3.9 Jetting Nozzles:**

One set of jetting nozzles (one set consists of one Round head nozzle & one conical head nozzle) shall be supplied with each machine. Suitable arrangement shall be made to store these nozzles. Each nozzle shall be suitable to work smoothly at duty points of the high-pressure Jetting Pump. The nozzles shall be made out of High-Grade Steel with replaceable inserts. It shall have hose connection size of 1".

a) Nozzle for Flushing – 01No.

b) Nozzle for De-chocking with front jet angle (one forward and four backward)– 01 No.

Suitable lock & key arrangement shall be provided to store these nozzles on the machine itself. The cost of these nozzles shall be included in the cost of the Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) and no separate payment for the same is admissible.

**3.10 Hydraulic Power Plant:-**

The hydraulic system shall be equipped with suitable hydraulic pump of make like DOWTY, BOSS or equivalent. The pump shall be gear type. The hydraulic pump shall be driven through PTO. The capacity of Hydraulic pump shall be min. 22 LPM & Pressure rating min. 200 bar pressure. The system shall be provided with an oil storage tank of min. 50 Ltrs. capacity, suction and return line filters, pressure relief valve, control valve bank and speed control valves of reputed make. All the hydraulic connections shall be combination of high pressure resistant seamless metal pipes and high pressure flexible rubber hoses to

facilitate easy repair and replacement of the same.

The following operation shall be effected hydraulically.

- a. Opening and closing of tank door.
- b. Tipping arrangement for tank.

The 2 nos. of hydraulic cylinders shall be provided for door opening & 1 no. of telescopic hydraulic cylinder shall be provided for tank tipping purpose.

### **3.11 Control Panel:-**

The P.T.O. shall be operated pneumatically/electrically through controls situated in the driver's cabin. The accelerator shall be actuated pneumatically/electrically and all the controls shall be kept at the rear end of the machine in the control panel. The control panel shall be located at the rear end and left hand side of the machine. This shall consist of vacuum/pressure gauges for vacuum pump, pneumatically/electrically operated accelerator, jetting/ bypass lever, control valve levers for tipping of sludge tank & opening/closing of dump door. Hour meter shall be provided in the control panel / driver's cabin for measuring the working hrs. of the machine. All the gears, switches, levers required for the operation of Suction and Jetting machine shall be grouped on the rear side of the vehicle.

### **3.12 Machine Monitoring System:-**

#### **(PART-A – Features/Parameters )**

The contractor shall install machine monitoring system on all the three Suction and Jetting machines (Super Sucker). The super sucker machine shall be equipped with reliable imported sensors, programmable logic controller and IIoT gateway. Following equipments and sensors shall be installed to monitor different work parameters of super sucker machine.

- 1. GPS Tracker:-** To monitor the real-time location of the Super sucker vehicle. This will improve security and provide accurate and detailed reports. So that MCGM authorities shall have complete transparency towards the fleet's activities
- 2. CCTV camera:-** The system shall have 360 degree Pan, Tilt and 4x Zoom IP wi-fi camera to monitor the movement of workers along with microphone and speaker for 2-way communication within a radius of 8-10mtrs around the super sucker machine
- 3. Engine Parameters:-** The data from the vehicle shall be transmitted to PLC. Via this all vehicle dashboard parameters like speed, RPM, distance travelled, fuel level, etc shall also pushed on to the cloud for analysis to increase efficiency and safety of the super sucker

- 4. Fuel Sensor in Fuel Tank:-** To put an end to fuel theft. It shall give real time status of quantity of fuel in the tank. Even a minute sudden change in its level, it shall send an alert to the concerned pre-defined authorities immediately
- 5. Encoder:-** To sense the length of the jetting hose getting unwound inside the chamber. Technical Data sheet of ENCODER for ascertaining the length of jetting hose pipe distance inside the Chamber is given in Section – 15 Schedules
- 6. Pressure transmitters/ Sensors:-** For sensing pressure in the suction Tank and jetting hose water flow. Technical Data sheet of Pressure Transmitters is given in Section – 15 Schedules
- 7. Level Sensors:-** For sensing the level of the water in the jetting Tank and sensing the level of the sludge incoming in the suction Tank. Technical Data sheet of Radar (non-contact) level Sensor is given in Section – 15 Schedules
- 8. Flow meter:-** To monitor the jetting hose flow of water. Technical Data sheet of Electromagnetic Flow Meter for inlet of high pressure Jetting hose pipe is given in Section – 15 Schedules .
- 9. Industrial IoT:-** Technical Data sheet of Industrial IoT is given in Section – 15 Schedules
- 10. PLC for Control Panel:-** Technical Data sheet of PLC for Control Panel is given in Section – 15 Schedules
- 11. 4 inch Colour Touch Panel:-** Technical Data sheet of PLC for Control Panel is given in Section – 15 Schedules

The IoT machine monitoring system shall collect the data from all the sensors. The sensors shall be mounted on the machines and sense the real-time flow, pressure, levels, fuel consumption, GPS coordinates, idling time, working time of the machines.

A programable Logic controller shall be mounted on the super sucker works in tandem with all the sensors are also acts as a safety mechanism to shut off a specific part or the machine if any dangerous pre-set thresholds are breached. The end users shall get the relevant information on IoT dashboard, which they can access via Smartphone/Tablet/PC. The IoT monitoring system shall produce reports regarding various parameters of machine on daily, weekly, monthly, and annual basis. This will help to measure productivity of the machine and take appropriate corrective measures.

**(PART-B - )**

Bidder must submit detailed plan of Design, planning, implementation and O&M of IoT based real time asset and condition monitoring with application software for data analytics,

which shall include the following before start of work: -

1. Managing the public Cloud platforms (AWS/Azure/GCP) and its services
  - a. Virtual machine Service
  - b. Storage Service - File storage and archive
  - d. Database service
  - e. Network Service - Virtual network, Firewall, Public IP, Web Application Firewall,
  - f. Security Service - Maintain and manage access control with Network Security Groups
  - g. Support Service
  - h. Disaster Recovery / Business Continuity Services
2. Application Development

The applications shall be accessible from various client devices through a thin client interface, such as a web browser. 3rd party application software licences.
3. Training
4. Hardware for Command-and-Control Centre.

**3.13 Optional accessories:**

Each Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) shall be fitted with following accessories.

- Hydraulic operated winch
- Jetting Hose Guide

The cost of these accessories shall be included in the cost of the Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker)& no separate payment for the same is admissible.

**3.14 Lighting arrangement:**

The machine shall be provided with suitable lighting arrangement for working during nighttime.

**3.15 Tools & tackles:**

Each machine shall be supplied with all necessary tools & tackles for operation & maintenance of the machine including chassis. The list of tools & tackles shall be submitted as per schedule (3) of tender document.

Each machine shall consist of all necessary parts, accessories which are not specifically mentioned in the specifications & which are necessary for satisfactory operation & maintenance of machine for the purpose intended and no extra cost on any account will be admissible at any stage.

**3.16 Vehicle Tracking System:**

The Vehicle Tracking System will be installed on the machine by M.C.G.M. When Vehicle Tracking System comes into operation then payment for installation of required chip/equipment and any monthly charges will have to be done by the contractor.

**3.17 Standards: -**

The material used for fabrication of the machine parts/accessories shall meet the relevant standards.

The machine shall meet permissible limits for noise & safety standards. If required acoustic enclose/safety guards shall be provided to the units of machine wherever required.

**3.18 Approval: -**

After award, the contractor will have to furnish General arrangement drawing of the machine for approval of the MCGM engineer before starting the work. The make & model of Vacuum Pump, Jetting Pump, Hydraulic Pump, Hydraulic motors, Hydraulic Cylinders, P.T.O., Jetting Hose, Jetting Nozzles etc. shall be specified in the G. A. drawings.

**3.19 Painting:-**

The tank exterior shall be spray-painted with two coats of superior quality anti-corrosive primer and two coats of enamel metal paint of a reputed make. The color shade will be as per choice of MCGM.

To resist corrosion, the clean water compartment will be internally coated with two coats of anticorrosive anti-corrosive primer and two coats of gray enamel paint. The Sludge compartment tank will be internally coated with two coats of epoxy paint to resist corrosion.

**3.20 Nomenclatures:-**

Number plates, stop-signal plate, "MUNICIPAL CORPORATION OF GREATER MUMBAI", 'DY. CHIEF ENGINEER (O&M) STORM WATER DRAINS', "बृहन्मुंबई महानगरपालिका" 'उप प्रमुख अभियंता (प्रवप) पजवा' "SUCTION CUM JETTING MACHINE" shall be painted on the machine in suitable font size at proper places as per R.T.O.'s requirements and/or as directed by the MCGM engineer.

**3.21 R.T.O. Registration:-**

These machines shall be designed, fabricated and provided in accordance with requirement and regulations of Regional Transport Office (RTO) Authority. It will be responsibility of contractor to get the machine approved and registered from RTO authority as a standard vehicle as per MVR. The permanent registration, Annual Fitness

renewal & PUC shall be carried out by the contractor. All the charges, fees etc. shall be borne by the contractor during contract period.

### **3.22 Components:-**

The components like suction hose with suitable coupling system, suction end pipe, deliver hose, jetting hose, jetting nozzle, etc. of suitable strength, type and adequate size and length shall be supplied with each machine. The contractor shall make suitable arrangement on the machine to store these components.

All the equipments, components, systems, accessories, etc. of Vehicle Mounted Suction cum Jetting Machines shall be compatible to each other to achieve the desired output.

### **4.0 Inspection & Testing:**

#### **a) Inspection of Chassis:**

The contractor shall inform the Department for chassis inspection well in advance. The contractor shall start the work of mounting of the Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) on chassis only after approval of chassis by MCGM Engineer.

#### **b) Inspection of Unit:**

The contractor shall inform the Department well in advance for pre delivery inspection of the complete Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker). The inspection and testing of machines at manufacturer's works shall be witnessed by two Municipal Engineers. The contractor shall issue certificates for the satisfactory performance of the individual Units as well as for complete machine. The certificates of the materials used for fabrication of tank and other vital components shall also be furnished. The noise level shall be measured as per relevant IS Standard. The machine shall not be cleared for delivery / dispatch if it does not meet the prescribed duty points and noise level.

The inspections shall be carried out by two MCGM Engineers from Storm Water Drains Department. The charges for inspection and testing of above all shall be borne by the contractor. All expenses of to & from travelling, lodging & boarding of MCGM inspection team shall be borne by the contractors & no separate payment on this account will be admissible.

### **5.0 Service Centre Facility:-**

The Chassis Manufacturer shall have after Sales Service facility within the vicinity of Mumbai Metropolitan Region. The bidder shall submit the documentary proof for the same from the Chassis Manufacturer along with spare parts and service support for a period of



eight years.

## **6.0 Handing over of Machines:**

After purchasing of the Machines the same will be handed over to the contractor for operation and comprehensive maintenance for a contract period of 3 years. After completion of contract period the contractor shall handover the Machines to MCGM in good working condition without any cost to MCGM failing which the SD / CD shall not be released to the contractor.

## **7.0 Delivery Period:**

**A. Supply** –The contractor shall supply the Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) within Eight Months from the date of receipt of vehicle chassis by the contractor from chassis manufacturer. The contractor shall place confirmed order to chassis manufacturer / authorised dealer within 15 days from date of receipt of work order / LOA from MCGM & submit the copy of the same to MCGM.

**B.- Services of Operation & Maintenance** - The supplied Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) will be operated & maintained for Three years i.e. for 36 Months or 3600 shifts whichever is later from the date of receipt of Work Order for O & M as per general & technical specification 10.0.

## **8.0 Guarantee:**

The machines shall be guaranteed for 12 months from the date of delivery. During the guarantee period, any defect / break-down of machine including chassis shall be attended and rectified / replaced immediately without any extra cost to MCGM. This clause shall be read with the other clauses of guarantee and maintenance guarantee stipulated in general terms and conditions and special instructions. It is responsibility of the contractor to get the faults attended/ rectified under guarantee through the respective manufacturer/dealer.

## **9.0 Operation & Maintenance Manuals:**

The contractor shall supply following with the delivery of machine:

- (i) One set of operation & maintenance manual of each set of machine.
- (ii) One set of spare parts catalogue of each set of machine.

## **10.0 Operation & Maintenance Services:-**

### **10.1 Operation:-**

**10.1.1** The contractor who will supply the Vehicle Mounted Suction cum Jetting Machines shall provide the services of operation and comprehensive maintenance of the supplied machines

for a period of 3 years or total 2700 shifts whichever is later

**10.1.2** Each Machine to be operated for six days in a week. On any one working day in a week, the Machine shall be taken for carrying out necessary preventive maintenance. The Payment will be made for operational shift only. No separate cost of maintenance shift will be paid to the contractor.

**10.1.3** All consumables, spares, fuel, staff, etc. required for day-to-day operation & comprehensive maintenance of Compact storm water drains cleaning machine shall be arranged by the contractor.

**10.1.4** During each shift, the contractor shall achieve the following target of de-silting

- a. 8 nos. of manholes for suction OR
- b. 5 manholes and 150 running mtrs. of jetting. OR
- c. 25 nos. of equivalent Single water entrances OR
- d. Complaint work of min 5 hrs.

( Conversion factor : Equivalent single water entrances = 1.5 x double water entrance  
= 2 x triple water entrance )

The payment will be made as per the cumulative work done at the end of each month in proportionate to the targeted work done.

**10.1.5** During operation and maintenance period, the machines including chassis shall be maintained in an approved manner and in accordance with manufacturer's recommendation. Major breakdowns like Vacuum pump, jetting pump, transmission system, engine shall be attended so as to put machine back in operation not more than 15 days. Breakdowns due to accidents, force majeure, RTO passing work, major refurbishment work etc. machine repair time frame will be decided at the discretion of concerned Ex. Eng. In such cases, the contractor may deploy the standby machine of similar or higher capacity with prior approval of concerned Ex. Eng. at his own risk and cost to complete daily work targets as per department's requirement for which contractor will be eligible to get per shift payment as per applicable rate and no penalties will be imposed for the above breakdown period.

**10.1.6** The operational staff shall adopt all precautionary safety measures as per the guidelines of Hon'ble Court while operating the machine.

**10.1.7** During emergency situation, the contractor shall render operation services continuously

day & night.

**10.1.8** The log sheets shall be prepared at the end of every shift after completion of work. The contractor shall maintain their copies and submit to MCGM Engineer at the end of every month or shall be produced whenever asked by the concerned MCGM Engineer.

**10.1.9** If the operation of the vehicle will be required at any time on any day including Sundays & Holidays in addition to the routine program it would be responsibility of the contractor to provide the vehicle with staff to attend the work as directed by concerned Engineer.

**10.1.10** In case of any accident due to non-compliance of safety norms / equipments, the contractor shall be held responsible.

**10.1.11** If the Machine is out of order for full shift, the contractors will have to operate the machine for additional shifts & complete the desired target.

The 300 shifts per machine in the current year shall be utilized before end of the year. The balance shifts in the current year after completion of current year will get lapsed automatically and then the next year's shifts will be utilized as per the per shift rate of the next year. But if extra shifts (more than 300 shifts per machine) will be required in current year, the same will be carried out as per the shift rate of that year.

**10.1.12** If required, the contractor may have to operate & maintain machines for 25% additional no. of shifts at the end of contract and as per instructions of MCGM Engineer at the last year's per shift rate and as per terms & conditions of this contract.

The O & M shall be started within 15 days of intimation after delivery of each machine.

**10.1.13** During operation and maintenance, contractor shall provide at their own cost spares including fuel, tyre, battery, lubricants, consumables, tools, tackles and necessary manpower.

**10.1.14** The contractor will have to operate and carry out regular servicing, routine maintenance, breakdown & repair maintenance, overhauling and pre RTO Fitness passing of these machines in good workmanship like manner following best engineering practice so as to have smooth functioning of the machines all the time. As such minor breakdowns may be attended directly on field while for major breakdowns, routine maintenance and overhauling may be carried out at SWD workshop, Dadar. The traveling/ transport and other incident expenses for attending breakdown on site shall be borne by the contractor.

**10.1.15** The machines shall be stationed at S.W.D. Workshop, Dadar or as directed by MCGM

Engineer considering site condition, after completion of daily work. If the machines are stationed at any suitable location, the open space required for parking of the vehicle & the site chowky will be made available at free of cost by MCGM. The successful bidder at his own cost will make arrangements for the temporary site chowky in coordination with MCGM staff.

**10.1.16** The contractor shall make sufficient stock of spares, lubricants & consumables in order to attend breakdowns quickly without any loss of time. Also, the contractor shall provide at site, tools required for the opening of manhole covers, manhole guards, tripod stands with danger flags etc.

## **10.2 Maintenance:**

**10.2.1** The maintenance guarantee period of the 03 nos. of the Vehicle Mounted Suction cum Jetting Machines (Super Sucker) is of 3 years. The contractor shall carry out necessary maintenance & repairs of the Vehicle Mounted Suction cum Jetting Machines without claiming any extra cost to the MCGM.

**10.2.2** The contractor shall carry out the preventive / routine maintenance and breakdown of all the vehicle, machines, equipments, etc. No extra payment toward any type of maintenance and repair work shall be made to the contractor.

**10.2.3** The contractor shall carry out regular servicing, routine maintenance, breakdowns, repairs of the machines and keep it in good working condition following best engineering practices, so as to ensure smooth functioning of this machines at all the times.

**10.2.4** It shall be the responsibility of the contractor to provide all necessary man power, tools & tackles & spares for maintenance purpose of the machine.

**10.2.5** When the machine is non operative on account of break down, the successful contractor shall always attend the break downs immediately so as to keep the breakdown time of these machines as low as possible.

**10.2.6** During break down periods no payments will be admissible for the machine.

**10.2.7** The contractor shall also maintain the Maintenance Register separately and it shall be made available whenever demanded.

**10.2.8** For the purpose of maintenance, the electricity for lighting/welding etc., water will be made available free of cost at SWD workshop by MCGM. The contractors will be responsible for safe upkeep and security of the machine including MCGM's plant & machinery given for

maintenance purpose.

**11.0 Contractor's office:** Contractor shall establish a control office at the allotted site / space with a supervisor available at SWD workshop, Dadar/work site. If the contractor has already established a control office at SWD workshop for their other existing contracts, it is not necessary to establish separate office for this contract. At this office, the supervisor shall receive instructions from Municipal engineer for further implementation. Contractor's supervisor shall be communicable all the time without any reservation for which he shall possess facility of mobile phone, working all the time, without any excuses.

**12.0 Working Hours:** The duty hours for the operating staff shall be of 8 hrs shift & scheduled as per the requirement of Ward staff. The normal working hours for maintenance staff shall be 8.00 a.m. to 4.00 p.m. and also in 2<sup>nd</sup>& 3<sup>rd</sup> shift if required. However, for any backlog of maintenance, the same shall be cleared in extra hours or on Sundays and Holidays without any financial implications to MCGM.

**13.0 Contractor's staff for operation & maintenance:** For the operation & maintenance work, contractor shall engage adequate work force, skilled and experienced in their respective trades. For this purpose, contractor shall engage drivers/operators labour staff and other artisans as may be necessary for satisfactory maintenance of the machines as a whole. Contractor shall furnish list of various category of staff which he will engage for satisfactory operation & maintenance of these machines as per tender specifications. The driver/operator shall possess valid driving license issued by R.T.O. Authority. The maintenance staff shall be fully conversant with the servicing & maintenance of these machines. All the O & M staff shall wear uniform with photo Identity card while on duty; the same shall be provided by the contractor.

Contractor shall dispatch following staff with each vehicle for operation.

Driver cum Operator – 1 No.

Helper – 3 Nos.

Contractor shall appoint following staff to carry out maintenance of both the vehicles.

Supervisor – 1 No

Mechanic-Auto Electrician – 1 No.

**13.1 Health Cards:** The contractor's staff working on site may have to work near unclean area. Hence, the contractor shall check health of each staff at every fortnight and take precautionary measures and treatments as per advice of medical officer and maintain the records in their medical health card.

**14.0 Penalty:**

**A. Supply:-** Clause 85 of GCC.

**B. Services of Operation & Maintenance:-**

- 1) For not complying with the documents and equipment within three weeks from the date of intimation of O&M, a penalty of Rs. 5,000/- per day per machine shall be imposed and recovered from the contractor's bill.
- 2) For failing to start the O&M within two weeks from the date of intimation of O&M, a penalty of Rs. 5,000/- per day per machine shall be imposed and recovered from the contractor's bill.
- 3) If the machine is under breakdown for maintenance purpose for more than the period specified in para 10.1.5, a penalty of Rs.5,000/- per day & if the machine will not be operated for any other reasons like absenteeism of operator, staff etc., a penalty of Rs.2,000/- per shift will be recovered from the monthly bills. No operational payment shall be admissible when the machine is non-operative
- 4) During inspection rounds of MCGM engineers, if any staff is found without uniform, identity card& safety gadgets, a penalty of Rs.2,000/- for each incident will be recovered from the bills.
- 6) During inspection rounds of MCGM engineers, if the staff is not found on duty, a penalty of Rs.2,000/- for each incident will be recovered from the bills.
- 7) If the machine is not handed over to MCGM, after completion of O&M period, within specified period, a penalty of Rs.5,000/- per day will be imposed.

**15.0 Security deposit:**

Section 6 - Instructions to applicants Clause 6.10.

**16.0 Compliance of Labour Regulation:** During the period of this contract, the contractor at his own cost, shall abide at all times, by the Government's Labour regulations, Rules, Laws etc. amended from time to time and as may be in force or introduced in future, during the course of this contract, by registering with all such statutory authorities, filling returns, as may be required, as per the laws.

**17.0 Minimum Wages Act-1948:** The contractor shall submit an Undertaking on Rs.500/- stamp paper stating that they are paying their staff as per Minimum Wages Act-1948, revised by the GOM and adapted by MCGM from time to time. They shall submit the wage

details to M.C.G.M.

**18.0 Safety and Protection:**

**18.1** During execution of this work, the contractor shall take all necessary safety measures to avoid any accidents / mishaps / thefts. Any injuries / accidents / thefts / damages to Municipal Properties shall be the sole liability of the contractor and the compensation shall be paid by the contractor to his staff as per the Workmen Compensation Act. MCGM shall not be held responsible for any such acts / cases. The contractor shall provide necessary safety wear to their staff such as safety shoes, welding glass, hand gloves, gumboots etc. as applicable. Contractors shall not cause any damage to municipal machineries and properties. If so, the same will be recovered from their monthly bills.

**18.2** All the arrangement towards watch & ward of the machine handed over to the contractor will have to be made by the contractor. MCGM will not be held responsible for any damage, loss or theft of the same.

**18.3** Contractor shall keep First Aid Box in the vehicle/ chowkey filled with necessary medical aids & medicines all the time during contract period.

**18.4** The contractor's staff may have to work near accumulated water/ nalla / open drains etc. Hence, the contractor shall conduct periodical health checkups of his site staff and take necessary precautionary measures and treatments as per the advices of medical officers.

**19.0 Insurance:**

**19.1** The contractor will have to take out Workmen Compensation Insurance Policy so as to provide adequate cover for the execution of this work, from the concerned Government Undertakings only & submit the copy of the insurance papers within 30 days from the placement of work order.

**19.2** In case of accident during the entire contract period, the contractor shall be liable to pay entire compensation due.

**20.0 Records:**

Contractor solely shall maintain proper records of the utilization of the Compact storm water drain Cleaning Machines in their possession and their details of servicing, maintenance of this machine carried out by them as per format and instructions of site engineers.

**21.0 Termination of contract:**

In opinion of the engineer if the contractor at any time makes default in proceeding with the work with due diligence, default in compliance of any terms and conditions, fails to complete the work or items of the work, all such acts amount to default by contractor. In each default, the engineer shall issue notice to contractor to show desired improvement, within 15 days, failing which the contract of defaulting contractor will stand terminated and any other contractor who will be directed by the Chief Engineer (SWD) can commence the remaining work after notice period, at the risk and cost of the original contractor. Action will also be taken to the extent of blacklisting and deregistration of contractor.

**22.0 Evaluation of tender:**

The offer submitted by the tenderer will be considered as all items of the Schedule of Quantities & Rates together & will be allotted to a contractor on basis of lowest grand total of all items. It will not be split as per sub-items in the Schedule of Quantities & Rates

**23.0 Price Variation:**

NOT APPLICABLE.

**24.0 Payment of Taxes:** Clause 38 of GCC.

**25.0 Term of Payment:**

**25.1 Supply:-**

**25.1.1** Advance payment of 30% of cost of machines (excluding O&M cost) against equivalent amount of bank guarantee in prescribed format, against award of contract. This bank guarantee will be returned after delivery of the machine with accessories.

**25.1.2** Balanced payment of 70% of machines cost (excluding O&M cost) after delivery, Commissioning, successful trial.



**25.2 Services of Operation & Maintenance:-**

**25.2.1** The payment for operation & maintenance shall be made as per the per shift rate quoted for respective years by the contractor.

**25.2.2** The payment shall be made on monthly basis within 30 days from the date of receipt of bill with monthly log sheets and summary sheets duly signed by concerned Municipal Engineers, in duplicate to the office of O&M Storm Water Drains.

**2.2.3** No payment shall be made to the contractor if the machine will not be utilized by MCGM.

**26.0** **Dispute:** In case of any dispute during course of execution of this work, the same shall be referred to M.C., M.C.G.M, whose decision will be final and binding on the contractor.

**27.0** The terms & conditions stated in this section supersede the similar terms & conditions stipulated elsewhere in the tender document.

**28.0 Important Instructions to Contractor:**

**28.1** One manufacturer shall submit the letter of authorization to one bidder only. Also, one bidder shall submit the letter of authorization from one manufacturer only. If one manufacturer gives an authorization letter to more than one bidder or the bidder submits an authorization letter of more than one manufacturer, all such bids will be out rightly disqualified.

**28.2** Joint Venture is not allowed to participate in this tender.

**28.3** The contractor shall ensure that all the safe working methods are adopted & shall use necessary safety equipment such as helmet, gumboots, rain coat, hand gloves, traffic cones, safety jacket, etc. while execution of work & shall provide necessary personal protective equipment for their staff, wherever necessary. If any accident occurs, it will be on the account of the contractor, & M.C.G.M. shall not be responsible for the same. The contractor therefore should insure their staff & submit the copy of the Insurance papers within 30 days from the date of intimation for O&M.

**28.4** The contractor shall ensure that his staff works peacefully without causing any disturbance between themselves, Municipal Staff or with other agencies. The contractor shall be held responsible for any penalty / fine imposed by Traffic and R.T.O. Authorities etc., when

vehicle is on the road. Any damage to Municipal property shall be recovered from the contractor.

- 28.5** The contractor shall clean the machines after every unloading of silt at unloading / dumping spot as directed within MCGM limit. The contractor shall keep the machines clean & tidy and shall spray approved quality & quantity of eco-friendly deodorants and disinfectants daily on the vehicles.
- 28.6** The contractor shall maintain the records of Staff attendance and prepare Monthly report with utilization and maintenance of the machines and shall submit the same to this office. One copy of the same record shall also be available with the contractor's office and shall be made available whenever demanded. The contractor shall carry out the preventive maintenance of the machines on weekly basis. No extra cost for the maintenance shifts of machines shall be paid to the contractor. The maintenance register and operation log sheets along with summary sheet shall be submitted to M.C.G.M. Engineer at the end of every month and shall be made available whenever demanded.
- 28.7** The rates quoted by the tenderer shall be valid for 1 year from the date of delivery of the machines. It is mandatory on the contractor to supply more such units (max. quantity 03 nos.) at the same rate, if MCGM desires to buy the same. This is an option purely with MCGM and does not create any liability directly or indirectly to place any orders.
- 28.8** M.C.G.M. reserves right to accept / reject tender / offer of the contractors without assigning any reason.
- 28.9** It is mandatory to the contractor to operate each Machine as per the program given per day. Each shift will be of 8 hours. During emergency situation, the contractor shall render the operation service continuously day & night.
- 28.10** All type of repair works shall be carried out by the contractor at their own cost. The repair work of the machine shall be completed immediately. During the period of breakdown of machine, the contractor shall make arrangement for alternate machine of equivalent capacity for continuation of services of cleaning of storm water drains.
- 28.11** The contractor shall follow all the safety Norms as per directives by Hon'ble Mumbai High Court while working on storm water drains at site. The contractor shall provide safety equipments as mentioned in Annexure-II. In case of any accident due to non-compliance of safety norms / equipments, the contractor shall be held responsible.
- 28.12** The manufacturer can authorize his dealer to participate in this tender and manufacturer & dealer both cannot participate as competitors in this tender. If the machine being offered

is manufactured in the collaboration, this Letter of Authorization shall be signed by all the collaborating partners.

- 29.13** Contractor will be solely responsible for any theft of the parts of vehicle and / or the Machine and he shall have to take corrective measures for the same.
- 29.14** The contractor shall keep close liaison with the Municipal Engineer for daily vehicular requirement & work performance.
- 29.15** The contractor shall collect the formats of daily log-sheets, maintenance schedule, summary sheets, etc. from the office of Dy.Ch.Eng.(O&M) SWD.
- 29.16** The contractor shall maintain all records and submit the same as and when required by the Engineer.
- 29.17** The contractor shall submit the monthly bill along with daily Log sheets of the work in duplicate at the end of every month to the concerned MCGM staff.
- 29.18** The contractor shall submit the information of the staff appointed for Operation and Maintenance of the Machines regarding Identity cards, address, age, Mobile phone numbers, etc.
- 29.19** The contractor shall submit the contact number for communication to the Dy. Ch. Eng.(O&M) SWD.
- 29.20** The contractor shall get registered themselves under Contract Labour Act, EPF & MP Act, 1952 & ESIC Act of 1948 & shall produce the Certificate of Registration in the concerned office of Dy.Ch.Eng.(O&M)SWD.
- 29.21** The staff employed by the contractor shall be covered with all statutory labour laws in vogue. As mentioned in clause 12 of General Conditions of Contract, all the staff employed shall have to be insured. The contractor in this regard shall submit the necessary documents before starting the work.
- 23.22** The contractor shall insure their employees deputed for carrying out the subject work under Workman Compensation Act, 1923 & Fatal Accident Act 1885 & shall produce the Certificate of the same. M.C.G.M. will not be responsible for any financial liabilities in case of any accident / hazard.
- 29.23** The contractor shall get first party insurance (comprehensive insurance) of entire Machine

before starting the work and same shall be renewed every year for entire contract period. The copy of the same shall be submitted to the office of Dy.Ch.Eng.(O&M) SWD. All the insurance shall be got from the office of 'Directorate of Insurance', Mumbai.

- 29.24** The vehicles shall be road worthy as approved by Mumbai R.T.O. conforming to rules and regulations prescribed in this respect from time to time or by any other concerned statutory & competent authorities regarding use of fuel or pollution control or any other modifications.
- 29.25** The vehicle shall be maintained in good working condition so as to have service reliability. It shall be sent to work in perfect working order with adequate supply of fuel for completing the programme assigned in a particular shift.
- 29.26** The vehicle shall have valid pollution control certificate (PUC) at all the time and copies of the same shall be kept with the driver and shall be provided whenever demanded.
- 29.27** The contractor shall keep the Municipal Commissioner, their officers & servants harmless & indemnify from & against all losses, damages, suits, cost charges, claims & demand whatsoever including claims under Workmen Compensation Act 1924, Fatal Accident Act 1885, their offices or servants may sustain, incurred or become liable to pay by reason or in consequences of any injury to any person or to any property either belonging to the M.C.G.M or others, whether resulting directly through any accident or otherwise life or property while carrying out any work & such damage / injury or loss of life or property shall be made good & / or as the case may be / shall be paid immediately by the bidder to the satisfaction in all respect of Municipal Commissioner.
- 29.28** Any claim arising due to statutory requirement in the form of compensation / damages, etc. to site workers / employees / Machines shall be borne by the contractor.
- 29.29** The contractor shall pay the salary to the labour staff appointed by them for operation & comprehensive maintenance for this contract as per MCGM Circular of Chief Labour Officer u/No. CLO / 10 / 2020-21 dt. 02.11.2020 or amended. The contractor shall abide to the Minimum Wages Act 1948. Therefore, while bidding for the tender, the bidder shall quote accordingly for operation & comprehensive maintenance for each year after considering all charges.
- 29.30** **Record drawings & Operation/Maintenance Manual:** The bidder shall submit the detailed layout drawing of the vehicle chassis with mounting locations of the various equipment's, along with weight distribution of the different equipment's within **15 Days from the date of the receipt of the letter of acceptance.** On completion of work and

delivery of each machine, the contractor shall supply one set of record drawings, operation & maintenance manual, Spare Part Catalogue of machine & Spare Part Catalogue of vehicle chassis shall be supplied with the delivery of each machine.

The bidder shall ensure the correct load distribution of various equipment's mounted on the vehicle during plying. The bidder shall make all the arrangements required to operate/run all the different components, equipment's, accessories, etc. mounted / installed or provided with the Compact storm water drains Cleaning Machine.

**29.31** The tenderer shall quote for both supply and operation & comprehensive maintenance part of Bill of Quantity of the tender. If the tenderer quotes for only one of the above two in Packet 'C' their offer shall be rejected outright.

**29.32** The bidder shall note that the machine to be supplied shall be of same make & similar technology which they have offered in tender and demonstrated.

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

**SECTION 11**  
**FRAUD**  
**AND**  
**CORRUPT PRACTICES**

**FRAUD AND CORRUPT PRACTICES**

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

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

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

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

**D. "undesirable practice"** means (i) establishing contact with any person connected with or

employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

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

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

**G.** Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause. For the purposes of this Sub-Clause: i. "corrupt practice" is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; ii. "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Financier staff and employees of other organizations taking or reviewing procurement decisions. iii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; iv. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; v. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; vi. "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or vii. acts intended to materially impede the exercise of the Financier's inspection and audit rights provided . viii. "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution. ix. 'parties' refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels. x. a "party" refers to a participant in the procurement process or contract execution.



# **SECTION 12**

# **PRE-BID MEETING**

## **PREBID MEETING**

Pre-bid meeting of the interested parties shall be convened on dt. 22.09.2022 at 15:00 Hrs in the Chamber of Ch. Engr. (Storm Water Drain), Ground floor, Engineering Hub Building, Dr.E.Moses Road, Worli Naka, Worli,Mumbai- 400 018.

- a) The tenderer(s) or his authorized representative is invited to attend a pre-bid meeting as per the date, time and venue mentioned in the tender notice/header data.
- b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c) Any tenderer(s) requiring any clarification of the tender document and/or the works may submit his questions in writing to reach the office of Dy.Ch.E.(O & M)SWD at least 2 days before the meeting.
- d) The text of the questions raised (without identifying the source of enquiry)and the response given will be circulated/informed vide addendum on M.C.G.M. portal within 7 days. Any modification of the tendering documents, which may become necessary as a result of the pre-bid meeting, shall be made by the M.C.G.M. exclusively through the issue of an Addendum.

**Letter in advance two days before the meeting**

# **SECTION 13**

## **LIST OF APPROVED BANKS**

### LIST OF APPROVED BANKS

1. The following Banks with their branches in Greater Mumbai and in suburbs and extended suburbs up to Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
2. The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai Limit categorically endorsing thereon that said Bankers Guarantee is binding on the endorsing Branch of the bank within Mumbai limits and is liable to be enforced against the said branch of the Bank in case of default by the contractor/supplier furnishing the Bankers Guarantee.

#### List of approved Banks:-

A	S.B.I and its Subsidiary Banks
1	State Bank of India
2.	<del>State Bank of Bikaner &amp; Jaipur — Merged with State Bank of India</del>
3	<del>State Bank Of Hyderabad. — Merged with State Bank of India</del>
4	<del>State Bank Of Mysore — Merged with State Bank of India</del>
5	<del>State Bank Of Patiala — Merged with State Bank of India</del>
6	<del>State Bank Of Saurashtra — Merged with State Bank of India</del>
7	<del>State Bank Of Travankore — Merged with State Bank of India</del>
B	<b>Nationalized Banks</b>
8	Allahabad Bank.
9	Andhra Bank
10	Bank Of Baroda.
11	Bank Of India.
12	Bank Of Maharashtra.
13	Central Bank Of India
14	Dena Bank.
15	Indian Bank.
16	Indian Overseas Bank.
17	Oriental Bank Of Commerce.
18	Punjab National Bank.
19	Punjab & Sindh Bank.
20	Syndicate Bank.
21	Union Bank Of India.

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

56	Mumbai District Central Co-op Bank Ltd
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd
63	Shamrao Vithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd
E	Foreign Banks
67	ABM AMRO (N.Y.) Bank
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bank Indosuez
73	Banque Nationale de Paris
74	Barclays bank.
75	City Bank N.A
76	Hongkong & Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

**Note:-** As Per Circular No. CA/ FBK/ 303 dtd. 17.03.2018, B.G. issued by IDBI Bank Will not be accepted.

# **SECTION -14**

## **APPENDIX**

**&**

## **FORMATS**

**FORM OF TENDER**

To,

The Municipal Commissioner for Greater Mumbai

Sir,

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

...

.....  
.....

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

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

.

.....  
.....

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

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

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

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



3. According to your requirements for payment of Earnest Money amounting to Rs. \_\_\_\_\_ (Rs. .... -in words)  
.....-in words)  
I/We have deposited the amount through online payment gateways with the C.E. of the Corporation not to bear interest.
4. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee or Education Committee of the Corporation, as maybe required under the Mumbai Municipal Corporation Act, not to accept this tender.(Subject to condition 5below).
5. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
6. I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.
  - a. I/We fail to keep the tender open as aforesaid.
  - b. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
  - c. I/we do not commence the work on or before the date specified by the Engineer in his work order.
7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
8. I/We further agree that, I/we shall register ourselves as 'Employer' with the Bombay Iron and Steel Labour Board' and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.
9. "I/We..... have failed in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.
10. "I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will

not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation,"

Address Yours faithfully,

.....  
.....

Digital Signature of the Tenderer or the Firm

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

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

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

- A/c No.  
.....
- Name of Bank  
.....
- Name of Branch  
.....
- Vendor No.  
.....

**Appendix 'I'**

Information regarding status of Bidders

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 copy of registration certificate :
  
3. In case of company, please furnish the documentary proof to show that the company is registered :

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

**Name of concern/company and seal**



## 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. (Infra.) (hereinafter called "the commissioner" in which expression are included unless  
the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the  
time being holding the office of D.M.C. (Infra.) of the second part and the Municipal Corporation of  
Greater Mumbai (hereinafter called

"the Corporation") of the third part, WHEREAS the contractor has tendered for the construction,  
completion and maintenance of the works described above and his tender has been accepted by the  
Commissioner (with the approval of the Standing Committee/Education Committee of the  
Corporation NOW THIS

THIS AGREEMENT WITNESSETH as follows:-

- 1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to:-
- 2) The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.
  - a) The letter of Acceptance
  - b) The Bid:
  - c) Addendum to Bid; if any
  - d) Tender Document
  - e) The Bill of Quantities:
  - f) The Specification:
  - g) Detailed Engineering Drawings, if any
  - h) Standard General Conditions of Contracts (GCC)
  - i) All correspondence documents between bidder and MCGM
- 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 with designation stamp of the  
Contractors sealed & delivered by the  
Contractors )

Seal

Trading under the name & style of )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In presence of the witness:

Witness no. 1: Name & address )

Name: \_\_\_\_\_

Resi. Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Witness No. 1

Witness no. 2: Name & address )

Name: \_\_\_\_\_

Resi. Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Witness No. 2

Signed by the Dy. Municipal Commissioner,)

The D.M.C. (Infra.) in the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

D.M.C. (Infra.)

Name and Signature of concern

Dy.Ch.Eng&Ch.Eng (HOD) with

Designation Stamp

Shri./ Smt.

Dy.Ch.Eng.

Shri./ Smt.

Chief Engineer

The common seal of the Municipal Corporation )

Of Greater Mumbai was affixed on the \_\_\_\_\_

Day of \_\_\_\_\_.\_\_\_\_.20\_\_\_\_ presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

Two members of the Standing Committee  
of the Municipal Corporation of  
Greater Mumbai.

Witness:

(Shri/Smt. \_\_\_\_\_)

Office Superintendent,

Municipal Secretary's Office

Contract examined with the Quotation/Tender and the Resolution No. \_\_\_\_\_  
dated \_\_\_\_\_ of the Standing/ Education Committee/Municipal Commissioner/  
D.M.C. (Infra.)'s Sanction No. \_\_\_\_\_ dated \_\_\_\_\_ etc. and found correct.

**Signature of Asst. Eng. Or Ex.Eng and Dy.Ch.Eng.  
of the concerned deptt. With Designation Stamp.**

**Annexure-'A'**

**Irrevocable Undertaking**

(On Rs.500/- Stamp Paper)

I Shri/Smt ..... aged..... years Indian Inhabitant.

Proprietor/Partner/Director of M/s..... resident at

..... do hereby give Irrevocable undertaking as under;

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

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

**Annexure-'AA'**

**Tax**

G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.

Wherever the Services to be provided by the tenderers falls under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.

Rates accepted by MCGM shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per price Variation and if there is subsequent change (after submission of bid) in rate of GST applicable on the works/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to the BMC as per the provision of the GST act.

.....



## **Annexure- B**

### **PRE-CONTRACT INTEGRITY PACT**

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, 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 MCGM 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 MCGM 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 MCGM 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 Tenderer/Bidder**

## **Annexure- C**

(On Rs. 500/- Stamp Paper)

### **DECLARATION CUM INDEMNITY BOND**

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

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

2. I declare that I \_\_\_\_\_ in capacity as Manager/Director/Partners/Proprietors of \_\_\_\_\_ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government 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, MCGM is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

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

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

**Signature of Tenderer/Bidder**

## **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

\_\_\_\_\_ in Mumbai under the  
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 GREATER MUMBAI (hereinafter referred to as 'the  
commissioner' which expression shall be deemed, also to include his successor or successors for  
the time being in the said office of Municipal Commissioner ) of the third part and THE MUNICIPAL  
CORPORATION OF GREATER MUMBAI (hereinafter referred to as 'the Corporation') of the fourth  
part WHEREAS the consultants have submitted to the Commissioner tender for the execution of  
the work of " \_\_\_\_\_ and the  
terms of such tender /contract require that the consultants shall deposit with the Commissioner  
as/contract deposit/ earnest money and /or the security a sum of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_) AND WHEREAS if and when any such tender is accepted by the  
Commissioner, the contract to be entered into in furtherance thereof by the consultants will  
provide that such deposit shall remain with and be appropriated by the Commissioner towards the  
Security - deposit to be taken under the contract and be redeemable by the consultants, if they  
shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy  
all claims properly chargeable against them there under AND WHEREAS the consultants are  
constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants,  
the Bank with the consent and concurrence of the consultants has requested the Commissioner to  
accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing  
with the Commissioner the said sum as earnest money and /or security as aforesaid AND  
WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS  
AGRREMENTWITNESSES 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 upto \_\_\_\_\_ "Notwithstanding anything what has been  
stated above, our liability under the above guarantee is restricted to Rs. \_\_\_\_\_ only and  
guarantee shall remain in force upto \_\_\_\_\_ unless the demand or claim under this  
guarantee is made on us in writing on or before \_\_\_\_\_ all your right under the above

guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS(1) \_\_\_\_\_

Name and \_\_\_\_\_

address \_\_\_\_\_

WITNESS(2) \_\_\_\_\_

Name and \_\_\_\_\_ the duly constituted Attorney Manager

Address \_\_\_\_\_

the Bank and the said Messer’s \_\_\_\_\_

\_\_\_\_\_ (Name of the Bank)

WITNESS(1) \_\_\_\_\_

Name and \_\_\_\_\_

address \_\_\_\_\_

WITNESS(2) \_\_\_\_\_

Name and \_\_\_\_\_

For Messer’s \_\_\_\_\_

address \_\_\_\_\_

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

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

## PROFORMAS:

### **PROFORMA- I**

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

<b>Sr. No.</b>	<b>Name of Project</b>	<b>Name of Employer</b>	<b>Stipulated date of completion</b>	<b>Actual Date of Completion</b>	<b>Actual Cost of work done</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

#### **NOTE:**

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

### **PROFORMA- II**

Yearly turnover of the firm during the last five years.

<b>Sr. No.</b>	<b>Financial year</b>	<b>Annual Turnover (Rs.)</b>	<b>Updated value to current year (Rs.)</b>	<b>Average of last 5 years</b>	<b>Page No.</b>
1					
2					
3					
4					
5					
<b>Total</b>					

**PROFORMA- III to IV :-** Deleted

**PROFORMA- V**

Information on Litigation History in which the applicant is involved.

PROFORMA - VII				
Other Party (/Parties)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status.
1	2	3	4	5

**Note:** Scanned Attested copies of completion / performance certificates from the Engineer-in-charge for each work should be annexed and uploaded.

**OTHER FORMATS**

**(I) LETTER TO BE SUBMITTED BY TENDERER WHO IS MANUFACTURER**

(To be submitted with Packet 'B')

To,  
The Commissioner,  
Municipal Corporation of Greater Mumbai,  
MUMBAI-400 001.

Sub.: **"Supply, Operation & Comprehensive Maintenance (03 Years) of Vehicle mounted High Capacity Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D. - 04 Nos."**

e-Tender No. \_\_\_\_\_

Dear Sir,

We, \_\_\_\_\_ (Name of the manufacturing concern) are an established manufacturer of \_\_\_\_\_ (description of product) having factory at \_\_\_\_\_ (factory address)

We hereby assure quantity and quality as per the contract for the goods offered for supply against this invitation for tender and undertake to abide by the said clause. We also assure uninterrupted supply of spares, material, service, etc. included in Bill of Quantities in the tender for till the completion of entire contract period.

For and on behalf of M/s. \_\_\_\_\_

(Name of manufacturer)

- Note:-**
- 1) This Proforma is meant for the manufacturer who is participating in the tendering themselves. This letter shall be submitted with the tender in original on the letterhead of the manufacturing concern and signed by a person competent to sign the same.
  - 2) If the machine being offered is manufactured in the collaboration, this Letter of Authorization shall be signed by all the collaborating partners.

\*\*\*\*



**(II) LETTER TO BE SUBMITTED BY TRADER/AGENT FROM THEIR MANUFACTURERS**

(To be submitted with Packet 'B')

To,  
The Commissioner,  
Municipal Corporation of Greater Mumbai,  
MUMBAI-400 001.

Sub.: **"Supply, Operation & Comprehensive Maintenance (03 Years) of Vehicle mounted High Capacity Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D. - 04 Nos."**

e-Tender No. \_\_\_\_\_

Dear Sir,

We, \_\_\_\_\_ (Name of the manufacturing concern) are an established manufacturer of \_\_\_\_\_ having factory at \_\_\_\_\_ (factory address) do hereby authorize M/s. \_\_\_\_\_ (Name and address of the dealer/ agent) to represent us to tender and conclude the contract for the above goods manufactured by us with you against invitation of e-tender No. \_\_\_\_\_/\_\_\_\_\_ due on \_\_\_\_\_.

We hereby assure quantity and quality as per the contract for the goods offered. We also assure uninterrupted supply of spares, material, service, etc. included in Bill of Quantities in the tender till the completion of entire contract period.

Yours faithfully,

For and on behalf of M/s. \_\_\_\_\_

(Name of manufacturer)

Signature

(\_\_\_\_\_)

(Name & Designation of authorized signatory)

Place:

Date:

**Note:**

- 1) This letter of authority shall be in original on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturers. (Attach copy of Power of Attorney).
- 2) If the machine being offered is manufactured in the collaboration this Letter of Authorization shall be signed by all the collaborating partners.

\*\*\*\*\*

**(III) LETTER TO BE SUBMITTED BY CHASSIS MANUFACTURER/AUTHORISED DEALER**

(To be submitted with Packet 'B` )

To,  
The Commissioner,  
Municipal Corporation of Greater Mumbai,  
MUMBAI-400 001.

Sub.: **"Supply, Operation & Comprehensive Maintenance (03 Years) of Vehicle mounted High Capacity Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D. - 04 Nos."**  
e-Tender No. \_\_\_\_\_

Dear Sir,

We M/s. \_\_\_\_\_, manufacturers of vehicular chassis, hereby confirm that we will supply our chassis model \_\_\_\_\_ complying BS-VI emission norms to MCGM through M/s. \_\_\_\_\_, having their registered office at \_\_\_\_\_ as per your above subject tender specifications and within stipulated delivery schedule.

We M/s. \_\_\_\_\_, manufacturers of vehicular chassis, hereby confirm that we will supply spare parts and provide service support for a period of eight years.

Our authorized service centre in MMRDA region is located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, address & contact details of service centre)

Place: \_\_\_\_\_ Seal and sign of Chassis Manufacturer/Authorised Dealer

Date:

**Note:** To be submitted on chassis manufacturer's/Authorised Dealer's letterhead.

### **ANNEXURE-I**

The contractor shall be submit the copies of following information / documents to the office of Dy.Ch.E.(O&M)SWD within 15 days from the date of issue of O&M work Order.

- A) Documents of Insurance under Workmen Compensation Act, 1923 & Fatal Accident Act 1885 of all employees deputed for carrying out the work of Operation & comprehensive maintenance.
- B) List of employees deputed for carrying out work along with details such as name, address, age, sex, etc.
- C) The copies of valid Motor vehicles license of all drivers.
- D) Copies of Identity Cards issued by the Contractor to their employees.
- E) List of safety equipments for verification (as per Annexure-II).
- F) Mobile Phone Numbers of contact person.
- E) Copy of insurance of complete machines.

\*\*\*\*\*

### **ANNEXURE-II**

#### **Personal & site Safety Equipments / Items to be provided with each Vehicle / Employee**

<b>Sr. No.</b>	<b>Name of the Equipment</b>
1	Helmet
2.	Hand Gloves
3.	Safety Shoes
4.	Fluorescent jacket
5.	Flickering lamps (during 2 <sup>nd</sup> & 3 <sup>rd</sup> shift)
6.	Traffic Cones
7.	Torch of sufficient light

The contractor shall make necessary arrangement for carrying out the above-mentioned items to the sites. The staff appointed for the work of Operation & Maintenance shall wear the uniform indicating name of employee and name of the contractor while on duty.

\*\*\*\*\*

# **SECTION -15**

# **SCHEDULES**

## **1) SCHEDULE OF TENDERER'S INFORMATION**

1. Year of incorporation
2. Number of similar works carried out so far.
3. Details of after sales service in the vicinity of Mumbai.
4. Details of Plant/Equipment/Staff.
5. Certificates from users.
6. Particulars of Agent/representative in India.
7. List of current jobs of comparable nature.
8. The extent of responsibilities carried by Indian/Foreign contractors  
Associated with the tenderer.
9. Evidence of financial capacity to execute a contract of this magnitude.

**Tenderer's signature & office stamp**

**Trading under the name & style of**



### 3) SCHEDULE OF TECHNICAL PARTICULARS

#### A. DATASHEET – SUCTION CUM JETTING MACHINE

Sr. No.	Description	Technical Details	
		MCGM's requirements	Offered by tenderer
1)	<b>Suction Cum Jetting Machine :</b>		
	a) Make of The Suction Cum Jetting Machine Unit offered :	To be specified by the tenderer	
	b) Type:	Super Sucker	
	c) Model :	To be specified by the tenderer	
	d) General arrangement drawing of the Unit offered:	To be submitted	
2)	<b>Vehicle Chassis:</b>		
	a) Make:	Ashok Leyland/ Bharat Benz/ TATA / MAHINDRA	
	b) Model:	to be specified by the tenderer	
	c) GVW:	Approx. 28 MT	
	d) Engine Rating:	Min 200 HP	
	e) Emission Standard:	EURO-VI/BS-VI or latest applicable for Mumbai.	
	f) Side/rear PTO	To be provided	
	g) Tyres	2 x 8 + 1(Spare wheel)	
	h) Wheel base	to be specified by the tenderer	
	i) Turning circle radius	to be specified by the tenderer	
	j) Brakes	Air brakes with Anti-lock Brake System(ABS)	
	k) <b>Cabin</b>		
	1) Type	Factory made Tilt able type	

	2) Seating capacity	1+4	
	l) Axle configuration	6 X 2	
	m) No. of rear axles	Max. 1	
	n) Drive	Right hand	
	o) Fuel / Tank capacity	Diesel / Tank capacity to be specified by the tenderer	
	p) Calculation of chassis weight distribution	To be submitted separately	
	q) Product Catalogue	To be submitted separately	
	r) Accessories	List to be submitted	
3)	<b>Power Take Off:</b>		
	a) Make :	to be specified by the tenderer	
	b) Model:	to be specified by the tenderer	
	c) Type:	Split Shaft PTO with 2 outputs	
	d) Ratio:	to be specified by the tenderer	
	e) Total power distribution	Calculation to be submitted	
	f) Product Catalogue	To be submitted	
4)	<b>Vacuum pump:</b>		
	a) Make:	Jurop / Hibon / Robuschi	
	b) Model:	to be specified by the tenderer	
	c) Capacity:	min.4000m <sup>3</sup> /hr@ 50% Vacuum	
	d) Power Required & RPM:	to be specified by the tenderer	
	e) Cooling System:	In-Jet automatic cooling system/Forced / injection Air cooled	
	f) Lub. System:	Automatic Oil Lubrication	
	g) Pressure rating:	Min. 1 bar abs.	
	h) Pressure/Vacuum change over facility	To be provided	



	i) Drive	By Auxiliary Engine coupled directly to Vacuum pump by Wrap flex Close coupled Elastomeric Coupling  <b>( Engine make – Perkins/Cummins/Leyland or equivalent)</b>	
	j) Product Catalogue	To be submitted	
5)	<b>Hydraulic System:</b>		
	a) Pump- Make	Dowty / Boss / Equivalent	
	-Type	Gear type	
	- Capacity	Min. 22 LPM	
	-Pressure	Min. 200 bar	
	- drive	Driven through PTO	
	b) Tank Capacity:	Min 50 Ltrs. Overspill tank	
	c) Piping	Seamless metal pipes & high pressure flexible hoses	
	d) Door opening Hydraulic Cylinders		
	-Qty:	2 nos.	
	-Make:	to be specified by the tenderer	
	-Sizes:	to be specified by the tenderer	
	e) Tank tipping Hydraulic Cylinder		
	-Qty:	1 no.	
	-Type:	Telescopic	
	-Make:	to be specified by the tenderer	
	-Sizes:	to be specified by the tenderer	
	-Position:	In the middle of bottom of tank	
	f) Relief Valve:	to be specified by the tenderer	

	g) Safety Valve:	to be specified by the tenderer	
	h) Filters:	i) Strainer under filling cap ii) Return line filter	
	i) Hydraulic Oil:	Grade to be specified by the tenderer	
	j) Control Valve Bank	Joystick type	
	k) Door Locking Hydraulic Cylinders		
	-Qty:	4 Nos	
	-Make:	to be specified by the tenderer	
	-Sizes:	to be specified by the tenderer	
6)	<b>Tank:</b>		
	a) Capacity:	Saddle type tank with two compartment of Min. 9000 Ltrs. (Sludge) + 5000 Ltrs. (Fresh Water) capacity	
	b) Size:	to be specified by the tenderer (Length x dia)	
	c) Tank Wall Thickness:	Sludge Tank - Min. 5 mm Water Tank - Min. 3 mm	
	a) Material of construction of tank	S. S. 304 plate	
	b) Manhole with lid	At top of water tank	
	c) Staircase	To be provided near the manhole	
	d) Doubling reinforcement plate for door opening cylinder	To be provided on the sludge tank parallel to tank surface	
	e) Silt hopper	To be provided below rear dump door	
	f) Platform for open/close dump door	To be provided at rear end	
	g) Sludge & Water level indicators	To be provided	
	h) Hinge arrangement of tank	To be provided	
	i) Float valve inside tank	To be provided	

	m) Moisture trap & safety filter	To be provided	
	n) Vacuum relief valve & Pressure relief valve	To be provided	
	o) Filter cum silencer	To be provided	
	p) Emptying System:	i) Hydraulically operated Rear tipping arrangement ii) Tank tipping angle min.35° iii) Hydraulically operated rear door with proper sealing and locking iv) Dump door opening angle min.45°	
	q) Drain Valve :	To be provided	
	r) Water Isolation Valve:	To be provided	
	s) Suction cum drain Valves:	2 nos. of 100 mm dia. Lever operated Suction cum drain valve (Ball Valves) one at the bottom most position & another at about centre of the door.	
	t) Valves:		
	i) Inlet Valve:	6"/ 150 mm Dia. Manual lever operated Ball valve with 6" female Bauer fitting and black cap	
	ii) Outlet Valve:	4"/ 100 mm Dia. Manual lever operated Ball valve with 4" female Bauer fitting and black cap	
	iii) Decant Valve:	6"/ 150 mm Dia. Manual lever operated Ball valve with an internal 4" dia. Dewatering tube 10" from the top of the tank.	
7)	<b>Control system</b>		
	a) Box with locking arrangement for control panel at left at rear end.	To be provided	

	b) Accelerator operation	To be provided at rear end in the control panel & shall be actuated pneumatically/ electrically.	
	c) Control panel	Consist of vacuum / pressure gauges, hydraulic & pneumatic levers/electric switches	
	d) Hour meter	To be provided	
8)	<b>Suction Hose :</b>	i) Four sets of heavy duty PVC grey Suction hoses with quick type couplings (Length of each hose-3 mtrs.). ii) One suction steel pipe of 125 mm dia. and 1 mtrs. long with quick coupling at one end with each machine.	
9)	<b>Jetting Pump:</b>		
	a) Make:	Pratissoli or Equivalent	
	b) Model:	to be specified by the tenderer	
	c) Capacity	Min.260 LPM	
	d) Pressure Rating	Min. 150 bar	
	e) Power Required & RPM:	to be specified by the tenderer	
	f) Lub. System:	Automatic lubrication	
	g) Relief valve	To be provided	
	h) Drive for Pump	Driven through PTO	
	i) Product Catalogue	To be submitted	
10)	<b>Jetting Hose</b>		
	a) Make:	to be specified by the tenderer	
	b)Type	Thermoplastic	
	c)Size	32 mm	
	d)Length	120 Mtrs	
	e) Max. Pressure	Min. 200 Bar	
11)	<b>Hose Reel</b>	Hydraulically Driven	

12)	<b>Jetting Nozzles</b>	Each Machine shall be supplied with 1. Round Head Nozzle - 1 no. 2. Conical Head Nozzle - 1 no.	
13)	<b>Derrick Arm / Hy. Boom / Suction Hose Reel</b>		
	a) Design	To be specified- Derrick Arm / Hy. Syphon Boom /Suction hose reel	
	b)b) Suction Hose	Size-Ø 150 mm	
	c)c) Detailed specifications of offered boom design	To be submitted separately	
	d) Storage over rear near side	To be provided	
14)	<b>Lighting arrangement at rear for dumping</b>	To be provided	
15)	<b>Iot Machine Monitoring System</b>	To be provided	
	Industrial IoT	to be specified by the tenderer	
	Pressure transmitters/ Sensors	To be provided	
	Level Sensors	To be provided	
	Encoder to sense the length of the jetting hose getting unwound inside the chamber.	To be provided	
	Flow meter :	To be provided	
	Fuel Sensor in Fuel Tank	To be provided	
	GPS Tracker	To be provided	
	CCTV camera	To be provided	
	PLC	To be provided	
16)	<b>Weights:</b>		
	a) Chassis Tare Weight including Driver's cabin:	to be specified by the tenderer	

	b) Weight of Suction machine:	to be specified by the tenderer	
	c) Total Tare Weight a) + b)	to be specified by the tenderer	
17)	<b>Any Other Particulars:</b>	To be furnished by the tenderer.	

### B. DATASHEET – IOT MACHINE MONITORING SYSTEM

Sr. No	Description	Technical Details	
		MCGM's requirements	Offered by tenderer
<b>1)</b>	<b>IOT Machine Monitoring System</b>		
	Industrial IoT	to be specified by the tenderer	
	Pressure transmitters/ Sensors	To be provided	
	Level Sensors	To be provided	
	Encoder to sense the length of the jetting hose getting unwound inside the chamber.	To be provided	
	Flow meter :	To be provided	
	Fuel Sensor in Fuel Tank	To be provided	
	GPS Tracker	To be provided	
	CCTV camera	To be provided	
	PLC	To be provided	
	CPU technology	Intel Quark X1020	
	System memory	DDR3-SDRAM, 1GB	
	<b>Communication interfaces</b>		
	Serial interfaces	2x COM ports (RS 232, RS 485)	
	USB port	1x USB 2.0, 1x USB client	
	Industrial Ethernet Interface	2 x Ethernet (RJ45), 100MBPS	
	Free Slots and for what	1x Arduino, 1x mPCIe	
	Hard drive	1x microSD card slot	

	EMC	Interference immunity against Static electricity, EMI, Voltage surges, magnetic fields, etc	
	Monitoring functions	Watchdog, Status LEDs	
	Degree and class of protection	IP20	
	Power supply	24V DC	
	Operating temperature	0-50deg C	
	Standards, Approvals and Certificates	CE, UL, cULus, KC, EMC	
	Dimensions (w x h x d) mm	144x 90x 53	
<b>2)</b>	<b>Radar(non-contact) level Sensor (same for both suction and jetting Tanks)</b>		
	Measuring range - Distance	8 m	
	Process temperature	-40 ... 60 °C	
	Process pressure	-1 ... 3 bar	
	Accuracy	± 5 mm / ± 0.2"	
	Frequency	80 GHz	
	Beam angle	8°	
	Materials, wetted parts	PVDF	
	Threaded connection	G1½ / G1, 1½ NPT / 1 NPT, R1½ / R1	
	Seal material	FKM	
	Protection rating	IP66/IP68 (3 bar), Type 6P	
	Output	4 ... 20 mA	
	Ambient temperature	-40 ... 60 °C	
	Sensor Adjustment/Calibration	Smartphone / Tablet / PC via Bluetooth	
	Bluetooth range	25mtrs	
	Bluetooth standard	Bluetooth 5.0	
	Operating Voltage	12 to 35V DC	
	Conformance to standards	UL, cUL, CE	
<b>3)</b>	<b>4 inch Colour Touch Panel</b>		
	Design of display	TFT widescreen display, LED backlighting	
	Screen diagonal	4.3in	
	Resolution (pixels)	480 X 272	

	MTBF backlighting	20,000 h ( dimmable )	
	operation	Touch Screen	
	Power	4VDC, 3W, 125mA	
	Processor type	ARM	
	Memory	Flash, RAM ( usable 10MB)	
	Clock	Hardware/Software/Retentive/Synchronous	
	Interfaces	Industrial Ethernet , USB(upto 16GB)	
	Protocols	PROFINET, Modbus, Ethernet IP	
	Protocols ( Ethernet)	TCP/IP, DHCP,SNMP, DCP, LLDP	
	Dimensions	141x 116x 33 ( HxWxD)mm	
	Ambient Temperature	0-50degC	
	EMC	Limit Class A	
	Standard/Approval/Certificates	CE,cULus, RCM, KC,GL, ABS, DNV, LRS, BV	
	Wt	360g	
	Class of Protection	IP65(front) / IP20(rear)	
<b>4)</b>	<b>PLC</b>		
	Mounting	Standard DIN rail	
	Power supply	24V DC,710mA, 20W	
	Memory		
	Type	DDR ( Flash / RAM )	
	Size	30KB, Program memory	
	Micro memory card	yes, card optional	
	CPU processing time		
	Bit	150 ns; / instruction	
	Word	1.2 µs; / instruction	
	Onboard I/O's	36 Digital inputs / 24 Digital Outputs	
	Interfaces	PROFINET - 1, RS 485 - 1	
	Configuration Programming language	LAD, STL, FBD	
	Dimensions	100x 175x 81 ( HxWxD)mm	
	Ambient Temperature	0-55degC	



	EMC	Interference immunity against Static electricity, EMI, Voltage surges, magnetic fields, etc	
	Standard/Approval/Certificates	CE,cULus, RCM, KC,GL, ABS, DNV, LRS, BV	
	Relative Humidity	95%	
	Wt	528.2g	
	Class of Protection	IP20	
<b>5)</b>	<b>Pressure Transmitters</b>		
		<b>For Suction</b>	<b>For Jetting</b>
	Product Designation	Absolute Pressure Transmitter	Guage Pressure Transmitter
	Net Wt	0.2Kg	0.2Kg
	Measuring principle	piezo-resistive	piezo-resistive
	Measuring Range	0 to 1.6Bar(absolute )	0-250Bar ( Relative)
	Output Signal range	4 ... 20 mA	4 ... 20 mA
	Ambient temperature during operation	-25 °C...+85 °C	-25 °C...+85 °C
	Relative humidity with condensation (maximum)	100%	100%
	IP rating	IP67	IP67
	Standard for EMC	EN 61326-1, EN 61326-2, EN 61326-3	EN 61326-1, EN 61326-2, EN 61326-3
	Nominal size( process connection )	1/2"-14 NPT	1/4"-18 NPT
	Process connection & Housing Material	SS 316L	SS 316L
	Flush Diaphragm material of the measuring membrane &Seperation	ceramic (Al2O3)	SS 446
	Electrical Connection technology	2- wire	2- wire
	Supply Voltage, Nominal	24V DC	24V DC
	Certificates / Approvals	GOST-R, CE, UL, ACS-France, BV, LR, ABS, DNV.	GOST-R, CE, UL, ACS-France, BV, LR, ABS, DNV.
<b>6)</b>	<b>Electromagnetic Flow Meter for inlet of high pressure Jetting hose pipe.</b>		
	Size	3 inch	
	Process liquid	Recyled Sewage Water	

	Power Supply	24V DC	
	Electronics Transmitter	Weather proof ( IP67 )	
	MOC Electronics Enclosure	Aluminium Die Cast	
	Electrical Connection	M20 *1.5 F	
	Output signal	4-20mA / RS485(Modbus RTU)	
	Transmitter Location	Integral (Local)	
	Ambient Temperature	50deg C	
	Accuracy	(+/-)0.5% FSD	
	Flow Tube Protection Class	IP67 (In Case of Integral)	
	Process Connection	Flanged	
	MOC Flange	MS	
	MOC Coil Housing	MS	
	Flow Tube Lining Material	PFA	
	Flange Standard and Ratings	ANSI 150 B16.5	
	MOC Flow Tube	SS304	
	MOC Electrode	SS316L	
	Flow Range	9.05 to 108.57 m <sup>3</sup> /hr @ Velocity 0.5 to 6 m/s	
	Max flow rate Approx	350LPM	
	Display	Intergral	

Please attach extra sheet, if required.

**Notes:**

1) Equivalent means the characteristics of the unit shall be at par or higher as compared to the makes / brands specified in the Tender.

2) European/American make products manufactured in their plants in India will be accepted.

**Tenderer's signature & office stamp**

**Trading under the name & style of**

#### 4) SCHEDULE OF QUANTITIES & RATES

**Sub:**Supply, Operation & Comprehensive Maintenance of 03 Nos. of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) for the section of Dy. Chief Eng.(O&M)S.W.D.

Sr. No.	Description	Qty.	Rate (Rs.)	Total Amount (Rs.)
1.	Design, fabrication, installation, testing, supply & commissioning of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) on suitable 28 Ton GVW vehicle chassis as per tender specifications inclusive of all taxes, duties etc.	04 Nos	XXXX	XXXX
2.	Operation & maintenance of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) for 1'st year as per specifications. = 4 m/c. x 300 shifts (of 8 hrs. each for 12 months) = 1200 Shifts	1200 Shifts	XXXX	XXXX
3.	Operation & maintenance of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) for 2'nd year as per specifications. = 4 m/c. x 300 shifts (of 8 hrs. each for 12 months) = 1200 Shifts	1200 Shifts	XXXX	XXXX
4.	Operation & maintenance of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) for 3'rd year as per specifications. = 4 m/c. x 300 shifts (of 8 hrs. each for 12 months) = 1200 Shifts	1200 Shifts	XXXX	XXXX

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

**Tenderer's signature & office stamp**

**Trading under the name & style of**

## TENDER DETAILS

<b>1) E.M.D.</b>	Rs. As per tender notice.
<b>2) Eligibility criteria</b>	<p><b>A) <u>Technical Capacity:</u></b></p> <p>a) The Bidder shall be manufacturer of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine/ Vehicle mounted sewer / storm water drain cleaning recycler machine or the authorized dealer of the above said manufacturer. If the bidder is authorized dealer of the manufacturer, he shall submit the letter of Authorization from the manufacturer as per the Proforma format given in tender document. The Bidder or manufacturer should have supplied Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer /storm water drain cleaning recycler machine on outright sale in last 07 years to any Municipal body / Govt. / Semi Govt. Authority in India. The bidder shall submit the satisfactory performance certificates of the same from the user.</p> <p><b>I) For Supply:</b></p> <p>The Bidder should have successfully completed the work of supply of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer / storm water drain cleaning recycler machine in MCGM /Semi Govt. / Govt. / Public Sector Organization in India during last seven (7) years ending last day of month previous to the due date as a prime Contractor</p> <p>1) Three similar completed works each of value not less than value equal to Rs. 2.84 Cr.</p> <p style="text-align: center;"><b>OR</b></p> <p>2) Two similar completed works each of value not less than value equal to Rs. 3.55 Cr.</p> <p style="text-align: center;"><b>OR</b></p> <p>3) One similar completed works each of value not less than value equal to Rs. 5.68 Cr.</p> <p>The Bidder shall submit the certificate of satisfactory supply of said work from the user Department of MCGM / Semi Govt. / Govt. / Public sector organization, failing which their offer shall be treated as non-responsive and their Packet "C" shall not be opened. 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.</p>

**AND**

**II) Services of Operation and Maintenance**

The Bidder should have successfully completed the work of "Operation and Maintenance of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer / storm water drain cleaning recycler machine in MCGM /Semi Govt. / Govt. / Public Sector Organization during last seven (7) years ending last day of month previous to the due date as a prime contractor of

1) Three similar completed works each of value not less than value equal to Rs. 1.75 Cr.

**OR**

2) Two similar completed works each of value not less than value equal to Rs. 2.19 Cr.

**OR**

3) One similar completed works each of value not less than value equal to Rs. 3.49 Cr.

The Bidder shall submit the certificate of satisfactory execution of said work from the user

Department of MCGM / Semi Govt. / Govt. / Public sector organization, failing which their offer shall be treated as non-responsive and their Packet "C" shall not be opened. 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 tender.

b) If demanded, the bidder shall arrange for demonstration of the vehicle as per tender specified capacity equipment's and IOT Cloud Platform for monitoring all Key performance indices in the presence of at least two Municipal Engineers at their own expenses, before opening of Packet "C" within 15 days of intimation by the Department. Failing to comply this, the offer shall be treated as non-responsive and the corresponding Packet "C" will not be opened.

**C) Financial Capacity:**

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to or minimum Rs. 6.88 Cr for Bid for last 3 financial years. To ascertain this, tenderer(s) shall furnish /upload the financial

		<p>statement (Audited balance sheet) duly certified by Chartered Accountant. The turnover can be enhanced by 10% every year to bring the present level.</p> <p><b>C) Similar Experience:</b></p> <p><b>For Supply</b></p> <p>Similar work shall mean the completed or ongoing works of supply of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer / storm water drain cleaning recycler machine.</p> <p><b>For O &amp; M</b></p> <p>Similar work shall mean the completed or ongoing works of O&amp;M of Vehicle mounted High Flow Jetting Cum Suction machine (Super Sucker) machine / Vehicle mounted sewer/ storm water drain cleaning machine like recycler machine.</p> <p>Municipal Commissioner of Greater Mumbai reserves right to accept any bid and annul the bidding process and/or reject all the bids at any time prior to award of the contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.</p>
3)	<b>Contract Period</b>	<p><b>C. Supply</b> – Within 8 months from delivery of Chassis.</p> <p><b>B. Services of Operation</b>- 36 Months or 3600 whichever is later</p>
4)	<b>Validity</b>	180 days
5)	<b>Valid Bank Solvency</b>	Rs. 8.00 lakhs

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

Office of the DMC CPD,  
Central Purchase Department,  
566, N.M.Joshi Marg, Byculla, Mumbai-400 011.

No. DyChE/ CPD/ 2025 / dt. 01/09/2021

**CIRULAR**

**Sub:** Formation of Grievance Redressal Committee (GRC)  
to address grievances from bidders.

**Ref.:** MGC/F/4961 dated 09/08/2021.

Hon. M.C.'s accorded sanction under reference to form Grievance Redressal Committee (GRC) to address grievances from the bidders regarding responsiveness/ non-responsiveness in Packets 'A', 'B' or 'C' in all the tenders. Therefore, all HOD's are requested to incorporate following condition in all the tenders;

**Grievance Redressal Committee (GRC)**

1. *If a Bidder is not satisfied with the decision of responsiveness/ non responsiveness in Packets 'A', 'B' or 'C', by the concerned HOD, he may appeal to D.M.C. (C.P.D.) by paying fee of Rs. 25,000/-.*
2. *D.M.C. (C.P.D.) will assign the work of co-ordination of various activities and administration work of G.C.R. to nominated Registrar – Shri. Uday B. Mande.*
3. *The Committee for hearing grievances and passing orders will be constituted as follows:*
  - (a) *The Committee will comprise of D.M.C. / Director / Jt.M.C. of tender inviting department and D.M.C. / Director / Jt.M.C. of the department for which tender is being invited.*

*For example, if tender is invited by C.P.D. dept, for K.E.M. Hospital then the Committee will be of DMC(CPD) and DMC (PH).*

- (b) *In case the tender inviting department and department for which tender is being invited are same then the concerned DMC/ Director/ Jt.M.C. of the same department and DMC(CPD) will be the members of the Committee.*

*For example, if tender is invited by Dean (KEM) for KEM Hospital then the Committee will be DMC (PH) and DMC(CPD).*

*In tabular format:*

<b>Tender inviting Department</b>	<b>Work belonging Department</b>
<i>DMC(CPD) or DMC /Director / Jt.M.C. of concerned Department.</i>	<i>Concerned DMC / Director/ Jt.M.C.</i>

4. *In case the work is pertaining to various departments then concerned DMC / Director/ Jt.M.C. having major contribution of work will be one of the member of the Committee.*
5. *The Committee will hear the grievances of bidder within 30 days on receipt of bidder's application and will pass an order within 45 days.*
6. *If Bidder is not satisfied with the decision of the above Committee, he may appeal to the concerned Addl. Municipal Commissioner of Tender Inviting Department. The Addl. Municipal Commissioner will hear the case within 45 days from the date of receipt of application for second appeal from the bidder and will pass the order within 60 days.*

Sd/- 27.07.2021  
Dy ChE (Civil) CPD

sd/- 27.07.2021  
D.M.C. (C.P.D.)

Sd/- 30.07.2021  
A.M.C. (WS)

sd/- 06.08.2021  
Hon,ble M. C.

The above circular approved by Hon,ble MC is submitted for necessary action please.

  
01/09/2021  
Dy ChE (CPD) Civil



## बृहन्मुंबई महानगरपालिका

### परिपत्रक

प्र.ले./वित्त/प्रकल्प/ 25 दि. 12/07/2022

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

संदर्भ: १) प्र.ले./वित्त/प्रकल्प/शहर/३३ दि.०४.०३.२०१७

२) प्र.ले./वित्त/प्रकल्प/शहर/१२०अ दि.०८.०५.२०१७

३) प्र.ले./वित्त/प्रकल्प/शहर/८ दि.१४.०७.२०१७

४) प्र.ले./वित्त/प्रकल्प/शहर/२८ दि.१०.११.२०१७

५) Press Release: 47<sup>th</sup> Meeting of the GST Council, Chandigarh  
28<sup>th</sup> and 29<sup>th</sup> June, 2022.

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

वस्तु व सेवाकरांच्या दरात फेरबदल करण्याबाबत शासन विचाराधीन असल्याने महानगरपालिकेतील विविध कामांच्या निविदांबाबत संभाव्य निविदाकार महापालिकेस निवेदन सादर करत आहेत. अतएव, महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध प्रकल्प कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये संदर्भित क्र.५ अन्वये दिलेल्या वस्तु व सेवा कराच्या अनुषंगाने अंतभूत करावयाच्या अटीमध्ये खालीलप्रमाणे बदल करण्यात येत आहे.

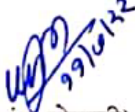
विद्यमान अट	सुधारित अट
<p>“GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes &amp; Duties.</p> <p>Wherever the services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

उपरोक्त सुधारीत अट ही ज्या कामांच्या ई-निविदा/निविदा/दरपत्रक दस्तऐवज यामध्ये समाविष्ट केलेली असेल फक्त त्याच कामांकरिता लागू असेल.

अतएव, प्राप्त होणारे देकार प्रचलित वस्तु व सेवा करांच्या दरानुसार प्राप्त होणार असल्याने, सध्या ज्या ई-निविदा/निविदा/दरपत्रक मागविलेल्या आहेत अशा निविदांमध्ये

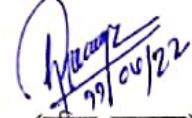
नियत दिनांकापूर्वी शुद्धीपत्रकाद्वारे उपरोक्त सुधारीत अट समाविष्ट करण्याबाबत तसेच यापुढे मागविण्यात येणाऱ्या ई-निविदा/निविदा/दरपत्रक यांमध्ये उपरोक्त सुधारीत अट समाविष्ट करण्याची संबंधित खातेप्रमुख यांनी दक्षता घ्यावी. तसेच वस्तु व सेवा कराच्या दरातील बदल हा शासन निर्णयामधील दिनांकापासुन प्रभाव्य राहिल.

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

 ११/०६/२२

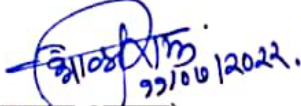
(पांडुरंग गोसावी)

प्रमुख लेखापाल (पा.पु.म.नि.)

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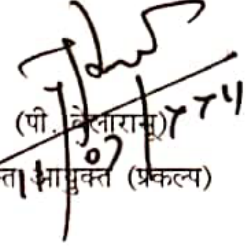
(प्रदिप पडवळ)

प्रमुख लेखापाल (वित्त) प्र.

 ११/०६/२०२२.

(रामदास आक्हाड)

उप आयुक्त (वित्त)

 ११/०६/२२

(पी. देवारास)

अतिरिक्त आयुक्त (प्रकल्प)



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

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

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

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

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

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

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

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



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

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

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

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

### 13.e Arbitration and Jurisdiction

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

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

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



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

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

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

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

Sd/-22.08.2019  
Dir. (E.S. & P.)

Sd/-29.08.2019  
A.M.C. (P)

Sd/-06.09.2019  
M.C.

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

**Copy to :**

Asstt. Comm. A to T Ward / City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / H. E. / Ch.Eng. (WSP) /Ch.Eng.(S.P.) / Ch.Eng.(M&E) / Ch.Eng. (BM) / Ch.Eng.(Vig) / Ch.Eng. (M&E) / Ch.Eng.(D.P.)/Ch.Eng.(SWD) / Ch.Eng.(SWM) / Ch.Eng.(CTIRC)/Ch.Eng. (Coastal Roads) / Dv. Ch.Eng.(HIC) / Dv.Ch.Eng.(SIC) / Supdt. of Gardens / CA (F) / CA (WSSD)/ CA (CPD)

Forwarded for information and necessary action please.

9c  
Director (E. S. & P.)