



BRIHANMUMBAI MUNICIPAL CORPORATION

BID DOCUMENT

e-TENDER

Bid No.:- 7200038546

Name of Work: ME-01:Beautification Works of Footpaths, Central Median Dividers and Traffic Islands etc. in M-East ward under Mumbai Beautification Project

Website: www.portal.mcgm.gov.in/tenders

Office of the

**Assistant Commissioner M-East Ward Office, M-East Ward Office Building,
Madhukar Tukaram Kadam Marg, Deonar Municipal Colony, Govandi (W),
Mumbai-400043.**

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SECTION - 1

e-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

**Office of
Assistant Commissioner M-East Ward**

No. AC/ME/AE (maint)/2604 dtd. 21.10.2022

e-TENDER NOTICE

Name of Work : ME-01: Beautification Works of Footpaths, Central Median Dividers and Traffic Island etc. in M-East ward under Mumbai Beautification Project

Bid no:- 7200038546

The Brihanmumbai Municipal Corporation (BMC) invites percentage rate e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' Act 2013 , the contractors registered with the Brihanmumbai Municipal Corporation, (BMC) ***in new Class I (C) and above as per New Registration Rules 2015 & 2016 (Excluding those who are black-listed or against whom FIR have been filed) and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months time period from the date of issue of work order failing which a penalty of 0.1% of contract cost OR Rs. 10,000/- whichever is more will be recovered/deducted from the contractors payment / bill by the department.***

Bidding Process will comprise of THREE stages.

The application form can be downloaded from BMC's portal (<http://portal.mcgm.gov.in>) on payment of **Rs.10,400/- + GST** The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process.

- 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, Bakari Adda, and 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 center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

Name and Location of Work	Contract Period	Total Estimated Cost (Rs.)
Bid no:- ME-01 ME-01:Beautification Works of Foothpaths, Central Median Dividers and Traffic Islands etc. in M-East ward under Mumbai Beautification Project	Three (03) Months (Including Monsoon)	Rs.10,50,76,082.21/-

In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of **Rs 10,50,761.00/- (Ten Lakhs Fifty Thousand Seven Hundred and Sixty One rupees Only(the “EMD”)**, refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on BMC portal (<http://portal.mcgm.gov.in>) as mentioned in the Header Data of the tender.

As per THREE e-Packet systems, the document fore-Packet A & B is to be uploaded by the bidder in vendor(s) document online in e-Packet A& B. e-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 Assistant Commissioner M-East Ward Office, M-East Ward Office Building, Madhukar Tukaram Kadam Marg, Deonar Municipal Colony, Govandi (W), Mumbai-400043.

The e-Packet C shall be opened if bid sub Project in e-Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.

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

The Applicants interested for the above referred works may contact the Assistant Commissioner M-East Ward at the following address on any working day during office hours.

Office of the: Assistant Commissioner M-East Ward Office, M-East Ward Office Building, Madhukar Tukaram Kadam Marg, Deonar Municipal Colony, Govandi (W), Mumbai-400043.

The applicants may wish to visit the site under reference located in M-East Ward can collect the information of the present status from the department who have invited the bids.

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

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

Sd/- Dt 21.10.2022

Assistant Commissioner (M-East Ward)

HEADER DATA

Tender Document No.	Bid No. 7200038546
Name of Organization	Brihanmumbai Municipal Corporation
Subject	ME-01: Beautification Works of Foothpaths, Central Median Dividers and Traffic Island etc. in M-East ward under Mumbai Beautification Project
Cost of Tender	Rs. 10,400/- +GST
Cost of E-Tender (Estimated Cost)	Rs.10,50,76,082.21/-
Bid Security Deposit/EMD	Rs 10,50,761.00/-
Pre-Bid Meeting	NA
Date of Issue and sale of Tender	22.10.2022 from 11:00 Hrs.
Last date & time for sale of tender & Receipt of Bid Security Deposit /EMD	02.11.2022 upto 12:00 Hrs.
Submission of e-Packet A, B & e-Packet C Online& Receipt of Bid security deposit.	02.11.2022 upto 16:00 Hrs.
Opening of e-Packet A	03.11.2022 after 11:00 Hrs in office of Asst. Commissioner M-East Ward
Opening of e-Packet B	03.11.2022 after 11:01 Hrs in office of Asst. Commissioner M-East Ward
Opening of e-Packet C	05.11.2022 after 15:00 Hrs. in office of Asst. Commissioner M-East Ward
Address for Communication	Office of the Assistant Commissioner M-East , M East Ward Office Building, Madhukar Tukaram Kadam Marg, Deonar Municipal Colony, Govandi (w), Mumbai-400043.
Venue for opening of Bid	Online in Assistant Commissioner M-East Ward's Office.

This tender document is not transferable.

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

Sd/- Dt 21.10.2022

Assistant Commissioner M-East Ward.

SECTION - 2
ELIGIBILITY CRITERIA

Portal Copy

- **Eligibility of Applicants**

The Brihanmumbai Municipal Corporation (BMC) invites percentage rate e-tender to appoint Contractor for the aforementioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' Act 2013 , the contractors registered with the Brihanmumbai Municipal Corporation (BMC) ***New Class I(C) and above as per New Registration Rules 2015 & 2016***(Excluding those who are black-listed or against whom FIR have been filed) and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months time period from the date of issue of work order failing which a penalty of 0.1% of contract cost OR Rs. 10,000/- whichever is more will be recovered/deducted from the contractor's payment / bill by the department. The contractor, who fails to get registered with BMC, shall not be considered for BMC work in future in that discipline.

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

1.1 Technical Capacity

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

a) Three similar completed works each of value not less than the value equal to (20%)of estimated cost of tender

OR

b)Two similar completed works each of value not less than the value equal to (25%)of estimated cost of tender

OR

c) One similar completed work of value equal and or not less than the (40%)of estimated cost of tender

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

1.2 Financial Capacity

Achieved an average annual financial turnover as certified by 'Chartered Accountant' (in all classes of civil engineering construction works only) equal to **30% of the estimated cost of work in last Five (5) financial years** immediately preceding the Financial Year in which bids

are invited.

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

1.3 Similar Experience :-

- 1) **For assessing the technical capacity of Regular, Routine and Maintenance works; Similar work shall mean, the completed work in the completed or on-going works of civil, mechanical & electrical and horticulture development work carried out in recreation ground/ play ground/ garden/wet lands.**
- 2) **The bidders should also submit minimum 10 no. of photographs of such works duly certified by an officer not below the rank of Executive Engineer of the concerned organization.**

1.4 BID CAPACITY:

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

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

Where,

A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last (05) five years (updated to the price level of the Financial year in which bids are received at a rate of 10% per year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Project/Works, including monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year)

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

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

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

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

1.5. Equipment Capabilities as required for this work

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

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

1.6. Technical Personnel

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

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

- **General Guidelines for Fixing Requirement of Technical Staff**

Cost of Work (Rs. In Crore)	Requirement of Technical Staff		Minimum Experience (years)	Designation
	Qualification	Number		
More than 100	i) Graduate Engineer (Major Component)	1	20	Project Manager in Major Discipline of Engineering
	ii) Graduate Engineer	2+1	12	Deputy Project Manager in Major Discipline of Engineering
	iii) Graduate Engineer or Diploma Engineer	4	5	Project/Site Engineer
		2	10	
	iv) Graduate Engineer	1+1	8	Quality Engineer
	v) Diploma Engineer	1	8	Surveyor
vi) Graduate Engineer	1+1	6	Project Planning /Billing Engineer	
More than 50 to 100	i) Graduate Engineer	1	20	Project Manager

	ii) Graduate Engineer	1+1	12	Deputy Project Manager
	iii) Graduate Engineer or Diploma Engineer	2+1	5 or 10	Project/Site Engineer
	iv) Graduate Engineer	1	8	Quality Engineer
	v) Diploma Engineer	1	8	Surveyor
	vi) Graduate Engineer	1+1	6	Project Planning /Billing Engineer
More than 20 to 50	i) Graduate Engineer	1	20	Project Manager
	ii) Graduate Engineer or Diploma Engineer	1+1	5 or 10	Project/Site Engineer
	iii) Graduate Engineer	1	8	Quality Engineer
	iv) Diploma Engineer	1	8	Surveyor
	v) Graduate Engineer	1+1	6	Project Planning /Billing Engineer

Notes: (1) “Cost of work”, in table above, shall mean the agreement amount of the work.

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

Sr. No.	Qualification	Experience (Years)	Rate of Recovery
1	Project Manager with Degree	20	Rs.60000/- p.m.
2	Deputy Project Manager with Degree	12	Rs.40000/- p.m.
3	Project/Site Engineer (Degree/Diploma)	5 or 10 respectively	Rs.25000/- p.m.
4	Quality Graduate Engineer	8	Rs.25000/- p.m.
5	Surveyor	8	Rs.15000/- p.m.
6	Project Planning /Billing Engineer	6	Rs.20000/- p.m.

- 1) Nothing extra need to be added while preparing market rate justified amount of the work if stipulation is made as per above recommended scale of technical staff.
- 2) Requirement of technical staff and their experience can be varied depending upon cost and complexity of the work by competent authority i.e. Ward Executive Engineer with recorded reasons.
- 3) The failure in providing experienced technical and /professional ability personnel and even ignoring the instruction of the Engineer-in-charge shall be linked to penalization.

Such disobeying attitude of the contractor shall also be reported to Vigilance/Registration & Monitoring department.

• **General Guidelines for Fixing Requirement of Technical Staff**

Cost of Work (Rs. In Crore)	Requirement of Technical Staff (Major+Minor Component)		Minimum Experience (years)	Designation
	Qualification	Number		
10 to 20	i) Project Manager with degree in corresponding discipline of Engineering	1	10	Principle Technical Representative
	ii) Graduate Engineer	1	5	Technical Representative
	iii) Graduate Engineer or Diploma Engineer	2	2	Project/Site Engineer and Project Planning /Billing Engineer.
More than 5 to 10	i) Graduate Engineer	1	5	Principle Technical Representative
	ii) Graduate Engineer or Diploma Engineer	2	2	Project/Site Engineer.
		2	5	Billing Engineer
More than 1.5 to 5	i) Graduate Engineer	1	5	Principle Technical Representative
	ii) Graduate Engineer or Diploma Engineer	2	2	Project/Site Engineer.
		2	5	Billing Engineer
Upto 1.5	ii) Graduate Engineer	1	2	Principle Technical Representative
	or Diploma Engineer	1	5	Project/Site Engineer/ Billing Engineer

Notes:

- 1) "Cost of work", in table above, shall mean the agreement amount of the work.
- 2) Rate of recovery in case of non-compliance of the clause be stipulated at following rates:-

Sr.No.	Qualification	Experience (Years)	Rate of Recovery
1	Project Manager with Degree	10	Rs.30000/- p.m.
2	Graduate Engineer	5	Rs.25000/- p.m.
3	Graduate Engineer	2	Rs.15000/- p.m.
4	Diploma Engineer	5	Rs.15000/- p.m.

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

- 4) Requirement of technical staff and their experience can be varied depending upon cost and complexity of the work by competent authority i.e. Ward Executive Engineer with recorded reasons.

SECTION - 3
DISCLAIMER

DISCLAIMER

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

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

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

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

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

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

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

SECTION - 4

INTRODUCTION

INTRODUCTION

1. Background:

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

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

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

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

Scope of Work:

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

The name and scope of work is as below:

Name of the Work: - ME-01: Beautification Works of Footpaths, Central Median Dividers and Traffic Islands etc. in M-East ward under Mumbai Beautification Project

All civil works related to Landscaping such as Pergolas, gazebos, sculptures etc and horticulture, Repairs and rehabilitation of SWD, repairs to roadside drains, Remodeling of SWD system, Restoration and remodeling of footpaths, Beautification of footpaths by stamp concreting, lighting, elegant pots, creative street furniture, Beautification of road dividers, Beautification of Traffic Islands, Beautification of walls by paintings, Beautification by mural paintings and sculptures etc. in M-East Ward.

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

- i) The above is general description of the scope of work and actual work mentioned above shall be governed by B.O.Q. and as directed by the Engineer.**
- ii) The successful bidder shall appoint architect having one years experience or consultant having two years experience in landscape projects as mentioned in point no.1 of section 6 of this tender.**

iii) Applicable schedules Unified Schedule of Rates effective from year 2018.

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 BMC in throughout the tendering process for successful implementation.

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

(1) 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/BMC”

- a) 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 BMC Portal. There are two methods for this registration :(II and III)
- b) Transfer from R3 (registered contractors with BMC) to SRM
 - a) Contractors already registered with BMC 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) BMC 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.
- c) Online Self Registration (Temporary registration for applicant not registered with BMC)
 - a) Vendor fills up Self Registration form via accessing BMC 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.
- d) 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 E-Packet A related and E-Packet B related Documents in E-Packet A and E-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 their 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 E-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.
- 10) Applicants to check the bid, digitally signs & save and submit his Bid Invitation.
- 11) Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.
- 12) Please note that "Hold" action do not submit the Bid.
- 13) Applicants will receive confirmation once the Bid is submitted.
- 14) Bid creator (BMC) starts Bid Opening for E-Packet A after reaching End Date and Time and Bid Evaluation process starts.

As per Three E-Packet system, the document for E-Packet A & B are to be uploaded by the tenderer in 'Vendor's document' online in E-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 e-Packet 'A' instead of paying the EMD at any of the CFC centers in BMC Ward Offices.

The e-tender is available on BMC portal, <http://portal.mcgm.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 e-Packet 'A', e-Packet 'B' & e-Packet 'C' of the tenderer will be opened as per the time-table shown in the Header Data in the office of **Assistant Commissioner (M-East Ward)**.

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the

tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the BMC Portal (<http://portal.mcgm.gov.in>).

SECTION - 6
INSTRUCTIONS TO
APPLICANTS

1) APPOINTMENT OF ARCHITECT/CONSULTANT FOR WORK UNDER MUMBAI BEAUTIFICATION PROJECTS:-

The successful bidder shall appoint Architect having minimum one year experience or Consultant having minimum two years experience in landscaping, art painting beautification of footpath etc. within 3 days from the date of issue of work order. The decision of Ward Executive Engineer M East ward in appointment of Architect or Consultant will be binding on the successful bidder. The cost of appointment of Architect or Consultant shall be borne by the successful bidder.

2) TIME PERIOD OF THE PROJECT:

Entire project should be completed and delivered within **Three (03) months** of time from the date of award. The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor. On failing to do so, the Contractor shall pay as compensation an amount which shall be governed as per Clause - 8(e) of Standard General Conditions of Contract.

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

¼ of the working	..	¼ of the time
½ of the working	..	½ of the time
¾ of the working	..	¾ of the time
Full of the working	..	Full of the time

Full work will be completed in 3 months including monsoon.

The above Programme is indicative and need to be worked out for every project for major activities) with respect to parameters such as preliminary works, arrangement of labours and machineries, procurement and transportation of materials etc. The Ward Executive Engineer shall approve the phasewise programmer of the project in the Tender Document.

The programme for completion of work shall be a part of the Contract Document in the form of Bar Chart / Gantt chart. The Contractor is supposed to carry out the work and keep the progress as per Bar Chart/GANTT Chart. The Contractor shall complete the work as per the Schedule given in the Contract and the programme submitted by the Contractor.

3) 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.

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

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

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

- a) To rescind the contract (for which recession notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of BMC.
- b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- c) To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.
- d) In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him

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

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

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of BMC/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of BMC and the same consequences shall ensue 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) To implement Mumbai beautification Project in time bound manner, in case, the L1 bidder becomes non responsive or withdraws the bid or he is unwilling to extend the bid validity period, in such circumstances, L2 bidder agreed to the same percentage quoted by the L1 bidder and to extend the bid validity period and ready to deposits the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the BMC will process further with L2 bidder as per normal procedure.**

➤ **SUBMISSION OF TENDERS**

e-PACKET-A

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

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

- a) Valid Registration Certificate.
- b) Valid Bank Solvency Certificate of Minimum Solvency amount as governed by Registration Rules in force for respective Class of Contractor for Civil and M&E works.
- c) A document in support of Registration under GST Act 2017. Those who have not registered shall submit an undertaking to the effect that if they become successful tenderer, they shall submit GST Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.
- d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- e) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- f) The bidders shall categorically provide their Email-ID in e-Packet 'A'.
- g) Scanned copy of details of online payment of EMD shall be uploaded.

NOTE:

- i) If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- ii) If it is found that the tenderer has not submitted required documents in e-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 **two working days** otherwise they will be treated as non-responsive.

e-PACKET – B

The e-Packet ‘B’ shall contain scanned certified copies of the following documents –

- a) The list of similar type of works as stated in para ‘A’ of Post qualification successfully completed during the last Seven years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed proforma (**Proforma – I**) shall be supported by the certificate duly self-attested. Documents stating that it has successfully completed during the last seven years at least one contract of similar works as stated in para ‘A’ of Post qualification.
- b) Average annual financial turnover as certified by ‘Chartered Accountant’ (in all classes of civil engineering construction works only) equal to 30% of the estimated cost of work in last Five(5) financial years immediately preceding the Financial Year in which bids are invited.(Performa – II)
- c) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, **of the minimum 15% of the cost of the work tendered for**, net of the tenderers commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as a evidence).
- d) The bidder shall give undertaking on Rs 500/- stamp paper that it is his/their sole responsibility to arrange the required equipment/machineries either owned/on lease or hire basis, at site before start of the work.
- e) Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
- f) Statement showing assessed available Bid Capacity:-
- g) The undertaking of Rs.500/- stamp paper as per the proforma annexed in ‘Annexure B & C’
- h) Audited Balance Sheets for last Five (05) Financial Years
- i) The tenderers shall upload work plan as per the following outline:
 - 1) GANTT Chart/PERT/ CPM/ Bar chart showing the completion of work within prescribed time period, considering major activities.
 - 2) Organizational set up envisaged by the contractors.

- 3) Plant & equipment proposed to be deployed for this work.
- 4) Site Offices and Laboratories proposed to be setup.
- 5) A note on how the whole work will be carried out (work plan including methodology).
- 6) Quality management plan.
- 7) All the activities included in the Scope of Work shall be covered in the workplan.
- 8) Corrigendum /Addendum, if any.
- 9) Information on Litigation History (Proforma VIII) in which the tenderer is involved – Proforma as below

Other Party (ies)	Employer	Cause of Dispute	Amount involved.	Remarks showing Present Status.
1	2	3	4	5

Note:

- 1) The Electrical / Mechanical work shall be got carried out by the civil contractors through the contractors registered with BMC in Electrical Category. Information about the registered contractors shall be obtained from the office of the Ch.E. (M&E)/ E.E. (Monitoring & Registration Cell). Attested scanned copy of the valid registration certificate in Electrical Category shall be uploaded with the tender along with the undertaking from the registered Electrical Contractor stating his willingness to carry out the tenderwork.
- 2) The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
- 3) The successful bidder shall submit valid registration certificate under E.P.F. &M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.
- 4) If it is found that the tenderer has not submitted required documents in e-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.

e-PACKET – C

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

Note: -

- **1) In case of rebate/premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Asst. Commissioner M-East Ward.**
- **2) The rate analysis should be Submitted by the tenderer through only e-mail within a time period of Three working days (as specified in the demand notification). Non-Submission of rate analysis due to failure of system, any other reasons is not acceptable.**
- **3) The format for rate analysis is annexed at AnnexureD.**

BID SECURITY OR EMD

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
- The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centre in BMC Ward Offices.
- Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
- The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
- The Bid Security/ EMD of L-3 and bidder shall be refunded immediately after opening of financial bid but, the EMD/ASD submitted by the L-2 bidder will be returned after obtaining Standing Committee Resolution.
- **The Bid Security may be forfeited:**
 - a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and/or
 - ii. Furnish the required Security Deposits.
 1. The cases wherein if the shortfalls are not complied by a 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.
 2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Note:

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

a. Non-submission of following documents,

i. Valid Registration Certificate

ii. Valid Bank Solvency

iii. Goods Service Tax Certificate (GST)

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.**

II. 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) **Non-Submission of Rate Analysis within three days of opening of e-Packet-C.**
- d) **Wrong calculation of Bid capacity.**
- e) **No proper submission of experience certificates and other documents, etc.**

Portal Copy

BID VALIDITY

- **Bids shall remain valid for a period of not less than one eighty (180) days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.**
- In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

DEFECT LIABILITY PERIOD

- The Contractor is expected to carry out the construction work in Workmen like manner so as to meet the requirement and specification for the project. It is 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 deficit. 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, inadequate or faulty drainage system, inadequate or faulty ventilation, cooling or heating systems, inadequate fire systems etc. The defects could be various on accounts of different reasons for variety of the projects.
- The Engineering Incharge/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 with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the 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 Incharge/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:

Dept	Type of Works	DLP
Roads/ Bridge	For cement concrete road/Mastic works	5 years
	Asphalt work	3 years
	Paver Block	3 years
	Structural work	5 years
	General works	5 years
BM/SIC/HIC	General works	3 years
	Structural works	5 years
	Waterproofing works	5 years
Ward Works	All ward level works	2 years
Other Works	Pot holes and pre-monsoon bad patch repair work	1 year
For other departments	HE, WSP, SP, SWD, Garden	3 years

- 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 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

A. Security Deposit

The security deposit shall mean and comprise of

- I. Contract Deposit and
- II. Retention Money.

I. Contract Deposit – The successful tender, here after referred to as the contractor shall pay an amount equal to **two (2) percent** of the contract sum shall be paid within thirty days from the date of issue of letter of acceptance.

II. Retention Money – The contractor shall pay the retention money an amount equal to **Five (5) percent** of the Contract Sum which will be recovered from the contractors every bill i.e. interim / running / final bill. The clause of retention money will not be applicable M. & E. Department.

(Clause amended/to be read as per Circular No. MDD/9945 dated 17.03.2017)

B. Additional Security Deposit

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

Additional security deposit = $(X/100) * \text{office estimated cost}$,

Where X=percentage rebate quoted above 12%

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

C. Performance Guarantee

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

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

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

The PG shall be paid in one the following forms :-

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

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

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

All B.G. in lieu of performance guarantee, contract deposit and against retention money will not be accepted in broken period and same will be one complete for entire DLP period (revalidated one month prior to every two years) or till finalization of final bill or settlement of accounts of work by the Tenderer in all respect whichever is later. The B.G. for performance guarantee will be accepted on contract cost of part B only. As per tender DLP is only for part B, hence a single B.G. for performance guarantee up to DLP period will be insisted. B.G. in broken period will not be accepted.

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

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

Refund of Contract Deposit

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

i. Refund of Retention Money

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

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

Payment of the above mentioned 50% is exclusive of the amounts to be withheld as stated in

and that amount shall be paid as per condition stated therein.

ii. **Refund of Additional Security Deposit**

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

iii. **Refund of Performance Guarantee**

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

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

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

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

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

	Deposits refunded after completion	After completion of DLP
Civil Work and M&E work	50% of RM	CD+ PG+50% RM

*Note:

- a) It shall be clearly mentioned that the BG shall be applicable for individual work/contract and clubbing of various contracts of the said contractor will not be allowed. In case of obtaining Bank Guarantee, it is necessary to mention that the same shall be valid further 6 months from the completion of defect liability period/ warranty period.
- b) It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period in the tender & in case of its expiry it will attract penalization.
- c) Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai upto Virar & Kalyan. List of approved Banks is appended at the end of Instructions to Bidders

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

E. Legal + Stationary Charges: (As per applicable Circular)

Successful tender shall pay the Legal Charges +Stationary charges as per Circular issued by Legal Department u/no. 26006 dated 22/07/2022.

Sr. No.	Nature of documents	Legal + Stationery Charges (in Rs.)
	Legal Charges on Contract Agreement/Contract Value	
1	Rs.10,001 to Rs.50,000/-	Nil
2	Rs.50,001/- to Rs.1,00,000/-	6290/-
3	Rs.1,00,001/- to Rs.3,00,000/-	10,380/-
4	Rs.3,00,001/- to Rs.5,00,000/-	12,470/-
5	Rs.5,00,001 to Rs.10,00,000/-	14,510/-
6	Rs.10,00,001 to Rs.20,00,000/-	16,570/-
7	Rs.20,00,001 to Rs.40,00,000/-	18,660
8	Rs.40,00,001 to Rs.1,00,00,000/-	20,720
9	Rs.1,00,00,001 to Rs.10,00,00,000/-	24,450/-
10	Rs.10,00,00,001/- to Rs.20,00,00,000/-	28,220/-

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.

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

(i)	Where the amount or value set forth in such contract does not exceed rupees Ten lakhs	Five Hundred rupees stamp duty
(ii)	Where it exceeds rupees Ten lakhs	Five Hundred rupees plus one hundred rupees for every 1,00,000/- or part thereof, above rupees ten lakh subject to the maximum of

		rupees twenty five lakh stamp duty.
(iii)	B.G.	0.5% of B.G. amount

- II. The successful bidder shall enter into a contract agreement with M.C.G.M. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- III. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favor of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.
- IV. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

IMPORTANT DIRECTIONS

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

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

- 2. Applicants/Bidders shall refer portal.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 **ac.meast@mcgm.gov.in** The subject shall clearly bear the following identification/ title: "Queries/ Request for Additional Information “**Beautification Works of Footpaths, Central Median Dividers and Traffic Islands etc. in M-East ward under Mumbai Beautification Project in M-East Ward under Mumbai Beautification Project**” any changes in email ID will be intimated on the portal.

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

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

Executive.

The bidder shall need to submit the additional ASD if applicable within 7 days after receipt of notification issued by concerned **Asstt. Commissioner (M-East Ward)**.

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

- As per circular CA/F/Project/17 of 06.09.19“Chapter XXI-Miscellaneous, Section 171(1) of GST Act, 2017 governs the “Anti Profiteering Measures” (AFM). As per the provision of this section, “Any reduction in Page 48 rate of tax on any supply of goods or services or the benefit o input tax credit shall be passed on to the recipient by way of commensurate reduction in prices”. Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced tax rate or additional Input tax credit, to BMC. Further, all the provision of GST Act will be applicable to the tender.”
- As per MGC/F/7867 dt 12/10/15 All excavated & surplus material on site will be disposed by next of transportation or as directed by Site in charge on the cost of contractor. No additional / separate payment will be done to contractor.
- As per circular MGC/F/7076 dt 30/08/18 It is directed to dispose of construction and demolition waste material by following due procedure in accordance with the provision of the Construction and Demolition Waste Management Rules-2016.
- As per circular U/No.MGC/F/6342 dated 5.5.2018, Barricading shall be provided free of cost as per Circular vide u/no. MGC/F/6342 dated 5.5.2018 and as per Annexure I, II and III of Standard drawings and specifications with slogans and department wise colour codes.”
- As per circular no. CA/FRT/623 dt 8/10/12 The party of second part shall duly observe & comply with all the provisions of law, rules & regulations referred by government / Municipal Corporation or any other competent authority applicable to the said tender work & the activity being conducted therein. Also, as per the circular CA/FRI/12 dtd. 21/06/12, 1% amount of labour cess will be recovered.
- As per circular MGC/F/6565 dated 25.09.2018 The bidder shall disclose the Litigation History in Packet ‘B’ under the heads “Details of Litigation History”. If there is no Litigation History, the bidder shall specifically mention that there is no Litigation History against him as per the clause of Litigation History.

SECTION - 7

SCOPE OF WORK

SCOPE OF WORK

Bid no:- ME -01

Name of the Work: ME-01:Beautification of Footpaths, Central Median Dividers, Traffic Island etc. in M-East Ward under Mumbai Beautification Project

Scope of the work:-All civil works related to Landscaping such as Pergolas, gazebos, sculptures etc and horticulture, Repairs and rehabilitation of SWD, repairs to roadside drains, Remodeling of SWD system, Restoration and remodeling of footpaths, Beautification of footpaths by stamp concreting, lighting, elegant pots, creative street furniture, Beautification of road dividers, Beautification of Traffic Islands , Beautification of walls by paintings, Beautification by mural paintings and sculptures etc.

The Tenderer / Contractor shall note that this contract envisages following works in general:-G

1. All civil works related to Landscaping such as Pergolas, gazebos, sculptures etc and horticulture.
2. Repairs and rehabilitation of SWD, repairs to roadside drains, Remodeling of SWD system,
3. Restoration and remodeling of footpaths Beautification of footpaths by stamp concreting, lighting, elegant pots, creative street furniture.
4. Beautification of Traffic Islands and dividers.
5. Beautification of walls by paintings.
6. Beautification of bridges, subway and area below Bridges.
7. Beautification by street lighting/subway lighting/bridge lighting.

Sr.no.	Work No	Name Of Work
1	1	Beautification of T-Junction under flyover and garden, Mankurd in beat no. 143, 'M/East' Ward.
2	2	Beautification below Mankurd Station Bridge Subway in beat no.142, M-East Ward
3	3	Beautification of Area below W. T. Patil Bridge, near Borba devi chowk, in beat no.144 in M/East Ward.
4	4	Beautification of Traffic Island at junction of W. T. Patil Marg & Deonar Village Road in Beat no.144 in M/East Ward.
5	5	Beautification of Karmveer Dadasaheb Gaikwad Udyan (Traffic Island) at Deonar Municipal Colony, in Beat no.141 in M/East Ward.
6	6	Beautification of Footpath in stencil Concrete near GMLR at Various Location inM/East Ward.
7	7	Beautification of Footpath in stencil Concrete at 90 feet PMGP Road from GMLR junction to Nalla in M/East Ward.

8	8	Improvement of Footpath from Borba devi Garden to Jai Santoshi Paper and Steel Mart Shop in M/East Ward.
9	9	Improvement of Footpath at C. G. Gidwani Marg LHS from Panjarpol junction toilet block to Vani apartment in beat no.146 in M/East Ward.
10	10	Improvement of Footpath at W. T. Patil Marg LHS from Bank of Maharashtra to Adani office in beat no.144 in M/East Ward.
11	11	Improvement of LHS Footpath below freeway bridge in stencil Concrete at P. L. Lokhande Marg in M/East Ward.
12	12	Beautification of Central Median divider at Lallubhai Compound Road and Providing and applying Yellow & Black Road marking paint in Beat no.141 in 'M/East Ward'
13	13	Beautification of Central Median divider at i) Mankhurd Station Road, ii) V. N. Purav Marg from R. K. Chowk to Balaji Mandir Junction in Beat no.144 in M/East Ward.
14	14	Beautification of Central Median divider at W. T. Patil Marg from Baorba devi Chowk to Panjarpol junction in beat no.144 in 'M/East' Ward.
15	15	Beautification of Central Median divider at 90 feet road, Shivaji nagar in M/East Ward.
16	16	Beautification of Central Median divider at 90 feet Road, PMGP Colony, Mankhurd in Beat no.142 in M/East Ward.
17	17	Beautification of Central Median divider at Indira Nagar, Mankhurd in beat no. 142 in 'M/East Ward'
18	18	Beautification of Central divider at Tata Nagar Road (Govandi Station Road) in Beat no. 140 in 'M/East Ward'
19	19	Beautification of Central Median divider at Indian Oil Nagar Junction in beat no.139, 'M/East' Ward.
20	20	Beautification of Walls by Artist in 3 D Painting at Indian Oil Nagar Junction in Beat no.139, M/East Ward.
21	21	Theme Painting of Compound wall of Mata Ramabai Garden and Shivaji nagar BMC School no.1 on GMLR in beat no. 138, M/East Ward.

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

- iv) The above is general description of the scope of work and actual work mentioned above shall be governed by B.O.Q. and as directed by the Engineer.
- v) Applicable schedules Unified Schedule of Rates effective from 20/06/2018.

Estimated cost of the work: - As per the Tender notice.

SECTION - 8

BILL OF QUANTITIES

BRIHANMUMBAI MAHANAGARPALIKA

Name of work :-

Beautification of footpath, Central Median Dividers, Traffic islands etc. in M/East Ward under Mumbai Beautification Project.

BILL OF QUANTITIES

Sr. No.	Item No.	Description	Total Qty.	Rate	Unit	Amount
1	CE4-18-96.1-FA10	P/F concrete benches	28.000	8201.00	Nos.	229,628.00
2	FAIR-3D-AWP-A	Artistic painting	124264.000	126.00	Sqft	15,657,264.00
3	FA-TR-2018-01	Providing and Fixing 100 MM x 600 MM ht.Cement Concrete Circular Bollards	30.000	1456.00	Nos.	43,680.00
4	FA-TR-2018-06	Providing and Fixing 120MM x 1200 MM ht.Cement Concrete Circular Bollards	15.000	2626.00	Nos.	39,390.00
5	FA-18-BCCT-03	P/I Mural of siporex stone	10.000	84960.00	Nos.	849,600.00
6	R2-CS-CW-1-a	PCC Nominal mix 1:1.5:3	149.200	7062.00	Cum	1,053,650.40
7	R2-CS-CW-1-b	PCC Nominal mix 1:2:4	145.100	6821.00	Cum	989,727.10
8	R2-CS-CW-2-b-1	M-20 grade PCC	74.990	8072.00	Cum	605,319.28
9	R2-CS-CW-2-b-2	P/L M-15 CC	106.930	7872.00	Cum	841,752.96
10	R2-CS-CW-31	Centering & Shuttering	152.360	774.00	Sqm	117,926.64
11	R2-CS-CW-35-b	P/F in position HYSD bars reinforcement	7.130	73279.00	MT	522,479.27
12	R2-CS-CW-3-a-1	P/L M-20 grade RMC	40.000	6963.00	Cum	278,520.00
13	R2-CS-CW-7-b	P/L RMC mix M-20 grade cement concrete	68.860	10518.00	Cum	724,269.48
14	R2-CS-CW-7-C	P/L M20 RMC concrete slab .etc.	31.820	11790.00	Cum	375,157.80
15	R2-CS-DD-1	Demolish Cement concrte etc...	89.550	1314.00	Cum	117,668.70
16	R2-CS-DD-14	Dismantling steel works in built up section	3040.000	3.00	Kg	9,120.00
17	R2-CS-DD-3	Demolishing of brick work	25.000	484.00	Cum	12,100.00
18	R2-CS-DD-54	Cutting down masonry work	77.520	531.00	Cum	41,163.12
19	R2-CS-DD-59	Removing & Refixing G.I. Pipe	250.000	192.00	Rmt	48,000.00
20	R2-CS-EW-1	Excavation for Earth etc..	1431.800	307.00	Cum	439,562.60
21	R2-CS-EW-11	Filling in plinths ,floors ,Trenches,	2.044	183.00	Cum	374.00
22	R2-CS-EW-12	Filling in plinth,flrs	100.250	1244.00	Cum	124,711.00

23	R2-CS-EW-25	P/L 150 mm thick dry stone rubble	1240.000	539.00	Sqm	668,360.00
24	R2-CS-EW-26	P/L Rubble soling	493.950	2231.00	Cum	1,102,002.45
25	R2-CS-EW-3	Excavation in earth etc	907.130	500.00	Cum	453,565.00
26	R2-CS-FL-01-K	8mm thk , rubyred jetblack granite	57.000	2275.00	Sqm	129,675.00
27	R2-CS-FL-21-u	Granite riser upto 300 mm	694.080	621.00	Rmt	431,023.68
28	R2-CS-FL-38-l	Granite treads upto 300 mm	707.120	797.00	Rmt	563,574.64
29	R2-CS-FL-40-u	P/F Polished natural stone 18 mm thk Ruby	310.000	621.00	Sqm	192,510.00
30	R2-CS-FL-50	P/F 20-25mm thk black granite	102.600	3636.00	Sqm	373,053.60
31	R2-CS-FL-51-A	Letter above upto 30 mm in any language	9500.000	33.00	Nos.	313,500.00
32	R2-CS-FL-51-B	Letter above 30 to 50 mm	9500.000	39.00	Nos.	370,500.00
33	R2-CS-FL-51-C	Border line upto 12mm thk	570.000	224.00	Rmt	127,680.00
34	R2-CS-MW-18	UCR masonry	74.000	4326.00	Cum	320,124.00
35	R2-CS-MW-22	Coursed Rubble Masonry	65.990	5149.00	Cum	339,782.51
36	R2-CS-MW-26-b	Stone work in plain ashlar in super structure	39.000	38891.00	Cum	1,516,749.00
37	R2-CS-MW-3-a	Brickwork with bricks of designation 3.5	31.850	7153.00	Cum	227,823.05
38	R2-CS-MW-4-a	Construction Brick masonry	65.650	7153.00	Cum	469,594.45
39	R2-CS-PL-16-a	P/A 20mm thick external sand faced plaster	25.000	571.00	Sqm	14,275.00
40	R2-CS-PL-16-b	P/A sand faced cement plaster	7.820	529.00	Sqm	4,136.78
41	R2-CS-PL-16-c	P/A 20 mm external plaster	150.000	518.00	Sqm	77,700.00
42	R2-CS-PN-10	P/A f waterproof acrylic paint	177.760	203.00	Sqm	36,085.28
43	R2-CS-PN-12-b	P/A Acrylic based Exterior paint	911.000	188.00	Sqm	171,268.00
44	R2-CS-PN-17-b	Lettering or numbering of 65mm to 75 mm	500.000	36.00	Nos	18,000.00
45	R2-CS-PN-27	rolled sections and MS Plates of grade Fe 250 100 x 65	180.000	1552.00	Sqm	279,360.00
46	R2-CS-RF-7-F-FAIR	Centering and shuttering For Slab	3000.000	483.00	sqm	1,449,000.00
47	R2-CS-RM-37	Removing dry or oilbound distemper	1091.000	14.00	Sqm	15,274.00
48	R2-CS-SL-13	P/F Decorative/Ornamental grills	6100.000	184.00	Kg.	1,122,400.00
49	R2-CS-SS-01	Providing, detailing, fabricating and fixing at desired location using hot	1.470	80088.00	MT	117,729.36
50	R2-CS-SS-02	Providing, detailing, composite	0.890	80216.00	MT	71,392.24
51	R2-CS-SS-04	Providing detailing composite for I beam	0.100	82427.00	MT	8,242.70
52	R2-CS-SS-15	Providing detailiing ornamental entrance gate	20.000	3740.00	Sqm	74,800.00
51	R2-GW-10-2	Pendanus Thornless (6 “ to 9 “ height excluding pollybag)	1300.000	69.00	Nos	89,700.00

52	R2-GW-10-31	Red Aglonema(6 “ to 9 “ height excluding pollybag)	1300.000	75.00	Nos	97,500.00
53	R2-GW-2-1-a-9	Planting lawn-laying carpet	430.000	207.00	Sqm	89,010.00
54	R2-GW-2-4-E	Planting of shrubs/ creeper/ climbers/ ground Covers on Prepared Ground excluding cost of plants	4248.500	40.00	Sqm	169,940.00
55	R2-GW-5-1	Bougainvillea pixie	600.000	58.00	Nos	34,800.00
56	R2-GW-5-101	Malfigiya	16200.000	23.00	Nos.	372,600.00
57	R2-GW-5-103	Maranta Zebrina 6 “ to 9 “ height excluding pollybag	1300.000	52.00	Nos.	67,600.00
58	R2-GW-5-114	Nerium oleander album White Kanher 6 “ to 9 “ height excluding pollybag	1300.000	23.00	Nos.	29,900.00
59	R2-GW-5-14	Bougainvillea blabra purple single flowers	4750.000	46.00	Nos.	218,500.00
60	R2-GW-5-145	Roheo discolor Rhoeo Nana 4" to 6" height excluding pollybag	1300.000	17.00	Nos	22,100.00
61	R2-GW-5-148	Schefflera 12” to 18 “ height excluding pollybag	1300.000	37.00	Nos	48,100.00
62	R2-GW-5-15	Bouganvillae lady mary	2950.000	52.00	Nos	153,400.00
63	R2-GW-5-154	Tradescantia fluminensis Trade Thin Strip 6 “ to 9 “ height excluding pollybag	1300.000	12.00	Nos	15,600.00
64	R2-GW-5-155	Spathiphyllum hybrid 6 “ to 9 “ height excluding pollybag	1300.000	23.00	Nos	29,900.00
65	R2-GW-5-159	Waddlea trilobata 6 “ to 9 “ height excluding pollybag	1300.000	12.00	Nos	15,600.00
66	R2-GW-5-160	Zebrina pendula 6 “ to 9 “ height excluding pollybag	1300.000	17.00	Nos	22,100.00
67	R2-GW-5-168	Alpinia speciosa 6 “ to 9 “ height excluding pollybag	1300.000	52.00	Nos	67,600.00
68	R2-GW-5-169	Caladium hortulanum 6 “ to 9 “ height excluding pollybag	1300.000	58.00	Nos	75,400.00
69	R2-GW-5-17	Bouganvillae red	3450.000	40.00	Nos	138,000.00
70	R2-GW-5-173	Chrysalidocarpus lutezens Plastic Pot 18” at top and plant height 2 ft. 6 “	50.000	460.00	Nos	23,000.00
71	R2-GW-5-179	Dieffenbachia Ceylon 6 “ to 9 “ height excluding pollybag	1300.000	40.00	Nos	52,000.00
72	R2-GW-5-185	Impatiens walleriana 6 “ to 9 “ height excluding pollybag	1300.000	52.00	Nos	67,600.00
73	R2-GW-5-19	Bougainvillea purviana sbhubhra white	4750.000	52.00	Nos.	247,000.00
74	R2-GW-5-199	Pink singonium 6 “ to 9 “ height excluding pollybag	1300.000	52.00	Nos	67,600.00
75	R2-GW-5-214	Song Of India 6 “ to 9 “ height excluding pollybag	1300.000	127.00	Nos	165,100.00
76	R2-GW-5-216	Cuphea Blue 6 “ to 9 “ height excluding pollybag	1300.000	17.00	Nos	22,100.00

77	R2-GW-5-22	Bouganvillea sp mix 6' to 9'	3000.000	48.00	Nos	144,000.00
78	R2-GW-5-322	Foxtail Palm 10ft to 12 ft	433.000	3220.00	Nos.	1,394,260.00
79	R2-GW-5-39	Chlorophytum comosum Spider Plant 6 " to 9 " height excluding pollybag	1300.000	23.00	Nos	29,900.00
80	R2-GW-5-44	Coleus 6 " to 9 " height excluding pollybag	1300.000	35.00	Nos	45,500.00
81	R2-GW-5-81	Ixora Yellow	3000.000	52.00	Nos	156,000.00
82	R2-GW-5-82	Ixora Pink	100.000	52.00	Nos.	5,200.00
83	R2-GW-5-83	Ixora Chinesis cv sunskit ixora nana 6" to 9" height excluding pollybag	5000.000	52.00	Nos	260,000.00
84	R2-GW-5-84	Ixora Red	100.000	37.00	Nos.	3,700.00
85	R2-GW-5-85	Ixora Singaporensis Orange ixora 6" to 9" height excluding pollybag	2100.000	58.00	Nos.	121,800.00
86	R2-GW-6-1	Excavation for Planting of Lawn/ Shrubs/ Creeper/ Climbers/ Ground Cover etc	3320.980	156.00	Sqm	518,072.88
87	R2-GW-7-1	Preparation of ground for planting of lawn/shrubs/ ground cover/ creeper/ climbers - Suply and Spreading of Red Hill Earth and Cow Dung Mannure in 2:1 Proportion up to 30 cm. Depth (excluding cost of Lawn/shrubs/ ground cover/ creeper/ climbers .)	6958.480	378.00	Sqm	2,630,305.44
88	R2-GW-7-11	Supply and spreading of red hill earth	1787.000	1283.00	Cum	2,292,721.00
89	R2-GW-7-3	Preperatory Tillage Practices for planting of lawn/ shrubs/ creepers/ climbers/ ground covers :- Mixing and leveling of Mixture of Red hill earth and cow dung manure , Watering for 30 days at every alternate day , weeding at every 10 days interval on prepaired ground till one month .(Excluding Cost of lawn/ shrubs/ creepers/ climbers/ ground covers) [Including cost of water]	4422.000	25.00	Sqm	110,550.00
90	R2-GW-7-4	Plantation For Lawn	820.980	179.00	Sqm	146,955.42
91	R2-RT-15-03-A	Removing dividers	2448.000	490.00	Rmt	1,199,520.00

92	R2-RT-15-04	P/F Parabolic dividers	995.000	6403.00	Rmt	6,370,985.00
93	R2-RT-15-14	fixing RCC dividers available	764.000	1351.00	Rmt	1,032,164.00
94	R2-RT-16-01	Providing, fabricating & fixing MS railing of 10mm gauge, 40mm x 40mm square pipe railing	319.400	7596.00	Rmt	2,426,162.40
95	R2-RT-16-12	Providing and Fabricating and Fixing M.S. Cement Concrete Circular Bollards	45.000	9344.00	Nos.	420,480.00
96	R2-RT-16-14	Circular Steel Bollards etc.	235.000	16062.00	Nos.	3,774,570.00
97	R2-RT-16-23	Providing, Fabricating, Erecting on site Mandatory Boards as per drawing no Mandatory Sign Drawing M1, Vertical pole	50.000	8743.00	Each	437,150.00
98	R2-RT-16-32	Providing and applying hot applied thermoplastic road marking	56.400	727.00	Rmt	41,002.80
99	R2-RW-4-05	Cement pointing to existing dividers	2510.000	20.00	Sqm	50,200.00
100	R2-RW-10-11	Cutting transverse joints	234.000	59.00	Rmt	13,806.00
101	R2-RW-10-12	Cutting Longitudinal joints	176.000	59.00	Rmt	10,384.00
102	R2-RW-10-13	Asphalt filler 12mm	3.600	352.00	Sqm	1,267.20
103	R2-RW-10-14	Thermocole for joints	26.650	76.00	sqm	2,025.40
104	R2-RW-10-15	HD Polythene pipe	120.000	31.00	each	3,720.00
105	R2-RW-10-16	Tie bars 12 mm	0.190	63226.00	MT	12,012.94
106	R2-RW-10-17	MS Dowel bar 32 mm	0.830	62904.00	MT	52,210.32
107	R2-RW-10-23	Joint sealing transverse joints	234.000	92.00	Rmt	21,528.00
108	R2-RW-10-24	Joint sealing Longitudinal joints	176.000	92.00	Rmt	16,192.00
109	R2-RW-10-29	P/L R.M.C. M-20 CC etc.	190.600	7055.00	cum	1,344,683.00
110	R2-RW-10-31	P/L DLC	118.800	4562.00	Cum	541,965.60
111	R2-RW-10-33	PQC M40	158.400	7968.00	Cum	1,262,131.20
112	R2-RW-10-37	Providing and fixing of the precast TREE GUARD KERB of M-20 C.C.	56.000	471.07	Rmt	26,379.92
113	R2-RW-10-46	Providing & fixing central median	714.000	1685.00	Rmt	1,203,090.00

114	R2-RW-10-47	P/F precast central median divider type C	560.000	4231.00	Rmt	2,369,360.00
115	R2-RW-10-48	Providing and fixing pre-cast Central Median divider Type NPD-1	188.000	5455.00	Rmt	1,025,540.00
116	R2-RW-10-50	P/F kerb stones of size 500mmx325mmx165mm including levelling of M-15 grade	686.100	1116.00	Rmt	765,687.60
117	R2-RW-10-51	Providing and fixing of Water Dished Channel size : 600 x 300 x 80mm, M-40 grade etc.	581.100	799.00	Rmt	464,298.90
118	R2-RW-10-54	Providing & fixing pre-cast	1856.000	3789.00	Rmt	7,032,384.00
119	R2-RW-10-60	P/F precast kerb stones of height 325mm	400.000	605.00	Rmt	242,000.00
120	R2-RW-10-63	Stencil Concrete	10538.570	436.00	Sqm	4,594,816.52
121	R2-RW-2-20	P/L Wetmix macadam etc..	189.300	2937.00	Cum	555,974.10
122	R2-RW-2-21	P/L Granular Sub Base etc..	272.200	2547.00	Cum	693,293.40
123	R2-RW-3-22	Removing of Paver Block	7806.900	157.00	Sqm	1,225,683.30
124	R2-RW-4-01	P/F Kerb stone	3845.000	605.00	Rmt	2,326,225.00
125	R2-RW-4-02	Removing and refixing Kerb stone	1537.000	351.00	Rmt	539,487.00
126	R2-RW-4-03	Removing existing kerb stones and carting away	211.250	32.00	Rmt	6,760.00
127	R2-RW-4-06	P/F Water Table	2700.000	462.00	Rmt	1,247,400.00
128	R2-RW-4-07	Removing & resetting water tables	1250.000	398.00	Rmt	497,500.00
129	R2-RW-6-05	Raising or lowering rectangular manholes	8.000	2297.00	Each	18,376.00
130	R2-RW-7-08	Breaking & removing existing cement concrete slab over culvert coping etc, by any means, complete as directed.	87.300	1315.00	Cum	114,799.50
131	R2-RW-7-17	Providing applying Yellow & Black road marking paint	1405.000	50.00	Rmt	70,250.00
132	R2-RW-7-18	P/A yellow & black road marking paint	6721.600	166.00	Sqm	1,115,785.60
133	R2-RW-7-32	P/P in position, levelling, fixing M 25 Grade R.C.C. pre-cast frame of size 1150 x 1150 x 150 mm	1322.100	2896.00	Cum	3,828,801.60
134	R2-RW-7-33	P/F RCC cover with frame	25.000	2235.00	Each	55,875.00

135	R2-RW-8-02	P/L 250 mm dia. R.C.C. hume pipes, etc.	33.000	640.00	Rmt	21,120.00
136	R2-SE-5-1-b	P/L 230 mm pipe	62.500	1113.00	Rmt	69,562.50
137	R2-SWD-17-A	P/L M:25 R.C.C.Slab and dhapas	288.000	16195.00	cum	4,664,160.00
138	R2-SWD-29	P/L RMC M-20 C.C	698.900	8469.00	cum	5,918,984.10
139	R2-SWD-35	Cutting down RCC work	28.820	1314.00	cum	37,869.48
140	R2-SWD-36	Cutting down RCC slab, walls	288.000	1588.00	cum	457,344.00
141	XGN-06-002-FA64	P/F SS Name plates	9.000	45795.00	Sqm	412,155.00
					Estimated amount	10,50,76,082.21
					Add: Physical Contingencies @ 4%	42,03,043.29
					Contract Sum	10,92,79,125.50
					Add: - Water charges @8%	87,42,330.04
					Add: - Sewerage charges @4%	43,71,165.02
					Add :- Supervision Charges @ 10%	1,09,27,912.55
						13,33,20,533.11
					Total Contract Cost	13,33,20,600.00

SECTION 9
GENERAL CONDITIONS OF
CONTRACT

General Conditions of Contract

1. Standard General Conditions of contract for Construction works 2016 is applicable (which is available on BMC portal ie www.mcgm.gov.in) .
2. All the conditions in G.C.C. shall stand modified in accordance with GST Act.
3. The last para of Clause 12g) i.e. “The contractor have to submit the each delayed bill” and the table below the para is deleted.
4. The janta Accident Policy is not required as per the circular u/no.Dir/E.S.&P/15/V dated 12.06.2018

Portal Copy

SECTION - 10
SPECIFICATIONS
&
SELECTION OF MATERIAL

SPECIFICATIONS & SELECTION OF MATERIAL

The tender is prepared on the basis of Unified Schedule of Rates and specifications 2018. The specifications of the items of USOR are available on BMC portal <http://portal.mcgm.gov.in> under the Tender tab. Hence the deserving contractor shall either download the same from BMC portal or the same may be collected in the soft copy format at the time of purchasing the tender from this office.

As regards the NON USOR electrical items, the detailed specifications are also mentioned here.

SELECTION OF MATERIAL

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

SECTION - 11

**FRAUD AND CORRUPT
PRACTICES**

FRAUD AND CORRUPT PRACTICES

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - **“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 anytime has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - **“fraudulent practice”** means misrepresentation or Project of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
 - **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
 - If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's

employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

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

For the purposes of this Sub-Clause:

- i. “Corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financer staff and employees of other organizations taking or reviewing procurement decisions.
- iii. “fraudulent practice” is any act or Project, 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 Financer investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- vii. acts intended to materially impede the exercise of the Financer’s inspection and audit rights provided.
- viii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or Project” 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
LIST OF APPROVED
BANKS

LIST OF APPROVED BANKS

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

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

List of approved Banks:-

A	SBI and its Subsidiary Banks
1	State Bank of India
2	State Bank of Bikaner & Jaipur
3	State Bank of Hyderabad
4	State Bank of Mysore
5	State bank of Patiyala
6	State Bank of Saurashtra
7	State Bank of Travancore
B	Nationalized Banks
8	Allahabad Bank
9	Andhra Bank
10	Bank of Baroda
11	Bank of India
12	Bank of Maharashtra
13	Central Bank of India
14	Dena Bank
15	Indian Bank
16	Indian Overseas Bank
17	Oriental Bank of Commerce
18	Punjab National Bank
19	Punjab & Sindh Bank
20	Syndicate Bank.
21	Union Bank of India
22	United Bank of India
23	UCO Bank
24	Vijaya Bank
24A	Corporation Bank
C	Scheduled Commercial Bank
25	Bank of Madura Ltd
26	Bank of Rajasthan Ltd
27	Banaras State Bank Ltd
28	Bharat Overseas bank
29	Catholic Syrian Bank Ltd
30	City Union bank Ltd
31	Development Credit Bank
32	Dhanalaxmi 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	Karur Vysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd
45	S.B.I. Corporation & Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
D	Scheduled Urban Co-op Banks
49	Abhyudaya Co-op Bank Ltd
50	Bassein Catholic Co-op Bank Ltd
51	Bharat Co-op Bank Ltd
52	Bombay Mercantile Co-op Bank Ltd
53	Cosmos Co-op Bank Ltd
54	Greater Mumbai Co-op Bank Ltd
55	Janata Sahakari 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 GSB 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 Vitthal Co-op Bank Ltd
64	Mahanagar Co-op Bank Ltd
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
E	Foreign Banks
67	ABM AMRO (NY) Bank
68	American Express Bank Ltd.
69	ANZ Grinlays Bank Ltd
70	Bank of America N.T. & S.A.
71	Bank of Tokyo Ltd
72	Bankindosuez
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

SECTION –13

APPENDIX

Portal Copy

FORM OF TENDER

To,
The Municipal Commissioner for Greater Mumbai
Sir,

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

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

1A. I/We

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

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

- 1B. I/We do hereby state and declare that I/We, whose names are given herein below in details with the addresses, have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with the establishment /firm or any other person, who have filled in the tender for the aforesaid work.”
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 _____)
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 5 below).
5. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

6. I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.
 - a. I/We fail to keep the tender open as aforesaid.
 - b. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
 - c. I/we do not commence the work on or before the date specified by the Engineer in his work order.
7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
8. I/We further agree that, I/we shall register ourselves as ‘Employer’ with the Bombay Iron and Steel Labour Board’ and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.
9. “I/We..... have failed in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.
10. “I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation,”

Address

Yours faithfully,

.....

Digital Signature of the Tenderer or the Firm

1.....

2.....

3.....

4.....

5.....

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

A/c No.

.....

1. Name of Bank

2.

3. Name of Branch

4.

5. Vendor No.

.....

Portal Copy

AGREEMENT FORM

Tender / Quotation

dated 20...

Standing Committee/Education Committee Resolution No.

CONTRACT FOR THE WORK

.....

.....

This agreement made this dayof Two thousand

..... Between

.....

.....

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

.....

in Bombay under the style and name of Messrs

.....

(Hereinafter called “the contractor of the one part and Shri

.....

the Director(E.S.&P.) (hereinafter called “the Commissioner” in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of Director (E,S.& P)of the second part and the 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
 - h) Standard General Conditions of Contracts (GCC)
 - i) All correspondence documents between bidder and BMC
- 3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.

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

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

Signed, Sealed and delivered by the contractors

In the presence of

Trading under the name and style of

Full Name

Address

Contractors

Signed by the Jt.M.C. in the presence of

Assistant Commissioner

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

1.

1.

2.

2.

And in the presence of the Municipal Secretary

Municipal Secretary

Annexure-A

Name of the Work	ME-01: “Beautification of footpaths, Central Median Divider and Traffic Islands etc. under Mumbai Beautification Project”
------------------	--

1.	Engineer for this Work	Ward Executive Engineer M-East Ward
		Asstt.Engineer (Maintenance) M-East Ward Sub Engineer Civil (Maintenance) M-East Ward

2.	Estimated Cost of Tender	Rs. 10,50,76,082.21/-
----	--------------------------	------------------------------

Sr.	Description of Work	Total Amount (Rs.)
a.	Civil Works	Rs. 10,50,76,082.21/-
	Total Amount	Rs. 10,50,76,082.21/-

3.	Earnest Money Deposit (1% of Estimated Cost)	Rs.10,50,761/-
----	---	-----------------------

4.	Time Period: -	
	Contract as a Whole Period Completion	Three (03) Months
	Part or Group of Items – Not Applicable	
	i.	Not Applicable

- a) Percentage to be charged as supervision charges for the work got executed through other means **15 percent**.
- b) The “Actual cost of the work” shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor's percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided in price variation clause as amended up to date.
- c) In case of item rate contracts, the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.
- d) In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

Annexure-B

PRE-CONTRACT INTEGRITY PACT

(On Rs. 500/- Stamp Paper)

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

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

highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

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

1. “fraudulent practice” means a misrepresentation or oProject 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, BMC is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declare that I will not claim any charge/damages/compensation for non availability of site for the contract work at any time.
6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge
7. I Indemnify Municipal Commissioner and the other officers of BMC or their agents for any Damages, Loss or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of _____ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/or as the case may be shall be paid immediately by me/company to the satisfaction of the BMC.
8. I indemnify BMC and all of its officers against the issues related with dumping sites and the disposal of desilted material as well as any accident/untoward event on site. Neither BMC staff shall be held responsible nor shall BMC be made party in any litigation.
- 9.

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

_____ inhabitants carrying on business at _____ in Mumbai under the style and name of M/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 AGREEMENT WITNESSES 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 _____

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.

(Clause amended/to be read as per Circular No. MDD/9945 dated 17.03.2017.)

Annexure –D

Rate Analysis

Item Description:

Sr	Description of Rate Analysis Parameters	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be inclusive of all taxes)				
2	Machinery Hire Charges				
3	Labour Type		(Labour Components)		
4	Total of all Components				
5	Overhead & Profit 15% on 4				
6	Total Rate (4+5)				
7	Per unit Rate				

Sign and seal of the Tenderer

:PROFORMA :

PROFORMA-I

The List of similar works as stated in 1.1 of Sect. 2 during last (7) Seven yrs

PROFORMA-I					
Sr.	Name of Project	Name of Employer	Stipulated date of Completion	Actual Date of Completion	Actual Cost of Work done
1	2	3	4	5	6

Note: (a) 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. (b) Works shall be grouped financial year-wise.

PROFORMA-II

Yearly Turnover of Civil Engineering Construction works during last three years.

PROFORMA-II					
Sr	Financia l Year	Annual Turnover of Civil Engineering works	Updated value to Current year	Average of last 3 years	Page No.
1					
2					
3					
TOTAL					

Note: The above figures shall tally with the Audited Balance Sheets uploaded by the tenderers duly certified by Chartered Accountant.

PROFORMA-III

Atleast Similar work, as stated in stated in 1.1 of Section 2 of Post Qualification.

PROFORMA-III							
Name of the project	Name of the Employer	Cost of the Project	Date of issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Actual cost of work done	Remarks explaining reasons for delay , if any
1	2	3	4	5	6	7	8

Note: Scanned Attested Copies of Completion/Performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.

PERSONNEL : PROFORMA-IV

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

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

MACHINERY : (For Special Work only)-

PROFORMA-V/A			
Sr.	Equipment	Number	Owned/Leased/Assured Access
1	2	3	4

PROFORMA-V/B			
Sr.	Equipment	Number	Owned
1	2	3	4

Note :The tenderers shall furnish/upload the requisite Scanned Attested documents of Ownership/lease of Machineries. The undertaking from the suppliers will not be accepted.

PROFORMA-VI/A:Details of Existing Commitments and Ongoing Works

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

Note: Scanned Attested Copies of Completion/Performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.

PROFORMA-VI/B: Details of works for which bids are already uploaded-

PROFORMA-VI/B						
Description of the Work	Place	Name & Address of the Employer	Value of Contract in Rs.	Time Period	Date on which decision is expected	Remarks
1	2	3	4	5	6	7

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

PROFORMA-VII : LITIGATION HISTORY

Other Party (ies)	Employer	Cause of Dispute	Amount involved.	Remarks showing Present Status.
1	2	3	4	5

Annexure –E

Barricading

It will be entirely responsibility of the contractor to provide and install secure barricades on work sites wherever necessary in consultation with Engineer-In charge; **wholly at his risk and cost.** Barricading for all works shall be as specified in circular u/no. MGC/F/6342 dated 5.5.2018. Tenderer(s) should take cognizance of the same while quoting the bid.

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

Portal Copy

Annexure –F

• **List of Approved Asphalt Plants:**

Tenderer(s) shall arrange to bring asphalt mixes from approved plants registered with BMC., during the execution of the work. **The valid list of approved asphalt plants at “the time of execution of works” to be obtained from the Dy.Ch.Engineer (Roads)City office.**

The Municipal Site Engineer to ensure the validity of registration certificate of asphalt plant and compliance of conditions laid down in the registration certificate issued to the asphalt plant owner` before receiving asphalt mixes.

• **List of approved manufacturer of interlocking paver blocks**

Tenderer shall arrange to bring Interlocking Paver Block from approved plants registered with BMC., during the execution of the work. **The valid list of approved paver blocks manufacturers plants at “the time of execution of works” to be obtained from the Dy.Ch.Engineer (Roads)City office.**

The Municipal Site Engineer to ensure the validity of registration certificate of paver block plant and compliance of conditions laid down in the registration certificate issued to the paver block plant owner before receiving paver blocks.

• **List of approved R.M.C. Plants**

Tenderer(s)hall arrange to bring RMC mixes from approved plants registered with BMC., during the execution of the work. **The valid list of approved R.M.C. plants at “the time of execution of works” to be obtained from the Dy.Ch.Engineer (Rds)E.S.'s office.**

The Municipal Site Engineer to ensure the validity of registration certificate of RMC plant and compliance of conditions laid down in the registration certificate issued to the RMC plant owner before receiving RMC mixes.

• **LIST OF THE APPROVED MANUFACTURERS FOR SUPPLYING M-35 GRADE PRECAST KERB STONES ANDWATER TABLES**

Sr. No.	Name & Address of the manufacturer	Location of RMC Plant/ Place of manufacturing
1.	M/s.Surface Road Constructions, D-30/004, Yogi Vaibhav CHS Ltd., Yogi Nagar, Eksar Road, Borivali (W), <u>MUMBAI – 400 091.</u> Ph.No.30903429/9821277744	Plot No.472, Opp. Text Tube Factory, Nr. Garuda Petrol Pump, Charkop Industrial Estate, Kandivili (W), MUMBAI – 400 091.
2.	M/s. Unity Infraprojects Ltd. 1252, Pushpanjali Apartment, 1st floor, Old Prabhadevi Road, Prabhadevi, <u>MUMBAI-400025.</u>	MMRDA Plot, Phase IV, Wadala Truck Terminal, Wadala, MUMBAI - 400 034.

3.	M/s. Magnum Const. C-107, Shyamkamal, Agarwal Market, Tejpal Road, Vile Parle (East), <u>MUMBAI- 400 057.</u>	Behind Diamond Ind. Estate, Ahead of Dahisar Toll Naka, Ketkipada, Dahisar (E), MUMBAI-
4.	Relcon Infraprojects Pvt. Ltd., 105/C, Shyam Kamal, 1 st floor, Agarwal Market, Vile Parle (East), <u>MUMBAI- 400 057.</u>	BEST Plot, Kandarpada, Dahisar (W), Mumbai,
5.	M/s. Shree Constructions, 8/44, Vineet Nagar, Cotton Green, <u>MUMBAI- 400 033.</u>	Tembhode village, New Panvel, Dist. Raigad

Note : The valid list at the time of execution of works can be obtained from the Dy.Ch.Eng. (Roads) E.S.'s office.

• LIST OF THE APPROVED MANUFACTURERS FOR SUPPLYING M-25 GRADE PRECAST FRAME & COVERS AND M 35 GRADE DIVIDERS (CENTRE MEDIAN)

Sr. No.	Name & Address of the manufacturer	Location of RMC Plant/ Place of manufacturing
1.	Relcon Infraprojects Pvt. Ltd., 105/C, Shyam Kamal, 1 st floor, Agarwal Market, Vile Parle (East), <u>MUMBAI- 400 057.</u>	BEST Plot, Kandarpada, Dahisar (W), Mumbai,
2.	M/s. Shree Constructions, 8/44, Vineet Nagar, Cotton Green, <u>MUMBAI- 400 033.</u>	Tembhode village, New Panvel, Dist. Raigad

Note : The valid list at the time of execution of works can be obtained from the Dy.Ch.Eng. (Roads) E.S.'s office.

• ~~LIST OF THE APPROVED MANUFACTURERS FOR SUPPLYING FRP / GRP FRAME & COVERS~~

Sr. No.	Name & Address of the manufacturer	Brand Name
1.	M/S Thermo Poly Products (I) Pvt Ltd, Ameza plaza, C-302, 3 rd floor, plot no-52, Sector-15, CBD belapur, New Mumbai-400614.	Thermodrain
2.	M/S Titan Enterprises, 44, Khanna Construction House, East wing 2 nd floor, above flora Chinese restaurant, AGK road, Worali, MUMBAI 400018.	Everplast

3.	M/S Parshwanath Concrete, Shop No. 5, Shivom Co Op Hsg Soc, Opp Greater Bombay Co Op Bank, Ratan Nagar, Borivali (E), Mumbai.	Parshaw
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Note : The validity of the list of approved manufacturers shall be confirmed from Dy.Ch.Eng. (SWD) PC.'s office at the time of execution of works.

Portal Copy

Annexure –G

Rates of testing fees and quantity of samples for tests as approved

Sr. No.	Description of test	Reference Standard	Rate in Rs. per test	Quantity of sample required
A AGGREGATES(COARSE & FINE)				
1	Sieve Analysis(dry)/ Fineness Modulus	IS 2386:Part I-1963 IS 383-1970, MORTH-4th Revision, 2001	200	20 Kg.
2	Silt Content		350	2 Kg.
3	Specific Gravity	IS 2386:Part III-1963	250	1 Kg.
4	Impact Test	IS 2386:Part IV- 1963, MORTH- 4th Revision 2001	350	10 Kg.
5	Crushing Value/10% Fine Value		400	10 Kg.
6	Los Angeles Abrasion Value		600	1 Kg.
7	Water absorption	IS 2386:Part III- 1963 4th Revision 2001	250	10 Kg.
8	Flakiness Index	IS 2386:Part I- 1963 4 th Revision 2001	250	10 Kg.
9	Elongation Index		250	10 Kg.
10	Combined Flakiness & Elongation Index		500	20 Kg.
11	Striping test	IS 6241-1971 (Reaffirmed 1998)	400	5 Kg.
12	Soundness(Per Test)	IS 2386 Part-V	1600	5 Kg.
B ASPHALT				
13	a)Asphalt Macadam/ Bituminous Macadam, Asphalt Mixes (Extraction & gradation)	IRC 27-1967	500	7 Kg. See Note-2
	b) Seal Coat (Extraction & Gradation)	Specification MORTH-2001	500	3 Kg. See Note-2
14	Binder Course (Extraction Gradation Density, Voids)	Specification	825	7 Kg. See Note-2
15	Asphalt Concrete/ Bituminous Concrete/ Dense Bituminous Concrete/Polymer Modified Binder (PMB)/ Crumb Rubber Modified Binder(CRMB) (Extraction, Gradation, Density, Voids, Flow Value, Marshall Stability.	IRC 29, MORTH 2001, IRC-SP-53-1999	1400	7 Kg. See Note-2
16	Mastic Asphalt (Extraction, Gradation, Hardness No)	IS 5317-1987 IS 1195-1978	700	2 specimen each of 10 cm dia or 10 cm square 2.5/thick cm.

17	Field density of Asphalt Mixes/Soil	IS 2720:Part 28 1974 (Reaffirmed 1995)	770.0 for first test 220.00 each addl. Test.	.
18	Specific Gravity of bitumen	IS 1202-1978	400	1 Kg. See Note-2
19	Penetration test of bitumen	IS 1203-1978	350	1 Kg. See Note-2
20	Softening test of bitumen	IS 1205-1978	550	1 Kg. See Note-2
21	Job Mix Formula for Asphaltic Mixes	Asphalt Institute Manual MS-2	6600	5 Kg. bitumen
22	Presence of Antistripping agent	CRRRI Specifications	300	1 Kg bitumen from Plant (sealed)
23	Effectiveness of Antistripping agent		500	1 Kg. in wide mouth bottle
24	Ductility test of bitumen	IS 1208-1978	500	1 kg.in wide mouth bottle
25	Flash Point & Fire Point	ASTM	330	1 kg.in wide mouth bottle
26	Loss on heating, Thin Flim Oven Test	IS-1212	500	1 kg.in wide mouth bottle
27	Elastic Recovery of half thread in Ductilometer at 15 ° C on PMB/CRMB	IRC:SP:53:2002	500	1 kg.in wide mouth bottle
C SOILS				
28	Specific Gravity	IS 2720:Part 3-1980	250	1 Kg.
29	Bulk density		175	2 Kg.
30	Void ratio(Density & Sp. Gravity)		250	2 Kg. See Note-10
31	Natural Moisture Content	IS 2720:Part-2 1973	150	2 Kg. See Note-9
32	Permeability (Variable or Constant head)	IS 2720-: Part 17-1986	170	2 Kg.
33	Liquid Limit	IS 2720-: Part 17-1985	250	10 Kg.
34	Plastic Limit		250	
35	Direct Shear Test	IS 2720: Part 13-1986	500	See Note-1
36	Unconfined Compressive Strength	IS 2720: Part 10-1991	500	See Note-1
37	Consolidation Test	IS 2720: Part 15-1980	600	See Note-10
38	Standard Proctor Test	IS 2720: Part 7-1980	700	20 Kg.
39	Modified Proctor Test	IS 2720: Part-8 1980	700	20 Kg.
Sr. No.	Description of test	Reference Standard	Rate in Rs.per test	Quantity of sample required

40	Laboratory C.B.R. Test	IS 2720: Part 16-1987	1200	25 Kg.
41	Dry Sieve Analysis	IS 2720: Part 15- 1980	200	25 Kg.
42	Wet Sieve Analysis		250	10 Kg.
43	Field C.B.R. Test	IS 2720:Part 31, 1990	770.00 for first test and Rs.330.00 for each addl.test	
44	Site visit for S.B.C.	----	700.00 for first pit and Rs.300.00 for each addl.pit	
D BUILDING MATERIALS				
CEMENT				
45	Cement (Initial & Final Setting time, Compressive Strength)	IS 269, IS 8112, IS 12269	975	5 Kg. See Note-6
46	Soundness of cement	IS 4031 (Part-III)-988	280	
BRICKS				
47	(a) Bricks (Set of Ten) (Compression Test, Absorption Test)	IS 1077-1986	650	10 Nos.
	(b) Autoclaved Cellular Concrete Blocks (Siporex) (i) Compression Test (ii) Density in oven dry condition	IS -6441(Part-V) IS-6441(Part-I)	300 200	3 Nos cube of 15 cm or 10 cm 3 Nos 100 mm x 200 mm x 50 mm
STEEL				
48	Steel bars (6 mm dia to 20 mm dia) (Area on Weight basis, Yield Stress/0.02% Proof Stress, Ultimate Tensile Strength % Elongation)	IS 432-1986 IS-1786-1985	600	60 cm. see Note 1 (c)7
49	Steel bars (above 20 mm dia) (Area on Weight basis, Yield Stress/0.02% Proof Stress, Ultimate Tensile Strength % Elongation)		800	60 cm. see Note 1 (c)7
CONCRETE				
50	Concrete Cube (Compressive Strength)	IS 456-2000, IS 516-1959	300	3 Nos. See Note 1(c)
51	Concrete Beam (Flexure Test) (10x10x50 Cm)	IS 456-2000, IS 516-1959	440	3 Nos. See Note 1(c)

52	Concrete Beam (Flexure Test) (15x15x70 Cm)		440	3 Nos. See Note 1(c)
TILES				
53	Tiles (Absorption Test)	IS 41237 IS-13801-1985	350	6 Nos. for each test
54	Tiles (Wet Transverse Strength Test)	IS-1237-1980 IS-13801-1993	350	6 Nos. for each tes
55	Tiles (Abrasion Test)	IS 13630 Part-12-1993	800	See Note No.14
WOOD				
56	Wood(Moisture content)	IS 287-1993 (Reaffirmed 1998) IS 11215-1991	300	See Note No.13
CORES				
57	C.C.Road Core (Compression Test)	IS 456-2000 IS11215-1991	1500.00 per core	----
58	C.C. Road core extraction Roc/ Concrete core cutting polishing		1500.00 per core	----
59	Rock/Concrete core cutting polishing		300.00 per core	Height shall be 2 times dia
R.C.C. COVERS				
60	R.C.C. Cover & Dhapa testing	IS 12592-Part-I 1998	300 Each	see Note No-17
R.C.C. PIPES(Hume Pipes)				
61	Hume pipe testing (a) Upto 600 mm dia (b) Above 600 to 900 mm dia (c) Above 900 mm dia	IS 3597-1998 (Reaffirmed 2001), IS 458-1988	1400.00 per pipe 1600.00 per pipe 1800.00 per pipe	See Note No.18
CONCRETE PAVING BLOCKS				
62	Paver Blocks (As per Road Dept., requirement) (a) Compressive test (b) Water absorption test (c) Flexure test (d)Tensile Splitting test	BS 6717-1993 ASTM C936 IS 1237 BS 6717-2001	300 350 330 330	3 Nos. 3 Nos. 3 Nos. 3 Nos.
63	Paver Blocks (As per Road Dept., requirement) (a) Water absorption test (b) Compressive test (c) Flexure test (d)Tensile Splitting test (e) Abrasion Test (Dry or wet condition)	IS-15658	350 800 800 800 800	3 Nos. 8 Nos. 8 Nos. 8 Nos. 8 Nos. (see Note No.19)
OTHER CHARGES				

64	Duplicate additional copy of test report not older than 5 years		25.00 per copy	
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Note: The aforesaid Testing charges are as per Circular issued by Ch.E (Vig) U/no.Ch.E(V)/42/B dtd 07/04/2012. The notes mentioned are as per circular. The rates may vary as per circular issued in this regard by Ch.E(Vig) of M.C.G.M. from time to time

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SECTION -14
SPECIAL DIRECTIONS TO
TENDERER

SPECIAL DIRECTIONS TO THE TENDERER

15.1 BMC shall not be responsible for providing the sites for dumping ground and in the event dumping ground is not able to be made available by BMC, the bidder shall have to arrange own dumping arrangement for which no any cost will be paid by BMC. Nevertheless, BMC reserves its rights to use surplus excavated materials for its own use anywhere in BMC limits.

15.2 i) All material required for the work can be stacked near the site of work in such manner so as not to cause any inconvenience to the pedestrian and vehicular traffic. If no space is available on site then tenderer shall make his own arrangement for stacking of material etc. No extra payment will be made on this account.

ii) The surplus excavated material from the site shall be removed free of cost to the Municipal dumping ground within 24 hours, as directed. The necessary tipping charges at the dumping ground, as applicable, shall be borne by the contractor.

iii) The royalty charges in respect of excavated material shall be paid by the contractors to the collector as and when asked for.

iv) The contractor should note that during the execution of the work, debris etc. dumped on the public streets/places will have to be removed immediately after completion of the work as per direction of the Engineer, failing which the same will be got removed at their risk and cost.

v) The policy's circulars are issued by BMC from time to time related to various clauses/conditions of bid documents shall remained applicable. The BMC reserves the right of its applicability for the particular work.

15.3 (A) Removal of Excavated Material All the excavated material belongs to the Brihanmumbai Municipal Corporation and therefore shall be the property of Brihanmumbai Municipal Corporation. It will be mandatory on the part of contractor to use this material in the execution of works under contract if the quality of material available is as per the specification and rest of quality wise unutilized material shall be removed as directed by Engineer.

(B) Royalty Payment on excavated material as per statutory requirement: The contractor shall pay necessary royalties and submit documentary evidences of such payments to the engineer for his information and records. If and when royalties become payable to the government authority on excavated material as per statutory requirements, the payment shall be made by the contractor.

15.4 All trenches taken in connection with the work should be sufficiently barricaded, as specified.

15.5 The noise level shall be maintained within the permissible limit in Silence zone area during the construction activities by the Contractors, as per the notification dated 14.2.2000, issued by the Ministry of Environment & Forests.

15.6 Permission:

The contractor shall have to obtain all the permissions of the concerned authorities outside M.C.G.M. required for carrying out the work. Only recommendatory letters will be issued by BMC.

15.7 The contractors will be given 12 mm. dia. or 20 mm. dia. (as per the conditions of H.E.) water connection for drinking purposes Extra water required for construction purposes will have to be brought by the contractors at his own cost and no extra claims on this behalf will be entertained.

15.8 Methodology of the work, safety manual and quality assurance plan shall be submitted before commencement of the work with copy at each site office.

15.9 Quantities of all items provided in the B.O.Q. may not be required to be executed depending upon the site conditions. The tenderer shall not be entitled for any compensation on this account. Before starting the work, contractor shall consult with the Site Engineer and shall take actual measurements on the site for procurement of material.

15.10 The contractor shall procure all material required for the work from manufacturers with I.S.I. certificates and according to M.C.G.M. specifications wherever applicable.

15.13 Corporation may appoint a consultant for quality audit, during execution period. The contractor will extend all help in carrying out any survey; test etc. as directed and adverse decision there of including rectification shall be carried out by the contractors at their cost.

15.14 i) The Engineer not below the rank of Assistant Engineer is entitled to impose a penalty of Rs. 2500/- per day per lapse for each defective work/lapse, disobedience of orders by the officer not below the rank of site Engineer. Penalty amount will be recovered from contractors running bill. This penalty is over and above Penalty mentioned under G.C.C. enforced.

If it is observed that, the contractor carrying out the work fails to comply with the instructions given by the authorities of the A.C./E.E./ Zonal DMC/A.M.C./M.C.'s level during execution of work twice, the work may be terminated and will be carried out at the risk and cost of the contractor and penal action will be taken against them. This decision will not be arbitral at all.

The abovementioned condition will be in addition to the relevant condition in the General Condition of contract regarding cancellation of contract in full or partly final decision of disputes, difference of claims raised by the contractor or relating to any matter out of contract.

ii) Other penalties In addition to any penal action under the GCC of Individual contracts, a registered contractor will be liable under the registration Rule to one or more of the following penalties as per the procedure laid down in the “Rules Governing registration of Contractor/s for Civil, Mechanical, Electrical and Electronics Engineering works, 2015” of BMC:

- a) Warning
- b) Fine
- c) Suspension of Registration

- d) Demotion
- e) Deregistration
- f) Blacklisting

a) Warning / Fine: A contractor will be liable to a warning and /or penalty for

i) Non-compliance of any provision of the rules.

ii) Failure to comply with any clause or direction under these rules or failure comply with any conditions of tenders / contracts.

iii) Inadequate progress / performance under the contract.

For the first default of any type mentioned above a warning will be issued. For each subsequent default of the types in (i) & (ii) above the minimum penalty will be fine of Rs. 2,500/- while that for a default of the type (iii) the minimum penalty will be Rs. 5,000/- for contracts of upto Rs. 25 Lakhs and Rs. 10,000/- for contracts of above Rs. 25 lakhs. Higher Amount of penalty may be levied by the competent authority for reasons to be recorded.

b) Suspension of Registration

Suspension of Registration is meant that no new tender copy will be issued to the Contractor/s and he will not be considered for award of works for the bids in process.

Registration of contractor/s may be suspended as following, as the case may be;

(i) Whenever any Show Cause Notice is issued to the contractor/s calling for the explanation on the alleged lapses by him, the registration of contractor/s may be suspended up to the arrival of final outcome of the said Show Cause Notice, depending on the seriousness of the reasons for which Show Cause Notice is issued by the officer (not below the rank of Executive Engineer) of BMC. Director (E.S.& P.) Or concerned Deputy Municipal Commissioner (Engineering wing) is the competent authority to suspend the registration in such cases. Circular of suspension of registration till further orders, shall be circulated to all departments of BMC by Head of the executing department i.e. Chief Engineer of concerned department / Zonal Deputy Engineer of the concerned Ward. The registration of the contractor/s will be restored depending on the final outcome of the process of the said Show Cause Notice and circular to that effect shall be issued by concerned Head of the Department.

(ii) After following due process as prescribed in clause 8.9 on any grounds prescribed on in clause 8.1.4 of “Rules Governing registration of Contractor/s for Civil, Mechanical, Electrical and Electronics Engineering works, 2015” of BMC, if it is proposed to deregistered the contractor/s for a certain period (although deregistration means deletion of registered contractor/s from the list of registered contractor/s) then in such registration shall be suspended for the specified period with the approval of competent authority and circular to that effect shall be issued by concerned Head of the

Department . The registration of the contractor/s will stand restored after the period of suspension and circular to that effect shall be issued by the concerned Head of the Department.

c) Demotion:

A contractor/s is liable to be demoted to any of the lower classes of registration on one or more of the following grounds:

- (i) Specific failure or default in execution of individual works in respect of physical progress or quality of such works.
- (ii) Below standard performance as revealed by Quarterly Performance Report in format –IX of Registration Rule of 2015.
- (iii) (iii) Deterioration in financial or technical ability /capacity.
- (iv) (iv) Repeated failure to properly fill in tender documents fully and correctly or delay in execution of formal contract documents. (v) If total penalty imposed exceeds 2% of contract amount Note: Demotion from the lowest class of registration will amount to suspension for the period specified. In such cases, registration of the contractor/s will stand restored after the period of Demotion/Suspension.

d) Deregistration/ Suspension:

A contractor is liable to be deregistered / suspended on one or more of the following grounds.

- i) An attempt to cheat the B.M.C.
- ii) An attempt to bribe any of the B.M.C employee / officer.
- iii) An attempt to secure a contract through unfair means or bringing to bear outside influence.
- iv) An attempt to secure unauthorized copies of Municipal Records and documents in relation to any tender / contract or any other official matter.
- v) An attempt to tampered with Municipal record and documents.
- vi) Furnishing false and / or misleading information to registration and / or any tender / contract.
- vii) Threatening, Misbehaving with or physical attack on any Municipal Employees / officer.
- viii) An attempt to instigate or collude with other contractor/s with a view to securing undue advantage.
- ix) Conviction by a Court of Low for any criminal offence.
- x) Any of the grounds mentioned in 5.13(ii) d, if it is deemed to serious enough

e) Black Listing Blacklisting is the penal action to be initiated against the contractors who are carrying out works for M.C.G.M and are not registered with M.C. G.M. all other criteria and

procedure of penal action (i.e. observed for suspension, demotion, deregistration) will remain similar as mentioned in penal action clause 8 of registration rule 2015.

TESTING OF MATERIAL –

i) The charges for testing of construction materials shall be as per the rates in force at the time of testing of materials/asphalt mixes and the testing charges shall be borne by the contractor.

a) All requests for testing of samples must be made in writing to in duplicate specifying there in the following information (separate memo should be sent for concrete, steel, soil, asphaltic mixes) etc.

b) Name of the Work, Work Code No. if any

c) Type of material and tests desired (i.e. grade of cement, date of consignment)

d) Identification mark on the sample should be mentioned on the forwarding memo (in case of concrete beams and cubes identification marks, grade of concrete, date of casting, specimen No. should be engraved on concrete. If these details are marked by paint, samples will not be accepted. In case of reinforcement bars, details shall be displayed on label pasted on bars and label must be signed by the officer who has taken the samples.

e) Name and full postal address of the officer to whom the results must be sent

f) Date of sampling (Sr. No. of load casting concrete or taking cement samples.

g) Name of the tenderer carrying out the work.

h) Any other information, which is specified by the user department.

ii) Samples must also bear the identification mark and signature of site in charge/ officer taking the samples. In case of samples of asphalt mixes sent in polythene bags a legible duplicate tag should be stapled from outside.

iii) Quantity of sample for testing must be adequate as shown in the schedule.

iv) For issuing additional copies or duplicate copies of test results at Municipal Testing Lab. Rs. 25/- will be charged for each copy. Request for additional /duplicate copy should be made in writing by site in charge or higher officers of the user department.

v) Samples for tensile testing of reinforcing bars shall be straight for entire length without bends. The ends of the bars shall be hacksaw cut and not chisel cut. One sample of each diameter bar shall be sent for first test and for retest, two bars shall be sent. The length of the bars shall be 50 cm. for all diameters. Test Certificates (Chemical/Physical tests) from manufacturers (MTC) will be submitted along with each Lot of Steel.

vi) Samples that are sent for testing for natural moisture content, shall be forwarded in wax coated packing or sealed airtight bags.

vii) Undisturbed samples sent in sampling tube shall be wax coated on both open ends.

15.14 The contractor shall maintain the following registers during execution of work and it is mandatory to provide Lap Top to the site Engineers for this–

List of Registers Register Code Name of Register

1. Inventory Register
2. Correspondence file
3. External & internal utility remarks file
4. File containing drawings
5. Daily Progress Register
6. Instruction Register
7. Level Book
8. Mix design file
9. Material Testing Result file
10. Photograph file
11. Excavation Register (Asphalt , rock, soil etc)
12. Filling/Embankment Register
13. Removal Challans and Register (if dumped at Municipal Dumping Ground/ if paid separately)
14. Steel Register
15. M 10 Register.
16. M 15 Register
17. M 20 Register
18. M 15, M20 Cube registers
19. R.M.C. Challan file
20. Cement Variation Register
21. Precast item register (Paver blocks, Kerb stone etc)
22. Precast item challan register
23. Bituminous challan file
24. Penalty Register.
25. Contractor's site staff attendance register
26. Any other registers required as per description of items for any activity/material/quantity for which payment is made or as instructed by Engineer In Charge.

15.15 The successful bidder will make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge. If contractor fails provide equipments as per instruction of engineer in charge, Penalty of

Rs 5000/- day will be imposed and the same will be recovered from contractors ASD or Running Bill.

15.16 Site Office/ Office for the Engineer i. If Site office with necessary requirements is not provided within 15 days after issue of work order, a penalty of Rs. 10000/- per day per item will be imposed. ii. If there is further delay more than 30 days, a penalty of Rs. 20000/- per day (i.e., starting from 31st day from issue of work order) will be forfeited from paid ASD,OR will be recovered from 1st R.A. Bill. iii. If there is further delay more than 45 days, a penalty of Rs. 50000/- per day (i.e. starting from 46th day from issue of work order) will be forfeited from paid ASD,OR will be recovered from 1st R.A. Bill. iv. If any of the items at Sr.No.2 to 6 above is not provided, Additional penalty of Rs. 1000/- per day/per item, will be imposed. NOTE: the bidders have to consider the costs of all items related to site office and site laboratory and quote their % accordingly. b AS per Circular No. Ch.E./487/Rds, Tr. & Br./SR Dated 18/9/12. On receipt of the work order, the contractor will have to provide for site office as per requirement either on his / her owned place or rented/leased place. The Cost for this may be charged to BMC by incorporating in the offer. No separate payment may be made for providing the Site office and ancillary items.

15.17. Tenderers are requested to visit the site and verify the site conditions, nature and quantum of work before submitting the tenders.

15.18. The tender will be accepted only on the percentage basis; otherwise the tender will be rejected straightaway. Conditions of the following circulars and all prevailing circulars are applicable to the tenderer Circular No. AMC/ES/9805/I Dated 25/09/2013 (Design Built basis.).

15.19 The tender may be considered incomplete, irregular and invalid unless :

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

a) The printed undertaking addressed to the Municipal Commissioner is given

b) The schedule of quantities and rates and specifications.

c) The authority letter from the manufacturer / agent / traders have submitted the tender, is produced

ii) The names and address of all the partners are given in the space provided therefore.

iii) As certified copy of GST registration certificate is produced along with the tender.

15.20. The amount quoted shall include for provision of all necessary labour, plant, equipment, scaffolding and centering, etc.

15.21. Insurance :Before commencing execution of work, contractor should ensure at his cost against any damage, loss or injury that may occur to any property including any of their personal and employee of Municipal Corporation by an arising of contract.

All insurances to be effected by the successful tenderer shall be taken up with the Director of Insurance, Maharashtra State only.

15.23. The tenderer shall invariably submit this tender notice form together with the specifications, schedule of quantities and rates duly filled in and signed. Any irregularities in this respect, shall cause rejection of the quotation.

15.24. The rate quoted shall be inclusive of transporting and disposal of surplus excavated material.

15.25. The tenderer shall furnish the names & qualifications of the staff who will be deputed on this work and the names of other officers with their telephone Nos. with whom BMC Engineer may require to get in touch with. The site engineer must have BMC Supervisor License and the copy of license have to be submitted in the Assistant Commissioners' office before commencing the work.

15.25. All charges on account of Royalty, GST, terminal or sales tax and other duties on material obtained for the work from any source including the tax applicable as per Maharashtra Sales Tax Act on the transfer of property in goods involved in the execution of works contractors (re-enacted Act 1991, etc. or as amended upto date shall be borne by the contractors.

15.26. The Municipal Commissioner does not bind himself to accept the lowest or any tender.

15.27. Tenderer / contractor shall note that first class quality of material and workmanship is expected.

15.28. The materials used shall conform to the related ISI specifications as well as BMC specified specification wherever applicable. Directives of Engineer concerned will be binding.

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

15.30. General Conditions of Contract for civil works and electrical /mechanical as amended upto date shall be applicable to this work unless the same are contradictory to any of the conditions stated in the 'special directions' to the tenderers.

15.31. The detail description of various items, the units of payment and the rates there of as mentioned in the Bill of Quantities below shall be as per the unified Schedule of rates effective from 2018 & prevailing Garden/Lake schedule/M&E Dept.

15.32. The sequence of work shall be as approved and directed by Engineer-in-charge before starting the work, the contractor shall submit his programme of carrying out the work for approval of Engineer - in - charge.

15.33 The water supply to the user department shall not be disturbed during execution of the work. Contractor shall make alternate arrangement for providing equivalent capacity tank to restore water supply at their own cost.

15.33 Civil contractors will have to appoint reputed registered electrical subcontractors for the electrical work, who have proven capability and good past performance.

15.34 Maximum care should be taken to the satisfaction of the Engineer to provide and maintain adequate protection to all electrical and mechanical installations. No extra payment will be made on this account under any circumstances.

15.35 Contractor will have to make their own arrangement for getting the electric supply on site for fabrication and allied works at their own cost.

15.36 The contractor shall intimate the concerned authorities before starting the work and execute the work priority fixed by the Engineer-in-charge. The inventory of serviceable and unserviceable material must be taken jointly with Site-in-charge (Sub-Engineer) before starting of work.

15.37 Wherever necessary as directed by Engineer-in-charge, the unserviceable materials will have to be removed from the site within the time period as directed. The serviceable material should be handed over to concerned Assistant Commissioner of the Ward.

15.38 The Corporation will not be responsible for any delay that may be caused due to unforeseen circumstances and no compensation on this account will be paid.

15.39 No separate payment will be made for dewatering the water seeping in the trenches and foundation pits opened while executing excavation and other foundation works. The possibility of high water table should be kept in mind while quoting the percentage.

15.40 While excavating the trenches for foundation utmost care shall be taken that the foundation of adjoining structures will not be disturbed.

15.41 Materials brought on the site or debris will not be allowed to be stacked in passages or in the car park area.

15.42 The tenderer / contractor will have to make adequate shielding arrangement by putting necessary hoardings, screen or gunny bags, etc. so as to avoid any accident or nuisance to the occupants during the work without any extra payment.

15.43 After completion of the waterproofing work, the leakage test shall be carried out after impounding the water and plugging the openings at least for ten days, without any extra cost.

15.44. Plumbing and sanitary works will have to be carried out through licensed plumber. All plumbing lines will be provided 2" away from wall with spaces as directed. The horizontal and vertical lines should be in line & level.

15.45. Notwithstanding the source, the sand shall be washed using electrically operated sand washing machine, before use.

15.46 Reinforcement bars shall be purchased from such manufacturer's or their authorized dealers who manufacture the steel with the basic process. The steel bars shall be embossed with manufacturer's name. Original manufacturer's test certificate shall be insisted for reinforcement bars in the form of half embossed and half printed. Test certificate in photocopy or other form will not

be accepted. Engineer's decision regarding make of the steel will be final and binding on the contractors.

15.47. The centering shall be insisted only in steel scaffolding and M.S. pipe props.

15.48 BMC reserves the right to delete any item, alter / reduce the scope of the work, no extra claim in this respect will be allowed.

15.49 In case of any discrepancy between the plans and B.O.Q. items, item as per B.O.Q. shall prevail and nothing extra shall be paid.

15.50 No extra payment will be made for the works like scaffolding & centering. Only double scaffolding will be allowed.

15.51. The articles should be manufactured within the Greater Mumbai limit to facilitate inspection of the articles.

15.52 W.P.T. layer should not be removed manually, the layer have to be removed by battery operated cutter only. No extra payment will be made.

15.53 The propping shall be done to the existing structure wherever necessary before taking up the demolition without any extra items.

15.54. The contractor shall take photographs of the work site before commencing, during execution and after completion of work, as directed.

15.55. The contractor shall have to arrange to carry out the work during night time also as per urgency of the work, at no extra cost.

15.56. After completion of the proposed work, the tenderer/ contractor will have to handover the site in neat and clean condition for which no extra payment will be made.

15.57. On receipt of the work order the contractor will have to erect ready-made site Chowky and Godown in form of porta cabin/container cabin. Before erecting the Chowky and Godown, he shall have to obtain per Project from the concerned Assistant Commissioner and the Assistant Commissioner shall approve the site of the Chowky and Godown proposed by the Engineer or may allot another suitable site. The porta cabin/ container shall preferably ad measure 12.20 m x 2.50 m with two doors and proper ventilation. It should have toilet facility. The contractor have to provide for site office as per requirement either on his/ her owned place or rented/ leased place. Cost for this may be charged to BMC by in corporating in the offer. No separate payment may be made for providing the chowky and ancillary items. No per Project and space for site chowky will be given / provided on Municipal road/ footpath. The contractor has to make their own arrangement on hire/ lease for site office.

15.58. Personal Computer (Lap top) with latest generation and 4G internet facility dongle at site for day to day work, for site works.

15.59. The noise level shall be maintained within the permissible limit in Silence Zone area during the construction activities by the Contractors as per the notification dated 14-02-2000 issued by the Ministry of Environment and Forests.

15.60 The Tenderers shall specify the name of the electrical contractor while submitting the tender and separate sub-contractor status should be accorded to them in the contract.

15.61. Tenderers/Contractors shall provide air conditioning porta-cabin/Container well furnished with desktop computer, (with internet facility) and printer of latest version as directed by the Engineer and for bonafide use of municipal supervisory staff on work. A penalty of Rs.1000/- per day will be imposed for AC Chowky, if not provided on site.

15.62. The tenderer shall submit the information in respect of contractors, works on daily wages, part time workers, full time workers, employed for the contract work, time to time during the execution of work to the Labour Office of the and Govt. authorities i.e. Assistant Commissioner, Provident Fund regional officer,

15.63. It is mandatory for the contractor to maintain the Noise level during the construction activity within the permissible limits as prescribed by BMC as per circular under no. CE/PD/7788/I dt. 05/11/2008.

15.64. The serviceable material procured from the site shall be handed over to concerned ward office /store with due acknowledgement of the same.

15.64. Contractor should provide one number of A.C. four wheeler for BMC site staff.

15.65. The work of maintenance of Project for six months after completion of work will be carried out as per specification/ guideline /penalty clause will be applicable as per policy existing at that time.

15.66 A) Contractor should prepare civil, electrical, horticultural works preliminary estimates & GAD (General Administration Drawing) all works should be covered as per current policy & as per guidelines given by this office.

B) All RCC structure should be designed by RCC consultant having licensed/experience of BMC work. Consultant's stability/Durability certificate is essential for carrying any structural work. All fees/Charges of service of consultants will be paid by contractor.

E) Landscaping architect/consultant should be appointed by contractor to design project and his payment will be made by contractor.

F) After issue of work order to the contractor, a master plan along with detailed plan showing all amenities and Theme Park shall be prepared by contractor. Accordingly, contractor shall prepare a detailed estimates of Civil work, Electric work, Horticultural work and Maintenance work for 2 (two) years as per the Unified Schedule of Rates for each sub work and should submit within 15 days time period. If contractor fail to submit within 15 days time period penalty of Rs.

5000/- per day per sub work will be imposed. Similarly, it is binding on contractor to obtain remarks of DP department, S.W.D. department and all other concerned departments. Before preparing the drawings initially contractor should get done the Total Station Survey of the whole plot through the licensed surveyor with his cost.

15.67 No payment for horticulture, M&E and civil maintenance will be made to contractor and should be maintained the same free of cost for entire development and maintenance period ie. Six months.

15.68 Tenderer (s) shall have to obtain all the permission of the concerned authorities outside the B.M.C. required for carrying out the work. Only recommendatory letters will be issued by B.M.C.

- a) If required, the contractor shall appoint liaison officer for pursuing matters with the MMRDA, MCZMA, MRDPA, concerned Dy. Collector (Encroachment), concerned Municipal authorities, City Survey office, Reliance Energy, Tata power, Traffic Police or any other concerned offices for expediting encroachment / hurdles removal work.
- b) Tenderer (s) shall have to obtain all the relevant permission/ NOC from MCZMA, or any environmental and forest authority if the construction site falls under coastal Regulation zone or affected due to CRZ, the tenderer(s) has to get it done by approaching / liaison officer for pursuing the same .Only recommendation letters will be issued by the Corporation. The construction work affected due to CRZ will be allowed to be continued subject to clearance of environmental point of view.

If due to small quantity of concrete (Less than 10 Cu.m.) or if concrete is not to be used as structural concrete nominal mix of equivalent strength may be made on site by the per Project of Engineer, not below the Executive Engineer. However, rebate of Rs. 100/- per Cu.M. shall be taken for non-using the mix design.

15.70 The contractors shall display the boards giving information of name of the work, date of starting completion, Name of the department and contact telephone numbers. Non-compliance of this condition, a penalty of **Rs. 1000/- per day per site** shall be imposed on contractor.

15.71 *The successful bidder, shall appoint Architect having minimum one year experience or consultant having minimum two years' experience in landscaping, art painting beautification of footpath etc. within 3 days from the date of issue of work order. The decision of Ward Executive Engineer in appointment of Architect or consultant will be binding on the successful bidder. The cost of appointment of Architect or Consultant shall be borne by the successful bidder*

15.72 *The Successful bidder shall give an undertaking on Rs 500/- stamp paper that it is his/their sole responsibility to maintain the entire project work for a period of 6 months after issuance of completion certificate. The cost of the maintenance of project work for 6 months shall be borne by the bidder.*

15.73 *To implement Mumbai beautification Project in time bound manner, in case, the L1 bidder becomes non responsive or withdraws the bid or he is unwilling to extend the bid validity period, in such circumstances, L2 bidder agreed to the same percentage quoted by the L1 bidder and to extend the bid validity period and ready to deposits the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the BMC will process further with L2 bidder as per normal procedure.*

15.74 *The zonal Deputy Municipal Commissioner reserves the right to change the architect / consultant appointed by the successful bidder, without giving any reason.*

15.75 PENALTY CLAUSES :-

15.75.1 Penalties :

- a) The Engineer not below the rank of Assistant Engineer is entitled to impose a penalty of **Rs. 5000/- per day for each defective work/lapse, disobedience of orders of the officer** not below the rank of Site Engineer. Penalty amount will be recovered from contractors running bill.
- b) This penalty is over and above Penalty mentioned under G.C.C. clause No. 100.
- c) If it is observed that, the Tenderer(s) carrying out the work fails to comply with the instructions given by the authorities at the W.E.E/A.C./Zonal D.M.C./A.M.C./M.C.'s level during execution of work twice, the work will be terminated and will be carried out at the risk and cost of the Tenderer(s) and penal action will be taken against them. This decision will not be arbitrable at all.
- d) The abovementioned condition will be in addition to the provision of relevant condition in the General Condition of contract.

15.76 If the mangroves are required to be removed during execution of the work under the scope of the tender, the same shall be removed, as per directives of Hon.'ble High Court and as per prevailing Government Directions for which no extra payment shall be paid to the contractor.

15.77 .Any recommendation / alteration in the work as per decision of Competent Authority of BMC. shall have to be executed under the same tender conditions.

15.78 .It is observed that Contractors carrying out the work fail to comply with the instructions given by the W.E.E./A.C./D.M.C./A.M.C./M.C. during execution of work twice, the work shall be deemed to have been terminated and will be carried out at the risk and cost of the Contractors and penal action will be taken against them. This decision shall not be arbitrable at all.

15.79 .The above condition will be in addition to the relevant conditions in General Conditions of Contract regarding cancellation of full or part of the work, finality of the decisions on the disputes, differences or claims raised by the Contractors relating to any matter arising out of the contract.

15.80 .The contractors will have to obtain per Project from the traffic police department well in advance either for closing down the road stretch or for diversion of traffic for execution of the work by displaying appropriate boards. The work may be required to be executed in phases as per traffic police permission. The contractors should therefore take this factor in to account while quoting.

15.81 IRC and MORTH specification shall be followed traffic island design work.

15.82 Starting of Works at all location :-

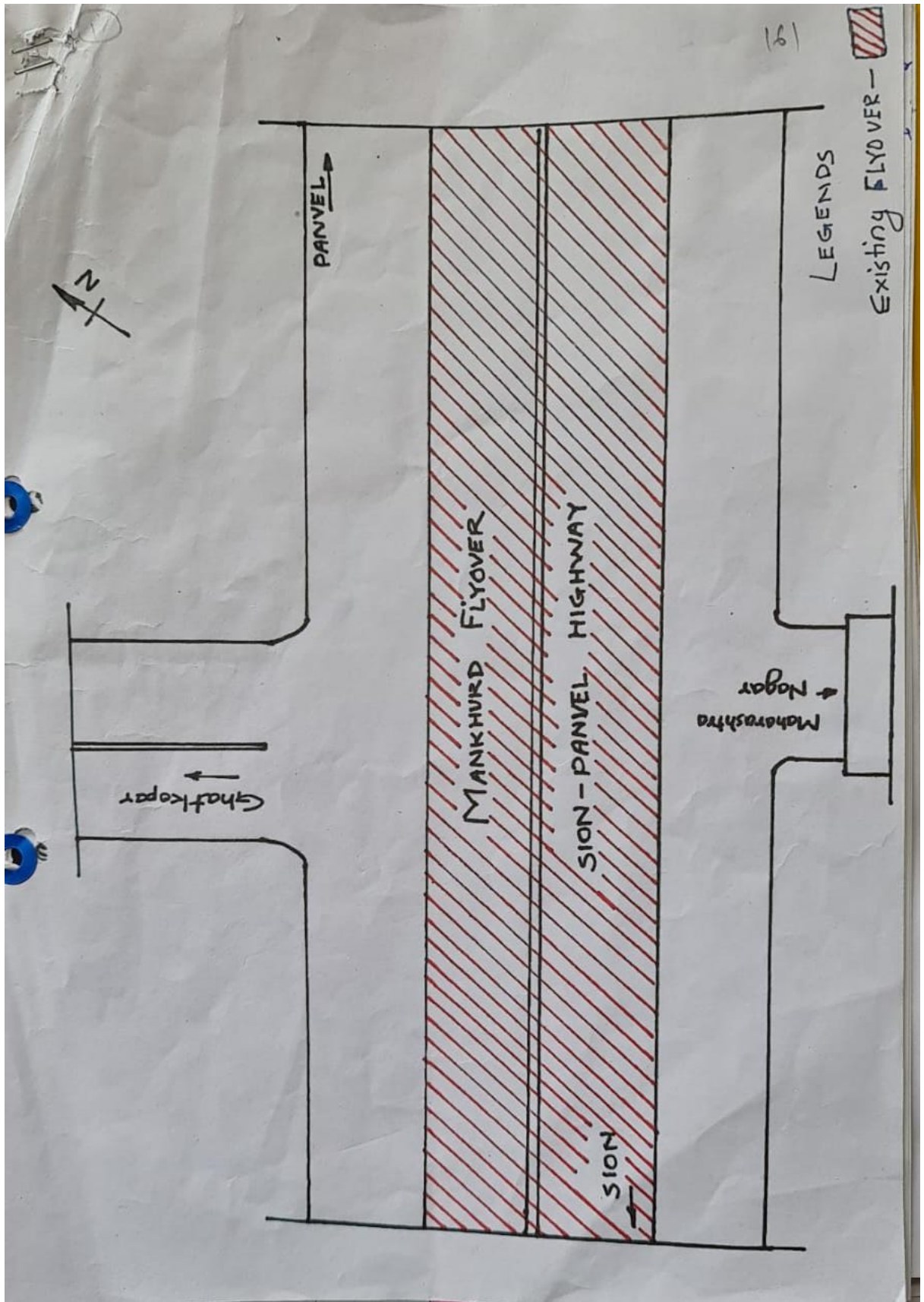
- i) The 50% Works included in the tender shall be started within 07 days from the receipt of Work Order.
- ii) Remaining 50 % works included in the tender shall be started within one month from receipt of Work Order or as directed by Engineer.
- iii) As per the clause no.06 of tender document mentioned at section no.06 instruction to applicants regarding phase wise progress of work shall be applicable.
- iv) All Works included in the tender shall be completed successfully within 90 days from the receipt of work order, failing which penalty of Rs.2500/- per day, per site will be imposed on the contractor.

Digital Signature of Tenderer(s)

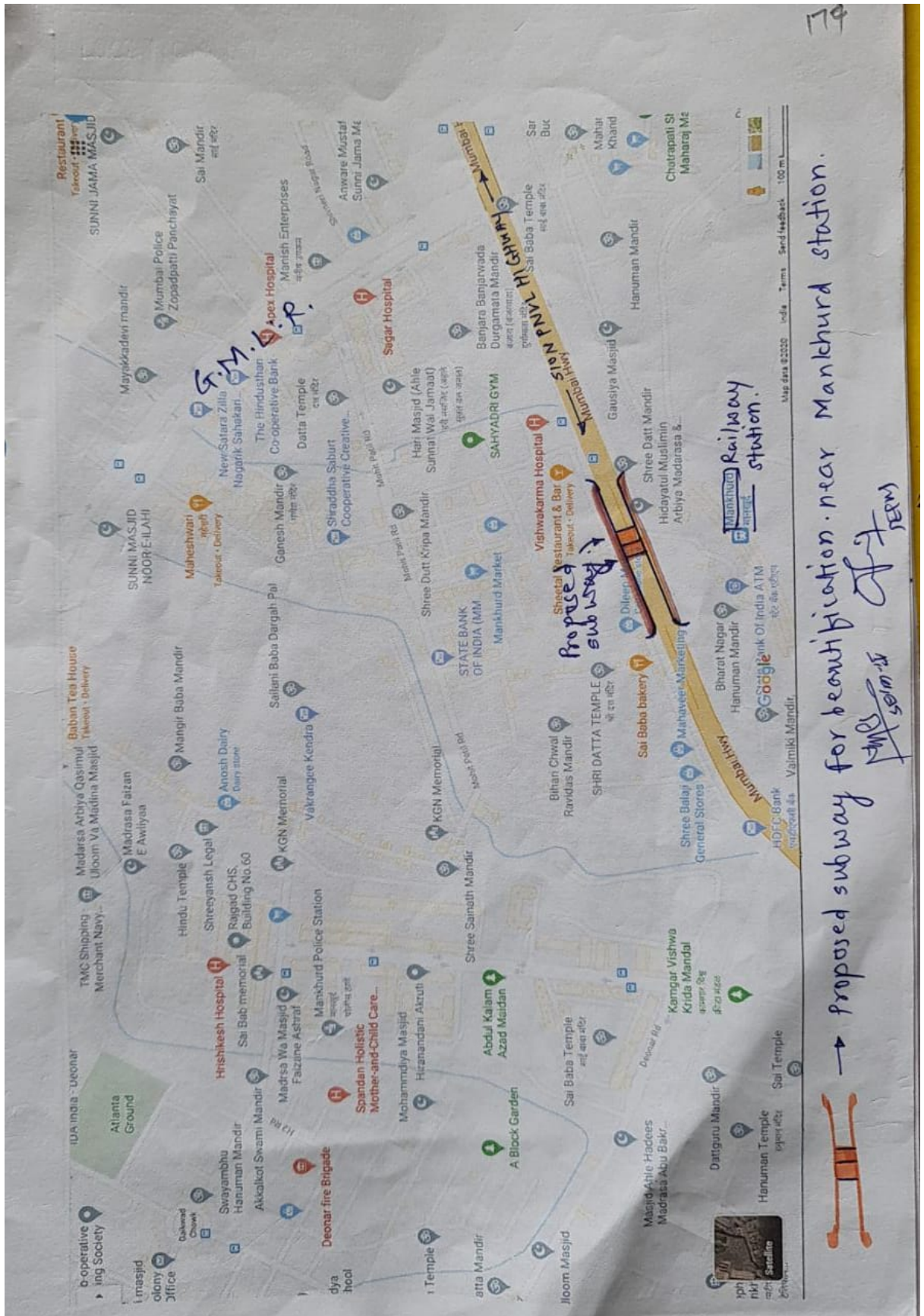
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SECTION – 15
LIST OF WORKS &
DRAWINGS

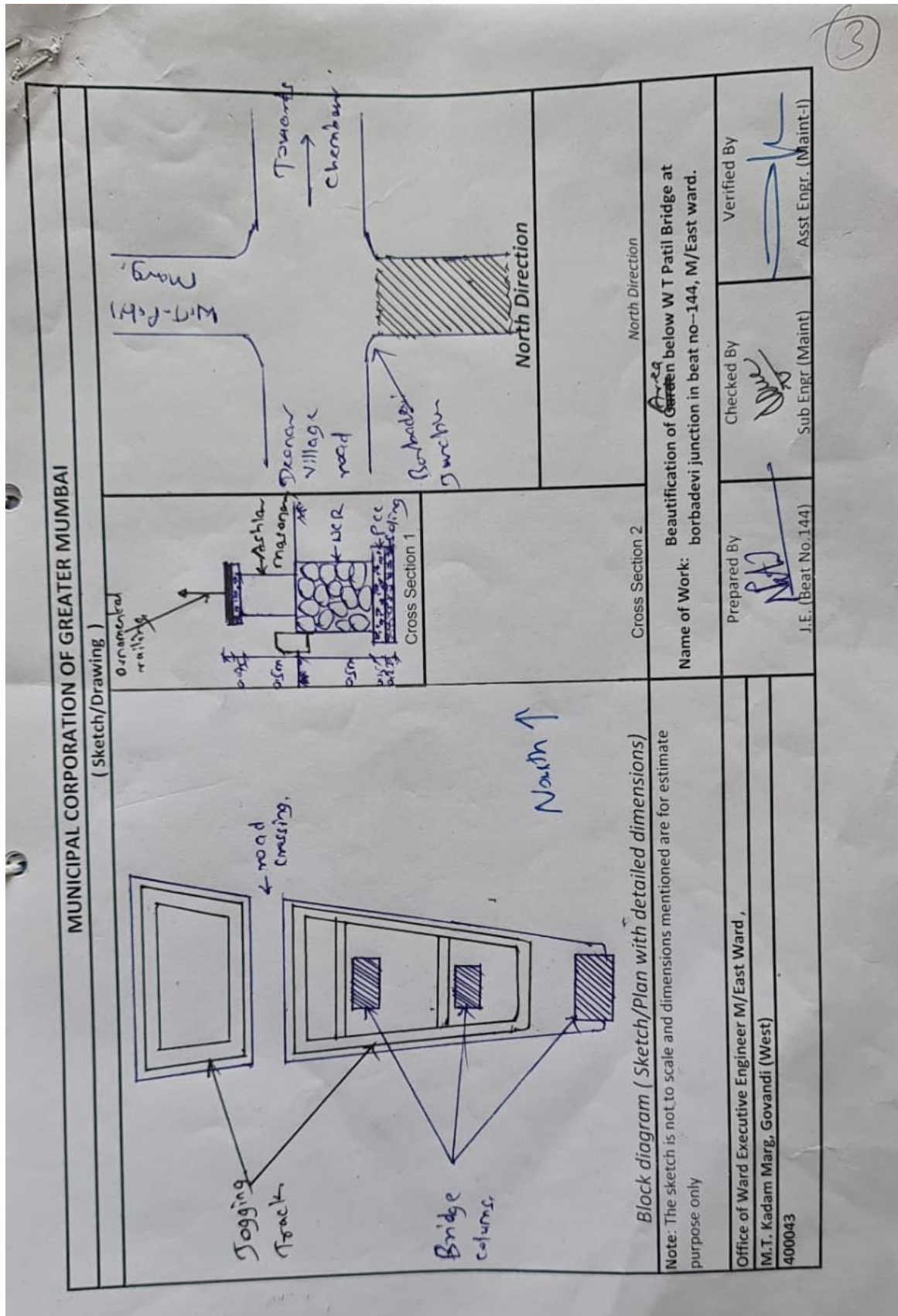
**NOTE: THE TENDER DRAWINGS ARE AVAILABLE FOR INSPECTION
IN THE OFFICE OF ASSTT. COMMISSIONER M-EAST, WARD OFFICE.**



Location Sketch : Work-1

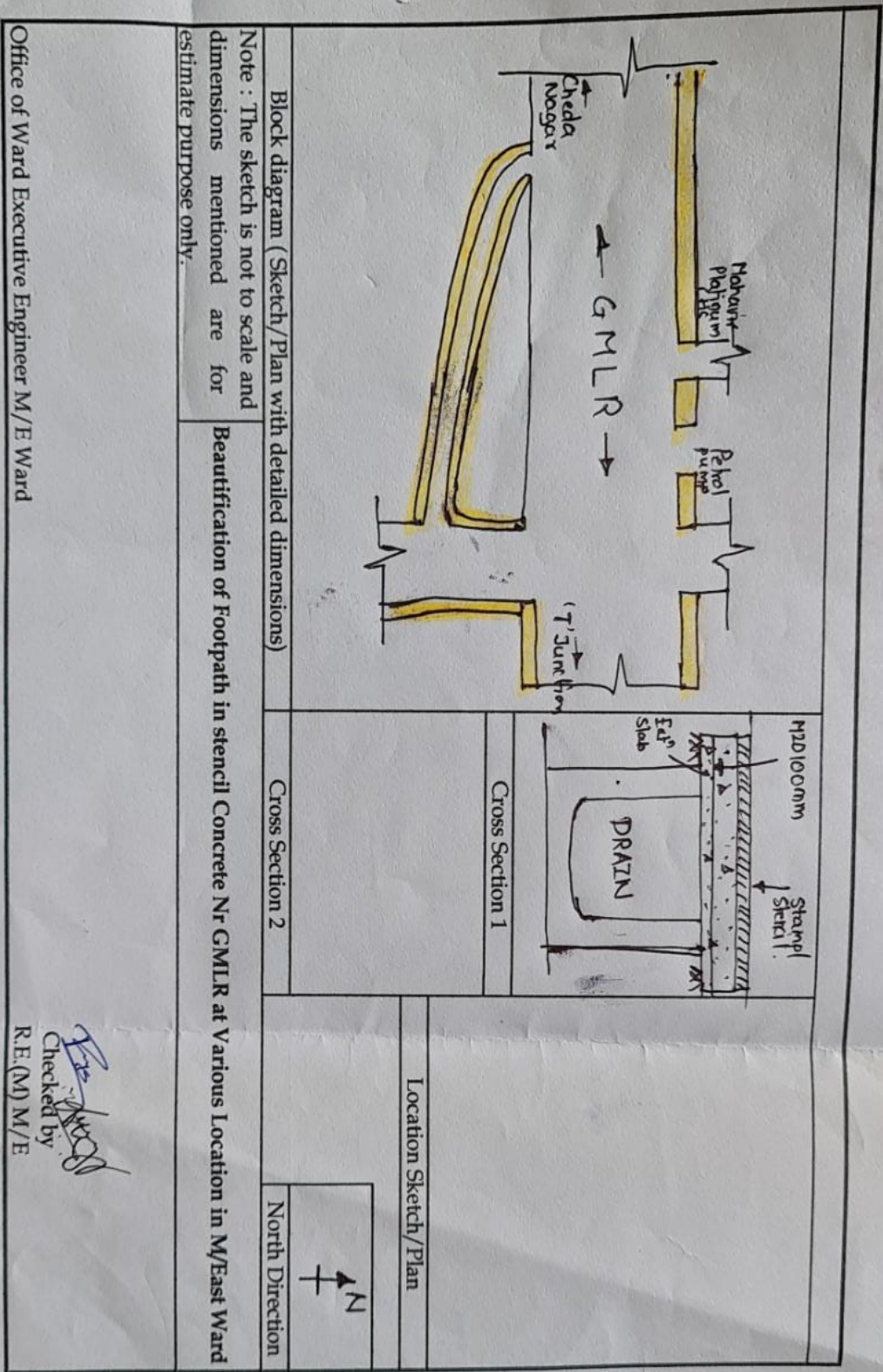


Location Sketch : Work-2



Location Sketch : Work-3

6



Note : The sketch is not to scale and dimensions mentioned are for estimate purpose only.

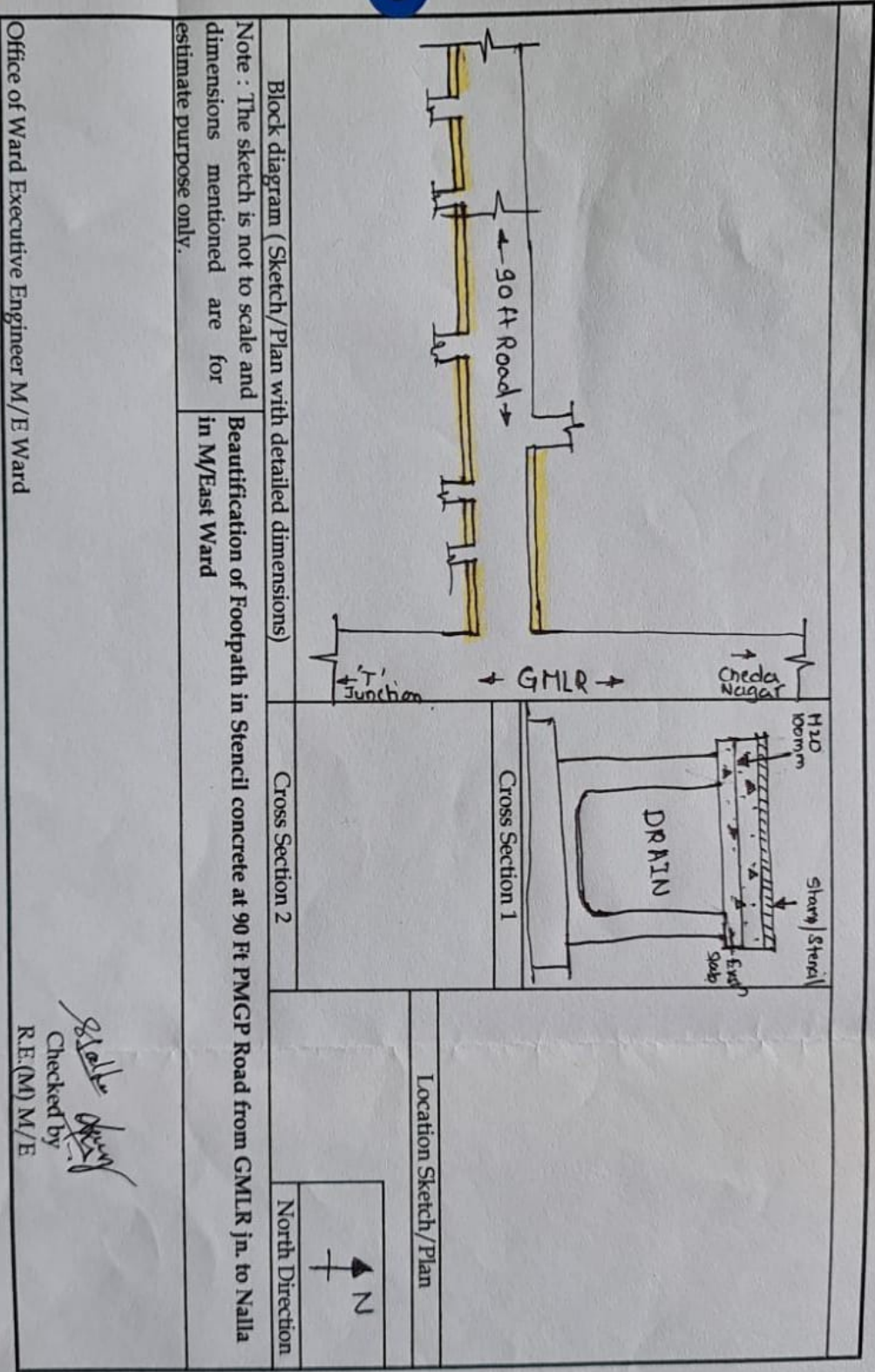
Beautification of Footpath in stencil Concrete Nr GMLR at Various Location in M/East Ward

Office of Ward Executive Engineer M/E Ward

Checked by
R.E.(M) M/E

Location Sketch : Work-6

7



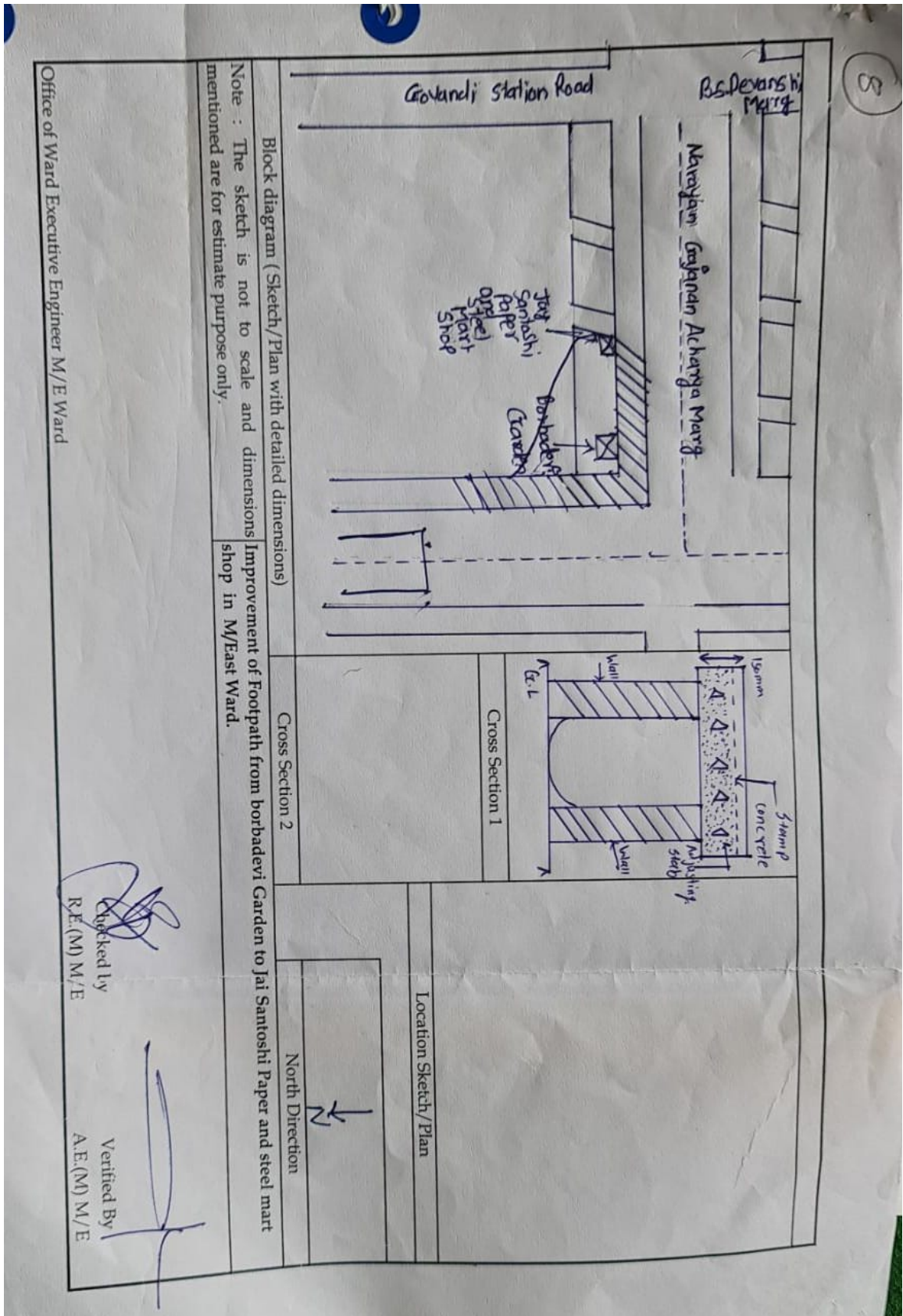
Note : The sketch is not to scale and dimensions mentioned are for estimate purpose only.

Beautification of Footpath in Stencil concrete at 90 Ft PMGP Road from GMLR Jn. to Nalla in M/East Ward

Office of Ward Executive Engineer M/E Ward

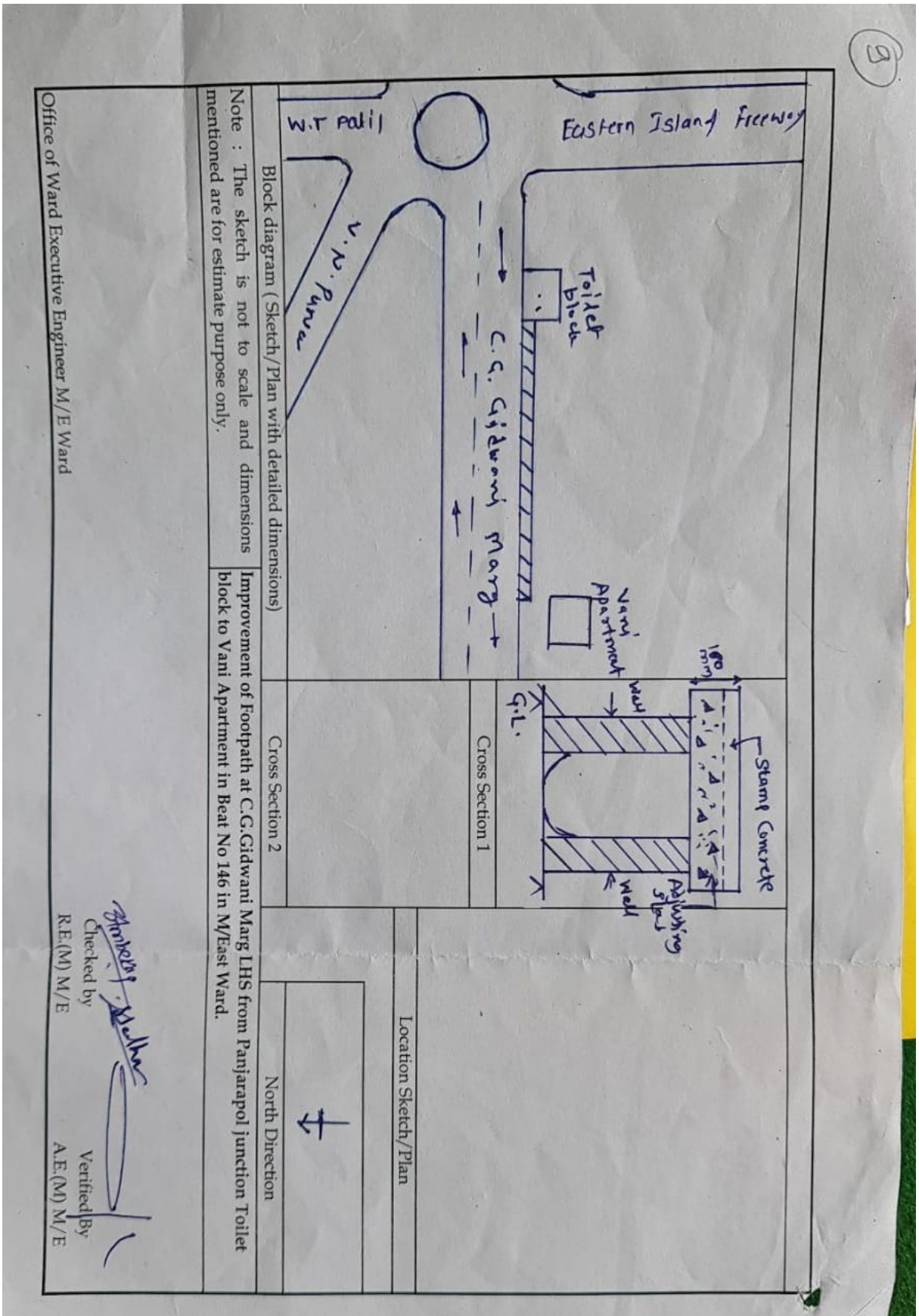
Checked by
R.E.(M) M/E

Location Sketch : Work-7



Location Sketch : Work-8

3



Block diagram (Sketch/Plan with detailed dimensions)

Note : The sketch is not to scale and dimensions mentioned are for estimate purpose only.

Improvement of Footpath at C.G. Gidwani Marg LHS from Panjarapol Junction Toilet block to Vani Apartment in Beat No 146 in M/East Ward.

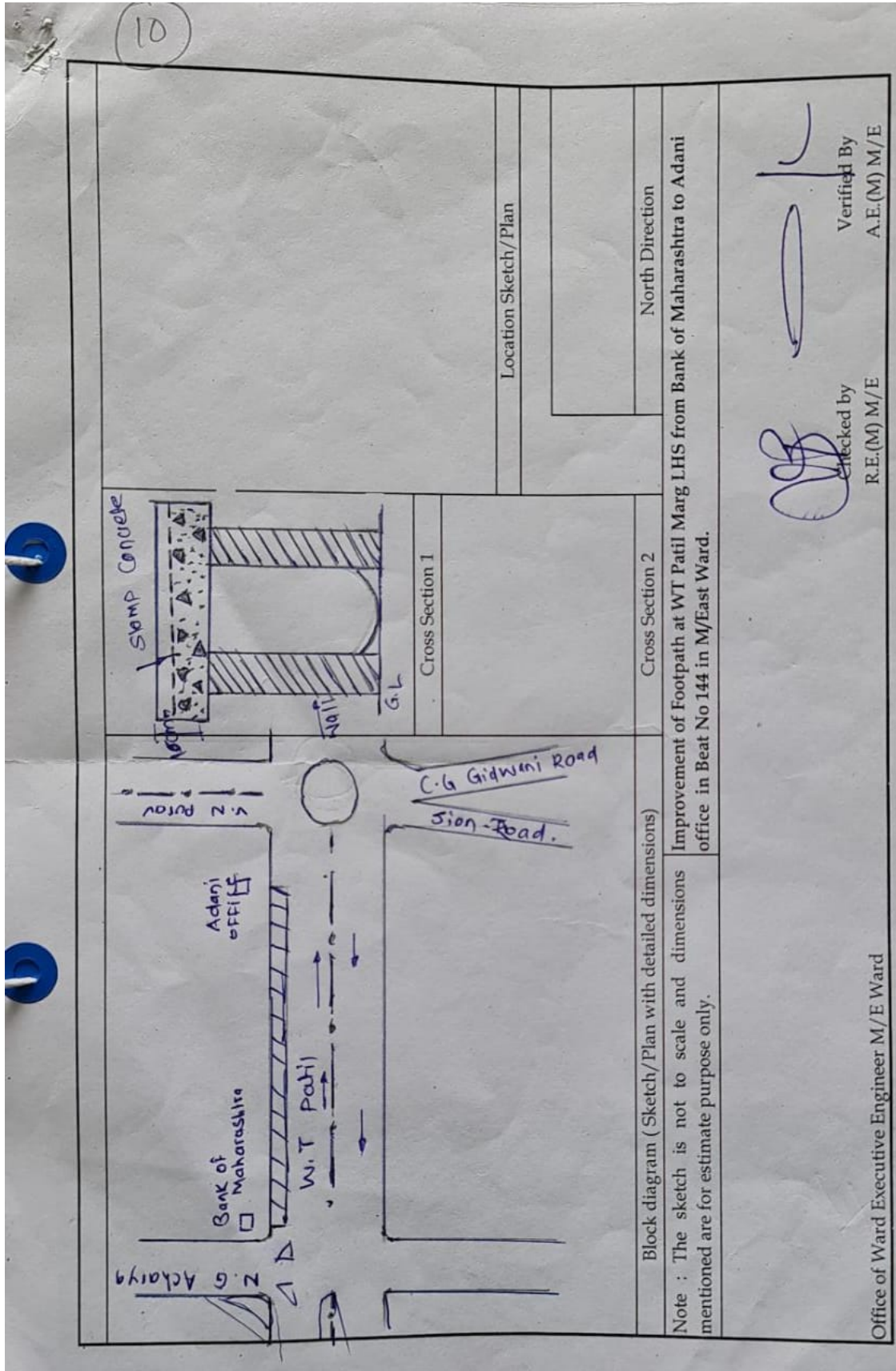
Office of Ward Executive Engineer M/E Ward

Checked by
R.E.(M) M/E

Verified By
A.E.(M) M/E

Location Sketch : Work-9

10



Location Sketch/Plan

North Direction

Block diagram (Sketch/Plan with detailed dimensions)

Improvement of Footpath at WT Patil Marg LHS from Bank of Maharashtra to Adani office in Beat No 144 in M/East Ward.

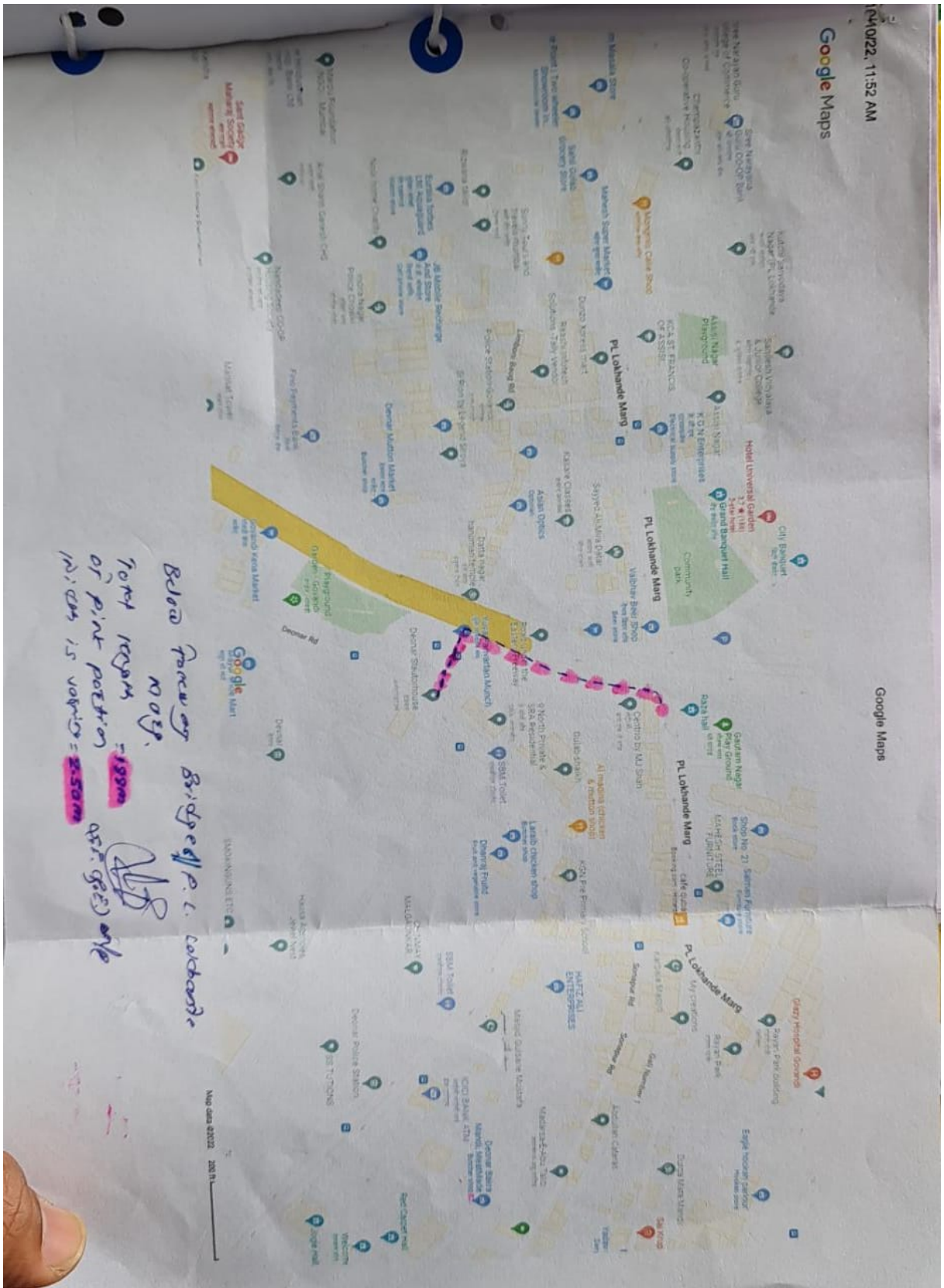
Note : The sketch is not to scale and dimensions mentioned are for estimate purpose only.

Checked by
R.E.(M) M/E

Verified By
A.E.(M) M/E

Office of Ward Executive Engineer M/E Ward

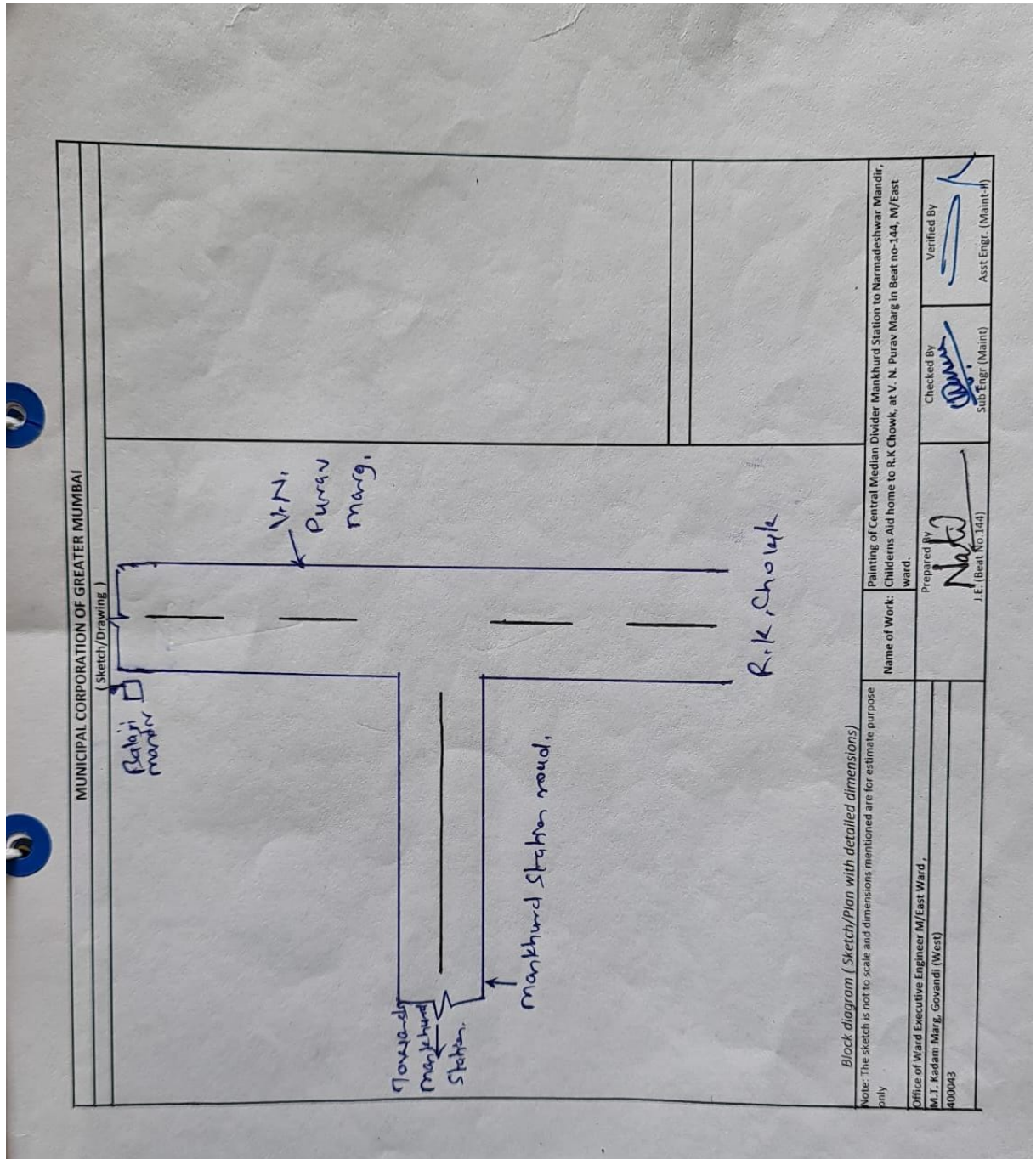
Location Sketch : Work-10



Location Sketch : Work-11

		<p>Block diagram (Sketch/Plan with detailed dimensions)</p> <p>Note : The sketch is not to scale and dimensions mentioned are for estimate purpose only.</p>	<p>Beautification to Central median dividers at Lallubhai Compound Road and Providing and Applying yellow and Black Road Marking Paint at M.T Kadam Marg and Lallubhai Copound Road in Beat No. 141, M/ East Ward.</p>
<p>MUNICIPAL CORPORATION OF GREATER MUMBAI</p>		<p>Cross Section 2</p>	<p>North Direction</p>
<p>Location Sketch/Plan</p>		<p>Prepared By J.E. (Beat No. 141)</p>	<p>Checked by S.E.(M) M/E</p>
<p>Office of Ward Executive Engineer M/E Ward</p>		<p>Verified By A.E.(M) M/E</p>	

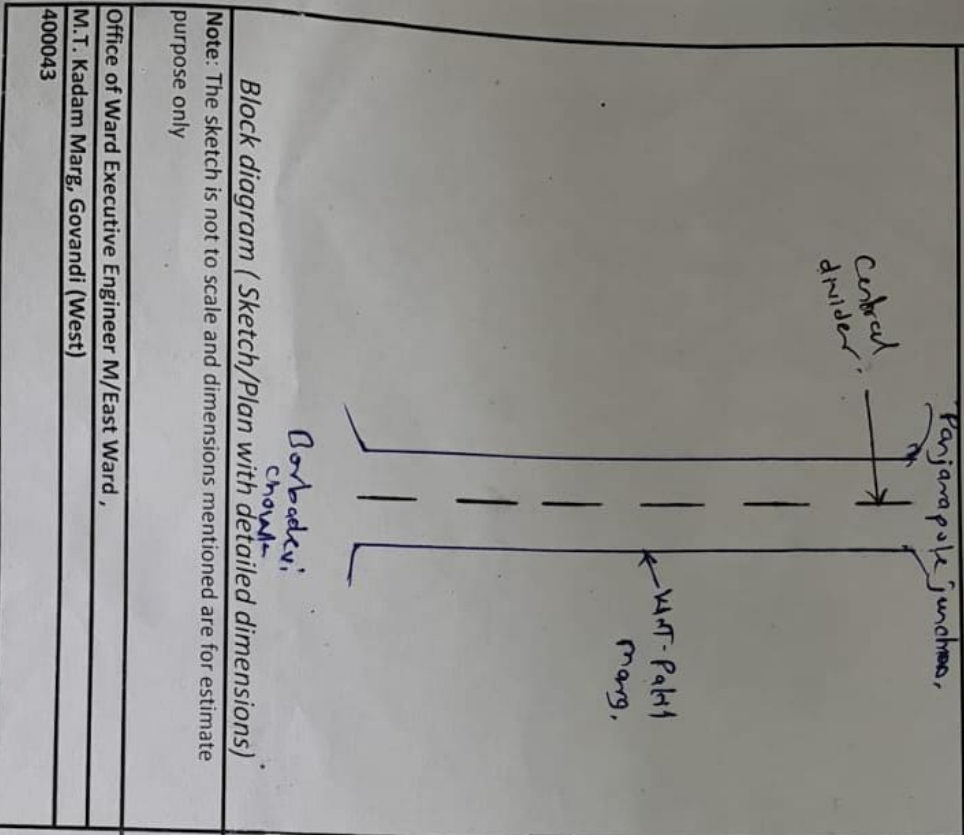
Location Sketch : Work-12



Location Sketch : Work-13

MUNICIPAL CORPORATION OF GREATER MUMBAI

(Sketch/Drawing)



Block diagram (Sketch/Plan with detailed dimensions)

Note: The sketch is not to scale and dimensions mentioned are for estimate purpose only

Office of Ward Executive Engineer M/East Ward,

M. T. Kadam Marg, Govandi (West)

400043

Cross Section 1

Cross Section 2

North Direction

Name of Work: Painting of central median divider W. T. Patil Marg from Borbadevi Chowk to Parinarapole junction in beat no-144, M/east ward.

Prepared By

J.E. (Beat No.144) *[Signature]*

Checked By

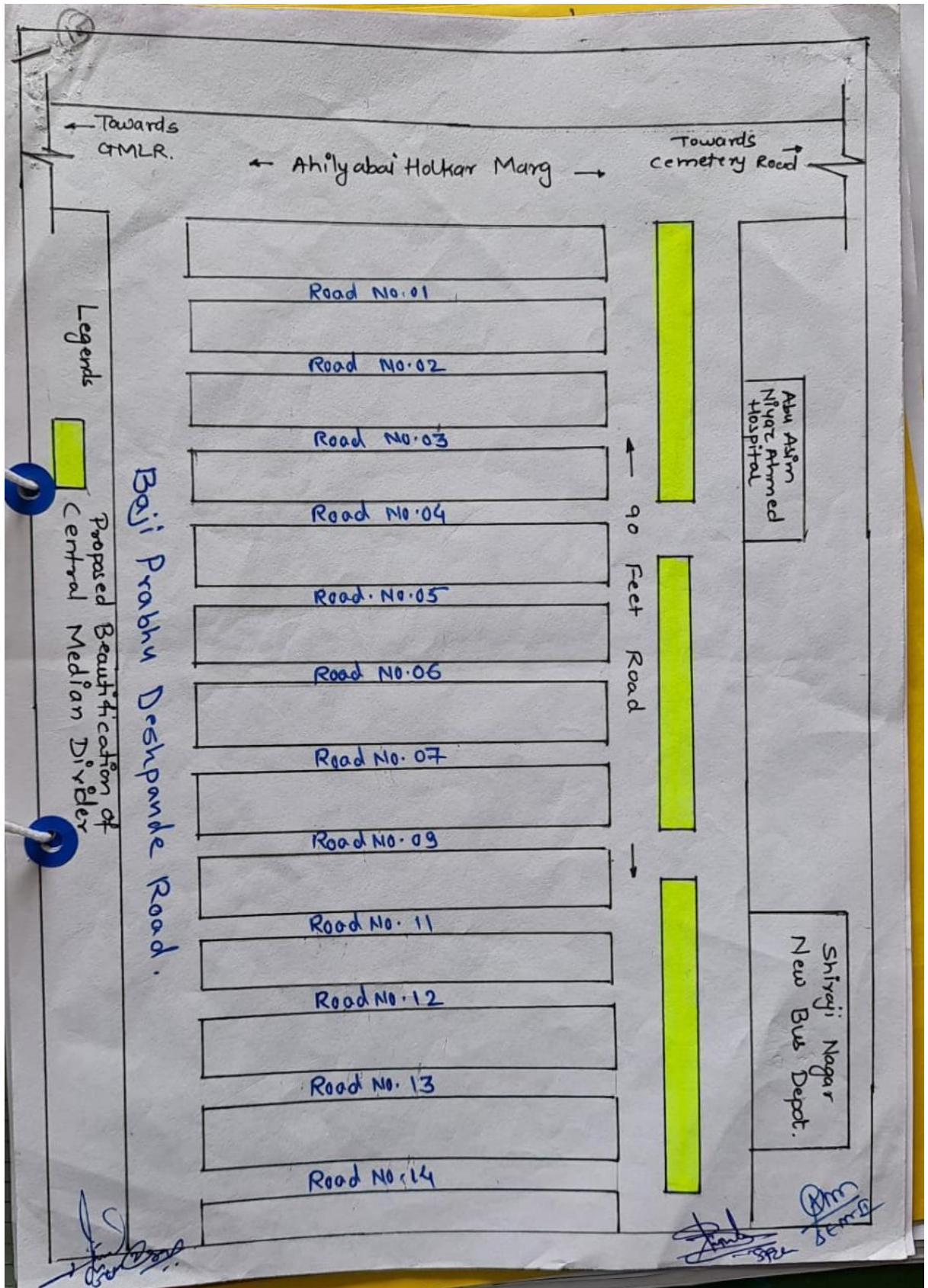
[Signature]
Sub Engr. (Maint)

Verified By

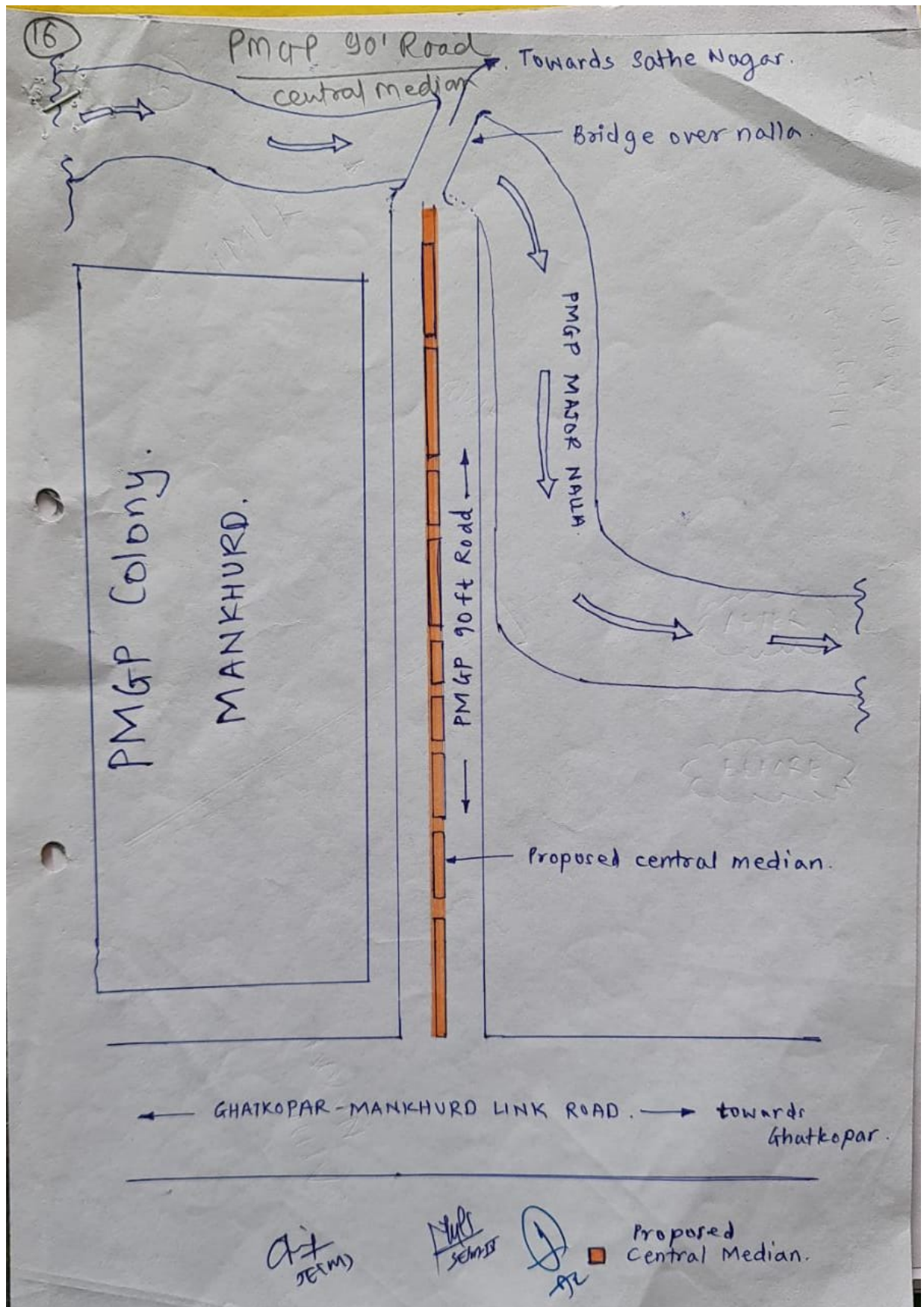
[Signature]
Asst Engr. (Maint-1)

Location Sketch : Work-14

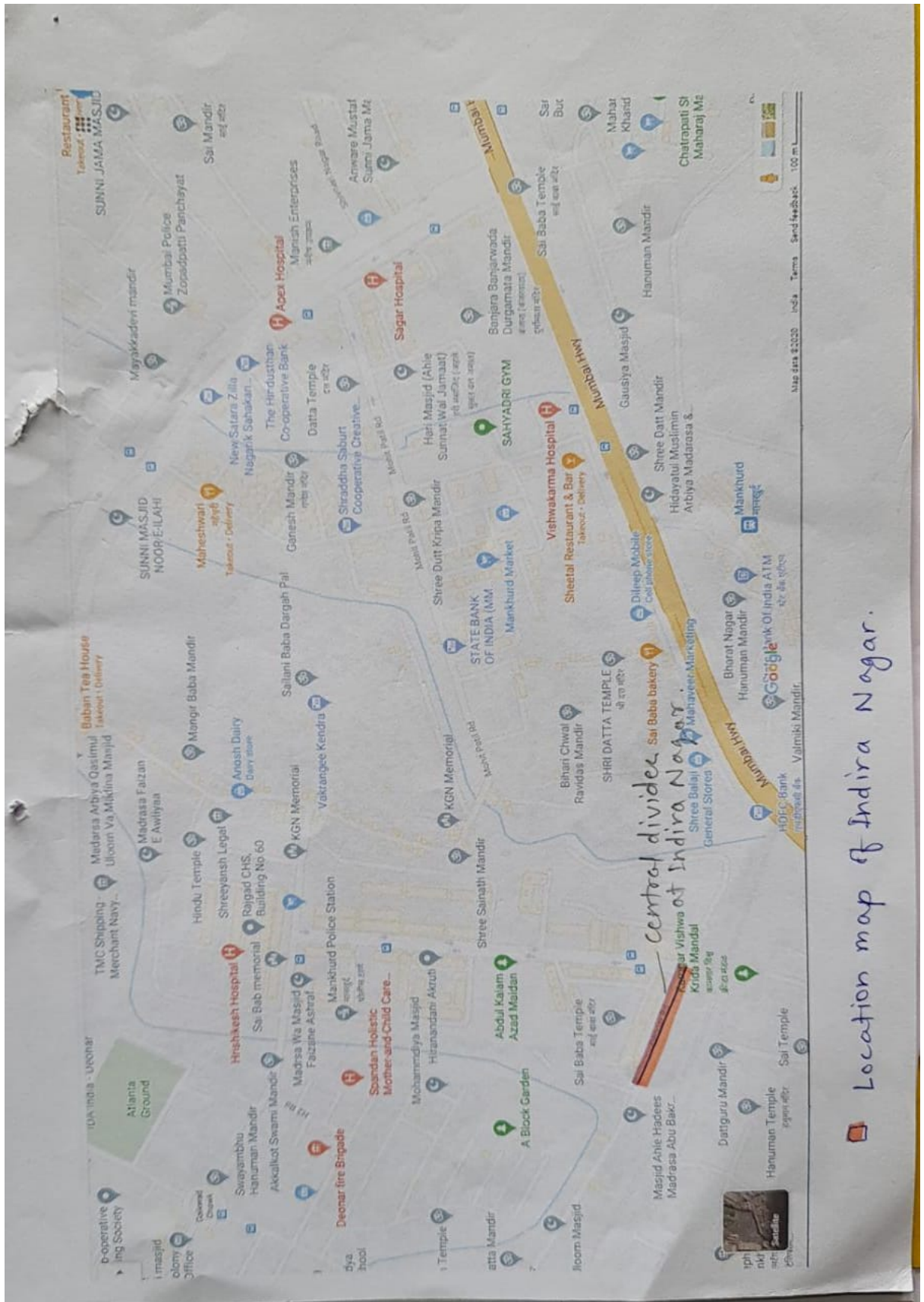
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Location Sketch : Work-15

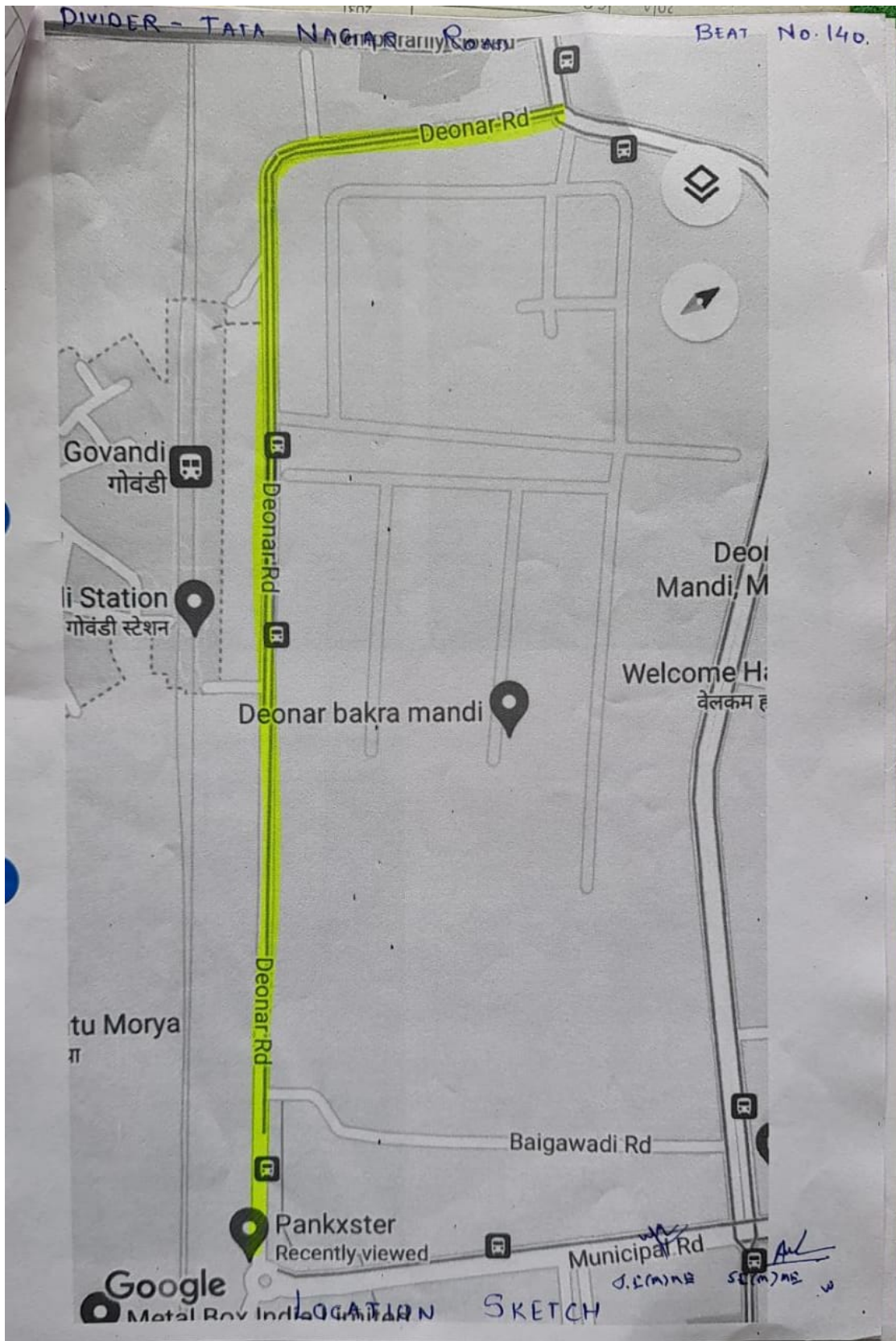


Location Sketch : Work-16

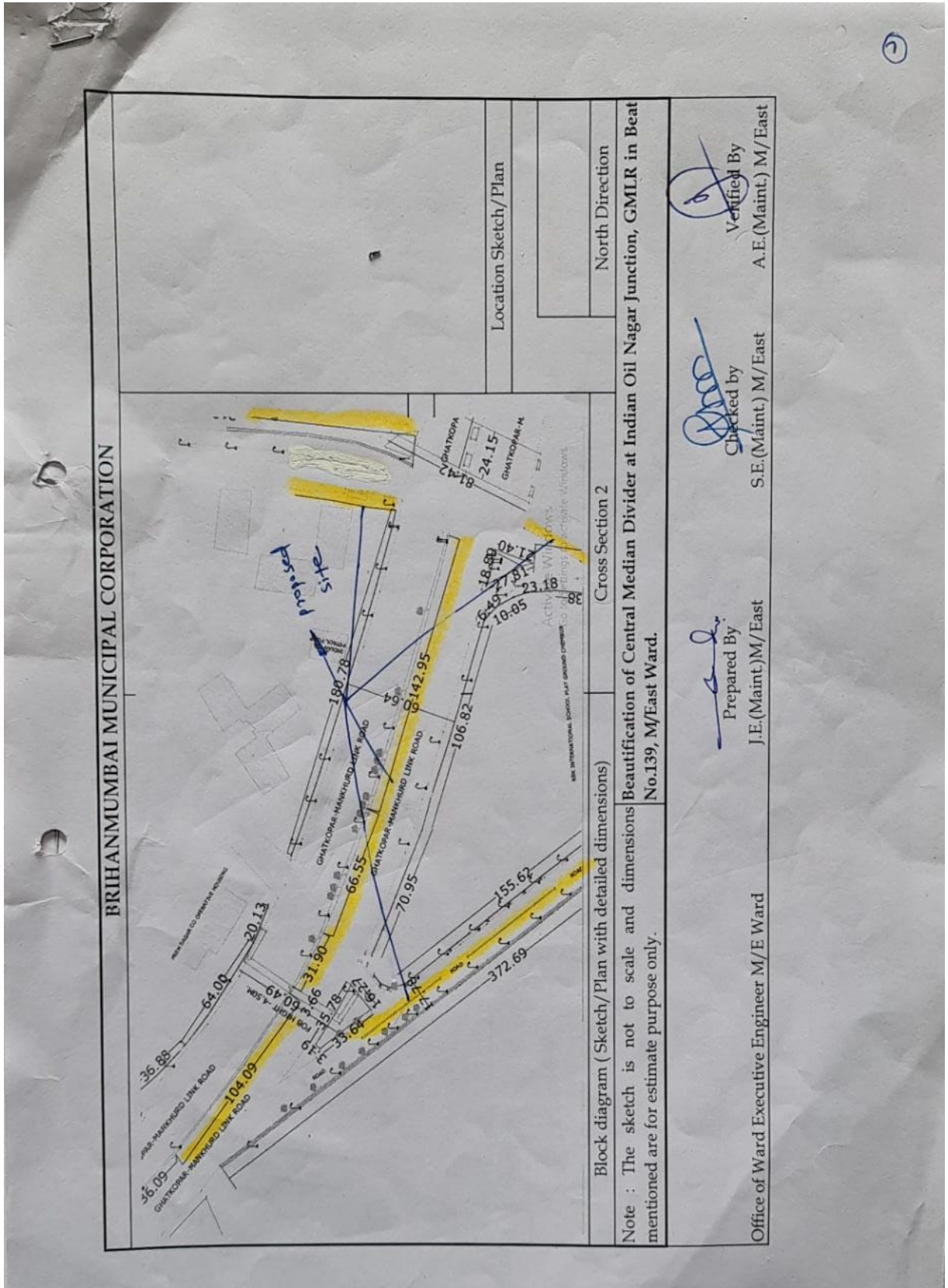


Central dividee Sai Baba vishwa at Indira Nagar.

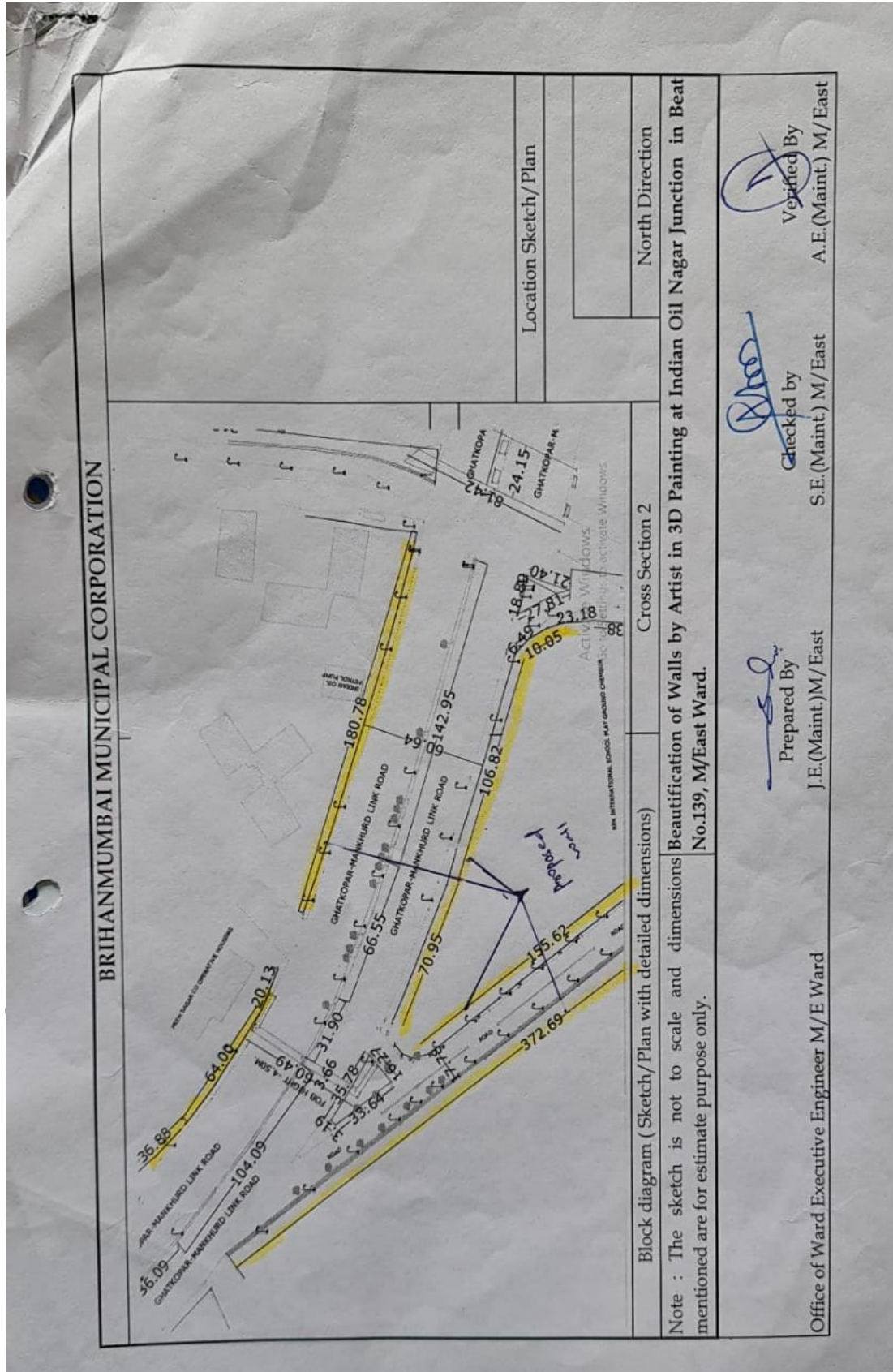
Location Sketch : Work-17



Location Sketch : Work-18



Location Sketch : Work-19



BRIHANMUMBAI MUNICIPAL CORPORATION

Location Sketch/Plan

North Direction

Cross Section 2

Block diagram (Sketch/Plan with detailed dimensions)

Note : The sketch is not to scale and dimensions mentioned are for estimate purpose only.

Beautification of Walls by Artist in 3D Painting at Indian Oil Nagar Junction in Beat No.139, M/East Ward.

Office of Ward Executive Engineer M/E Ward

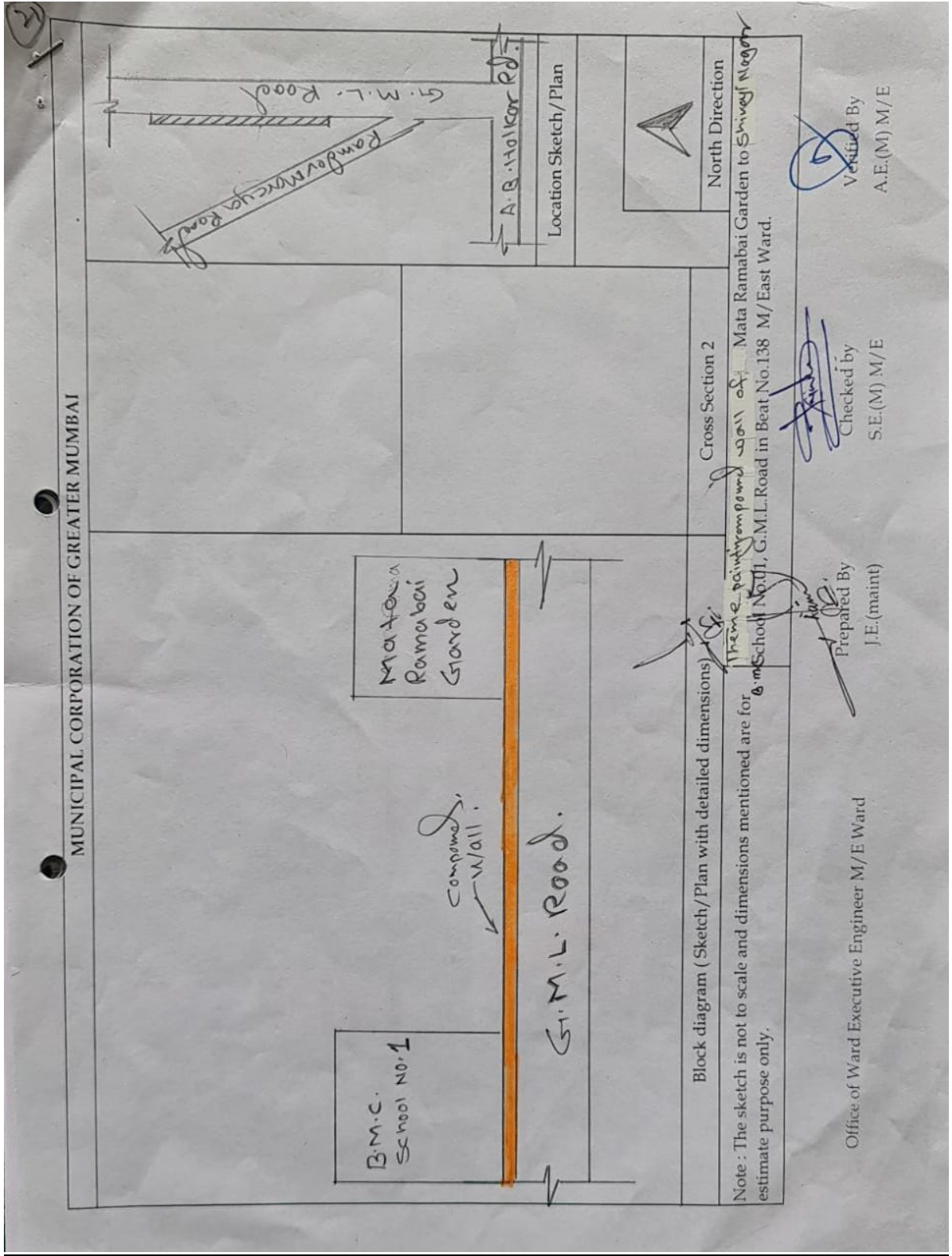
Prepared By
J.E.(Maint.)M/East

Checked by
S.E.(Maint.) M/East

Verified By
A.E.(Maint.) M/East

Location Sketch : Work-20

MUNICIPAL CORPORATION OF GREATER MUMBAI



Cross Section 2

Note : The sketch is not to scale and dimensions mentioned are for estimate purpose only.

Checked by
S.E.(M) M/E

Verified By
A.E.(M) M/E

Office of Ward Executive Engineer M/E Ward

Portal Copy

SECTION – 16
FINANCIAL BID FORM

(FORM 'B')

Financial Bid Form 'B'

ME-01: "Beautification of footpaths, Central Median Divider and Traffic Islands etc. in M-East Ward under Mumbai Beautification Project"

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

Sr.	Brief description of the Work	Office Estimate
1.	e-tender no:-ME-01:"Beautification of footpaths, Central Median Divider and Traffic Islands etc. in M-East Ward under Mumbai Beautification Project"	Rs.10,50,76,082.21/-

I/We have received; read and I am/ we are agreeable to the content of page no. 01 to page no. 121 including the Bill of Quantities while quoting the percentages offered. I/We have considered the contents of the documents contained in the above mentioned pages and into thereof, I/We have signed the documents.

Name and Title of Signatory:

Name of Tenderer(s) :

Address :

E-Mail Address of the firm:

Telephone numbers :

**Digital Signature/Signature of Tenderer(s)
Trading under the Name and style of**

(The above sheet must be filled, scanned and uploaded separately in e-Packet B along with e-tendering)