

MUNICIPAL CORPORATION OF GREATER MUMBAI

CIRCULAR

U/No.MGC/F/6342 dated 5.5.2018

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

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

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

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

- A) Only two type of barricades having department wise colour coding are proposed to be used depending upon the nature of work i.e. Minor and Major.
- i) **Minor works**: Barricading made out of 1.5 mm thick MS plate fixed on M.S. angle post/ frame of 65 mm X 65 mm X 6 mm having height of 1.5 m supported on as shown in Annex-I.
 - ii) **Major works**: Structural steel barricade made out of 1.50 mm thick M.S. Plate ISMB 250, ISLC 250X50mm and ISA 50mmX50mmX6 mm having of size 2.5 m X 2 m as shown in Annex-II.
- B) The department wise colour coding for the barricading shall be as under:-
- i) H.E. & W.S.P. department – **Blue**
 - ii) Roads, Traffic, Bridges and Coastal Roads department– **Yellow**
 - iii) S.P. & S.O department – **Green**
 - iv) S.W.D., Building Maintenance department & for ward works – **Red**
- C) The basic principle behind installing secured and continuous barricading is to ensure the safety of vehicular as well as pedestrian traffic and residents in the nearby vicinity of the project. Due to non-installation of appropriate barricades on sites if any mishap occurs leading to injury or loss of life, then the contractor and contractor's Engineer in-charge will be liable for the consequent action.
- D) During the course of execution of project, if it is noticed that the contractor has not provided barricading then a penalty of Rs.1000/- per meter per day will be imposed upon the contractor and will be deducted from the due Bill. This penalty shall be a part of penalty as per tender condition.
- E) Details of the work shall be prominently displayed on the central panel of the barricades along-with the Social Slogans as given in Annexure III and the Cycle of the same shall be maintained.
- F) The contractor shall provide and install the barricading alongwith the slogans printed as per the Annexure III, at his own cost and no payment will be made for this, however the contractor shall quote the bid accordingly by considering the cost of barricading.

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

This circular will be applicable for the new tenders proposed to be invited from 01.06.2018 and also the corrigendum shall be attached to tenders which are uploaded. However, for the projects wherein the tenders are already invited, the barricading shall be provided strictly as per tender condition. All the details (Annexure I, II & III of Standard drawings and specifications with slogans and department wise colour codes, sketches and department wise colour coding) are uploaded on MCGM portal.

This circular shall come in force with immediate effect.

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

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

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

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

sd/- 16.5.2018
(Shri V.P . Chithore)
Dir.(ES&P)

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

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

BRIHANMUMBAI MAHANAGARPALIKA
CIRCULAR
2012-2013

No.CA/CPD/36 Dtd. 03.11.2012

Sub: The tenders for works / Supply of materials/
Machineries / Equipments - The prices offered by the
bidders to be the best.

Ref: No.CA/FRD//18 Dtd.09.08.2012

For the works of civil / electrical / mechanical as well as for the supply of plant and machinery/equipments, tenders are invited through e-tendering application. After issuance of such tender notices, the tenders are received through e-tendering application. These tenders are scrutinized at the respective department level to decide the responsiveness of the received offers on the basis of the tender conditions, pre-qualification criteria as prescribed in the draft tenders. Thereafter, the responsive tenders are discussed in meetings of the tender committee formed as per the guidelines of the circular No.CA/FRD//49 of 08.11.1994 and further process of seeking approval of the competent authority to award the contract to the recommended agencies is carried out.

2 Under the provisions of amended Section 72(l) of the M.M.C. Act 1888, before entering into contract for any work or supply costing above Rs.3 Lakhs, it is mandatory to invite tenders through public advertisement in the newspapers 7 days in advance. Further, as per the provisions of Section 72(2) of the MMC. Act 1888, the commissioner shall not be bound to accept any tender which may be made in pursuance of such notice, but may accept subject to the provisions of clause (c) of Section 69. any of the tenders so made which appears to him, upon the view of all the circumstances, to be the most advantageous.

3. Of late, it has however, been noticed that in some of the cases, the tenderers quote the rates which are much below the estimated cost of the work whereas in some of the cases, the premium at abnormal rate is also quoted for certain works/supply of materials. In respect of supply of machineries / equipments, it is being alleged that the prices quoted by the bidders for the particular machinery/equipment for the MCGM are at times higher than the prices quoted for the same machinery/ equipment by the bidders in respect of supply to other agencies including Govt. agencies or those within the MCGM. With a view to ensuring that the best prices are offered by the bidder in response to the tender enquiry, it is felt necessary that an undertaking from the bidders,

is obtained, that they have offered the best prices for such supply and that they have not quoted the lower price for the same supply/work to any other agency including other Govt./semi Govt. agencies and also within the MCGM. Moreover, the tender Committee while deciding the received bids has to confirm that such an undertaking has been given by all the bidders including the recommended bidder and record these facts in the minutes of the tender Committee meeting. In case, it is found later that the prices offered are higher than the prices quoted by the bidder for the same supply to any other outside agency including other Govt./semi Govt. agencies and also within the MCGM, the earnest Money Deposit shall be forfeited and stringent action like blacklisting of the firm shall be resorted to. **However, while initiating such stringent action a reasonable opportunity of being heard shall be given to the bidder.**

4. The undertaking to be obtained from the prospective bidders on Rs.100/- stamp paper along with the tender should be as under:-

Bid No. _____

"I/We _____ (full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, 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 any establishment / firm or any other person, who have filled in the tender for the aforesaid work".

"I/We

(full name in capital letters, starting with surname), the Proprietor/Managing Partner/Managing Director/Holder of the Business/Manufacturer/Authorized Dealer, for the establishment/firm/registered company, named herein below, do hereby undertake that we have offered the best prices for the subject supply/work as per the present market rates and that we have not offered less prices for the subject supply/work to any other outside agencies including Govt./Semi Govt. agencies and within the MCGM also. Further, we have filled in the accompanying tender with full knowledge of the above 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 instruction and direction given in this behalf in this tender

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 inconveniences 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."

However, in case of price difference, if it is a result of differential tax structures, different Dollar value of Rupee, differential logistic of transport etc. Considering this aspect, before invoking the penalty, blacklisting, I/we will be given a reasonable opportunity of being heard by representing our, case as to why such price variation/differential has been arisen.

In case if the explanation submitted by me/us is unsatisfactory then action including forfeiture of deposit & blacklisting may be taken against me/us.

Tenderere's Full name, signature and address with rubber stamp

(Note : This affidavit should be given on 100 Rs. Stamp paper duly notarized by notary with red seal and registration number.)

All Assistant Commissioners and the Head of the Departments, as well as Accounts Officers shall note the above directives and follow them scrupulously. Similarly, the specific tender conditions on the above lines be incorporated in the draft tenders for the works to be carried out hereafter. Any dereliction of these directives will be viewed seriously.

Sd/-	Sd/-	Sd/-	Sd/-
18.10.2012	18.10.2012	18.10.2012	25.10.2012
Chief Accountant	Dy. Munl. Comm.	Addl. Munl. Comm.	Municipal Commissioner
(Central Purchase Dept.)	(Central Purchase Dept.)	(Western Suburb)	

CIRCULAR
2012-13

No. CA/CPD/36 Dtd. 03.11.2012

Copy to _____ with _____ more for information and necessary action please.


Accounts Officer (CPD)

BRIHANMUMBAI MAHANAGARPALIKA

CIRCULAR

2012-13

No.CA/FRD/I/54 dated 07.03.2013

Sub : Invitation of tenders for SITC of mechanical/ electrical equipments; pipelines, demolition and reconstruction of building etc. - Provision for rebate for old/unserviceable equipments/materials in tender.

In the tenders for supply, installation, testing and commissioning of mechanical/electrical equipments, pipelines, etc. by replacing old ones, demolition and reconstruction of building, a tender condition of rebate towards old unserviceable material is incorporated in the draft tender. Of late, it is however, observed that the salvage value of the old unserviceable material is not clearly worked out while preparing the office estimates/BOQ that gives freedom to the tenderers to quote abnormally low value for such salvage material.

With a view to avoiding such situation, it is hereby directed that in such type of tenders, the appropriate approximate value of the salvage/unserviceable material be worked out after following due procedure and mentioned in the draft tender/BOQ. Moreover, the buyback value of the relevant items/rebate should also be clearly worked out and mentioned in the tender. Such buyback value/rebate worked out shall be the fixed cost and the tenderers shall not quote the rebate below such salvage/buyback value. The tenderers may quote rebate/premium for rest of the items in BOQ. The suitable tender condition may accordingly be incorporated in the draft tenders for such works to be invited in future.

All Assistant Commissioners and Head of the Departments shall note the above directives and follow them scrupulously.

These directives will come into effect immediately.

sd/- 05.03.2013
C.A.(W.S.S.D.)

sd/- 05.03.2013
C.A.(Finance)

sd/- 05.03.2013
A.M.C.(P)

CIRCULAR

2012-13

No.CA/FRD/I/54 dated 07.03.2013

Copy forwarded to (with.....more) for information and necessary action, please.


for Chief Accountant (Finance)

Municipal Corporation of Greater Mumbai

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

CIRCULAR

28-9-2018

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

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

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

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

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

Following standard operating procedure is proposed to be adopted:

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

Sd/-07/08/2018
Ch. Eng. (S.W.M.)

Sd/-07/08/2018
D.M.C. (S.W.M.)

Sd/-10/08/2018
A.M.C.(E.S.)

Sd/-29/08/2018
Municipal Commissioner

Ch Eng (BM)

Submitted, please.

[Signature]
28/9/18
Dy. Ch. Eng. (SWM) Op.

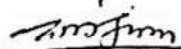
BRIHANMUMBAI MUNICIPAL CORPORATION
Chief Engineer (Vigilance) Deptt.

Circular
No.ch.E(V)/436/B dated 18/05/2023

Sub: - Annexing the Clause of GRC (Grievance Redressal committee) in the tenders.

Ref: - 1) AMC(P)'s approval U.no. AMC/P/677 dated 27.04.2023

As per the directions of AMC(P) u.no. AMC/P/677 dated 27.04.2023, all the concerned HODs, Ch.Eng. are requested to annex the Clause of GRC (Grievance Redressal committee) accompanying with this circular, in every tenders, so that vendor directly do not approach to higher authorities.


(Girish B. Nikam)
Chief Engineer (Vigilance) *DL*

C.C. to:

City Engineer, Hydraulic Engineer, Ch. E.(Roads & Traffic), Ch.E.(S.W.D.), Ch.E.(C.S.),
Ch. E. D.P., Ch.E.(W.S.P.), Ch.E.(S.P.), Ch.E.(S.O.), Ch. E. (B.M.), Ch.E.(M&E),
Ch.E.(M.S.D.P.), Ch.E.(S.W.M.), Ch.E.(C.T.I.&R.C.),
C.A.(Finance), C.A.(Treasury), C.A.(Stores), Law Officer.
Dy.Ch. E. (Roads)City /W.S./E.S., Dy.Ch. E.(Bridges), Dy.H.E. City/W.S./E.S.,
Dy.Ch. E. (S.W.D.)City/E.S./W.S., Dy.Ch.E.(Civil)Environmental, Dy.Ch.(SIC),
Dy.Ch.E.(B.M.)City/W.S./E.S., Dy.H.E.(Ops), Dy.H.E.(PPC), Dy.H.E.(Const),
Dy.C.E.(P.I.Cell), Dy.Ch.E(HIC), Dy.C.E. (BC)City / E.S./ W.S., Dy.H.E.(Maint),
Dy.Ch.E.(Traffic),
Asst. Comm.(A.K.T.)Wards., Asst. Comm.(Market.), Asst. Comm.(Estate),
E.E. (B.C.) City, E.E. (B.C.) W.S., E.E. (B.C.) E.S., E.E.(M & R), E.E. (Garden
Cell)A.O.FAS, A.O.FSA, A.O.FRD-II (City), A.O. (Stores), A.O.(Transport),
Dean KEM Hospital, Dean Nair Hospital Dean Sion Hospital, Dean Cooper Hospital.

ANNEXURE

GRIEVANCE REDRESSAL MECHANISM

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

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

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

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

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

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

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

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

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

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

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

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

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

Full Signature of the tenderer with

Official Seal and Address

MUNICIPAL CORPORATION OF GREATER MUMBAI

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

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

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

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

13.e) Arbitration and Jurisdiction:

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

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

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

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

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

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

13.e Arbitration and Jurisdiction

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

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

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

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

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

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

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

Sd/-22.08.2019
Dir. (E.S. & P.)

Sd/-29.08.2019
A.M.C. (P)

Sd/-06.09.2019
M.C.

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

Copy to :

Asstt. Comm. A707 Ward / City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / H. E. / Ch.Eng. (WSP) / Ch.Eng.(S.P.) / Ch.Eng.(MSDP) / Ch.Eng. (BM) / Ch.Eng.(Vig) / Ch.Eng. (M&E) / Ch.Eng.(D.P.)/Ch.Eng.(SWD) / Ch.Eng.(SWM) / Ch.Eng.(CTIRC)/Ch.Eng. (Coastal Roads) / Dy. Ch.Eng.(HIC) / Dy.Ch.Eng.(SIC),
Supdt. of Gardens / CA (F) / CA (WSSD)/ CA (CPD)

Forwarded for information and necessary action please.

97c
Director (E. S. & P.)

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

C.C. to : DMC(MCO)/ Jt.MC(GA)/ DMC(SE) / DMC(E)/ DMC(CPD)/
Jt.MC(SWM)/ DMC(Z-I) / DMC(Z-II) / DMC(Z-III) / Jt.MC(Z-IV) / Jt.MC(Z-V)/
DMC(Z-VI)/ Jt.MC(Z-VII) / D.M.C. (PH) / DMC (Edu.) / DMC (RE) / DMC (DM)

Forwarded for information please.

o/c

Director (E.S.& P.)

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

C.C. to: Law Officer

For compliance of para 'Y' at Pg. N/35 at your end and do the needful as per Hon'ble M.C.'s order. Original file is forwarded herewith.

Director (E.S.& P.)

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

C.C. to:

As per the note of Law Officer u/no. LO/LOP/3110/ Dy.LO (H.C. suits & PIL) dt.28.08.2019, the clause as modified by Law Officer & which is approved by Hon'ble M.C. is included in the circular please while issuing the circular.

Submitted please.

Director (E.S.& P.)

Jt.MC(Vig)/A.M.C.(City) / A.M.C.(E.S.) / A.M.C(W.S) / A.M.C(P)

Sir/Madam,

Hon'ble M.C.

Sir,

circles file

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CHE /1286/B.P. (Spl. Cell)/ Dt. 10 JAN 2020

Sub: Proposed development/ redevelopment of various proposals in Mumbai submitted by Municipal Architect.

A meeting regarding improvement of environment of Mumbai was held under the chairmanship of Hon'ble M.C. on 23/10/2019. During the said meeting Hon'ble M.C. has instructed various departments/ organisation to take specific action at their end.

By direction, M.A./user dept./executing agency shall ensure that the monitor status display board showing air monitoring units by MPCB &PIS to be displayed on all the ongoing constructions sites.

Please treat this as the "MOST URGENT"

Yours faithfully,

Sd-

Ex. Eng.(B.P.)Spl.Cell-II

MUNICIPAL ARCHITECT

Copy to:

Ex.Eng.(GIC)WS

✓ Dy.Ch.Eng.(HIC)WS

Dy.Ch.Eng.(SIC)WS

Asst. Comm. (Market)

Dy.C.E.(BC)WS

Submitted for information with a request to insist upon the contractor to comply with the above directions of Hon'ble M.C. please.

[Signature]
9/1/2020
Ex. Eng.(B.P.)Spl.Cell-II

बृहन्मुंबई महानगरपालिका
प्रमुख अभियंता (इ.प.)
16 JAN 2020
वेळ:- ११,१३,१५,१७
क्र. 019191 /HIC

(M)

Dy.M.A.
E.E.(H.I.C.)City/V.S./E.S.
A.o.(H.I.C.)
27-01
Dy. Ch. E. (H.I.C.)

Noted
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03/02/20
EPLMCOB

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EPLMCOB

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05-02-2020
EPLMCOB

(1)

MUNICIPAL CORPORATION OF GREATER MUMBAI

Chief Engineer (Vigilance)'s Office

No.Ch.E.(Vig.)/2673/B dated 02/03.2022

Circular

Subject : Guidelines for Effective Planning, supervision and Execution of all Engineering works viz. Project Works, Unstar/E-Quotation works executed by Ward offices and at Central Agency departments.

- Reference :**
- 1) Circular no.CA/FRD/I/57 dtd.13.03.2013.
 - 2) Circular no. Dir/E.S.&P/324 dtd.15.07.2015.
 - 3) Circular no Ch.E./Vig/1581/B dtd.09.09.2016.
 - 4) Circular no Ch.E./Vig/1581/B dtd.21.09.2016.
 - 5) Circular no Ch.E./Vig/3170/B dtd.08.12.2016.
 - 6) Circular no Ch.E./Vig/1490/B dtd.02.08.2018.
 - 8) Circular no.MGC/A/3991 dated 27.07.2018.

During the various site inspections carried out by the staff of vigilance department it is observed that, in spite of various guidelines, there are repetitive lapses at various stages of works. It was therefore necessary to issue guidelines in continuation of earlier guidelines.

For effective, planning, supervision and execution of all Engineering works, Unstar E-Quotation works executed at ward level and at Central Agency level shall be implemented at various stages of work with immediate effect.

A) During Estimating / Administrative approval and Tendering Stage:

- 1) The department shall prepare detailed inventory of the proposed work and obtain latest remarks of the utility departments i.e SWD, HE, Roads and Traffic, SP etc and external utility agencies. These details shall also be uploaded by the officers responsible for Preparing the Tender preferably not below the rank of Assistant Engineer.
- 2) The detailed drawings of the proposed works to be executed shall be uploaded in the e-tender system by the concerned department. The uploaded drawings should show the details such as length /size of the proposed work/plot, the location of the

(2)

site, encroachment on site (if any), existing site condition and the detailed design /dimensional cross section of the proposed work along as applicable etc.

- 3) The estimate shall be prepared strictly as per the requirement of the user department and necessity of the actual site conditions. Each and every item included in the estimate and the quantities of the said items shall be justifiable.
- 4) Similarly, the concept of inclusion of provisional quantities at the time of estimates shall be avoided except meager quantity, which may be necessary in exceptional cases to avoid the inflated tender amount.
- 5) The executing department shall take necessary actions and strictly adhere to the circulars issued under nos.1) CA/FRD/I/57 dtd.13.03.2013, 2) Dir/E.S.&P/324 dtd.15.07.2015 and 3) CA(F)/Project/31 dtd.26.10.2020.
- 6) As the separate agencies are appointed by the SWD department for Desilting of Major/minor nallas / drains, the item for Quantities for desilting shall not be considered in the estimate of the proposed works undertaken by various other central agency departments/wards to avoid duplication.
- 7) It is observed at ward level, the item of providing & fixing RCC covers on existing drains are usually included in most of the repair estimates and also the estimate/PO for supply of RCC dhapas are included in the other PO undertaken separately. Proper care shall be taken by the concerned A.E.(Maintenance) of the ward to avoid duplication of work.
- 8) In case of encroachments, time bound removal /rehabilitation plans should be ready in consultation with the concerned Assistant Commissioner of the ward, prior to finalization of the estimate. In case, if it is not possible to achieve the removal of the encroachments within the time period of the proposed work, the estimate shall be prepared accordingly by deducting the encroached portion as well as non-clear/obstacle areas and the related particulars shall be mentioned in the Draft Tender approval proposal to be submitted to the competent authority.

(3)

The improvement work in the aforesaid areas shall be taken up subsequently by inviting another E-tender after taking approval of the competent authority.

This will minimize the Extra/Excess/Saving and proper utilization of allotted funds within the stipulated contract period.

9) At present, while invitation of e-tender, only the comprehensive Bill Of Quantities (BOQ) is uploaded along with the e-tender. It is imperative to upload the measurement sheets along with the BOQ for the clarity of the intending bidders to know the specific location of the items that are to be operated at site and enable the bidders to know the exact nature of proposed work. This will help bidders for proper bidding as well as proper planning for timely completion of the work.

These points will ultimately make the estimates for the proposed works more realistic, enhance the fair competitive bidding and will minimize the Extra/Excess/Savings in the project, resulting in proper utilization of allotted funds.

B) During Execution Stage:

- 1) The chainage shall be marked invariably at the site for the works which are to be carried out length wise and approved copy of L-section duly signed by the officer not below the rank of Executive Engineer shall be displayed at site office till completion of the work.
- 2) In order to monitor the progress of the work and to achieve the desired milestones, the BAR Chart/ PERT Chart/ GANTT Chart/Time vs. Cost graph also needs to be timely updated & displayed at the site. The concerned Executive Engineer of department shall ensure the compliance.
- 3) As per the tender condition, it is mandatory to maintain sequence wise dated photographs of all the activities of the works including hidden items.

(4)

photographs taken before, during and after completion of the work with reference to same locations. In absence of proper photographic records of the hidden/ underground items, contractor shall not be allowed to be entitled for payment for these items.

- 4) As per the tender condition, *“The contractor shall maintain soft copy of various registers as applicable during execution of the work. Hard copies of the registers signed by the contractor shall be provided as required”*.

It is observed that, under the pretext of this condition, the site staff do not prepare and maintain site record at their level. As such, above tender condition needs to be modified by the respective execution department with immediate effect. The site staff of executing department shall invariably prepare and certify and maintain records during execution of the work for all the P.O. items of the works executed on the site before processing of bills and the records must be produced as and when required by higher authority.

- 5) Temperature of concrete / asphalt mixes; slump of concrete, time of arrival / laying within specified time, admixture details and other requisites are required to be invariably mentioned on the delivery challans on each site. In absence of such details, the quality of the concrete/ asphalt mixes received on site is difficult to be ascertained. These mandatory particulars shall be invariably insisted and verified by the MCGM Site Engineers, before allowing the use of material on site. The Chief Engineer (Roads & Tr.) to incorporate specific condition to that effect in the Registration Permission while according the Approval to the RMC /Asphalt plant.

In some cases, the concrete/asphalt mixes procured from the plants which are located having longer distance from the site location, it is difficult to achieve the desired quality parameters of the material as mentioned hereinabove. The concerned Executive Engineer of works shall verify the travel time required from the MCGM registered RMC/asphalt plant to the work site is optimum before approving the mix design and the material from the respective plants shall not be allowed to be laid beyond the specified time limit by Site Engineers.

(5)

6) The staff of the executing department is required to periodically inspect the RMC/ Asphalt plant periodically during preparation of concrete/ asphalt. It is observed from the records that, presently there is no regular check of MCGM staff on these plants to ensure the quality of the materials. The MCGM Site Engineers shall submit the plant inspection report to the Executive Engineer periodically and the same shall be part of mandatory record of the work. If any serious lapses/irregularities are noticed, necessary action shall be initiated against the concerned contractors/plants and the same shall be informed to the Deputy Chief Engineer (Road Planning) for taking further necessary action as deemed fit including cancellation of registration of the plants based on the gravity of irregularities.

7) The shrinkage / structural cracks, surface erosion, spalling of edges at early age are noticed in some of the Cement Concrete slab/bays. The observations in this regards for various ongoing works are already sent to the concerned department for taking necessary action. These defects may be due to the combined effect of the aforesaid reasons as stated in para bearing Sr.no 5 and 6 above and to some extent due to lack of proper supervision on site.

The Executive Engineer of the concerned department, shall ensure that, all the activities of the contract work shall be invariably executed in presence of concerned MCGM Site Engineers in conformity with all relevant contract condition/ specifications by ensuring proper laying, compaction, curing, cutting of concrete road joints within the specified time limit after the laying of the concrete, filling of joints with sealant compound, desired frequency of material testing etc. strictly as per the contract conditions/specifications to ensure long lasting, durable and best quality of the work.

8) There is specific mention in the C.C. road tender under condition no.59 of Special Condition of Contract regarding C.C. road failure due to the following:

- i) development of cracks
- ii) Spalling of edges

(6)

iii) Erosion of concrete surface etc,

The action as decided by the engineer shall be taken against the contractors. In case of development of structural/full depth cracks, 25% cost of the slab per cracked panel shall be recovered as a penalty. Further there is a stipulation about cracks in Manhole Bays, cracks observed during guarantee period and laying of action to be taken for disputed cracks. (Pg. C-63 to C-65).

Further, there is also specific mention under clause no. 8(f) of SGCC 2016 about action and compensation payable by the contractors in case of bad work and Not done as per specification. (Pg C-67 to C-69)

However, inspite of these provisions cracks, spalling of edges and erosion of concrete etc are observed in recently casted CC panels. It is observed that, executing departments are not adhering /following the above two specific provisions during execution of the work and during its Defects Liability Period (DLP).

There is an acceptance criteria for the quality and distress in CC panels which is also elaborated under clause NO. 602.14 of Ministry of Road Transport & Highways 2013 (MORTH 2013) (at pg.C-71), which clearly states that " *Cement Concrete pavement slabs having cracks of severity rating more than 2 i.e. cracks of width more than 0.5mm for single discrete cracks, multiple and transverse cracks and cracks of width more than 3mm in case of longitudinal cracks and depth more than half of the concrete pavement slabs, shall be removed and replaced as per IRC: SP-:83.* ". It is observed that all above relevant provision are not being followed by the executing departments. As such, it is proposed to initiate deterrent action against the contractors and supervisory staff if they fail to comply with above provisions (Tender condition no.59 of Special Directions to the tenderer, 8(f) of SGCC -2016 and clause no.602.14 of MORTH 2016)

Therefore Ch.E.(Roads & Tr) needs to formulate the Guidelines/action plan within one Month, for such repetitive lapses and to get the works rectified /redone during execution/DLP period of the contract. The aforesaid Guidelines shall be specifically included in all the forthcoming tenders.

(7)

It is also proposed to initiate stern action on the MCGM registered RMC plants if the standard quality of the RMC is not found received on the site. Chief Engineer (Roads & Tr) needs to formulate the Guidelines/ action plan within one Month, for such serious repetitive lapses including formulating condition of cancellation of the registration of the said RMC plant after obtaining the sanction of the competent authority. The aforesaid Guidelines shall be included in all the forthcoming tenders.

9) In some of the Asphalt road works and reinstatement of trenches, defects such as wearing of surface, settlement, potholes, undulations, level mismatch, improper gradient etc are noticed. It seems that these defects are mainly due to poor supervision, improper workmanship and use of substandard material. The Executive Engineer of the concerned department, shall ensure that, all the activities of the contract work shall be invariably executed in the presence of concerned MCGM Site Engineers in conformity with relevant contract condition / specifications, by ensuring proper laying, layer wise compaction, desired frequency of material testing etc.

10) In some departments especially Roads, SWD, BM, HE etc, multiple works are allotted to the Site Engineers. The concerned Executive Engineer, shall ensure that, no activities of the work shall be carried out in absence of concerned MCGM Site Engineers.

As per the provisions of the circular regarding fixing of accountability of engineering staff during execution of Central Agency works issued by Hon.M.C. u/no. MGC/A/3991 dated 27.07.2018, the concerned Dy.Ch.E.'s shall take review of the adequacy of Site Engineers and report to competent Authority periodically.

11) During the Defect Liability Period (DLP), the completed work shall be periodically inspected by the site staff along with the contractor and defects noticed, if any shall be got rectified immediately from the contractor as per provision of contract. The above compliance report shall be mandatory

(8)

prerequisite before releasing the deposits/retention money of the work. The concerned Accounts Officer shall confirm in this regards. Alternatively, the inspection of DLP roads during the DLP period can also be entrusted to contractor's engineer and the modality can be decided by the user department and accordingly there can be Tender condition.

12) The executing department shall ensure that all the safety precautionary measures are taken on site as per the tender conditions/specifications/policy guidelines /circulars in force. The vigilance department observations are usually based random inspection on a particular day and checking of available records during execution of the work. The vigilance department observations are closed on the basis of the compliance submitted by the executing department. Therefore, the closure of the vigilance observations shall not be reckoned/construed as the satisfactory completion of the work by the execution deptt. The contractor and the execution department shall be entirely responsible for any lapses / defects/mishaps/discrepancies in the contract work.

13) In case of Municipal building repairs/ reconstruction/ new construction works, the executing department shall obtain the Structural Stability Certificate of the part or full structure in the proper format from MCGM empaneled Structural Engineer as and when desired.

C) Supervision Stage :

The duties and responsibilities of the engineering staff i.e Sub Engineer to Chief Engineer of the respective deptt are specifically mentioned in the circular issued by Hon' ble M.C. u/no MGC/A/3991 dated 27.07.2018, to ensure that the quality of the works is delivered as per the expected standard in time bound manner. The same shall be followed scrupulously.

(9)

The concerned Executive Engineer shall take review of the work with concerned J.E / S.E. / A.E. & Contractors along with consultants (if appointed) for the work periodically and issue necessary instructions with respect to the following:

- I. The inspection of site and records of the work executed on site.
- II. The progress of the work as per approved BAR chart/time period allotted to the works and site difficulties if any.
- III. Adherence of the Safety measures on site.
- IV. The testing of all materials used on site as per the specifications.
- V. The quality of the work executed on site and to ensure that the Site Engineers supervise the work effectively.
- VI. Presence of Contractor's Technical staff on site as per tender condition and requirement.
- VII. Checking of site measurements and taking trial pits randomly wherever necessary.
- VIII. Initiate necessary action immediately against the contractors if the work is not carried out as per contract condition and initiate disciplinary action against the concerned supervisory staff for any negligence in their duties as per Municipal Service Rules.

D. Certification of Bill:

The copy of the Work Completion Certificate, Handing Over/Taking Over Certificate to user deptt, Structural Stability Certificate, Signed L-Section with chainage & dimensional drawing showing area of the executed work and all the site records with date wise photographs etc. shall be part of the mandatory records of the work. It is the duty of the concerned Executive Engineer to ensure the compliance of the same before certifying payment to the contractor at appropriate stages of the work and before forwarding to the concerned Account department for further processing.

(10)

E. Compliance of Vigilance Observations:

1. The concerned Executive Engineer of the ward / central agency is required to ensure that once the vigilance observation is made for a selected PO from the SAP system, the same should be simultaneously applied to all the other works under his jurisdiction. As per the circular u/no. ChE (V)/519/B dated 10.07.2017 and u/no.CA(F)/Project/33 dtd.02.11.2020, the concerned ward Executive Engineer /Executive Engineer of the project shall ensure that all the observations made by Vigilance department during execution of work are complied within 30 days. However, it is observed that, there are substantial number of compliances of Vigilance department observations pending with various execution departments resulting in nonconforming of implementation of vigilance deptt. observation along with pending recovery (penalty/ rebate/ saving) as proposed by vigilance department. The E.E. of Ward & Central Agency should ensure that the compliance report for the vigilance observations are submitted strictly as per the directions of Hon. M.C. issued vide aforesaid circular.
2. During routine site/record inspection by vigilance department, some lapses are observed repeatedly viz. photographic records, non-availability of updated site records, timely deduction of applicable rebates, safety precautionary measures and rectification of defects on site etc. The concerned Executive Engineer of Ward and Central agency shall take periodic review of the works under their jurisdiction as per the prevailing Guidelines /circular and shall ensure that, these repetitive lapses are avoided. In case, of non-compliance stern action against the concerned contractor responsible for the work and suitable disciplinary action against the concerned staff shall be initiated.

These are the additional guidelines and all the earlier circulars /guidelines issued will remain in force. Anything contrary to earlier directions, the stringent of two shall prevail, which protects the interest of MCGM.

(11)

All the above suggestions are recommended for achieving fair accuracy in the estimation, minimizing the Extra /Excess/saving proposals, ensuring timely recoveries from the contractors and for completing the project as per the provisions of the contract.

The concerned Account officer shall take due cognizance of the above guidelines and ensure that requisite compliances are made by the concerned departments before processing the payment.

It is directed that, all the user department will follow the above guidelines for effective control on the MCGM works and also the supervisory staff will be educated by the concerned HOD's so that the recurrence of the lapses can be minimized and the desired quality is achieved at all the stages.

The above guidelines will be applicable for all ongoing works and future works with immediate effect.

Sd/-
Dtd.24.01.2022
(Vinod P.Chithore)
Chief Engineer (Vigilance)

Sd/-
Dtd.28.01.2022
(Ajit Kumbhar)
Jt. M.C. (Vigilance)

Sd/-
Dtd.28.02.2022
(I.S Chahal)
Hon.'ble M.C.

No.Ch.E.(Vig.)/2673/B dated 02.03.2022

Subject : Guidelines for Effective Planning, supervision and Execution of all Engineering works viz. Project Works, Unstar/E-Quotation works executed by Ward offices and at Central Agency departments.

Reference : Hon. M.C.'s approval u/no. MGC/F/6328 dtd. 28.02.2022

For necessary action as per above approval of Hon.M.C.

—sd—
(Vinod P.Chithore)
Chief Engineer (Vigilance)

Copy to,

Director (ES &P)	D.M.C.(Infra)	D.M.C.(S.E.)	D.M.C.(Engg.)
D.M.C.(Env.&WM)	D.M.C.(CPD)	D.M.C.(Z-I)	D.M.C.(Z-II)
D.M.C.(Z-III)	D.M.C.(Z-IV)	D.M.C.(Z-V)	D.M.C.(Z-VI)
D.M.C.(Z-VI)	D.M.C.(Improvement)	D.M.C.(M&E)	D.M.C.(A.A.&C.)
D.M.C.(Disaster Management)	D.M.C.(Special)	D.M.C.(R&E)	D.M.C.(PH)
City Engineer	Ch.E.(Rds.& Tr.)	Ch.E.(SWD)	Ch.E.(Bridges)
Ch.E.(BM)	Hydraulic Engineer	Ch.E.(SP)	Ch.E.(SO)
Ch.E.((SWM) Projects)	Ch.E.(SWM)	Ch.E.(Coastal Road)	Ch.E.(GMLR)
Ch.E.(WSP)	Ch.E.(MSDP)	Ch.E.(CTI&RC)	Ch.E.(M&E)
Dy.Ch.E.(HIC)	Dy.Ch.E.(SIC)	Asst. Commissioner A/Ward	Asst. Commissioner B/Ward
Asst. Commissioner C/Ward	Asst. Commissioner D/Ward	Asst. Commissioner E/Ward	Asst. Commissioner F/North Ward
Asst. Commissioner F/South Ward	Asst. Commissioner G/North Ward	Asst. Commissioner G/South Ward	Asst. Commissioner H/East Ward
Asst. Commissioner H/West Ward	Asst. Commissioner K/East Ward	Asst. Commissioner K/West Ward	Asst. Commissioner L/Ward
Asst. Commissioner M/East Ward	Asst. Commissioner M/West Ward	Asst. Commissioner N/ Ward	Asst. Commissioner P/North Ward
Asst. Commissioner P/South Ward	Asst. Commissioner R/North Ward	Asst. Commissioner R/South Ward	Asst. Commissioner R/Central Ward
Asst. Commissioner S/ Ward	Asst. Commissioner T/ Ward	Asst. Commissioner (Market)	Asst. Commissioner (SWM)
Asst. Commissioner (Estate)	Asst. Commissioner (Planning)	Asst. Commissioner (Hospital)	Asst. Commissioner (R&E)
E.E. (Garden Cell)			

For information please.



(Vinod P. Chithore)
Chief Engineer (Vigilance)

Dy. M. A.
E.E. (H.I.C.) City/W.S./E.S./M&E
A.O. (H.I.C.)
for circulation to all Engg. staff.
14/03/22
Dy. Ch. E. (H.I.C.)

4-299

MUNICIPAL CORPORATION OF GREATER MUMBAI

CIRCULAR

No. Ch.E. (Vig.)/4216/B date 31/03/23


Sub :- Revision of testing fees /charges at Municipal Material Testing Laboratory from 01.04.2023.

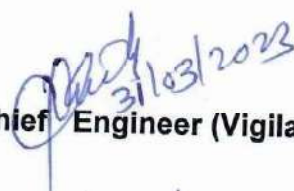
Ref :- प्रले/एफआरएम/ ४९ दि. ०७.०२.२०१३

As per Circular u/n. 1) CA / FRM / 7 dtd. 03.05.2011, 2) CA / FRM / 49 dtd. 7.02.2013 orders, schedule of fees for testing materials at Municipal Material Testing Laboratory, Asphalt Plant Compound, S.K.Ahire Marg,(Behind old passport office) Worli, Mumbai-400 030, have been revised with effect from 01.04.2023. A copy of the revised rates for different tests is enclosed herewith for ready reference.

All the concerned Officers/Site Staff are requested to take a note of this and follow the procedure given in the notes accompanying with this circular. While incorporating any conditions in the new tenders the words" rates of testing fees as per schedule in force will be applicable" should be added.


Dy. Chief Engineer (Vigilance) City/E.S.


Asst. Eng. (Soil Mech.)


Chief Engineer (Vigilance)


Ex. Eng. (Vigilance) City

Submitted to:-

A.M.C.(City), A.M.C.(W.S.), A.M.C.(E.S.), A.M.C.(P),

Jt.M.C. (Vigilance), Dir.(ES&P), D.M.C.(Infra), D.M.C. (S.E.), D.M.C. (Eng.), D.M.C.(Env)

D.M.C.Z-I, D.M.C.Z-II, D.M.C.Z-III, D.M.C.Z-IV, D.M.C.Z-V., D.M.C.Z-VI, D.M.C. Z-VII,

D.M.C.(SE), D.M.C.(E), D.M.C.(Education), D.M.C.(CPD), D.M.C.(Gardens)

Copy to:-

City Engineer, Hydraulic Engineer, Ch. E.(Roads & Traffic), Ch.E.(S.W.D.), Ch.E.(C.S.),
Ch. E. D.P., Ch.E.(W.S.P.), Ch.E.(S.P.), Ch.E.(S.O.), Ch. E. (B.M.), Ch.E.(M&E),
Ch.E.(M.S.D.P.), Ch.E.(S.W.M.), Ch.E.(C.T.I.&R.C.),
C.A.(Finance), C.A.(Treasury) , C.A.(Stores) , Law Officer.

Dy.Ch. E. (Roads)City W.S./E.S., Dy.Ch. E.(Bridges), Dy.H.E. City/W.S./E.S.,
Dy.Ch. E. (S.W.D.)City/E.S./W.S., Dy.Ch.E.(Civil)Environmental, Dy.Ch.(SIC),
Dy.Ch.E.(B.M.)City/W.S./E.S., Dy.H.E.(Ops), Dy.H.E.(PPC), Dy.H.E.(Const),
Dy.C.E.(P.I.Cell), Dy.Ch.E(HIC) , Dy.C.E. (BC)City / E.S./ W.S., Dy.H.E.(Maint),
Dy.Ch.E.(Traffic),

Asst. Comm.()Wards., Asst. Comm.(Market.), Asst. Comm.(Estate) ,

E.E. (B.C.) City, E.E. (B.C.) W.S., E.E. (B.C.) E.S., E.E.(M & R),E.E. (Garden
Cell)A.O.FAS, A.O.FSA, A.O.FRD-II (City), A.O. (Stores), A.O.(Transport),
A.E.(Maint) Civil KEM Hospital, A.E.(Maint) Civil Nair Hospital A.E.(Maint) Civil Sion
Hospital,

C/s Association.

For Information Please


Chief Engineer (Vigilance)

PROPOSED RATES OF TESTING FEES AND QUANTITY OF SAMPLES FOR TESTS (YEAR 2023-24)				
Sr. No.	Description of test	Reference/ Standard	Rates in Rs. Per test	Quantity of samples required
A AGGREGATE (COARSE & FINE)				
1	Sieve Analysis (dry)/Fineness Modulus	IS 2386 : Part I – 1963 (Reaffirmed 2021), IS 383 – 1970 (Reaffirmed 2016), MoRTH – 2013	1320.00	20 kg.
2	Silt Content		1670.00	2 kg.
3	Specific Gravity	IS 2386 : Part III – 1963 (Reaffirmed 2021)	1240.00	1 kg.
4	Impact Test	IS 2386 : Part IV –1963 (Reaffirmed 2021), MoRTH – 2013	1670.00	10 kg.
5	Crushing Value/ 10% Fine Value		1960.00	10 kg.
6	Los Angeles abrasion Value		2890.00	10 kg.
7	Water absorption	IS 2386 : Part III –1963 (Reaffirmed 2021), MoRTH – 2013	1240.00	1 kg.
8	Flakiness Index	IS 2386 : Part I –1963 (Reaffirmed 2021), MoRTH –2013	1320.00	10 kg.
9	Elongation Index		1320.00	10 kg.
10	Combined Flakiness & Elongation Index		2580.00	20 kg.
B ASPHALTS				
11	a) Asphalt Macadam / Bituminous Macadam, Asphalt Mixes(Extraction & gradation)	IRC 27 – 2009, MoRTH – 2013	2500.00	7 kg. See Note-2 & 3
	b) Seal Coat (Extraction & Gradation)	Specification MoRTH –2013	2500.00	3 kg. See Note-2 & 3
12	Binder Course (Extraction, Gradation, Density, Voids)	Specification MoRTH –2013	3540.00	7 kg. See Note-2 & 3
13	Asphalt Concrete /Bituminous Concrete/ Dense Bituminous Macadam, Semi Dense Bituminous Concrete/ Polymer Modified Binder(PMB)/ Crumb Rubber Modified Binder (CRMB) (Extraction, Gradation, Density, Voids, Flow value, Marshall Stability)	IRC 29-1988, MoRTH – 2013, IRC-SP-53-2010	5120.00	7 kg. See Note-2 & 3

14	Mastic asphalt (Extraction, Gradation, hardness no)	IS 5317-2002 (Reaffirmed 2017) IS 1195-2002 (Reaffirmed 2017)	3190.00	2 specimen each of 10 cm dia or 10 cm square (2.5cm thk .)
15	Field density of Asphalt mixes /Soils	IS 2720 : Part 28, 1974 (Reaffirmed 2020)	3540 for first test and Rs.1840.00 for each addl. test.	See Note 13 & 23
16	Specific gravity of bitumen	IS 1201 to IS 1220:1978 (Reaffirmed 2019)	1670.00	2kg. See Note-9,10,11
17	Penetration test of bitumen		1670.00	2kg. See Note-9,10,11
18	Softening point of bitumen		2050.00	2kg. See Note-9,10,11
19	Presence of anti stripping agent	CRR I Specifications	1520.00	1 kg bitumen from Plant (sealed)
20	Effectiveness of anti stripping agent		2500.00	1 kg. in wide mouth bottle.
21	Ductility test of bitumen	IS 1201 to IS 1220:1978 (Reaffirmed 2019)	2270.00	1 kg. in wide mouth bottle.
22	Flash Point & Fire point		1520.00	1 kg. in wide mouth bottle.
23	Loss on heating, Thin Film Oven Test		2500.00	1 kg. in wide mouth bottle.
24	Viscosity Test		2730.00	2 kg. See Note-9
C	SOILS			
25	Specific gravity	IS 2720 : Part 3-1980 (Reaffirmed 2021)	1520.00	1 kg.
26	Bulk density		970.00	2 kg.
27	Natural moisture content	IS 2720 : Part 2-1973 (Reaffirmed 2020)	770.00	2 kg. See Note-10
28	Liquid limit	IS 2720 : Part V-1985 (Reaffirmed 2020)	1320.00	10 kg.
29	Plastic limit		1320.00	10 kg.
30	Void ratio (density & specific gravity)		1070.00	

31	Standard Proctor Test	IS 2720 : Part 7-1980 (Reaffirmed 2021)	3540.00	20 kg.
32	Modified Proctor Test	IS 2720 : Part 8-1980 (Reaffirmed 2020)	3540.00	20 kg.
33	Laboratory C.B.R. Test	IS 2720 : Part 16-1987 (Reaffirmed 2021)	4350.00	25 kg.
34	Dry Sieve Analysis	IS 2720 : Part 4-1985 (Reaffirmed 2020)	1070.00	25 kg.
35	Field C.B.R. Test	IS 2720 : Part 31-1990 (Reaffirmed 2020)	Rs. 3540.00 for first test and Rs.1840.00 for each addl. test.	
36	Safe Bearing Capacity of Soil	IS 6403-1981 (Reaffirmed 2021)	Rs. 3540.00 for first test and Rs.1840.00 for each addl. test	
D	BUILDING MATERIALS			
	CEMENT			
37	Cement (Initial & Final Setting time, Compressive Strength)	IS 269 – 2015 (Reaffirmed 2020) IS 12330 – 1988 (Reaffirmed 2019) IS 455 – 2015 (Reaffirmed 2020) IS 1489 – 2015 (Reaffirmed 2020) IS 4031 – 1988 (Reaffirmed 2019) IS 4031 - 1988 (Reaffirmed 2019)	4460.00	7 kg. See Note-7.
38	Lime		830.00	3 kg
	BRICKS			
39	a) Bricks(Set of Ten) (Compression Test, Absorption Test)	IS 12894-2002 (Reaffirmed 2017) IS 1077-1992 (Reaffirmed 2016) IS 13757-1993 (Reaffirmed 2016) IS 3495 (Part-1) 2019 IS 3495 (Part-2) 2019	3190.00	10 Nos.

STEEL				
40	Steel bars (6mm dia to 20mm dia)(Area on weight basis, Yield Stress/0.02% Proof Stress , Ultimate Tensile Strength, % Elongation)	IS 432-1982 (Reaffirmed 2020) IS 1786-2008 (Reaffirmed 2018)	3320.00	60 cm. see Note 1 (c), 8.
41	Steel bars (Above 20mm dia)(Area on weight basis, Yield Stress/0.02% Proof Stress , Ultimate Tensile Strength, % Elongation)	IS 432-1982 (Reaffirmed 2020) IS 1786-2008 (Reaffirmed 2018)	3950.00	60 cm. see Note 1 (c), 8.
CONCRETE				
42	Concrete Cube (Compressive Strength)	IS 456-2000 (Reaffirmed 2021), IS 516-1959 (Reaffirmed 2018)	1520.00	3 Nos. see Note 1 (c), (e), (h) & 18
43	Concrete Beam (Flexure Test) (10x10x50cm)		1960.00	3 Nos. see Note 1 (c), (e), (h) & 18
44	Concrete Beam (Flexure Test) (15x15x70cm)		1960.00	3 Nos. see Note 1 (c), (e), (h) & 18
TILES				
45	Tiles (Absorption test)	IS 1237-2012 (Reaffirmed 2017), IS 13801-2013 (Reaffirmed 2018), IS 13630(Part-2)-2019, IS 15622-2017 IS 13630 (Part-6)-2019	1840.00	6 Nos. for each test
46	Tiles (Wet Transverse Strength Test)		1840.00	6 Nos. for each test
47	Tiles (Abrasion Test)	IS 13630(Part-12)-2019	3540.00	See Note 15
48	Wood (Moisture content)	IS 287-1993 (Reaffirmed 2017) IS 11215-1991 (Reaffirmed 2020)	1520.00	See Note 14
CORES				
49	C.C.Road Core (Compression Test)	IS 456-2000 (Reaffirmed 2021), IS 516-1959 (Reaffirmed 2018)	7000.00 per core	See Note 1 (e), (h) & 18
R.C.C. COVERS				
50	R.C.C. Cover & Dhapa testing	IS 12592 : 2002 (Reaffirmed 2018)	1520.00	

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	R.C.C. PIPES			
	Pipe testing			
51	a) Up to 600 mm dia.	IS 3597-1998 (Reaffirmed 2018), IS 458-2003 (Reaffirmed 2021),	6220.00 Per pipe	Minimum One pipe of Each dia. Per Lot.
	b) 600 to 900 mm dia		7000.00 Per pipe	
	c) 900 mm & above.		7950.00 Per pipe	
	CONCRETE PAVING BLOCKS			
	Paver Blocks (As per Road Dept. requirement)			
52	a) Water absorption test	IS-15658-2021	1670.00	3 Nos
	b) Compressive test		3190.00	8 Nos
	c) Tensile Splitting test		3190.00	8 Nos
	d) Abrasion Test (Dry Condition)		3190.00	(See note no.21)
53	SWD/MANHOLE FRAME & COVERS (FRP COVERS)			
	a) Light / Medium Duty (Failure Load Test)	IS 1726: 1991, (Reaffirmed 2017) BS EN-124 2015	2910.00	1 no per lot of 50 covers
	b) Heavy Duty (Failure Load Test)		4350.00	
54	C.I Frame &. Covers			
	a) Light / Medium Duty (Failure Load Test)	IS 1726: 1991, (Reaffirmed 2017)	2910.00	1 no per lot of 50 covers
	b) Heavy Duty (Failure Load)		4350.00	
55	WATER TABLE (Failure Load Test)	BS-7263: Part 1: 2001 BS EN-1339: 2003	2910.00	1 Sample for 1000 nos of product
56	KERB STONE (Failure Load Test)		2910.00	
57	Welding Test (Tensile)	IS 3600 : 2019	2180.00	(See note no.22)
	OTHER CHARGES			
58	Duplicate additional copy of test report not older than 5 years		90.00 Per Copy	

Notes:

- 1) All requests for testing of samples must be made in writing in duplicate, specifying therein the following information. (Separate memo should be sent for cement, concrete, steel, soil, asphalt etc.)
 - a) Please mention the name of ward in which the work site is located, Name of the work, code number if any.
 - b) Type of material and tests desired (i.e. grade of cement, date of consignment.)
 - c) Identification mark on the sample should be mentioned on the forwarding memo(In case of concrete beams and cubes identification mark, grade of concrete, date of casting, specimen number etc. should be engraved on concrete sample.) If these details are marked by paint, samples will not be accepted. In case reinforcement bars, details shall be displayed on label pasted on bar and label must be signed by the Officer who has taken samples.
 - d) Name and full postal address of the Officer to whom the result is to be sent.
 - e) Date of sampling (i.e. date of laying asphaltic mix, Sr. No. of load, Name of the supplier/asphalt plant from where asphalt mix is acquired, casting concrete or taking sample)
 - f) Name of Contractors carrying out the work.
 - g) Additional information as spelt out in Ch.E. (Roads) circular U/No. Ch.E./3231/Roads of 07/09/06, in case of Asphalt Mixes.
 - h) Request for testing sample memo should comply circular u/no. Ch.E. / Vig./1827/B of 08.11.2021 & frequency of testing of various materials/items should be as per the circular u/no. Ch.E. / Vig. / 2348/ B of 28.12.2021.
 - i) Any other information which is specified by the user department.
- 2) Samples must also bear the identification mark and signature of site-in-charge/Officer taking the sample. In case of samples of asphaltic mixes sent in polythene bags, a legible-duplicate tag should be stapled from outside.
- 3) Quantity of sample must be adequate as shown in schedule and the specification with which the samples is to be tested shall be clearly mentioned on forwarding memo by the site in charge.
- 4) In case of payment by Demand Draft & by Cash, the full testing fees shall be paid in advance between 10.30 AM and 3.00 PM (01:30 PM to 02:00 PM Lunch Hours)

on working days except Saturday, and between 10.30 A.M. and 12 noon on Saturday.

- 5) In case of Online Payment (Only on introduction of this facility for Material Testing Lab)
 - a) Full Payment as per the scheduled rates and penalty if applicable as per clause No. 12, 17 of this circular, shall be made before submission of sample to Material Testing Laboratory.
 - b) The Payment Receipt in original, shall be submitted along with the sample.
 - c) In-adequate quantity of sample will not be accepted irrespective of payment of full testing fees or in case of non-payment of penalties.
 - d) The amount paid will be forfeited in case of submission of inadequate quantity of samples or in case of part/non-payment testing fees/penalties.
- 6) For issuing additional copies or duplicate copies, Rs.90/- 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.
- 7) Cement samples should be forwarded in sealed airtight container, one opening on top not less than 10cm. in diameter.
- 8) The steel samples for tensile testing of reinforcing bars, shall be straight for entire length without bends. The ends of bars shall be hack saw cut and not chisel cut. One sample of each dia. bar shall be sent for first test and for retest three bars shall be sent. The length of the bars shall be 60cm. for all dia. of steel bars.
- 9) Samples of bitumen, cut back, emulsions shall be forwarded in wide mouthed metal containers with labels pasted on the lid. (At least 2 litre capacity metal container)
- 10) Samples sent for testing natural moisture content shall be forwarded in wax coated packing or sealed airtight polythene bags.
- 11) The quantity of bitumen, cut back, emulsion sample should be at least 2 litres.
- 12) The sample thus taken shall be sent to Municipal Testing Laboratory as per the condition mentioned in the relevant Tender. The samples thus taken shall be sent to the municipal testing laboratory within 4 days from the date of laying of Asphalt Mix on site. In case of any delay, additional testing charges as penalty would be recovered from the contractor at the following rates

A	From the 5 th day to 7 th day from date of laying of asphalt mix on site.	Rs 10,000/-
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B	From the 8 th day to 14 th day from date of laying of asphalt mix on site.	Rs 20,000/-
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The above charges i.e. (A) and (B) shall be paid by the contractors at the time of submitting the samples in Municipal Laboratory.

As per tender conditions, additional penalty towards delay in submission of sample, if any, over and above (A) and (B) mentioned above also for other materials, would be recovered from the Contractors bill by the respective user department and would be credited to the following budget head and Voucher No. and date shall be intimated to A.E. (Soil Mech.)

If the samples of the asphalt mixes are not sent for testing within 14 days, payment for the corresponding quantity with reference to these samples shall not be made. The Charges would be recovered from the respective bills payable to the contractors by the respective user department and credited to the following budget head-

Fund Code: - 11

Department Code: - 44

Cost Center Name: - Material Testing Lab

Cost Center Code: - 1000442501

Account Head Penalties & Fines

Account heads code: - 140200200

13) Field Density test shall be taken on Asphalt concrete Carpet for any thickness. The Contractor shall obtain the intimation letter from Engineer-in-charge & furnish the same to A.E. (Soil Mech.) within 7 days from the date of laying of Asphalt concrete, for carrying out the field density test. If the Contractor fails to intimate the same within 7 days period the additional charges as penalty would be recovered from the Contractor at Rs.200/-per test per week at the time of submission of intimation to A.E.(Soil Mech.)'s office.

14) Sample of wood – As per I.S. 11215-1991, Clause No.4.2.3.


15) The test specimen shall be set of 6 pieces of size 70.6mm x 70.6mm, centrally cut from tiles and all corners shall be perfectly diagonal.


16) Sample shall be carefully brought & unloaded at Lab without any defects.

17) The samples taken for cubes and beams shall be sent to municipal testing lab at least two days before the actual date of testing. In case of delay additional testing charges as penalty shall be recovered from the Contractors at following rates.

- a) 100% additional testing charges per week shall be recovered other than concrete road works.
 - b) For concrete road work Rs.1000.00 per day will be recovered as per special conditions /directions to the tenders for cement concrete road works.
- 18) In case of Non satisfactory result of concrete cube 28 days Strength/Core Compressive Strength, re-assessment of strength should be as per circular u/no. CHE/Vig/1938/B dtd.23.11.2021.
- 19) R.C.C.Covers: No. of samples as per I.S. 12592: 2002
- 20) R.C.C. Pipes: No. of samples as per I.S.458-2021.
- 21) The test specimen shall be of size 71±0.5mm in square centrally cut in paver block and all corners shall be perfectly diagonal.
- 22) The finished sample for testing of welding shall be submitted by contractor at his own cost as per IS 3600.
- 23) Contractors have to make the to & fro arrangement for the transportation of equipment & staff for conducting following test
- a) Field C.B.R. b) Field Density for A.C. c) Safe Bearing Capacity
- 24) For testing of R.C.C. pipes of dia. above 600 mm contractors has to make arrangement of hydra or necessary arrangements for handling the pipe & placing it in position under loading frame for testing. After testing of RCC pipes, the contractor has to take back the tested RCC pipes from the Municipal testing laboratory at their own cost.


Dy. Chief Engineer (Vigilance) City/E.S.


Ex. Eng. (Vigilance) City


Chief Engineer (Vigilance)


Asst. Eng. (Soil Mech.)

बृहन्मुंबई महानगरपालिका

परिपत्रक

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

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

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

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

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

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

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

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

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

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

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

सही/- २८/०३/२०२३

(पांडुरंग गोसावी)

प्रमुख लेखापाल (पा.पु.म.नि.)

सही/- २८/०३/२०२३

(प्रदिप पडवळ)

प्रमुख लेखापाल (वित्त) प्र.

सही/- २८/०३/२०२३

(रामदास आव्हाड)

उप आयुक्त (वित्त)

सही/- २८/०३/२०२३

(पी. वेलरासू)

अतिरिक्त आयुक्त (प्रकल्प)

(7)

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. Dir / ES & P / -15 / (1) / dated 31/12/19

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

The following officers were present for the meeting.

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

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

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

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

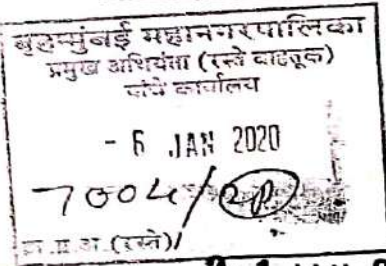
- i) HoD of the concerned deptt.
- ii) MOH of the Ward
- iii) A.S.O. of the Ward

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

The meeting then concluded.

[Signature]
Dir. (ES & P)
31/12/19

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



21 JAN 2020

Dy. Ch. E. (Rds) City / W S / E S / Traffic / Planning, ~~Asphalt Plant, ERP~~
for necessary action pls
[Signature]
ERP to
18/1/20.
Ch. Eng. (Roads & Traffic)

SPECIAL DIRECTIONS FOR ACCIDENT COMPENSATION

(To be included in tender conditions)

(A) Preamble:-

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

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

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

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

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

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

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

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

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

c) Partial/ Permanent Disability:

- i) In case of partial disability, compensation up to Rs 2,50,000/- shall be paid by the contractor within 7 days on receipt of directions from the competent authority/MCGM Pannel.
- ii) In case of permanent disability compensation up to Rs 5,00,000/- shall be paid by the contractor within 7 days on receipt of directions from the competent authority/ MCGM Pannel.

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

d) Death:

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

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

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

- a) Attempted suicide or self-inflicted injuries while sane or insane, or whilst the person is under the influence of any narcotic substance or drug or intoxicating liquor.
- b) The Death/ Permanent Disability/ Partial Disability shall be caused by violent, external and visible means.

MCGM Pannel :- May be included with

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

Or as may be decided by the Municipal Commissioner.

Municipal Corporation of Greater Mumbai

(Solid Waste Management Department)

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

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

Reference: - i) Hon'ble Supreme Court's order in the Special Leave petition (civil) No. D 23708/2017, dated 15/03/2018
ii) Hon'ble M.C. Sir's Approval u/no. MGC/F/7076 dt. 30/08/2018
iii) Circular u/no. Dy.Ch.E/SWM/3957 OP. dt. 28/09/2018
iv) Monitoring Committee Meetings dt. 28/11/2018 & 23/01/2019
v) DMC / SWM / 3988 dt. 28/12/2018

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

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

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

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


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

Director (E.S.& P.) / D.M.C.(S.E.) / D.M.C.(E.)

D.M.C.(Z-) / D.M.C. (Education)

I to VII

Municipal Corporation of Greater Mumbai
(Solid Waste Management Department)

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

Reference: - i) Circular u/no. Dy.Ch.E/SWM/3957/OP dtd. 28.09.2018
ii) Directives of High Court appointed Monitoring Committee
iii) DMC/SWM/3998 dt. 28.12.2018

Details of S.W.M. NOCs obtained for departmental work by various MCGM departments
(To be emailed to - ec01z6.swm@mcm.gov.in / eeswmz6@gmail.com every month)

Name of the Department / Sub Division: _____

Month: _____

Sr. No.	Month	No. of S.W.M. NOCs Obtained by contractors	No. of Work Orders issued	Action taken / Proposed for non-compliance	Remarks
1.	Cumulative till previous month				
2.	This month _____				

Asstt. Engr. _____

Ex. Engr. _____

Dy. Ch.E.(S.W.M.)Op.

Municipal Corporation of Greater Mumbai

No. Dy.Ch.Eng./SWM/3957/QD dt. 10/9/2018

CIRCULAR

28-9-2018

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

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

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

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

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

Following standard operating procedure is proposed to be adopted:

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

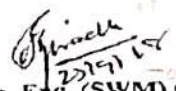
Sd/-07/08/2018
Ch. Eng. (S.W.M.)

Sd/-07/08/2018
D.M.C. (S.W.M.)

Sd/-10/08/2018
A.M.C.(E.S.)

Sd/-29/08/2018
Municipal Commissioner

Forwarded for information and compliance please


Dy. Ch. Eng. (SWM) Op.

D:\Online C&D Details\Unauthorised C&D waste docs

Scanned by CamScanner

Municipal Corporation of Greater Mumbai

(Solid Waste Management Department)

No. D.M.C./S.W.M./ 3938#2 8 DEC 2018

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

Reference: - i) Hon'ble Supreme Court's order in the Special Leave petition (civil) No. D 23708/2017, dated 15/03/2018

ii) Hon'ble M.C. Sir's Approval u/no. MGC/F/7076 dt. 30.08.2018

iii) Circular u/no. Dy.Ch.E/SWM/3957/OP. dt. 28/09/2018

iv) Monitoring Committee Meeting dt. 28/11/2018

A Circular has already been issued regarding SOP to be followed for implementation of the Construction & Demolition Waste Management Rules 2016 which mandates all departments to obtain SWM C & D NOC for proper disposal of C & D waste material generated out of works carried out by them.

During the discussion in the monthly meeting held on 28/11/2018, the Monitoring Committee has called for compliance of the directives in the circular stating that the department has taken necessary action regarding obtaining SWM C & D waste management NOC for disposal of C & Waste material generated during departmental works.

All concerned departments are the hereby requested to submit the relevant information in the attached format by 15th of every month positively on email- eeswm26@gmail.com / eeswm26@mcgm.gov.in as the same is required to be given to the Monitoring Committee every month.



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

MUNICIPAL CORPORATION OF GREATER MUMBAI < / 12

Circular No. D.M.C./S.W.M./47, 541 E6 APR 2018

Hon. Supreme Court of India has passed orders in the Special Leave Petition: (Civil) No. D 23708 / 2017 dated 15/03/2018. Accordingly MCGM shall permit a builder or developer to carry on Construction at their sites for deposition of C & D waste subject to following procedure. The approval in the C & D "Waste Management Plan" (WMP) for transportation of C & D waste to designated unloading sites shall be provided by applicant on line.

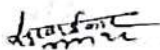
A) For Existing designated unloading sites -

1. Consent Letter along with notarized documents from the land owner of the designated unloading site and mentioning Quantity of C & D Waste that can be accommodated along with time period
2. Name, address, contact person of the transporting agency.

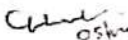
B) For Approval of New C & D waste unloading sites -

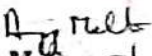
The builder/developer shall apply to Solid Waste Management Department with following details :-

1. The Owner/ POA shall submit an Application for the purpose of declaring the Site/Land as "Approved designated Unloading site" for unloading of C & D waste as per C & D Waste Management Rules, 2016.
2. The Application shall accompany with
 - (i) Property card and/ or 7/12 extract, Location Plan, Plot Boundary with Contour Map, Quantity of C & D waste which can be unloaded and Period.
 - (ii) Title Report from Advocate in practice having 5 years of experience, indicating the title of applicant.
3. The site will be inspected by Zonal E.E. (SWM) for its suitability for unloading of C & D waste within 15 days of application. If site is found to be acceptable, the Approval shall be granted to the new site as "designated unloading site" to receive C & D Waste. This site shall be made available for on line approval of C & D "Waste Management Plan".
4. The builder / developer shall pay Bank Guarantee online as per annexure-A based on the plot area of construction site.


Ch.E. (S.W.M.)


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


A.M.C. (E.S.)


M.C. 5/4/17

MUNICIPAL CORPORATION OF GREATER MUMBAI

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

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

CIRULAR

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

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

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

Grievance Redressal Committee (GRC)

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

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

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

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

In tabular format.

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

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

Sd/- 27.07.2021
Dy ChE (Civil) CPD

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

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

sd/- 06.08.2021
Hon,ble M. C.

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

[Signature] 01/09/2021
Dy ChE (CPD) Civil

Copy To:

Additional Commissioner (ES/ Project/ City/ W/S)

Jt MC (Vig/ Education)/ Jt MC/ DMC- Zone (I/ II/ III/ IV/ V/ VI/ VII)/ (Public Health/ A&C/ Education/ Improvement/ CPD/ Infrastructure/ Engineering/ Special Engineering/ Environment/ SWM/ Spl/ RE)/ Director (Disaster Management/ Information Technology/ Zoo/ ES&P/ Medical Education & Major Hospitals)

City Engineer/ Hydraulic Engineer/ Chief Engineer (BM/ Rd&Tr/ Bridges/ SWD/ Coastal Road/ WSP/ MSDP/ SP/ SO/ SWM/ M&E/ CTI&RC/ DP/ ~~Vigilance~~)/ Municipal Architect

Dean (Nair/ LTMG/ KEM/ Cooper/ Nair Dental/ ChMS&HOD)/ Director)

Executive Health Officer/ Law Officer/ Chief Fire Officer/ Education Officer/ Insecticide Officer/ Security Officer/ Chief Labour Officer/ Supt. of Gardens/ Supt. of License/ Asstt. Assessor & Collector/ Ch. Inspector Shop & Est./ GM Deonar Abattoir/ Manager Printing Press/ MCA/ MS

Chief Accountant (Finance/ Treasury/ WSSD/ CPD)

Asstt. Comm. (A, B, C, D, E, F/S, F/N, G/S, G/N, H/E, H/W, K/E, K/W, L, M/E, M/W, N, P/S, P/N, R/C, R/N, R/S, S, T) Wards/ RE/ Estate

प्रमुख अभियंता (सहायक)
वा.स. कार्यालय
07 SEP 2021
विभागांक क्रमांक
1343/B

उप प्रजर्जन (सहायक) वा.स. कार्यालय (सहायक)

मुद्रित कार्यवाही Imp. Guidelines / circulars.

प्रमुख अभियंता (सहायक)
07/09/2021

(अर्थ)

अर्जितकर

Official मध्येन इलारित

करण महत्वाच्या परिपत्रकांमध्ये

हीर मध्ये नातावे-

मार्ग
5-मार्ग (1)

जल-८३-२५००(३२)

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१२-२०१३

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

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

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

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

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

अ.क्र.	परिपत्रक क्र.उपप्रमुख अभियंता/३६६३/इ.प्र.(शहर) दि.३०.०९.२०११ मधील नमूद मुद्दा	सुधारीत आदेश
१.	इमारत व इतर बांधकाम (रोजगार नियमन व सेवाशर्ती) अधिनियम १९९६ तसेच इमारत व इतर बांधकाम कामगार कल्याण उपकर नियम १९९८ अंतर्गत उपकराची वसुली दि.०१.०७.२०१० पासून करणे आवश्यक आहे.	इमारत व इतर बांधकाम (रोजगार नियमन व सेवाशर्ती) अधिनियम १९९६ तसेच इमारत व इतर बांधकाम कामगार कल्याण उपकर नियम १९९८ अंतर्गत उपकराची वसुली दि.०१.०७.२००८ च्या पूर्वलक्षी प्रभावाने करण्यात यावी.
२.	उपकराच्या रकमेचा भरणा करणे, ताळेबंद करणे व तो गोळा करण्याकरिता झालेल्या खर्चाचा परतावा इ. बाबतीची कार्यवाही प्रमुख लेखापाल खात्याने करणे अपेक्षित आहे.	शासन निर्णयासोबत जोडलेल्या प्रपत्र-१, परिशिष्ट-२, ३ व ४ अन्वये मंडळाला सादर करावयाचा तपशील संबंधित खात्यांशी निगडीत असल्याकारणाने उपकराच्या रकमेचा भरणा / ताळेबंद व तो वसूल करण्यासाठी झालेल्या खर्चाचा परतावा इ. बाबतीची कार्यवाही संबंधित खात्यानेच करावी व त्याचे लेखापरीक्षण व त्याबाबतच्या संप कार्यप्रणालीमध्ये नोंद घेण्याबाबतची कार्यवाही प्रमुख लेखापाल खात्यातर्फे करण्यात यावी. (याबाबतच्या अधिक स्पष्ट सूचना सादर परिपत्रकामध्ये पुढे देण्यात आल्या आहेत.)
३.	सादर अधिनियमांतर्गत - संबंधित विभाग शासकीय / निमशासकीय उपक्रम यांनी बांधकामास परवानगी देण्याच्या प्रत्येक प्रकरणास युनिक क्रमांक देऊन, बांधकाम सुरु करण्याच्या प्रमाणपत्रामध्ये तो नमूद करणे आवश्यक असल्याचा तरतुदीचा उल्लेख सादर परिपत्रकामध्ये केलेला नाही.	सर्व संबंधित विभाग शासकीय / निमशासकीय उपक्रम यांनी बांधकामास परवानगी देण्याच्या प्रत्येक प्रकरणास युनिक क्रमांक द्यावा आणि हा क्रमांक बांधकाम सुरु करण्याच्या प्रमाणपत्रामध्ये नमूद करावा. महाराष्ट्र व इतर बांधकाम उपकरासंबंधीचा हा युनिक कोड नसेल तर बांधकाम सुरु करण्याचे प्रमाणपत्र अपूर्ण असल्याचे मानण्यात यावे.

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

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

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

- १) इमारत व इतर बांधकामावर आकारण्यात येणाऱ्या उपकराची रक्कम ३५०३०९९०५ (इमारत बांधकाम कल्याणकारी उपकर) या लेखा संकेताकाखाली जमा करण्यात यावी.
- २) जमा करण्यात आलेली उपकराची रक्कम-शासकीय तिजोरीत भरणा करण्यापूर्वी संबंधित खात्याने, संबंधित लेखा विभागाकडून त्याची पडताळणी करून घेतल्यावरच उपकराच्या रकमेचा धनादेश विहित केलेल्या कालावधीमध्ये संबंधित खात्यानेच (विभागीय कार्यालयामध्ये ज्यांनी कंत्राटदाराला कार्यादेश दिला असेल त्या संबंधित खात्याने) शासकीय तिजोरीमध्ये जमा करावा. मात्र कोणत्याही परिस्थितीमध्ये विहित केलेल्या कालावधीचे उल्लंघन-होणार नाही याबाबीची खबरदारी संबंधित खात्याने घ्यावी.
- ३) "इमारत व इतर बांधकाम उपकराद्वारे" जमा केलेली रक्कम मंडळाकडे ३० दिवसांच्या आत जमा करणे आवश्यक असल्याने कार्यालयीन सोयीसाठी प्रत्येक महिन्याच्या पहिल्या पंधरवड्यात जमा होणारा उपकर त्याच महिन्याच्या ३० तारखेपर्यंत तर दुसऱ्या पंधरवड्यात जमा होणारा उपकर पुढील महिन्याच्या १४ तारखेपर्यंत संबंधित खात्यांनी मंडळाकडे भरावा.
- ४) उपकराच्या रकमेचा धनाकर्ष महाराष्ट्र राज्य इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ मुंबई यांच्या खाते क्र. ००४२२०११००००१५३ 'बँक ऑफ इंडिया' मुंबई यांच्या कोणत्याही शाखेत विहित चलनाद्वारे जमा करावा. चलनाची प्रत शासन निर्णयासोबत जोडली असून चलनाच्या प्रती बँकेत किंवा मंडळाच्या वांद्रे कुर्ला कॉम्प्लेक्स येथील कार्यालयात उपलब्ध असतील.
- ५) भरणा केलेल्या उपकराच्या रकमेबाबतचा त्रैमासिक अहवाल अर्थसंकल्प अ, व व ई च्या बाबतीत संबंधित खात्याने लेखा अधिकारी (महसूल) विक्रीकर विभाग व अर्थसंकल्प 'ग' बाबतीत लेखा अधिकारी (रोख) पा.पु.म.नि. यांजकडे दिनांक १५ एप्रिल, १५ जुलै, १५ ऑक्टोबर, १५ जानेवारी पूर्वी नियमितपणे पाठवावा.
- ६) उपकराची वसुली व भरणा इ. संदर्भातील आवश्यक तो सर्व तपशील संबंधित खात्याने शासन निर्णयामध्ये विहित केलेल्या कालावधीमध्ये त्यासोबत जोडलेल्या विहित प्रपत्र / परिशिष्टांन्वये अध्यक्ष, महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याण मंडळ, वांद्रे कुर्ला कॉम्प्लेक्स, कामगार आयुक्तांचे कार्यालय, कामगार भवन, आर.बी.आय.च्या बाजूला, वांद्रे (पूर्व), मुंबई - ४०० ०५१ यांना सादर करावा.

मंडळाला विविध परिशिष्टे सादर करावयाच्या कालावधीचा तपशील खालीलप्रमाणे आहे:-

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

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

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

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

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

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

११) ज्या प्रकरणी, उपकराच्या वसुली खर्चापोटीची रक्कम शासनाकडून प्राप्त करावयाची आहे, त्या प्रकरणी शासनाला दावा दाखल केल्याच्या दिनांकाला सदर रक्कम शासनाकडून येणे रक्कम (रिसीव्हिबल) म्हणून

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

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

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

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

सही/- २६.०५.२०१२
प्रमुख लेखापाल (पा.पु.म.नि.)

सही/- २६.०५.२०१२
प्रमुख लेखापाल (कोषागार)

सही/- २३.०५.२०१२
प्रमुख लेखापाल (वित्त)

सही/- ०४.०६.२०१२
अतिरिक्त आयुक्त (प्रकल्प)

सही/- १९.०६.२०१२
महानगरपालिका आयुक्त

परिपत्रक

२०१२-२०१३

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

..... यांना प्रती (

जादा प्रतीसह) माहितीसाठी व

आवश्यक कार्यवाहीसाठी रवाना.

Dhandorhos
22/6/12
प्रमुख लेखापाल (वित्त) याजकरिता

MUNICIPAL CORPORATION OF GREATER MUMBAI

Circular

2017-18

No. CA (F) /FRT/ 31 Date 29 .11 .2017

Sub: Exemption from GST for Pure Services provided to Municipal Corporation of Greater Mumbai by way of any activity in relation to any function entrusted under Article 243W of the Constitution of India .

Ref: 1) Notification No.9/2017-Integrated Tax (rate) dated 28th June 2017.

2) Notification No.12/2017 Issued under CGST Act dated 28th June 2017.

Goods and Services Tax (GST) has been implemented in India from 01.07.2017. GST is a destination based tax on consumption of goods and services. It is proposed to be levied at all stages right from manufacturing up to final consumption with credit of taxes paid at previous stages available as set off. Only value addition will be taxed and burden of tax is to be borne by the final consumer. GST would be applicable only on supply of Goods and Services as compared to the current concept of tax on sales of goods or on the manufacture of goods or on provision of services.

Pure Services has been defined under CGST Act as follows:

Pure services (excluding works contract service or other composite supplies involving supply of any goods) provided to Government, a local authority or a Governmental authority by way of any activity in relation to any function entrusted to a Panchayat under Article 243G of the Constitution or to any function entrusted to a Municipality under Article 243W of the Constitution will be exempt from GST.

Government and local authorities have to provide certain services which are obligatory in nature as provided under the constitution of India. MCGM is a local authority as defined in Sec.7 (69) b of the CGST Act.

Under Notification No. 12/2017 dated 28th June 2017 issued under the CGST Act the Government has exempted from GST, all "Pure services" (excluding works contract service or other composite supplies involving supply of any goods) provided to the Government/ Local Authority by way of any activity in relation to any function entrusted under article 243W of the constitution.

Following are the list of services provided under the Twelfth Schedule of the Constitution which are exempt under GST as they are in the nature of necessary basic obligatory services to be rendered by a Local Authority:

TWELFTH SCHEDULE **

(Article 243W)

- Urban planning including town planning.
- Regulation of land-use and construction of buildings.
- Planning for economic and social development.
- Roads and bridges.
- Water supply for domestic, industrial and commercial purposes.
- Public health, sanitation conservancy and solid waste management.
- Fire services.
- Urban forestry, protection of the environment and promotion of ecological aspects.
- Safeguarding the interests of weaker sections of society, including the handicapped and mentally retarded.
- Slum improvement and up gradation.
- Urban poverty alleviation.
- Provision of urban amenities and facilities such as parks, gardens, playgrounds.
- Promotion of cultural, educational and aesthetic aspects.
- Burials and burial grounds; cremations, cremation grounds; and electric crematoriums.
- Cattle pounds; prevention of cruelty to animals.
- Vital statistics including registration of births and deaths.
- Public amenities including street lighting, parking lots, bus stops and public conveniences.
- Regulation of slaughter houses and tanneries.

Hence any pure service as defined under the CGST Act rendered to MCGM in relation to any activity and entrusted under Article 243 W is exempt from GST.

Interpretation and Examples:-

In the context of the language used in the notification, supply of services without involving any supply of goods would be treated as supply of 'pure services'. For example, supply of man power for cleanliness of roads, public places, architect services, consulting engineer services, advisory services, and like services provided by business entities not involving any supply of goods would be treated as supply of pure services. On the other hand, let us take the example of a comprehensive annual maintenance contract given to a contractor by MCGM for maintenance of Water Pumps wherein the contractor has replaced any defunct parts along with labour supply.

In this case, the scope of the service involves maintenance work and supply of goods, which falls under the works contract services/ composite supply and hence GST will be applicable and this contract will not fall under the definition of Pure Services.

Similarly let us take an example of a Housekeeping Contract/ Contract of sweeping of Streets wherein the contract states that the supplier has to use his own items such as brooms, detergents, powders, gloves, bins etc. to provide services and no goods are supplied to MCGM then in such contracts the title/ownership of these items will not transfer to MCGM as the supplier is using these items in the course of rendering the specified services to MCGM. In such contracts since there is no supply of goods then these contracts will be treated as PURE SERVICE contracts. In such cases MCGM has to be sure that the contract wordings are clear that there will be NO supply of goods/ transfer of title of goods to MCGM.

- i) Where contractor uses his vehicles to provide the services of transportation of goods, Persons, uses his own equipments or other goods, materials, machinery in relation to any of the MCGM's functions under Article 243W of the constitution; the same would be a pure service as there is no transfer of title of goods to MCGM.
Eg:- Services of Dumpers for solid waste management, ambulance for hospitals, fire engines for the fire brigade, water tankers, suction / jetting machines, quick response vehicles, recyclers, staff buses, cars, jeeps and other vehicles to perform water and sewerage services etc. shall be treated as pure services.
- ii) Where MCGM hires/leases any vehicles for use by its officers and employees or hires/leases vehicles, equipments/machinery etc for any purpose for discharging obligatory duties the same cannot be considered as pure services and as such would not be covered by the exemptions.
- iii) Procurement/ Purchase of goods in direct relation to services under Article 243W of the constitution of India such as procurement / purchase of dumpers, for solid waste management, ambulances for hospitals, fire engines for the fire brigade, water tankers, suction / jetting machines, quick response vehicles, recyclers, staff buses, cars, jeeps and other vehicles to perform water and sewage services shall not fall under pure services as Title of goods has been transferred to MCGM and the same shall be taxable under CGST/IGST/SGST Act.

- iv) Work Contract: If work contract has been given to the contractor eg. Solid waste management services including supply of goods, in this case the same will not be a pure service and GST will be applicable.
- v) If services / goods are purchased or procured from within Maharashtra the CGST/SGST Act will apply. However where the services/goods are purchased or procured from outside Maharashtra the IGST Act 2017 will apply.

In order to avoid any extra payment of GST and for availing benefits from the GST user departments shall change the Business process. Some of the activities to be done are as follows:

- Check the existing contracts of the services which have been procured by MCGM and which are used in relation to any activity under article 243W of the constitution and if the nature of contract is composite supply (Goods + Service) then, if possible user departments should separate the contract into Pure Service and Supply in order to avoid extra burden of the GST.
- While inviting tenders for services care shall be taken to bifurcate pure services and supply of any goods.

All D.M.Cs./HoDs/Deans/Asst. Municipal Commissioner/Medical Superintendents shall follow the above instructions scrupulously.

sd/- 24.11.2017
(Shri. Ramdas Avhad)
C. A. (W.S.S.D)

sd/- 24.11.2017
(Smt. Hemlata Yekhe)
C. A. (F)

sd/- 27.11.2017
(Shri. Ram Dhas)
D.M.C. (CPD)

sd/- 27.11.2017
(Shri. Sudhir Naik)
D.M.C. (GAD)

sd/- 28.11.2017
(Dr. Sanjay Mukherjee)
A. M.C. (P)

sd/- 29.11.2017
(Shri. Ajoy Mehta)
M.C.

CIRCULAR
2017-18

No. CA(F)/FRT/31 dated 29.11.2017

Copy forwarded to (With more) for information and necessary action, please.

For Chief Accountant (Finance)

25/10/2023

BRIHANMUMBAL MUNICIPAL CORPORATION

Subject : Guidelines for Air Pollution Mitigation.

- (1) All the project proponents to ensure that at least 35 feet high tin / metal sheets shall be erected around the periphery of construction projects having height more than 70 mtr.
- (2) All construction layouts having area more than 1(one) acre shall have tin / metal sheet erected of height 35 feet at least around periphery of the construction project sites and for construction sites, less than 1 (one) acre, the tin / metal sheet height shall be 25 feet at least.
- (3) All the buildings under construction shall be compulsorily enclosed by green cloth / jute sheet / tarpaulin from all sides.
- (4) All the structures under demolition shall be covered with tarpaulin / green cloth / jute sheet from top to bottom. There shall be continuous sprinkling / spraying of water during the process of demolishing of the structure.
- (5) It shall be ensured that water fogging shall be carried out during loading and unloading of materials at the construction sites (use of stationary/ mobile anti-smog guns).
- (6) The water sprinkling shall be done on debris / earth material etc. which are prone to generate air borne particulate matters at all construction sites without fail.
- (7) All vehicles carrying construction materials shall be fully covered (i.e. from top and all sides) so that construction material or debris does not become airborne during transportation and the vehicle shall not be overloaded to avoid any spillage from the vehicle.
- (8) All construction sites shall install CCTV cameras along the periphery of their work sites to ensure that vehicles are plying after cleaning tyres and are not overloaded .

- (9) All construction sites to deploy sensor based air pollution monitors at work sites and act immediately on observing pollution levels exceeding the limit. This monitoring shall be made available for inspection to BMC authorities as and when demanded.
- (10) All the work sites shall ensure that the grinding, cutting, drilling, sawing and trimming work is carried out in enclosed area and water sprinkler / water fogging is continuously done while working to avoid escape of fugitive air.
- (11) All the construction sites shall ensure that C & D (Construction and Demolition) waste generated within the premises / site of work is transported to designated unloading site strictly as per BMC's C & D Waste Management Plan. After unloading the debris, the vehicle shall be washed and cleaned thoroughly.
- (12) All vehicles carrying materials shall have valid PUC certificates and the same shall be produced as and when asked for by competent authorities.
- (13) All the construction personnel / managers shall mandatorily wear personal protective equipment such as masks, goggles, helmets, etc.
- (14) All the BMC worksites like bridges and flyovers shall have barricading of 25 feet.
- (15) All the metro works above ground shall be covered with barricading of 25 feet height. The construction site shall be covered with tarpaulin / green cloth / jute sheet. The smog guns / water sprinklers shall be used during the construction work.
- (16) The mitigation measures suggested as above shall be mandatorily observed by other agencies like SRA, MHADA, MIDC, MSRDC, MMRDA, BPT, Airport Authority of India, Railways, Govt. or Semi Govt. authorities and private construction sites.
- (17) All Asstt. Commissioners in charge of Wards shall arrange to deploy special squads to prevent illegal C & D dumping at late night.

(18) All Asstt. Commissioners in charge of Wards shall deploy squads for air pollution mitigation enforcement comprising of :-

- i) Two (Ward) engineers
- ii) One Policeman
- iii) One marshall
- iv) Vehicle

Each squad shall be headed by one senior officer from the Ward.

The formation and deployment of these squads at Ward level shall be done immediately.

The number of squads Ward-wise shall be as follows :-

- a) Smaller wards – 2 squads each ward
 - b) Middle size wards – 4 squads each ward
 - c) Larger size wards – 6 squads each ward.
- (19) The enforcement squad shall visit the premises and videocograph the worksite. If it is observed that the worksite is not adhering to above stated provisions, stringent action such as issue of Stop Work notice and/or sealing of worksite shall be taken immediately.
- (20) The timeline for procurement of sprinklers shall be 15 days and for procurement of smog guns shall be 30 days from issuance of this circular. All the project proponent / contractors shall abide by the above timelines without fail.
- (21) The vehicles carrying construction material or C & D material, if found not adhering to above stated provisions, shall be seized and impounded.
- (22) The Transport Commissioner shall take action against overloading of vehicle, uncovered vehicles, vehicles spilling construction materials on roads and the heavy duty diesel vehicles which are more than 8 years old shall be strictly prohibited in Mumbai jurisdiction.
- (23) MPCB shall monitor the air pollution emitted from the industries such as BPCL, HPCL, RCF, Tata Power, industries in nearby MIDC area etc. daily for next one month and take appropriate action. The daily monitoring data shall be shared with AMC (City) and A.M.C.(W.S.).

- (24) All builders / Developers shall engage only those vehicles which possess vehicles tracking system installed on them.
- (25) The loose soil, sand, construction materials and debris of any kind and quantity shall be stored in demarcated / dedicated area and properly barricaded, fully covered / enclosed / protected with tarpaulins. It shall be ensured that there is no dumping of construction material and debris on public roads, footpaths, pavements and open area.
- (26) Vehicle tyre washing facility shall be provided at all exit points of construction sites. It shall be ensured that daily cleaning is carried out of major roads for removal of dust by using vacuum sweeping or water sprinkling, brushing, brooming and sweeping. This work may be outsourced to ensure wide and fast coverage of all major roads in one month's time.
- (27) There shall be complete ban on open burning anywhere in the geographical area under BMC, especially garbage dumping grounds and possible sites of trash burning.

(Dr. I.S. Chahal)
Municipal Commissioner

26) 16-23.

N-1

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. Ch.E./BM/ /II Dtd.

15742

28 OCT 2016

Sub:- Additional tender conditions in Standard Bid Document for building repair work.

Ref: i) MGC/F/160 dated 26.09.2016

ii) MDD/7878 dated 27.09.2016

Hon. M.C. vide approval u/no MGC/F/160 dated 26.09.2016 has approved Standard Bid Document & same has been circulated by DMC(Imp.) vide MDD/7878 dated 27.09.2016.

As per directions given in the said circular; Standard Bid Document for major structural repair works & similar nature of works has been prepared by this office. Further as per above said circular no deviation is allowed in Standard Bid Document conditions. All conditions of standard bid document are as it is maintained while preparing standard bid document for building repair work. However in case of building repair work some directions to the contractor are necessary. Moreover some of the ancillary works to the main repair activity / work are necessary to carry out by the contractor & such ancillary works are of minor nature & can't be anticipated / evaluated & paid separately. Hence it is necessary to give some special directions to the contractor in the Bid Document. Accordingly various special directions i.e. condition no. 1 to 29 enclosed at pg. C- 39 are necessary to be included in the Bid Document. The said conditions were incorporated in the earlier tenders for major structural repairs floated by this office in the past. In the opinion of this office it will be advisable to incorporate the above said conditions for proposals of major structural repairs carried out by this office by appending separate section in the Bid Document under heading "Special Directions to the Tenderer" for building repair works.

X' In view of the above Director (ES&P)'s approval is requested to append the above said conditions (i.e. at pg.C-39 to C-42) by incorporating separate section under heading "Special directions to the tenderer" for building repair works while inviting tenders for the works of similar nature by Chief Engineer(Building Maintenance) Office.

Submitted for approval please.

Bala
28.10.16
Dy.Ch.E.(B.M.)City

Acc:1) Modified Standard Bid Document

Director(ES & P)

Sir,

Hon. Amr.(W.S.)

Madam.

N.2

As directed, the issue was discussed with Dmc(I) on 3.11.16.

वृ. सं. न. पत्रिका
 (संचालक सचि. सेवा व प्रकाश)
 (NF) चे कार्यालय
 दि. - 2 NOV 2016
 क्र. संचा/ससेवडा/45/31/दोज

Dmc(I) has given his consent to incorporate the special directions to

ACCI-1 E-tender the tenderer as submitted on pg C-39 to C-42 Submitted Please

Pshar
3.11.16

Dyke (Bm)

Dir (ES&P)
Sir.

'X' at p. N.1, Submitted for Approval, please.

MOA.A.M.C.(MS.)

Madam,

[Signature]
03/11/16

वृ. सं. न. पत्रिका
 अति. आयुक्त (प.उप)
 यांचे कार्यालय
 (R)
 04 NOV 2016
 क्र. संचा/ससेवडा/2343/I
 (ACCI-1 E-tender in 45)

04/11/16. अति. आयुक्त (प.उप)
By Mr. Dyke (B.M) City.

SPECIAL DIRECTIONS TO THE TENDERER

- ✓ 1. The rate quoted shall be inclusive of transporting and disposal of surplus excavated material.
- ✓ 2. The percentage quoted shall include the cost of any unforeseen item of work connected with the work in question required for the proper execution of the work.
- ✓ 3. The materials used shall confirm to the related ISI specifications as well as MCGM specified specification wherever applicable. Directives of Engineer concerned will be binding.
4. 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.
5. 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.
6. Contractor will have to make their own arrangement for getting the electric supply / temporary electric meter on site for fabrication and allied works at their own cost.
7. The contractor shall intimate the concerned authorities before starting the work and execute the work on 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.
- ✓ 8. 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.

9. While excavating the trenches for foundation utmost care shall be taken that the foundation of adjoining structures will not be disturbed.
10. Materials brought on the site or debris will not be allowed to be stacked in passages or in the car park area.
- ✓ 11. 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.
- ✓ 12. 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.
- ✓ 13. The centering shall be provided only in M.S. plates and M.S. pipe props.
14. Engineer in-charge reserves the right to delete any item, alter / reduce the scope of the work, no extra claim in this respect will be allowed.
15. Water Proofing Treatment layer should not be removed manually, the layer have to be removed by battery operated cutter only. No extra payment will be made.
- ✓ 16. Staircase will not be allowed for transport of materials and contractor will have to provide mechanical lift or pulley at their own cost. No extra payment will be made for this arrangement.
17. 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 with prior approval from Engineer in-charge.
18. After completion of the proposed work, the tenderer/ contractor will have to hand over the site in neat and clean condition for which no extra payment will be made.
19. 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 permission 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 & lighting arrangement.

The contractor has 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 MCGM by incorporating in the offer. No separate payment may be made for providing the chowky and ancillary items. No permission 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.

20.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.

21.Municipal Corporation of Greater Mumbai do not have site available for disposal of Debris / Demolition material / excavated earth. The Contractor shall dispose these materials properly at his own risk & cost. The contractor shall quote the tender keeping these in mind. No separate payment shall be made for disposal of these Debris / Demolition material / excavated earth.

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

23.The serviceable material of MCGM obtained during work, such as M.S. Grills, reinforcement, structural pipes & MS props if provided etc. shall be handed over in the custody of concerned A.E. (Maint) of concerned ward by taking & maintaining the proper inventories of the serviceable materials.

24.Tenderer/bidders shall take proper care while carrying out repairing work of electrical cabins as switchgears & other electrical items needs to be

shifted carefully to avoid any mishap, theft & to have continuous supply on site in consultation with Ch.E(M & E) staff.

25.No extra payment shall be made to make appropriate provision to close door, window & opening as and where necessary to avoid breakage of glass and entry of dust during operation using 6 mm commercial plywood. Contractor shall quote the tender by taking note of it.

26. Appointment of Licensed Structural Engineer by successful bidders for execution of work. However no payment will be permitted to such Licensed Structural Engineer by the MCGM.

a. The contractor shall appoint / avail the services of Structural Engineer registered with MCGM to supervise/ periodically supervise the structural repair work at his own cost and submit his consent along with his registration / license certificate before starting the work.

b. The above said registered structural Engineer shall issue a certificate after completion of structural repair work certifying that the structural repairs have been carried out under his supervision and the repairs are carried out satisfactory according to him as per structural audit report. This certificate should also state that the structure after repairs is stable & fit for human habitation. (i.e. structural stability certificate)

27. No extra payment shall be paid for removing and refixing of windows MS grill / aluminium grill. Contractor shall quote the tender by taking note of it.

28. Work of Deco-grill shall not be allowed in view of circular to this effect.

29.The contractor shall carry out periodic medical check up of employees working under him.

MUNICIPAL CORPORATION OF GREATER MUMBAI

N-5

No. CHE/DP/2973 /GEN Dtd. 25.4.18

SUB- Bank guarantee amount to be recovered as per Supreme Court's order in SLP (Civil) No. D 23708/2017

Ref -1) This office report u/no. CHE/DP/674/Gen dtd. 06.04.2018
2) MCP/6090 of 07.04.2018

Reference is please requested to this office detailed reports as regards the order of Supreme Court dtd. 15.03.2018 for disposal of construction debris & solid waste generated by the activity of construction of buildings at designated site and intigration of application for generating the auto remarks of SWM deptt as SWCS. Hon'ble M.C.'s approval thereon may please be seen. Accordingly, the same was circulated to the concerned deptt & uploaded on the MCGM website u/no. CHE/DP 04/Gen/18-19 for taking the cognizance & implementing the same by SWM deptt & Building Proposal deptt. So far in respect of 62 of nos of file auto remarks of SWM deptt. as SWCS have been generated & bank guarantee have been deposited.

The SWM deptt. has also circulated the circular in view of the Supreme Court of India order dtd. 15.03.2018 (copy attached).

The Supreme Court has directed to take the cognizance of various major issues which are elaborated in earlier note dtd. 06.04.2018. As per one of the directive "the applicant for development permission shall give the bank guarantee to tune of 5 Lakh to 50 Lakh depending upon the size project & mode of development, which bank guarantee shall remain enforce solely for the purpose of ensuring compliance of the Waste Management Plan/Debris Management Plan approved by the Municipal Corporation from time to time, till the grant/issuance of the occupation certificate"

As per the earlier circular dtd. 06.04.2018, it was proposed to insist the BG of amount from 5 Lakh to 50 Lakh based on gross plot area adm. upto 750 sq.mtr. to more than 5000 sq.mtr. (copy attached). It was proposed that, for miscellaneous category proposals involving total generation of debris below 20 M.T. in quantity, the concern applicant shall avail the facility of "debris on call" initiated by the MCGM.

Meeting was held on 13/4/18 under the chairmanship of Hon. M.C. when DMC (SWM), Ch E (DP), Law Officer and representatives of MCHI, NAREDCO, PEATA were present.

This office is in receipt of written suggestions/objections from PEATA and NAREDCO on submission of BG. The suggestions/objections are follows:

C) Representation of NAREDCO:

In respect of B.G. It is proposed to fix the BG amount based on the unconsumed built up area of gross plot area. Tabulation is as follows:

SR. NO.	Balance Built up potential for which C.C is yet to be issued out of total permissible BUA OR Net Plot Area whichever is min.	Min.B.G. amount to be insisted in Rs. (Lakhs).
1	Upto10% or NPA upto 1000 sq.mt.	05.0
2	More than 10% upto 25% or NPA between 1001 to 2500 sq.mt.	12.50
3	More than 25% upto 50% or NPA between 2501 to 5000 sq.mt.	25.0
4	More than 50% upto 70% or NPA between 5001 to 7500 sq.mt.	35.0
5	More than 70% upto 90% or NPA between 7501 to 10,000 sq.mt.	45.0
6	100% or NPA more than 10,000 sq.mt.	50.0

Sr.no	Description of Representation	This office Remarks
1	The Bank Guarantee shall be on the Net Plot Area and or proportionate to the work.	A table is prepared based on balance built up potential for which CC is yet to be issued out of total permissible BUA or net plot area whichever is minimum. Suggestion is partially acceptable.
2	The above Bank Guarantee shall be reduced for Educational and Medical Institutes.	There is no mention of exemption for educational and medical institutions in the order of Hon. Supreme Court. This is also discussed in the meeting held under the Chairmanship of Hon. M.C. on 13-04-2018. Suggestion is not acceptable.
3	The minimum B.G shall be Rs.5.0 Lakhs and the maximum B.G shall be Rs.50.0 Lakhs.	As per the Hon. Supreme Court order dttd. 15-03-2018, the BG shall be to the tune of Rs. 5lakh to 50 lakh depending upon the size of project and mode of development. Suggestion is acceptable.
4	For all miscellaneous proposals, change of user, compound wall, substation, temporary shed, clubhouse, etc, the deposit of B.G shall not be applicable (No I.O.D)	There is no mention of exemption for miscellaneous proposals, proposal of change of user, compound wall, substation, temporary shed, clubhouse, etc in the order of Hon. Supreme Court. This was also discussed in the meeting held under the Chairmanship of Hon. M.C. on 13-04-2018. As in such cases also I.O.D/ L.O.A is required to be issued. Hence cognizance of the Hon. Supreme Court Order needs to be taken. Suggestion is not acceptable.
5	In case of larger layout where more than 1 building is proposed and the Developer has obtained Occupation Certificate for 1 building, the Bank Guarantee pertaining to the balance potential shall be held on releasing the amount proportionate to the work completed.	As per Hon. M.C's approval circular is issued u/no. Ch.E/DP/04/Gen/18-19 dttd. 06-04-2018. As per the said circular, in case of layout if more than one building, the B.G amount shall be equally distributed on all the ongoing building. The B.G amount shall be minimum 5 lakhs per building.
6	If Occupation Certificate is received by the Developer, then B.G. shall be released within 7 days from the date of receipt of Occupation Certificate.	In case of single building where B.G is submitted, the same shall be released within 15 days from the receipt of OC.
7	If there is zero debris (debris generated from construction work to be used in site itself) and only dust Pollution, then in such cases, Bank Guarantee for purpose of ensuing compliance of the Waste Management Plan/Debris Management Plan should be minimum of Rs.	The B.G table is self explanatory. As per the said tabulation in case of balanced CC is upto 10% of the total permissible built up area then the minimum B.G amount is 5 lakh.

	5Laes	
8	The Proposals which are at Part OC Full OC stage should not require NOC from SWM Dept with minor changes in plan.	In such cases, it appears that IOD's and CCs are already issued with valid SWM remarks. However, as per the Hon. Supreme Court order dtd 15-03-2018, the BG needs to be deposited to the tune of Rs. 5lakh to 50 lakh depending upon the size of project and mode of development. Suggestion is not acceptable
9	The C&D Debris produced during construction which is to be used within the Layout, in that case, B.G shall not be applicable.	As per the C & D waste Management regulation 2016, a C & D management plan needs to be submitted. Since C & D debris produced during construction is disposed within the layout it should be done as per the approved C & D management plan. Hence as per the Hon. Supreme Court order dtd. 15-03-2018, the BG needs to be deposited to the tune of Rs. 5lakh to 50 lakh depending upon the size of project and mode of development, for the purpose of ensuring the compliance of C & D Management Plan. Suggestion not accepted.
10	For all small works, miscellaneous works, etc. where debris is not going to cross more than 20 tonnes, in that case SWM NOC B.G. will not be required Only Undertaking to be taken from the applicant to the effect to remove the debris through "DEBRIS ON CALL".	As per the Hon. Supreme Court directives so far as the small generators of C & D Waste are concerned the same shall be disposed of in accordance with the "DEBRIS ON CALL" scheme of SWM department However B.G of minimum 5lakh needs to be insisted

D) Representation of PEATA.

**TABLE
WHERE C.C. IS REQUIRED UPTO PLINTH/BUILDING / REMAINING WORK**

Sr. No.	Plot potential (Balance FSI of Building/Layout for which application is made)	Rate per sq. mt.	Bank Guarantee amount	Remarks
1.	Upto 2500 sq mts.	@ Rs.200/-	Rs. 5.0 lakhs	In case of Lay out with more than one Building, the B.G. amount shall be equally distributed on all the on-going Buildings
2.	Upto 4000 sq mts.	@ Rs.200/-	Rs. 8.0 lakhs	
3.	Upto 10000 sq mts.	@ Rs.200/-	Rs. 20.0 lakhs	
4.	Upto 20000 sq mts.	@ Rs. 200/-	Rs. 40.0 lakhs	
5.	Upto 25000 sq mts. & above	@ Rs.200/-	Max. Rs.50lakhs	

Sr no	Description of Representation	This office Remarks
(i)	The Bank Guarantee shall be on actual area multiplied by the above rate proportionately.	As per sr.no 1 of table A of NAREDCO Suggestion of PLATA is not acceptable
(ii)	The above Bank Guarantee shall be reduced for Education & Medical Institutes: (a) For Private Ownership - 50% of total (b) For Regd. Charitable Institute - 10% of total (c) For Hotel / I.T. - ITES I.T. Park - 50% of total.	As per sr.no 2 of representation of NAREDCO Suggestion is not acceptable.
(iii)	The minimum B.G. shall be Rs. 5.0 lakhs and The maximum B.G. shall be Rs.50.0 lakhs	As per sr.no 3 of representation of NAREDCO Suggestion is acceptable.
(iv)	For all Miscellaneous proposals, change of use, compound wall, sub-station, temporary shed, Club House, etc., the deposit of B.G. shall not be applicable (No I.O.D.).	As per Sr. No 4 of representation of NAREDCO
1	As per High Court Order dt. 04.05.2017, applications made prior to 11.03.2016 are excluded from getting this permission. Since the High Court Order is not modified/not quashed, hence it becomes operative in toto. The cases where N.O.C. from S.W.M. Dept. is not required are mentioned in the High Court Order dt. 04.05.2017 need to be followed	The directive of Hon. Supreme court is applicable in respect of pre-existing IOD or fresh IOD. Suggestion is not acceptable.
2	The proposals which are at Part O.C./Full O.C. stage should not require N.O.C. from S.W.M. Dept with minor changes in plan.	As per sr.no.8 of Representation of NAREDCO Suggestion is not acceptable
3	For on-going Project, the permission issued in the past by Ward Office S.W.M. Dept. / Collector is valid, and such proposals are to be cleared by the E.E.B.P. at their level and with the required Undertaking to comply the remaining aspects as mentioned in the Supreme Court Order dt. 15.03.2018, if applicable, if any.	As per sr.no.8 of representation of NAREDCO. Suggestion is not acceptable
4	C&D debris produced during construction which is to be used within the layout; in that case, B.G. shall not be applicable.	As per sr.no.9 of representation of NAREDCO. Suggestion is not acceptable.
5	For all small works, miscellaneous work, etc. where debris is not going to cross more than 20 tonnes, in that case, SWM NOC/and B.G. will not be required. Only Undertaking to be taken from applicant to the effect to remove the debris through "Debris on call".	As per sr.no. 10 of representation of NAREDCO.
6	Procedure of giving Bank Guarantee should be simplified in 7 days	As per sr.no.6 of representation of NAREDCO.

Considering all about aspects the following line of action is proposed

- 2) In respect of BG it is proposed to fix the BG amount based on the balance built up potential for which C.C. is yet to be issued out of total permissible BUA OR Net Plot Area whichever is min. Tabulation is as follows:

Sr. No.	Balance built up potential for which C.C. is yet to be issued out of total permissible BUA OR Net Plot Area whichever is min.	Min. BG amount to be insisted in Rs. (Lakhs)
1	Upto 10% Or NPA upto 1000 sq mt	05.0
2	More than 10% upto 25% Or NPA between 1001 to 2500 sq mt	12.50
3	More than 25% upto 50% Or NPA between 2501 to 5000 sq.mt.	25.0
4	More than 50% upto 70% Or NPA between 5001 to 7500 sq.mt.	35.0
5	More than 70% upto 90% Or NPA between 7501 to 10,000 sq.mt.	45.0
6	100% Or NPA more than 10,000 sq.mt.	50.0

In case of layout with more than one building, the B.G. amount shall be distributed equally on all ongoing buildings. The B.G amount shall be minimum 5lakhs per bldg. or actual which ever is maximum.

Note:

1. In case of buildings where full C.C. is issued and buildings are completed in all respect as certified by L.S. and BCC is submitted & only O.C. is to be issued the BG of 5 Lakh shall be insisted. U/T from owner/developer/arch about zero generation of C & D waste shall be insisted.
2. For Educational /Institutional/ Hospitals building being developed by a Charitable Trust, the amount of BG shall be as per above table only.
3. The BG shall be accepted by the office of Zonal Building Proposal Deptt. & proper register shall be maintained with respect to name of developer/Architect, CTS No., Village, Ward, name of bank, amount, date of expiry, date of renewal etc.
4. The B.P. deptt shall deposit the BG in the safe custody of C.A (Finance) deptt.
5. The format of the BG is attached.
6. The B.P SWM/C.A(Finance) deptt shall ensure the renewal of BG well in advance till the O.C is issued by the Building Proposal deptt.
7. For small generators & miscellaneous category proposals such as change of user, compound wall, substation, temporary shed, clubhouse, addition/alternations without involving FSI component etc, involving total generation of debris below 20 M.T. in quantity, the concerned applicant shall avail the facility of "debris on call" initiated by the MCGM subject to compliance of Supreme Court order. However B.G of minimum 5lakhs needs to be insisted.
8. Where valid permission for handling & transportation of waste generated under C&D Management plan is issued prior to Supreme court order dated 15.03.2018, fulfilling the requirements of Supreme Court order, in such cases required BG shall be insisted without insisting fresh SWM remarks.
9. As per the C & D waste Management regulation 2016, a C & D management plan needs to be submitted. Since C & D debris produced during construction is disposed within the layout it should be done as per the approved C & D management plan. Hence as per the Hon. Supreme Court order dtd. 15-03-2018, the BG needs to be deposited as per the above table.
10. If Occupation Certificate is received by the Developer, then B.G. shall be released within 15 days from the date of receipt of Occupation Certificate.

11 It is to be stated that the above referred methodology table for bank guarantee will be made applicable from the date of sanction of above report & where the bank guarantee as per earlier approved report is not deposited. Further the bank guarantee deposited as per earlier circular will not be adjusted as per above table or will not be refunded for accepting new bank guarantee.

On receipt of approval, this report will be uploaded on MCGM website as well as circulated to the Building Proposal, SWM deptt for taking the cognizance.

DMC (SWM) is requested to submit the report for approval of Hon'ble M.C.

(Signature)
(S.P. Darade)

Chief Engineer (D.P.)

(Shri Vishwash Shankarwar)

DMC (SWM)

(Shri. Ajoy Mehta)

Hon'ble M.C.

Sir,

Submitted for approval pl.

(Signature) 25/4/18
D.M.C. (S.W.M.)
Vishvas V. Shankarwar
D. M. C. (S. W. M.)

Approved as per above

(Signature)
2/5/18

Municipal Commissioner

बृहन्मुंबई महानगरपालिका उप-अभियंता (सह-संरचना विभाग)
25 APR 2018
(NP) 353

25/4/18

बृहन्मुंबई महानगरपालिका आयुक्तांचे कार्यालय
26 APR 2018
क्रमांक MCP/6995

CH.E. (D.P.)

EECDP/P&R

(Signature) 26/05/18
प्रमुख अभियंता
विकास नियोजन

बृहन्मुंबई महानगर पालिका प्रमुख अभियंता (विकास नियोजन) यांचे कार्यालय			
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BRIHANMUMBAI MAHANAGARPALIKA

CIRCULAR
2016-17

No.CA/FRD-I/5 dated 10.05.2016

Sub : Delegation of powers for invitation of tenders
and composition of Tender Committees.

Ref : Circular No.CA/FRD-I/49 of 08.11.1994

Delegation of powers for invitation of tenders and composition of Tender Committees issued vide circular under No.CA/FRD-I/49 dated 08.11.1994 are still in force. Considering the general increase in the market rates/prices on a large scale on all materials and labour, it is felt necessary to revise the delegation of powers. It has also been observed that there is substantial delay in finalisation of tenders. Hence, detailed review has been taken and it has been decided to revise the said delegation of powers with a view to speedy and timely processing of Tenders.

(A) Definitions

1. Regular/routine work means the works –

- which are carried out regularly with same terms and tender conditions
- without change in standard drawings/designs
- without change in technical aspects/specifications
- without any deviation in nature of work
- with specific provisions made in Budget with same description

2. Rank of -

- Chief Engineer includes Hydraulic Engineer, City Engineer.
- HoD includes all major HoDs (as approved by Corporation vide CR/531 of 21.09.2000).
- Director includes Dir.(E.S.&P.), Dir.(M.E.&M.H.).
- D.M.C. includes all Dy. Municipal Commissioners.
- For repair works the HoD for IIC, SIC is Ch.Eng.(B.M.) and for new construction works the HoD is C.E.

(B) Description of powers

1. Technical approval to draft tender document

Particulars	Authorities	Financial limit
(i) Regular/ routine nature of works/ procurement.	Dy.Ch.Eng./Dy.HoD/ Dy.Dean	Upto any amount.
(ii) Other than regular/routine nature of works.	Dy.Ch.Eng./Dy.HoD/ Dy.Dean	Upto Rs.1 crore
	Ch.Eng./HoD/Deans of Major Hospitals	Above Rs.1 crore and upto Rs.5 crore.
	DMCs/Director(ES&P)	Above Rs.5 crore.

2. Administrative approval for Draft Tender and invitation of tender

Particulars	Authorities	Financial limit
(i) Regular /routine nature of works/ procurement.	Dy.Ch.Eng./Dy.HoD/ Dy.Dean	Upto Rs.5 crore.
	Ch.Eng./HoD/Deans of Major Hospitals	Above Rs.5 crore and upto any amount.
(ii) Other than regular/ routine nature of works.	Dy.Ch.Eng./Dy.HoD/ Dy.Dean	Upto Rs.1 crore.
	Ch.Eng./HoD/Deans of Major Hospitals	Above Rs.1 crore and upto Rs.5 crore.
	D.M.Cs/ Directors	Above Rs.5 crore and upto Rs.10 crore.
	A.M.Cs.	Above Rs.10 crore and upto Rs.100 crore.
	M.C.	Above Rs.100 crore

(C) Scrutiny of Packet 'A', Packet 'B' and Packet 'C'

The concerned Chief Engineer/HoD will be responsible for -

- Scrutiny of Packet 'A', Packet 'B' and Packet 'C' and deciding the responsive/non-responsiveness of the bidders.
- Bid capacity of the bidders
- Scrutiny of rate analysis

If single bid is received the decision of opening of Packet 'C' will be taken by following authority -

- Upto Rs.5 crore concerned D.M.C/ Director
- Above Rs.5 crore concerned A.M.C.

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

IInd Appeal by the bidder can be made to concerned A.M.C. for decision.

(D) Tender Committee

It is observed that the proposals/Draft Letters to M.S. are delayed for the time required to conduct Tender Committee meeting due to busy schedule of Dy.Ch.Ens./Ch.Ens./HoDs/D.M.Cs./Directors and, therefore, the said practice is discontinued forthwith.

Henceforth, Ch.Eng./HoD should verify the rates quoted by bidder and recommend the proposal justifying that the rates are found to be fair and reasonable. In case of proposals involving policy matters, complications, wider repercussions, the concerned Ch.Eng. HoD can seek the help of other Chief Engineers in case of technical issues, help of Dy.C.A. in case of financial issues and help of Law Officer/Dy. Law Officer in case of legal aspects. However, before processing the file he should make a clear cut justification as to why it is technical matter and he should be held responsible for unjustifiable references.

After opening of Packet 'C', Ch.Eng./HoD will prepare D/L to M.S. and will submit to concerned Accounts department within seven working days.

If the Ch.Eng./HoD feels that the rates quoted by the lowest bidder are not comparable to the present market rate/trend, he should take prior

approval of the concerned D.M.C. (in case of estimated cost of tender up to Rs.5 crore) and A.M.C. (in case of estimated cost of tender above Rs.5 crore) for negotiations.

In case of re-invitation of tender, Ch.Eng./HoD should obtain the prior approval of concerned A.M.C. by mentioning the specific reasons for re-invitation.

(E) Verification of Draft Tenders/Proposals/D.L. to M.S. by Accounts Department.

(a) Verification of Draft Tenders for other than regular/routine nature of works/procurement

(i) Accounts Officer (concerned proposal section)	...	Upto Rs.1 crore
(ii) Dy. Chief Accountant (WSSD)	...	Upto Rs.5 crore
Dy. Chief Accountant (Finance)	...	Upto Rs.10 crore
(iii) C.A.(W.S.S.D.)	...	Above Rs.5 crore
C.A.(Finance)	...	Above Rs.10 crore

(b) Vetting of D.L. to M.S./proposals

Under section 69(c)

(i) Dy.Chief Accountant(WSSD)	...	Upto Rs.5 crore (and all D/L to M.S. under Section 72(3))
Dy.Chief Accountant(Finance)	...	Upto Rs.10 crore (and all D/L to M.S. under Section 72(3))
(ii) C.A.(WSSD)	...	Above Rs.5 crore [and all D/L to M.S. under Section 69(c) read with Section 69(e)]
C.A.(Finance)	...	Above Rs.10 crore [and all D/L to M.S. under Section 69(c) read with Section 69(e)]


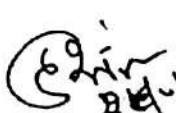
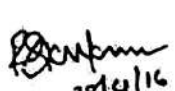


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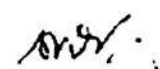
1. The Ch.Eng./HoD/Deans and their respective deputies will be fully responsible for -
 - **Technical adequacy and appropriateness** of the provisions therein.
 - **Correctness of Bill of Quantity (BoQ), clauses of PQC.**
 - **Inclusion of all the clauses** incorporated as per the guidelines/circulars issued from time to time.
2. The Ch.Eng./HoD/Deans and their respective deputies should purchase according to minimum order and re-order level of stock. While sanctioning a purchase, due care should be taken to justify the need for purchase.
3. **When there is no deviation** – (When the nature of work is of regular/routine work) file should not be routed through Accounts department. HoD/Ch.Eng. Should certify that there is no deviation in draft tender and he should also check up the budget provision.
 - **If there is any deviation** – Accounts department will verify the deviated/modified conditions from financial point of view as well as the points mentioned above.
 - **In case of lump sum budget provision** – Concerned Ch.Eng./HoD/Deans and their respective deputies should submit detailed statement showing liabilities of on-going works and proposed works during the current financial year and financial year wise spill over liability.
 - It is the responsibility of the concerned Ch.Eng./HoD/Deans and their respective deputies to see that there exists a sufficient budget provision to carry out the proposed works.
4. All D/L to M.S. shall be submitted for concerned A.M.C's approval

5. D/I. to M.S. for value above Rs.100 crore and as per M.C's directives under No.MGC/A/9954 dated 21.07.2014 shall be submitted for M.C's approval.
6. Ch.Eng./HoD/Dean has to prepare the programme for utilization of budget systematically in phasewise manner and the schedule for invitation and finalization of tenders.
7. Concerned D.M.C./Director shall monitor the said programme by taking monthly review and he will be responsible for utilization of budget provisions.

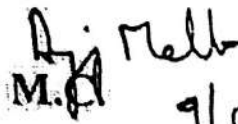
This circular supersedes circular No.CA/FRD/I/49 of 08.11.1994 and shall come into effect immediately.

All Ch.Engs./HoDs/Deans/D.M.Cs. shall note the above directives and follow them scrupulously.

 28/4/16.  28/4/16.  28/4/16.  28/4/2016.  28/4/16
 C.A.(W.S.S.D.) & C.A.(F) D.M.C.(E) D.M.C.(S.E.) Dir.(E.S.&P.)


 A.M.C.(W.S.)

 30/4
 A.M.C.(P)


 M.A. Mella
 9/5/16

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 ଡି.ଆର୍.ଏ. (୫୩୩୩୩)

BRIHANMUMBAI MUNICIPAL CORPORATION**Circular**

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

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

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

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

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

1) Mode of payment of EMD

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

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

2) If non-responsive;

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

3) Shortfalls:-

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

4) Refund of EMD :-

- c) Except successful bidder all other unsuccessful bidders' 100% EMD paid online will be refunded automatically.
- d) The Bid security of successful bidder will be discharged when the bidder has signed the agreement and /or furnish the required Security Deposits as elaborated in Standard Bid Document.

5) Forfeiture of Entire EMD:-

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

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

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

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

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

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

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

Handwritten notes at the bottom left: 21/2/24, 21/2/24, 21/02/2024

बृहन्मुंबई महानगरपालिका

विधी खाते

परिपत्रक क्र. २६२०६ दि. 31.08.2023

- विषय - कंत्राट करार करण्यासाठी वसूल करावयाचे विधी आकार (Legal charges) व लेखनसाहित्य आकार (Stationery charges)
- संदर्भ - 1. परिपत्रक क्र. 10539 दि. 28.03.2023
2. एमजीसी/एफ/534 दि. 28.08.2023

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महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणा-या निविदांसंदर्भात लेखी करार करताना पक्षकाराकडून एकत्रितरित्या आकारावयाच्या विधी आकार व लेखनसाहित्य आकाराची उपरोक्त संदर्भित क्र. 1 वरील परिपत्रकानुसार दि. 01.04.2023 पासून आकारणी करण्यात आलेली आहे.

तथापि महानगरपालिका आयुक्त यांच्या संदर्भ क्र. 2 च्या मंजूरीनुसार कंत्राट करार करण्यासाठी वसूल करावयाचे विधी आकार (Legal charges) व लेखनसाहित्य आकार (Stationery charges) यामध्ये सुधारणा करण्यात आली असून खालील तक्त्यामध्ये दर्शविल्याप्रमाणे दि.01.09.2023 पासून सुधारीत विधी व लेखनसाहित्य (एकत्रितरित्या) आकार विहित करण्यात आलेले आहेत.

अनु. क्र	कंत्राट किंमत	एकत्रितरित्या आकारावयाचे सुधारीत विधी व लेखन साहित्य आकार दि. 01.09.2023 पासून दि. 31.03.2024 पर्यंत
1	रु.. 50,000/-	निरंक
2	रु. 50,001 ते रु. 1,00,00,000	कंत्राट किंमतीच्या 0.10% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक 18% दराने वस्तू व सेवाकर (किमान रु. 1000/- अधिक वस्तू व सेवाकर आणि कमाल रु. 10000/- अधिक वस्तू व सेवाकर)
3	रु. 1,00,00,001 ते रु. 10,00,00,000/-	रु. 1,00,00,000/- पर्यंतच्या कंत्राट किंमतीसाठी रु.10,000/- अधिक रु. 1,00,00,000/- पेक्षा जास्त रक्कमेवर 0.05% दराने (अशी येणारी रक्कम पुढील शंभराच्या पटीत परावर्तीत करणे यासापेक्ष) अधिक 18% दराने वस्तू व सेवाकर

4	रु. 10,00,00,001 ते पुढील कंत्राट किमतीसाठी	रु. 10,00,00,000/- पर्यंतच्या कंत्राट किमतीसाठी रु.55,000/- अधिक रु. 10,00,00,000/- पेक्षा जास्त रक्कमेवर 0.01% दराने (अशी येणारी रक्कम पुढील शंभरांच्या पटीत परावर्तित करणे यासापेक्ष) अधिक 18% दराने वस्तू व सेवाकर
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Shobha
31/8/23

(शोभा अजितकुमार)
उप कायदा अधिकारी
(हस्तांतरण -2)
विधि खाते

Sandip
31-08-2023

(संदिप मो. पाटील)
संयुक्त कायदा अधिकारी (प्र.)
(शहर दिवाणी न्यायालय)
विधि खाते

Sunil
31/8/2023

(सुनिल सोनवणे)
कायदा अधिकारी
विधि खाते

परिपत्रक क्र.

दि. 31.08.2023

प्रत यांना माहितीकरीता व पुढील
आवश्यक त्या कार्यवाहीकरीता अग्रेषित.

Sandip
31-08-2023

(संदिप मो. पाटील)
उप कायदा अधिकारी (आस्थापना)
विधि खाते