

BRIHANMUMBAI MUNICIPAL CORPORATION

Tender ID: 2025_MCGM_1183850

e-TENDER

for

Subject: Supply, Installation, Testing and Commissioning of Conventional Road Traffic Signal System in Eastern Suburb of Brihanmumbai and Subsequent Preventive and Corrective Maintenance up to 12 Months period of Defect Liability

Website: <https://portal.mcgm.gov.in>
Office of: Deputy Chief Engineer (Traffic),
Engineering Hub Building,
Dr. E.Moses Road,
Worli Naka, Worli,
Mumbai- 400 018. INDIA

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SECTION 1

E-TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Department: Deputy Chief Engineer (Traffic)

No. Dy. Ch. Eng./ATC- 464 /Traffic Dated.29.05.2025

e-TENDER NOTICE

Tender ID: 2025_MCGM_1183850

Subject: Supply, Installation, Testing and Commissioning of Conventional Road Traffic Signal System in Eastern Suburb of Brihanmumbai and Subsequent Preventive and Corrective Maintenance up to 12 Months period of Defect Liability

The Brihanmumbai Municipal Corporation (BMC) invites e-tender on **Percentage Basis** for subject work from contractors of reputed, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/ Partnership Firms/ Private Limited Companies/ Public Limited Companies/ Companies registered under the Indian Companies' Act 2013, the contractors registered with the Brihanmumbai Municipal Corporation, (BMC) in Class A as per new registration in Electrical/ Mechanical/ Electronics (excluding those who are blacklisted or against whom FIR has been filed) and from the contractors/ firms equivalent and superior classes registered in Central or State Government/ Semi Govt. Organization/ Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC will have to apply for registering their firm within three months time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/ recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

The tender is available on <https://mahatenders.gov.in> and Tender fee of the tender is Rs.18,150/- + 18% GST. The Tender fee of the tender shall be paid online by the bidder.

Bidding Process will comprise of THREE stages.

The application form can be downloaded from e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>). Also, the tender notice can be viewed on the BMC portal (<https://portal.mcgm.gov.in>)

Interested bidders should follow the manuals available on Mahatenders Portal (<https://mahatenders.gov.in>)

The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & also with Mahatenders (<https://mahatenders.gov.in>) to obtain login credentials to participate in the online bidding process

- i. To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai.
- ii. Followed by Mahatenders login ID and password to be obtained from Mahatender portal <https://mahatenders.gov.in>
- iii. For e-Tendering registration, enrolment for valid Class III digital signature certificates and user manual, please refer to respective links provided in Mahatenders 'Tenders' tab such as <https://cca.gov.in>. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics centre, TCS, CUSTOMS, MTNL, GNFC, e- Mudhra CA.
- iv. To download tender documents contractors will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway, Contractors can register his interest to participate. Without Registration one cannot quote for the Bid/ Tender.

Name of the work	Contract Period	Estimated Cost (Rs.)
Supply, Installation, Testing and Commissioning of Conventional Road Traffic Signal System in Eastern Suburb of Brihanmumbai and Subsequent Preventive and Corrective Maintenance up to 12 Months period of Defect Liability	24 months (Exclusive of Monsoon)	Rs.5,22,81,208.00 (Excluding GST)

In terms of the 3 stage system of e-tendering, a Bidder will be required to pay an Earnest Money Deposit (EMD) of **Rs.5,22,900.00 (Five Lakh Twenty Two Thousand Nine Hundred Only)** online through payment gateways of Government of Maharashtra on URL <https://mahatender.gov.in>. The bidder shall upload screen shot 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.

As per THREE Packet systems, the document for Packet A & B is to be uploaded online by the bidder in Cover type 'Fee/ Pre-Qual/ Technical' and Price Packet 'C' is to be filled in Cover Type 'Finance'. Packet A, B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Ex. Engineer (ATC). The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.

The Brihanmumbai Municipal Commissioner reserves the right to reject all or any of the e-tender(s) without assigning any reasons at any stage.

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates, the same will be displayed on the BMC Portal (<https://portal.mcgm.gov.in>) and on e-procurement system of Government of Maharashtra (Mahatenders) (<https://mahatenders.gov.in>)

The Applicants interested for the above referred work may contact the Ex. Engr. (Area Traffic Control) at the following address on any working day during office hours.

Executive Engineer (Area Traffic Control),
Ground Floor, Engineering Hub Building,
Dr. E. Moses Road, Worli, Mumbai- 400 018.

The bidders may wish to visit the site under reference located in Eastern Suburb and can collect the information of the present status from the department who have invited the bids.

The BMC reserves the rights to accept any of the bid or reject any or all the bids received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of Brihanmumbai Municipal Corporation (<https://portal.mcgm.gov.in/tenders>) and on e-procurement system of Government of Maharashtra (Mahatenders) (<http://mahatenders.gov.in>).

Bidders are also advised to refer “Bidders Manual Kit” available at eProcurement System Government of Maharashtra (mahatenders.gov.in) for further details about the e-tendering process. For any help, in the e-Tendering process, can be availed by dialling help-desk number 022-22046934/22837339 from 11.30 AM to 5.00 PM on all working days. Email: support-eproc@nic.in.

Interested bidders should follow the manuals available on Mahatenders Portal <https://mahatenders.gov.in>

Sd/- 29.05.2025
Dy. Ch. Engineer (Traffic)

HEADER DATA

Mahatender Portal	https://mahatenders.gov.in
Tender ID	2025_MCGM_1183850
Name of Organization	Brihanmumbai Municipal Corporation
Department	Deputy Chief Engineer (Traffic) / Executive Engineer (ATC)
Subject	Supply, Installation, Testing and Commissioning of Conventional Road Traffic Signal System in Eastern Suburb of Brihanmumbai and Subsequent Preventive and Corrective Maintenance up to 12 Months period of Defect Liability
Tender Fee	Rs.18,150/- + 18% GST (9 % SGST+ 9 % CGST)
Cost of E-Tender (Estimated Cost)	Rs.5,22,81,208.00 (Excluding GST)
Bid Security Deposit/ EMD	Rs.5,22,900.00
Date of issue and sale of tender	02.06.2025 from 11:00 Hrs.
Submission of Packet A, B & Packet C (Online) & Receipt of Bid Security Deposit	16.06.2025 upto 16:00 Hrs.
Opening of Packet A	17.06.2025 at 16:00 Hrs.
Opening of Packet B	17.06.2025 at 16:10 Hrs.
Opening of Packet C	26.06.2025 at 15:00 Hrs.
Address for communication	Ex. Engr. (Area Traffic Control), Ground Floor, Engineering Hub, Dr. E. Moses Road, Worli, Mumbai- 400 018
Venue for opening of bid	Online in the office of Ex. Engr. (Area Traffic Control).

This tender document is not transferable.

Sd/- 29.05.2025
Dy. Ch. Engineer (Traffic)

SECTION 2

ELIGIBILITY CRITERIA

2. For Regular, Routine and Maintenance works:

Name of the Department	Name of work
Deputy Chief Engineer (Traffic)	Supply, Installation, Testing and Commissioning of Conventional Road Traffic Signal System in Eastern Suburb of Brihanmumbai and Subsequent Preventive and Corrective Maintenance up to 12 Months period of Defect Liability

2.1 Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature with BMC/ Semi Govt./ Govt. & Public Sector Organizations during **last seven (7) years** ending last day of month previous to the one in which bids are invited as a prime Contractor.

I. **Three similar completed works each** of value not less than the value equal to **20%** of estimated cost put to tender.

Or

II. **Two similar completed works each** of value not less than the value equal to **25%** of estimated cost put to tender.

Or

One similar completed work of value equal and or not less than the **40%** of estimated cost put to tender

2.2 Financial Capacity

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to **30%** of the estimated cost of work in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited. i.e. 2021-2022, 2022-2023, 2023-2024.

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

2.3 Similar Experience:

Supply, Installation, Testing & Commissioning of Road Traffic Signal System at least 15 junctions in Brihanmumbai or in any other metropolitan City.

OR

Maintenance of Road Traffic Signal System at least 50 junctions in Brihanmumbai or in any other metropolitan City.

SECTION 3

DISCLAIMER

DISCLAIMER

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

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

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

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

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

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

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

SECTION 4

INTRODUCTION

INTRODUCTION

Background:

The Brihanmumbai Municipal Corporation (BMC) covers an area of 483.14 sq. kms. with a population of 1.24 Crores as per census of 2011. The metropolis accounts major portion of India's international trade and government's revenue, from being one of the foremost centers of education, science and technological research and advancement.

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

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

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

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

In Brihanmumbai, there are 685 traffic signal junctions in all out of which 427 traffic signal junctions are conventional type (Non-ATC) signal junctions.

The subject work includes

1. Supply, Installation, Testing & Commissioning of Conventional Road Traffic Signal Junctions as mentioned in section 7.
2. Preventive & Corrective maintenance/ Damage maintenance work of signal junctions during Defect Liability Period as mentioned in section 7.

SECTION 5

E-TENDERING ONLINE SUBMISSION PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

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

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

Start Date read as “Sale Date”

End Date read as “Submission Date”

Supplier read as “Contractor/ bidder”

Vendor read as “Contractor/ bidder”

Vendor Quotation read as “Contractors Bid/ Offer”

Purchaser read as “Department/ BMC

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

Applicants/Bidders shall refer to bidder’s manual kit available on website <https://mahatenders.gov.in> for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document. Vendors can also attend the training/familiarization programme on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

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

1. Bidder should do Online Enrolment in www.mahatenders.gov.in Portal using the option to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as Mudhra CA/ GNFC/ IDRBT/ MTNL Trust line/ Safe Script/ TCS.
2. Bidder then login to the portal giving user id/ password chosen during enrolment
3. The registered e-token shall be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.

5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading/ getting the tender document, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. Applicant will upload Packet A documents in cover 1 “Fee”, Packet B related Documents in cover 2 “Pre-Qual/ Technical” and Price Packet ‘C’ is to be filled in Cover Type ‘Finance’ respectively.
8. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns in the uploaded BOQ, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only. For commercial details (in Packet C) contractors will fill data in financial bid in BOQ and quotes his “(+) or (-) Percentage” (i.e.% quoted) figure.
9. If there are any clarifications, same may be obtained online through the e Procurement Portal, or through the contact details given in the tender notice. Bidder should take into account of the corrigendum published before submitting the bids online.
10. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11. Bidder shall pay online EMD as specified in the tender.
12. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
13. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
14. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
15. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/ she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through mahatender portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders shall be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgment as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is Transferred over Secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of Sensitive fields is also done.
25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
26. The e-tender is available on NICs portal of Govt. of Maharashtra, <https://mahatenders.gov.in>, as mentioned in the Header Data of the tender.

27. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the time-table shown in the Header Data in the office of Executive Engineer (ATC). If there is any change in the date the same will be displayed on <https://mahatenders.gov.in>
28. The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage.
29. The information about DSC, guidelines for bid submission, bidders manual kit, Help for **Contractor, FAQ, etc are available on** <https://mahatenders.gov.in>

SECTION 6

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

6.1 Scope of Bid

The Authority wishes to receive Bids for Qualification in order to select experienced and capable bidder for the work of **“Supply, Installation, Testing and Commissioning of Conventional Road Traffic Signal System in Eastern Suburb of Brihanmumbai and Subsequent Preventive and Corrective Maintenance up to 12 months period of Defect Liability.”**

6.2 Eligibility of Bidders

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

6.3 For Regular, Routine and Maintenance works:

Name of the Department	Name of work
Deputy Chief Engineer (Traffic)	Supply, Installation, Testing and Commissioning of Conventional Road Traffic Signal System in Eastern Suburb of Brihanmumbai and Subsequent Preventive and Corrective Maintenance up to 12 months period of Defect Liability

6.4 Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature with BMC/ Semi Govt./ Govt. & Public Sector Organizations during **last seven (7) years** ending last day of month previous to the one in which bids are invited as a prime Contractor.

- I. **Three similar completed** works **each** of value not less than the value equal to **20%** of estimated cost put to tender.

Or

II. **Two similar completed works each** of value not less than the value equal to **25%** of estimated cost put to tender.

Or

III. **One similar completed work** of value equal and or not less than the **40%** of estimated cost put to tender

6.5 Financial Capacity

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to **30%** of the estimated cost of work in **last three (3) financial years** immediately preceding the Financial Year in which bids are invited. i.e. 2021-2022, 2022-2023, 2023-2024.

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

6.6 Similar Experience:

Supply, Installation, Testing & Commissioning of Road Traffic Signal System at least 15 junctions in Brihanmumbai or in any other metropolitan City.

OR

Maintenance of Road Traffic Signal System at least 50 junctions in Brihanmumbai or in any other metropolitan City.

6.7 Bid Capacity

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

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

Where,

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

N = Number of years prescribed for completion of the Project/ Works, **excluding monsoon period**, for which these bids are being invited. (E.g. 7 months = 7/12 year) For every intervening monsoon 0.33 shall be added to N.

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

Note: *The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with*

certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.

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

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

6.8 Equipment Capabilities

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

Facility of Truck mounted Aerial/ Boom Lift crane

Megger

Laptop with relevant software programme as per existing system,

cable fault locators (preferably APLAB make),

earth tester,

tongue tester,

Aluminum ladders,

vacuum cleaners, blower etc.

All the above equipment shall be in good working conditions and must demonstrate that based on known commitments, they will be available for timely use in the instant tender work.

The Bidder(s) may also list the alternative type of equipment's that are proposed for use in the contract. All equipment used should be calibrated.

The vehicles used for the subject work should be equipped with above equipment's.

6.9 Personnel Capabilities:

Bidder(s) shall provide/ submit general information on the management structure of the firm, and shall have provisions of suitably qualified personnel to fill the key positions as required during the contract implementation.

The Bidder(s) shall provide information of a prime candidate or an alternate for each key position and each shall meet the requirements specified as under:

Sr. No	Post	Educational Qualification and Experience	No. of staff to be deployed	Rate of Recovery in case of non-compliance
1.	Project Manager	Shall be graduate in Engineering in the field of Electrical/ Electronics/ Electronics and Telecommunication with minimum 5 year's experience or Diploma in the above streams with minimum 8 year's experience in the field of installation of road traffic signal system or maintenance signal systems	1	Rs.2000/- per day
2	Field Engineer	Shall be at least Diploma in Engineering in the field of Electrical/ Electronics/ Electronics and Telecommunication/ Information Technology with minimum 1 year experience in the field of operation/maintenance/ Installation of Road Traffic Signal systems	1	Rs.1000/- per day
3	Civil Supervisor	Diploma in Civil Engineering with (1) one year experience or Civil Supervisor with min. 5 year's experience in the field of civil supervisory works.	1	Rs.1000/- per day
4	Technician/ Wireman	ITI in Electrical/ Electronics/ Electronics & Telecommunication with 2 years experience or PWD license holder with 3 years of similar work experience	1	Rs.500/- per day
7	Labourers	Unskilled /Semiskilled	2	Rs.300/- per day

- Bidder(s) shall supply general information on the management structure of the firm, and shall have provisions of suitably qualified personnel to fill the key positions as required during the contract implementation.
- Signal Installation team shall comprise of:
 - a) Field Engineer 1No.
 - b) Civil Supervisor 1No.
 - c) Technician/Wiremen 1No.
 - d) Unskilled / Semiskilled 2 Nos.

(The above staff shall be apart from the staff required for onsite works such as excavation, masonry works, installation of poles & reinstatement work).

- The maintenance team with vehicle during DLP period shall comprise of Technician/ Wiremen -1No., Two Unskilled/ Semi skilled workmen etc. Maintenance team should be made available for the maintenance work during contract period.

- The program for completion of work shall be part of contract in the form of Bar Chart/ GANTT chart. The contractor is supposed to carry out the work and keep the progress as per Bar Chart/ GANTT chart. The contractor shall complete the work as per the schedule given in the contract and the program submitted by the contractor.
- The Project Manager shall be empowered for financial, administrative, technical decisions etc. Project Manager will be responsible for availability of all the staff throughout the contract period. If any of the team member is not available the equivalent replacement should be provided.
- The Civil Supervisor will supervise all civil related activities to be carried out during the work.
- The Field Engineer will supervise the works. It shall be the responsibility of the Field Engineer to follow up with the different agencies.
- The Contractor shall appoint full-fledged Cleaning team for cleaning of the street furniture up to DLP period.
- It is mandatory that the Contractor should either own the Truck mounted Aerial/ Boom Lift crane or should have hired the same from reputed supplier. The declaration to that effect (Proforma 'XI') shall be submitted along with the Bid document.

6.10 Price Escalation will not be admissible.

6.11 Communication:

- i. The installation/maintenance vehicle should be 'T' marked, preferably a utility vehicle with all necessary licenses. Every vehicle shall have identification marks i.e. name, address and telephone nos. of the Company.
- ii. All installation/maintenance staff as well as the driver of the vehicle shall be provided with the uniform, ID Cards, Logo of the company and handset communication device (mobile phone).

6.12 Contract Execution

The contract documents duly affixed with stamp duty and properly signed along with all required documents for execution of the contract shall be submitted within 30 days after the date of issue of Letter of acceptance (LOA). If all documents are not submitted within the stipulated time, a penalty of Rs.5,000/- per day will be applicable to the contractor.

6.13 If the amount of Contract Deposit is not paid within 30 Days after the date of issue of Letter of Acceptance, the tenderer/ contractor already accepted shall be considered as cancelled and legal steps shall be taken against the contractor for recovery of amounts.

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

6.15 **Action when whole of security deposit is forfeited:**

In any case in which under any Clause of this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Engineer on behalf of the Brihanmumbai Municipal Commissioner shall have power to adopt any of the following process, as he may deem best suited to the interest of BMC -

- (a) To rescind the contract (for which rescission notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of BMC.
- (b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the unexecuted part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- (c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of

his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

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

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

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employee of BMC/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of BMC and the same consequences shall ensure as if the contract

had been rescinded under applicable clause; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

6.17 Submission of Tenders

As per Three Packet system, the document for Techno-commercial Packet 'A' & 'B' are to be uploaded online by the bidder in Cover Type 'Fee/ Pre-Qual/ Technical'

PACKET – A

- a) Valid Registration Certificate.
- b) Valid Bank Solvency Certificate of minimum solvency amount to Rs.8 Lakh, **issued not more than Six months prior to the date of submission of tender and valid upto one year.**
- c) A document in support of Registration under Goods & Service Tax (GST) Act 2017.
- d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered cooperative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- e) Certified Copy of Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC.
- f) The bidders shall categorically provide their Email-ID.
- g) Screen Shot of EMD paid receipt of subject work.

Note:

- *If the tenderer(s) withdraw tender offer during the tender validity period, his entire EMD shall be forfeited.*
- *If it is found that the tenderer has not submitted required documents in Packet "A" then, the shortfalls will be communicated to the tenderer through mahatender portal only and compliance required to be made within a time period of three working days otherwise they will be treated as non-responsive and their financial packet 'C' will not be opened and there will not be forfeiture of EMD.*

PACKET – B

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

- a) Annexure 'A'
- b) The undertaking on Rs. 500/- stamp paper as per the proforma annexed in Annexure 'B': - Pre-Contract Integrity Pact & Annexure 'C': - Declaration Cum Indemnity Bond
- c) Irrevocable Undertaking on Rs. 500/- Stamp paper as per Annexure 'E'
- d) Annexure 'F' for Grievance Redressal Mechanism.
- e) The list of similar type of works as stated in eligibility criteria in prescribed proforma - I, in the role of prime contractor. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self-attested.
- f) Annual financial turnover as certified by Chartered Accountant for preceding three financial years in which bids are invited. Copies of Documents of audited balance sheet and profit and loss account for the preceding **five financial years** in which bids are invited. (Proforma – II).
- g) Details of similar works as stated in eligibility criteria during last Seven years (Proforma - III).
- h) Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers/ C.A./ Financial Institution shall be accepted as a evidence).
- i) Details of Personnel (Proforma - IV)
- j) Details of works in hand (Proforma VI-A & VI-B) (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
- k) Affidavit for BEST Price (Proforma - VII)
- l) Structure & Organisation (Proforma - VIII)
- m) Litigation History (Proforma - IX)
- n) Details of Cleaning Contractor (Proforma – X)
- o) Declaration for Supply of Truck mounted Aerial/Boom Lift crane (Proforma – XI)
- p) The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees/ persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case

of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500/- stamp paper.

- q) The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500/- stamp paper.
- r) Signed copy of the Addendum if any.
- s) Equipment manufacturer's declaration (Proforma - XII)
- t) Undertaking on Rs. 500/- Stamp Paper towards arrangement of the required equipments for Signal Maintenance work.
- u) Form of Tender (As prescribed in Tender Document) duly filled in and digitally signed.
- v) Statement showing assessed available Bid Capacity.

Note:

- *If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.*
- *If it is found that the tenderer has not submitted required documents in Packet "B" then, the shortfalls will be communicated to the tenderer through mahatender portal only and compliance required to be made within a time period of three working days otherwise they will be treated as non-responsive and their financial packet 'C' will not be opened and there will not be forfeiture of EMD.*

Note:

I) Curable Defect shall mean shortfall in submission such as:

a. Non-Submission of following documents.

- Valid Registration Certificate
- Valid Bank Solvency
- Goods and Service Tax Registration Certificate (GST)
- Certified copies of PAN documents and photographs of individuals, owners, etc.
- Partnership Deed and any other documents.
- Undertakings as mentioned in the tender document.

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/deregistration, etc. shall be taken by Registration Cell due approval of the concerned AMC.

II) Non-curable Defect shall mean

- Inadequate submission of EMD amount.
- In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.
- Wrong calculation of Bid Capacity
- No proper submission of experience certificates and other documents etc.

Note: Non-curable shortfalls will not be intimated to the bidder and bid will be made non-responsive.

PACKET – C

- a) Price Packet ‘C’ is to be uploaded in Cover Type ‘Finance’ by the tenderer under ‘Tender Covers’

Note:

- *The bidder shall quote inclusive of all taxes and duties other than GST (excluding GST).*
- *In case of rebate/ premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by Ex.Eng. (ATC). The format for rate analysis is annexed at Annexure D.*

6.18 Bid Security or Earnest Money Deposit (EMD)

- A Bidder shall pay entire amount of Earnest Money Deposit (EMD) online through payment gateways of Government of Maharashtra on URL <https://mahatender.gov.in>. The bidder shall upload scan copy of online paid EMD along with bid submission in Packet ‘A’. Any bid not accompanied by an acceptable Bid security shall be rejected by the Employer as non-responsive.
- The Bid Security/ EMD of L-2 and other higher bidders (L-3, L-4 etc.) shall be refunded immediately after opening of financial bid
- The Bid Security/ EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits. In

case of successful bidder not registered with BMC in appropriate class in Electrical/ Mechanical/ Electronics, tender clause 6.2 will be applicable.

- In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/ EMD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.

The EMD may be forfeited:

- a) If the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity);
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - sign the Agreement; and/ or
 - Furnish the required Security Deposits.

6.19 BID VALIDITY

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

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

6.20 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit

The security deposit shall mean and comprise of

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

The successful contractor shall pay the Contract deposit in the form of Bank Guarantee issued by approved Bank as listed in section 12 and as per prescribed format of “Bankers Guarantee in lieu of Contract Deposit”

- II) **Retention Money** – As the said work falls in the Mechanical & Electrical Category hence the retention money will not be applicable.

B. Additional Security Deposit

The **additional security deposit (ASD)** will be applicable when a rebate of more than 12 % with no maximum limit. The ASD is calculated as follow:

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

Where X=percentage rebate quoted above 12%

The successful bidder shall submit the applicable A.S.D in the form of Demand Draft to BMC within 15 working days after the date of issue of Letter of Acceptance and same shall be deposited to any CFC center of BMC. If the successful bidder fails to submit the applicable A.S.D. within 15 working days, the E.M.D. paid by the bidder will be forfeited and the company will be debarred for two years, similarly if the director/ partner of said company is also working in other company as a director/ partner of said company is also working in other company as a director/ partner the said company will also be debarred for two years.

C. Performance Guarantee

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

Offer	PG applicable %
For premium, at par and rebate 0 to 12%	PG= 0.92% x contract sum applicable for rebate of 12%
For rebate of 12.01%	P.G. = {0.92% x contract sum applicable for rebate of 12%} + (X) x contract sum where X= percentage rebate quoted more than 12%

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

The Performance Guarantee shall be paid in one of the following forms.

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

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

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

The Performance BG shall not be accepted in broken period else penalty amounting to Rs.1,000/- per day will be recovered for broken period.

D. Refund of Security Deposit

I. Refund of Contract Deposit

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

II. Refund of Retention Money

Not Applicable.

III. Refund of Additional Security Deposit

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

IV. Refund of Performance Guarantee

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

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

- b) It shall be the responsibility of the bidder to keep the submitted B.G. “VALID” for the stipulated time period as mentioned in the tender & in case of its expiry it will attract penalization.
- c) Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai upto Virar & Kalyan. List of approved Banks is appended at Section 12 of the tender document. The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Regional Branch of the same bank within the Mumbai City Limit; categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank itself in case of default by the Contractors furnishing the Bank Guarantee. The Bank Guarantee shall be renewed as and when required and/ or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

E. Legal and Stationery Charges: (As per applicable circular)

Successful bidder shall pay the Legal Charges and Stationery charges as below:

Contract Value	Legal & Stationery Charges
Rs. 50,000/-	NIL
Rs. 50,001/- to Rs. 1,00,00,000/-	0.10% of Contract cost (subject to rounding of such amount to the next hundredth) plus 18% GST (minimum Rs.1,000/- plus GST & maximum Rs.10,000/- plus GST)
Rs.1,00,00,001/- to Rs. 10,00,00,000/-	For contract cost upto Rs.1,00,00,000/- Rs.10,000/- plus 0.05% on the amount exceeding Rs.1,00,00,000/- (subject to rounding of such amount to the nearest hundredth) plus 18% Goods & Service Tax rate.
Rs. 10,00,00,001/- and above	For contract cost upto Rs.10,00,00,000/- Rs.55,000/- plus 0.01% on the amount exceeding Rs.10,00,00,000/- (subject to rounding of such amount to the nearest hundredth) plus 18% Goods & Service Tax rate

The contractor has to pay the Legal and Stationery charges at prevailing rates. Please note that stationary charges are recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

F. Stamp Duty: (As per applicable circular)

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

- i. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under (amended 2024):

(a)	Where the amount or value set forth in such contract does not exceed Rupees Five Lakh	Five Hundred Rupees Stamp Duty
(b)	Where it exceeds Rupees Five Lakh	Five Hundred Rupees plus 0.3% of the amount above Rupees Five Lakh subject to the maximum of Rupees Twenty Five Lakh Stamp Duty

For Bank Guarantee

(a)	If the amount secured does not exceed Rs. Five Lakh	0.1% of the amount secured subject to the minimum of One Hundred Rupees.
(b)	In any other case	0.3% of the amount secured subject to the maximum of Twenty Lakh Rupees.

After expiry of Bank Guarantee (BG) if BG extended, the extended BG will be treated as new BG and stamp duty amount is applicable as above for every extension.

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

6.21 **IMPORTANT DIRECTIONS:**

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

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

2. Interested bidders should follow the manuals available on Mahatenders Portal <https://mahatenders.gov.in>.

Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to bmc.traffic.atc@gmail.com. The subject shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: TENDER for "Supply, Installation, Testing and Commissioning of Conventional Road Traffic Signal system in Eastern Suburb of Brihanmumbai and Subsequent Preventive and Corrective Maintenance up to 12 months period of Defect Liability"** Any changes in mail ID will be intimated on the portal.

3. **In case of Equal percentage of lowest bidders (L1), the 'Sealed Bids' shall be called for re-quoting from the bidders those quoting the same quote i.e. L1. The seal bids shall be submitted within 2 working days from the day of opening of packet C. In case of equal quote of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned Chief Engineer.**

6.22 **Taxes and Duties on Material:**

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

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

6.23 **Payments Terms :**

The payment of executed work shall be made to the contractor as per BMC routine procedure. This is an entire job work of Supply, installation, testing and commissioning of Conventional Road Traffic Signal System comprising of various components as per technical specifications. After successful completion of Supply, Installation, Testing & Commissioning and operational acceptance of any one of the Signal Junction to the

satisfaction of BMC Engineer, 90% of payment of that particular junction will be released. Balance 10% amount will be released after successful completion of Defect Liability period. Operational acceptance means the acceptance to the proper functioning of Traffic Signal System at a particular junction. Hence, the part payment can be released but it will be for the completed junction only. No advance payment will be released.

6.24 **Submission of bills**

The Contractor shall submit the bill for the work carried out within 15 days from the date of successful completion of Supply, Installation, Testing & Commissioning of the signal junction. If the Contractor fails to submit their bills for the completed works/ running bill within 15 days, penalty or action as shown below will be taken for each delayed bill.

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

6.25 **The Amount of Solvency Certificate Prescribed is as Under:**

Total Estimated Cost (Rs. In Lakh)	Solvency Certificate Value
Without limit	Rs. 8 Lakh

The Bank Solvency Certificate should be issued not more than Six months prior to the date of submission of Tender and valid upto one year.

6.26 **Penalty Clause :**

- a) There shall be regular review regarding the performance of the contractor by BMC/ Traffic Police. In case at any stage, it has been observed/ found that the performance of the contractor is unsatisfactory or discrepancies are found in the works carried out by contractor, BMC reserves the right to penalize amount of Rs. 5000/- for each lapses in the work.
- b) The Engineer of Contract keeps the right reserved to make any change, amendment, addition/ deletion and enhancement in the penalty clause during the contract period. If the installation/ maintenance work is not carried out to the satisfaction of the BMC and /or Traffic Police Authorities, the Contractor shall be liable to be

penalized and deductions, as deemed appropriate. The penalty/ deductions will be made from the Running bills, after evaluating the performance on the basis of several external factors such as power supply, excavation permission, no. of signals that were faulty or nonfunctioning, the response time in attending the faults/ damages, frequency of defects, non-replacement of LED retrofits/ SMPS or other parts, other software and hardware problems related to the Controller etc. In case of unsatisfactory installation/maintenance works the office of Jt. Commissioner of Police (Traffic), who are the end users of the Traffic Signal Systems, may also propose penalty.

- c) The contractor shall have to arrange the barricades, cones, cautionary tape, work in progress boards with work details for excavation works in carriage way as well as footpath, else a penalty of Rs.5,000/- will be levied for each work on the contractor and will be deducted from the RA bill.
- d) If the contractor fails to make the arrangement of installation/maintenance vehicle as mentioned in tender condition, a penalty of Rs.1,500/- per day will be levied.
- e) The penalties will be based on resolution time as specified below after instruction/complaint is given and compliance/rectification is not attended within the specific resolution time, then the penalties will be levied as specified below and will be deducted from the final bill.

Sr. No.	Description	Resolution Time in working days	Penalty Imposed after stipulated Resolution Time
1	All vehicular/ pedestrian signal indications of Signal Junction should be in operative continuously	One Day	Rs. 500/- per day per Aspect
2	Replacement of damaged Aspect/LED/LED Light Module and make it functional after placement of work order or by Verbal Instruction of Engineer whichever earlier	One Day	Rs. 500/- per day per Aspect
3	All signal Aspects are properly aligned	One Day	Rs.500/- per day per Signal Aspect Assembly
4	Damaged signal poles (Straight /Cantilever Pole) to be replaced and make it functional after placement of work order or by Verbal Instruction of Engineer whichever earlier	Four Days	Rs. 800/- per day per Pole
5	All signal poles pole caps & pole door, Junction box, Grommets, Screws are properly in-tacked	One Day	Rs. 500/- per day per Pole

6	All Signal aspects, Controllers, Straight Poles, Cantilever Poles, Power Supply Boxes etc. should be cleaned during Preventive & Corrective Maintenance in DLP period	One Month	Rs. 1,000/- per month per Junction
7	All Signal Controller should be properly operative continuously	One Day	Rs. 2,000/- per day per Junction
8	Rectification of Cable Fault after placement of work order or by verbal Instruction of Engineer whichever earlier	Four Days	Rs.800/- per day per Junction
9	Restoring the Power Supply from Power Supply Company	Two Days	Rs.800/- per day per Junction
10	Replacing the damaged Controller including sealing after placement of work order or by Verbal Instruction of Engineer whichever earlier	Two Days	Rs.1,000/- per day per Junction
11	Damaged foundation for Controller & Power Supply Box should be prepared and make the controller in operative condition after placement of work order or by Verbal Instruction of Engineer whichever earlier	Four Days	Rs.1,000/- per day per Junction
12	Sealing should be done after installation/ replacement of Controller/ Controller cabinet	One Day	Rs. 800/- per day per Junction
13	Reconstructing the damaged chambers and putting chamber cover after placement of work order or by Verbal Instruction of Engineer	Two Days	Rs. 1,000/- per day per Chamber
14	To ensure that all chamber are properly covered with Chamber covers	One Day	Rs. 800/- per day per Chamber
15	The signal junction is completely Off due to negligence/ lapse on account of contractor	One Day	Rs. 1,000/- per month per Junction
16	Work not completed as per tender specifications or as per the instructions of Engineer	One Day	Rs. 5,000/- per incident
17	Non-availability of staff	-	As per Tender Clause No.- 6.9
18	All civil activities e.g. Excavation of trench/construction of chamber/pole & controller foundation etc. are completed within given concern ward permit date	Per Day	Rs.2,000/- per day per junction
19	Removal of debris from site	Per Day	Rs.1,000/- per day per junction

- f) If the Contractor fails to complete the works and clear the site on or before the Contract or extended date(s)/ period(s) of completion, he shall, without prejudice to any other right or remedy of Municipal Corporation on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may be fixed by the Engineer) on the contract value of the whole work or on the contract value of the time or as such group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term 'Contract Value' shall be the value of the work at Contract Rates as ordered including the value of all deviations ordered
- 1) Completion period for (originally stipulated or as extended) not exceeding 6 months: @ 1 percent per week.
 - 2) Completion period for (originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: @ ½ percent per week.
 - 3) Completion period for (originally stipulated or as extended) exceeding 2 years: @ ¼ percent per week.

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

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

- 1) Completion period (as originally stipulated or as extended) not exceeding 6 months: 10 percent.
- 2) Completion period (as originally stipulated or as extended) exceeding 6 months and not exceeding 2 years: 7½ percent.
- 3) Completion period (as originally stipulated or as extended) exceeding 2 years: 5 percent.

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

- The maximum penalty shall not exceed 10% of the contract value. If the penalty exceeds 10% of contract value the contractor will be debarred from further works of Brihanmumbai Municipal Corporation.

6.27 Litigation History

The bidder shall disclose the litigation history as mentioned in Packet 'B'. If there is no litigation history, the bidder shall specifically mention that there is no litigation history against him. In case there is litigation history-

Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, de-registration and cheating with BMC, State Govt., Central Govt. or any authority under State or Central Govt./ Govt. Organisation initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 5 years from the date of submission of bid. Also, bidder must disclose the litigation history for the last 5 years from the date of submission of bid about any action like show caused issued, blacklisting, debarring, banning, suspension, de-registration and cheating with BMC and BMC is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for BMC by any authority of BMC and the orders passed by the competent authority or by any Court where BMC is a party. While taking decision on litigation history, the concerned Chief Engineer or D.M.C. Or Director, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the BMC works which can spoil the quality, output, delivery of any goods or any work execution and within the time frame.

6.28 GST – Anti Profiteering Measures

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

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

Accordingly, the contractor should pass on the complete benefit accruing to him on account of reduced tax rate or additional input tax credit, to BMC.

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

- 6.29** The Successful Bidder should pay the Building & Other Construction Workers' Cess as per Building & Other Construction Workers' (Regulation of Employment and Conditions of Service) Act 1996. The Bidder should consider the same while submitting the offer.

- 6.30 After opening of Packet 'C', the first lowest bidder shall submit an undertaking on Rs. 500/- stamp paper that they will complete the work within stipulated period mentioned in the tender.
- 6.31 For “INTERNAL GRIEVANCE REDRESSAL MECHANISM” please refer Annexure ‘F’
- 6.32 After opening of Packet 'C', the first lowest bidder shall submit an undertaking on Rs.500/- stamp paper stating that “No FIR is lodged in case of SWD and Road works and no show cause notices to them in individual capacity or J.V. or against any of their directors in case of malpractices in E-tendering”.
- 6.33 **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 provide. 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 fail 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 contact 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.

SECTION 7

SCOPE OF WORK

Scope of Work

Supply, Installation, Testing and Commissioning of Conventional Road Traffic Signal System in Eastern Suburb of Brihanmumbai

7.1 Supply, Installation, Testing and Commissioning Work

Supply, Installation, testing & commissioning of Conventional Road Traffic Signal System in Eastern Suburb of Brihanmumbai at following 22 locations:

- 1) Taximen Colony Gate No.1 & Suleman Building Junction on LBS Marg, Kurla (W)
- 2) Khairani Road & Nahar Amrit Shakti Road, Nahar Entry Gate, Chandivali, Kurla (W)
- 3) Hindusthan Kata Junction, Kurla - Andheri Link Road, Kurla (W)
- 4) MTNL Junction, Kurla - Andheri Link Road, Kurla (W)
- 5) Tulsi Chowk, MG Road, Ghatkopar (W)
- 6) Junction at Godrej Gate No.1, Near Vikhroli Fire station, LBS Marg, Ghatkopar (W)
- 7) Bhimnagar Chowk Junction near Sarvodaya Hospital with extension of Golibar Road Junction on Andheri Ghatkopar Link Road, Ghatkopar (W)
- 8) Jagruti Nagar Metro Station Gap near Gate No.4 & Gate no.5, Ghatkopar (W)
- 9) Mansukh Naka Junction, Kanjurmarg (E)
- 10) Rajmata Jijabai Bhosale Chowk, Bhandup (W)
- 11) Raghvendra Swamiji Marg Junction on Goregaon Mulund Link Road, Mulund (W) (Pooja Hotel Junction)
- 12) Subhash Road Junction on GMLR, Mulund (W)
- 13) Deonar Abatoir Chowk Junction, Govandi (W)
- 14) Gautamnagar & Matty Chowk Junction, Govandi
- 15) New Mhada Vasahat Junction on Veer Jijamata Bhosale Marg (GMLR), Govandi
- 16) Near Crescent School, V. N. Purav Marg, Trombay
- 17) Sir Sayyad School, V. N. Purav Marg, Trombay
- 18) Oberoi International School Junction (Pedestrian) on JVLR, Jogeshwari (E)
- 19) Aaray Road Metro Station Junction on JVLR, Andheri (E)
- 20) Mahindra Eminent Society Junction on S.V. Road, Goregaon (W)
- 21) Traffic signal near Sai Prasad Hotel, Bandra (E)
- 22) Sahar Road & Jiva Mahale Road junction, Vileparle (East)

- The work consists of Supply, installation, testing and Commissioning of Traffic Signal Poles, controller units, signal aspects, housings, LED's, providing electric supply, making necessary civil works i.e. trenching for laying duct pipes, construction of chamber/controller/pole foundation, Earthing etc. The work shall be executed as per technical specifications of individual items as narrated in USOR 2023.
- It is a sole responsibility of the contractor to obtain permission from BMC ward office/ Central agency of Road department /P.W.D./ M.S.R.D.C./ M.M.R.D.A. for the excavation of trenches in footpath and carriageway and associate civil works for the respective junction. The successful bidder shall co-ordinate and take necessary follow-up with concerned BMC ward office/ Central agency of Road department P.W.D./ M.S.R.D.C./M.M.R.D.A. to obtain the permission. Necessary correspondence for the same will be provided by this department.
- Providing trench for cables in carriageway & footpath, laying of HDPE pipes/ G.I. Pipes, construction of Controller Foundation, Construction of Chambers, Installation of Poles, Construction of Pole foundation, etc. All excavated portion of the trenches will have to be refilled and temporary reinstated as per BMC guidelines.
- The contractor shall apply to respective electricity supply companies to provide electric supply in the name of Executive Engineer (Area Traffic Control) and shall make payment for new connection charges.
- Preparation of as built drawing of signal which includes site drawing, civil drawing, electrical drawing and signal stage drawing.
- Providing/ Maintaining painting of controller foundation with yellow and black strips and maintaining junction name, junction code on controller cabinet and Meter number on Power supply box
- Providing and maintaining numbering on signal pole along with junction code.
- The successful bidder shall maintain history sheet for all the site activities carried out during the contract period & handover the same to the department subsequently.

7.2 Work in Defect Liability Period

- The Defect liability period of the work will be 12 months start from the date of commissioning of the last signal system. During this DLP, monthly cleaning along with preventive & corrective maintenance of signal systems shall be carried out as per instructions of site engineer.

- Shifting/ Relocating work of Traffic Signal utilities shall be carried out while various ongoing infrastructure works at the signal junction if any during contract period.
- Damage replacement work shall be carried out in case of any damages occurred due to accident during contract period.

SECTION 8

BILL OF QUANTITIES

BILL OF QUANTITY

Sr. No.	Item Code	Unit	Schedule Rate (Rs.)	Quantity	Amount (Rs.)
1	R3-RT-NATC-1.5	Nos	87712.00	23	2017376.00
2	R3-RT-ATC-1.10	Nos	6325.00	23	145475.00
3	R3-RT-NATC 1.11	Nos	4083.00	24	97992.00
4	R3-RT-NATC 1.13	Nos	1955.00	2	3910.00
5	R3-RT-NATC 1.14	Nos	23000.00	200	4600000.00
6	R3-RT-NATC 1.15	Nos	633.00	205	129765.00
7	R3-RT-NATC 1.17	Nos	195.00	10	1950.00
8	R3-RT-NATC 3.1	Mtr	122.00	862	105164.00
9	R3-RT-NATC 3.2	Mtr	14.00	862	12068.00
10	R3-SE-5-9-a	Mtr	1355.00	3403	4611065.00
11	R3-RT-NATC 3.5	Mtr	41.00	1275	52275.00
12	R3-RT-NATC 3.6	Mtr	7.00	1275	8925.00
13	R3-RT-ATC 4.1	Nos	12144.00	143	1736592.00
14	R3-RT-ATC 4.2	Nos	27658.00	24	663792.00
15	R3-RT-ATC 4.9	Nos	20689.00	2	41378.00
16	R3-RT-ATC 4.23	Nos	2875.00	2	5750.00
17	R3-RT-ATC 4.24	Nos	4600.00	10	46000.00
18	R3-RT-ATC 4.25	Nos	9025.00	5	45125.00
19	R3-RT-ATC 4.26	Nos	2875.00	2	5750.00
20	R3-RT-ATC 4.28	Nos	258475.00	18	4652550.00
21	R3-RT-ATC 4.29	Nos	258475.00	15	3877125.00
22	R3-RT-ATC 4.30	Nos	11000.00	37	407000.00
23	R3-RT-ATC 4.31	Nos	50356.00	2	100712.00
24	R3-RT-ATC 4.33	Nos	34004.00	2	68008.00
25	R3-RT-ATC 4.35	Nos	12777.00	1	12777.00
26	R3-RT-ATC 4.36	Nos	11100.00	4	44400.00
27	R3-RT-ATC 4.37	Nos	10100.00	2	20200.00
28	R3-RT-NATC 5.4	Nos	13168.00	23	302864.00
29	R3-RT-NATC 5.5	Nos	2473.00	24	59352.00
30	R3-RT-NATC 5.6	Nos	288.00	2	576.00
31	R3-RT-ATC 6.1	Nos	4428.00	231	1022868.00
32	R3-RT-ATC 6.2	Nos	4428.00	231	1022868.00
33	R3-RT-ATC 6.3	Nos	4773.00	422	2014206.00
34	R3-RT-ATC 6.7	Nos	3220.00	4	12880.00
35	R3-RT-ATC 6.8	Nos	2415.00	904	2183160.00
36	R3-RT-ATC 6.15	Nos	259.00	688	178192.00

37	R3-RT-ATC 6.16	Nos	748.00	238	178024.00
38	R3-RT-ATC 6.17	Nos	345.00	40	13800.00
39	R3-RT-ATC 6.18	Nos	748.00	20	14960.00
40	R3-RT-ATC 6.19	Nos	25000.00	2	50000.00
41	R3-RT-ATC 6.20	Nos	15000.00	2	30000.00
42	R3-RT-ATC 6.21	Nos	8500.00	2	17000.00
43	R3-RT-ATC 7.14	Mtrs	37.00	11964	442668.00
44	R3-RT-ATC 7.15	Mtrs	29.00	120	3480.00
45	R3-RT-ATC 7.16	Mtrs	25.00	100	2500.00
46	R3-RT-NATC 7.20	Nos	920.00	10	9200.00
47	R3-RT-NATC 7.22	Nos	978.00	12	11736.00
48	R3-RT-ATC 7.26	Mtrs	117.00	111	12987.00
49	R3-RT-ATC 7.27	Mtrs	134.00	7581	1015854.00
50	R3-RT-ATC 7.29	Mtrs	258.00	4272	1102176.00
51	R3-RT-14.1	Nos	178.00	22	3916.00
52	R3-RT-14.2	Nos	1208.00	22	26576.00
53	R3-RT-14.3	Nos	293.00	22	6446.00
54	R3-RT-14.4	Nos	253.00	22	5566.00
55	R3-RT-14.7	Nos	119.00	202	24038.00
56	R3-RT-14.8	Nos	145.00	202	29290.00
57	R3-RT-14.13	Cum	2415.00	801	1934415.00
58	R3-RT-14.14	Cum	4428.00	575	2546100.00
59	R3-RT-14.15	Cum	1208.00	116	140128.00
60	R3-RT-14.16	Mtr	5865.00	1030	6040950.00
61	R3-RW-10-49	Cum	1663.00	20	33260.00
62	R3-RT-14.17	Nos	10983.00	260	2855580.00
63	R3-RT-14.19	Nos	13225.00	12	158700.00
64	R3-RT-14.25	Nos	6670.00	145	967150.00
65	R3-RT-14.26	Nos	11765.00	32	376480.00
66	R3-RT-14.30	Nos	7935.00	25	198375.00
67	R3-RT-14.32	Nos	50000.00	37	1850000.00
68	R3-RT-ATC 15.17	Nos	5461.00	22	120142.00
69	R3-RT-ATC 16.11	Nos	6613.00	25	165325.00
70	R3-RT-ATC 16.13	Nos	3812.00	260	991120.00
71	R3-RT-ATC 16.14	Nos	1886.00	260	490360.00
72	R3-RT-ATC 17.36	Nos	6359.00	12	76308.00
73	R3-RT-ATC 17.37	Nos	2209.00	12	26508.00
Total Rs. (Excluding GST)					52281208.00

Note:

1. The bidder shall quote inclusive of all taxes and duties other than G.S.T.
2. GST as applicable shall be paid separately on submission of bills/ invoice.

SECTION 9

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT - DEFINITION AND INTERPRETATION

General Conditions of Contract (G.C.C.) revised up to date, are available on BMC web site '<https://portal.mcgm.gov.in> for reference.

SECTION 10

SPECIFICATIONS & SELECTION OF MATERIAL

SPECIFICATIONS

CONTRACTOR'S OBLIGATIONS

The works comprise the “**Supply, Installation, Testing and Commissioning of conventional Road Traffic Signal systems in Eastern Suburb of Brihanmumbai and Subsequent Preventive and Corrective Maintenance up to 12 months period of Defect Liability.**” including all necessary associated Civil works

The installation of all new traffic signal equipment including but not limited to cabling, signal aspect, poles, and cabinet housings, controllers etc;

The Contractor shall be responsible for all the supply, installation, testing and commissioning of the following:-

1. Traffic Signal controllers, street furniture and supporting cable infrastructure in a fully ducted signal installation;
2. Provision of new electricity supply connection to the junction installed under this contract.

The traffic signal equipment shall be in accordance with the following requirements: -

- i) Each unit shall carry its functional code or title, and type or part number.
- ii) The marking or labelling of main units shall be clearly visible without dismantling the unit.
- iii) The marking or labelling of encased units shall be clearly visible without dismantling when the unit is removed from its normal position and covers, if fitted, taken off.
- iv) Components shall not be marked with circuit references. The markings shall either be adjacent to the component or annotated in the diagram or photograph in the relevant handbook or manual.
- v) Markings required for controls, maintenance or working shall be adjacent to the part concerned.
- vi) Markings shall maintain legibility throughout the life of the equipment in the specified environmental condition.

The clauses in this section are meant to provide general guidelines and compliance requirements to the Contractor. It does not however relieve the Contractor from taking every other steps and precautions as deemed necessary to carry out the work.

Contractor's Inspection of Sites

- i The Contractor is deemed to have visited the sites and familiarised himself of the conditions and restrictions under which the work will be executed.
- ii The omission of any details shall not relieve the Contractor of his prima facie obligation and responsibility under the Contract to carry out and successfully complete the rehabilitation works.

- iii No monetary or other claims made by the Contractor on the grounds of want of knowledge will be entertained by the BMC.
- iv The Contractor is advised that it is his sole responsibility to ascertain for himself the extent of work that is required to be done in site and to generally obtain his own information on all matters affecting directly or indirectly the execution of the whole works involved in the contract to the complete satisfaction of the Engineer.
- v No claim of extras in consequence of any alleged ignorance in any aspect will be entertained by the Engineer. It must be clearly and definitely understood that the contractor shall be held solely responsible for making all necessary arrangement and coordinating with relevant authorities, competent agencies and specialist contractors etc., to ensure satisfactory completion of the Contract

The clauses in this section are meant to provide general guidelines and compliance requirements to the Contractor. It does not however relieve the Contractor from taking every other steps and precautions as deemed necessary to carry out the maintenance of road traffic signals successfully within the specified contract period and the bided amount.

SAFE WORKING CONDITIONS AND CONTRACTOR'S COMPLIANCE

The Contractor shall ensure that all the necessary safety requirements for persons working on the signal junctions installations are fully complied with provisions in the Corporation's General Safety Precautions and the clauses in the specification. The requirements and precautions shall also to be taken when working on height or on road.

LIAISON

The Contractor shall interact with different departments and agencies involved with regard to the co-ordination of civil engineering, and all other works associated with the contract for successful execution of the contract. It is sole responsibility of the contractor to coordinate with different agencies and to get the excavation permission for the work to be carried out. The BMC will provide the necessary help in respect of required letters to these agencies.

PERSONNEL AND ACCESS

The Contractor shall supply with his Bid the Curriculum Vitae of personnel and their specific staff task definitions to be employed on the Contract including Sub-Contractors. Any proposed changes to the Contractor's, including Sub-Contractors, team during the Contract shall be notified to the Engineer's and shall be to his satisfaction. The BMC shall ensure that the Contractor has reasonable access to all locations to enable the Contractor to execute his responsibilities within the terms of the Contract. However, access to certain

locations may be by arrangement, these shall be defined by the BMC during the period of the Contract. If the Contractor find that he encounters unexpected delays in executing his programme due to lack of access to relevant locations and/or sites, then he shall through the established reporting procedures identifying this to the Engineer.

COMPLIANCE WITH STANDARDS

The Bidder shall provide evidence that the equipment offered has type approval in the original country of design and manufacture, that the equipment fully complies with the standards and specifications quoted in Sections of this specifications quoted in USOR 2023.

SELECTION OF MATERIAL

1. All materials brought shall be the best of their respective kinds, from fresh stock and to the approval of the Engineer. The Engineer or his representative will accept that the materials are really the best of their kinds, when it is proved beyond doubt that no better materials of the particular kind in question are available in the market.
2. The Engineer will have the option to have any of the materials tested to find out whether they are in accordance with the Specifications and the Contractor will bear all expenses for such testing. All the bills, vouchers and test certificates, which in the opinion of the Engineer or his representative are necessary to convince him as to the quality of the materials or their suitability shall be produced for his inspection when required.
3. Any materials that have not been found to conform to the specifications will be rejected forthwith and shall be taken back by the contractor at his own cost within 24 hrs.
4. The Engineer shall have power to cause the Contractors to purchase and use such material from any particular source, as may in his opinion be necessary for the proper execution of the work.

INTER-UTILITY CODE OF CONDUCT

- i. **This Code of Conduct for road excavations has been adopted by the following utilities operating in the area of Brihanmumbai Municipal Corporation.**

1. Brihanmumbai Municipal Corporation.
2. Bombay Telephone
3. Bombay Electric Supply and Transport Undertaking
4. Reliance Energy Ltd.
5. Tata Electric Companies Ltd.
6. Adani Electricity Ltd.
7. Bombay Gas Company Limited.

8. Maharashtra State Electricity Board.

ii. Scope

This Code of Conduct regulates the trenching activities of the above utilities only to the extent of ensuring minimized hazard to life of operating personnel and the road user, minimized inconvenience to the road user, minimized damages to the underground plant I services of one utility by another excavating utility, and coordinated works programs in the interest of overall economy.

iii. Prior Information on Trenching Activities

Prior intimation shall be given to BMC for all planned works through the respective Ward Officers who issue the permit. In case of emergency trenching for restoring service, the Ward Officers shall be intimated, of the exact location of the trench being taken, likely duration of the trench being kept open and the particular unit responsible for trenching. This intimation shall be given to the ward officer no later than the closing time of the office on the next working day.

iv. Intimation to Traffic Police

Prior intimation on trenching along footpaths of roads shall be given to the Traffic Police Authorities to enable them to divert or regulate traffic around the location of trenching. Trenching in carriageways shall be carried out in consultation with the Traffic Police.

v. Information to Other Utilities

Prior information on trenching works shall be given to those utilities who desire it to enable them to take necessary steps to safeguard their underground plants/ services. This information shall be given over phone at least 24 hours in advance, except in case of cable faults where it shall be given as soon as practicable and each utility seeking such information shall have its own central information center to receive it.

vi. Caution and Information Boards

The information board shall be installed at the place where the excavation commences. Where street lighting inadequate, fluorescent paint for the letter shall be used for these boards.

vii. Temporary Traffic Arrangements and Control

Temporary traffic diversions and pedestrian routes shall be provided where work in roads or footways obstruct existing vehicular or pedestrian access. The relevant work shall not commence until the approved temporary traffic arrangements and control have been implemented.

Temporary traffic arrangements and control for work in roads and footways shall comply with the requirements of Indian Regulations.

Temporary traffic signs, including posts, backing plates and faces, shall comply with the

requirements for traffic signs contained in Indian Regulations for Road Signs.

The arrangement of information contained on sign faces for temporary traffic directional signs shall be designed by the Contractor. The details of the background, borders and legends, including letter, numerals, characters and symbols, shall comply with the requirements of the Indian Regulations for Road Signs.

Temporary traffic arrangements and control shall be inspected and maintained regularly, both by day and night.

Traffic lights, signs and lighting shall be kept clean and easy to read. Equipment which is damaged, dirty, incorrectly positioned or not in working order shall be repaired or replaced immediately.

viii Approval for Temporary Traffic Arrangements and Control

In addition to any other requirements stated in the Contract, temporary traffic arrangements shall be in accordance with conditions and restrictions imposed by the BMC.

The Contractor shall make all arrangements with and obtain the necessary approvals from the Engineer for temporary traffic arrangements and control.

No temporary traffic arrangements shall be implemented until all approvals have been obtained and agreement reached with the relevant authorities. Copies of correspondence, approvals and agreements shall be forwarded to the Engineer at least 1 week before the planned implementation.

ix Lighting of Excavations

All excavations, trenches, obstructions, materials, etc. taken, kept or deposited in connection with the work would be sufficiently lighted at night in order to guard against any damage or danger to the traffic and to take all precautions to keep all the lamps lighted through the hours of darkness for the guidance of the traffic.

x. Precautions

If the work for which the excavation shall have been made not be completed by the 20th May or before the day fixed by the BMC or Engineer of the contract for filling in any excavation on account of the Ganesh Festival, Mohurum, or Diwali or other holiday or of any special occasion or ceremony, the contractors shall refill any such excavation or the BMC may refill and compact at their expense, notwithstanding the non-completion of the work as aforesaid and in no such case shall the contractors have any claim for such excavation at such time, together with the cost of such procedure as may be adopted by the BMC.

xi. Special Traffic Precaution

Attention is specially drawn to the requirements by the traffic police and road and rail authorities and specifications regarding Traffic Control, Access and the Reinstatement of

road surfaces etc. It is necessary to obtain separate permission for each section of works from the respective Senior Inspector of Police (Traffic), road, railways and municipal ward authorities, etc. The progress/ programme and road opening schedule must be arranged in details for discussion with the Engineer and the Traffic Police. The road traffic signal installation work shall be broken into suitable sub sections wherever necessary so that special traffic diversions can be arranged.

Whenever carriage ways are affected, it is the responsibility of the Contractor to contain the works within the narrowest possible area and as allowed by the traffic authorities. The Contractor is deemed to have done his own investigation and made adequate provisions in his method of work and rates quoted for the work to carry out and complete the work successfully within the prevailing constraints existing on sites. It is necessary to carry out the work in such a manner as to cause minimum interference with the public use of roads, footpaths and other thorough fares. The administrative help will be extended by Engineer's staff to the contractor to pursue the matter with the concern authorities

ELECTRICITY SUPPLY

The electric supply shall be made available free of cost by BMC from sources as the Bombay Electric Supply and Transport (BEST), Adani Electricity Mumbai Ltd. and the Maharashtra State Electric Distribution Company Limited (MSEDCL Ltd.), after appropriate liaising by the Contractor. The Contractor shall be responsible for all costs associated with the provision of electric supplies required in order to meet the contractual requirements. It shall be the Contractor's responsibility to make the necessary arrangements with the appropriate electric supplier in all matters relating to the provision of a suitable cubicle for receiving and metering, termination, and or improvement of all power supply. It may be found necessary when replacing existing traffic signal control equipment to provide new electric cut out or otherwise improve such terminations so that they conform with the requirements of the IS:3043 - 1987, CL. 19.3 or other Internationally accepted equivalent standard.

The Contractor shall be responsible for all costs incurred in the testing, liaison and the total costs associated with the provision of any new supply. However, monthly recurring energy bills will be paid by BMC.

The Contractor is required to notify the appropriate electric supplier well in advance regarding new supply and will meet the cost for the provision of an electric supply to enable connection of equipment provided by this Contract. The Contractor shall make himself aware of the lead in time scales required before an electric supply would be

provided. The Employer reserves the right to claim against the Contractor for any delay caused to the commissioning program caused by the non availability of an electric supply. The penalty will be proportionate to the loss of benefit that would otherwise have been gained by the Employer. It is the responsibility of contractor to depute dedicated a person for collecting Electricity Bills from concern supply company and pay the electricity bills after receiving the cheque from BMC and submit the receipt of the payment to BMC.

Special directions to Contractors

The Contractor, prior to the start of any civil engineering works and associated work of Traffic Signal Installation shall produce engineering drawings. The Engineer shall agree these drawings prior to the commencement of any works. The Contractor shall be responsible for all civil engineering work included in roads and footways for those elements described above. Work of installation of traffic signals system shall be carried out to minimize disruption to traffic and pedestrians. Work in sections shall be completed and the road shall be backfilled and opened to traffic before work commences in the next section. Work in any section, including loading and unloading, shall be carried out in such a manner that traffic and utilities in the adjacent footway will be adequately maintained. Unless otherwise defined in the Contract, excavations shall be formed with a clean edge in such a manner that the adjacent road or footways, including edges are not damaged to ensure reinstatement to match and be continuous with the adjacent area. Excavated material shall not be stored adjacent to excavations in roads or footways unless permitted by the Engineer. The excess of excavated material shall be disposed off by the contractor at his own within time period specified in the guidelines of BMC for trenches, otherwise strict action as stated in the trenching policy will be applicable to the contractor. Vehicular access across excavations in roads shall be provided by steel covers. The covers shall be designed to appropriate Indian standards and shall be capable of withstanding the full traffic load permitted to use the road. Sufficient steel covers shall be kept on the Site adjacent to excavations in roads to permit vehicular access across the excavations in case of emergency. The Contractor shall ensure that excavations are fully supported at all times to ensure the safety of his own employees and the public. Temporary traffic diversion, pedestrian access and lighting, signages, guarding and traffic control equipment shall be removed immediately if they are no longer required. Roads, footways and other items affected by temporary traffic arrangements and control shall be reinstated to the same condition as existing before the work started or to such other condition as may be agreed or instructed by the Engineer or otherwise defined in the Contract. Measures shall be taken to

prevent excavated material, silt or debris from entering drainage System in roads and footways. Entry of water to any gullies shall not be obstructed.

CIVIL WORKS: GENERAL

The Contractor will be responsible for the implementation of all necessary civil engineering works included in his scope to implement this signal installation tender. This will include:-

1. Excavation of Trenches in footpath and carriageway and temporary reinstatement of the same.
2. The installation of the hardware necessary for the signal system itself such as signal controller basis, signal poles, cables and cable ducts.
3. The provision of a fully ducted network for traffic signal infrastructure in the form of ducts and chambers in line with the detailed standards outlined in this specification.
4. All Civil Engineering Works will be undertaken in accordance with the Specifications for Road Works of BMC or Trenching policy guidelines unless otherwise stated in this document. Separation Between Power and Telecom cables While laying power and communication cables, the following standard shall be adhered as far as possible. The horizontal and vertical separation between power and communication cables shall be preferably 0.6 meter, and it shall not be less than 0.4 meter for signal & core cable and 0.3 meter for multi-core cables. The power and communication cables shall cross at I right angles to each other. The Contractor, prior to the start of any civil engineering works associated with either Junction Improvements or Traffic Signal Installation and Ducting shall produce engineering drawings.

i. Works in Roads and Footways

The Contractor shall be responsible for all Civil Engineering work included in his scope under this tender in roads and footways for those elements described above. Works for the implementation of traffic signals system shall be carried out to minimize disruption to traffic and pedestrians. Work in sections shall be completed and the road shall be reinstated and opened to traffic before work commences in the next section. Work in any section, including loading and unloading, shall be carried out in such a manner that traffic and utilities in the adjacent footway will be adequately maintained. Unless otherwise defined in the Contract, excavations shall be formed with a clean edge in such a manner that the adjacent road or footways, including edges are not damaged to ensure reinstatement to match and be continuous with the adjacent area. The Contractor shall be responsible for any excess reinstatement required arising from failure to provide a clean edge and any other remedial works specified by the BMC from failing to comply with this clause. Excavated material shall not be stored adjacent to excavations in roads or footways unless permitted by the Engineer. The excess of Excavated material shall be disposed off by the contractor at

his own within time period specified in the guidelines of BMC for trenches, otherwise strict action as stated in the trenching policy will be applicable to the contractor. The Contractor shall ensure that excavations are fully supported at all times to ensure the safety of his own employees and the public. Inspection of supports shall be carried out by competent persons at regular intervals and remedial action taken immediately to correct any defects identified.

ii. Reinstatement of Roads and Footways

The Contractor shall be responsible for all reinstatement undertaken as part of this Contract in roads & footways as per BMC guidelines upto temporary reinstatement with excavated earth surface levelling. Temporary traffic diversion, pedestrian access and lighting, signing, guarding and traffic control equipment shall be removed immediately if they are no longer required. Roads, footways and other items affected by temporary traffic arrangements and control shall be reinstated to the same condition as existed before the work started or to such other condition as may be agreed or instructed by the BMC or otherwise defined in the Contract.

iii. Use of Roads and Footways by the Contractor

Roads and footways on the site in which work is not being carried out shall be maintained in a clean and passable condition and shall not be used to store materials or park constructional plant or other vehicles. Measures shall be taken to prevent excavated material, silt or debris from entering drainage systems in roads and footways. Entry of water to any gullies shall not be obstructed. Surfaced roads on the Site and leading to the Site shall not be used by tracked vehicles unless protected against damage is provided. Measures shall be taken to prevent excavated material, silt or debris from entering drainage systems in roads and footways. Entry of water to any gullies shall not be obstructed. Loads shall be covered or protected to prevent dust being emitted. The wheels of constructional plant and other vehicles shall be washed when necessary before leaving the Site to avoid the deposition of mud and debris on roads.

CABLE INSTALLATION

Contractor shall install and test the cables specified in accordance with the plans. Cables shall be laid in HDPE and G.I./ M.S. conduits.

All new cables shall be megger-tested before commissioning. The test voltage for pressure testing shall be as per IS:1255. 1100/650 Volt grade cables shall be tested by a 1000 Volt Megger. Cable cores shall be tested for:

1. Continuity
2. Absence of cross phasing.
3. Insulation of resistance to earth.
4. Insulation resistance between conductors.

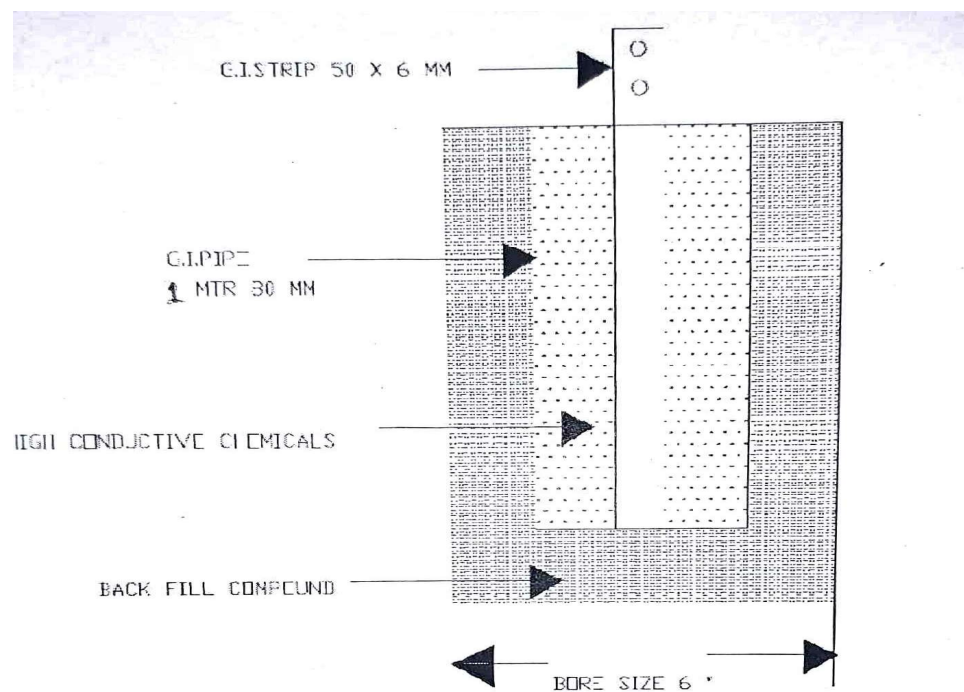
Chemical Earthing

Chemical Earthing conforming to relevant IS & as per IS 3043:1987 for electrode. The earthing rod size shall be chosen as per soil condition such as wet marshy ground, clay/loamy soil, clay soil, clay & loam mixed with varying properties of sand, ground & sand, dam & wet sand.

Back filled Compound

Back filled compound containing of minimum 11 types of high conductive and 11 types of anti corrosive chemical to reduce corrosion and increase conductivity.

Reference drawing:



CONDUIT

It is assumed that concrete conduct exists at all signalized intersections. This conduit shall be used for cable installation where it crosses an intersection if possible. Where conduit does not exist, such will be installed by contractor.

The high density polyethylene corrugated pipe conforming to IS14930 (part-II) with all tests enumerated in the IS & certificate to that effect. All surplus material shall be removed from the right-of-way and the excavation finished flush according to the plans.

The Contractor shall inform the Engineer of the intention to switch off any traffic signal junctions at least 48 hours in advance of any planned disruption to traffic signal operation.

The Contractor shall take all reasonable measures to ensure that the traffic signals are off only for the minimum period of time practically possible.

In all cases the Contractor shall endeavor to ensure that no planned work to traffic signal installations causes or is likely to cause a lamp's off situation during peak hours.

PRESERVATION OF PROPERTY

The contractor shall take all reasonable precautions for the protection and preservations of any or all existing road side trees, drains, sewers, or other, which may be affected by construction, operations, and which in the opinion of the Engineer shall be continued in use.

Safeguards taken by the contractors in this respect shall be got approved by him from the Engineer. However, it shall be replaced or restored to the original condition at his expense.

RATES TO INCLUDE ALL METHOD RELATED COSTS

It is deemed that the rates offered by the Contractor have included everything required to comply with all the required provisions as above and any additional requirements as necessary to carry out the installation of road traffic signal & its commission successfully considering the defect liability period. Innovation in relation to the best product and the best practice is encouraged and the BMC will consider all the options to get the best installed product at competitive price. Hence sufficient documentation must be submitted with the Technical Schedules of the bid to enable the BMC to carry out an initial investigation and appraisal of the product and to ascertain the benefit and the advantage of the product to the BMC.

SPECIFICATION

These specifications are intended for general description of site conditions, scope of work and requirements, products, execution, quality of workmanship and finished work. They are not intended to cover minute details. The work shall be executed in accordance with best modern practices and using special techniques. The Contractor shall read this Technical Specification in conjunction with the standard specifications/ SOR/ FMR/ FMB etc., of the BMC for Traffic Signal Works and other documents and technical manual, papers, guidelines, standards and specification etc. referred to in the specification. Other detailed Technical Specifications are available on BMC website '<http://www.portal.mcgm.gov.in>' for reference.

SECTION 11

FRAUD AND CORRUPT PRACTICES

FRAUD AND CORRUPT PRACTICES

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- Without prejudice to the rights of the Authority under relevant Clause herein above, if an Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- For the purposes of this Clause , the following terms shall have the meaning hereinafter respectively assigned to them:
 - A. **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- B. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- C. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
- D. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- E. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- F. If the Employer/ Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.
- G. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

- i. “corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financier staff and employees of other organizations taking or reviewing procurement decisions.
- iii. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- iv. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- v. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- vi. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- vii. acts intended to materially impede the exercise of the Financier’s inspection and audit rights provided .
- viii.“party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.
- ix. ”parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.
- x. a “party” refers to a participant in the procurement process or contract execution.

SECTION 12

LIST OF APPROVED BANKS

LIST OF APPROVED BANKS

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

List of the Approved Banks

(A) S.B.I. and its subsidiary Banks:

- (1) State Bank of India
- (2) ~~State Bank of Bikaner & Jaipur~~
- (3) ~~State Bank of Hyderabad~~
- (4) ~~State Bank of Mysore~~
- (5) ~~State Bank of Patiala~~
- (6) ~~State Bank of Saurashtra~~
- (7) ~~State Bank of Travankore~~

(B) Nationalised Banks:

- (8) Allahabad Bank
- (9) Andhra Bank
- (10) Bank of Baroda
- (11) Bank of India
- (12) Bank of Maharashtra
- (13) Central Bank of India
- (14) Dena Bank Indian
- (15) Indian Bank
- (16) Overseas Bank
- (17) Oriental Bank of Commerce
- (18) Punjab National Bank
- (19) Punjab & Sind Bank
- (20) Syndicate Bank
- (21) Union Bank of India
- (22) United Bank of India
- (23) UCO Bank
- (24) Vijaya Bank
- (25) Corporation Bank

(C) Scheduled Commercial Banks:

- (26) Bank of Madura Ltd.
- (27) Bank of Rajasthan Ltd.
- (28) Banaras State Bank Ltd.
- (29) Bharat Overseas Bank Ltd.
- (30) Catholic Syrian Bank Ltd.

- (31) City Union Bank Ltd.
- (32) Development Credit Bank
- (33) Dhanalakshmi Bank Ltd.
- (34) Federal Bank Ltd.
- (35) Indus Ind. Bank Ltd.
- (36) I.C.I.C.I. Banking Corporation Ltd.
- (37) Global Trust Bank Ltd.
- (38) Jammu and Kashmir Bank Ltd.
- (39) Karnataka Bank Ltd.
- (40) Karur Vysya Bank Ltd.
- (41) Lakshmi Vilas Bank Ltd.
- (42) Nadungadi Bank Ltd.
- (43) Ratnakar Bank Ltd.
- (44) Sangli Bank Ltd.
- (45) South Indian Bank Ltd.
- (46) S.B.I. Commercial & Int. Bank Ltd.
- (47) Tamilnadu Mercantile Bank Ltd.
- (48) United Western Bank Ltd.
- (49) Vysya Bank Ltd.

(D) Scheduled Urban Co-op. Banks:

- (50) Abhyudaya Co.op.Bank Ltd.
- (51) Bassein Catholic Co.op. Bank Ltd.
- (52) Bharat Co.op. Bank Ltd.
- (53) Bombay Mercantile Co.op. Bank Ltd.
- (54) Cosmos Co.op. Bank Ltd.
- (55) Greater Mumbai Co.op. Bank Ltd.
- (56) Janata Sahakari Bank Ltd.
- (57) Mumbai Dist.Central Co.op. Bank Ltd.
- (58) Maharashtra State Co.op. Bank Ltd.
- (59) New India Co.op. Bank Ltd.
- (60) North Canara G.S.B.Co.op. Bank Ltd.
- (61) Rupee Co.op. Bank Ltd.
- (62) Sangli Urban Co.op. Bank Ltd.
- (63) Saraswati Co.op. Bank Ltd.
- (64) Shamrao Vithal Co.op. Bank Ltd.
- (65) Mahanagar Co-op. Bank Ltd.
- (66) Citizen Bank Ltd.
- (67) Yes Bank Ltd.

(E) Foreign Banks:

- (68) AMRO (N.Y.) Bank.
- (69) American Express Bank Ltd.
- (70) ANZ Grindlays Bank
- (71) Bank of America N.T. & SA.
- (72) Bank of Tokyo Ltd.
- (73) Bank Indosuez
- (74) Banque Nationale de Paris
- (75) Barclays Bank
- (76) City Bank N.A.
- (77) Hongkong & Shanghai Banking Corpn.
- (78) Mitsui Taiyokbe Bank Ltd.
- (79) Standard Chartered Bank Ltd.
- (80) Cho Hung Bank

In addition to the list of banks provided above for bank guarantee, following banks in the list of RBI (Reserve Bank of India) will also be allowed. RBI's list of the banks can be downloaded from **<https://rbidocs.rbi.org.in/rdocs/publications/pdfs/84656.pdf>**. From this list of RBI bank under following heads with their branches in Brihanmumbai and in Suburbs and extended suburbs upto Virar and Kalyan have been approved for Bank Guarantee:- SBI and Associates, Nationalised Banks, Other Public Sector Banks, Private Sector Bank, Foreign Banks and Urban Co Operative Banks.

However; Bank Guarantee issued by IDBI is not acceptable as per circular CA/FBK/303 Dated 17.03.2018.

SECTION 13

SPECIAL INSTRUCTIONS TO BIDDERS

SPECIAL INSTRUCTIONS TO BIDDERS

1. Before tendering, the bidder shall visit Signal junction sites & satisfy himself as to the prevalent conditions. In case of doubt, the bidders may obtain the required information from Ex. Engr. (ATC)., which may not in any way influence the tender, as no claim whatsoever shall be entertained for any alleged ignorance, after the opening of tender.
2. The tenderers are directed to go through the entire Tender document including directions/ specifications, etc. and get the clarifications, if any, before filling up of the tender. Such requests regarding clarifications, if any shall be in writing and shall reach the office of Ex. Engr. (Area Traffic control) at least 7 days prior to due date of the tender.
3. Wherever the word Quotation/ Quotationer or Tender/ Tenderer is appeared, it should be read as Bid/ Bidder.
4. The successful contractor will have to pay the legal & stationery charges as per the prevailing norms of BMC at the time of contract execution.
5. Time is the essence of the contract and hence the successful bidder should utilize all his best resources to complete the work within stipulated time period.
6. No price escalation will be payable for this tender work.
7. The Tender is on percentage basis & all the items covered under USOR-2023 uploaded on the BMC portal are part of bill of quantity. BMC reserves right to order for procurement of any item covered to any extent i.e. in the quantities, as per site conditions/ requirements prevailing at the time of execution of work and as per the requirements and/ or recommendations of Traffic Police. As such, the items included in B.O.Q. may not be executed to the extent of the respective quantity incorporated in B.O.Q. depending upon the site conditions. The Tenderer shall not be entitled for any compensation on this account. Before starting the work contractor shall consult the Site Engineer and shall take actual measurements on the site for procurement of material.
8. The Bidder shall procure all material required for the work of approved make with valid BIS/ IS/ EN/CE relevant standards and as per BMC Requirements/ specifications wherever applicable. The Bidder shall produce on demand such details as called by the Engineer to prove the genuineness of the material. Non-approved material shall not be brought on site. Rejected materials must be replaced by the contractors within 48 hours.
9. All material required for the work can be stacked near the site of work in such manner so as not to cause any inconvenience to the pedestrian and vehicular traffic. If no space is available on site then bidder shall make his own arrangement for stacking of material etc. No extra payment will be made on this account. The entire work shall be done without causing any disturbance to nearby residents/ land users & pedestrians.

10. The contract period is **24 Months (Excluding monsoon)**. The monsoon period shall be 10th June to 30th September of the calendar year. The contract period is inclusive of period required for mobilization, procurement of material, traffic permission, other required permission etc. complete and shall be reckoned from the date mentioned in the work order.
11. Program of Work: The detail programme of the works will have to be made available from time to time in the office of Ex. Engineer (Area Traffic Control). If at any stage the previously approved programme is required to be modified, the bidder shall do so, immediately as directed by the Engineer. In case of necessary to modify/ alter the work programme, as directed, the bidder shall do so without claiming any extra payment. The programme shall be reviewed periodically and rescheduled as directed.
12. The bidder shall submit the schedule showing all the activities logically within the contract period in a mutually accepted manner & shall have to be made available from time to time in the office of Ex. Engineer (Area Traffic Control).
13. Bidder shall have to obtain all the permission of the concerned authorities/other agencies required for carrying out the work on their own. Only recommendatory letters will be issued by BMC.
14. The contractors will have to obtain permission from the Traffic Police Dept. well in advance either for closing down the road or for diversion of traffic for execution of the work. The work may be required to be executed in phases as per Traffic Police permission.
15. The excavation permission for signal installation works and other related maintenance works from the respective ward offices/ Road dept./ P.W.D./ M.S.R.D.C./ M.M.R.D.A./ Traffic Police etc. shall be arranged by the successful Bidder.
16. All the excavated material belongs to the Brihanmumbai Municipal Corporation. It is the responsibility of the contractor to dump the surplus excavated material within 24 hours at their own cost. Transportation or any other charges in this regard will not be paid to the contractor. The rate of excavation is deemed to include the cost of transportation and disposal of surplus excavated material.
17. The successful Bidder(s) shall provide various instruction/cautionary boards at site to have smooth traffic as per the requirement of Traffic Police Department and shall have proper co-ordination with Ward staff & Traffic Police Department.
18. SMPS & Drivers of retrofit & LED Strip Module shall be supplied from Original Equipment Manufacturer make only. If any discrepancies found then penal action will be taken.
19. The contractor will have to carry out the work either during daytime and/ or night time as the permissibility from traffic operation point of view. No extra payment to that effect will be made.

20. The whole work shall be finished in workman like manner and to the entire satisfaction of the Engineer in charge. The entire work shall be in accordance with the latest modern practice and shall present a neat appearance when completed.
21. The contractor will have to take care to restrict the noise level within the permissible limits and shall employ only such equipments on site which will not make noise and cause vibrations. The relevant noise level specifications to work in different areas shall be strictly adhered. The noise level in the vicinity of residential & public places shall be below 70 db.
22. Compliances of Rules: All works shall be carried out in accordance with the latest rules under the Indian Electricity Act, 1910 as applicable. The contractor shall comply strictly to Indian Standards Institution Code (IS 732-1950) of practice for Electrical wiring and fittings in Buildings. Installation shall comply with all the laws and regulations in effect with the regulations of the competent authorities and the requirement of the Government and the Electric Supply Company's.
23. The specifications included in the tender follow corresponding relevant standards. In case of any contradiction in specification, the decision of Engineer will be final and binding.
24. All General conditions for different works i.e. electrical, mechanical, civil etc., as stipulated by the BMC from time to time, as amended upto date shall be applicable to the contract.
25. The contractors shall comply with inter utility organizations and code of conduct for road excavations wherever such applies to the conduct of this contract.
26. Contract Labour (Regulation and Abolition act 1970): The Bidder should specifically note that the successful Bidder shall have to strictly comply with all the statutory requirements under the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and with the Maharashtra State Contract Labour (Regulation and Abolition) Rules 1971 and indemnify the Corporation against any claim(s) whatsoever.
27. Bidders are requested to take cognizance of child Labour Act and take precaution not to deploy child Labourers on site. If Child Labourer is found to be deployed on the work, necessary action as deemed fit will be taken.
28. The contractors shall adhere/ abide themselves by the provision of the minimum wages act/ Workman compensation Act and such other statutory obligations notified by the concerned Government departments from time to time. They shall also indemnify the BMC from any claims whatsoever arising there from and shall be solely responsible for consequences thereof.
29. BMC reserves right to cancel the individual works at any stage and Bidders will not be entitled to any compensation/ claims whatsoever on account of such cancellation.

30. BMC is not bound to accept the lowest or any Tender and reserve the right to relax any of the stipulated conditions and reject any or all Tenders, without assigning any reason.
31. Previous bad / good records of Bidders as well as their previous experience in major cities in India shall be considered while evaluating the tender.
32. Rate analysis indicating the justifiability of the rates quoted by the Bidder for satisfactory execution and completion of the work, shall be submitted by the Bidder as and when directed.
33. The rates quoted shall be firm and inclusive of delivery of materials at site and/ or transportation of damaged/ retrieved materials and exclusive of GST. Separate transportation charges will not be paid by BMC.
34. In case of bidder is lowest in all three tenders for installation contract of Island City, Western Suburb and Eastern Suburb then the successful bidder will be awarded only two contracts which are beneficial to BMC.
35. Bidder should specifically state their official addresses along with the telephone and mobile number. The contractor or their partners and authorized representative shall be available on a given telephone number during any hours of the day.
36. Complaint Lodging Mechanism: Successful bidder shall provide their e-mail id & telephone number where complaint for non-working of Signal can be lodged. The resolution time for making the same functional to be considered from date and time of instruction from the engineer.
37. Firms with common proprietors/ partner or connected with one another either financially or as Principal agent or as master and servant or with Proprietor/ Partners closely related to each other such as husband/ wife/ father/ mother and minor son/ daughter and brother/ sister and minor brother/ sister shall not tender separately under the different names for the same contract.
38. If it is found that firms as described in the direction vide Clauses 37 above, have tendered separately under different names for the same contract, all such tender shall stand rejected and Bidder(s) deposit shall be forfeited. Any contract entered into under such conditions will also be liable to be cancelled at any time during its currency and penal action including blacklisting of such firms will be taken.
39. All the details regarding the staff proposed shall be approved and if any change in that regard shall be immediately intimated to the office. Name and Bio-data of the technically qualified personnel employed for the subject work should be intimated to the office before starting of the work.
40. The work will be treated as completed only after cleaning the site in all respect after completion of the work and to the satisfaction of the Engineer.

41. Installation and removal of housing from straight portion (base) of the cantilever pole will be considered as installation and removal of housing on straight pole.
42. In case of shifting, the work of removal of signal pole includes removal of Pole with all relevant accessories and re-installation of signal pole includes installation of pole with all relevant accessories.
43. The overall liability including damages & penalty is limited to the amount not exceeding more than 10% of the Contract Value. If the penalty exceeds 10% of Contract Value, the Contractor will be debarred from further works of B.M.C.
44. The items supplied and installed under the maintenance contract should be guaranteed for 1 year/as specified in specification whichever is more, for satisfactory performance during the entire contract period except for consumable fuses etc. However, the guarantee obligation is limited to defects during normal course of operation and damage / defects due to accidents, thefts, vandalism, mob fury, and other force majors conditions are not covered under guarantee.
45. The successful bidder will have to make their own arrangements for spare parts and replace any required part, at their own cost, wherever necessary.
46. The contractor shall endeavour in expediting various matters in respect of power supply of road traffic signals with the power supply companies viz. BEST, Adani Electricity Mumbai Ltd. and MSEDCL including restoration of power supply
47. For installation of a new Road Traffic Signal, the contractor shall apply for electric supply in the name of Executive Engineer (Area Traffic Control) and shall make payment for new connection charges. The new connection charges will be reimbursed to successful bidder during their running bill against BOQ Activity No.- R3-RT-ATC- 15.17. However, the Monthly Electric energy charges will be borne by B.M.C after commissioning of respective road traffic signal junction.
48. The Contractor is required to maintain the minimum stock level of each material required for maintenance. However, this material should be readily available with the Contractor. If any damage occurred, the Contractor should replace the same within resolution period, else penalty will be imposed as per Penalty Clause.
49. The Contractor shall provide necessary cut-outs and G.I. pipes, earthing and submit the electrical "TEST REPORT" as and when required by BEST, Adani Electricity Mumbai Limited, or MSEDCL, as the case may be, in the course of maintenance.
50. It will not be binding on B.M.C./ Traffic Police Dept. to provide any space/ set up to the signal companies for enabling them to operate for maintenance work.

51. The bidder shall bear all expenses incurred for the testing of material as specified in the tender at any of the test laboratory/manufacturers works recommended by B.M.C. The order will be revoked in case it fails in Tests as per tender specifications.
52. The Successful bidder shall furnish material test certificates after supplying the materials.
53. The contractor shall appoint dedicated person for liaisoning with various infrastructural agencies, Power supply companies etc.
54. Maintenance team shall be available from on all weekdays including public holidays from 9:00 am to 7:00 pm and may be extended as per the instruction of the engineer during contract period.
55. The contractor has to carryout ELI testing at all signal junctions (at pole and controllers) once in a year or as and when instructed by Engineer and submit the report to BMC.
56. If it is observed that the contractors carrying out the work fail to comply with the instructions given by the higher Authorities at D.M.C/A.M.C./ M.C. level during execution of work twice, the work will be terminated and will be carried out at the risk and cost of the contractor and penal action will be taken against them. This decision will not be arbitrable at all.
57. The bidder should have the necessary infrastructural facilities including maintenance office situated in Brihanmumbai region along with telephone facility.
58. The B.M.C. in this contract is the Employer and Executive Engineer (ATC) is the Engineer for this contract. The Engineer or his representative will strictly supervise the work at all levels and hence witness tests at all levels. The contractor shall submit the all test certificates and shall observe strict adherence to the given standards unless, otherwise specified in writing by competent authority is expected. Any deviation from the given standards will not be tolerated.
59. The Signal maintenance work should not be hampered in any circumstances, due to non-availability of vehicle and maintenance staff during contract period.
60. Departure from Specifications: Should the bidder wish to depart from the provisions of the specifications or general conditions of contract, he shall clearly mention them giving his reasons thereof. Unless this is done, the equipment offered and work executed shall be deemed to comply in every respect with the terms and conditions of the specifications without claiming any extra charges whatsoever.
61. If a particular installation work of Signal system is delayed inordinately, the same work will be got executed from some another agency at the risk & cost of the regular maintenance agency.
62. The payment of the bills and other claims arising out of the contract will be made in the name of Bidder's Bank by Cheque/ E.C.S./ R.T.G.S. Successful bidder therefore will have

to furnish information as regards the name and complete address of his bank, its branch and the bank A/c no & E.C.S. No. etc. along with tender document. They will have also to submit updated information when there is any change in this regard.

63. The bidder shall furnish all the details about the subcontractors employed for different activities for this contract. The personnel and subcontractors proposed for this contract shall be approved by the Engineer.
64. The Contractor is required to maintain all signal junctions in good working condition throughout the DLP period.
65. The contractor is required to clean all the chambers and ducts as and when instructed by the engineer.
66. The before, during and after, colour photographs of installation /maintenance work at respective site shall be provided. All photographs shall have date and time stamp and latitude & longitude marked.
67. The contractor shall maintain all newly installed junctions in proper working condition through out the contract period including DLP.
68. The contractor shall submit the applicable insurance policies valid for entire contract period including DLP.
69. Subletting the work; Please refer GCC.
70. The contractor shall have to submit the documentation of the work such as Operation and Maintenance Manual, Testing & Commissioning reports, challans of various supply materials, photographs of the work, records, history sheets etc.
71. The bidder should submit the Certificates of Registration under Employees Provident Fund and Miscellaneous Provision Act, 1952 (E.P.F. & M.P. Act,1952) if 20 or more workers/ persons employed on Bidder's Establishment. If less than 20 workers/ persons are employed on Bidder's Establishment, then the tenderer should submit undertaking in that regard on Rs. 500/- Stamp Paper.
72. The barricading shall be provided free of cost as per circular vide u/no.-MGC/F/6342 Dated 05/05/2018 and as per annexure I,II and III of standard drawing and specifications with with slogans and department wise colour codes. The copy of circulars is available on B.M.C. portal website.
73. The tenderer should submit the Certificate of Registration under E.S.I.C. Act, 1948 in case:
 - i. 10 or more workers/ persons employed and manufacturing process is carried out with power in any part or
 - ii. 20 or more workers/ persons employed and manufacturing process is carried out without power.

The Bidder's establishment under Sr. No. i & having less than 10 workers/ persons or the establishment under Sr. No. ii & having less than 20 workers/ persons, then the tenderer should submit undertaking in that regard on Rs. 500/- Stamp Paper.

74. Bidder shall be registered under the GST act 2017 on the transfer of property in goods involved in the execution of works contracts (Re-enacted) Act 1989 and should produce documentary evidence to that effect (a copy of registration of certificate from the GST department) along with tender.
75. The successful bidder shall make use of the removed/ retrieved reusable signal materials, wherever possible. For damage replacement work, 1% rebate shall be deducted from the quoted cost of the particular material supply as a salvage cost for the scrap material. The scrap material will be the property of the contractor.
76. The contractor shall hand over the entire signal system in working condition to the BMC after completion of DLP Period.

SECTION 14

APPENDIX & PROFORMAS

FORM OF TENDER

To,
The Municipal Commissioner for Brihanmumbai
Sir,

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

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

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

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

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

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

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

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

such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever. I/ We agree and undertake that I/ We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/ us or is with-drawn by the Corporation,”

Address

.....
.....

Yours faithfully,

Digital Signature of the
Tenderer or the Firm

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

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

A/c No.
.....

- | | | |
|----|-------|-----------------|
| 1. | | Name of Bank |
| 2. | | |
| 3. | | Name of Branch |
| 4. | | |
| 5. | | Vender No. |

AGREEMENT FORM

Tender No. dated

Standing Committee Resolution No. dated

CONTRACT FOR THE WORK of

.....
.....

This agreement made this day of Two thousand

..... Between

.....
.....

.. inhabitants of Mumbai, carrying on business at

..... in
Mumbai under the style and name of

..... (Hereinafter called “the contractor of
the one part and **Shri** the
Director (E.S.&P.)/ D.M.C. (Infrastructure) (hereinafter called “the commissioner” in which ex-
pression are included unless the inclusion is inconsistent with the context, or meaning thereof, his
successor or successors for the time being holding the office of Director (E.S.&P.)/ D.M.C. (In-
frastructure) of the second part and the Brihanmumbai Municipal Corporation (hereinafter called
“the Corporation”) of the third part, WHEREAS the contractor has tendered for the construction,
completion and maintenance of the works described above and his tender has been accepted by
the Commissioner (with the approval of the Standing Committee/ Education Committee of the
Corporation

NOW THIS AGREEMENT WITNESSETH as follows: -

- 1) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to:-
- 2) The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.
 - a) The letter of Acceptance
 - b) The Bid:
 - c) Addendum to Bid; if any
 - d) Tender Document
 - e) The Bill of Quantities:
 - f) The Specification:
 - g) Detailed Engineering Drawings

- h) Standard General Conditions of Contracts (GCC)
 - I) All correspondence documents between bidder and B.M.C.
- 3) In consideration of the payments to be made by the Commissioner to the contractor as hereinafter mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.
- 4) The Commissioner hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

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

Signed with designation stamp of the
Contractor, sealed & delivered by the
Contractor/s

Trading under the name & style of

.....
.....
.....
.....

In presence of Witness:

Witness No. 1: Name & Address

Name -

Resi. Address

.....

Signature of Witness No. 1

Witness No. 2: Name & Address

Name -

Resi. Address

.....

Signature of Witness No. 2

Signed by the Dy. Municipal Commissioner,
The Director (E.S. & P.)/ D.M.C.
(Infrastructure) in the presence of

1.

2.

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

Name and Signature of Concern Dy. Ch. Engr.
& Ch. Engr. (HOD) with Designation Stamp

Dy. Ch. Engr.
(Traffic)

Chief Engineer
(Roads & Traffic)

Shri.....

Shri.....

.....

.....

The Common Seal of the Brihanmumbai
Municipal Corporation was affixed on the
..... Day of 20..... in the
presence of

1.

2.

Two members of the Standing Committee of
the Brihanmumbai Municipal Corporation.

Witness:

(Shri/Smt.)

Office Superintendent,

Municipal Secretary's Office

ANNEXURE - A

1. The Engineer for this works: Ex. Eng. (ATC)
2. The Estimated Cost of the work: Rs.5,22,81,208/- (Excluding GST)

Sr No	Description of work	Total Amount Rs.
1	Civil Work	
2	Electrical Work	
3	Total Amount	

1. Earnest Money Deposit: Rs.5,22,900/-
2. Time Period- 24 Months excluding monsoon.
3. Percentage to be charged as supervision charges for the work got executed through other means 10 percent.
4. The “Actual cost of the work” shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor's percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided in price variation clause as amended up to date.
5. In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.
6. In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

Signature of Tenderer of the Firm

ANNEXURE- B

(On Rs. 500/- Stamp Paper)

PRE-CONTRACT INTEGRITY PACT

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the B.M.C., connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the B.M.C. or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the B.M.C. or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the B.M.C. as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
7. The Bidder commits to refrain from giving any complaint directly or through any other

manner without supporting it with full and verifiable facts.

8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

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

- i. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- ii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
- iii. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
- iv. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/ Bidder

ANNEXURE- C

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

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

1. I declare that I have submitted certificates as required to Executive engineer (Monitoring) at the time of registration of my firm/ company _____ and there is no change in the contents of the certificates that are submitted at the time of registration.
2. I declare that I _____ in capacity as Manager/ Director/ Partners/ Proprietors of _____ has not been charged with any prohibitory and/ or penal action such as banning (for specific time or permanent)/ de-registration or any other action under the law by any Government and/or Semi Government and/ or Government undertaking.
3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.
4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, B.M.C. is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.
5. I also declare that I will not claim any charge/ damages/ compensation for non-availability of site for the contract work at any time.
6. I declare that I will positively make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge

Signature of Tenderer/ Bidder

ANNEXURE -D

Rate Analysis

Item Description:					
Sr. No.	Description of Rate Analysis Parameters	Unit	Quantity	Rate	Amount
1	Basic Material (Rate should be inclusive of all taxes)				
2	Machinery Hire Charges				
3	Labour Type		(Labour components)		
4	Total of all components				
5	Overhead & Proffit 15% on 4				
6	Total Rate (4+5)				
7	Per unit rate				

Sign & Seal of the Bidder/ Tenderer

Rate analysis shall be submitted by the bidder after opening of Packet 'C' as per the demand from Engineer if required.

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

THIS INDENTURE made this _____ day of _____ 20 BETWEEN

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

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

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

_____ and the terms of such tender/ contract require that the contractor shall deposit with the Commissioner as/ contract deposit/ earnest money and/ or the security a sum of Rs. _____ (Rupees _____) AND WHEREAS if and when any such tender is accepted by the

Commissioner, the contract to be entered into in furtherance thereof by the contractor will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security -deposit to be taken under the contract and be redeemable by the contractor, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the contractor are constituents of the Bank and in order to facilitate the keeping of the accounts of the contractor, the Bank with the consent and concurrence of the contractor has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and/ or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractor (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs. _____

(Rupees _____) under the terms of the said tender and/ or the contract. The

B.G. Is valid upto _____ “Not withstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee shall remain in force upto _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer's _____

_____ (Name of the Bank)

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____

For Messer's _____

address _____

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

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

ANNEXURE E

Irrevocable Undertaking

(on Rs. 500/- Stamp paper)

I Shri./ Smt. aged, years Indian Inhabitant.
Proprietor/ Partner/ Director of M/s. resident at
.....
..... do hereby give Irrevocable undertaking as
under;

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

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

ANNEXURE F
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 specifies in pre-qualification document, bidder registration or bid documents, as the case may be.

Where BMC fails to dispose off the application within the specifies 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 B.M.C.

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 satisfies, 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 BMC.

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

Determination of needs 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 communicated 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

PROFORMA- I

The list of similar works as stated in eligibility criteria during last Seven years–

Sr. No.	Name of the Project	Name of the employer	Stipulated date of completion	Actual date of completion	Actual Cost of work done
1	2	3	4	5	6

NOTE:

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

Sign & Seal of the Bidder/ Tenderer

PROFORMA- II

Annual financial turnover of works during the last five years.

Sr. No.	Financial year	Annual Turnover of Works	Updated value to current year	Average of last 3 years (i.e. 2021-2022, 2022-2023, and 2023-2024)	Page No.
1	2019-2020				
2	2020-2021				
3	2021-2022				
4	2022-2023				
5	2023-2024				
Total					

NOTE:

1. The above figures shall tally with the audited balance sheets uploaded by the tenderers duly certified by Chartered Accountant.
2. The value of executed work shall be brought to current costing level by enhancing the actual value of work at compound rate @10% per annum; calculated from the date of completion to the last date of receipt of application for tender.

Sign & Seal of the Bidder/ Tenderer

PROFORMA- III

Details of similar works as stated in eligibility criteria during last Seven years.

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

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

Sign & Seal of the Bidder/ Tenderer

PROFORMA- IV
Details of Personnel (as per clause 6.9)

Sr. no.	Post	Name	Qualification	Experience

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

Sign & Seal of the Bidder/ Tenderer

PROFORMA – V

Machinery: (for special work only)

NOT APPLICABLE

PROFORMA - VI / A

Details of Existing Commitments and ongoing works –

Description of work	Place	Contract No. & Date	Name & Addresses of employer	Value of Contract in Rs.	Scheduled date of completion	Value of work remaining to be completed	Anticipated Date of completion
1	2	3	4	5	6	7	8

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

Sign & Seal of the Bidder/ Tenderer

PROFORMA - VI / B

Details of works for which bids are already uploaded –

Description of work	Place	Name & Addresses of employee	Value of Contract in Rs.	Time Period	Date on which decision is expected	Remarks
1	2	3	4	5	6	7

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

Sign & Seal of the Bidder/ Tenderer

PROFORMA-VII
AFFDAVIT FOR BEST PRICE

Tender No. _____

To,
The Commissioner,
For the Brihanmumbai Municipal Corporation,

Sir,

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
details with addresses have not filled in this tender under any other name or under name of any
other establishment/ firm otherwise, nor are we in any way related to concerned with any
establishment / firm or any other person, who have filled in the tender for aforesaid work".

"I/ We do hereby further undertake that, we have offered the best prices for the subject supply
work as per present market rates. **Further, we do hereby undertake and commit that we do
not offered/ supplied the subject product/ similar product/ systems or sub systems in the
past one year in the Maharashtra State for quantity variation upto –50% or +10% at a
price lower than that offered in the present bid to any other outside agencies including
Govt./ Semi Govt. agencies within B.M.C. 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 Brihanmumbai Municipal Corporation for any such

losses or inconvenience caused to the Corporation, in any manner and will not raise 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 differential tax structure, different Dollar values of Rupee, considering this aspect, before invoking the penalty, blacklisting etc., I/ We will be given a reasonable opportunity being heard by representing our case as to why such price variation/ differential has arisen.

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

TENDERER'S FULL SIGNATURE
WITH FULL NAME & RUBBER STAMP

(**Note:** This affidavit should be given on Rs. 500/- stamp paper duly notarized by Notary with red seal and registration Number.)

PROFORMA – VIII
Structure and Organisation

1. The bidder is _____
 - a) an individual
 - b) a proprietary firm
 - c) a firm in partnership
 - d) a limited Company or Corporation
 - e) a group of firms/joint venture

(if yes, give complete information in respect of each partner)
2. Attach the organization chart showing the structure of the organization, including the names of the directors and position of officers _____
3. Number of years of experience:
 - a) As a Prime Contractor
(Contractor shouldering major responsibility)
 - i) in own country _____
 - ii) in other countries (specify country) _____
4. Name and address of any associates the bidder has in India (in case the bidder happens to be from foreign country) who are knowledgeable in the procedures of customs, immigration, taxes and other information necessary to do the work _____
5. For how many years has your organization been in Business of Installation & maintenance of road traffic Signal system work? _____
6. Were you ever required to suspend construction for a period of more than six months continuously after you started? If so, give the name of the project and give reasons therefor _____
7. Have you ever left the work awarded to you incomplete? _____

(If so, give name of project and reasons for not completing work)

Sign & Seal of the Bidder/ Tenderer

PROFORMA - IX
Litigation History

Name of Bidder or partner of a joint venture
--

Bidders, including each of the partners of a joint venture, shall provide information on any history of litigation or arbitration resulting from contracts executed in the last seven years or currently under execution. A separate sheet should be used for each partner of a joint venture.

Year	Award FOR or AGAINST Bidder	Name of client,cause of litigation and matter in dispute	Disputed amount (Current Value- Rs. equivalent)

Sign & Seal of the Bidder/ Tenderer

PROFORMA - X
Details of Cleaning Contractors

Name & address of the firm

1	Number of Supervisory Staff with their C.V.
2	Number of Unskilled Staff Poses
3	Name of the Equipments Owned
4	Name of the works carried out in last 2 years in the field of House Keeping / Cleaning of Traffic Signals, equipments.
5	Cost of the Work

Sign & Seal of the Bidder/ Tenderer

PROFORMA - XI

Declaration for supply of Truck mounted Aerial/Boom Lift Crane

I/We M/s *[insert: name & address of Bidder]* agree that I/We have owned /hired the Truck mounted Aerial/Boom Lift crane as mentioned in Bid Document for the work of **“Supply, Installation, Testing and Commissioning of Conventional Road Traffic Signal System in Eastern Suburb of Brihanmumbai and Subsequent Preventive and Corrective Maintenance up to 12 Months period of Defect Liability”**. I/We assured that the Truck mounted Aerial/Boom Lift crane will be made available throughout the maintenance contract as and when required or as instructed by the Engineer. I/We assure that best services of Truck mounted Aerial/Boom Lift crane will be provided till end of the Contract.

Name & Signature of Bidder

PROFORMA – XII
EQUIPMENT MANUFACTURER DECLARATION

(On Letterhead of OEM)

To,
Ex. Eng. (ATC),
Brihanmumbai Municipal Corporation,
Ground Floor, Engineering Hub,
Dr. E. Moses Road, Worli,
Mumbai – 400 018. India.

Whereas M/s. who are established and BMC approved manufacturers of LED Signal Head Retrofit / Traffic Signal Controller / Digital Count Down Timers with their accessories having production facilities at [Insert: address of factory] do hereby authorize[Insert: name & address of bidder] (Hereinafter, the “bidder”) to submit a bid, and subsequently negotiate and sign the contract with you against the tender for **“Supply, Installation, Testing and Commissioning of conventional Road Signal Systems in Eastern Suburb of Brihanmumbai and Subsequent Preventive and Corrective Maintenance up to 12 months period of Defect Liability ”**

We hereby extend our full support for the supply of LED Signal Head Retrofits / Traffic Signal Controller / Digital Count Down Timer with their accessories. We also hereby declare that we and..... [Insert: name of the Bidder] have entered into a formal relationship in which, during the duration of the Contract (including warranty).

We, the Approved Equipment Manufacturer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist on a reasonable and best effort basis, in the performance of all its obligations to the bidder under the Contract.

Authorized Signatory

Name:

Contact:

Address:

E-mail Id:

**Undertaking for Equipment Capabilities
(on Rs.500/- Stamp Paper)**

The contractor shall give undertaking on Rs.500/- stamp paper i.e. the required machineries either owned / on lease or hire basis for said work will be arranged at site before start of the work and the same will be his sole responsibility.

Name & Signature of Bidder