



Municipal Corporation of Greater Mumbai



**Improved
Procurement
Guidelines**

BRIHANMUMBAI MAHANAGARPALIKA
CENTRAL PURCHASE DEPARTMENT

CIRCULAR
2013-14

D.M.C./CPD/OD/21.
18-05-2013.

Sub: Improved Procurement Guidelines.

Procurement system in M.C.G.M. comes under criticism frequently for various reasons. The observed deficiencies in the System are the alleged prevalence of malpractices, such as bid rigging, cartelization and predatory pricing. Moreover, there is lack of complete disclosure of the need for the procurement or the specifications and the methodology of procurement. Further, there are deficiencies in Contract Management, which lead to extra items or excess operation of certain items in the Bill of Quantities, resulting in proposals for large scale variations in contracts. The result is an adverse perception regarding procurement process.

In order to restore the credibility of procurement process and to achieve principles of Public Procurement such as ensure efficiency, economy and transparency, provide fair and equitable treatment to bidders, promote competition, prevent corrupt practices and reasonableness of prices with quality, as per directions of Municipal Commissioner, a Committee headed by A.M.C. (P) and comprising of A.M.C.(W.S.), D.M.C. (C.P.D.), Director (M.E.&M.H.), D.M.C.(Vig.), C.A. (F) was established for preparation of improved procurement procedure, in consonance with the principles contained in the Draft Public Procurement Bill 2012 and tool kits developed by World Bank, Transparency International. Accordingly, after series of meetings/discussion among the Committee members / Consultants / Outside Experts, it was decided to incorporate/introduce the following components in the Procurement System of M.C.G.M.

1. Procurement Manual :

Draft Procurement Manual for the support and guidance of various departments of M.C.G.M. was prepared by the Consultants for uniform, systematic, efficient procurement with observance of principles of public procurement. This Draft Procurement Manual was uploaded on MCGM Procurement Plan Portal for feedback/suggestions from various departments of

M.C.G.M. The Draft Procurement Manual is also got verified / vetted from Administrative Staff College of Hyderabad (ASCI) and suggestions/feedback from various H.O.Ds./Assistant Commissioners are also incorporated and now, final version of 'Procurement Manual' is uploaded on M.C.G.M. website :

(mcgm.gov.in → tender → procurement plan → central purchase deptt. → Dy.Ch.E. C.P.D.)

This Procurement Manual will help the departments for preparation of tender document, deciding the method of procurement, prequalification criteria, instructions to the tenderers, mandatory conditions, evaluation of bids, negotiations, execution of contract etc.

All H.O.Ds. / Assistant Commissioners /Deans are hereby directed to refer the Procurement Manual while preparing the tender document.

2. Procurement Tab :

In order to bring the transparency in M.C.G.M. procurement, a suitable 'Procurement Tab' is provided on MCGM portal for providing access to the general public and to call suggestions from general public on Specifications, estimate etc. of public procurement. The detailed circular under No. I.T. Deptt./F-586 dated 15.02.2013 regarding updating and uploading procurement information has been issued, which is annexed herewith as **Annexure-1**.

All H.O.Ds. / Assistant Commissioners /Deans are hereby directed to upload the details of each tender of works/services/supply of goods i.e. schedule copy, tender conditions, specifications etc. on Procurement Tab for suggestions / feedback of general public/Organizations 15 days before invitation of tender and after receipt of feedback from the citizens/organizations, finalize the tender document as per the detailed procedure prescribed in the Circular under No. IT deptt./F-586 dated 15.02.2013. It is clarified here that even though Procurement Tab is developed for inviting suggestions from general public/Organizations, the system of prebid meeting can not be dispensed with as it is one of the mandatory requirement as per Draft Public Procurement Bill 2012.

3. Procurement Redressal Committee:

In order to redress the grievances of bidders/prospective bidders/general public related to procurement quickly and to avoid unnecessary litigations in the procurement matters, three member 'Procurement Redressal Committee' under the Chairman of retired High Court Justice, Shri Rebellow has been formed. One member of Committee will be decided by Chairman and other member will be decided by the Chairman of 'Technological Advisory Committee' among the members of TAC or will be decided by concern Addl. Municipal Commissioner from the expert in the particular field of subject. The office of Procurement Redressal Committee is established at Central Purchase Department Office, 566, N. M. Joshi Marg, Byculla, Mumbai-400011 and telephone Number is 23083161 – 62 – 63. The details of 'Grievance Redressal Mechanism', method of application, fees of application, time prescribed for making application and disposal of application, penalty for vexations, frivolous/malicious nature complaint etc. are given in **Annexure-2**.

All HoDs. / Deans / Assistant Commissioners are hereby directed to incorporate the condition in forthcoming tenders that, M.C.G.M. has formed 'Procurement Redressal Committee' under the chairmanship of retired High Court Justice for the redressal of grievances of bidders/prospective bidders/ related to procurement. The bidders/complainants can approach 'Procurement Redressal Committee' for redressal of their grievances. The details of 'Procurement Redressal Committee' is given in **Annexure-2**.

4. Integrity Pact :

Integrity Pact is a vigilance tool conceptualized and promoted by the Transparency International for promoting integrity, transparency, equity and competitiveness in Government/PSU transactions and to prohibit (i) any collusion, bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of procurement process, (ii) any financial or business transactions between the bidders and any officials of the procuring entity. The pact essentially envisages an agreement between the prospective bidder/vendor and the procuring entity/buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a pact with the procuring entity/buyer, would be considered competent to

participate in the bidding process. In other words, entering into this pact would be the preliminary qualification.

M.C.G.M. has decided to apply Integrity Pact to all tenders of works/services/supply of goods, plant & machinery etc., costing more than Rupees One Crore. The details of Integrity Pact i.e. Commitments of M.C.G.M., Commitments of the bidder/contractor, penalty/actions for violation of pact, validity of pact, Independent External Monitor etc. are given in **Annexure-3**.

In order to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement; M.C.G.M. has appointed 'Independent External Monitor' (IEM) who will perform his functions neutrally and independently and report to the Municipal Commissioner.

All HoDs / Deans /Assistant Commissioners are hereby directed to incorporate Integrity Pact (as per Annexure-3) for all tenders (works/services/procurement etc.) costing more than Rupees One Crore. The bidder must upload the scanned copy of agreement of Integrity Pact in packet 'A' as per Annexure-3, duly signed and stamped on Rs.100/- stamp paper duly notarized and shall submit the original copy of the same in a sealed envelope physically to M.C.G.M. office prior to the due date of tender. After receipt of the copy physically in MCGM office, it shall be got signed from concerned Deputy Municipal Commissioner / Director under whose control the department is functioning and shall be preserved carefully till the validity of the pact by the concerned HoD/Dean/ Assistant Commissioner.

All HoDs / Deans /Assistant Commissioners shall note that for time being the role of 'Independent External Monitor' is assigned to the Chairman of 'Procurement Redressal Committee'. Hence any complaint with regards to violation of Integrity Pact shall be referred to the Chairman of Procurement Redressal Committee whose office is situated at Central Purchase Department Office, 566, N.M.Joshi Marg, Byculla, Mumbai-400011, and telephone Number is 23083161 – 62 – 63.

5. Systematic Market Research / Generic Specifications:

It is expected that, the concern H.O.D. / Dean /Assistant Commissioner who prepares the technical specifications of any plant and machinery/equipments/goods/works etc., which

are procured through public tendering process, shall undertake detailed study of such products manufactured by the various manufacturing companies and some generic (technical) specifications are prepared, which will not restrict the competition and will result in multiple responsive offers. It is also expected that while preparing the block estimates for procurement of equipments/goods/plant & machinery, the details of earlier purchase of such items of different Public Institutes, Govt. Organizations are also obtained and studied deeply, so that the realistic estimates are prepared.

There are various private firms like Tender Info, Tender Khoj, Global Tenders, Express Tenders available in the market for pre-tendering market survey/post-tendering facilitation services. In order that maximum tenderers/bidders participate in the tender process of M.C.G.M., these companies will conduct the activities to encourage a lot of companies to participate in the tender. activities such as, Tender Posting, Mass Mailing, Bid Support etc. Similarly these companies will provide the inputs on Systematic Market Survey to decide the quality product at Best Price.

The rates generally charged for the activities are as below:

| <u>Value of Tender</u> | <u>Fees</u> |
|-----------------------------|--|
| Upto Rs.1 crore | Rs.25,000/- |
| Rs.1 crore to Rs.5 crores | 0.25% |
| Rs.5 crores to Rs.10 crores | 0.20% |
| Rs.10 crores & above | 0.15% or Rs.2,00,000/- whichever is lower. |

All HoDs./Deans/Assistant Commissioners may utilize the services of these firms, if required for the specific tenders by calling quotations for Systematic Market Survey to receive quality product at Best Price.

All HoDs./Deans/Assistant Commissioners shall further note that in order to increase the responses of bidders, and maximize the competition; M.C.G.M. has re-introduced the system of Standing Deposit. (The detailed Circular in this regard under No. CA/FRC/55 dated 08.03.2013 annexed herewith as **Annexure-4** and the

procedure of sample testing/verification is done away with as per circular annexed herewith as **Annexure-5**.

6. Technology Advisory Committees:

Administrative Staff College of India (ASCI), Hyderabad has been selected as an agency for preparing DPR pertaining to capacity building of various departments of M.C.G.M. as per directives of MoUD, Govt. of India. Accordingly, DPR has been submitted. With the help/advice of A.S.C.I, Hyderabad, Technology Advisory Committees (TAC) for some of the important sectors of M.C.G.M. like water, waste water, Mechanical & Electrical, Construction Technology, I.T. Health Sector, Fire Services are formed. The constitutions of Committees are annexed herewith as **Annexure-6, 6A, 6B, 6C, 6D, 6E, 6F**. If H.O.Ds./Deans /Assistant Commissioners require any guidance/support/clarification on any technical issue, technical specifications, they may refer the matter to above Technology Advisory Committees with the approval of concern Addl. Municipal Commissioner. H.O.Ds. / Deans /Assistant Commissioners are also directed to identify the issues of their department to be put up before Technology Advisory Committees & arrange Technology Advisory Committees accordingly with approval of Addl. Municipal Commissioner.

7. Best Price / No Cartelization Affidavit :

Of late, it has been noticed that, in respect of procurement of goods, it is being alleged that the prices quoted by the bidders for the particular machinery/equipment for the M.C.G.M. is at times higher than the prices quoted for the same machinery /equipment by the bidders in respect of supply to other agencies including Govt. Agencies or those within the M.C.G.M. With a view to ensuring that the best prices are offered by the bidders in response to the tender enquiry, it has been decided to obtain an undertaking on 100 Rupees Stamp Paper from the bidders that they have offered Best Prices for such supply and they have not quoted the lower price for the same supply /work to any other agency including other Govt./Semi Govt. Agencies and also within M.C.G.M.

The format of 'Best Price Affidavit' is annexed herewith as **Annexure-7**. All HoDs. / Deans /Assistant Commissioners are directed to incorporate the condition of Best Price in all

tenders. Bidders must upload the scanned copy of 'Best Price Affidavit' in packet 'A' and hand over the physical copy to M.C.G.M. Office before due date of tender.

8. Third Party Auditors / Experts for Peer View of Big Projects:

It has been decided that the various projects works undertaken by the M.C.G.M. costing above Rs.5 crores shall be got peer viewed from the Third Party experts / auditors.

Accordingly, the Expression of Interests have been invited by the Finance Department from the eligible organizations/firms dealing in the line accredited preferably by the organizations like Quality Council of India (QCI), National Accreditation Board for Certification Bodies (NABCB), Indian Register of Quality Systems etc. to indicate their interest in providing these services. It has been decided to invite financial quotes from the organizations/firms accredited by QCI, NABCB and IRQS. This exercise is expected to be completed by the end of July 2013. After finalization of the accreditation of the eligible institutions, the list of such accredited institutions will be circulated for information of the various departments.

All HoDs/Deans/Asstt. Commissioners are hereby directed to appoint such agencies with the approval of concerned Addl. Municipal Commissioner as Third Party Auditors and as Third Party experts for peer view of the projects works costing more than 5 Crores Rupees undertaken by them as per the terms & conditions finalized while awarding accreditation to these institutions.

9. Revision of General Condition of Contract (G.C.C.):

The last and third revision of General Conditions of Contract was made effective from 1st April 2000. However, in last 13 years with respect to the changes in the policies of MCGM, changes in the structure of contract at Local /National/ International level and lastly with the change in time and pace of the urbanization, it was found necessary to have a revised form of General Conditions of Contract. The work of revision of General Conditions of Contract was entrusted to M/s Tata Consulting Engineers Ltd. and accordingly, M/s. Tata Consulting Engineers Ltd. have completed the work of revision of G.C.C.

In this effort, the most significant changes that are designed in this edition that special Clauses are introduced on "Safety, Health and Environment" (S.H.E). Besides this, the

prevailing clauses which were placed in scattered way are now put in respective Chapters and these new references can be referred with reference table.

Other important Clauses which have been revised with major changes are on Subletting of contract, Security deposits, Safety provision, Defect liability period, recording of measurement, Submission of final drawings and Arbitration process etc. To avoid escalation and variation in the contracts; proper measures have been suggested to have control over the implementation and execution of the project. 6 Nos. of Indices on account of local labour, cement, reinforcement of steel, steel plates per pipe lines, machinery plant and machineries are introduced. To ensure the quality and quantity, proper checks have been introduced along with the enhanced rate of penalization.

The earlier Clause bearing No.73(a) and (b) have now been located in chapter 'Variation' with Major Changes.

All Heads of the Engineering Departments / Asstt. Commissioners are hereby directed that new tenders/bids to be uploaded from 01-06-2013 shall exclusively be covered with revised version of General Condition of Contract. Heads of the Engineering Departments/Asstt. Commissioners are further directed that the special note in this regard be highlighted in the bid document categorically and the earlier clauses be changed accordingly. The new edition of General Conditions of Contract is uploaded on portal <http://portal.mcgm.gov.in> for reference.

10. Revision of Fair Market Schedules:

Over the years, different Fair Market Schedules of rates were used by respective Engineering Departments for their primary Construction activities and for the execution of projects. Application of these different Schedule of rates by different departments has posed problems to the Engineers while estimating and framing of the projects. With a view to avoiding such situations, the concept of 'Unified Schedule of Rates' for entire organization was conceived. Moreover, these efforts have been reinforced by coupling these 'Schedule of Rates' with 'the specifications', 'rate analysis' and supportive engineering drawings. These efforts have been designed keeping in mind the pace of urbanization, change in construction

techniques and lastly to keep checks on the creation of extra items during execution by respective departments.

The voluminous task of revision of schedule was assigned to M/s. Tata Consulting Engineers Ltd. Accordingly, M/s. Tata Consulting Engineers Ltd. have completed the work of unified schedule of rates. Supportive software for 'Unified Schedule of Rates' is being installed by M/s. Tata Consulting Engineers Ltd. in all the respective departments and in Ward Offices on 'Stand Alone System'/ HODs/ Assistant Commissioners can refer the unified schedule of rates on M.C.G.M. Portal viz. <http://portal.mcgm.gov.in>

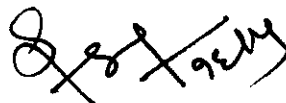
All the Heads of the Engineering Departments/Assistant Commissioners and Superintendent of Garden are hereby directed that the new version of 'Unified Schedule of Rates' will be made effective from 1st June, 2012. They are hereby directed that from 1st June, 2013 the estimates and tenders be worked out with new schedule of rates.

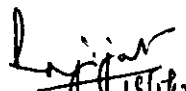
11. Watch on extra / excess:

It has been observed that there are certain deficiencies in the project (contract) management, which leads to extra Items or excess operation of certain Items in the bill of quantities resulting in large scale variation in contracts. Instead of operating extra/excess Item in exceptional cases, it is found that they are sanctioned as a matter of rule. In order to prohibit variation in contract cost / contract quantity and to observe the financial discipline, acute need was felt to formulate 'Decision Rules' for sanctioning Extra/Excess Items. Accordingly Decision Rules are formed vide circular under No. CA(F)/FRD-1/57 dated 13.03.2013. Copy annexed as **Annexure-8**.

All HoDs/Deans/Assistant Commissioners are hereby directed to follow the above directives strictly.

215 7/5/13
C.A. (F)


D. M. C. (C.P.D.)


A. M. C. (P)


18/5/13
Municipal Commissioner.

ANNEXURES

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Annexure - 1**BRIHANMUMBAI MAHANAGARPALIKA**
INFORMATION TECHNOLOGY DEPARTMENT

IT Dept./F-586 dated 22.11.2012.

15.12.12

CIRCULAR**Sub: Updating and uploading information related to Procurement Plan on MCGM Portal.**

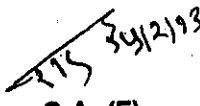
In order to bring transparency in MCGM's procurement, all HoDs are to upload their Procurement Plan for the whole year, as per approved Budget, along with proposed specifications of material and / or services to be procured with due justification or need of the procurement. To enable this, suitable provisions have been made in MCGM's portal. Respective HoDs will get their Procurement Plan and specifications uploaded on MCGM Portal through Information Technology Department (I.T. Deptt.). Once uploaded, Citizens will be able to view these and offer their remarks on MCGM portal or through social networking sites such as Facebook, Linked In. Concerned HOD who has uploaded the Procurement Plan and Specifications shall provide the e-mail address of specific officer to receive the feedback from the citizens, ^{or organizations} NGOs, to the proposed Procurement Plan who will pass on the information to concerned HoD daily for scrutiny & examining the suggestions.

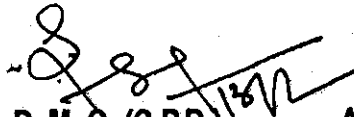
In case of procurement of materials, the concern H.O.D. shall examine the suggestions received from the citizens / experts / Organizations within a period of 10 days and shall put up before the authority appointed for finalizing the technical specifications. This authority will finalize the technical specifications and will put up for the approval of concerned Additional Municipal Commissioner and in case of tenders of important project / works, it will be put up for the approval of Municipal Commissioner. Once, the suggestions received from citizens / experts / organizations critically deliberated at Additional Municipal Commissioner / Municipal Commissioner's level and approved by Additional Municipal Commissioner / Municipal Commissioner, the concerned HoD shall amend the specifications accordingly and upload the revised specifications on the MCGM Website under Procurement Plan. There should not be any delay in finalizing the specifications based on the suggestions and in any case within 15 days, proposal for final orders of Additional Municipal Commissioner / Municipal Commissioner needs to be put up. In case of some critical technical issues, this time period shall be maximum 30 days. Concerned A.M.C. shall however, see as to how this time period of 15 days is curtailed to the minimum in future.

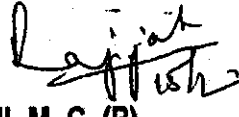
In addition to above for each tender, the User Department/HoD shall also upload the following information on MCGM Portal under Procurement Plan.

- i) Prequalification documents, bidder registration documents, bidding documents and any amendments, clarifications including those pursuant to pre-bid conference and corrigenda thereto.
- ii) List of bidders that presented bid.
- iii) Details of successful bids, their prices and bidders.
- iv) Particulars of the bidders who have been debarred / blacklisted by M.C.G.M. with cause for debarment / blacklisting and the period of debarment / blacklisting.


Director (I.T.)


C.A. (F)


D. M. C. (C.P.D.)


Addl. M. C. (P)

Annexure - 2**MUNICIPAL CORPORATION OF GREATER MUMBAI****ANNEXURE - 2****GRIEVANCE REDRESSAL MECHANISM**

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity [Director (M.E.&M.H.) for medical tenders, Director (F.S.&P.) and/or concerned D.M.C. for Engineering Department, concerned D.M.C. for the other tenders]. While making such an application 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, M.C.G.M. may decide whether the bid process is required to be suspended pending disposal of such review. The M.C.G.M. 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.

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



Where M.C.G.M. fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the '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 redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- fee shall be paid in the form of D.D. in favour of M.C.G.M.

Procurement Redressal Committee will consists of not less than three members including its Chairman who shall be the retired Judge of High Court and two members of the Committee will be from the field of Public Procurement and experience at senior level in Public Administration or Public Finance or Management or Engineering or Specific Project or Management of Public Sector Enterprises.

On receipt of the application, the Committee shall after giving opportunity of hearing to the procuring entity, M.C.G.M. as well as the Applicant, determine the issue taking into consideration the rules and guidelines as well as tender conditions, terms of the pre-qualification, bidder registration or bidding document, as the case may be and communicate its recommendations including corrective measures to be taken to M.C.G.M. and to the Applicant within 10 days, if necessary, the Committee may held more sittings to dispose the application.

No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. relating to following issues:

- a) Determination of need of procurement
- b) The decision of whether or not to enter into negotiations.
- c) Cancellation of a procurement process for certain reasons.

The Procurement Redressal Committee may recommend to the procuring entity the suspension of the procurement process pending disposal of the application, if in its opinion, failure to do so, is likely to lead miscarriage of justice.


On receipt of recommendation of the Committee, Municipal Commissioner will communicate his decision thereon to the Applicant and to the Committee within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of

the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Municipal Commissioner and/or Procurement Redressal Committee, if found, come to the conclusion that any such complaint or review application is of vexatious, frivolous or malicious nature and submitted ^{with} under 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.

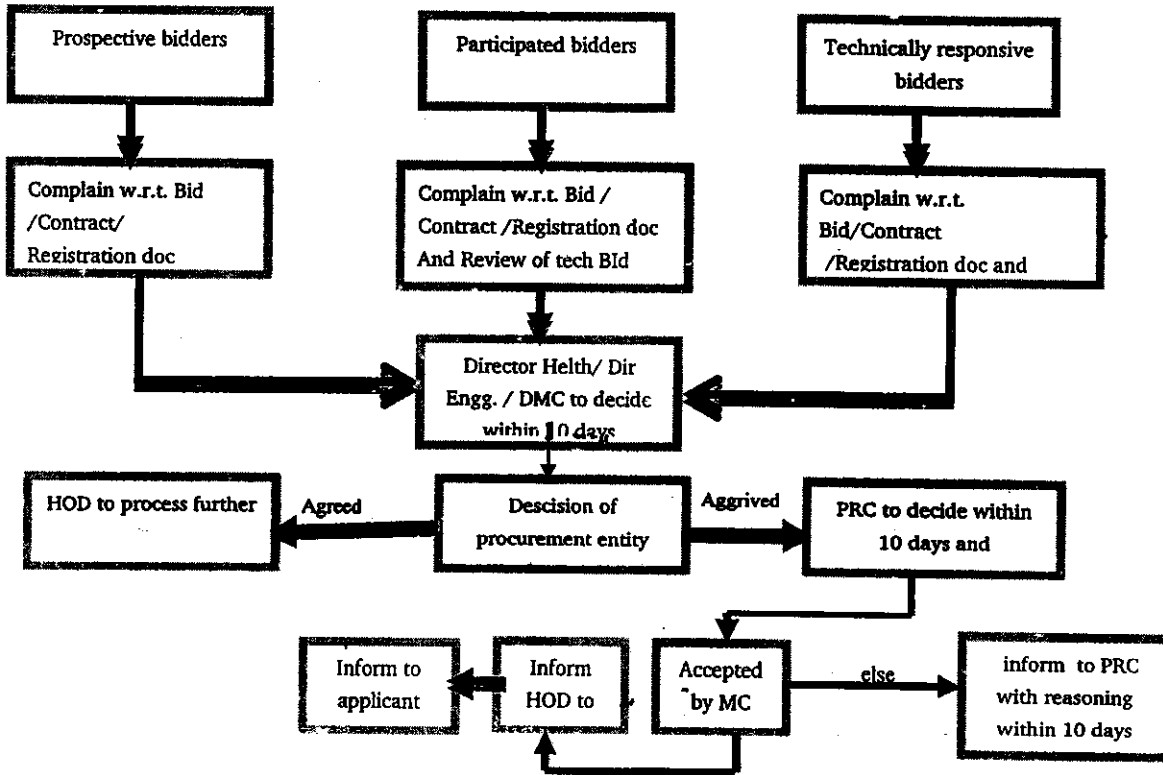

Law Officer 16/3/13


D.M.C. (C.P.D.) 15/3


A.M.C. (P) 19/3


Municipal Commissioner 6/4/13

Grievance Redressal system



Handwritten signature

Annexure-3

MUNICIPAL CORPORATION OF GREATER MUMBAI

ANNEXURE - 3

FORM OF INTEGRITY PACT

This Agreement (hereinafter called the Integrity Pact) is entered into on --
 --day of the -----month of 20--- between Municipal Corporation of Greater
 Mumbai acting through Shri -----(Name
 and Designation of the officer) (hereinafter referred to as the "M.C.G.M." which
 expression shall mean and include, unless the context otherwise requires, his
 successors in office and assigns) of the First Part and M/s. -----
 -----(Name of the company) represented by Shri -----
 -----, Chief Executive Officer / Authorised signatory (Name and
 Designation of the officer) (hereinafter called as the "Bidder / Seller" which
 expression shall mean and include, unless the context otherwise requires, his
 successors and permitted assigns) of the Second Part.

WHEREAS THE MCGM invites bid for the -----

----- (Name of the Stores / Equipment / Service, Tender No. & Date) and the
 Bidder / Seller is willing to submit bid for the same and

WHEREAS the BIDDER is a private Company / Public Company /
 Government Undertaking / Partnership Firm / Ownership Firm / Registered
 Export Agency, constituted in accordance with the relevant law in the matter and
 the MCGM is Urban Local Body.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair,
 transparent and free from any influence / prejudiced dealings prior to, during
 and subsequent to the currency of the contract to be entered into with a view
 to:-

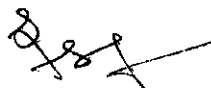
Enabling the MCGM to obtain the desired said stores / equipment/
 services/ works at a competitive price in conformity with the defined
 specifications by avoiding the high cost and the distortionary impact of
 corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt
 practice in order to secure the contract by providing assurance to them that their
 competitors will also abstain from bribing and other corrupt practices and the
 MCGM will commit to prevent corruption, in any form, by its officials by following
 transparent procedures. In order to achieve these goals, the MCGM will appoint
 an external independent monitor who will monitor the tender process and
 execution of the contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. COMMITMENTS OF THE M.C.G.M.

- 1.1 M.C.G.M. commits itself to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to , during and subsequent to the currency of the contract to be entered into to obtain stores / equipments / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The MCGM undertakes that no employee of the MCGM, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 M.C.G.M. will during tender process treat all bidders with equity and reason. The M.C.G.M. before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.



2. COMMITMENTS OF THE BIDDERS / CONTRACTORS

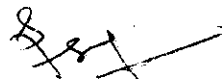
- 2.1 The Bidder, commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process or to any MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with MCGM for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with MCGM.
- 2.4 The Bidders / Contractors will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders/ Contractors will not commit any offence under relevant Anti-corruption Laws of India. Further, the Bidders will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by M.C.G.M. as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders / Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian Bidders shall disclose their foreign principals or associates.



- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the M.C.G.M..
- 2.8 The Bidder will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with M.C.G.M..
- 2.9 The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and if ^{he} comes to know of any unethical or illegal practice in M.C.G.M.
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
- 2.12 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.
- 2.13 The Bidders / Contractors will undertake to demand from all sub contractor's a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Contractors will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

- 3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.
- 3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.



4. DISQUALIFICATION FROM TENDER PROCESS AND
EXCLUSION FROM FUTURE CONTRACTS

If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the M.C.G.M. is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required..

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefor.
- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.
- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the M.C.G.M. absolute right ^{M.C.G.M.} to resort to and impose such exclusion and further accepts and undertakes not to challenge or question



such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.

- 4.11 To debar the Bidders/ Contractors from participating in future bidding process of M.C.G.M. for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

- 5.1 The Bidder undertakes that it has not supplied similar products / systems or subsystems in the past six months in the Maharashtra State for quantity variation upto -50% or +10%, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the government of India or PSU or MCGM and if it is found at any stage that similar products / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or MCGM at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the MCGM, if the contract has already been concluded, else it will be recovered from any outstanding payment due to ^{the} bidder from MCGM.

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.1 The M.C.G.M. appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access, without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub contractors.

- 6.5 The IEM is under contractual obligation to treat the information and documents of the Bidder / Contractor / sub-contractor, with confidentiality. ←
- 6.6 The MCGM will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within ~~the~~ reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner. ←
- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service of intimation to him by M.C.G.M./ Bidder and should the occasion arise, submit proposals for correcting problematic situations. ←
- 6.9 The word "IEM" would include both singular and plural.
- 6.10 Both the parties accept, that the recommendation of IEM would be in the nature of advice and would not be legally binding. The decision of Municipal Commissioner in any matter / complain will be the final decision. ←

7. VALIDITY OF THE PACT

- 7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the complete execution of the contract to the satisfaction of both the M.C.G.M. and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the M.C.G.M.

8. FACILITATION OF INVESTIGATION

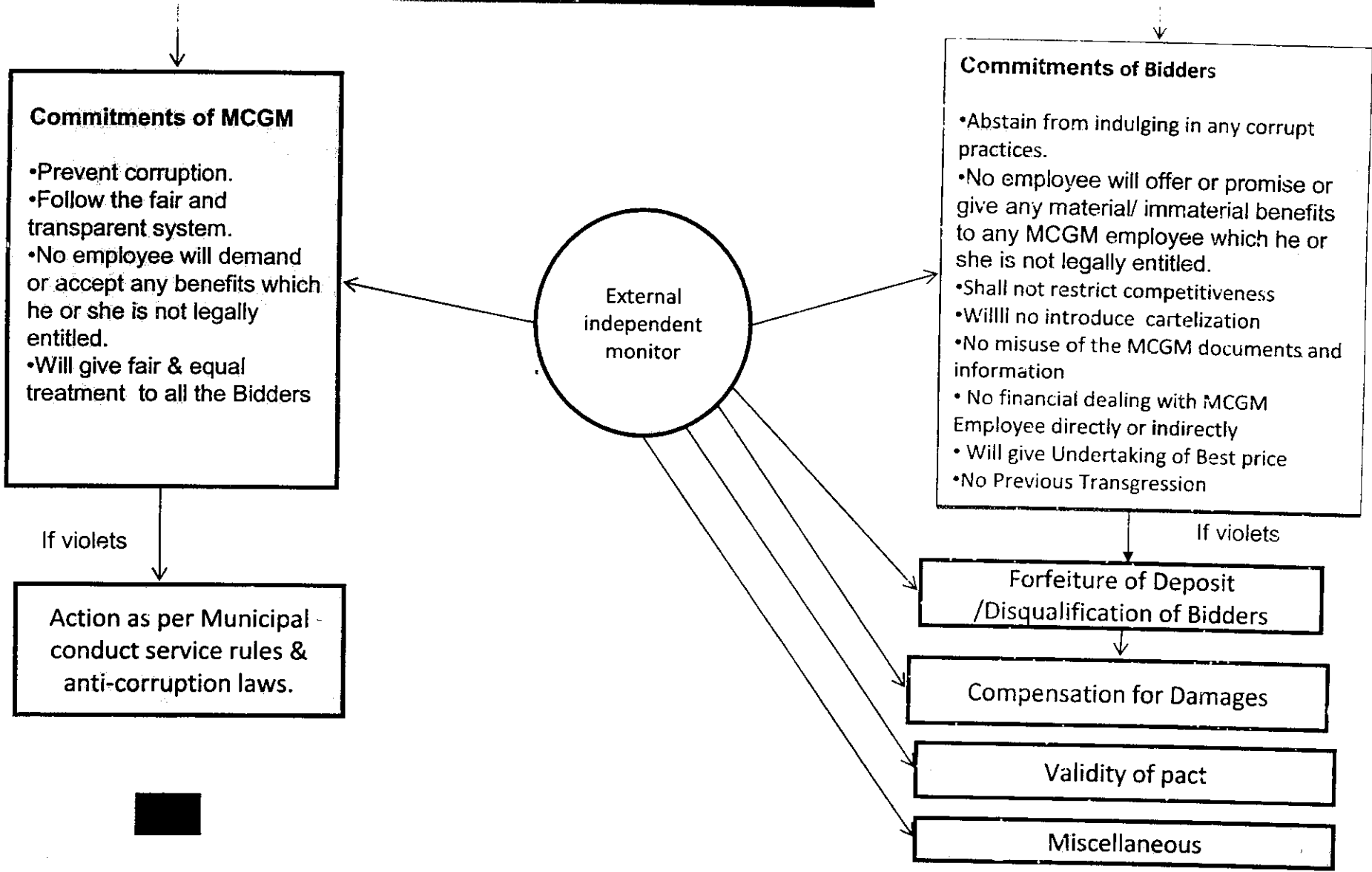
In case of any allegation of violation of any provisions of this Pact or payment of commission, the MCGM or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. MISCELLANEOUS

- 9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the M.C.G.M. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
 - 9.2 If the Contractor is a partnership of a consortium, this Agreement must be signed by all partners or consortium members.
 - 9.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.
- 10 The Parties hereby sign this Integrity Pact at -----on-----

| | MCGM | BIDDER/SELLER |
|--------------------------------|--------------------------------------|---------------------------------|
| Signature | ----- | ----- |
| Name of officer | ----- | ----- |
| Designation | ----- | ----- |
| Name of Company | ----- | ----- |
| Address | ----- | ----- |
| Dated | ----- | ----- |
| | | |
| | WITNESS-1(MCGM) | Witness-1(BIDDER/SELLER) |
| Signature | ----- | ----- |
| Name of officer | ----- | ----- |
| Designation | ----- | ----- |
| Name of Company | ----- | ----- |
| Address | ----- | ----- |
| Dated | ----- | ----- |
| <i>M. Madan</i> Law Officer | <i>S. S. S. S.</i> D.M.C.(C.P.D.) | <i>Rajesh</i> A.M.C.(P) |
| | | <i>Shankar</i> M. C. 6/4/13 |

Integrity Pact



अन:२००२-२५७० (२) Annexure- 4
बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१२-१३

क्र.प्रले/एफआरसी/५५ दि.०८.०३.२०१३.

विषय:- महापालिकेच्या नोंदणीकृत पुरवठादारांकडून स्थायी अनामत रक्कम स्वीकारण्याबाबत.

संदर्भ:- १.परिपत्रक क्र.प्रले/एफआरसी/३०, दि.१.११.२००८.

२.परिपत्रक क्र.प्रले/एफआरसी/१३ दि.२.७.२०१२.

मुंबई महानगरपालिकेच्या वेगवेगळ्या विभागांमार्फत विविध प्रकारच्या वस्तुंचा पुरवठा करण्यासाठी पुरवठादारांची नोंदणी करताना पुरवठादाराकडून स्थायी अनामत रक्कम घेण्यात येत होती. स्थायी अनामत रक्कम भरल्यानंतर सदर पुरवठादारास निविदा भरताना निविदा अनामत रक्कम भरण्यातून सूट देण्यात येत होती. पुरवठादारांनी भरलेल्या स्थायी अनामत रकमेच्या प्रमाणानुसार इसारा रकमेशिवाय निविदा भरता येत होत्या. परिपत्रक क्र.प्रले/एफआरसी/१३ दि.२.७.२०१२ अन्वये नोंदणीकृत पुरवठादारांना स्थायी अनामत रक्कम भरण्याबाबत दिलेली सवलत रद्द करण्यात आली होती. सदर परिपत्रकानुसार अशा पुरवठादारांनी जरी स्थायी अनामत रक्कम भरली असली तरी प्रत्येक निविदेत नमूद केलेली इसारा अनामत रक्कम पूर्णपणे भरणे अनिवार्य करण्यात आले होते.

पुरवठादाराकडून स्थायी अनामत रक्कम स्विकारून निविदा अनामत रक्कम भरण्यातून सूट देण्याची पध्दत पुन्हा सुरु करण्यात येत आहे. स्थायी अनामत रक्कम व त्यानुसार निविदा भरण्याच्या मर्यादा परिपत्रक क्र.सीए/एफआरसी/३० दि.०१.११.२००८ मध्ये निश्चित केल्याप्रमाणेच म्हणजेच खाली नमूद केल्यानुसार राहतील.

| प्रवर्ग | निविदा मर्यादा रक्कम (रुपये लाखात) | प्रवर्गानुसार स्थायी अनामत रक्कम (रुपये लाखात) |
|---------|---------------------------------------|---|
| 'अ' | मयदिशिवाय | ७.५ |
| 'ब' | ३०० | ५.० |
| 'क' | २०० | ३.० |
| 'ड' | १०० | १.५ |

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जन-रिप

- 2 -

तसेच यापुढे,

१) जे पुरवठादार महापालिकेच्या वेगवेगळ्या विभागांना विविध वस्तुंचा नियमितपणे पुरवठा करीत आहेत त्यांनी महापालिकेत पुरवठादार म्हणून नोंदणी करणे अनिवार्य आहे.

२) मुंबई महापालिकेत निविदा भरतांना जे पुरवठादार नोंदणीकृत नाहीत त्यांना निविदा इसारा रक्कम धनाकर्ष (Demand Draft/Pay Order) द्वारे देखील भरता येऊ शकेल. त्याचबरोबर महानगरपालिकेच्या स्वीकृत बँकेच्या यादीवर असलेल्या बँकेच्या (मुंबई परिक्षेत्रातील शाखेद्वारे) काढण्यात आलेल्या विहित नमुन्यातील बँक हमीपत्राच्याद्वारे देखील भरण्याची सुविधा मान्य करण्यात आली आहे. ज्या पुरवठादारांना निविदा इसारा अनामत रक्कम बँक हमीपत्राद्वारे (Bank Guarantee) भरण्याची इच्छा आहे, त्यांनी सादर केलेल्या बँक हमीपत्राची विधीग्राह्यता (Validity) सहा महिन्यांपर्यंत असावी तसेच निविदा/कंत्राट रकमेच्या २% रकमेचे बँक हमीपत्र महानगरपालिका आयुक्तांच्या नावे काढलेले असावे. त्यामध्ये कामाचे नाव, खात्याचे नाव, निविदा क्रमांक व निविदा इसारा रक्कम इत्यादी गोष्टी ठळकपणे नमूद केलेल्या असाव्यात. पुरवठादाराने असे बँक हमीपत्र सादर केल्यानंतर संबंधित खाते/विभागाने त्याची खातरजमा सादर हमीपत्र जारी करणाऱ्या बँकेकडे करणे आवश्यक आहे.

सादर बदल परिपत्रक जारी केल्याच्या दिनांकापासून अंमलात येतील.

यापुढे पुरवठादारांच्या नोंदणीचे कामकाज मध्यवर्ती खरेदी प्राधिकरणाकडून करण्यात येईल.

सर्व खातेप्रमुख आणि सहाय्यक आयुक्त यांनी उपरोक्त निदेशांची नोंद घ्यावी व मसुदा निविदेत आवश्यक त्या सुधारणा कराव्यात व वरील निदेशांची काटेकोरपणे अंमलबजावणी करावी.

सही/-०६.०३.२०१३ सही/-०७.०३.२०१३ सही/-०७.०३.२०१३ सही/-०७.०३.२०१३
प्रमुख लेखापाल (वित्त) अतिरिक्त आयुक्त (प.उ.) अतिरिक्त आयुक्त (प्रकल्प) महानगरपालिका आयुक्त

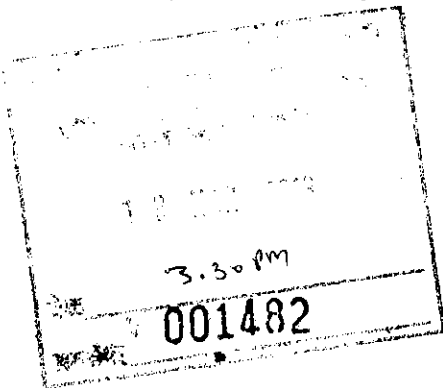
परिपत्रक

२०१२-१३

क्र. सीए/एफआरसी/५५ दि.०८.०३.२०१३.

प्रत C.A.C.P.A. यांना (जादा प्रतीसह) माहितीसाठी आणि

आवश्यक त्या कार्यवाहीसाठी अग्रेषित.



उप प्रमुख लेखापाल (व्यय)

३/३

प्रा.प. (मरवरा) परिपत्रक धारिणी मजग ३२०१
- श्री. कोरे/चरील/राज्य
१०/०३/२०१३
१२/३/१३

Annexure- 5

**MUNICIPAL CORPORATION OF GREATER MUMBAI
CENTRAL PURCHASE DEPARTMENT
(MEDICINE TENDER SECTION)**

**Circular
2012-14**

Circular No. Dy Dean/ / CPD dt.

**Sub :- Tender sample testing / verification for various
medicines, medical devices etc.**

Various medicines & medical devices are procured through the Central Purchase Department for consumption in various Municipal Hospitals, Dispensaries, Maternity Homes etc., through e-tendering (public advertisement) process. During this procurement verification of the sample /testing of sample is done at two stages.

1. At the initial stage of submitting the tender document along with tender.
2. At the time of receiving the actual supply at respective hospitals.

As per present practice, at the time of tender submission stage, prospective bidders are required to submit the sample of the material along with pre-tested report of the samples from FDA approved laboratories. The samples submitted along with the bids are subsequently got verified / tested by concerned hospitals / institutions.

However, of late, it is observed that:-

1. The system of verification of the tender samples gives rise to various complaints from some of the bidders, on failure of their samples, with the representations and allegations of favouritism, by the labs in case of some of the bidders.
2. Due to e-tendering, the bidders uploading their bids from outside Mumbai, but their sample, if not reached physically in C.P.D. office before due date and time, become non-responsive as per tender condition.
3. Adequate number of samples are to be collected from all the tenderers participating in the tender, duly labeled which are to be preserved till the end of

contract period, resulting thereby occupying much office space and demands manpower to maintain the inventory/record.

4. From the stage of collecting the samples from the tenders to the stage deciding L-1, the procedure takes long time which gives time for complaints/allegations from tenderers.
5. During the prebid meeting, various medicines tenderers have requested to discontinue the present cumbersome / lengthy practice of sample verification.

Therefore:-

1. To avoid duplication of sample testing at tenderers level and at the supply level,
2. To avoid complaints from tenderers,
3. To increase the competition,
4. To make the tendering process more and more transparent, smooth & simple and,
5. To minimize the delay in finalization of tenders,

The present practice of sample acceptance / verification will be discontinued and following method shall be adopted for sample acceptance / verification

For Drug items which are covered under schedule FII standard of Drugs & Cosmetics Act / official ' Pharmacopoeial standard '(Formulations) like IP/BP/ BPC/ NF/USP/NFI etc. are not required to submit the tender samples as there is sufficient control of concern FDA / Drug Control Authority and documents like Drug mfg. Lic. / Import Lic., No conviction cft., Performance cft., WHO-GMP cft. etc. are checked / verified during tender process. However, for these items manufacturer has to give / upload undertaking (Annex 'E' format) on his letterhead stating that the product is exactly as per schedule specification and complies with standards of schedule FII of Drugs & Cosmetics Act and pharmacopoeial standards.

Regarding other items which are not covered under Schedule FII, Drugs & Cosmetic Act, Tenderer has to upload latest pretested sample test reports as per tender condition in technical document envelope (packet B) to decide responsiveness and the lowest tenderer has to submit tender samples within 7 days after opening commercial packet & Verification of sample of lowest bidder (L1) will be carried out by concerned experts. (In case of division of allotment, (90%-10%) sample verification of both L1 & L2 will be carried out.) If sample of L1 is failed, He will be treated as non-responsive. Further, testing/verification of random samples at the time of supply of successful bidder will be carried out by supply receiving authorities before it is put in use.

If supply not found as per schedule specification then the action as per tender terms & conditions and circular No. KEM/70/TDR dt.11.12.90 "Regarding substandard / Inferior supply of schedule items to the Municipal Hospitals " will be initiated against the Tenderer / Manufacturer. (Copy of the circular at Page C-1).

- sd -

Dy. Dean (CPD)

- sd -

C.A. (CPD)

- sd -

Director (ME & MH)

- sd -

DMC (CPD)

AMC (W.S.)

M.C.

ANNEX 'E'**Undertaking from manufacturer on his letterhead****Schedule No. & due date :-****Name of Tenderer:-****Name of Manufacturer:-****Manufacturing place & Lic. No.:-**

Items quoted in above mentioned Schedule are manufactured under our own Mfg. Lic. .

Items quoted are included and complies with official Pharmacopoeial standards/schedule FII standards as per Drugs & Cosmetics Act.

Items quoted are exactly as per the schedule specification mentioned in schedule copy.

Encl.- List of the quoted products (Formulations) with Pharmacopoeial standards/schedule FII of Drugs & Cosmetics Act.

Signature of Manufacturing Authority with seal

Annexure - 5

जन-०० - ३००० (२)

MUNICIPAL CORPORATION OF GREATER MUMBAI

CIRCULAR

2011-2012

No.CA/CPD/FI/177 Dtd. 22.11.2011

Sub: Submission of Test Report of the samples while procuring various materials- modification in the condition of blacklisting at tender sample testing stage.

Various materials are procured through Central Purchase Department for consumption in various Municipal Departments by inviting tenders through public advertisement. During this procurement, the sample testing process is done at two stages.

1. Tender sample testing of tenderers, who are found to be responsive in the scrutiny of A Packet documents.
2. At the time of receiving the actual supply of material.

As per one of the tender conditions, prospective bidders are required to submit the samples of the materials alongwith pre-tested report of the sample from Govt./Govt. approved Laboratories at the submission of tender. These samples are subsequently got tested by MCGM from the laboratories and if the samples pass the prescribed test then the Packet B (Commercial/Price Bid) of such bidders are opened and accordingly further process of finalizing the tender is carried out. It is provided in the tender condition that, if the samples submitted by the bidder are found not as per specification/requirements, the Security Deposit of such bidder is to be forfeited and the bidders/supplier are to be blacklisted at the initial stage of submission of tender (i.e. at the stage of tender sample testing.)

In view of the above tender condition recently, in some of the tenders floated by Central Purchase Department, the samples of in all eight such bidders are found not as per municipal specifications & requirements and hence action of blacklisting all of these bidders was initiated against them by the CPD, wherein it was observed that, by blacklisting such a large number of tenderers at this initial stage, will make the competition restrictive for further bids and hence Hon'ble Municipal Commissioner vide no. MGC/A/271 Dtd.04.11.2011 has passed orders to suitably modify the existing tender condition of blacklisting the tenderers.

So far safeguards in testing the tender samples, are concerned, new procedure is recently introduced, wherein

1. All the tender samples so received, the same are codified/decodified through the separate and independent agency/Officer other than the CPD floating the tender and
2. These codified samples are sent for testing through the Govt./Govt. approved Labs, selected by Addl. Mun. Commissioner and
3. The results of the Labs so received are kept in confidential under de-codification system.

Accordingly, in partial modification of the earlier instructions contained in Circular Nos (1)CA/FBM/42 Dtd.01.03.2008 and (2)CA/CPD/FI/123 Dtd.19.09.2011, the new conditions of blacklisting for the defaults at supply side testing have been introduced as under-

| PRESENT CONDITION IN THE TENDER | PROPOSED CONDITION | REASONS |
|--|---|--|
| <p>1. Testing of tender sample- The tenderer must submit the sample alongwith pre-tested report. Unless the test report of the samples sent to Laboratories by MCGM is found satisfactory, the further process of awarding contract shall not be undertaken and the security deposit of the defaulting tenderers shall be forfeited and if the default committed by the tenderer is of first time, the firm shall be blacklisted for a period of three years and if the default is of second time or more than that, the firm shall be permanently blacklisted.</p> | <p>Testing of Tender Sample The tenderer must submit the sample alongwith pre-tested report. Unless the test report of the samples sent to Laboratories by MCGM is found satisfactory, the further process of opening of commercial Bid and awarding contracts shall not be undertaken. If the test reports sent to Govt./Govt. approved Laboratories are not found in consonance with the MCGM specification and requirements the firm shall be treated as non responsive.</p> | <p>Considering the present practice of sample testing as followed in CPD, it is observed that, there appears to be not a single case wherein the sample of L1 tenderer is sent to approved Lab and the process of awarding contract/issuing purchase order is done subject to the satisfactory result of the test report of his sample sent for testing and hence the condition of blacklisting at this stage of tender sample testing is deleted henceforth and suitably introduced at the supply testing side.</p> |

| | | |
|--|---|---|
| <p>2. TESTING OF SUPPLY SAMPLE 10 (e): If the test report of the supply sample is not found in consonance with the pre-tested sample submitted alongwith the tender, the supply shall be rejected. The tenderer is liable for penalty upto 20% of the total purchase cost.</p> | <p>TESTING OF SUPPLY SAMPLE: If the test report of the supply sample is not found in consonance with the pre-tested sample submitted alongwith the tender, the supply shall be rejected and i) If the default committed by the tenderers/supplier is of first time he is liable for penalty upto 20% of the total purchase cost and ii) If the default committed is of second time, the firm shall be blacklisted for a period of three years and iii) If the default committed is of third time or more than that, the firm shall be permanently blacklisted.</p> | <p>Of late, it is observed that, it is not proper to blacklist the tenderer/ bidder at entry level, if his tender sample found not in consonance with MCGM's specifications and requirements and hence after L1 is decided and he commits default at the time of giving supply of materials he is to be first penalized and thereafter blacklisted in repeat cases. Accordingly, the suitable condition is proposed to be introduced.</p> |
| <p>3. 10 (a) Sample from supply lot will be drawn jointly by the representatives of CPD, user Dept. and representative of supplier for testing it through Govt./Govt. approved Lab.</p> | <p>10 (a) Sample from supply lot will be drawn on random basis, jointly by the representative of CPD, user Dept. and the representative of supplier for testing through Govt./Govt. approved Lab. Probability of sample testing <u>should be</u> (I) Three times during the one year contract period and (II) Six times during the two years contract period. No payment should be made to the contractor unless the samples from the supplied lot are found as per MCGM's specifications and requirements.</p> | <p>It will be appropriate to select supply sample on random basis to get it tested from Govt./Govt. approved Lab. and hence suitable modification is proposed in existing condition.</p> |

All the Heads of the Departments and Asst. Commissioners are hereby directed to note the amended guidelines and take necessary steps to incorporate the modified/new tender condition in respect of sample testing in the tenders for procurements of materials. This circular will come into immediate effect.

Sd/-
 15/11/2011
 Chief Accountant (CPD)

Sd/-
 15/11/2011
 Dy. Municipal Commissioner (CPD)

Sd/-
 15/11/2011
 Addl. Municipal Commissioner (W.S.)

Sd/-
 19/11/2011
 Municipal Commissioner

CIRCULAR
 2011-2012
 No.CA/CPD/FV/177 Dtd. 22.11.2011

Copy to Ch. E. C. P. A. with _____ more for information and necessary action please.

बुध-सुन्दर महाशय्यर पालिका
 प्रमुख कार्यालय (अ.म.मा.)
 पाके कार्यालय
 दि. 20 नव 2011
 6359

ACCPD
 Give copies to all
 Accounts Officer (CPD)
 22/11/2011
 H.C. G.P.D.
 22/11/11

A E P T 3

ANNEXURE – 6
TECHNOLOGY ADVISORY COMMITTEE : WATER TECHNOLOGIES

| Sr. No. | Name, Designation & Organization | Academics & Specialization |
|----------|---|---|
| A | COMMITTEE MEMBERS | |
| 1. | Prof. Mohan Director, NTTRI, Chennai & Professor Emeritus, IIT Madras smohan@nitttrc.ac.in | PhD (IISc) Water Treatment Technologies & Quality Control, Chairperson |
| 2. | Dr.Arunabha Majumdar, Ex-Director All India Institute of Hygiene & Public Health, Kolkata arunabhamajumdar@hotmail.com 0983030305218 | PhD Advisor to Gol on Water Supply & Public Healty Engineering, Co-Chairman |
| B | Water Treatment Technologies | |
| 3. | Prof. A.K. Gupta HoD, Civil Engineering IIT Kharagpur agupta@civil.iitkgp.ernet.in | PhD (IIT,Bombay) Water Treatment Technologies, Member |
| 4. | Dr. S. Sundrammorthy Chief Engineer (Retd.) Chennai Metropolitan Water Supply & Sewerage Board | PhD (IIT Chennai) Advisor to Gol on Water/Wastewater Technologies Member. |
| 5. | Prof. R.C.Vaishya Professor MNNIT, Allahabad rcvaishya@yahoo.com | PhD (IIT,B) Water Treatment Technologies, Quality Monitoring Member |
| 6. | Shri T.R.Rane A-404, Milan Cop. Hsg.Society Veera Desai Road, Andheri (W), Mumbai-400058 Email: trane44@rediffmail.com Cell: 9869066222 | Retd Dy.Hydraulic Engineer MCGM Water Treatment Technologies Quality Monitoring Member |
| 7. | Prof. MS Mohan Kumar Professor, Civil Engineering IISc, Bengaluru msmk@civil.iisc.ernet.in | PhD (IISc) Water Distribution Technologies Distribution Modelling, Member |
| 8. | Prof. Rajesh Gupta Deptt. Of Civil Engg/ VNIT, Nagpur Drrajeshgupta123@hotmail.com | PhD Water Distribution & Conveyance Technologies, Member |
| 9. | Prof. V. Srinivas Chary Professor & Dean Administrative Staff College of India schary@asci.org.in | Fellow(Pennsylvania) Urban Governance 24 x 7 Water Supply Member |

| | | |
|-----------|--|---|
| 10. | Prof. Niranjn Swarup Executive Director, Indian Society for Trenchless Technology New Delhi niranjanswarup@hotmail.com | Mtech (REC, Rourkela) Water Pipeline Rehabilitation /Tranchesless Technologies, Member of several Taskforces & Working Groups, Member. |
| 11. | Sri Sanjoy Mukherjee Deputy General Manager Engineers India Limited sanjoy@eil.co.in | IIT (Delhi) Design of Water Distribution Systems Member. |
| 12. | Prof. V. Jothiprakash Associate Professor Indian Institute of Technology Bombay vprakash@iitb.ac.in | PhD (IIT Madras) Water Conveyance / Distribution Technologies, Rain Water Harvesting Structures, Member |
| 13. | Mr. Anand Jalakam Director Jalakam Solutions Bengaluru anandkjalakm@gmail.com 09972001819 | MTech (Kolkota) International Experience of over 28 years in Optimization of distribution networks Previously with Water & Sanitation Program, World Bank, Member. |
| C. | GIS Applications in Water Management | |
| 14. | Prof. (Mrs.) T Venkatachalam Professor & HoD Centre of Studies in Resource Engineering IIT Bombay | PhD(IIT, Bombay) GIS Applications in Water Resource Management |
| 15. | Dr. Vandan Sharma Deputy Director General National Informatics Centre New Delhi Sharma.vandana@nic.in | Head, GIS & Remote Sensing Division of NIC Member, National GIS Vision Framework |
| 16. | Dr. Shirish S Gedam Associate Professor Centre of Studies in Resource Engineering IIT Bombay shirish@iitb.ac.in | PhD(IIT, Bombay) GIS Applications in Water Resource Management |
| 17. | Dr. V Raghavaswamy Group Director National Remote Sensing Centre (NRSC) Hyderabad Raghavaswam_v@nrsc.gov.in | PhD Remote Sensing Applications in urban areas Key Member, RAY National Technical Committee |
| D | Water Quality Monitoring | |
| 18. | Prof. Indu Mehrotra Professor Civil Engineering, IIT Roorkee indumfce@iitr.ernet.in | PhD (Water Chemistry) Water Quality |
| 19. | Dr. Pawan K Labhasetwar Principal Scientist & Head, Water Technology & Management Division, NEERI pk labhasetwar@neeri.res.in | PhD Water Quality Assessment Water Safety Plan Preparation |

| | | |
|----------|--|--|
| 20. | Prof. RC Vaishya Professor MNNIT, Allahabad rcvaishya@mnnit.ac.in | PhD (IITB) Water Quality Control & Treatment |
| 21. | Dr. Rakesh Kumar Chief Scientist, NEERI, Mumbai | PhD (IIT) Air & Water Quality Modelling |
| 22. | Dr. Valli Manickam Associate Professor Administrative Staff College of India vallim@asci.org.in | PhD Water Quality Protocol for large water utilities |
| E | Asset Management | |
| 23. | Dr. SR Shukla Former Advisor, CPHEEO, GoI 09871828822 | Member, Preparation of GoI Manuals on WS/UGD/SWM |
| 24. | Sri MN Thippeswamy Chief Engineer (Retd.) Bengaluru Water Supply & Sewerage Board | MTech (Env.Engg.) Over three decades of experience in O&M of large public utility |
| 25. | Sri MVV Kumar Chief Executive Officer CEIL, Navi Mumbai Mp.jain@ceil.co.in | MTech (IIT) Specialist in Asset Management & Industrial Engineering |
| F | Rainwater Harvesting Technologies | |
| 26. | Prof. TI Eldho Professor, Civil Engineer, IITB eldho@civil.iitb.ac.in | PhD (IITB) Rainwater Harvesting Technology & Structures |
| 27. | Mrs Shantha Sheela Nair, IAS (Retd.) Vice Chairperson, TN Planning Commission 09952009111 | Implementation of Rainwater Harvesting in Chennai – won several accolades for effort in mandating adoption of RWH |
| 28. | Dr AR Shivakumar Senior Fellow, IISc Bengaluru 09845212314 | Rainwater Harvesting Co-ordinator at Karnataka State Council for Science & Technology, IISc Over three decades of experience |
| 29. | Dr.Sekhar Raghavan, Director Rain Centre, D 15, Kalakshetra Colony, Besant Nagar, Chennai Tel. 044- 24918415 sekar1479@yahoo.co.in | PhD Key contributor to adoption of rainwater harvesting in Chennai Sobriquet: Rainman |
| 30. | Representative Centre for Science & Environment, New Delhi Chandra Bhushan Chandra@cseindia.org | CSE is a national resource centre for rainwater harvesting (Dr.Sunita Narain May be requested to nominate one senior representative) |
| 31. | Prof. Jothiprakash (IITB) Associate Professor Indian Institute of Technology Bombay vprakash@iitb.ac.in | Also in this Sub-Committee |

| G | Metering & Leak Detection Technologies | |
|-----|---|--|
| 32. | Prof. Ashok Deshpande Deputy Director (Retd.) NEERI & Visiting Fellow, Univ. of California B ashokwd@yahoo.com | PhD (Nagpur) Fellow (Univ. of California Berkeley) Fuzzy Logic Leakage Detection, etc. |
| 33. | Dr. S Sundaramoorthy Retd. Chief Engineer Chennai Metropolitan Water Supply Board | Also in this Sub Committee |
| 34. | Mr R Sukumaran Retired Superintending Engineer BWSSB Bengaluru 09844116844 | Mechanical Engineer Two decades of experience in leak detection technologies in Bengaluru Water Utility |
| 35. | Prof. Shankar Narasimhan Professor Chemical Engineering, IIT Madras naras@iitm.ac.in | Fellow (Northwestern University) Leak Detection in Pipeline Networks Fault Diagnosis |
| 36. | Mr. N Selvapandiyam Senior Engineer Certification Engineers International Ltd. (Subsidiary of EIL), Navi Mumbai Ph. 022 -6795 8709 | M.Tech (IIT) Water Treatment & Distribution Technologies. |
| 37. | Prof. Siddharth P Dutttagupta Associate Professor Electrical Engineering IIT Bombay sdgupta@ee.iitb.ac.in | PhD (Rochester) Leak Detection in Water Pipelines. |
| 38. | Shri T.R. Rane A-404, Milan Cop. Hsg.Society Veera Desai Road, Andheri (W) Mumbai 400058 Email trrane44@rediffmail.com Cell 9869066222 | Retd. Dy.Hydraulic Engineer MCGM Metering & Leak Detection Technologies Member |

ANNEXURE – 6A

WASTEWATER TREATMENT TECHNOLOGY ADVISORY COMMITTEE – MCGM.

| Sr. No. | Name, Designation & Organization | Academics & Specialization |
|---------|---|--|
| 1. | DR SR Wate Director, NEERI Dimeeri.ngp@sanchamet.in | PhD (Nagpur) Water / Waste Water Treatment Technology & SWM Technology Chairperson |
| 2. | Prof. V. A Mhaisalkar Professor, Civil Engineering, VNIT, Nagpur vasantmhaisalkar@yahoo.com | PhD (Env.Engg.) Water & Wastewater Treatment Member |
| 3. | Er Vinayak U Koundanya General Manager, WAPCOS 09971889957 | M.Tech (IIT, Delhi) Over Three decades of experience in Water / Wastewater Treatment Technologies |
| 4. | Prof. Sanjeev Chaudhari Professor Centre for Env. Science & Engg., IIT Bombay sanjeev@iitb.ac.in | PhD (IIT Kanpur) Biological nutrient removal from wastewater Application of natural coagulants for wastewater treatment, Member |
| 5. | Prof. Akhilendu Gupta Professor, Civil Engineering MNIT, Jaipur akhilendra.gupta@yahoo.com | PhD (IITB) Wastewater Treatment Technologies Member |
| 6. | Dr. Tapas Nandy Chief Scientist Wastewater Technologies, NEERI | PhD (Env.Engg.) Wastewater Treatment Technologies Patents in Wastewater Treatment Technologies Member |
| 7. | Prof. MM Ghangrekar Professor IIT, Kharagpur ghangrekar@civil.iitkgp.ernet.in | PhD (IITB) Wastewater Technologies |
| 8. | Dr. Rakesh Kumar Chief Scientist NEERI, Mumbai r.kumar@neeri.res.in | PhD(IITB) Member |
| 9. | Prof Ligy Philip Professor Dept. of Civil Engineering, IIT Madras ligy@iitm.ac.in | PhD (IIT) Domestic & Industrial Wastewater Treatment Technologies, Member |
| 10. | Prof. Arvind Nema Associate Professor IIT, Delhi aknema@civil.iitd.ac.in | PhD (IITB) Wastewater Technologies |
| 11. | Dr. M Dhinadhyan / nominee Deputy Advisor, CPHEEO drmdeendayal@gmail.com | PhD Prep. of Gol Manual on Wastewater Treatment Member |
| 12. | Joint Secretary UD Department, GoM | Member |
| 13. | Dy.M.C. (Engineering) | Co-ordinator |
| 14. | Addl. M.C. (Project) | Member Convener |

ANNEXURE – 6B

TECHNOLOGY ADVISORY COMMITTEE – QC & CONSTRUCTION TECHNOLOGIES.

Technological innovation in building construction and testing technology has gained considerable ground. MCGM proposes to form a Committee of experts to guide its processes and technology in the areas of Building Construction Technology & Quality Testing/Control.

The Committee will also advise senior administrators on:

- emerging construction technologies
- quality control & assurance protocol & management
- measures to improve quality control through the QC Laboratory (Worli)
- deepening adoption of ECBC (Energy Conservation Building Code),
- measures to improve energy conscious construction & maintenance of buildings by builders/architects/civic body
- promotion of IT Technologies in Construction Management.

The Committee will meet once in three months at the instance of the Addl. Municipal Commissioner/M.C.

The proposed Committee Members are:

| Sr. No. | Name & Designation | Academics & Specialization |
|---------|--|---|
| 1. | Dr. SK Bhattacharya Director Central Building Research Institute, Roorkee (CSIR Initiative) director@cbrimail.com | PhD (IIT) Structural Health Monitoring Chairperson |
| 2. | Pro. DN Singh Professor Department of Civil Engineering Indian Institute of Technology Bombay dns@civil.iitb.ac.in | PhD (IIT Kanpur) Geotechnical Engineering Geo-mechanics Member |
| 3. | Shri Sanjay Pant Director (Civil) Bureau of Indian Standards (BIS), New Delhi 09818251925 | Expert on Codes for various types of buildings Member |
| 4. | Chief Engineer (MHADA) | Member |
| 5. | Director (ES&P) | Co-ordinator |
| 6. | DMC (Vigilance) | Member |
| 7. | Joint Secretary, UD Department, GoM | Member |
| 8. | Addl. Municipal Commissioner (W.S.) | Member Convener |

Committee Members will receive a modest honorarium for participation in Committee Meetings. MCGM will arrange accommodation / travel (airfare) for outstation Members. All members will be provided local travel arrangements for travel to the Head Office and for field visits.

Sd/-
A.M.C. (W.S.)

ANNEXURE – 6C

TECHNOLOGY ADVISORY COMMITTEE – INFORMATION & COMMUNICATION TECHNOLOGIES.

Challenges presented by growing urban population & resulting complexities are making Local Governments increasingly embrace technology. Technology has become an active tool and platform of citizen-municipal corporation engagement, helping ensure good governance and bridging the gap between citizens and municipal bodies. Citizens for instance benefit by getting easy access to information without having to spend time, energy and money to get it through an efficient e-Government. MCGM is a national pioneer in introduction of egovmance services to citizens and recognises that the ultimate goal of an IT savvy civic government is to be able to offer a generous portfolio of public services to citizens in an efficient and cost effective manner. In this vein, the Corporation recognizes that technology alone cannot be an enabler; there is a need for process re-engineering and simplification as well.

MCGM proposes to improve its processes and technology so as to be able to adopt second generation reforms in IT such as 'connected and whole government'. MCGM also proposes to strengthen its IT Department, host an exemplar local government portal, and interalia seeks to deepen its ICT initiatives for overall social-economic development. MCGM also recognizes the need to improve outreach and two-way communication with citizens through ICT in areas including water demand management, improving hygiene awareness, grievance redress, healthcare, education etc.

MCGM proposes to form a Technology Advisory Committee (IT) to advise on technology in the areas of information technology. The advisory shall straddle both extant and proposed process and technology options in IT at the Cororation. The Committee will meet once in three months at the instance of the Addl. Municipal Commissioner/M.C. The proposed Committee Members are:

| Sr. No. | Name & Designation | Academics & Specialization |
|---------|--|---|
| 1. | Prof D.B.Pathak Professor Computer, Science Engineering, IIT Bombay dbp@it.iitb.ac.in | PhD (IIT Bombay) Data base management systems Software Engineering, System performance evaluation Distributed client server information systems |
| 2. | Pro. Krithi Ramamritham Professor Computer Science Engineering, IIT Bombay krithi@iitb.ac.in | PhD (Utah): Doctor of Science (Australia) Use of Information & Communication Technologies for creating tools aimed at socio-economic development. |

| | | |
|----|---|--|
| 3. | Professor Ashok Jhujhunwala Professor IIT Madras, Chennai ashok@tenet.res.in | PhD (Maine) Member : P.M.'s scientific Advisory Committee It & ICT Applications |
| 4. | Dr. R.K.Sridhar Iyer Associate Professor Computer Science Engineering IIT Bombay sri@iitb.ac.in | PhD (IIT Bombay) ICT Tools for Education. |
| 5. | DR Bhaskaran Raman Associate Professor Computer Science Engineering IIT Bombay br@cse.iitb.ac.in | PhD Computer Networks, Wireless Systems Communication System Design for Developing Regions. |
| 6. | Director (IT) | Co-ordinator |
| 7. | Addl.Municipal Commissioner (ES) | Member Convener |

Committee Members will be receive a modest honorarium for participation in Committee Meetings. MCGM will arrange accommodation / travel (airfare) for outstation Members. All members will be provided local travel arrangements for travel to the Head Office and for field visits.

Sd/-
A.M.C. (E.S.)

ANNEXURE – 6D

TECHNOLOGY ADVISORY COMMITTEE – MECHANICAL & ENERGY TECHNOLOGIES

Rational: Deriving energy co-benefits whilst on a planned development growth path is a major challenge confronting city governments today. As service levels are low, cities such as Mumbai are actively engaged on improving service levels but this service delivery improvement will entail higher marginal costs of provision and exponentially higher energy consumption. Costs associated with energy consumption are high so as to consume 5- 7 percent of Urban Local Body budgets in million plus cities; in the near future and with continuum of the status quo technology paradigm, energy consumption is expected to grow manifold. Take for instance the water sector in Mumbai: the city is increasingly dependent on freshwater access from distant sources, thus necessitating higher marginal costs of producing and energy consumption.

MCGM recognizes the need to utilize energy efficient technology in all its installations including offices, healthcare institutions, and inter alia in installations for treatment of water, sewerage and solid waste management. MCGM also realizes its decision making capacity on conduct of energy audits require enhancement. The corporation aims to build capacity in decision-making ability on sustainable mechanical and energy technology and in this connection proposes to benefit from advisory services of an eminent "Technology Advisory Committee on Mechanical/Energy Technologies". The Committee will:

- engrain energy and mechanical equipment management in senior management at the Corporation,
- Advise senior administration at MCGM on improving processes and technology from the standpoint of energy conservation technology in current and planned installations,
- Advise MCGM on measures that will decouple energy dependency in its workings from economic growth/human development,
- Offer technology neutral advise on sustainable mechanical and energy technology. and
- Advise on energy audit conduct and planning.

The Committee will meet once in three months at the instance of the Addl. Municipal Commissioner/M.C.

The proposed Committee Members are:

| Sr. No. | Name & Designation | Academics & Specialization |
|---------|---|--|
| 1. | Prof. Rangan Banerjee, Dean (R&D) Indian Institute of Technology, Bombay, Powai, Mumbai dean.md@iitb.ac.in | PhD (IIT Bombay) Forbes Marshall Chair Professor Member, Working Group on New & Renewable Energy for the Twelfth Five Year Plan (2012-17), Energy Management, Energy Planning & Policy. Chairperson. |
| 2. | Prof. Ajit Kolar Heat Transfer & Thermal Power Lab. Department of Mechanical Engineering, IIT, Madras, Chennai kolar@iitm.ac.in | Post Doctorate (Univ. of Chicago) New Energy Technologies Thermal Science & Energy Member |
| 3. | Professor M.V.Rane Dept. of Mechanical Engineering Indian Institute of Technology Bombay ranemv@iitb.ac.in | PhD (IIT Delhi) Energy Management; Energy Conservation & Alternate Energy Resources Member |
| 4. | Mr. Girish Sethi Director, Energy Management & Audit TERI, New Delhi girishs@teri.res.in | MTech (IIT Delhi) Over two decades of experience in energy studies and audit. |
| 5. | Representative Bureau of Energy Efficiency (Municipal DSM Cell) | A. Sengupta Member asengupta@bee.net.in |
| 6. | Prof. Santanu Bandyopadhyay Dept. of Energy Science & Engineering Indian Institute of Technology Bombay santanub@iitb.ac.in | PhD (IIT Bombay) Energy Conservation Modeling & Simulation of Energy Systems Member |
| 7. | Representative National Productivity Council skchakraborty@npcindia.gov.in | Member |
| 8. | Senior Engineer Energy Efficiency Cell Surat Municipal Corporation 09724331795 | Recipient of several National Awards for Municipal Energy Efficiency Member |
| 9. | Mr. MVK Kumar Chief Executive Officer Certification Engineers International Ltd. (CEIL) Navi Mumbai mvkkumar@ceil.co.in | M.Tech Nearly three decades of field experience in mechanical engineering technologies Member |
| 10. | Joint Secretary/nominee UD Department | Member |
| 11. | Dy. Municipal Commissioner (Engineering) | Member |
| 12. | Addl. Municipal Commissioner | Member Convener |

Committee Members will be receive a modest honorarium for participation in Committee Meetings. MCGM will arrange accommodation / travel (airfare) for outstation Members. All members will be provided local travel arrangements for travel to the Head Office and for field visits.

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

ANNEXURE – 6E

Mumbai Fire Services Advisory Committee

Fire Fighting is an important direct service rendered by the civic body, MCGM (Municipal Corporation of Greater Mumbai), which administers local services in the largest city in the country, Mumbai. Comprising nearly 2,700 staff, Mumbai's Fire Brigade is inarguably the largest city fire fighting service in the country. Recognizing the need to improve its service delivery capacity in fire fighting, MCGM constitutes the "Mumbai Fire Services Advisory Committee". Consisting of an eminent panel of experts in active and passive fire fighting services, the Committee will periodically offer expert advisory services to MCGM.

The Terms of Reference of the Committee are:

- Review policies and procedures of the Fire Fighting Department and recommend actionable measures to attain international service level benchmarks in fire prevention, preparedness, response, and recovery;
- Specifically review and advise MCGM on:
 - addressing shortcomings in infrastructure and human resources for attainment of benchmarks;
 - improving operational command and control structure to combat fire and improve response;
 - emerging technologies in fire fighting and prevention;
 - asset management of existing fire mitigation infrastructure;
 - measures to improve adherence to building codes;
 - measures to attain convergence between the Fire Department and stakeholders;
 - development of Citizens' Charter for the Department; service delivery innovation and good practice; and
 - capacity building activities for fire prevention, preparedness, mitigation, and response.
- Advise MCGM on matters referred to the committee by the Municipal Commissioner.

The Mumbai Fire Services Advisory Committee comprises the following members:

| | Member | Qualification and Expertise |
|-----------|---|--|
| 1 | Sri GB Menon, Former Advisor, Fire Services, Ministry of Home Affairs, GoI 09447080547 (Kochi) menonfireadvr@yahoo.co.in | Life Fellow, Institution of Fire Engineers (UK) and Former President, NAFO; Authority on Building Codes for Fire Prevention and Urban Fire Management Chairperson |
| A. | Fire Service Delivery Technologies | |
| 2 | Sri SK Dheri Director DLF Services skdheri@hotmail.com | Former Director, Delhi Fire Service and Member, National Taskforce on Fire Services (National Disaster Management Authority) <i>Member</i> |
| 3 | Sri DP Biswas, Officer on Special Duty, West Bengal Fire Service biswasdp@gmail.com | MI Fire Engineering (UK) Served as Director, West Bengal Fire Service (now serving as OSD) <i>Member</i> |

| | Member | Qualification and Expertise |
|---|--|--|
| 4 | Dr GC Mishra, Deputy Director, Delhi Fire Services gplmisra@yahoo.com | PhD (Fire Service Management) & Master of FE (UK) Active member in national/ international technical bodies <i>Member</i> |
| 5 | Sri MV Deshmukh, Director, Maharashtra State Fire and Emergency Services director@mahafireservice.gov.in | President, National Association of Fire Officers <i>Member</i> |
| B. Building Technologies and Standards/Codes | | |
| 6 | Dr Pravinray Gandhi Head, Corporate Research Underwriter Laboratories pravinray.d.gandhi@ul.com | PhD (Notre Dame) International expert on fire mitigation strategies, fire safety standards, testing, and material ignition properties <i>Member</i> |
| 7 | Dr Suvir Singh Senior Scientist and Head Fire Engineering Department, Central Building Research Institute, Roorkee suvir_singh@yahoo.com | PhD (IIT) National expert in Passive Fire Safety and Building Codes for Fire Safety in Buildings; vast experience in research on fire resistant building materials <i>Member</i> |
| 8 | Sri TRA Krishnan Independent Consultant trakuma@gmail.com | Fire Safety Audit Expert and Member. National BIS on Fire Safety Codes; International expertise in Fire Safety Audit and Standards <i>Member</i> |
| C. Fire Service Capacity Building | | |
| 9 | Dr D Ravindra Prasad, Advisor, Urban Governance, Administrative Staff College of India profprasad@gmail.com | PhD (Public Administration) Key member in National Committees on Fire Services and Disaster Management and Capacity Building Expert <i>Member</i> |
| 10 | Director, National Fire Service College, Nagpur shamim101999@gmail.com | <i>Member</i> |
| D. Local Stakeholders | | |
| 11 | Safety Officer, MCGM | <i>Member</i> |

| | Member | Qualification and Expertise |
|----|--|------------------------------------|
| 12 | Port Fire and Safety Officer, Mumbai Port Trust | <i>Member</i> |
| 13 | Chief Fire Officer, BARC | <i>Member</i> |
| 14 | Chief Fire Officer, MCGM | <i>Member</i> |
| 15 | Dy. Mun.Comm and (Disaster Mgmt. Plan)MCGM | <i>Member</i> |
| 16 | Dy.Mun.Comm(C.P.A.),in charge of Dept of C.F.O. dmc.cpa@mcgm.gov.in | <i>Co-Ordinator</i> |
| 17 | Additional Municipal Commissioner(WSubs), MCGM amcwsmcgm@gmail.com | <i>Member Convener</i> |

Committee Members will receive a modest honorarium for participation in Committee Meetings. MCGM will arrange accommodation/travel (airfare) for outstation Members. All members will be provided local travel arrangements for travel to the Head Office and for field visits/inspections.

ANNEXURE – 6F
HEALTH CARE

The list of members in the Committee is presented below:

| | Expert | Qualification and Discipline(s) |
|----|--|---|
| 1 | Prof. K. Srinath Reddy President, PHFI | Padma Bhushan Interests: Universal Healthcare Chairperson |
| | Healthcare Delivery | |
| 2 | Prof. CAK Yesudian Director School of Health System Studies Tata Institute of Social Science, Mumbai | Fellow (Harvard) Health System Management Urban Health; Three decades in research Member |
| | Communicable Diseases | |
| 3 | Prof CS Pandav, Head, Dept. of Community Medicine, AIIMS | Member, National Health Taskforce Member |
| 4 | Dr. Somya Swaminathan Director, National Institute of Tuberculosis Research (ICMR), Chennai | National Expert on Tuberculosis Member |
| | Hospital Management | |
| 5 | Dr Hamil Khorakiwala Founder, Wockhardt Group of Hospitals Mumbai | MBA (Harvard) Over four decades of Hospital Management Expertise Member |
| | Diabetes Management & well being | |
| 6 | Prof. Shahank Joshi President, Research Society for Study of Diabetes in India, Mumbai Consultant Endocrinologist, Lilavati 09820186302 | MD, DM, FACE, FRCP National Wellnes Expert Member |
| | GoM / MCGM Members | |
| 7 | Director, (Medical Education & Major Hospitals) / Dean (KEM), Ch.M.S. (Per. Hosp.), Ex.H.O. MCGM | Co-ordinators |
| 8 | Joint Secretary, Health Department, Govt. of Maharashtra | Member |
| 17 | Additional Municipal Commissioner(WSubs), MCGM amcwsmcgm@gmail.com | Convener Member |

Committee Members will receive a modest honorarium for participation in Committee Meetings. Meetings will be conducted after seeking consent of convenience of the Chair. MCGM will arrange accommodation/travel (airfare) for outstation Members. All members will be provided local travel arrangements for travel to the Head Office and for field visits/inspections.

Sd/-

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

Annexure- 7

PROPOSED AFFIDAVIT FOR BEST PRICE

Annexure - 7

Tender No. _____
(To be uploaded in Folder 'A')To,
The Municipal Commissioner,
For the Municipal Corporation to Greater Mumbai

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

"I/We do hereby further undertake that, we have offered the best prices for the subject supply work as per the present market rates. **Further, we do hereby undertakes and commits that we have 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 and within M.C.G.M. 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, if it is revealed subsequently after the allotment of work/ contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconveniences caused to the Corporation, in any manner and will not resist any claim for such compensation on any grounds whatsoever. I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation."

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

In case, if the explanation submitted by me/us is unsatisfactory then action 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.200/- stamp paper duly notarized by Notary with red seal and registration Number.)

Sd/-
18.04.2013
C.A. (F)Sd/-
17.04.2013
D.M.C. (C.P.D.)Sd/-
23.04.2013
A.M.C. (P)Sd/-
30.04.2013
Municipal Commissioner.

Annexure - 8

जंत-५०५-२५००(३)

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१२-१३

क्र. प्रले/एफआरडी-एक/५७ दिनांक १३.०३.२०१३

विषय : प्रकल्प कामे पार पाडत असतांना वापरल्या जाणाऱ्या BOQ मध्ये नसलेल्या अतिरिक्त/जादा बाबी (extra items) आणि BOQ मधील बाबींचे अतिरिक्त परिमाण (excess items) या बाबींतील निर्णय घेताना अनुमालन करावयाचे नियम.

बृहन्मुंबई महानगरपालिकेमध्ये कंत्राटदारांना प्रकल्प कामांच्या BOQ मध्ये नसलेल्या अतिरिक्त बाबी (extra items) तसेच BOQ मधील बाबींचे ज्यादा परिमाण (excess items) मंजूर करताना अतिउदार धोरण स्वीकारले जाते, परिणामी महापालिकेकडून मागविण्यात येणाऱ्या निविदा भरतेवेळी देकारदार अत्यंत कमी दर उद्धृत करण्यास धर्जावतात असे अलिकडच्या काळात निदर्शनास आले आहे. केवळ "अपवाद" म्हणून अनिवार्य असेल अशा प्रकरणातच अतिरिक्त बाबी/बाबींचे अतिरिक्त परिमाण मंजूर करण्याऐवजी "नियमानुसारची बाब (matter of rule)" म्हणून अशा बाबींना मंजूरी देण्यात येत असल्याने लबाड कंत्राटदारांना अवाजवीरित्या कमी दर उद्धृत करण्यास प्रोत्साहन मिळते, परिणामी ते इतर प्रामाणिक कंत्राटदारांपेक्षा वरचढ ठरतात. अतएव, अवाजवी अतिरिक्त/जादा बाबींच्या दाव्यांना पायबंद घालण्याच्या दृष्टिने कामे चालू असताना अतिरिक्त/जादा बाबींना मंजूरी देण्यासंदर्भात उचित निर्णय घेण्याकरिता सुस्पष्ट नियमावली (Decision Rules) तयार करण्याची गरज प्रकर्षाने जाणवू लागली आहे.

त्यानुसार नवीन कामांसंदर्भात खालीलप्रमाणे 'निर्णय नियम' (Decision Rules) तयार करण्यात आलेले आहेत :

१. प्रस्तावित कामाचे अंदाज व आराखडे संबंधित अभियंत्याने कामाच्या जागेची परिपूर्ण प्रत्यक्ष पहाणी करून तयार करणे अनिवार्य आहे. असे अंदाज तयार करणाऱ्या अभियंत्याचे पूर्ण नांव व कर्मचारी संकेतांकसह त्या आशयाचे प्रमाणपत्र संबंधित कामाचे आराखडे/अंदाजपत्रक आणि BOQ सोबत जोडणे बंधनकारक राहिल.
२. काम सुरु झाल्यावर कामाच्या मूळ तंत्रविज्ञानात/पध्दतीत बदल करावे लागू नयेत. याकरिता सब सॉइल टेस्टिंग, योग्य ठिकाणी ट्रायल-पीटस् घेणे इ. तसेच त्या त्या कामासंबंधी आवश्यक त्या मूलभूत चांचण्या करण्यात याव्यात.
३. काम चालू असताना कामाच्या जागेच्या स्थितीनुसार जर काही अवाजवी अतिरिक्त/जादा बाबींचा वापर करणे भाग पडले तर सदर कामाचे आराखडे/अंदाज तयार करणाऱ्या संबंधित अभियंत्याला

जन ५०५

- 2 -

कर्तव्यातील कसूरी बदल व्यक्तिशः जबाबदार धरण्यात येईल आणि त्याच्या विरुद्ध वेतनवाढ रोखणे इ. कडक दंडात्मक कारवाई करण्यात येईल.

४. BOQ मध्ये समाविष्ट असलेल्या कोणत्याही बाबीच्या परिमाणात १०% पेक्षा जास्त बचत होत असल्याचे आढळून आल्यास अशा प्रकारे बनविण्यात आलेले अंदाजपत्रक 'अतिरिक्त/फुगवून दाखविलेले अंदाजपत्रक' म्हणून समजण्यात येईल व ज्या अभियंत्याने/सल्लागाराने कामाची BOQ तयार केली असेल त्या संबंधित अभियंत्याला/सल्लागाराला व्यक्तिशः जबाबदार धरून त्याच्याविरुद्ध योग्य ती कारवाई करण्यात येईल.
५. काम चालू असताना BOQ मधील कोणत्याही बाबींमध्ये बदल करण्यास मान्यता देण्यात येणार नाही आणि अगदीच अनिवार्य असल्यास अशा अतिरिक्त बाबींवर नेमका किती खर्च होणार आहे याच्या तपशीलासह व अशा अतिरिक्त बाबींच्या समर्थनार्थ तपशीलावर समाधानकारक कारणे नमूद करून संबंधित अतिरिक्त आयुक्त यांची पूर्वमान्यता घेणे बंधनकारक राहिल.
६. कामांच्या ठिकाणाची स्थिती, प्रतिकूल बाबी इ.मुळे जर कामाच्या पध्दतीमध्ये काही बदल करणे गरजेचे झाले तर त्यासंदर्भातील निर्णय फक्त अतिरिक्त महापालिका आयुक्त यांच्या स्तरावरच घेतला जाणे आवश्यक आहे. तसेच अशा सुधारित तंत्र/कार्यपध्दतीची अंमलबजावणी करण्यापूर्वी अशी सुधारित कार्यपध्दती त्रयस्थ-पक्ष तज्ञांकडून (Third Party Experts) तपासून घेणे आवश्यक राहिल. त्याच बरोबर असे करण्यामुळे अतिरिक्त आर्थिक भार येणार असेल ते स्पष्टपणे नमूद करणे आवश्यक आहे.
७. विद्यमान स्थापत्य कामे कंत्राटाच्या सर्वसाधारण अटीतील अट क्र.७३(ब)(एक)(दोन) आणि (तीन) या अटी खाली दर्शविल्याप्रमाणे सुधारित करण्यात आलेल्या असून त्यांचे अत्यंत काटेकोरपणे अनुपालन करण्यात यावे.

अट क्रमांक ७३ -

- (अ) कामाच्या BOQ मधील बाबींकरिताचे परिमाण, मूळ परिमाणाच्या १५०% पेक्षा कोणत्याही मर्यादितपर्यंत वाढले तरी अशा वाढीव परिमाणासाठीचे अधिदान फक्त निविदा दरानेच (tender rate) करण्यात येईल आणि त्याकरिता 'सुधारित रास्त बाजारभाव सूची' (FM Schedule) लागू केली जाणार नाही.
- (बी) मूळ BOQ मध्ये समाविष्ट नसलेल्या जादा (extra) बाबींकरिता देखील निविदा मागविताना लागू असलेली रास्त बाजारभाव सूची लागू केली जाईल व अशा बाबींचे अधिदान करताना कंत्राटदाराने उध्दत केलेली उणे टक्केवारी/सूट (rebate) विचारात घेऊनच अशा बाबींचे अधिदान केले जाईल. मात्र, ज्या प्रकरणात कंत्राटदाराने कार्यालयीन अंदाजावर अधिक टक्केवारी/(Premium) उध्दत केली असेल अशा प्रकरणात या बाबींकरिता 'समतुल्य' दराने 'at par' अधिदान करण्यात येईल.
- (सी) Fair items स्वैरपणे अनुज्ञेय केले जाणार नाहीत.

जन्-५०५

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- (डी) Fair items वापरणे आवश्यकच असेल तर अशा Fair items चे अधिदान करताना कंत्राटदाराने देऊ केलेली सुट (rebate) विचारात घेऊनच अधिदान करण्यात येईल. मात्र, जर कंत्राटदाराने अधिमुल्य (premium) उद्धृत केले असेल तर सदर बाबींकरिताचे अधिदान 'at par' दराने केले जाईल.
- (ई) कोणत्याही एसओआर (SOR) बाबी म्हणजेच इतरत्र निर्माण केलेल्या बाबी वापरल्याचे निदर्शनास आले तर अशा बाबींचे अधिदान वर नमूद केलेल्या धर्तीवरच करण्यात येईल.
८. उपभोक्ता खात्याने किंवा अन्य कोणी सूचविल्यानुसार कामाच्या मूळ व्याप्तीमध्ये अंतर्भूत नसलेली कोणतीही कामे चालू कंत्राटांमधील बचतीमधून हाती घेण्यात येऊ नयेत. अगदीच अत्यावश्यक असतील तरी देखील अशी अतिरिक्त कामे संबंधित अतिरिक्त आयुक्त/अतिरिक्त आयुक्त (प्रकल्प)/महापालिका आयुक्त यांच्या विशिष्ट पूर्व मंजूरीशिवाय हाती घेता येणार नाहीत.
९. अतिरिक्त/जादा (extra/excess) बाबींकरिता कंत्राट रकमेच्या १५% इतकी कमाल मर्यादा विहित करण्यात येत आहे. अशा अतिरिक्त/जादा बाबींचे प्रस्ताव मंजूर करण्याकरिता खालील प्राधिकारी हे सक्षम प्राधिकारी असतील :-
- (अ) कंत्राट रकमेच्या ५% पर्यंत संबंधित उपायुक्त/संचालक (अ.से. व प्र.)
- (ब) कंत्राट रकमेच्या ५% पेक्षा जास्त व १५% पेक्षा कमी संबंधित अतिरिक्त आयुक्त
- (क) कंत्राट रकमेच्या १५% पेक्षा जास्त महापालिका आयुक्त यांच्या अध्यक्षतेखाली सर्व अतिरिक्त आयुक्त, संचालक(अ.से. व प्र.)/संबंधित उपायुक्त/प्रमुख लेखापाल (वित्त)/प्रमुख लेखापाल (पा.पु.म.नि.) आणि संबंधित खात्याचे प्रमुख यांचा समावेश असलेली समिती.

सर्व सहाय्यक आयुक्त/खाते प्रमुख/उपायुक्त/संचालक (अ.से. व प्र.)/अतिरिक्त आयुक्त तसेच लेखा अधिकारी यांनी उपरोक्त "निर्णय नियमांची (Decision Rules)" नोंद घ्यावी आणि त्यांची काटेकोरपणे अंमलबजावणी करावी.

सदर 'निर्णय नियम' तातडीने अंमलात येतील.

21/3/13
प्रमुख लेखापाल (वित्त)

अतिरिक्त आयुक्त (शहर)

अतिरिक्त आयुक्त (पु.उ.)

अतिरिक्त आयुक्त (प्रकल्प)

अतिरिक्त आयुक्त (प्रकल्प)

महापालिका आयुक्त

ANNEXURE - 9

जन-५०४-२५१०९२
बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१२-१३

क्र.प्रले/एफसीई/५६ दिनांक ११.०३.२०१३

विषय : महापालिकेच्या विविध खात्यांमार्फत मागविण्यात येणाऱ्या ई-दरपत्रिका/ई-निविदा दस्तऐवजांच्या किंमतीचे दर.

महापालिकेच्या प्रशासकीय कारभारात कार्यक्षमता वाढावी व अधिकाधिक पारदर्शकता यावी व महापालिका सेवा सुलभतेने व अधिक जलद गतीने उपलब्ध व्हाव्यात या दृष्टीने सॅप कार्यप्रणाली अंतर्गत ऑनलाईन ई-दरपत्रिका/ई-निविदा सुविधा सन २०११-१२ या आर्थिक वर्षापासून सुरु करण्यात आली आहे. त्यानुसार महापालिकेच्या ज्या खात्यामार्फत ई-दरपत्रिका/ई-निविदा मागविण्याचे ठरविसे आहे त्या खात्याने, ई-दरपत्रिका/ई-निविदा प्रक्रियेमध्ये भाग घेणाऱ्या इच्छुक संस्था/ ठेकेदार/निविदाकार यांच्या सुलभतेसाठी ई-दरपत्रिका/ई-निविदा सूचना आणि पुस्तिका/दस्तऐवज महापालिकेच्या कार्यालयीन पोर्टलवर पाहण्यासाठी विना शुल्क उपलब्ध करून देणे आवश्यक आहे. तसेच ई-दरपत्रिका/ई-निविदा प्रक्रियेमध्ये प्रत्यक्ष भाग घेणाऱ्या संस्था/निविदाकारांनी ई-दरपत्रिका/ई-निविदा पुस्तिका/दस्तऐवज सॅप कार्यप्रणालीमधून डाऊनलोड करून निविदा प्रक्रियेमध्ये भाग घेण्यासाठी त्यांची किंमत सॅप कार्यप्रणालीद्वारे महापालिकेस भरणे आवश्यक आहे.

या संदर्भात असे निदर्शनास आले आहे की, ई-दरपत्रिका/ई-निविदा दस्तऐवज/पुस्तिका यांची किंमत (e-quotation/e-tender price) प्रत्येक खात्याने आपआपल्या मर्जीनुसार ठरविल्यामुळे तसेच अशा दस्तऐवजांची किंमत कधी मूल्यवर्धित कर (VAT) यासह तर कधी वगळून अशी नमूद करण्यात आल्यामुळे महापालिकेच्या ई-निविदा पुस्तिका/दस्तऐवज यांच्या किंमतीमध्ये विषमता दिसून येते. सदर विषमता दूर करून सुसूत्रता आणण्याच्या दृष्टीने या बाबत खालील सूचना देण्यात येत आहेत :-

| तपशील | कार्यालयीन अंदाज | किंमत |
|---|-------------------------------|---|
| स्वारस्याची अभिव्यक्ती प्रस्ताव/ मालाचा पुरवठा/ सल्लागार सेवांसह स्थापत्य कामे आणि सेवा इत्यादी | रु.५ लाखांपर्यंत | रु.५००/- अधिक मूल्यवर्धित कर |
| विषयक ई-दरपत्रिका / ई-निविदा पुस्तिका/ दस्तऐवज | रु.५ लाख ते रु.२० लाखांपर्यंत | रु.१०००/- अधिक मूल्यवर्धित कर |
| | रु.२० लाखांपेक्षा अधिक | कार्यालयीन अंदाजांच्या ०.१% अधिक मूल्यवर्धित कर (कमीत कमी रु.२,०००/- अधिक मूल्यवर्धित कर आणि जास्तीत जास्त रु.१०,०००/- अधिक मूल्यवर्धित कर तसेच अशी येणारी रक्कम पुढील शंभराच्यापटीत परिवर्तीत करणे यासापेक्ष). |

अन. ५०४.

- 2 -

तसेच असेही निदर्शनास आले आहे की काही कामांच्या ई-निविदांमध्ये ई-निविदा पुस्तिका/दस्तऐवजांच्या किंमतीस छाननी शुल्क (Scrutiny Fee) असे संबोधले जाते. तरी सर्व ई-निविदांमध्ये समानता राखण्याच्या दृष्टीने 'ई-दरपत्रिका/ई-निविदा पुस्तिका/दस्तऐवजाची किंमत' (e-quotation/e-tender price) असाच शब्दप्रयोग करण्यात यावा.

सर्व खाते प्रमुख/सहाय्यक आयुक्त/रुग्णालय प्रमुख यांनी त्यांच्या अखत्यारितील सर्व कर्मचारीवृंदांना उपरोक्त सूचनांचे काटेकोरपणे पालन करण्याचे निर्देश द्यावेत.

सही/-०४.०३.२०१३

(राम धस)

प्रमुख लेखापाल (वित्त)

सही/- ०५.०३.२०१३

(राजीव जलोटा)

अतिरिक्त आयुक्त (प्रकल्प)

सही/- ०५.०३.२०१३

(सीताराम कुंटे)

महापालिका आयुक्त

परिपत्रक

२०१२-१३

क्र.प्रले/एफसीई/५६ दिनांक ११.०३.२०१३

प्रत ..Ch. E. C. C. P. A. / (जादा प्रतीसह) यांना

माहितीकरिता व पुढील आवश्यक त्या कार्यवाहीकरिता अग्रेषित.

प्रमुख लेखापाल (वित्त) यांजकरिता

| | |
|----------------------------|------------------------------------|
| शुद्धनुमाई महानगर पालिका | |
| प्रमुख अभियंता (म. ख. मा.) | |
| अधिक कार्यालय | |
| दिनांक | 22 MAR 2013 |
| क्रमांक. | 8856- |
| विभाग | |
| पेज | १०, ११, १२, १३, १४, १५, १६, १७, १८ |

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मध्यवर्ती खरेदी खाते

Annexure - 10

जन-५१८-२५०० (नेत्र)

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१२-१३

क्र.सीए/एफआरजी/६१ दिनांक १९.०३.२०१३

विषय : कंत्राट करार करण्यासाठी वसूल करावयाचे विधी आकार (legal charges) व लेखनसाहित्य आकार (stationery charges).

संदर्भ : १. विधी अधिकारी यांचे परिपत्रक क्र.४ दिनांक २४.०५.२०१२

२. परिपत्रक क्र.प्रले/एफआरजी/६२ दिनांक २९.०३.२०१२

विधी अधिकारी यांच्या कार्यालयाने प्रसूत केलेल्या संदर्भाधीन परिपत्रकानुसार विविध प्रकारचे दस्तऐवज तयार करण्याकरिता वसूल करावयाचे सुधारित विधी आकार निश्चित करण्यात आले आहेत. या आकारांमध्ये अनु.क्र.८ वर कंत्राट करार करण्यासाठी आकारावयाच्या विधी आकारांचा समावेश आहे. तसेच परिपत्रक क्र.प्रले/एफआरजी/६२ दिनांक २९.०३.२०१२ अन्वये निविदासंदर्भात लेखी करार करताना आकारण्यात येणाऱ्या लेखनसाहित्य आकारात सुसूत्रता राखण्याच्या दृष्टीने सुधारित लेखनसाहित्य आकार निश्चित करण्यात आले आहेत.

कंत्राट करार करण्यासाठी आकारावयाचे विधी आकार व लेखनसाहित्य आकार यांचे पुनर्विलोकन करण्यात आले असून अशा प्रकारे कंत्राट करार करण्यासाठी स्वतंत्र विधी व लेखनसाहित्य आकार न आकारता हे दोन्ही आकार एकत्रितरित्या वसूल करण्याचा निर्णय घेण्यात आला असून कंत्राट रकमेचे विविध टप्पेदेखील कमी करण्यात आले आहेत. अशा प्रकारे कंत्राट करार करण्यासाठी आकारण्यात यावयाचे कंत्राट रक्कमनिहाय सुधारित एकत्रित विधी व लेखनसाहित्य आकार खालीलप्रमाणे निश्चित करण्यात आले आहेत :-

| कंत्राट करार करण्यासाठी आकारावयाच्या विधी आकारासाठी कंत्राट कराराची रक्कम. | विद्यमान विधी/ लेखनसाहित्य आकार | कंत्राट करार करण्यासाठी एकत्रितरित्या आकारावयाच्या विधी व लेखनसाहित्य आकारासाठी कंत्राट कराराची रक्कम. | एकत्रितरित्या आकारावयाचे सुधारित विधी व लेखासाहित्य आकार |
|---|---------------------------------|--|--|
| रु.१०,०००/- पर्यंत | | | |
| रु.१०,००१/- ते रु.५०,०००/- | रु.२,३१०/- | | |
| रु.५०,००१/- ते रु.१,००,०००/- | रु.३,६३०/- | | |
| रु.१,००,००१/- ते रु.३,००,०००/- | रु.६,०५०/- | | |
| रु.३,००,००१/- ते रु.५,००,०००/- | रु.७,२६०/- | | |
| रु.५,००,००१/- ते रु.१०,००,०००/- | रु.८,४७०/- | | |
| रु.१०,००,००१/- ते रु.२०,००,०००/- | रु.९,६८०/- | | |
| रु.२०,००,००१/- ते रु.४०,००,०००/- | रु.१०,८९०/- | | |
| रु.४०,००,००१/- ते रु.१,००,००,०००/- | रु.१२,१००/- | | |
| रु.१,००,००,००१/- ते रु.१०,००,००,०००/- | रु.१४,३००/- | रु.३,००,०००/- पर्यंत | निरंक |
| रु.१०,००,००,००१/- ते रु.२०,००,००,०००/- | रु.१६,५००/- | | |
| रु.२०,००,००,००१/- ते रु.३०,००,००,०००/- | रु.१८,७००/- | रु.३,००,००१/- ते रु.२०,००,०००/- पर्यंत | रु.५००/- |
| रु.३०,००,००,००१/- ते रु.४०,००,००,०००/- | रु.२०,९००/- | | |
| रु.४०,००,००,००१/- ते रु.५०,००,००,०००/- | रु.२३,१००/- | | |
| रु.५०,००,००,००१/- ते रु.१००,००,००,०००/- | रु.२७,५००/- | रु.२०,००,००१/- ते रु.१,००,००,०००/- पर्यंत | रु.२,०००/- |
| रु.१००,००,००,००१/- ते रु.२००,००,००,०००/- | रु.३४,९००/- | | |
| रु.२००,००,००,००१/- ते रु.३००,००,००,०००/- | रु.३८,५००/- | | |
| रु.३००,००,००,००१/- ते रु.४००,००,००,०००/- | रु.४४,०००/- | रु.१,००,००,००१/- पासून कोणत्याही मर्यादेपर्यंत | रु.५,०००/- (कमाल मर्यादा) |
| रु.४००,००,००,००१/- ते रु.५००,००,००,०००/- | रु.४९,५००/- | | |
| रु.५००,००,००,००१/- पासून कोणत्याही मर्यादेपर्यंत | रु.५५,०००/- | | |
| कंत्राट करार करण्यासाठी आकारावयाच्या लेखनसाहित्य आकारासाठी कंत्राट कराराची रक्कम. | | | |
| रु.१०,००,०००/- पर्यंत | रु.१,१००/- | | |
| रु.१०,००,००१/- ते रु.५०,००,०००/- | रु.१,६५०/- | | |
| रु.५०,००,००१/- ते रु.१,००,००,०००/- | रु.२,२००/- | | |
| रु.१,००,००,००१/- ते रु.३,००,००,०००/- | रु.३,३००/- | | |
| रु.३,००,००,००१/- ते रु.५,००,००,०००/- | रु.५,५००/- | | |
| रु.५,००,००,०००/- पेक्षा अधिक | रु.६,६००/- | | |

जम. ५९८

-३-

वरीलप्रमाणे कंत्राट करार करण्यासाठी एकत्रितरित्या आकारण्यात यावयाचे रकाना क्रमांक ४ मध्ये दर्शविलेले सुधारित विधी व लेखनसाहित्य आकार दिनांक ०१.०४.२०१३ पासून ते ३१.०३.२०१४ पर्यंत लागू राहतील. विधी अधिकारी यांच्या संदर्भाधीन परिपत्रकातील उर्वरित बाबींसाठीचे निश्चित केलेले विद्यमान विधी आकार दिनांक ३१.०३.२०१३ पर्यंत लागू राहतील. अशा प्रकारे एकत्रितरित्या आकारावयाच्या विधी व लेखनसाहित्य आकारांकरिता खालील स्वतंत्र लेखा संकेतांक निर्माण करण्यात आला आहे :-

लेखा संकेतांक क्र.१४०८०५३००

अशा प्रकारे वसूल करण्यात यावयाचे विधी व लेखनसाहित्य आकार उपरोक्त लेखा संकेतांकाखाली जमा करण्यात यावेत.

तरी सर्व खाते प्रमुख/सहाय्यक आयुक्त/रुग्णालय प्रमुख यांनी आपल्या अखत्यारितील संबंधित कर्मचारीवृंदांना उपरोक्त सूचनेची काटेकोरपणे अंमलबजावणी करण्याचे निर्देश द्यावेत.

सही/- १४.०३.२०१३
प्रमुख लेखापाल (वित्त)

सही/- १८.०३.२०१३
अतिरिक्त आयुक्त (प्रकल्प)

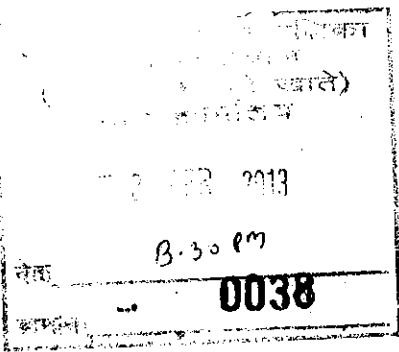
परिपत्रक

२०११-१२

क्र.सीए/एफआरजी/६१ दिनांक १९.०३.२०१३

प्रत C.A.C.P.A. याना

जादा प्रतीसद) माहितीसाठी आणि आवश्यक त्या कार्यवाहीसाठी अग्रेषित.



प्रमुख लेखापाल (वित्त) यांजकरिता

मे. २०१३

देकर श्री नारदे

(१) ३ प्रती माले

१] १ प्रत अतिरिक्त

२] १ प्रत श्री नारदे

दुक प्रत प्रम. माले

३] रवाना करणे

२१/५/१३

Annexure - 1.1

| Sr. No. | Total Estimated Cost (Rs. In Lakh) | Solvency Certificate Value |
|----------------|---|---------------------------------------|
| 1. | Above 300 | RS. 30 Lakh |
| 2. | Above 100 to 300 | RS. 20 Lakh |
| 3. | Above 50 to 100 | RS. 15 Lakh |
| 4. | Above 25 to 50 | RS. 10 Lakh |
| 5. | Above 10 to 25 | RS. 5 Lakh |
| 6. | Above 5 to 10 | RS. 2 Lakh |
| 7. | Above 5 | RS. 1 Lakh |

Gen-162-2500 (1)
BRIHANN

AHANAGARPALIKA

CIRCULAR
2012-13

No.CA/FRD/I/29 dated 04.10.2012

Sub : e-tender conditions regarding tender submission
and payment of EMD -
Amendments in relevant conditions.

The Municipal Construction Contractor's Association had submitted representation on the various issues and accordingly the Hon'ble M.C. has convened a meeting with the Municipal Contractors on 26.09.2012 to discuss the various issues and certain decisions were taken.

One of the issues raised by the Association was that of shifting the time of submission of tender till 4.00 p.m. considering the traffic problems, banking hours etc. The Hon'ble M.C. acceded to this request.

As per the present e-tender conditions, the EMD is asked to be paid at any of the CFC centres in MCGM Ward Offices during cash hours and the tenderers are asked to upload the scanned copy of the receipt in Packet 'A'. This tender condition is also now proposed to be amended. The existing e-tender conditions vis-a-vis the amended e-tender conditions are as under :-

| Existing | Amended |
|---|--|
| (a) Submission of tenders e-tenders should be submitted upto 1.00 p.m. on by e-tender process. | (a) Submission of tenders e-tenders should be submitted upto 4.00 p.m. on by e-tender process. |
| (b) Payment of EMD EMD shall be paid at any of the CFC centres in MCGM Ward Offices during cash hours. The scanned copy of the receipt shall be uploaded in packet 'A' | (b) Payment of EMD The tenderers shall pay the EMD through Demand Draft (DD) and shall upload the scanned copy of the DD in Packet 'A' instead of paying the EMD at any of the CFC centres in MCGM Ward Offices. The tenderer shall submit such DD physically in Packet 'A' on the date of submission of tender. If such DD is not submitted physically in Packet 'A', the tender shall be treated as non-responsive and shall not be opened. |

All D.M.Cs/Assistant Commissioners/Head of the Departments/Deans/Heads of Medical Institutions and Accounts Officers shall note the above amendments in relevant e-tender conditions and incorporate these amended e-tender conditions in the draft tenders to be invited from the date of issue of this circular.

sd/- 27.09.2012
Chief Accountant (Finance)

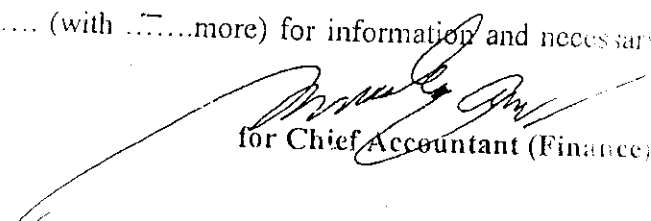
sd/- 30.09.2012
Addl.Munl.Comm.(Projects)

CIRCULAR
2012-13

No.CA/FRD/I/29 dated 04.10.2012

Copy forwarded to C.H.E. (withmore) for information and necessary action, please.

C.P.J.


for Chief Accountant (Finance)

Annexure - 13

जान-336-240002

बृहन्मुंबई महानगरपालिका

परिपत्रक

२०१२-१३

क्र.प्रले(वित्त)/एफआरडी/एक/४४, दिनांक ०४.०१.२०१३

विषय : कर्मचारी भविष्य निर्वाह निधी आणि संकीर्ण तरतुदी अधिनियम,
१९५२ बाबत.

संदर्भ : परिपत्रक क्र.प्रकाअ/८०/२०११-१२ दिनांक ०३.०२.२०१२.

प्रमुख कामगार अधिकारी यांनी निर्गमित केलेल्या संदर्भाधिन परिपत्रकाद्वारे असे निदेश देण्यात आले आहेत की भारत सरकारच्या कामगार आणि रोजगार मंत्रालय, नवी दिल्ली यांनी क्र.एस.ओ.३(इ) दिनांक ०८.०१.२०११ अन्वये अध्यादेश प्रसारित करून भारतीय संविधानाच्या कलम २४३ क्यू(१)(ब)(क) अंतर्गत स्थापित सर्व महानगरपालिका/नगरपालिकांना/संस्थांना कर्मचारी भविष्य निर्वाह निधी आणि संकीर्ण तरतुदी अधिनियम १९५२ (EPF & MP Act 1952) नुसार दिनांक ०८.०१.२०११ पासून अनुसूची मध्ये समाविष्ट करण्यात आलेले आहे. यास्तव महानगरपालिकेमध्ये कंत्राटदारांमार्फत नियुक्त करण्यात येणाऱ्या कंत्राटी कामगारांनासुद्धा कर्मचारी भविष्य निर्वाह निधी आणि संकीर्ण तरतुदी अधिनियम (EPF & MP Act 1952) लागू होत आहेत. त्यामुळे यापुढे कंत्राटदार नियुक्त करताना मागविण्यात येणाऱ्या निविदापत्रिकेमध्ये कंत्राटदाराकडे भविष्य निर्वाह निधी आणि संकीर्ण तरतुदी अधिनियम १९५२ कायद्यांतर्गत नोंदणी प्रमाणपत्र असणे आवश्यक आहे अशी मुख्य अट समाविष्ट करणे गरजेचे आहे. तथापि, २० किंवा त्याहून अधिक व्यक्त/कामगार असलेल्या आस्थापनांच्या बाबतीत या अधिनियमातील उपरोक्त तरतुदी लागू होतात.

तथापि, अलीकडे असे निदर्शनास आले आहे की विविध खात्यांतर्फे मागविण्यात येणाऱ्या निविदांमध्ये उपरोक्त अट समाविष्ट केली जाते मात्र २० किंवा त्याहून अधिक व्यक्त/कामगार असलेल्या आस्थापनांच्या बाबतीतच या कायद्यांतर्गत नोंदणी प्रमाणपत्र असणे आवश्यक आहे असे स्पष्टपणे नमूद करण्यात येत नाही. परिणामी, या अटीची पूर्तता केली नसल्याच्या कारणास्तव मोठ्या प्रमाणावर निविदा अप्रतिसादात्मक ठरविल्या जातात असे निदर्शनास आले आहे. विशेषतः यांत्रिकी व

