



MUNICIPAL CORPORATION OF GREATER MUMBAI

**CONSULTANCY SERVICES FOR FEASIBILITY STUDIES,
DETAILED ENGINEERING & CONSTRUCTION
SUPERVISION FOR PROPOSED WATER CONVEYANCE
TUNNEL FROM BALKUM (THANE) TO MULUND**

AUGUST 2019

**MUNICIPAL COMMISSIONER,
MUNICIPAL CORPORATION OF GREATER MUMBAI,
MUNICIPAL HEAD OFFICE BUILDING,
MAHAPALIKA MARG, FORT, MUMBAI – 400 001**

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ABSTRACT
MUNICIPAL CORPORATION OF GREATER MUMBAI

NATIONAL COMPETITIVE BIDDING

NAME OF WORK : **“Consultancy Services for Feasibility Studies, Detailed Engineering & Construction Supervision for proposed water conveyance tunnel from Balkum(Thane) to Mulund”**

PERIOD OF SALE OF BIDDING DOCUMENTS : From : 11.00 AM on 13.8.2019
To 3.00 PM on 19.9.2019

DATE AND TIME FOR SITE VISIT : Date : 27.8.2019, Time 11.00 AM at Balkum, Thane

DATE AND TIME FOR PRE-BID MEETING : Date : 28.8.2019, Time 2.30 PM
Venue : Office of Additional Municipal Commissioner (Projects)’s conference room, 2nd floor
Annexe Building, Municipal Corporation of Greater Mumbai Head Office,
Mahapalika Marg, Fort, Opp CSMT (VT) Station,
Mumbai – 400 001, INDIA.

LAST DATE AND TIME FOR SUBMISSION OF BIDS : Date 19.9.2019 Time 4.00 PM

DATE AND TIME FOR OPENING OF TECHNICAL BIDS : Date 20.9.2019 Time 11.30 AM

PLACE OF OPENING OF BIDS : Office of the Deputy Chief Engineer(WSP) CC
Municipal Corporation of Greater Mumbai,
Engineering Hub Building, 1st floor,
Dr E Moses Road, Worli Naka, Worli,
Mumbai--400018

OFFICER INVITING BIDS : Municipal Commissioner,
Municipal Corporation of Greater Mumbai, Mumbai

**MUNICIPAL CORPORATION OF GREATER MUMBAI
(WATER SUPPLY PROJECTS)**

INVITATION FOR PROPOSALS

1. The Municipal Commissioner for and on behalf of MUNICIPAL CORPORATION OF GREATER MUMBAI (MCGM) invites e-tenders consisting of three packets (Technical i.e packet A & B and Price Packet C) for providing of consultancy services for proposed water conveyance tunnel in Balkum (Thane) to Mulund for the following scope under National Competitive Bidding from reputed consultancy firms who meet the eligibility requirements and fulfill the qualifying criteria in bidding documents. The scope of work broadly covers:
 - i. Carrying out Feasibility Study including Topographic and Geotechnical surveys for the tunnel.
 - ii. Carrying out properties' survey along the tunnel alignment and structural audit of structures around shafts' location.
 - iii. Carrying out tree survey & structural audit at shaft locations.
 - iv. Detailed Engineering of the tunnel.
 - v. Construction Supervision of the tunnel work.
 - vi. Inspection & testing services.
 - vii. Printing of tender documents and miscellaneous works.
 - viii. Submission of feasibility report and further conversion of the same into DPR.
 - ix. Realignment of Bombay-II & Bombay-III mains including new single/double steel bridge, near existing railway crossing bridge at Kopri in Thane city, for carrying realigned water mains.
2. The consultancy firms may obtain further information from the office of the Corporation at:

Dy.Chief Engineer (Water Supply Projects)
Consultancy Cell,
First Floor, Engineering Hub Building,
Dr. E. Moses Road, Worli Naka,
Worli, Mumbai- 400 018, Maharashtra
Tel No. 022- 24958068
Fax No. 022- 24949729
Email: dychcecc@gmail.com
3. Consultancy contract period will be 78 months from the date of the commencement of service.
4. A soft copy of bidding document may be purchased online by interested bidders upon payment of a non-refundable fee of Indian 7700/- (or as prevailing) plus applicable GST. For purchasing the bidding documents, the bidders will have to get registered with MCGM for e- tendering process and obtain login credentials to participate in the online bidding process. The

details of the same are available on MCGM portal (<https://portal.mcgm.gov.in>) under e-procurement tab.

5. For registration enrolment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab. Vendors can get digital signature from any one of the Certifying Authorities (CA) licensed by controller of certifying authorities namely Safecrypt, IDRBT, National Informatics Center, TCS, CUSTOMS, MTNL, GSFC and e-Mudhra CA.
6. Blank Bidding documents shall be downloaded from MCGM's portal (<http://portal.mcgm.gov.in>) from 13.8.19 at 11.00 A.M. to 19.9.19 upto 03:00 P.M. after payment of ₹ 7,700/- (or as prevailing) plus applicable GST by e-tendering process from approved banks under section "Payment of Tender Fees". The tender documents may be downloaded by clicking the links "Folder" in "MCGM Documents", which includes the tender documents along with other relevant documents.
7. Bidders are required to pay the EMD of ₹ 11.80 lakh through online system of Municipal Corporation of Greater Mumbai, failing which, the bid shall be rejected by the Employer.
8. The e-tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packets A & B will be opened in the office of Chief Engineer (WSP) as per the timetable shown. The dates and time for uploading & opening of the e-Tenders are as under:

Sale of e-tender starts from	Last Date & Time of Sale	Last Date & Time of Tender submission	Opening of e-Packet 'A'	Opening of e-Packet 'B'
13.8..2019 from 11.00 AM	19.9.2019 Up to 3.00 PM	19.9.2019 Up to 4.00 PM	20.9.2019 at 11.30 AM	20.9.2019 at 11.35 AM

9. The Corporation will arrange a site visit to the proposed shaft locations on 27.8.19 at 11 A.M. starting from Balkum in thane city. The bidders will make their own arrangements for logistics during the site visit. Pre-bid meeting will be held in the Office of Additional Municipal Commissioner, (Projects)'s conference room, 3rd floor, Annex Building, Municipal Head Office, Mahapalika Marg, Fort, Mumbai – 400 001, Maharashtra on 28.8.19 at 2.30 P.M.
10. Only the technical packets 'A' & 'B' will be opened on MCGM's above mentioned portal in the office of the Deputy Chief Engineer (Water Supply Projects), Consultancy

Cell at address mentioned at Clause No.2 above at 11.30 A.M. on 20.9.19 in the presence of bidder's authorized representatives who choose to attend. The price packet will be opened after technical evaluation, on a date which will be intimated to bidders. In the event of specified date of opening of bids being declared as holiday for the MCGM, bids shall be opened on next working day. Bidders should note that timing of downloading/submission/opening of tender shall be considered as per MCGM web time only.

- 11.** Other details can be seen in e-tender document. The dates and time for submission and opening the e-tenders are as shown in the Header data, if there are any changes in the dates the same will be displayed on the MCGM Portal: <https://portal.mcgm.gov.in>.
- 12.** The proposal shall remain valid for the period of 180 days from the date of opening of technical packets.
- 13.** The MCGM reserves the right to cancel the e-tenders before submission/opening of e-tenders, postpone the e-tenders submission/opening dates and to accept/reject any or all e-tenders without assigning any reason thereof.
- 14.** Bids from JV / consortium shall not be accepted.
- 15.** All payments under the consultancy contract will be in Indian rupees.

Chief Engineer
(Water Supply Projects)

E-TENDERING ONLINE SUBMISSION PROCESS

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

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

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

Start Date read as "Sale Date"

End Date read as "Submission Date"

Supplier read as "Consultant/bidder"

Vendor read as "Consultant/bidder"

Vendor Quotation read as "Consultant Bid/Offer"

Purchaser read as "Department/MCGM"

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

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

II. Transfer from R3 (registered consultant with MCGM) to SRM

a. Consultant already registered with MCGM will approach to Vendor Transfer cell.

b. Submit his details such as (name, vendor code, address, registered Email ID, pan card etc.) to Vendor transfer cell.

c. MCGM authority for Vendor Transfer, transfers the Vendor to SRM application from R3 system to SRM system.

d. Transferred Vendor receives User ID creation link on his supplied mail Id.

e. Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

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

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

IV. CONSULTANT BIDDING: Applicant will Quote and Upload Tender Documents

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

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

in e-Tender Notice.

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

The e-tender is available on MCGM portal, <http://portal.mcgm.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the timetable shown in the Header Data in the office of Ch Eng.(WSP)

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

MUNICIPAL CORPORATION OF GREATER MUMBAI
INSTRUCTIONS TO CONSULTANT

Note: These “Instructions to Consultant” are provided to assist the bidders while preparing their e-tenders. They will form part of the Contract and will be taken into consideration in interpreting or construing the Contract.

A GENERAL

1. Scope of consultancy :

- 1.1 **The Municipal Commissioner of Municipal Corporation of Greater Mumbai** hereby invites, consultancy proposals for the work of Detailed Engineering and Construction Supervision for the water conveyance tunnel in Thane from Balkum to Kopri.
- 1.2. The scope of services is detailed in the Appendix-I and II enclosed to the conditions of contract.

2. Eligibility

Any other contracting or consulting firm associated with the successful consultancy firm will not be allowed to participate in any of the contract packages identified under this consultancy.

3 Clarifications for the consultant:

Every firm shall submit only one bid. The consulting firm who submits or participates in more than one offer will be disqualified.

4 Qualifications

4.1 To be qualified for award:

- a) The firm must be well established consultancy firm for the last 10 years in the field of tunneling and Steel Bridges.
- b) The firm shall have completed feasibility report/DPR for atleast one TBM driven tunnel (water/sewerage/storm water/hydropower /transportation, in last 10 years.
- c) The firm shall have completed successfully Detailed Engineering (Design, Drawing) and construction supervision upto successful commissioning stage for atleast one TBM driven tunnel (water/sewerage/storm water/hydropower /transportation) of minimum finished dia. 2.2 m and minimum length 4 kms, in last 10 years.
- d) The firm shall have achieved a turnover of ₹ 15 crore in any one year in last 5 years.
- e) The firm/s shall upload their technical offer, the relevant copies of experience certificates signed by officer not below the rank of Deputy Chief Engineer/ Executive Engineer/ General Manager.

5. Site Visit

5.1 In order to obtain first hand information /opinion on the assignment, the consultant are advised to visit the sites mentioned in Appendix-II, before submitting their proposal.

B PROPOSAL DOCUMENTS:

6.0 Clarifications and amendment to proposal documents.

6.1 The Employer will respond to any requests for clarification, which he receives up to pre-proposal meeting (Refer ITC-Clause 9.1). Copies of the Employer's response in the form of addendum will be uploaded on MCGM's portal under tenders-tender/notices tab. Verbal information and/ or clarification given by any representative of the Employer shall not be binding on the Employer.

6.2 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda. The notice of issue of such addenda will be uploaded on MCGM's portal under tenders-tender/notices tab. Any addenda thus issued shall be part of the bidding documents and shall be binding on all prospective bidders. To afford prospective bidders the reasonable time in which to take all addenda into account in preparing their bids, the Employer may, at his discretion, extend the deadline for submission of bids.

C PREPARATION OF PROPOSALS

7 Validity.

7.1 The proposal shall remain valid for a period of 180 days from the date of opening of technical proposals.

7.2 In exceptional circumstances, MCGM may request the consultant, in writing, to extend the validity of their proposals without allowing any modifications to the offer and the consultant shall extend the validity of their proposals.

8. Earnest Money Deposit

The consulting firms shall furnish as a part of their proposals, EMD of ₹ 11,80,000/- (Rupees Eleven Lakh Eighty Thousand only). The EMD shall be paid online through online system of Municipal Corporation of Greater Mumbai. Any proposal not accompanied by acceptable EMD will be rejected outright. No interest will be paid on EMD.

EMD of unsuccessful consulting firms will be returned promptly by MCGM. The EMD of successful consulting firm will be returned when the firm has signed the agreement and furnished the required contract deposit.

The consulting firms will not be allowed to modify their prices after submission and any attempt to modify the prices or withdrawal of proposal during the period of validity will attract forfeiture of EMD.

9. Pre proposal Meeting

9.1 Pre Proposal Meeting will take place at the following address at 2.30 PM. on 28.8.19 at.

Office of the Additional Municipal Commissioner (Projects)
Municipal Corporation of Greater Mumbai
2nd Floor, Extension Building,
Mahapalika Marg, CST,
Mumbai, 400001

9.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.3 The bidder is requested to submit any questions in writing or by email, to reach the MCGM before the meeting. It may not be practicable at the meeting to answer the questions received late, but questions and responses will be transmitted in accordance with ITB-Clause 9.4. Questions received on or before Pre-bid meeting only will be considered.

9.4 Minutes of the meeting, including the questions raised and the responses given together prepared after the meeting, will be uploaded on MCGM's portal. Any modification of the bidding documents, which may become necessary as a result of the pre-bid meeting shall be made by the Employer through the issue of an Addendum pursuant to ITB-Clause 6 and through the minutes of Pre-bid meeting.

10. Format and signing of proposal

10.1 The proposal shall be signed by the person authorised to commit on behalf of the firm. All pages shall be signed. The bid form shall necessarily be signed by the authorised signatories by giving all the details called for and then scanned and uploaded.

10.2 Proposal Pricing

The quoted rates shall be deemed to have included of all taxes, duties, levies and costs to be incurred by the bidders and in any case no additional claims on this account shall be considered.

11. Cost of Proposal

Regardless of the outcome of the bidding process, all costs towards preparation of proposals, site visit etc. shall be borne by consulting firms and no reimbursement towards the same will be made.

D SUBMISSION OF PROPOSALS.

12.1 Method of submission of Bids

PACKET – A

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

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

- a) Valid Registration Certificate, if available.
- b) A document in support of Registration under Maharashtra 'GST' Act 2017 GST Registration Certificate in Maharashtra (or equivalent requirement under VAT). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST Registration Certificate in Maharashtra within 3 months from issue of LoA work order, failing which payment for the work executed will not be released.
- c) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings,

Government Undertakings, no 'PAN' documents will be insisted.

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

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

NOTE:

- 1 If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- 2 If it is found that the tenderer has not submitted required documents in Packet "A" then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of three working days otherwise they will be treated as non-responsive.

PACKET – B

MCGM's bid

Bidders shall necessarily upload the scanned copy of MCGM's bid document including Addendum, if any, duly signed by authorised signatory in token of having taken due cognisance of the same.

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

- a) The consultant shall upload the certificates / documents in support of their qualification with respect to the requirements stated in of ITC clause 4 – Qualification.
- b) The list of completed works, as sought in clause 4.1 a) & b), in the format of Schedule-A. Above information furnished shall be supported by the certificates, documents.
- c) Information about details of existing commitments in Schedule-B.
- d) Information about annual financial turnover for preceding five financial years as certified by Chartered Accountant in Schedule-C. Copies of duly audited balance sheet and profit & loss account shall be furnished.
- e) Bio-Data of key personnel proposed, in schedule-D. The key personnel proposed on the job shall be available throughout the contract as and when required / mandated by the employer.
- f) Undertaking of Rs.500/- stamp paper as per the proforma annexed
'A' - Integrity Part
'B' - Declarations cum Indemnity Bond.
'C'- Irrevocable Undertaking

'D' - Undertaking

- g) The tenderers shall upload work plan as per the following outline:
- i. Detailed Methodology for each activity of the this consultancy assignment alongwith Bar Chart showing the completion of work within prescribed time period, considering major activitie.
 - ii. Organizational set up envisaged by the consultant.
 - iii. A detailed note on how the whole work will be carried out (work plan). All the activities included in the Scope of Work shall be covered in the work plan.

Note :

- i. The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to MCGM as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on ₹ 500 stamp paper.
- ii. The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if bidder has more than 20 employees/persons on his establishment, to MCGM as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on ₹ 500 stamp paper.
- iii. If it is found that the bidder has not submitted required documents in Packet "B" then, the shortfalls will be communicated through written communication and compliance thereof will be required to be made within a time period of seven working days failing which the bidder will be treated as non-responsive.

PACKET – C

The bidders will fill the rates online only in 'Item Data Tab' in Service Line Item against the respective details.

12.2 Deadline for Submission of Bids

The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB-Clause 6, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

12.3 Late Bids

Any bid received after the deadline for submission of bids specified in Invitation for bids will not be accepted.

E OPENING AND EVALUATION OF TECHNICAL PROPOSALS

13 Opening of technical proposals (Packet A & B)

13.1 The technical proposals will be opened at 11.30 A.M. on 20.9.2019.

13.2 To assist in the examination, evaluation and comparison of offers, MCGM may, at its discretion, ask for clarifications on submitted offers. The request and the response to clarifications shall be in writing and no change in price or specifications of the offer will be permitted.

133 Any effort by any prospective bidders to influence the MCGM's processing of proposals and/ or award decisions may result in rejection of the proposal of that firm.

134 Evaluation of technical proposals

MCGM will evaluate technical proposals with regard to :

- i) Submission of EMD
- ii) Qualification criteria
- iii) Proper signing and submission of proposal as per clause 10 and 12 above.

F OPENING AND EVALUATION OF PRICE PROPOSALS (Packet C)

14 The price packets of the technically responsive proposals will be opened on a date to be informed to the technically responsive bidders. MCGM shall notify the other bidders suitably that their proposals have been non-responsive.

The price proposals of the technically responsive firms will be opened in the presence of their authorized representatives who choose to attend.

14.1 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 members 'Procurement Redressal Committee' under the Chairman of retired High Court Justice Shri. Rebello has been formed. One member of Committee will be decided by Chairman and other member will be decided by the

Chairman or will be decided by concern Additional Municipal Commissioner from the expert in the particular field of subject. The name, contact, address details of the Registrar, Grievance Redressal Committee is as Follows:

Shri. Uday B. Mande, Mobile no.- 9223401774

Central purchase Department office, 566, N.M.

Joshi Marg, Byculla, Mumbai – 400 011.

Email: registrarprc@gmail.com

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 -A. The bidders / complainants can approach "Procurement Redressal Committee" for redressal of their grievances. The details of Procurement Redressal Committee is given in Annexure A.

G AWARD

15 Performance Security

Within 30 days from the receipt of notification of award from MCGM, the successful firm shall furnish a performance security amounting to 10% (Ten percent) of contract sum in the form of Bank Guarantee (with requisite stamp duty paid therefor) from any of the banks from the list enclosed herewith. Non submission of BG in lieu of Performance Security within the stipulated time shall annul the award and shall also attract forfeiture of EMD. If the performance security is not paid within 30 days from the receipt of notification of award, the accepted bid shall be considered as cancelled and the entire EMD paid by the bidder shall be forfeited permanently.

On submission of Performance Security, the successful firm will be provided with the consultancy agreement form and within 15 days from receipt of the agreement form, the successful firm shall execute the agreement and return the same to MCGM.

16 Stamp Duty, Legal Charges, Bill Forms.

The payments towards legal charges, stamp duty, supply of bill forms & Tax certificates shall be borne by the successful firm as at MCGM's prevailing rates.

17 Pan Documents and photographs

In case of Company or firm the tenderer should scan and upload following in Packet A.

- (a) PAN card of proprietor in case of proprietary/ownership firm.
- (b) PAN Card of Company in case Private Limited Co.
- (c) PAN Card of a firm in case of partnership firm.

However in case of public limited companies, semi-govt undertakings, govt. undertakings, the bidder may not submit PAN documents.

18 List of approved Banks

The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar will be accepted only if the said Bankers Guarantee is countersigned by the Manager of a Branch of the same Bank within the Mumbai City limit, categorically endorsing thereon that the said Banker's Guarantee will be binding on the endorsing Branch of the Bank within Mumbai Limits and is liable to be enforced against the said Branch of the Bank in case of default by the consultant furnishing the Banker's guarantee.

List of approved Banks:

1	State Bank of India.
2	State Bank of Bikaner & Jaipur
3	State Bank of Hyderabad
4	State Bank of Indore
5	State Bank of Mysore
6	State Bank of Patiala
7	State Bank of Saurashtra
8	State Bank of Travancore
9	Allahabad Bank.
10	Andhra Bank.
11	Bank Of Baroda.
12	Bank Of India.
13	Bank Of Maharashtra.
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14	Central Bank Of India.
15	Indian Bank.
16	Indian Overseas Bank.
17	Oriental Bank Of Commerce.
18	Punjab National Bank.
19	Punjab & Sindh Bank.
20	Syndicate Bank.
21	Union Bank Of India.
22	United Bank Of India.
23	UCO Bank.
24	Corporation Bank.

Scheduled Commercial Banks

25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	Indusind Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	Karur Vysya Bank Ltd.

40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	South Indian Bank Ltd.
44	S.B.I Corporation & Int Bank Ltd.
45	Tamilnadu Mercantile Bank Ltd.
Scheduled Urban Co-op Banks	
46	Abhyudaya Co-op Bank Ltd.
47	Bassein Catholic Co-op Bank Ltd.
48	Bharat Co-op Bank Ltd.
49	Bombay Mercantile Co-op Bank Ltd.
50	Cosmos Co-op Bank Ltd.
51	Greater Mumbai Co-op Bank Ltd.
52	Janata Sahakari Bank Ltd.
53	Mumbai District Central Co-op Bank Ltd.
54	Maharashtra State Co-op Bank Ltd.
55	New India Co-op Bank Ltd.
56	North Canara G.S.B. Co-op Bank Ltd.
57	Rupee Co-op Bank Ltd.
58	Sangli Urban Co-op Bank Ltd.
59	Saraswat Co-op Bank Ltd.
60	Shamrao Vithal Co-op Bank Ltd.
61	Mahanagar Co-op Bank Ltd.
62	Citizen Bank Ltd.
63	Yes Bank Ltd.
Foreign Banks	
64	ABM AMRO (N.Y.) Bank.
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65	American Express Bank Ltd.
66	Bank Of America N.T. & S.A.
67	Bank Of Tokyo Ltd.
68	Barclays bank.
69	City Bank N.A.
70	Hongkong & Shanghai Banking Corporation.
71	Mitsui Taiyokbe Bank Ltd.
72	Standard Chartered Bank.
73	Cho Hung Bank.

CONDITIONS OF CONTRACT

1.1 Definitions

Unless the contract otherwise requires, the following terms whenever used in this Contract have the following meanings.

- 1.1.1 “Agreement” means the Form of Agreement as executed by and between the Client and the Consultant, Services Agreement (General Conditions), Appendix 1 [Scope of Services], Appendix 2 [Limit of Works,]. Appendix 3 [Terms of Payment], Appendix 4 [Programme] and post tender correspondence together with, instructions to consultant.
- 1.1.2 “Background Intellectual Property” means, in respect of each Party, the intellectual Property owned by or otherwise in the possession of that Party at the Commencement Date.
- 1.1.3 “Employer/Client” means the Party named in the Form of Agreement and legal successors to the Employer/Client and permitted assignees.
- 1.1.4 “Engineer” means the engineer of the contract and shall be Chief Engineer (WSP) and his successors
- 1.1.5 “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, as they may be issued and in force from time to time.
- 1.1.5 Date of “Commencement of Services” means the date on which the consultant shall commence their services on written orders from MCGM after due fulfillment, by the consultant, of the Conditions of notification of award.
- 1.1.6 “Contract” means this Contract between the MCGM and the Consultant.

1.1.7 "Consultant" means the professional firm or individual named in the Form of Agreement and legal successors to the Consultant and permitted assignees.

1.1.8 "Contract Sum" means the sum named in the notification of award.

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1.1.9 "Country" means the country named in the contract or the country where the Project site is located.

1.1.10 "Services" means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Appendix I hereto.

1.1.11 "Government" means the State and/or Central Government

1.1.12 "MCGM" means Municipal Corporation of Greater Mumbai / Municipal Commissioner for Greater Mumbai for the time being holding the office and also his successors, Additional Municipal Commissioners, Director (E.S. &P.) / Dy. Municipal Commissioners (D.M.C.) and /or their appointed officers for performance of the contract.

1.1.13 "Sub-consultant" means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions hereinafter and approved by MCGM.

1.1.14 "Party" and "Parties" means the Client and/or the Consultant as the context requires

1.1.15 "Third Party" means any person or entity other than the Government, the MCGM, the Consultant or the approved Sub-consultant

1.1.16 "Local Currency" means the currency of the Country and "Foreign Currency" means any other currency.

1.1.17 "Notice" means a written communication identified as a Notice and issued in accordance with the provisions of Clause 1.5 [Notices].

- 1.1.18 "Programme" shall be the accepted work schedule by both parties.
- 1.1.19 "Project" means the project named in the Particular Conditions to which the Services are to be provided.
- 1.1.20 "Services" means the services defined in Appendix 1 [Scope of Services] to be performed by the Consultant in accordance with the Agreement which includes any Variations to the Services instructed or arising in accordance with the Agreement.
- 1.1.21 "Site means land or other places where the project is to be executed or other working places
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as may be specifically designated by MCGM.
- 1.1.22 "Drawings" means, drawing referred to in the specifications and /or any modifications to the drawings, approved by MCGM.
- 1.1.23 "Works" means, work to be executed in accordance with contract, or part thereof, as case may be and shall also include, all extra / additional, alternation / substitution as required for performance of the contract.

1.2 Law Governing Contract.

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.4 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email or facsimile to such Party at the following address:

Deputy Chief Engineer (WSP)CC,
First Floor, Engineering Hub Building,

1.6 Location

The Services shall be performed at such locations as are specified in Appendix II hereto and, where the location of a particular task is not so specified, at such locations as the MCGM may approve.

1.7 Authorised Representatives

Any action required or permitted to be taken, and any document required or

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permitted to be executed under this Contract, may be taken or executed;

(a) on behalf of MCGM by Chief Engineer (W.S.P.)

(b) on behalf of the Consultant by their designated representative.

1.8 Income Tax

The Consultant and the Personnel shall pay the Indian Income taxes, levied under the Applicable Law and the MCGM shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Contract price is deemed to have included such amounts.

1.9 Assignments and Sub-Contracts

Neither the Client nor the Consultant shall at any time assign either the benefits of the Agreement or the obligations under the agreement.

1.10 Publication

1.10.1 Subject to Clause 3.3 - Confidentiality and unless otherwise specified elsewhere in the contract, the Consultant, either alone or jointly with others, may publish material relating to the services. Publication shall be subject to approval of the Client if it is within 5 (5) years of completion of the Services or termination of the Agreement (whichever is the earlier).

1.10.2 The Consultant may use material and information relating to the Services and the Project for Commercial tendering purposes other than this work.

1.11 Anti-Corruption

1.11.1 In the performance of their obligation under the Agreement, the Consultant and the client, their agents and employees shall comply with all applicable laws, rules,

regulations and orders of any applicable jurisdiction, including without limitation those relating to corruption and bribery.

The Consultant hereby represents, warrants and covenants that ;

- a) it shall not participate, directly or indirectly in bribery, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money laundering, use of insider information, the possession of illegally obtained information or any other criminal activity; and
- b) it shall neither receive nor offer, pay or promise to pay either directly or indirectly, anything of value to a "public official" (as defined below) in connection with any

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business opportunities which are the subject of the Agreement. Furthermore, the Consultant shall immediately give Notice to the Client with full particulars in the event that the Consultant receives a request from any public official requesting illicit payments.

1.11.2 A "public official: is ;

- (a) any official or employee of any government agency or government-owned or controlled enterprise;
- (c) any person performing a public function.
- (c) any official or employee of a public international organization including without limitation donor or funding agencies or the Client.
- (d) any candidate for political office; or
- (e) any political party or an official of a political party.

1.11.3 In conjunction with the requirements of the Clause 1.11 the Consultant shall at the Client's request demonstrate that it adheres to a documented code of conduct in respect of the prevention of corruption and bribery.

1.12 Priority of Documents

The documents forming the Agreement are to be taken as mutually explanatory of one another. If there is a conflict between these documents then the documents shall be interpreted and construed in accordance with the order of precedence of documents given in the Form of Agreement.

1.13 Good Faith

In all dealings under the Agreement the Client and the Consultant shall act in good faith and in a spirit of mutual trust.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Performance Security

The Consultant shall pay a Performance Security equal to ten (10) percent of the Contract Sum for due fulfillment of the Contract and is required to be furnished in the form of Bank Guarantee within 30 days of issue of notification of award and the entire Performance security shall be released after 1 year of commissioning of tunnel, provided that MCGM is satisfied that there is no demand outstanding against the Consultant.

2.2 Commencement of services

The Consultant shall begin carrying out the Services on such date as the MCGM will
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indicate in writing and this contract shall come into force and effect from this date.

2.3 Expiration of Contract.

Unless terminated earlier pursuant to Clause 2.6 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made, the contract shall terminate 78 months after the commencement of services unless extended on the same rates and the same terms and conditions as in the agreement hereto for a further period, to be agreed between the Parties, but less than 12 months from original contract period. However, in case MCGM extends the contract period for more than 12 months, the provisions of clause 2.4 herein under shall apply.

2.4 Price adjustment / variation

During authorised extension of time (for period of more than 12 months) the amount payable shall be valued at the rates quoted and price shall be adjusted in respect of the rise or fall in the General Index (All groups) for urban areas under the basket of consumer price Index (2012) as published by the Ministry of Statistics Programme Implementation (MoSPI), Gol as applicable for the month under reference. However, the base index for the work shall be taken as that published for August 2019.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and may include, but not limited to war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, resurrection, military or usurped power or civil war, riot, commotion, disorder, strike or lockout by persons other than the Consultant's personnel and other employees of the Consultant and Consultant's sub-consultant,

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munitions of war, explosive materials, ionising radiation or contamination by radio-activity, natural catastrophes such as earthquake, floods, hurricane, typhoon or volcanic activity except as may be attributable to the Consultant's actions.

Force Majeure shall not include:

- (1) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultant or agents or employees, nor
- (2) any event which a diligent Party could reasonably have been expected by both parties.
 - (i) take into account at the time of the conclusion of this Contract, and
 - (ii) avoid or overcome in the carrying out of its obligations hereunder.
- (3) include insufficiency of funds or failure to make any payment required hereunder

2.5.2 No Breach of Contract.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.5.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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2.5.4 Extension of Time

Any period within which a Party shall, pursuant to this clause, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.5. Consultation

Not later than thirty (30) days after the Consultant, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.7 Termination

2.7.1 By MCGM

The MCGM may, by not less than thirty (30) days' written notice of termination to the Consultant except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given

after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1, terminate this Contract :

(a) if the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing

(b) if the Consultant become insolvent or bankrupt or enter into any agreements

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with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) if the Consultant fail to comply with any final decision reached as a result of amicable settlement pursuant to clause 10.1 hereof..

(d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false.

(e) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days or

(f) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultant

The Consultant may, by not less than thirty (30) days' written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2, terminate this Contract :

(a) if the Client fails to pay any money due to the Consultant pursuant to this contract and not subject to dispute within 60 days after receiving written notice from the Consultant that such payment is overdue.

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed to in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

(c) if, the Client fails to comply with any final decision reached as a result of disputes resolution pursuant to Clause 10 hereof.

2.7.3 Effective date of termination

The effective date of termination shall be the date on which the period of notice, as stipulated in clause 2.7.1 or 2.7.2 as the case may be, expires.

2.7.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2 hereof, the MCGM shall make the following payments to the Consultant:

- (a) Remuneration for Services satisfactorily performed prior to the effective

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date of termination.

- (b) Reimbursable expenditures for expenditures actually incurred prior to the effective date of termination and which are reimbursable as per the contract.

2.8 Decisions

On all matters properly referred to the Client in writing by the Consultant, the Client shall give its decision, approval, consent, instruction or Variation, as the case may be, in writing within a reasonable time and with regard to the Programme so as not to delay the Services.

3 OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the construction industry and with professional engineering and consulting standards recognized in the industry, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the MCGM, and shall at all times support and safeguard the MCGM's legitimate interests in any dealings with executing agencies, Sub-consultant or Third Parties.

3.1.2 **Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultant, as well as the Personnel and agents of the Consultant and any Sub-consultant, comply with the Applicable Law.

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3.2 **Conflict of Interests**

3.2.1 **Consultant not to benefit from Commissions, Discounts etc.**

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, subject to Clause 3.2.2 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub-consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Consultant and Affiliates Not to Be otherwise Interested in Project.**

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for the Project.

3.2.3 **Prohibition of Conflicting Activities**

Neither the Consultant nor their Sub-consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 **Confidentiality**

The Consultant, their Sub-consultant and the Personnel of either of them shall not, either during the term or within Five (5) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or otherwise without prior written consent of MCGM.

3.4 **Liability of the Consultant**

The Consultant shall be liable to MCGM for the performance of the Services in accordance with the provisions of this contract and for any loss suffered by the

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Client as a result of a default of the Consultant in such performance and the consultant' liability will be limited to contract price/ sum which will be defined in the letter of intent / acceptance, subject to the following limitations:

- (a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant, its Sub-consultant or the Personnel of either of them , and
- (b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

3.5 **Indemnification of the Client by the Consultant**

The Consultant shall keep the MCGM, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultant or their Sub-consultant, or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

3.6 **Insurance to be Taken Out by the Consultant**

The Consultant shall take out and maintain, and shall cause any Sub-consultant to take out and maintain, at their (or the Sub-consultant, as the case may be) own cost but on terms and conditions approved by the Client, insurance, set forth below, and at the MCGM's request, shall provide evidence that such insurance

has been taken out and maintained and that the current premiums therefor have been paid. The Insurance shall be taken from Directorate of Insurance, Maharashtra state.

- 1) Professional liability insurance, with a minimum coverage of 2 Crore per annum.

3.7 Consultant's Actions Requiring MCGM's Prior Approval

The Consultant shall obtain the MCGM's prior approval in writing before taking

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any of the following actions :

- (a) appointing Personnel to carry out any part of the Services, including the terms and conditions of such appointment.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood:
 - that the selection of the Sub-consultant and the terms & conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract and
 - that the Consultant shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract.

3.8 Reporting Obligations

The Consultant shall submit to the MCGM 3 copies of quarterly progress reports, the format for which shall be mutually agreed.

3.9 Documents Prepared by the Consultant to be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the MCGM and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCGM, together with a detailed inventory thereof. The Consultant may retain a

copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the MCGM

3.10 Drawings

The consultant shall supply MCGM 8 copies each of all construction drawings including revisions thereto, in addition to providing RTFs of the final as built drawings alongwith 2 copies of each of the drawings. Extra copies of drawings, if required by MCGM, shall be paid for.

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4 CONSULTANT PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services under the contract. As the current assignment is for tunneling it shall be incumbent on the successful consulting firm to deploy qualified, experienced and expert professionals in the relevant field. These professionals shall be available as and when called by MCGM for discussions/meetings and/or any specific issue.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of each of the Consultant's Personnel shall be described in the offer.

(b) If additional work is required beyond the scope of the Services specified in Appendix I, the estimated periods of engagement of Personnel set forth may be increased by agreement in writing between the MCGM and the Consultant as stipulated in Clause 6.2 hereunder.

4.3 Agreed Personnel

The Consultant hereby agree to engage the personnel and sub-consultant listed by title as well as by name in the offer in order to fulfil the contractual obligations under the contract.

4.4 Removal and/or Replacement of Personnel

(a) Except as the MCGM may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, Sub-consultant, the

Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications subject to seeking approval from MCGM

(b) If the MCGM

- 1) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action ,or
- 2) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

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The removal and /or replacement under (a) & (b) above shall have no cost implications on MCGM.

5 OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The MCGM shall provide the Consultant, Sub-consultant and Personnel with all such assistance regarding available data as shall be necessary to enable the Consultant, Sub-consultant or Personnel to perform the services.

5.2 Change in Applicable Laws

If, after the date of commencement of services under the Contract, there occurs any change in the Applicable Laws which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract sum specified in the contract.

5.3 Payment

In consideration of the Services performed by the Consultant under this Contract, the MCGM shall make to the Consultant such payments within 45 days of certification. and in such manner as is provided by Clause 6 of this Contract.

6 PAYMENTS TO THE CONSULTANT

6.1 Summary of Prices

An all inclusive cost of services payable in Indian Rupees is set forth in the “Summary of prices” and the modalities of making payments are set forth in Appendix III.

6.2 Additional Services

The consultant shall, on MCGM’s written request provide MCGM any additional services for the project, which are not specifically defined under the scope of work and which are not specifically covered under this agreement. The compensation

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thereof shall be worked out on the basis of average manmonth rate under this contract and shall be payable as per the terms and conditions of this agreement.

7 FAIRNESS AND GOODFAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to settlement of disputes in accordance with Clause 10 hereof.

8.0 TAXES

8.1 Goods & Service Tax (GST)

As per the notification No.12/2017 dated 28 June 2017 issued by the Ministry of Finance, Government of India, regarding the rates of GST, the services under the subject consultancy contract fall under pure services under article 243 W of the

Constitution of India as the services are for the functions defined under the 12th schedule of the same constitution and are therefore exempt from GST.

8.2 Other Taxes

The MCGM shall not reimburse any other duties, taxes, levies etc. levied by the Government and / or any statutory body thereto, on import/export of any documents, instruments, materials going into the project and the bonafide personal effects of personnel visiting India / going abroad in connection with

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project. All taxes, duties and levies etc. shall be deemed to be included in the rates quoted by the consultant and no reimbursement of any kind whatsoever on such account will be entertained.

9.1 COMPENSATION FOR DELAY

If the consultant fails to render timely services on or before the specified deadline (as mutually agreed by both parties) and such delay is solely attributable to the consultant, without prejudice to any other right or remedy of MCGM on account of such delay, the consultant shall pay compensation at the rate of ¼ percent per month or part thereof of the fees for detailed engineering services for that specified activity. The consultant shall on commencement of consultancy contract submit the detailed activity schedule and the same shall form the basis for operation of this clause.

9.2 COMPENSATION FOR FAILURE OF THE CONSULTANT

For any failure of consultant, other than for the delay mentioned in clause 9.1 above, compensation at the rate of ¼ percent of the fees for detailed engineering services for that specified activity shall be recovered, without prejudice to any other right or remedy of MCGM on account of such event, from the payments due to the consultant under this contract.

9.3 LIMIT OF COMPENSATION

The total recovery of compensation mentioned under clause 9.1 and 9.2 together shall not be more than 10% of contract sum.

10. SETTLEMENT OF DISPUTES

10.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this contract which cannot be settled amicably will be decided by the committee constituted by Addl. Mun. Comm.(Projects) comprising concerned D.M.C., Chief Engineer other than the engineer of the contract and the Chief Accountant (W.S.S.D.) . Appeal from the order of the said committee may be referred to the Mun.Com. Thereafter, the

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Mun. Comm. shall constitute a committee comprising three A.M.C.s. including Addl. M.C. in charge of finance. The decision by this committee shall be final and binding upon both parties and shall be enforceable in any court of competent jurisdiction.

No new disputes or differences shall be allowed to be raised after commissioning of tunnel **or expiry of this consultancy contract period whichever is earlier.**

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CONFIDENTIAL

APPENDIX-I

1 SCOPE OF SERVICES

The scope of services for the items of work (detailed in Appendix-II) shall cover the following :

1.1 Feasibility Study Report and Detailed Project Report (DPR) - independently for tunnel and realignment of mains including new single/double bridge:

- Carrying out Feasibility Study, Report preparation, Carrying out various concerned surveys like topographic, geotechnical etc. as per relevant I.S.Codes. The depth of each borehole for the tunnel shall be not less than 100 mtrs from existing ground level.
- Submitting 5 copies of draft feasibility and 25 copies final feasibility report each for both works.
- The feasibility studies shall include conducting the surveys (topographic & geotechnical), reviewing the findings/ reports of the surveys, through specialized agency etc.
- The tunnel feasibility shall include finalizing tunnel's cross section / size, depth of shafts, cross section and slope of tunnel, lining for the tunnels, the interconnections, connections / interfacing with existing system including SCADA at all the shaft locations etc. complete.
- The feasibility for realignment of mains including new bridge shall include to study & suggest realignment of Bombay-II & Bombay-III mains including new single/double steel bridge, near existing railway crossing bridge at Kopri in Thane city, for carrying new realigned water mains. The cost of topographic survey, geotechnical investigation etc. shall be deemed to be included in the feasibility study. The depth of each borehole for this work shall be not less than 40 mtrs from existing ground level
- The finalized feasibility reports shall then be converted to DPR, if required, on lines of the recommendations of the funding agency etc. Detailed costing of all the above activities so that the DPR could be put forth to the funding agency, if any, for their approval.

1.2 Detailed Engineering Services - independently for tunnel and realignment of mains including new single/double bridge:

- 1.2.1 Prepare and submit 5 copies of draft tender documents for contracts for items of work mentioned in Appendix-II. After duly considering MCGM comments and clearance to the draft tender documents, soft copies and 25 nos. of hard copies of

final tender documents to MCGM, for invitation of tenders. Attending pre-bid meetings/site visits, preparing Addenda, if any, along with answers to queries raised by prospective bidders etc.

NOTE:- Tender document shall comprise ITBs G.C.Cs C.P.A.s, specifications, drawings, Addenda if any, minutes of pre-bid meeting, schedules as per 'FIDIC' (red book) or Govt. of India Task Force document, tender drawings, BoQ and detailed estimates for all Civil & related Mechanical & Electrical (including SCADA) works.

- 1.2.2 Prepare and submit Detailed Estimates of works and rates' analysis. The rates' analyses shall be furnished as & when called by MCGM
- 1.2.3 Prepare block estimates for the various contract packages under the above project for MCGM's administrative approval including revisions thereto as required.
- 1.2.4 Prepare detailed work schedule for Design and construction of the project supplemented by CPM network/ activity linked barchart to be updated, if necessary, during the execution of the project works.
- 1.2.5 Evaluation of tenders for component works, in accordance with appropriate guide lines, preparation of tender evaluation and recommendation reports (10 copies) and such assistance to MCGM to award of such contracts.
- 1.2.6 Detailed hydraulic, structural design of all project components for both the works, including but not limited to, various shaft and tunnel components, tunnel lining, mix designs, pipelines and appurtenances, realigned pipelines, pipe pushing, steel bridge, foundations. Proof checking of various designs / shop drawings submitted by the contractors. Issuing of necessary detailed construction drawings during execution of above work contracts.
- 1.2.7 Review and finalization of shop/ vendor's drawings and other related documents.
- 1.2.8 Submission of quarterly progress reports, in 3 copies, on phases of work including degree of physical and financial completion, as per the format agreed between MCGM & consultant

1.3 Construction Supervision and Commissioning Services – common for tunnel & realignment of mains including new single/double bridge

Provide overall construction supervision through a Chief Resident Engineer(C.R.E.) and Dy.C.R.E.(M&E) with below mentioned qualifications with assistance from MCGM's counterpart staff for the construction and commissioning of works under the consultancy including the following services_:

- i. Examination and approval of consultant's proposed construction schedules
- ii. Ensuring acceptable quality of workmanship and materials for civil, mechanical and electrical works
- iii. Technical instructions to the consultant and instructions involving change orders that will affect the cost of contracts subject to the approval of the MCGM
- iv. Assist in settlement of disputes or differences which may arise between the Corporation and the consultant.
- v. Commissioning, acceptance tests at site and inspection till period on 1 year after commissioning of tunnel work and follow-up action as required.
- vi. Completion certificate in compliance with tender documents.

vii. Qualification of CRE

The person to be nominated as CRE shall be acceptable to MCGM and shall possess following qualifications.

- a) He shall necessarily be a graduate Civil Engineer with post graduate degree / diploma or management qualification and with at least 5 years' experience in similar position on tunnel work. He shall be a regular employee of the consultancy firm when appointed.
- b) He shall generally be of age not more than 55 years, however, relaxable in exceptional cases.
- c) He shall have thorough experience and knowledge of construction and management techniques of tunneling and shall be capable of handling claims management & DRB etc.

viii. Qualifications of Dy.C.R.E. (M&E)

The person to be nominated as Dy.C.R.E. (M&E) shall be responsible for successful commissioning of all the Elect. & Mech. Components of the projects and shall be acceptable to MCGM and shall possess the following qualifications.

- a) He shall be graduate Mech./Elect. Engineer with at least 5 years' experience in

similar position on similar project. He shall be a regular employee of the consultancy firm when appointed.

b) He shall be of age not less than 50 years.

- ix. The vehicle facility for the CRE &/ or Dy. CRE (M & E) during construction will, however be provided by the consultant only and no payment whatsoever on this account be made by MCGM.

1.4 Inspection and Testing - common for tunnel & realignment of mains including new single/double bridge

- 1.4.1 Inspection and testing of plant & equipment, appurtenances at manufacturer's works as well as at site. Preparation of inspection reports, offer comments/observations during inspection. Approval of plant/equipment/product if found satisfactory.

1.5 Property Survey - common for tunnel & realignment of mains including new single/double bridge

Triangulation Survey has to be carried out all along the length of the tunnel for 30 m wide strip each on both side of Centre line of proposed tunnels' alignment.

(total 60 mtrs wide strip) . Details of properties to include addresses, survey numbers, names of the property owners and the important landmarks including roads, buildings (including their boundaries) etc. shall be indicated on the alignment drawings. The consultant shall also submit the property cards of all properties lying in 60 mtrs wide strip and the shaft locations indicating names of property owners.

For the work of realignment of mains including new single/double bridge property survey will be restricted to the area near existing railway crossing bridge at Kopri in Thane city.

The submission of all above data in the form of report in 3 copies to MCGM.

1.6 Tree Survey – independently for tunnel & realignment of mains including new single/double bridge

Conducting detailed tree survey at each shaft locations and near existing railway crossing bridge at Kopri in Thane city & submitting the survey report in 3 copies to MCGM along with property survey. The survey shall include numbering of all trees, measuring girth & height of trees & indicating species of trees alongwith marking the same on the shaft drawing.

1.7 Structural Audit for tunnel work

The consultant shall get the structural audit done, through specialised agencies, of all the structures within the periphery equal to the depth of the shaft at that location and suggest suitable remedial measures, if any. The agency for structural audit is expected to study

- i. Foundation drawings of the structures with particular reference to earthquake resistance.
- ii. Structural drawings of the entire structure.

The agency will also have to do condition assessment survey of the entire structure comprising beams, columns, slabs, seepages / leakage paths, settlement if any, peeling away of plaster etc. The structural audit of permanent/RCC framed structures only shall be payable under the relevant item of BOQ. No payment whatsoever will be made for assessing the conditions of hutments/non RCC structures. The structural audit report, in three copies, shall contain all the information as mentioned above.

1.8 Head office backup services - common for tunnel & realignment of mains including new single/double bridge

Provide necessary head office technical back up to the CRE and for detailed engineering during execution of contracts.

1.9 Submission of reports - independently for tunnel & realignment of mains including new single/double bridge

Submission of 25 copies of feasibility study reports and Detailed Project Reports, 6 copies each of Geotechnical Investigation and Topographical survey reports.

APPENDIX II

Limits of Works to be carried out under consultancy contract

- 1.1 Construction of underground, RCC / M.S. lined, water supply tunnel approx. 6.90 kms long with finished dia of 3.5 mtrs. from Balkum upto Mulund and including two shafts each at Balkum and Mulund, the relevant sized end piping work to connect the tunnel to the existing Bombay II & Bombay III mains at each shaft location including SCADA telemetry, instrumentation and control room etc. However, the length and sizing of the tunnel may undergo change during feasibility studies

Note:

The activities of “tunnel” and “the realignment of Bombay II & Bombay III mains including new single / double bridge” shall be mutually exclusive. However, the appointed CRE shall simultaneously handle both the work contracts.

1 Feasibility Study / Detailed Project Report for each of the two works:

1.1	Payment on award of Geotech and Topographic Survey agencies	10 %
1.2	Completion of Topographic Survey for & submission of report	10 %
1.3	Completion of Geotechnical Survey for & submission of report	15 %
1.4	Submission of draft feasibility report	30 %
1.5	Submission of final feasibility report	30 %
1.6	Preparation & submission of DPR, if required	5 %

2 Detailed Engineering services for each of the two works:

The successful bidder shall within 10 days of commencement of services should submit to MCGM the breakup of manmonths input activity wise which should be generally agreeable by MCGM. The said break-up will remain binding throughout the contract and will be used for releasing detailed engineering payment to the consultant.

The lump sum compensation for the activities indicated in Appendix-I shall be paid by MCGM based on engineering progress as indicated below :

- i) The payment for detailed Engineering shall be progress linked & deliverables based. The payment shall be due from the date of commencement of services.
- ii) However, the final/balance payment of the previous detailed engineering activity shall be released on commencement of succeeding detailed engineering activity viz. Preparation of draft tender followed by Bids' evaluation etc.
- iii) The last 10 % of the detailed engineering fees shall be paid on submission, by the consultant of a suitable B.G., in the form acceptable to MCGM for an equal amount on successful commissioning of the work and B.G. shall be valid for one year.

3 **Construction Supervision common for both the two works -**

The payment under this activity is payable on monthly basis by confirming the presence of CRE, Dy.CRE for the no. of days in month under consideration.

4 **Inspection and testing services common for both the two works -**

4.1 The fees for inspection and testing services shall be exclusive of all traveling, living and out of pocket expenses and shall not be exceeded without prior approval of MCGM.

4.2 For traveling, living (Lodging and Boarding), daily allowances as per consulting firms' standard travel rules and out of pocket expenses and allowances payable to the consultant personnel. For the inland travel, each visit will be considered for 3 days and reimbursement at actuals subject to the limit of ₹ 90,000 /- per trip will be made. MCGM shall reimburse the consultant for the visits undertaken. Totally 16 number of such visits are envisaged.

5 **Property Survey**

The payment for this assignment is to be made on lump sum basis. The quoted amount for this item shall be split into 90 % & 10%, for tunnel work and the work of realignment of mains including new bridge respectively. MCGM shall make the entire payment on submission of final report by the consultant.

6. **Structural Audit for tunnel work**

The payment for this assignment will be released as under :

6.1	Completion of study of foundation and all structural drawings	20%
6.2	Completion of Condition Assessment Survey	40%
6.3	Submission of final report	40%

7 **Miscellaneous common for both the two works -:**

The disbursement for the miscellaneous items shall be payable by MCGM commensurate with consumption of combined Detailed Engineering manmonths.

The payment for miscellaneous items shall generally cover the following:

- a) Insurance Premium.
- b) Stationery, Communication and Computer facility
- c) Transport for consultant during Detailed Engg.

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- d) Bank Guarantee charges, stamp duty on BG.

e) Stamp duty on Contract Agreement.

8. **Tree Survey for each of the two works:**

The entire payment towards tree survey will be released on submission of 3 copies of Survey Report by consultant.

9. **Printing of tender documents for each of the two works:**

The payment for this activity is to be made per set of tender documents (each comprising of 4 volumes) on submission of the same. 25 numbers of such sets are envisaged for each work.

FORM OF BID

To,

The Municipal Commissioner
Municipal Corporation of Greater Mumbai Municipal Head Office Bldg.,
Mahapalika Marg, Fort, Mumbai- 400 001.
India.

Subject : Proposal for consultancy services for –

Sir,

Having examined the proposal documents including addenda, we hereby enclose our technical proposal for the work of at sum as quoted in “Bill of Quantities”

We agree to keep our offer open for a period of 180 days from the date of opening of technical proposal.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Signature Designation

For & on behalf

Date:

Place:

CONTRACT AGREEMENT FORM

CONTRACT-

Date:

This Contract Agreement made and entered into at Mumbai this ____ day of ____ Two Thousand _____ BETWEEN the Municipal Corporation of Greater Mumbai, a body corporate having perpetual succession and a common seat constituted by the Mumbai Municipal Corporation Act, No.111 of 1888, hereinafter referred to as "the M.C.G.M." (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor or successors, administrator and assigns) represented by-----
----- the Deputy Municipal Commissioner (Special Engineering), hereinafter referred to as "the Deputy Municipal Commissioner" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successor or successors for the time being holding the office of the Deputy Municipal Commissioner) of the First Part AND ----- a Company incorporated under Companies Act, 1956, having its registered office at -----
----- hereinafter referred to as "the Consultant", (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor or successors and assigns) of the Second Part.

WHEREAS the Municipal Commissioner for Greater Mumbai has interlaid deputed under Section 56 as enumerated in Chapter II of the Mumbai Municipal Corporation Act, 1888 his powers to the Deputy Municipal Commissioner.

AND WHEREAS on behalf of the M.C.G.M., and the Municipal Commissioner for Greater Mumbai, the office of the had invited tenders for **“Consultancy Services for Feasibility Studies, Detailed Engineering & Construction Supervision for proposed water conveyance tunnel from Balkum(Thane) to Mulund”**

AND WHEREAS on evaluation of the bids received in the matter of the execution of the contract work of the Municipal Administration had recommended the bid submitted by the Consultant for approval of the Standing Committee of the M.C.G.M. for award of the contract work.

AND WHEREAS the Standing Committee of the M.C.G.M. has approved the

proposal of the Municipal Administration for awarding the above mentioned contract work to the Consultant vide Resolution bearing S.C.R. No.-- - of ----- at the contract agreement cost of ₹-----/(Rupees ----- Only) , **inclusive of physical contingencies & cost contingencies**, subject to the Consultant agreeing to comply with the terms and conditions hereinafter appearing which the Consultant has agreed to comply.

AND WHEREAS, the Consultant having agreed to comply with the terms and conditions hereinafter appearing is desirous of recording the same subject to compliance of which the contract work as aforesaid has been agreed to be granted by the M.C.G.M. to the Consultant.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The parties hereto agree and declare that the recitals hereinbefore enumerated shall be deemed to form part and parcel of the terms and conditions of this Agreement.

2. The Deputy Municipal Commissioner for and on behalf of the M.C.G.M. hereby awards unto the Consultant the contract work of "Consultancy Services for Feasibility Studies, Detailed Engineering & Construction Supervision for proposed water conveyance tunnel from Balkum(Thane) to Mulund" on the terms and conditions appearing hereinafter.

3. The Consultant hereby agrees to undertake the consultancy work for "Consultancy Services for Feasibility Studies, Detailed Engineering & Construction Supervision for proposed water conveyance tunnel from Balkum(Thane) to Mulund" in accordance with and on the terms and conditions as contained in the documents hereinafter mentioned and on the terms and conditions hereinafter appearing.

4. The following documents are and shall be deemed to form part and parcel of this Agreement and shall be read and construed as being part of this Agreement as if they were incorporated in this Agreement namely:-

- a) Contract Agreement Form.
- b) Addendum Nos. -----
- c) Corrigendum Nos. -----
- d) Tender Document.

- f) Notification of Award & Work Order
- g) Letters -----
- h) Replies-----
- i) The Bid submitted by the Consultant.

5. In consideration of the payment to be made by the MCGM to the Consultant as here in after mentioned the Consultant hereby covenants with the MCGM to undertake the contract work of in conformity in all respects with the terms and conditions contained in the herein above referred documents and on the terms and conditions herein contained.

6. The MCGM covenants to pay to the Consultant in consideration of the contract work undertaken by the Consultant the contract price of ₹-----/- (Rupees ----- Only), inclusive of physical contingencies, at which the contract agreement cost comes to ₹.....(Rupees.....) inclusive of **physical contingencies & cost contingencies over the quoted price of the consultant**, at the times and in the manner prescribed by and as enumerated in the hereinabove referred documents which are deemed to form part of this Agreement.

7. The Stamp Duty, the Registration Charges and other incidental charges of this Contract Agreement shall be borne and paid by the Consultant.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

THE COMMON SEAL OF THE)
 Municipal Corporation of Greater Mumbai)
 hereto affixed)
 in the presence of)

1.)

2.)

Two members of the Standing Committee)
who have affixed their respective)

Signature in token thereof)

in the presence of)

MUNICIPAL SECRETARY)

SIGNED, SEALED AND DELIVERED)

By the within named)

Shri. -----)

Deputy Municipal Commissioner)

(Special Engineering) for and on behalf of)

the Municipal Corporation of Greater Mumbai)

in the presence of ...)

1)

2)

THE COMMON SEAL OF)

M/s. -----)

has been hereunto affixed pursuant to)

Resolution of Board of Directors)

meeting dated _____)

in the presence of)

1.)

2.)

The Directors of the Company)

In the presence of)

1.)

2
DATED THIS DAY OF 20__

Municipal Corporation of Greater Mumbai

AND

Shri. - -----
Law Officer
Municipal Corporation of
Greater Mumbai
Fort, Mumbai 400001.

Procurement Plan

PROFORMA- A

(On Rs. 500/- Stamp Paper)

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 -----

------(Tender No. & Date) and the
Bidder is willing to submit bid for the same and WHEREAS the BIDDER is a private
Company / Public Limited 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 / CONSULTANT

- 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 / Consultant 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/ Consultant 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 / Consultant 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 / Consultant 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 / Consultant shall not lend to or borrow any money from or 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 / Consultant will undertake to demand from all sub consultant a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Consultant 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/ Consultant 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 therefore.
- 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 absolute right of 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/ Consultant 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 consultant.

- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder / Consultant / sub-consultant, 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 a 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 successful 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 Consultant is a partnership or 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	-----	-----	-----

PROFORMA - B

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

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

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

2. I declare that I _____ in capacity as Manager/Director/Partners/Proprietors of _____ has not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking.

3. I declare that I have perused and examined the tender document including addendum, condition of contract, specifications, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.

4. I further declare that if I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, MCGM is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

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

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

Signature of Tenderer/Bidder

PROFORMA C

(on Rs.500/- Stamp paper)

Irrevocable Undertaking

I Shri/Smt aged,.....years
Indian inhabitant Proprietor/Partner/Director of M/s.....

resident atdo hereby give Irrevocable

Undertaking as under:

1) I say & undertake that as specified in section 171 of F, any reduction in rate of tax on supply of Goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM by way of commensurate reduction in prices.

2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.

3) I say that above said irrevocable undertaking is binding upon me/ my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.

4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment of both as per the provisions of GST Act.

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

Solemnly affirmed at

DEPONANT

This day of

BEFORE ME

Interpreted Explained and Identified by me

PROFORMA - D

(On Rs 500/- Stamp Paper)

Format for Undertaking

I/We _____ (Full name in Capital letters, starting with surname), the _____ (Proprietor/Managing Partner/ Managing Director/ Holder) of the _____ (Business /Manufacturer /Authorised Dealer) for the - _____ (Establishment/firm/registered)company, named herein below, do hereby undertake that we have offered the best prices for the subject supply/work as per the present market rates and that we have not offered less prices for the subject supply/work to any other outside agencies including Govt/semi Govt. Agencies and within MCGM also. Further, we have filled in the accompanying tender with full knowledge of the above liabilities and therefore we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information which is found to be incorrect and against the instructions and directions given in this behalf in this tender.

I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us that any information given by us/me in this tender is false or incorrect, I/We compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation on any ground whatsoever, I/We agree and undertake that I/We shall not claim in such case any amount, by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us is withdrawn by the Corporation.

Authorised Signatory

Date:

Name and Address of Bidders

Seal of the Consultant

ANNEXURE A

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 10 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 (E.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 30 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 15 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 consist 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, 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 15 days or such further time not exceeding 30 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 is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

(To be executed on Rs.500/-Stamp Paper and BG will attract stamp duty as per Stamp Act.)

KNOW ALL MEN AND THESE PRESENTS WITNESS that WE BANK, a Banking Corporation constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 carrying on business of Banking in Mumbai and at other places in India and having its Head Office at..... and Branch Office at.....hereinafter referred to as 'the said Bank'.

WHEREAS the Municipal Corporation of Greater Mumbai hereafter referred to as MCGM has invited tenders for execution ofhereinafter referred to as 'the said work.

AND WHEREAS M/s..... has /have responded to the said tender and having been declared as the successful consultant has /have agreed to execute the contract for the said work as per the terms and conditions of the tender-document.

AND WHEREAS the terms of the tender document require that the successful consultant shall furnish to the MCGM a Performance Guarantee of ₹.....(Rupees) for faithful compliance of the terms and conditions contained in the tender document the work awarded under the tender and the agreement date

WE Bank to hereby undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (Amount of guarantee) as aforesaid without MCGM needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed thereunder or of any of the contract documents which may be made between MCGM and the consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

WE.....do hereby undertake and agree to pay to the Deputy Municipal Commissioner, of the MCGM the amount due under this guarantee. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....Rupees.....).

WE..... Bank, hereby further agree that the Guarantee herein contained shall remain in full force and effect during the period and till the work awarded under the tender is faithfully executed the obligation under the tender document and the agreement dated is discharged by M/s..... To the satisfaction of the Deputy Municipal Commissioner of Municipal Corporation of Greater Mumbai.

WE Bank further agree and undertake to extend the period of this guarantee from time to time.

WE..... Bank hereby further agree with the Deputy Municipal Commissioner or his successor or successors that the MCGM shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the tender document. The agreement dated And the contract entered into with theof the MCGM by M/s.....

WE Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Deputy Municipal Commissioner of MCGM in writing.

Date this.....Day of

IN WITNESS WHEREOF

WITNESS (1)

Signature
Name and
Address
.....
.....

WITNESS (2)

Signature
Name and
Address
.....
.....

The duly constituted Attorney
Manager

.....
(Name of the Bank)

the bank and the said Messers

WITNESS (1)

Signature
Name and
Address

WITNESS (2)

Signature
Name and
Address

for Messers
(Name of Consultant)

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

SCHEDULES

SCHEDULE-A

The list of completed works - sought in IT-C Clause 4.1 a), b) & c)

Name of the Project	Name of the Employer	Cost of the Project	Date of issue of work Order	Stipulated Date of Completion	Actual Date of Completion	Actual cost of work done	Remarks explaining reasons for delay, if any

Note: Scanned Attested copies of completion/performance certificates for each work should be uploaded in support of information furnished in the above schedule.

SCHEDULE-B

Details of Existing Commitments

Description of work	Place	Contract No. & Date	Name & Address of employer	Value of Contract in ₹	Scheduled date of completion	Value of work remaining to be completed	Anticipated Date of completion

SCHEDULE-C

Financial Turnover

Sr.No.	Financial year	Annual Turnover	Average of last 5 years
1			
2			
3			
4			
5			

NOTE: The above figures shall tally with the audited Profit & Loss statements uploaded by the tenderers duly certified by Chartered Accountant.

SCHEDULE-D

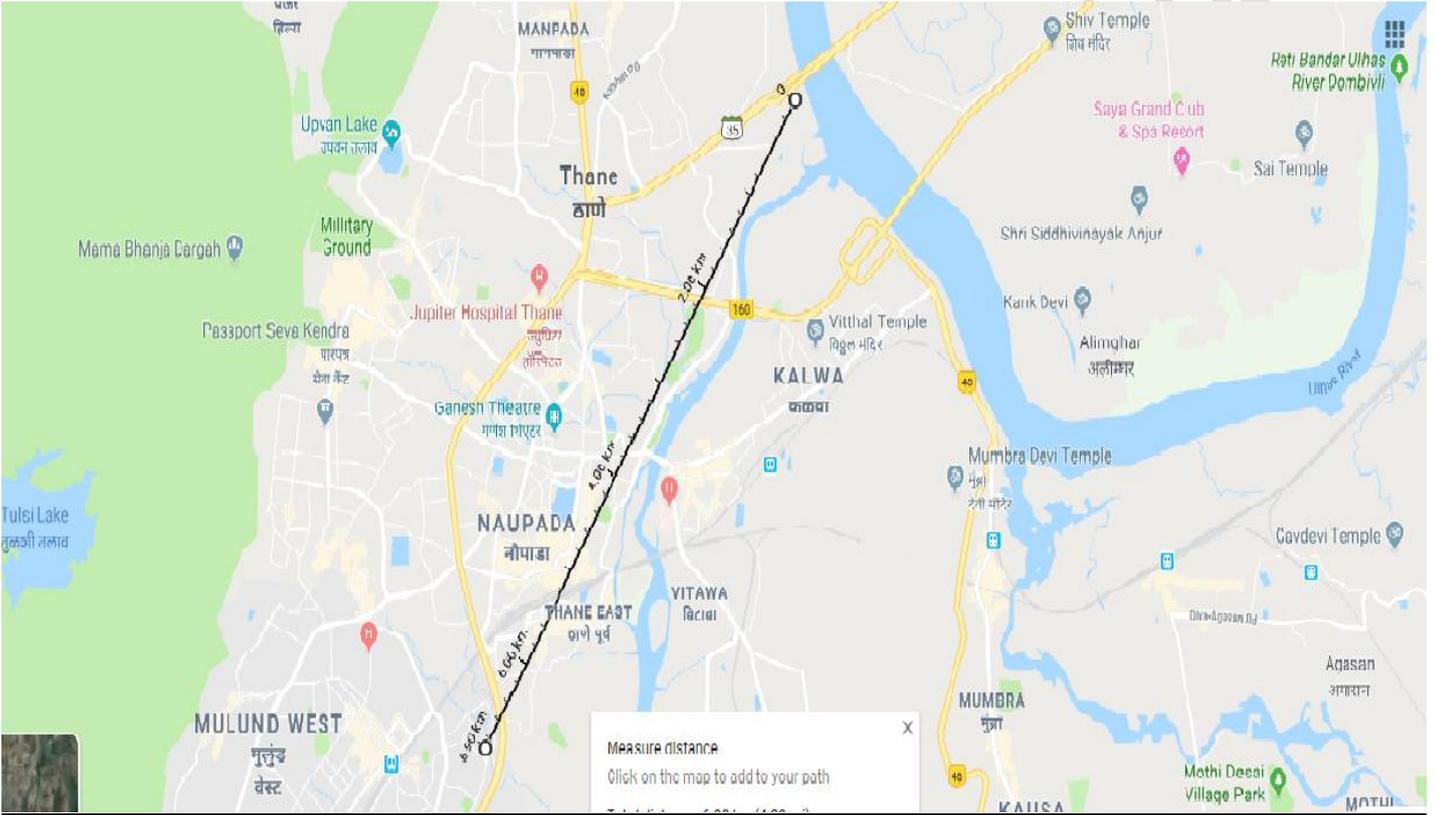
Bio data of Proposed Key Personnel

Sr. No.	Post	Name	Qualification	Work Experience	
				No. of Years	Name of Projects
1					
2					
3					
4					
5					

NOTE: Scanned copies of bio-data of above personnel shall be uploaded.

Activity	Duration																										
	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22	Q23	Q24	Q25	Q26	
Feasibility Studies/DPR & Report	█	█																									
Tender Preparation		█																									
Bid Invitation, bids' evaluation & Appntmnt of contractor			█	█																							
Design & Drawing					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Vendor Drawing Review					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Construction Supervision					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Project Completion Report																											█

Drawing



D-1
Bill of Quantities

Sr. No.	Activity	Manmonth	Rate in ₹	Total Amount in ₹
1	Detailed Engineering for -			
	• Tunnel	96		
	• realignment & new bridge work	12		
2	Feasibility Report/DPR			
	• Tunnel	Lump Sum		
	• realignment & new bridge work	Lump Sum		
3	Construction Supervision (common for both works)			
a)	• CRE	66		
b)	• Dy. CRE (M & E)	12		
4	Inspection (common for both works)			
	• Travel etc.	16	90,000/- (maximum)	
	• No. of inspections in mandays	48		
5	Printing of documents			
	• Tunnel	25		
	• realignment & new bridge work	25		
6	Miscellaneous (common for both works)	Lump Sum		
7	Properties' survey (common for both works)	Lump Sum		
8	Structural Audit for tunnel	15 structures		
9	Tree Survey			
	• Tunnel	100 trees		
	• realignment & new bridge work	40 trees		