

**E-TENDER**

**FOR**

**Subject: Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan Land in F/North ward.**

**Tender No. : 2026_MCGM_1348044_1**

**BID DOCUMENT**

Website: portal.mcgm.gov.in/tenders
Office of the
Deputy Chief Engineer (M&E) SWD Projects,
131, Kalpataru Amenity Building,
S. K. AhireMarg,
Worli, Mumbai-400018
Phone – 24932373
E-mail: dyche01mne.swd@mcgm.gov.in

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# SECTION - I

# E -TENDER NOTICE

## E-TENDER NOTICE

**Tender No. 2026_MCGM_1348044_1**

**Subject**: Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan Land in F/North Ward.

The BRIHANMUMBAI MUNICIPAL CORPORATION (BMC) invites e-tender on percentage rate basis to appoint a PMC for the aforementioned work from consultants of repute, multidisciplinary engineering organizations i.e. eminent firms, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' act 2013 (excluding those who are black listed as per circular no. Dir/ES&P/1078/MC dt.30/11/18 and thereafter or against whom FIR has been filed).

Bidding Process will comprise of THREE stages.

The application form can be downloaded from e-procurement system of Government of Maharashtra (Maha tenders) (https://mahatenders.gov.in). The tender fee of Rs. 19,965/- + 18% GST as mentioned in header data shall be paid online and follow guidelines as per Circular no. CA/FRG/15 dt 20.03.2026. Tender fee is non refundable. The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process of Government of Maharashtra (Maha tenders) (https://mahatenders.gov.in) Interested bidders should have valid Class III digital signature certificate (DSC) obtained from any licensed certifying authority. Interested bidders should follow the manuals available on Maha tenders Portal (https://mahatenders.gov.in).

| Tender | Name of the Work | Earnest Money Deposit | Tender fee (Rs.) | Contract period |
|---|---|---|---|---|
| 2026_MCGM_1348044_1 | Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan Land in F/North Ward. | Rs.3,38,300/- | Rs.19,965 + 18% GST | 30 (Thirty) Months (Excluding Monsoon) Or till the final completion of Part A work of Mahul SWPS, whichever is later. |

Estimated cost of work : Rs. 3,38,22,330.99/- (i.e. Three crores thirty eight lakhs twenty two thousand three hundred thirty rupees and ninety paisa only)

In terms of the 3-stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit of Rs. 3,38,300/- (Rs. Three Lakh Thirty Eight Thousand three hundred Rupees Only), refundable in accordance with the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on Mahatender portal (https://mahatenders.gov.in) as mentioned in the Header Data of the tender.

As per THREE Packet systems, the document for Packet A& B is to be uploaded by the bidder in vendors' document online in Packet A, B. Packet A, B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Dy. Ch. E. (M&E) SWD Projects. Packet C shall be opened if bid submission in Packet A& B satisfies/includes all the requirements, and same are found acceptable to the Authority.

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

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes to the dates the same will be displayed on the BMC and Maha tender Portal (https:// mahatenders.gov.in )

The Applicants interested in the above referred works may contact the Dy. Ch. E. (M&E), SWD Projects at the following address on any working day during office hours, Office of:

Dy. Ch. E. (M&E), SWD Projects
131, Kalpataru (Amenity Building),
Near kalpataru Horizon Tower,
S.K. AhireMarg, Off A. Besant Road,
Worli, Mumbai- 400 018
Phone – 02224932373
E-mail: dyche01mne.swd@mcgm.gov.in

The applicants may wish to visit the site and tender documents of Mahul SWPS in F/North ward under reference located Mahul Nalla on Salt Pan in F/N ward, Mumbai and can collect the information of the present status from the department who have invited the bid.

The BMC reserves the right to accept any of the applications or reject any or all the applications received for above works, without assigning any reasons thereof. The information

regarding above subject matter is available on Website of Mahatender portal (https://mahatenders.gov.in/nicgep/app)

Bidders are also advised to refer "Bidders Manual Kit" available at https://mahatenders.gov.in for further details about the e-tendering process.

For any help in the e-Tendering process, can be contacted by dialing help-desk number 022-2046934/22837339 from 11.30 AM to 5.00 PM on all working days. Email: support-eproc@nic.in

**Sd/-** **Sd-**

**E.E. (SWD) Pumping Station** **E.E. (M&E) SWD Project**

## HEADER DATA

| | |
|---|---|
| Tender Document No. | 2026_MCGM_1348044_1 |
| Name of Organization | BRIHANMUMBAI MUNICIPAL CORPORATION |
| Subject | Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan Land in F/North ward. |
| Tender fee | 19,965/- + 18% GST |
| Estimated Cost | Rs.3,38,22,330.99 |
| Bid Security Deposit/EMD | Rs. 3,38,300/- |
| Date of Issue and sale of Tender | 29.10.2026 from 11:00 AM |
| Last date & time for sale of tender | 18.11.2026 upto 04:00 PM |
| Submission of Packet A, B & Packet C (Online)& Receipt of Bid Security Deposit /EMD | 18.11.2026 upto 04:00 PM |
| Pre-Bid meeting | 04.11.2026 at 03:00 PM at office of, Ch.E. (SWD), G flr Engg. Hub Bldg. |
| Opening of Packet A | 20.11.2026 after 04:00 PM |
| Opening of Packet B | 20.11.2026 after 04:10 PM |
| Opening of Packet C | Shall be informed to successful bidders vide Mahatender |
| Address for Communication | Office of Dy. Ch. E. (M&E) SWD Projects<br>Brihanmumbai Municipal Corporation<br>131, Kalpataru (Amenity Building),<br>Near Kalpataru Horizon Tower,<br>S. K. AhireMarg, Off A .Besant Road,<br>Worli, Mumbai- 400 018.<br>Tel: + 91 22 – 24932371 / 73<br>E-mail: dyche01mne.swd@mcgm.gov.in |
| Email address for communication | dyche01mne.swd@mcgm.gov.in |
| Venue for opening of Bid | Online in office of Dy. Ch.E.(M&E) SWD Projects |

**This tender document is not transferable.**

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

Sd/- Sd/-

**E.E. (SWD) Pumping Station** **E.E. (M&E) SWD Project**

## SECTION - II

## Eligibility Criteria

- **Minimum Qualifying Criteria:**

To be eligible to apply for the tendering, the bidder shall have the following technical and financial capabilities as outlined below.

The Consultancy firm shall be in existence for last 5 years. '(Authorized change in name & style shall be considered)'.The Consultancy firm shall have valid ISO-9001 Certification.)

**Technical Capabilities**

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

1. Three similar completed works or currently executing three works of similar nature each of value not less than **Rs 67.65 Lakhs /-**

**OR**

2. Two similar completed works or currently executing three works of similar nature each of value not less than **Rs 84.55 Lakhs /-**

**OR**

3. One similar completed work or currently executing three works of similar nature each of value equal and or not less than **Rs.1.35 Cr /-**

The Bidder shall submit the certificate of satisfactory completion of work from the user Department of BMC / Semi Govt. / Govt. / Public sector organization, failing which their offer shall be treated as non-responsive and their Packet 'C' shall not be opened.

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

***In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed last day of month previous to the one in which bids are invited.**

**b) Financial Capabilities**

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to or minimum Rs.1.01 Cr (relevant works experience) for last 3 financial years. To ascertain this, tenderer (s) shall furnish / upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant. The turnover can be enhanced by 10% every year to bring the present level. The firm shall be of profit making all the years and also have cash credit facility.

**Similar Experience**:

*The Consultancy firm must have carried out at least one work of Detailed Project Report (DPR) or detailed engineering, design, project management consultancy and supervision of minimum 1 (one) no of water supply /waste water / storm water / sewage water pumping station / treatment plant.*

- The bids shall be evaluated on "Least Cost cum Quality based Selection (LCQS)"method as per the scheme of marks given in the e-Tender at pg. 42 & 43. Minimum marks for the qualifying technical criteria shall be 70 out of 100 and commercial bid (Packet C) of only qualifying Bidders shall be opened.
- The bidder shall upload copies of financial documents (Audited balance sheets) for last 03 financial years (2023-24 to 2025-26).
- Joint ventures and Sole Proprietary firms are not permitted. However, wholly owned subsidiary of the foreign company is eligible to quote on the basis of the credentials of its parent company, if they submit certificate from the parent company to that effect. In case, the qualification is on the basis of Parent company then both Parent company & subsidiary shall sign contract with BMC.
- Municipal Commissioner of Brihanmumbai Municipal Corporation reserves right to accept any bid and annul the bidding process and/or reject all the bids at any time prior to award of the contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employers action.
- **Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:**

  - Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. Bidder shall submit details of litigation history as per circular no. MGC/F/6565 dt.25.09.2018.

## SECTION - III

## Disclaimer

## DISCLAIMER

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

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

Information provided in this e-tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Brihanmumbai Municipal Corporation (BMC)accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here. The Brihanmumbai Municipal Corporation (BMC)its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. TheBrihanmumbai Municipal Corporation (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

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

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

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

# SECTION 4

# INTRODUCTION

# INTRODUCTION

## Background:

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

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

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

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

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

The present tender called upon by Deputy Chief Engineer (Mech. & Elec.) Storm Water Drains Projects for work as mentioned below:-

**Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan Land in F/North ward**

The detailed scope of work is mentioned in section VII - "Scope of Work"

## SECTION-V

## E-TENDERING ONLINE SUBMISSION PROCESS

## E-TENDERING ONLINE SUBMISSION PROCESS

## IMPORTANT NOTICE TO BIDDERS ON e-TENDERING

GOVERNMENT E-PROCUREMENT SYSTEM has successfully rolled out the e-bid submission Tendering System through its web site https://mahatenders.gov.in Tenders of various Departments have been uploaded, their bids submitted and the same have been opened online. Bids for various tenders published on the web site of Government Departments can be submitted online by enrolling with the above-mentioned web site.

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

The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process. The user manuals can be downloaded for ready reference. Vendors can also attend the training/familiarization programmed on the e-tendering system conducted periodically by the GOVERNMENT E-PROCUREMENT SYSTEM in association with NIC.

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

1. The tender forms can be downloaded from e-procurement system of Govt. of Maharashtra i.e. https://mahatenders.gov.in after entering the details of payment towards Tender Fees as per the Header Data / tender notice.
2. The tender submitted by the tenderer shall be based on clarification, additional facility issued (if any) by the BMC, and this tender shall be unconditional. Conditional tenders will be summarily REJECTED.
3. All tenderers are cautioned that the tenders containing any deviation, from the contractual terms and conditions, specifications or other requirements, and conditional tenders will be rejected as non-responsive.
4. Bidder should do Online Enrolment in www.mahatenders.gov.in Portal using the option to enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as Mudra CA/ GNFC/ IDRBT/ MTNL Trust line/Safe Script/ TCS.

5. Bidder then logs into the portal giving user id/password chosen during enrolment.
6. The e-token that is registered should be used by the bidder and should not be misused by others.
7. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
8. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
9. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document otherwise, the bid will be rejected.
10. Applicant will upload Packet A documents in cover1"Fee"and Packet B related Documents in cover 2 "PQC" respectively.
11. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns in the uploaded BOQ, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
12. If there are any clarifications, this may be obtained online through the e Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
13. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
14. Bidder should arrange for the EMD as specified in the tender.
15. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
16. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
17. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network band width available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low band width speeds.

18. It is important to note that the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
19. The Tender Inviting Authority (TIA)will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues.
20. The bidder may submit the bid documents in online mode only, through this portal. Offline documents will not be handled through this system.
21. At the time of freezing the bid, the e-Procurement system will give a successful bid up dation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
22. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
23. Successful bid submission from the system means the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
24. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
25. The time that is displayed from the server clock at the top of the tender Portal will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which isGMT+5:30. The bidders should adhere to this time during bid submission.
26. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not view able by anyone until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
27. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
28. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

29. 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 e-Procurement System of Govt. of Maharashtra (Maha tenders) (https://mahatenders.gov.in).
30. Due to any unforeseen circumstances if any of the dates mentioned in the header details declared as public holiday, in that case all the dates* will get shifted by one day or next working day.
31. As the entire tendering procedure is an online process, the physical submission of documents shall not be entertained.
32. Bidder manual kit available on the website https://mahatenders.gov.in for online payment of Tender fee and EMD, submission of tender Packet A, B and C, etc.
33. As per the three-packet system, the document for techno-commercial packet 'A' & 'B' are to be uploaded online by the bidder in cover type 'Fee/Pre-Qual/Technical' and Price Packet 'C' is to be uploaded in Cover type 'Finance' by the tenderer under 'Tender Covers'.
34. 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 as per bidding schedule.
35. The e-tender is available on e-procurement system of Govt. of Maharashtra (Maha tenders) i.e. https://mahatenders.gov.in. The tender duly filled in should be uploaded and submitted online on or before the end date of submission. The packet A, packet B and packet C of the tenderer will be opened as per the timetable shown in the Header Data in the Office of 'Dy. Ch.E. (M&E) SWD Project

# SECTION-VI

# INSTRUCTION TO BIDDERS

## INSTRUCTIONS TO BIDDER (ITB)

**GENERAL**

**1.** These instructions are provided to assist Bidder while preparing their Bids. They shall form part of the contract and they shall be taken into consideration in interpreting or construing the contract.

**2.** Bidder are requested to read carefully the following directions, the terms and conditions of the contract; addendum if any and sign the form of Bid, annexure, specifications and Bill of Quantities and Rates, etc. after making appropriate entries wherever necessary.

**3.** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

**4. Scope of Consultancy:**

4.1 The scope of services is detailed at the Terms of Reference in the tender document.

**5. Clarifications for the bidder:**

Bidder who submits more than one Bid will cause all the bids of the said Bidders to be rejected.

- Firms with common proprietors/partners connected with one another either financially or as principal agent or as master and servant or with proprietor/partners closely related with each other such as minor son/daughter and minor brother/sister shall not tender separately under different names for the same contract.
- If it is found that firms described vide above clause have tendered and uploaded separately under different names for the same contract, all such tenders shall stand rejected, EMD and tender deposits of such e-tenderers shall be forfeited. Any contract entered into under such conditions will also be liable to be cancelled at any time during its existence and penal action including black listing of such firms will be taken.
- The Municipal Commissioner reserve the right to accept or reject any bid or all the bids or annul the biding process at any time prior to award without assigning any reasons thereby incurring any liability to the affected Bidder or any obligation to inform the Bidder(s) of the ground for corporation's action.

**6. Scope of Application:**

The Authority wishes to receive Applications for Qualification in order to SELECT experienced and capable Applicants for the Bid Stage.

## 7. Minimum Qualifying Criteria:

**7.1** Eligibility:

Joint venture and Sole Proprietary firms will not be allowed. However, wholly owned subsidiary firm of the foreign company is eligible to quote on the basis of the credentials of its parent company, if they submit certificate from the parent company to that effect. In case the qualification is on the basis of parent company, then both the parent company and the subsidiary shall sign the Contract.

The Consultancy firm must not have been blacklisted or debarred or suspended from bidding in tendering process (either as single entity or as partner of JV) by any Govt. /Semi govt. Authority, Funding Agencies like World Bank/ADB/ JICA etc. The debarred period shall not be valid at the time of bidding. The consultancy firm is not allowed to use the project reference of any entity which has been debarred or blacklisted. If the notice of the blacklisting/poor performance is issued against any bidder then he is not eligible to bid for this contract.

The firm will be excluded from selection process, if it is debarred /blacklisted at the time of submission of bid. Suppression of any information or material by the Bidder regarding the Debarment, details of Litigation history, blacklisting of the consultant, misrepresentation or omission of any other material fact in order to influence a selection process would be construed as a fundamental breach and will lead to the disqualification of the Bidder or the termination of its Contract without any further correspondence and may lead to debarment or blacklisting.

A consistent history of litigations/awards against the Bidder will result in rejection of the bid. Suppression of any information or material in this regard would be construed as a fundamental breach and BMC reserves its right to take appropriate action including cancellation of the bid, forfeiting of bid security etc., as may be deemed fit by BMC at any time without requiring to give any notice to the applicant in this regard.

The consulting firm should have been registered (Registrar of Firms/Company of Consulting engineers /Govt. /Govt. Undertaking) under same name & style for at least 5 years. (Authorized change in name & style shall be considered).

The consulting firm must have valid ISO 9001 certification prior to submission of bid.

The consulting firm shall have completed the assignment as required under eligibility criteria in last 10 years.

Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the BMC, which may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

No bidder shall be affiliated with a firm or entity who has been involved in any capacity with the

tendering process for the referred work.

The consulting firm shall be in position to provide at least the staff as mentioned under the 'Personnel capabilities'. The staff shall be either in employment of the firm or shall have the consent letter from the prospective staff to accept employment from the consulting firm during the contract period and availability during the contract period including extended period. The consent letter shall have obtained prior to submission of bid.

The tender documents are not transferable. Only those bidders who have purchased the tender documents are eligible to submit their bid.

The firm shall enclose to their technical offer, the relevant copies of experience certificate signed by officer not below the rank of Executive Engineer/ Superintendent Engineer or Authorized signatory.

**7.2 Technical & Financial capabilities**

To be eligible to apply for the tendering, the bidder shall have the following technical and financial capabilities as outlined below.

The Consultancy firm shall be in existence for last 5 years. '(Authorized change in name & style shall be considered)'.The Consultancy firm shall have valid ISO-9001 Certification.

**a) Technical Capabilities**

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

Three similar completed works or currently executing three works of similar nature each of value not less than **Rs 67.65 Lakhs /-**

**OR**

Two similar completed works or currently executing three works of similar nature each of value not less than **Rs 84.55 Lakhs /-**

**OR**

One similar completed work or currently executing three works of similar nature each of value equal and or not less than **Rs.1.35 Cr /-.**

The Bidder shall submit the certificate of satisfactory completion of work from the user Department of BMC / Semi Govt. / Govt. / Public sector organization, failing which their offer

shall be treated as non-responsive and their Packet 'C' shall not be opened

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

**In case of ongoing works to be considered, the bidder must have received payment bills of 80% of the contract sum for the work/works executed last day of month previous to the one in which bids are invited.**

**b) Financial Capabilities**

Achieved an average annual financial turnover as certified by 'Chartered Accountant' equal to or minimum Rs. 1.01 Cr (relevant works experience) for last 3 financial years. To ascertain this, tenderer(s) shall furnish / upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant. The turnover can be enhanced by 10% every year to bring the present level. The firm shall be of profit making all the years and also have cash credit facility.

**Similar Experience**:

*The Consultancy firm must have carried out at least one work of Detailed Project Report (DPR) or detailed engineering, design, project management consultancy and supervision of minimum 1 (one) no of water supply / waste water / storm water / sewage water, pumping station / treatment plant.*

- The bids shall be evaluated on "Least Cost cum Quality based Selection (LCQS)"method as per the scheme of marks given in the e-Tender at pg. 42 & 43. Minimum marks for the qualifying technical criteria shall be 70 out of 100 and commercial bid (Packet C) of only qualifying Bidders shall be opened.
- The bidder shall upload copies of financial documents (Audited balance sheets) for last 3 financial years
- Joint ventures and Sole Proprietary firms are not permitted. However, wholly owned subsidiary of the foreign company is eligible to quote on the basis of the credentials of its parent company, if they submit certificate from the parent company to that effect. In case, the qualification is on the basis of Parent company then both Parent company & subsidiary shall sign contract with BMC.

Interested bidder may obtain further information in the office of the -Office of Dy. Ch. E. (M&E) SWD Projects Brihanmumbai Municipal Corporation, 131, Kalpataru (Amenity Building), Near Kalpataru Horizon Tower,S. K. AhireMarg, Off A .Besant Road,Worli, Mumbai- 400 018.Tel: + 91 22 – 24932371 / 73E-mail: dyche01mne.swd@mcgm.gov.in

For the registration, enrolment for digital signature certificate & user manual, Bidder may please refer to respective links provided in e-tendering tab on BMC website. The Bidders can get digital signature from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA. BMC has opened a help desk at the address mentioned above to help the tenderers in this regard.

**8. Technical Personnel:**

Consultant shall provide following minimum number of key staff for the consultancy work and the rate of recovery in case of non-compliance of the requirements are stipulated in scope of work of the Bid Document.

| Sr No | Position | Qualification | Experience | No's |
|---|---|---|---|---|
| **1** | Project Manager | Graduate in Civil | Relevant experience of at least 10 years in supervising construction projects of water/ Storm Water / Sewer water Pumping Station / treatment plant. | 1 |
| **2** | Deputy Project Manager | Graduate in Mechanical/Electrical Engineering | Relevant experience of at least 8 years in supervising construction projects of water/ Storm Water / Sewer Pumping Station/ treatment plant. | 1 |
| 3 | Resident Engineer | Graduate in Civil Engineering | Relevant experience of at least 8 years in supervising construction projects of water/ Storm Water / Sewer Pumping Station/ treatment plant. | 1 |
| 3 | Safety Expert | Degree in Engineering with qualification in related field. | Relevant experience of at least 8 years in Health, Safety &Environmental procedures preferably in construction supervision in water/ Storm Water / Sewer Pumping Station/ treatment plant. | 1 |
| 4 | Engineer | Degree in Civil Engineering | Relevant experience of 5 years in quality management and quality testing in projects of waste water/sewage sector. | 1 |
| 5 | Engineer | Degree in Mechanical Engineering | Relevant experience of at least 5 years in supervising construction projects of water/ Storm Water / Sewer Pumping Station/ treatment plant.. | 1 |
| 6 | Engineer | Degree in Electrical Engineering | Relevant experience of at least 5 years in supervising construction projects of water/ Storm Water / Sewer Pumping Station/ treatment plant. | 1 |
| 7 | Engineer | Degree in Electrical Engineering | Relevant experience of at least 5 years in supervising construction projects of water/ Storm Water / Sewer Pumping Station/ treatment plant. | 1 |
| 8 | Instrumentation Engineer | Degree in Instrumentation Engineering | Relevant experience of at least 5 years in supervising construction projects of water/ Storm Water / Sewer Pumping Station/ treatment plant. | 1 |

| | | | | |
|---|---|---|---|---|
| 9 | Construction Supervisor | Diploma/ Degree in Civil Engineering | Total 7 years experience in case of Diploma in Civil Engg or Total 5 years experience in case of Degree in Civil Engg<br>Experience of working on concrete of large structures, laboratory instrumentation testing methods, interpretation of testing results etc. | 3 |

**NOTE:**

- Age limit for key personnel should not be more than 65 years.
- It is mandatory to give date of birth & nationality of each personnel.
- For equivalent degrees other than B.E./B.Tech., it will be responsibility of the Consultant to confirm that the said degree is equivalent to the required professional qualification by way of undertaking of the individual person.
- The engineers shall be present on Saturdays. If required they will work on Sundays and will wait beyond their normal working hours, if the need arises.
- The consultant should provide at least minimum of the above indicative man-month in their technical and financial proposal. If consultant has provided man-months lesser than the above indicative man-months, the proposal will be rejected at any stage of evaluation. However, consultant is free to provide additional man-months if needed at no extra cost.
- The successful consultant shall submit the certified attendance sheet of key staff per month to the employer's engineer.
- Project manager is principal technical representative.
- Rate of recovery in case of non-compliance of the clause be stipulated at following rates:-

| Staff | Rate of recovery |
|---|---|
| Project manager, deputy manager & Safety Expert | Rs. 30,000/- per month |
| Graduate Engineer | Rs. 25,000/- per months |
| Diploma Engineer | Rs. 15,000/- per month |

**9.Time Period of contract:**

The contract period shall be of 30 months (excluding monsoon) or till the final completion of part A Work of Mahul Strom water pumping station, whichever is later.

**10. Site Visit:**

In order to obtain first-hand information /opinion on the assignment, the bidders are advised to visit the individual site of the project and tender documents mentioned in Terms of Reference, before

submitting their proposal. Required assistance may be obtained from the Office of Dy. Ch. E. (M&E) SWD Project with prior appointment in writing in working days. The visit to site by the Bidder will be at his own risk and costs.

**11. Contract Execution:**

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of **Rs.5000/- per day** will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him.

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

The amount of Security Deposit retained by the BMC shall be released after expiry of period up to which the contract or has agreed to maintain the work in good order is overor within 30 days after the issue of successful completion certificate of operation and maintenance work subject to no recoveries are pending the said work whichever is later. In the even to the contract or failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by BMC shall be adjusted to-wards the excess cost incurred by the Department on rectification work.

**12. Action when whole of security deposit is forfeited**:

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

To rescind the contract (for which recession notice in writing to the contractor under the head of Executive Engineer shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of BMC.

To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done

To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional

supervisory staff including the cost of work charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Executive Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under Clause (a) above, the contractor shall not be entitled to recover or be paid any sum for any work there for actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by BMC under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against BMC even if the certified value of the work done departmentally or through a new

contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

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

If the contractor assigns or sublets his contracts or attempt so to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of BMC/Govt.in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of BMC and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

**Submission of Tenders:**

**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.

- Companies registered under the Indian companies' act 2013

**b)** Valid Bank Solvency Certificate of Minimum Solvency amount shall be Rs. 8 Lakhs required one year prior to date of submission of e-tender.

**c)** A document in support of Registration under GST Act 2017. Those who have not registered shall submit an undertaking to the effect that if they become successful tenderer, they shall

submit GST Certificate in Maharashtra within 15 days of issue of work order, failing which payment for the work executed will not be released.

**d)** Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu Undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in the case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.

**e)** Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of BMC and registration certificate with registrar of companies in case of Private Ltd/Public Ltd/Semi Govt.& Govt. undertakings.

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

**g)** Scanned copy of details of online payment of EMD shall be uploaded.

**NOTE:**

- If the tenderer (s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- If it is found that the tenderer has not submitted required documents in Packet "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** after receipt of e-mail from BMC, otherwise they will be treated as non-responsive.

## PACKET-B

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

1. The list of similar type of works as stated in section 2, Eligibility criteria successfully completed during the last seven years in prescribed proforma I, in the role of prime consultant. Information furnished in the prescribed proforma (Proforma – I) shall be supported by the certificate duly self-attested. Documents stating that it has successfully completed during the last seven years at least one contract of similar works as stated in section 2, Eligibility criteria.

2. Annual financial turnover for preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bids are invited. Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding

the Financial Year in which bids are invited. (Proforma – II)

3. The Annexure-C (Pre-Contract Integrity Pact) and Annexure-D (Declaration Cum Indemnity Bond) on stamp paper as per format attached with tender.

4. The bidder shall submit valid registration certificate under EPF &M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013

5. The bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.

6. Tender document, reply to the pre-bid queries and addenda if any, duly filled, signed and stamped on all pages.

7. Power of Attorney for tendering work.

8. Bidder shall submit details of litigation history (Proforma VII) as per circular no. MGC/F/6565 dtd. 25.09.2018 and undertaking on Rs.500/- stamp paper as per annexure – B

9. Financial bid- Form B & Annexure A

**Note:** If it is found that the tenderer has not submitted required documents in Packet "B" then, the shortfalls will be communicated to the tenderer through 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 – C**

Online tender filled is percentage tender (There is no separate provision to quote % in physical form. For financial cover, tenderer (s) will fill data in the (.xls) sheet provided in INR. The other contents of the sheet except vendor details and rates are password protected and shall not be tempered with in any case by the tenderer. The tenderer shall quote his rates as % of estimated cost (Excess, less or at par). The (.xls) sheet shall be validated, saved and uploaded in financial cover by

the tenderer. The detailed procedure for uploading the documents and submission of e-tender can be found on Maha tender Portal (https://mahatenders.gov.in).

**Note:**

1) In case, the quoted cost by the tenderer are higher/ lower than 15% of the estimated cost,, the rate analysis shall be submitted by L1 and L2 bidder within three working days after demand notification by e-mail to bidders.

2) L1 and L2 bidder shall submit break up of manpower and maintenance component for the monsoon and non monsoon period within three working days after demand notification by e-mail to bidder.

## THE BID SECURITY/EMD

a) The Bidder shall furnish, as part of the Bid, Bid Security/EMD, via online payment gateway mode in the amount specified in the Bid Header Data. The information of e-payment gateway is available on e-tendering website https://mahatenders.gov.in.

b) The bidder shall pay the EMD amount through payment gateways of GoM on URL https://mahatender.gov.in.

c) Any bid not accompanied by an acceptable Bid Security and not secured as indicated in the sub-clause mentioned above, shall be rejected by the Employer as non-responsive.

d) The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits. Except the successful bidder all other unsuccessful bidders 100% EMD paid online will be refunded.

e) In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is un-willing to extend the bid validity period, in such circumstances, if L2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.

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

**The Bid Security may be forfeited:**

if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity).

in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

- Sign the Agreement; and/or
- Furnish the required Security Deposits.

The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.

Maximum five shortfalls will be allowed for curable defects. In case, curable defect is not complied by bidder within given time period, the bidder shall be treated as "non-responsive".

For non-curable defects, the bidder shall be treated as "non-responsive"

**Note:**

**1. Curable Defect shall mean shortfalls in submission such as:**

i) Valid Registration Certificate.
ii) GST Registration certificate
iii) Valid Bank Solvency.
iv) Undertakings as mentioned in the tender document
v) Partnership Deed and any other documents.
vi) Certified Copies of PAN documents and photograph of Individuals, owners etc.

**2. Non-curable Defect shall mean**

i) In-adequate submission of EMD/ASD amount.
ii) In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.
vii) No proper submission of experience certificates and other documents etc.
iii) Rate Analysis should be required within 3 working days on request from department vide email.

## BID VALIDITY

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

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request

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

## DEFECT LIABILITY PERIOD (DLP):

Defect Liability Period is not applicable being the consultancy work.

## SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

**A) Security Deposit**

The security deposit shall mean and comprise of

I) Contract Deposit and

II) Retention Money.

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

II. **Retention Money– (Not applicable)**

**B) Additional Security Deposit:**

| Rebate quoted by bidder | ASD applicable |
|---|---|
| Up to 12%rebate | NO ASD |
| 12.01% to 20% rebate | 1% of estimated cost for each percentage and part there of above 12% rebate.<br>For e.g:- Rebate quoted (-)18.06%<br>ASD = (18.06-12) x 1% x Estimated Cost |
| 20.01% rebate & above | 1% of estimated cost for each percentage and part there of above 12% up to 20% rebate (i.e. 8%) + 2% extra for each Percentage and part thereof over and above 20% rebate<br>For e.g:- Rebate quoted(-) 24.70%<br>ASD =(8%+ (24.70%-20%) x 2 )x Estimated Cost |

Along with LOA department shall issue challan of requisite amount of ASD to be deposited by the contractor. The ASD is to be submitted within 15 working days after issue of LOA in the form of Demand Draft at the CFC Counter and submit copy of the receipt to the concerned HOD. If the

requisite ASD is not submitted within 15 working days after issue of LOA 10% E.M.D shall be forfeited. Further, if requisite ASD is not submitted within 30 working days after issue of LOA, 100% E.M.D shall be forfeited and the bidder/company shall be debarred for a Period of two Years' Also, if any Director/ Partner of such company is functioning as in any other Director/Partner company, that company shall also be liable for debarment for two years' Further, the work awarded will be terminated/revoked.

**Performance Guarantee-**

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

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

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

The PG shall be paid in the form of Demand Draft only. The deposit shall be paid within 15 days after receipt of Letter of Acceptance.

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

**Refund of Security Deposit**

**Refund of Contract Deposit** :

On award of contract, the tenderer will have to pay contract deposit equal to 2% of total contract sum for due fulfillment of contract. The security deposit can be paid by demand draft only. The Contract Deposit shall be released after final bill of consultancy work or within 30 days after the issue of successful completion certificate of work subject to no recoveries are pending the said work whichever is later.

**Refund of Retention Money -(DELETED)**

**Refund of Additional Security Deposit-**

The additional security deposit shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works. ln the event the Engineer issues a Taking-over Certificate for a completed works having separate WBS element, Only such portion shall be considered for payment to the Contractor.

**Refund of Performance Guarantee**

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

*Note:

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

b) It shall be the responsibility of the bidder to keep the submitted B.G. “VALID” for the stipulated time period in the tender & in case of its expiry it will attract penalization.

c) Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the Contractor by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai uptoVirar&Kalyan. List of approved Banks is appended at the end of Instructions to Bidders (ITB). The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Regional Branch of the same bank within the Mumbai City Limit categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the

Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank itself in case of default by the Contractors furnishing the Bank Guarantee.

The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

**Legal + Stationary Charges: (As per applicable circular enforce at the time):**

**Successful tender shall pay the Legal Charges + Stationary charges as per Circular no. 26006 dtd. 22/07/2022 of legal department or as latest applicable–**

| Sr. No. | Estimated Amount of Proposal / Work / Services | Revised Legal+ Stationery charges |
|---|---|---|
| | | |

| | | |
|---|---|---|
| 01 | ₹ 20000001 to 30000000 | ₹ 65,770 |
| 02 | ₹ 30000001 to 40000000 | ₹ 75,120 |
| 03 | ₹ 40000001 to 50000000 | ₹ 84,510 |

The tenderers are requested to note that stationary charges as given in the table above will be recovered from the successful tenderer for supply of requisite prescribed forms for preparing certificate bills in respect of the work.

**Stamp Duty ((As per applicable circular enforce at the time)**

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

i) As per the provision made in Article 63, Schedule I of Maharashtra Stamp Act 2015 and पत्र क्र-अंमल.जि.म/.क्र.जा .1/780२०२/३ दि० .२/११२०२/३, stamp duty is payable for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under

| | | |
|---|---|---|
| (a) | Where the amount or value set forth in such contract does not exceed rupees ten lakh. | Five hundred rupees |
| (b) | Where it exceeds rupees ten lakhs | Five hundred rupees plus 0.3% of the amount above rupees Five lakh subject to maximum of rupees twenty five lakhs. |

ii) The successful bidder shall enter into a contract agreement with BMC within **30 days** from the date of issue of LOA and the same should be adjudicated for payment of Stamp Duty by the successful bidder.

iii) Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.

iv) Stamp duty shall be applicable as per Stamp **duty act of Maharashtra** to be adhered to and the renewable of B.G. must be as per the letter bearing no. Enforcement-I/Works Contract/396/2016 dated 23.03.2016 (as per annexure "A")All legal charges and incidental

expenses in this respect shall be borne and paid by the successful tenderer.

v) All legal charges and incidental charges shall be borne and paid by successful bidder

vi) As per Para 54 read with 40(b) of Maharashtra stamp duty act, stamp duty at rate of 0.5% is payable on total amount of Bank guarantee submitted by tenderer. If the time period of bank guarantee required to be extended then the same shall be considered as new bank guarantee and again 0.5% stamp duty shall be applicable.

## IMPORTANT DIRECTIONS

1. All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for qualification criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places. The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him. Any changes in mail ID will be intimated on the portal
2. Applicants/Bidders shall refer portal.BMC.gov.in\tenders for "The Manual of Bid Submission for Percentage Rate / Item Rate Tender Document." The detail guidelines for creation and submission of bid are available in the referred document.
3. Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to dyche01mne.swd@mcgm.gov.in at least 01 days before date of pre-bid meeting**.** The subject shall clearly bear the following identification / title: **"Queries / Request for Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan Land in F/North ward.**
4. In case of Equal amount to of quoted cost by lowest bidders (L1),the allotment of work to the successful bidder will be decided by lottery system by concerned Ch. Eng in presence of Bidder/Bidder's representative and Accounts Officer.
5. Consultant should follow the circulars u/no.: 1. Ca/F/project/17 of 06.09.2019 pertaining to anti-profitering measures. 2. MGC/F/7076 dtd. 30.08.2018 pertaining to waste management rules 2016. 3. MGC/F/6342 dtd. 05.05.2018 pertaining to Barricading. 4. CA/FRT/623 dtd. 08/10/2012 and CA/FRI/12 dtd. 21.06.2012. 5. MGC/F/6565 dtd. 25.09.2018. 6. DMC/CPD/3217 dtd. 02/03/2019 & Ch.E. (V)/436/B dtd. 18/05/2023 regarding Grievance redressal mechanism will be followed to address grievances of the Bidders, if any. 7. circular u/no. MGC/F/6342, dtd. 05/05/2018. 8. DMC/Env/630 dtd. 24/09/2024 will be followed to implementation of Environment Management Plan (EMP) for work. 9. Dy.CA/Expenditure/F1-04/2024-25 will be followed to Insurance policy of Infrastructure Project. 10. Circular No.

MGC/F/8659/Dt.07/09/2019 regarding Arbitration clause. 11. MGC/F/8659 dtd. 07/09/2019 regarding arbitration and jurisdiction. 12. CA/FRG/15 dtd. 20/03/2026 regarding tender fees. These circulars are applicable for this tender, Contractor shall refer this before the bid submission and follow the instructions.

6. Only original documents scans shall be uploaded and they may be cross-checked against original during scrutiny. Bidder shall present these original documents for checking to the engineer in-charge of tender scrutiny as and when directed.
7. Any forged/fake documents found uploaded then bidder will be disqualified and debarred from all bidding process for two years.

**Pre- Bid Meeting**

Pre- Bid Meeting will take place at the following address on _____ **at_____**

**Chief Engineer (SWD)**
Brihanmumbai Municipal Corporation,
Zero Floor, ENGINEERING HUB BUILDING,
Dr.E.Moses Road, Worli, Mumbai – 400 018.

The Bidder is requested to submit any queries related to the proposal under reference, so as to reach BMC before the meeting. Additional queries, if any, raised during the meeting, will also be considered and the minutes of the meeting including the text of the questions raised and BMC's response will be transmitted to all prospective firms in the form of addendum. No queries will be entertained after the pre-proposal meeting. Bidders shall submit theirqueries in 2 format i.e. pdf as well as editable excel format on the e-mail id's: **dyche01mne.swd@mcgm.gov.in**

The format of the queries shall be as follows:

| Sr No | Reference Clause | Description in the Tender | Query Description |
|---|---|---|---|
| | | | |

- **Amendment of contents of proposal**

**i.** Before the deadline for submission of bids, the B.M.C. may modify the bid documents by issuing addendum/ corrigendum and publishing on portal of BMC.

**ii.** Any addendum/corrigendum/clarifications thus issued shall be part of the bid documents and shall be published on portal of BMC and Mahatender

**iii.** The addendum/corrigendum/ clarifications thus issued shall be downloaded, digitally signed by the Bidder and submitted and uploaded along with the bid.

**iv.** In order to give prospective Bidders reasonable time to consider the addendum/ corrigendum/clarifications before submitting and uploading their bids, the B.M.C. may extend as necessary the deadline for submission and uploading of bids.

The rates and prices shall be fixed for the entire duration of the consultancy contract.

- **Signing of Bid Document**

Bidders are requested to sign at appropriate place in the tender form & formats etc. after making appropriate entries wherever necessary. The uploaded documents shall also be digitally signed. If the Bid is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the bid (in which case the partnership deed, current address of the firm and full names and current addresses of all the partners of the firm shall also accompany the bid). If the bid is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the Power of Attorney for signing the bid (in which case the Power of Attorney shall accompany the bid). Such Limited Company or Corporation may be required to furnish satisfactory evidence or its existence before the contract is awarded.

Successful Bidder shall have to submit all documents required to execute the contract within one month of receipt of LOA, failing which a penalty of Rs.5000/- per day will be levied and EMD may be forfeited.

- **Modification of Documents**

Modifications of specifications and extension of the end date of the Bid, if required, will be made by BMC by issuing necessary addendum/corrigendum. Such addendum/corrigendum will be uploaded in the bid and same will be displayed on BMC website. These shall be signed by the Bidder and shall form a part of the Bidder's bid.

- **Submission of Bids**

All bids shall be submitted online. The contents of the e-Tender shall be considered as final and binding on the Bidder.

- **Opening of bid**

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

If any discrepancies are observed and false documents are found to be uploaded by the Bidder, such Bidder will be disqualified from the bidding process. Further action as liable e.g. disqualification of

the bid and Bidder under rules/regulations shall also be initiated against such Bidder who submits false/fake documents.

Only the Bidders who qualify in Packet 'A' and Packet 'B' and with technical score minimum of 70 marks will be considered as responsive for opening financial bid i.e. Packet 'C'.

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

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

- **Evaluation of the Bids (Packet B)**

In comparing bids, the corporation shall consider such factors as the efficiency and reliability of approach and methodology, proposed key experts, compliance with the terms of reference, standards, quality, environment and safety (QES) and the Bidder's capacity to perform vis-a-vis the time of completion etc. The Engineer may seek clarifications on the Bidders technical proposal, if required to help him in technical evaluation.

The bids shall be evaluated on "Least Cost cum Quality based Selection (LCQS)"method as per the scheme of marks given in the e-Tender. Minimum marks for the qualifying technical criteria shall be 70 out of 100 and commercial bid (Packet C) of only qualifying Bidders shall be opened.

The bids shall be further evaluated on "Least Cost Quality Selection" method as per the scheme of marks given in the e-Tender.

**Table A: Overall Marking Criteria:**

| Item | Description | Maximum Marks |
|---|---|---|
| 1. | **Technical Evaluation**<br>Experience of similar projects involving Water/ Storm Water/Sewer Pumping Station / treatment plant of defined capacity (Table B) | 100 |

**Table B: Experience of similar projects involving Water/ Storm water/sewer Pumping station.**

| Sr No | Bidders capabilities | Parameter | Criteria | Marks | Max marks |
|---|---|---|---|---|---|
| A. Financial Capabilities | | | | | |
| 1 | Average Turnover of Consultancy Firm | 2 Cr and above | Minimum Rs 1.01 Cr | 30 | 30 |
| | | 1.01 to 2 Cr. | | 20 | |
| | | | | | |

| B. Particular Experience | | | | | |
|---|---|---|---|---|---|
| 2 | Similar work experience | Plant with more than 3 Cu.M /Sec capacity | At least one Pumping Station/ treatment plant | 70 | 70 |
| | | Plant with more than 2 Cu.M /Sec capacity | | 60 | |
| | | Plant with more than 1 Cu.M /Sec capacity | | 40 | |

- **Post Bid Correspondence**

Bid shall be termed to be under consideration from the opening of the bids, until such time an official announcement of award is made. While bids are under consideration, Bidders and their representatives or other interested parties, are advised to refrain from contacting by any means the Corporations personnel or representatives on matters related to the bids under consideration.

The BMC engineer's representative, if necessary, will obtain clarification of bid by requesting such information from any or all the Bidders either in writing or through personal contact as may be necessary. The Bidder will not be permitted to change the substance of his bid after bids have been opened.

- **Date of opening and evaluation of financial bids (Packet C)**

The date of opening of Financial Proposal shall be intimated to the qualified Bidders separately after the technical evaluation is completed.

The employer reserves the right to accept or reject any variation or deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in actual of unsolicited benefits to the employer shall not be taken in to account in bid evaluation.

- **Rejection of Bid**

The bid is liable to be rejected, if the Bidder

**i.** Does not submit the proofs of qualification criteria.

**ii.** Stipulates the validity period less than what is in the bid;

**iii.** Stipulates his own conditions;

**iv.** Does not disclose his full name and address with telephone no. and also the full names and addresses with telephone nos. of all his partners in the case of partnership concern.

**v.** Does not fill in and sign the Complete Financial Proposal & their Contents as per Section-IX as well as the Schedule of Quantities & Rates, terms of reference, etc.

**vi.** Does not submit the E.M.D. as per clause 9 of Instruction to Bidder.

**vii.** Does not submit the bid before the stipulated time on the specified date.

**viii.** If the bid is filled up partially in splitter manner, it will be treated as non-responsive.

- **Payment Terms.**

  The Corporation shall not under any circumstances relax these terms of payment and will not consider any alternative terms of payment. Bidders should therefore, in their own interest note this provision, to avoid rejection of their bids. Currency of Payment shall be Indian Rupees only.

  **Award of Contract**

  The Contract will be awarded to the technically qualified and responsive Bidder on LCQS basis in conformity with the Terms of References subject to the provisions above.

  Prior to the expiration of the period of bid validity, the Corporation will notify the successful/unsuccessful Bidder in writing by registered letter or by email. The successful Bidder will be informed in writing by registered letter that his bid has been accepted.

  The bid acceptance letter will be issued to the bidder by BMC, which shall state the amounts of Contract/Security deposit, Legal charges, Stationary charges, insurances etc. to be paid by the successful Bidder as detailed in the acceptance letter. Postponement of the payment of the full security deposit or the execution of the contract will not be permitted by reason of the Brihanmumbai Municipal Corporation having in possession, other deposits on account of other bids or contract, which deposits may be or become returnable to the Bidders and which they may wish to transfer as a security deposit under this contract. Such transfers will not under any circumstances be permitted.

  The SAP P.O. / W.O. will be generated and issued to the successful Bidder only after making the necessary payments as stated in the acceptance letter. The same shall be paid by the successful Bidder for preparing contract documents for the subject work.

  The issue of Letter of Acceptance will constitute the formation of the Contract.

  If after award of bid, if it is found that the accepted Bidder has violated any instructions/conditions as in the bid, the bid shall be liable for cancellation at any time during its currency in addition to penal action against the Bidder as well as related firms/establishments.

  In the event of Bid being accepted, they must bes igned by all the members of the firm. If any one or more partners are absent, the signatory must produce a power of attorney authorizing him to sign on behalf of all absent partners.

The Contract must be signed by the two Directors with the common seal of the Company or by the Managing Director or by a person having a power of Attorney to sign the Contract. Certified copy of power of attorney must be produced in the office of the Chief Engineer (SWD), Worli.

Successful Bidder shall have to submit all documents required to execute the contract within one month of receipt of intimation to execute the contract. If the documents are not submitted within the stipulated time a penalty of Rs.5000/- per day applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly singed along with evidence/proof of payment of security/contract deposit within 30 days from the receipt of intimation

- **Tendering under different names:**

**i.** Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same Contract.

**ii.** If it is found that firms as described in (a) have tendered separately under different names for the same Contract, all such bid(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition such firms/establishments shall be liable, at the direction of the Municipal Commissioner, for further penal action including blacklisting.

**iii.** If it is found that clearly related persons as in (a) have submitted separate bid/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such bids shall be liable for action as in Para (b) above including similar action against the firms/establishments concerned.

**iv.** If after the Award of Contract, it is found that the successful bidder has violated any of the conditions in Paras (a), (b) or (c) above, the contract shall be liable for cancellation at any time during its currency in addition to penal action against the Bidder as well as related firms/establishments.

- **Jurisdiction of Courts**

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

- **Import License**

The Bidders shall have to make their own arrangements to secure import license and/or release of controlled or scarce raw materials or parts if required by them for fulfilment of their contract. The Municipal Commissioner shall not be bound to give any assistance to the Bidders in that behalf.

- **Payment of Bills & other claims-**

The payment of bills and other claims arising out of the contract will be made by ECS/RTGS/NEFT. The successful Bidder, therefore, will have to furnish the information as regards the vendor No. registered with BMC. Vendor No. can be obtained by paying the requisite fees and giving necessary information such as PAN Card, Bank Details, Goods and Service Tax Registration etc. in the prescribed form available with BMC.

All payments shall be made in INR and not in any other currency.

- **Indian Laws and Indian Environment**

The law applicable is Law of Union of India with jurisdiction of competent courts at Mumbai and Bidder should be aware of all the environment Conditions in India.

For any reasons, if the construction work at site gets delayed or extended, the consultancy contract period shall be extended suitably. No extra cost will be paid to the consultants for such extension of time. Consultants are at liberty to withdraw their staff during such ideal period/s in consultation with BMC. The payment for the consultancy work is on delivery basis in accordance with clause 5 of the Scope of Work.

- **Fraudulent and Corrupt Practices:**

The Employer requires that Bidders observe the highest standard of ethics during the Tender Process. In pursuance of this, the Employer:

a) defines, for the purposes of this provision, the terms set forth below as follows:

i. Corrupt practice. is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. Fraudulent practice. is any act or omission, including a misrepresentation or hiding of legal status, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

iii. Collusive practice. is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and

iv. coercive practice. is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

b) Will reject an e-Tender Submission if the Employer determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

## SECTION - VII

## SCOPE OF WORK

**1.0 Background / Preamble:**

Heavy rain in Mumbai city in June 1985 had resulted into flood like situation, which paralyzed the roads, Railway traffic and there was heavy economic loss. In wake of this, BMC decided to carry out the study of the storm water drainage system in the city. A master project was planned to drain out Storm Water immediately and reduce floods. In the year 1989 M/s Watson Hawksley International Pvt. Ltd. and their Indian associates M/s AIC were appointed consultants for this project. Consultants had inspected existing storm water drainage system and nallas, identified 121 catchment areas of the city and studied the deficiencies in cleaning and maintenance. In the year 1993, to improve the storm water drainage system, the consultants prepared a master plan, which is known as BRIMSTOWAD Master plan. This plan suggested improvements in SWD system with design parameters such as rainfall intensity of 50 mm/hr and run off coefficient 1. Earlier the same were considered as 25 mm/hr& 0.50, respectively.

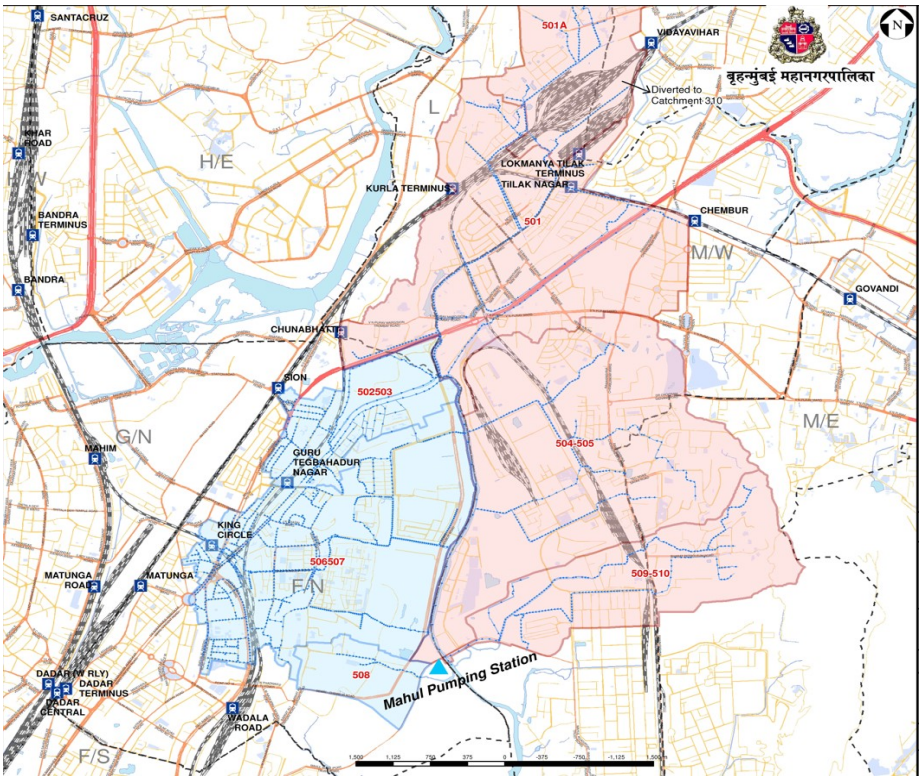
After deluge of 2005, Government of Maharashtra appointed a Fact Finding Committee under the Chairmanship of Dr.Chitale, to analyze the factors responsible for the situation that, aroused on July 26 & 27, 2005 in Mumbai and to decide the remedial measures thereat, so as to avoid the recurrence of the flooding in future. Based on the BRIMSTOWAD Master Plan Report and recommendations of Fact Finding Committee, various works for the improvement of the storm water drainage system were undertaken.

BRIMSTOWAD Project is proposed to be implemented in 2 phases. There were 20 works in Phase-I and 38 works in Phase-II. The scope of the BRIMSTOWAD project is as under-

1. Rehabilitation and augmentation of underground drains in city
1. Construction of new drains in RCC
1. Training of nallas in RCC M-40
1. Widening and Deepening of nallas and construction of access road along the nalla for desilting purpose.
1. Construction of Storm Water Pumping Stations.

**Present status of theMahul Storm Water Pumping Stations**

| Sr. No | Pumping Station | Status |
|---|---|---|
| 8 | Mahul | Advanced possession of land has been obtained. Final possession of Salt pan land is in progress. |




**Catchment area for Mahul SWPS Key Plan**

## 2.0 Objectives of the Assignment

To provide the Project Management Consultancy (PMC) services for day-to-day supervision of construction and M&E activities as per detailed design, involving co-ordination with the Contractors and client, contract management, dispute resolution, specialized contract advisory and various tax consultations during execution of project so as to execute the work of the said project in a time bound manner. Contract period will be started after obtaining possession of salt pan land to BMC / after obtaining all permission by appointed contractor of Mahul SWPS in F/N ward.

Project Management Consultancy up to completion of project.

a. Scrutiny of contractor's submittals such as methodology, work schedules, QA/QC plans, safety plans, proposal, letters etc.
b. Day to day supervision and monitoring of progress of work.
c. Preparing and submitting progress reports.
d. Conducting and attending review meetings and preparing minutes of meeting.
e. Assisting in obtaining requisite permissions.
f. Ensuring compliance with quality, health & safety and environmental norms / requirements.

g. Prepare reports and Witnessing inspection and testing of construction materials, all the M&E equipments, etc.
h. Measure quantities and record measurements.
i. Ensuring Completion of SWPS within stipulated time period.
j. Mitigation of disputes, if any.
k. To coordinate with contractors & other agencies for timely completion of activities.
l. Certifying successful commissioning of the Storm Water Pumping Station.
m. Certifying and submitting as build drawings.

The scope of consulting services will include, but not necessarily be limited to the above and following:

The following is the broad scope of the work which will not relieve the Consultant from their obligations to complete the said work.

The scope of work under this consultancy services shall be as detailed below (minimum):

**Providing services of Project Management Consultancy for Mahul Storm Water Pumping Station on Salt Pan Land in F/North Ward.**

1. Conduct Kick off meeting between BMC, Contractors as and when required and as per schedule prepared and approved by the Employer.
2. Contract administration and management of the project and the civil works contracts; Interpretation of technical specifications and contract documents
3. Scrutiny of successful Contractor's submittals such as,

a) Work Schedule/ Bar chart
b) Lab testing reports
c) Third Party Inspection remarks and associate reports
d) Civil, Mechanical and Electrical Works
e) Automation and Instrumentation works
f) Any other allied works
g) QA / QC plans
h) Health and Safety Plan
i) Environment Management Plan etc.

4. Consultant shall administer the contract under the support of Employer’s Engineer.
5. Review and ensure conformity of contractor’s securities in approved formats.

6. Ensure requisite insurances have been received and they comply with the requirements of the contract.
7. Review designs, drawings, item provisions and specifications with respect to actual site conditions & tender condition and suggest modifications, if required or deemed appropriate. If Any realignment, redesign/modification, any additional design for completion of the project is required, it will be done by the Contractor under the guidance of PMC without any extra cost including remuneration of personnel, equipment, software and office supplies;
8. PMC shall also review the construction and health and safety manuals of contractor and ensure that these are according to the project requirements and would lead to a reasonably uniform finished product.
9. Scrutinize the contractor's detailed work program (PERT / BAR chart), suggest modifications, if any, to the program after a careful study and ensure the contractor complies with the program.
10. Scrutinize and/or review contractor's superintendence, personnel and suggest modifications, if any.
11. Scrutinize the contractor's mobilization of the Contractor's Equipment to ensure the nominated plant and equipment is delivered to the site in accordance with the contractor's program and that permits where necessary, are obtained in a timely manner including testing of the equipment based on best international industrial practices in conformity with Indian or international codes.
12. Scrutinize the construction methods proposed by the contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
13. Review compliance with the documentation and advance actions requirements, including securing of all statutory clearances and permits or handing over of site, and advise on issuing the notice to set the Commencement Date.
14. Ensure all construction details are complete and modify the design and drawings wherever required due to founding level as a result of the change in the founding strata or any other reason at the time of execution and shall provide all assistance for the Employer to understand the designs.
15. Scrutinize, approve and issue the Contractor's working drawings based on survey setting out details, and drawings for temporary works, as required under the contract in consonance with The Employer's requirements.
16. Being DBO work of Mahul SWPS, design of pumping station is in scope of the contractor. Contractor will vet all design and drawing through third part like IIT, Bombay as per the tender

conditions. Consultant shall verify whether all technical specifications and requirements as mentioned in the tender are incorporated in the document/ drawings submitted by the contractor before the submission to third party like IIT, Bombay. For this, consultants to offer their remarks at the earliest.

17. Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings.
18. PMC shall also review and approve the time plan and the cost plan and identify any issues that may lead to probable cost or time overruns shall be informed in advance and sought approval of the Employer.
19. To this effect, the PMC shall develop a risk matrix identifying the potential risks, probable mitigation measures and the owner of the risk and maintain the same for the entire project development period.
20. PMC shall procure all the suitable project management softwares and server based on GC's recommendation with all modules required for resource management & finance planning etc.
21. Carry out day to day supervision of all works as per approved method statements of various items of work and ensure proper supervision as per requirement.
22. PMC shall monitor Contractor's activities on behalf of the Employer with goals of eliminating / minimizing adverse effects on public safety, traffic, residential and commercial activity, and the environment.
23. PMC shall monitor & approve the traffic diversion plans submitted by the contractor and advice on improvements to be beneficial to the project as well as other road users.
24. PMC shall monitor & approve the logistics plan submitted by the Contractors and ensure that the same adequately cover the environmental and traffic safeguards.
25. PMC shall monitor & approve the muck disposal plans submitted by the contractors and assess in consultation with other contractors the disposal of construction debris cost effectively in advance to seek approval of the Employer.
26. Supervise the Contractor's work in all matters including safety, compliances quality and care of the work including environmental aspects and labour welfare.
27. Carry out regular inspection of the contractor's equipment, plant, machinery, installations, housing and medical facilities etc. and ensure they are adequate and are in accordance with the terms and conditions of the contract.
28. During construction stage detailed designs of the project components will be prepared by the Contractor and submitted to the PMCs for approval, Vetting & for GFC certification. The robust

design shall be in line with the Employer's Requirement. The construction will commence only on the receipt of "Good for Construction" certificate from the PMC.

29. Review all mix designs proposed by the contractors and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure, and quality control measures, to ensure required standard and consistency in quality at the commencement of items.
30. Supervision and Contract Management (on the Civil, Mechanical, Electrical, Instrumentation work, etc.) including techno legal advice in connection with the work.
31. Monitor closely and regularly the progress of work and advice the contractor about corrective measures and advise the client on progress of work at site.
32. Direct the contractor to carry out all such works or to do all such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and report the Employer thereof as soon thereafter as is reasonably practicable;
33. Maintain a day-to-day diary recording all events relevant to the Civil and M&E works.
34. Provide any or all of the supplementary services as per directions of the Engineer;
35. Verification of measurements of the works taken by the contractor's and employer's engineer.
36. Advice & recommendations on variation, extra items and claims as per contract.
37. Conducting / attending review meetings.
38. Preparing minutes of meetings.
39. Prepare monthly reports fully describing the progress of works including implementation of environment, social and the services rendered by the Consultant during the month under review, indicating also the problem areas and action required to overcome them.
40. PMC shall get all reports vetted through the Engineer.
41. Measure quantities of work, record measurements, and verify items/works quantities executed in the contractor's monthly statements.
42. Maintain a record of all measurements for the work quantities to be paid for and of all payments made;
43. Inspect the works on completion of the milestone for the whole of the Permanent Works, accept the works as per contract and inform the Employer. Indicate any outstanding work to be carried out by the contractor before issuing the milestone certificate or during the Defects Notification Period for the Permanent Works.
44. Attending joint inspection testing with contractor, employer's engineer as well as with third party agency appointed by BMC, if any, for the equipments at the manufacturing factory / facility (in India/ abroad).

45. Witness 100% testing being carried out by staff of the Contractor and undertake additional audit tests as necessary to ensure the quality of works and promptly inform the contractor of the results;
46. Review the test results/certificates of all construction materials and/or sources of materials and undertake additional tests as necessary to assess the quality of works;
47. Maintain a permanent record of all tests carried out for monitoring the quality of works;
48. Coordination with various departments of the corporation and other consultants or Consultants employed by the BMC for any works having bearing on the works under these services.
49. Scrutinize contractor's proposal for temporary work, if any.
50. Prepare updated and additional drawings as required during the contract period and supply to the contractor in time;
51. Arranging the relocation of services including providing plans of the location of all services if not shown in sufficient detail on the plans, preparing correspondence for the Employer/Engineer, arranging meetings and generally ensuring that the Employer/ Engineer is meeting the deadlines necessary to avoid delay claims from the Contractor
52. Assist BMC with data, drawings, information etc. for correspondence with outside agencies in connection with Mahul SWPS project and to give expert advice on the matter related to the project within stipulated time period.
53. Determine deficiencies in works during construction, DLP and O&M period, prepare the final acceptance document for acceptance of the Employer.
54. To assist BMC / Contractor for getting statutory permissions/clearances such as Fire department, CCOE, Electrical Inspector, MPCB, CTS no., Building Proposal department etc.
55. To assist and advice BMC on any other additional work which may be unforeseen, required for successful completion of project work and also approve the same including detailed design and drawings if required.
56. Ensure compliance with statutory provisions under various applicable laws during execution of project.
57. Review the IEE (Initial Environmental Examination) report and update the Environmental Management Plan (EMP) and Environmental Monitoring Plan (EMOP) required for the completion of Project.
58. Ensure that the contractor implements the EMP.
59. Assisting BMC and contractor in obtaining requisite statutory permissions, NOCs etc .
60. Any cost for obtaining all environmental clearances, NOCs / approvals from State and Central Government Authorities and any other clearances that maybe required by law during

construction, execution and DLP shall be the responsibility of the contractor and the PMC shall assist the contractor for the same.

61. To set the physical and financial milestone of the project before commencement of the work.
62. Provide commissioning and start-up assistance, assist in conducting Acceptance Tests on site during commissioning and suggest & implement remedies in case of difficulties in commissioning.
63. Issue Acceptance Certificate.
64. Scrutiny of operation and maintenance manuals.
65. Determine deficiencies in the warranty; prepare the final acceptance document for acceptance of warranty. Prepare and issue Defect Liability certificate through BMC Engineers.
66. Approval of "As Built drawings" prepared by contractor.
67. To advise with facility management and/or operations after the commissioning and start-up whenever required.
68. Suggest and conduct training of BMC's personnel.
69. Provide any or all of the supplementary services (through Provisional Sum) as per directions of the Engineer.
70. The Scope of services will include all such activities required for timely & satisfactory completion of work.
71. During the progress of work, due to site conditions if it necessitates any change in design/methodology, then scrutinize Contractor's proposal, give back office support & expert advice to BMC / contractor for successful execution of work.
72. To resolve any difficulty / problem arise during the execution of project for successful completion of work.
73. As a conflict of interest, the PMC who will be awarded works shall not be permitted to work as designer/ consultant of the contractors for that particular work as well for any other work awarded to same contractor. However, they can work as designer/ consultant of the other contractors of other works.
74. To co-ordinate with the Consultant / Contractor entrusted for work of Mahul SWPS regarding smooth execution, functioning and commissioning of projects.
75. BMC's decision shall be final and binding on all the concerned parties i.e. Consultants, contractors etc.
76. Interpretation of tender documents of contractor and scope of work of contractor shall be carried out by consultant and obtaining of legal opinion from counsel if felt necessary by consultant. All charges regarding the same shall be borne by consultant

77. For expediting the work any instructions given by the Engineer in-charge in the benefit of the project shall be binding on all the concerned parties i.e. Consultants, contractors etc.
78. For any technical deviation, consultant shall give remarks on contractor justification, whether it acceptable or not and give suitable recommendation. After approval of technical deviation by BMC, consultant shall furnish cost of deviation in term of penalty and/or saving to BMC to the levied from the contractor before the processing the RA bill, if any.
79. Review, finalize and approve O&M manuals and prepare the O&M schedule for all equipments. Scrutinize all documents related to supply, installation and commissioning of equipments and prepared their reports. Record and maintain inventory of all equipments/parts/spares at site and ensure specification of the same as per technical specification of contract.
80. To carry out Inspection of Materials, Machineries, and equipment at the place of manufacturer place within Maharashtra and outside Maharashtra whenever required in support with BMC. Prepare all documentation regarding same.

**It is expected that the Consultant shall carry out minimum following activities,**

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| The scope of work under this consultancy is the construction supervision work under the Mahul SWPS Contract to be awarded by Brihanmumbai Municipal Corporation. It is expected that the Consultant will do project scheduling, avoid delays / changes in construction and minimize disputes thereby keeping control on scope of work. The Consultant shall make optimum use of design and construction firm's skills and talents to enhance construction quality with scheduled progress. |
| It is expected that, Consultant shall monitor daily progress of the work; keep record of equipment employed as well as manpower deployed on each of the contract works separately. The formats for keeping such records shall be finalized with the engineer of the contract and shall be used to monitor daily progress or shift wise progress, when construction at site starts. The Consultant shall have to employ the required technicians as directed by the engineer of the contract depending on site requirements and conditions, i.e. when actual two shift working starts the Consultant shall provide technicians in all the shifts for working.<br>There shall be minimum one technician for supervising construction activity as required in all shifts at site.<br>The qualifications and experience of the technical personnel are detailed in these specifications. The general duties of each category are specified for clarity but would not be limited to the duties specified, since the Consultant's responsibility would be that of all inclusive supervision, which includes technical matters and time management. The Consultant would advise the contractors on various technical matters only in consultation with the Engineer of the contract. Also the Consultant |

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| should see that contractor is performing his duties with all possible time management skills without sacrificing quality of work. |
| **Pre-Construction.** |
| It is expected that Consultant shall take in to account and study the following pre-construction stage planning. |
| **Environmental Impact.** |
| Study of environmental clearance obtained from competent authority and assist further to get the required clearances / revalidation etc.<br>If any impact is foreseen guide employer in resolving the same.<br>Study EIA report or any other additional report for Mahul land take compliance of the same. |
| **Economic factors which would cover the following &not limited to these** |
| Project Management Planning.<br>Construction Supervision and Quality Management (Civil/M&E/Instrument).<br>Time Management.<br>Contract Administration.<br>Cost Management<br>Safety Management.<br>Professional Construction Management. |
| **Project Management Planning** |
| The Consultant would take into account the following. |
| Details of the equipment's required along with spare parts for these equipment.<br>Details of procurement of equipment from the agency / agencies.<br>Investigation & selection of materials and approval.<br>Availability & assessment of all infrastructure facility.<br>Requirement of land for establishing the various activities of the work.<br>Arrangements for curing and continuous as well as standby power supply.<br>Positioning of the batching plant, if required.<br>Details regarding allotment of spaces for staff / Site office.<br>Details of storage spaces for materials.<br>Details of safe storage places for explosives if any.<br>Establishing a testing laboratory for in-situ testing.<br>Criteria for mix design of RCC to suit the geographical, climatologically and environmental conditions.<br>Preparation of an instrument platform to check the suitability of mix design. |

Specifications for final mix design.

Trained personnel in laboratory with sufficient spaces.

Proper medical facilities.

Provision Safety aspects of the working personnel, machineries etc. as may be required.

**Pre- Construction Conference.**

Prior to commencement of work the Consultant shall hold a preconstruction conference to discuss the administrative procedures to be followed during the performance of the work. The items typically required to be discussed at the conference are the construction documents, the schedules, communications, submittals, and change orders, use of the site, special project requirements, required guarantees and payment procedures. The following participants are required to attend the conference.

a. Employer.

b. Employer's Representative.

c. Contractor's Design Professionals, if any.

d. Contractor.

e. Project Manager of the contractor

f. Contractor's Superintendent.

g. Major Subcontractors.

h. Safety officer of the contractor.

i. Other agency as the employer or the bidder suggests

The Consultant shall obtain (from the works contractor) documents in consultation with employer as detailed below but not limited to these, study and submit the following for approval of the employer.

**Preliminary contract schedule**

The preliminary contract schedule shall graphically show how the contractor has planned the work activities of the projects. If the schedule is acceptable then the Consultant shall issue the acceptance in consultation with the employer and if it is not acceptable the Consultant shall put the comments and submit the same to employer for his review before forwarding to the contractor. Once the preliminary schedule is accepted, it should be used as base schedule in developing the contract schedule and updated at prescribed time interval.

**Contract schedule.**

The contract schedule (PERT) graphically shows each work activity, the start &finish time for each activity, the interrelationship of all activities, and the critical path activities. The contractor shall use this schedule to co-ordinate the work with the sub-contractors. The bidder shall monitor the schedule to determine the progress of the work and to determine the monthly progressive payments of the work, however, the progressive payment are solely depend on the acceptance and certification of the employer. The Consultant is not authorized to certify the monthly progress payment.

The Consultant shall update contract schedule to show the actual conditions preferably considering the following points :

Update the data of all the completed and in-progress activities.

All accepted changes and all changes from change orders as well as field orders. The Consultant is not authorized to issue any change orders or field orders without prior approval of the employer.

Accepted modifications to the methods of accomplishing the work. The Consultant is not authorized to agree any modifications to the methods of accomplishing the work without prior approval the employer.

The contract schedule shall be maintained, updated by the Consultant and shall be submitted to the employer in the first week of every month for his information.

The Consultant is not authorize to approve the contract schedule but must determine it's acceptability and shall monitor that the contractor is using the schedule to co-ordinate the work.

**Submittal schedule.**

The submittal schedule shows the events required by the work contract for submission of shop drawings, product data, samples, and other items, which must be reviewed and approved by the employer.

The submittal schedule shall show the date that approved documents are to be returned to the contractor and the date that the documents are first received by the Consultant. The schedule must include enough time for complete review by the Consultant and employer. Required review time may vary according to the complexity of the information, included in each submittal.

The Consultant must co-ordinate and verify the schedule submitted by the contractor with the contract schedule and reviews that the number of days stipulated in the construction contract documents for each submittal. The submission schedule must include time for resubmission and review of the incomplete, inadequate, or incorrect submittals.

The Consultant is not authorized to approve the submittal schedule but must determines it's acceptability and shall monitor that the contractor is using the schedule to co-ordinate the work.

**Construction drawings**

Construction drawings are drawings, diagrams, schedules and other data specially prepared for the work by the works contractor or sub-contractor to illustrate some portion of the work. The Consultant will review the construction drawings and submit his acceptance to the employer for approval. After receipt of approval, the Consultant will strictly monitor that the drawings are used in actual construction by the contractor's construction team. The Consultant is responsible for ensuring that all parts of the work are in accordance with the approved drawings.

**Submittal Process**

All the required drawings shall be prepared in AUTO-CAD by the 'works' contractor.

Contractor or sub-contractor will prepare the construction drawings. (subcontractor submits them to contractor)

Contractor will review and approve the shop drawings for conformance with the contract documents and submit them to Consultant.

Consultant will review the drawings submitted by contractor and recommend the same

During construction, the Consultant will maintain a file containing all the approved shop drawings. It will be the responsibility of the Consultant to direct any amendments in the approved shop drawings during progress of the work in coordination with the contractor &mark it accordingly. The Consultant shall also coordinate with the contractor to prepare &submit all the "As Built drawings" in auto-cad version on a CD as well as on laminated tracing paper (5 copies) as directed by the employer.mp to the employer for approval.

**Product Data and Samples.**

Product data are illustrations, standard schedule, performance charts, instruction broachers, diagrams, and other information, furnished by the contractor to illustrator describe materials or equipment's for some portion of the work.

Samples are physical examples by which contractors illustrate materials, equipment's and establish the standards by which the work will be judged.

Product data and samples are prepared by the contractor or sub-contractor as a package and include technical data from manufacturers and other information, proving that specified items meet the contract requirements. The submittal and approval process for product data and samples is the same as that for shop drawings. During construction the Consultant shall maintain a file containing a list of all approved product data and samples. At the completion of the work the bidder shall prepare in co-ordination with the contractor the actual product data and samples and submit the same to the employer.

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| **Foundation Exploration, foundation treatment** |
| Study of geological explorations carried out by the contractor.<br>Analysis of geological data by a qualified geologist and bore hole logging based on geotechnical details.<br>Suggestion of detailed treatment required, if any. |
| **Inspection, Testing and Test Reports.** |
| The Consultant shall witness the tests on behalf of employer as directed by the employer. The Consultant shall depute the suitable experienced staff for these services. Test reports are written documents prepared by the laboratories reporting on examinations performed on materials used in the construction. The test reports shall be submitted to the employer for his approval. |
| The Consultant is not authorized to issue the dispatch clearance of the inspected material if found in order as per the relevant standard or as per the requirements of the contract, but must determine it's acceptability. The employer will issue the required dispatch clearance of the respective material after review of the test reports. |
| **During Construction.** |
| **Construction Supervision and Quality Management.** |
| The Consultant shall provide the minimum services as detailed below. |
| On site Office infrastructure has to be developed by the Consultant. Unfurnished office space admeasuring about 50sq.m. (or as available at the site) will be allowed to be used on work site to the Consultant for office. The Consultant is expected to develop office infrastructure such as furniture, computers, facsimile, photocopying etc. suitable for site activities. The cost of this development is deemed to have been included in the Contract Cost. |
| Day to day supervision of all construction activities of the works &other related construction activities under the Construction contract being executed by BMC at the site, by providing the employed supervisory staff who meets the required qualification and experience criteria. |
| Certification of quantities executed by the construction contractor/s in consultation with municipal supervisory staff. The responsibility of certification of bills would rest with the Municipal Engineering staff. |
| Project planning and implementation in consultation with municipal and contractors' agencies. Coordination with the municipal and contactors' agencies on day-to-day basis so that the required progress of the project is achieved. |
| To verify the list of items and quantities of all items in the BOQ and propose modifications to the same, if necessary, for the approval of the Employer. |

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| **Quality Management.** |
| Quality assurance of works executed at site conforming to contractual and other relevant standards and it's reporting in the standard format. Also, to direct the contractors to take all necessary steps including those mentioned in the construction contract to protect the environment (on and off the site) due to construction activities/operations. |
| The Consultant shall establish and monitor the following. |
| Quality management planning and implementation procedures and requirements.<br>Quality control ensuring that work is being performed as per specifications and that work is being checked prior to its acceptance.<br>Quality assurance verifying that quality control tasks are being performed.<br>Continuous quality improvement continually pursuing improvement in the quality of the construction process.<br>The Consultant shall provide the following qualified personnel for carrying out the services for construction supervision. |
| **Time Management.** |
| To assist/advise the employer in handing over the sites/change in priority of works or activity and in establishing milestones (if any) for completion of contracts in time. |
| **Cost Management.** |
| To prepare as necessary detailed recommendations to the client for contract variations and addenda to ensure the best possible technical results are achieved with the available funds. |
| Minimize the cost by planning so that all the work are completed before time schedule and by simple &reputed testing lab equipments and technology, construction techniques and equipment and familiar quality control field tests and procedures and use of indigenous technology by the qualified engineers. |
| Guide the employer to curtail the construction period without affecting the quality of work. |
| To prepare revised estimates etc., if required and accordingly advise the client in modifying the cash flow estimate. |
| To assist and guide employer in Granting claims to any of the agency. |
| To assist and guide employer in Ordering any works/ test beyond the scope of the contract. |
| Determining rates for the extra items/extra work. |
| Any variation in the contract conditions and advice for preparation of technical proposals in consultation with municipal staff for variations. |
| Study the contract conditions/specifications and point out the employer the probable contract clauses/specifications which may lead to price implication at later stage and guide the employer in |

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| resolving the same without affecting the quality and completion schedule of the work. |
| **Contract Administration.**<br>**The consultant must have or set up a back office in Mumbai / Navi Mumbai and set up a site office in the space provided (approx. 50 sq. mtr.) at the site.** |
| **Technical Back office support**<br>Total Back office support for activities as detailed elsewhere in this document.<br>Technical inputs on the issues arising during construction and commissioning of the project as detailed elsewhere in these specifications with the help of experienced staff available in the office of the Consultancy firm. Day to day presence of the back office staff is not envisaged but they will have to attend meetings at site and other project related offices to resolve the issues. |
| Preparation of Project Monitoring Reports, bar/PERT chart preparation and updating for BMC, monthly progress reports, information and monitoring reports to BMC / Funding agency(if any), etc. The formats and periodicity will be finalized in consultation with BMC staff. Three copies of the report shall have to be submitted along with the soft copies. |
| The Consultant are expected to provide the project management software with all modules required like resource planning &finance planning etc. and suitable for use on the intranet by the Consultant as well as site staff for creation of pert network and dynamic updating of the same by the respective site staff. The staff should have separate user ids and passwords to identify the entries made in the network. The cost of this software, a server for installation of this software, a computer table, chair and full-fledged training to all the site staff shall be included in the item of this software |
| To prepare specific engineering reports including financial implications when requested by the Engineer, which shall include an analysis of the problems, encountered and proposed solutions. |
| To write a daily project dairy which shall record all events pertaining to the administration of the contracts, requests from and orders given to the contractors, and any other information which may at a later date be of assistance in resolving queries which may arise concerning the execution of the works and shall be submitted to Engineer in charge. |
| To assist the client in providing clarifications/explanations to observations, if any, made from time to time by the Auditor. |
| Follow up of Issue of drawings to contractors wherever required and approval of contractor's drawings as the case may be. |
| Technical opinion on the issues related to project works. |
| Design backup and vetting of drawings during construction for works and any other additional works, if assigned subsequently including works due to any changes |
| Support Services during Arbitration/litigation proceedings |

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| Support services on technical, matters of the Work-contract during arbitration matters/litigation, if any, shall be provided by the Consultant till expiry of Professional Liability Period. |
| **Safety Management** |
| The Consultant shall review and monitor the safety aspects during the progress of construction activity in consultation with the contractor. |
| The Consultant shall strictly adhere to the safety norms laid down by the respective statutory authority for similar type of volumetric work. |
| The Consultant shall also verify the various insurance taken out by the contractor as per the contractual provisions. |
| It will be the sole responsibility of the Consultant to review the safety provisions required to be maintained by the contractor and if any lacuna is observed the same should be informed to the employer immediately. |
| **Post Construction.** |
| **Other responsibilities** of the Consultant will be to carry out all such duties which are essential for the effective implementation of the construction contracts including but not limited to, the following: |
| To prepare; in consultation with the client a construction supervision manual defining routines and procedures to be adopted to contract management, construction supervision and administration of the contracts and a maintenance manual for defects liability period & beyond. |
| To prepare in consultation with the employer guidelines to be adopted by the employer during the defects liability period and for a further period of 5 years. |
| To prepare a detailed sectional/final completion report for each contract and complete team's final report for the project. |
| To assist and guide the employer in obtaining the special guarantees, if any, for a particular work/equipment from the contractor after completion of the work. |
| To assist the and guide the employer in taking over of completed works from the contractors in particular by preparing lists of defects to be corrected by the contractors. |
| To prepare the notice of completion of work after total completion of the work. |
| To prepare a training manual outlining the training procedures and to impart on the job training to the employer's personnel associated with the project. |
| **Actions Requiring Specific Approval of The Employer :-** |
| The Project manager will be required to obtain the specific approval of the BMC (employer) in respect of the following : |
| Approving &subletting of works |

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| Granting claims to any of the agency |
| Ordering suspension of the work |
| Determining an extension of time |
| Waving off the penalty and arranging the repayment of compensation for delay. |
| Issuing a variation order. |
| Ordering any works/ tests beyond the scope of the contract |
| Determining rates for the extra items/extra work |
| Any variation in the contract conditions. |
| Other Requirements.<br>Co-ordination with different departments.<br>Study of hydrology and preparation of reports, if required.<br>Co-ordination with department of rehabilitation, if required.<br>If the PMC fails to get the work done as per Terms of Reference then the penalty per lapse as decided by the Engineer shall be levied on PMC and shall be deducted from due payment to the PMC. |

**5.0 Mode of Payment**

**Bill of Quantity**

| Description | Qty | Unit | Estimate cost in INR | Quoted Rate as % of estimate cost * |
|---|---|---|---|---|
| PMC of Mahul SWPS for Phase I | 1 | LS | Rs. 3,38,22,330.99 | % |

***** The bidder shall quote as % above (Excess), below (less) or at par with the estimated cost as a percentage of Estimated cost.

**Payment schedule of providing services of Project Management Consultancy for actual payment as per progress of work**

| Activity | Percentage of Total cost |
|---|---|
| **SERVICES DURING PROJECT EXECUTION** | |
| As per financial progress of work contract i.e. proportionate to the certified amount of R.A. Bill for work of Mahul SWPS. | 80% |
| **Post-Construction Works** | |
| Tests on completion, commissioning & Final Acceptance Certificate | 5% |
| Verification of "As Built" drawings. | 5% |
| Certification of final bill of the contractor by BMC | 5% |
| One Year after commissioning of SWPS | 5% |

**Time allotted to complete the works:**

| Activity | Time Period |
|---|---|
| PMC Work | 30 Months (Excluding Monsoon) or till the final completion of part A work of Mahul SWPS, whichever is later |

**Note :** The time period of work is co-inciding with the time period of Part A work of contractor for Mahul SWPS. In case of extension or shifting of date for the work of Mahul SWPS, Consultant shall carry out the PMC till the completion of Part A work of Mahul SWPS at no extra cost to BMC.

# SECTION - VIII

# GENERAL CONDITIONS OF CONTRACT

## GENERAL CONDITIONS OF CONTRACT

### *1.0 GENERAL PROVISIONS*

- **Definitions**

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

- "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.
- "Contract" means this Contract between the BMC and the Consultant.
- "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof.

(d) GCC means the Condition of contract in general

(e) "Government" means the State and/or Central Government.

(f) "Party" means the BMC or the Consultant, as the case may be.

(g) "Services" means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Terms of Reference.

(h) "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 3.7 hereinafter, and

(i) "Third Party" means any person or entity other than the Government, the BMC, the Consultant or a Sub-Consultant.

(j) "BMC" means Brihanmumbai Municipal Corporation / Municipal Commissioner for Greater Mumbai for the time being holding the office and also his successors, Addl. Mun. Commissioners, / Director(E.S.&P.), Chief Engineer (SWD) and/or their appointed officers for performance of the contract.

(k) "Employer /Client" means BMC (Brihanmumbai Municipal Corporation).

(l) "Site" means land or other places where the works are to be executed or other working places as may be specifically designated by BMC.

(m) "Drawings" means, drawing referred to in the specification and /or any modifications to the drawings, approved by BMC.

(n) "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.

(o) The “Contract price” means the sum named in the bid subject to such additions there to or deduction there from as may be made under the provisions hereinafter contained.

(p) The Engineer of the contract means Chief Engineer (SWD) and /or his appointed officers for performance of the contract.

(q) "Personnel" means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government of India,; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government of India,; and ‘personnel’ means the personnel referred to in Clause GCC 4.2 (a).

(r) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.

(s) "Services" means the work to be performed by the Consultant pursuant to this Contractdescribed in Terms of Reference.

(t) Project management consultant means Consultant appointed by Employer for each section of the work.

- **Engineer's Decisions**

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before communicating his decision to the Contractor.

Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

- **Delegation**

The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

- **Communications**

All certificates, notices or instructions to be given to the Contractor by Employer/ Engineer shall be sent on the address or contact details given by the Contractor of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

- **Law Governing Contract.**

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

- **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.

- **Headings**

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

- **Notices**

All documents, Notices shall be deemed to be delivered to BMC when delivered by hand delivery to the following address.

Office of Dy. Ch. E. (M&E) SWD Projects
Brihanmumbai Municipal Corporation
131, Kalpataru (Amenity Building),
Near Kalpataru Horizon Tower,
S. K. AhireMarg, Off A .Besant Road,
Worli, Mumbai- 400 018.
Tel: + 91 22 – 24932371 / 73
E-mail: dyche01mne.swd@mcgm.gov.in

- **Location**

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

- **Authorized Representatives**.

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed;

On behalf of BMC by Chief Engineer (S.W.D.) or representative appointed by him

On behalf of the Consultant(s) by his/their designated representative.

- **Income Tax**

The Consultant and the Personnel shall pay the Indian Income taxes, levied under the Applicable Law and the BMC 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.

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

### 2.1 Effectiveness of Contract.

This Contract shall come into force and effect on the date (the 'Effective Date"), on which the Acceptance Letter is issued.

### 2.2 Commencement of Services.

The Consultant shall begin carrying out the Services on such date as the Parties may agree in writing.

### 2.3 Expiration of Contract.

Unless terminated earlier pursuant to Clause 2.7 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. This contract shall automatically expire at the end of contract period unless extended expressly by both the parties in writing. In case the services have been rendered to mutual satisfaction by both the parties and necessary payments are made, the contract shall automatically expire even if the contract period is not over.

**Modification**

Modifications of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

**2.5 Force Majeure**

**a) 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 includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b) Force Majeure shall not include

3 any event which is caused by the negligence or intentional action of a Party or such Party's Consultant or agents or employees, nor

4 any event which a diligent Party could reasonably have been expected to both.

5 take into account at the time of the conclusion of this Contract, and

6 avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder;

**No Breach of Contract**.

The failure of a Party to fulfil 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.

**Measures to be Taken**

- 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.
- 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.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**2.6 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, 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.

**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.

**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.

**Termination**

If the Consultants fails to render timely services on or before the specified deadlines (as mutually agreed by both parties) and such delay is solely attributable to the Consultants without prejudice to any other right on remedy of BMC on account of such delay the Consultants shall pay penalty as specified in Clause 8, the Consultancy services shall be terminated if the penalty is more than 10% in case of Part-I and in case Part-II,if the penalty is more than 10 %, then strict disciplinary action may be termination or any other action may be taken against the Consultants.

**2.6 Contract Document**

The documents forming the contract are to be taken as mutually explanatory of one another. Unless otherwise provided in the contract, the priority of the documents forming the contract shall be, as follows:

1) Contract Agreement (if completed)
2) The letter of Acceptance
3) The Bid:
4) Addendum to Bid; if any
5) Tender Document
6) The Bill of Quantities:
7) The Specification:
8) Detailed Engineering Drawings
9) Standard General Conditions of Contracts (GCC)
10) All correspondence documents between bidder/contractor and BMC.

**2.7.1 By BMC**

The BMC 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 (f) of this Clause 2.7.1, terminate this Contract:

a) if the Consultant fails 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 becomes insolvent or bankrupt or enter into any agreement 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 fails to comply with any final decision reached as a result of amicable settlement pursuant to Clause 9.1 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 BMC, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) 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 forty-five (45) 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 approved in writing ) following the receipt by the Client of the Consultant notice specifying such breach.

c) 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

d) if the Client fails to comply with any final decision reached as a result of amicable settlement

e) pursuant to Clause 9.1hereof.

**2.7.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2 hereof, the BMC shall make the payments to the Consultant for Services satisfactorily performed prior to the effective date of termination.

## 3.0 OBLIGATIONS OF THE CONSULTANT

**a) General**

**b) Standard 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 by international professional bodies, 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 advisers to the BMC, and shall at all times support and safeguard the BMC's legitimate interests in any dealings with Sub-Consultant or Third Parties.

**c) 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.

The consultant has to follow CVC guidelines wherever applicable.

**3.2 Conflict of Interests**

**a) Consultant Not to benefit from Commissions, Discounts etc.**

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant' 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.

**b) 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.

**c) 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 two (2) 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 the BMC.

**3.4 Liability of the Consultant**

The Consultant shall be liable to BMC for the performance of the Services in accordance with the provisions of this contract and for any loss suffered by the Client as a result of a default of the Consultant in such performance, limited to the contract price and subject to the following:

3.4.1 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

3.4.2 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.

3.4.3 An Indemnity bond to that effect shall be submitted.

3.4.4 Indemnification of the Client by the Consultant

The Consultant shall keep the BMC, 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. The amount of

indemnification is limited to the Consultancy Contract Cost.The successful Consultants/bidder shall submit an Indemnity Bond to the client for the same.

3.4.5 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 BMC, insurance, set forth below, and at the BMC's request, shall provide evidence that such insurance has been taken out and maintained and that the current premiums have been paid. The insurance policies are required to be obtained from the Directorate of Insurance, Maharashtra state.

**3.5 PROFESSIONAL LIABILITY INSURANCE**

Professional liability insurance, with a minimum coverage equal to the Contract price. Professional liability insurance shall cover the claims arising out of losses and/or damages during the period of insurance first made in writing against the Insured during the Policy Period and Insured is indemnified in accordance with Operation Clause for any breach of Professional duty by reason of any negligent act, error or omission, whenever and wherever committed or alleged to have been committed during the period of insurance and the deliberate non-compliance with technical standards commonly observed in professional practice, laid down by law, or regulated by official bodies. The insurance shall be in force covering the contact period and thereafter for one year.

**3.6 THIRD PARTY INSURANCE**

The successful Consultant shall, in the joint names of the successful Consultant, the commissioner and the Engineer, insure against all damage or injury occurring before all the works have been taken over to any person or to any property (other than property forming part of the works) due to or arising out of the execution of the works or during the travel to the site. Such insurance shall be effected for an amount for Rs.1,00,000.00 per occurrence from the date of commencement till completion of the contract and the successful Consultant shall from time to time when so required by the Engineer produce the policy and the receipt for the premium.

Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant or their Personnel or any Sub-Consultants or their Personnel for the period of consultancy in accordance with applicable law.

**3.7 <u>Consultant's Actions Requiring BMC's Prior Approval</u>**

The Consultant shall obtain the BMC's prior approval in writing before taking any of the following actions:

i. appointing Personnel to carry out any part of the Services, including the terms and conditions of such appointment.

ii. entering into a subcontract for the performance of any part of the Services, it being understood

iii. that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the BMC prior to the execution of the subcontract, and

iv. that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract.

v. BMC is not liable to pay any payment to the sub-Consultant/Sub-Contractor appointed by Consultant.

**3.8 Reporting Obligations**

The Consultant shall submit to the BMC 6 copies of monthly progress reports, the format for which shall be given by BMC. The other deliverables shall be submitted in three (hard) copies along-with editable soft copy to BMC.

**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 BMC and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the BMC, 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 BMC.

**3.10 Drawings**

The consultant shall issue construction drawings and vet As built drawings of the work submitted by works contractor.

**4.0 CONSULTANT's PERSONNEL**

**4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services (as defined in TOR clause 3.0) following the provisions under 3.7 above.

**4.2 Description of Personnel**

1 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 as described in the offer.

2 If additional work is required beyond the scope of the Services specified in Terms of Reference, the estimated periods of engagement of Personnel set forth may be increased by agreement in writing between the BMC and the Consultant provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth for the scope of this Contract.

**4.3 Agreed Personnel**

The Consultant hereby agrees 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 Removals and/or Replacement of Personnel**

1 Except as the BMC 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, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications subject to prior approval from BMC.

2 If the BMC,finds that any of the Personnel has committed serious misconduct or has been charges with having committed a criminal action, or 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.

3 The removal and /or replacement under (a) & (b) above shall have no cost implications on BMC and the consultant shall be vicariously responsible.

4 The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.

5 The Consultant's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.

6 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

7 The Consultant shall not employ any retired Gazetted officer who has worked in the Engineering Department of the BMC /State Government and has either not completed two years after the date of retirement or has not obtained BMC/State Government's permission to employment with the Consultant.

Note :- Any change in key staff will attract a penalty of Rs. 2,00,000/- each per occurrence.

However, the bidder has to replace the key personnel with equivalent or better qualification and experience. The decision for replacement shall be with the prior approval of the Employer.

## 5.0 OBLIGATIONS OF THE CLIENT

### 5.1 Assistance and Exemptions

The BMC shall provide the Consultant, Sub-Consultant and Personnel with all such assistance as shall be necessary to enable the Consultant, Sub- Consultant or Personnel to perform the services.

### 6. Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law 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 as applicable.

### 7. Payment

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

**PAYMENTS TO THE CONSULTANT**

An all-inclusive cost of all services shall be payable in Indian Rupees. The modalities of making payments are set forth in Terms of Reference. No additional cost will be payable to consultant for extra/ excess work if any arises in concerned with the Mahul SWPS. **Also No price variation / escalation is allowed for this contract.**

## 8. FAIRNESS AND GOOD FAITH

### 8.1 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.

8.2 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 no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

### 8.3. GST

The tenderer shall quote inclusive of all taxes other than GST (Excluding GST), Levies Duties Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input Tax Credit of GST as available with the bidder will not be claim separately by BMC. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the BMC by way of equivalent reduction in quoted price.

As per the GST notification No.9/2017 and No.12/2017 both dated 28.06.2017, the work of project management consultancy being rendered to BMC is under Twelfth Schedule of Article 243(w) of the constitution, which is a 'pure service' and hence is exempted from GST. Hence, Estimated cost is calculated considering 0% GST. The Goods and Service tax shall be reimbursed at actual, if applicable in future as per Govt. notifications. then the same will be applicable as per the various circulars of BMC in force.

### 8.4 Other Taxes

The BMC shall not reimburse any other taxes & duties, such as customs, excise etc. levied by Govt. 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 project.

## 9. PENLATY 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 BMC on account of such delay, the Consultant shall pay penalty at the rate of 1 % per week or part thereof of total part –I contract cost upto maximum 10 % of part –I contract cost andatthe rate of 0.5 % per week or part thereof of total part-II contract cost upto maximum 10 % of the part-II contract cost.

## 10. SETTLEMENT OF DISPUTES

**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 arising out of or in connection with this contract shall be governed by Arbitration and Conciliation Act, 1996 amended in October 2015.

The seat of arbitration shall be Mumbai. The language of the arbitration shall be English. The law governing the contract shall be laws of India.

The arbitration proceedings shall be in accordance with the latest amendment of Indian Arbitration & Conciliation Act.

**11. Provisional Sum**

Not Used

12. **No interest for delayed payments due to disputes, etc.:**

It is agreed that the Brihanmumbai Municipal Corporation or its Engineer or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its Engineer's or Officer's hands owing to any disputes or difference or claim or misunderstanding between the Brihanmumbai Municipal Corporation or its Engineer or Officer on the one hand and the Contractor on the other, or with respect to any delay on the part of Brihanmumbai Municipal Corporation or its Engineer or Officers in making periodical or final payments or any other respect whatever.

# SECTION IX

# FRAUD

# AND

# CORRUPT PRACTICES

## FRAUD AND CORRUPT PRACTICES

1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

2. Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3. For the purposes of this Clause , the following terms shall have the meaning hereinafter• respectively assigned to them:

**A.** "**corrupt practice**" means

the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

or save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial

or technical adviser of the Authority in relation to any matter concerning the Project; **B. "fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

**C. "coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

**D. "undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflictof Interest; and

**E. "Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**F.** If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executingthe Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

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

For the purposes of this Sub-Clause:

i. "corrupt practice" is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Financer staff and employees of other organizations taking or reviewing procurement decisions.

iii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

iv. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

v. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

vi. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

vii. acts intended to materially impede the exercise of the Financer’s inspection and audit rights provided .

viii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

ix. ‘parties’ refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

x. a “party” refers to a participant in the procurement process or contract execution.

# SECTION X

# LIST OF APPROVED BANKS

**LIST OF APPROVED BANKS**

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

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

**List of approved Banks:-(Please refer Circular no. CA/FBK/241 dtd. 27.09.2019 – Bank List and CA/FBK/303 dt. 17.03.2018 regarding IDBI bank BG not accepted)**

| | |
|---|---|
| **A** | **S.B.I and its Subsidary Banks** |
| 1 | State Bank of India |
| 2. | ~~State Bank of Bikaner & Jaipur~~ |
| 3 | ~~State Bank Of Hyderabad~~. |
| 4 | ~~State Bank Of Mysore~~ |
| 5 | ~~State Bank Of Patiala~~ |
| 6 | ~~State Bank Of Saurashtra~~ |
| 7 | ~~State Bank Of Travankore~~ |
| **B** | **Nationalized Banks** |
| 8 | Allahabad Bank. |
| 9 | Andhra Bank |
| 10 | Bank Of Baroda. |
| 11 | Bank Of India. |
| 12 | Bank Of Maharashtra. |
| 13 | Central Bank Of India |
| 14 | Dena Bank. |
| 15 | Indian Bank. |
| 16 | Indian Overseas Bank. |
| 17 | Oriental Bank Of Commerce. |

| | |
|---|---|
| 18 | Punjab National Bank. |
| 19 | Punjab & Sindh Bank. |
| 20 | Syndicate Bank. |
| 21 | Union Bank Of India. |
| 22 | United Bank Of India. |
| 23 | UCO Bank |
| 24 | Vijaya Bank |
| 24A | Corporation Bank. |
| **C** | **Scheduled Commercial 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 | KarurVysya Bank Ltd. |
| 40 | Laxmi Vilas Bank Ltd. |
| 41 | Nedugundi Bank Ltd |
| 42 | Ratankar Bank |
| 43 | Sangli Bank |
| 44 | South Indian Bank Ltd |
| 45 | S.B.I Corporation & Intl Bank Ltd |
| 46 | Tamilnadu Mercantile Bank Ltd. |
| 47 | United Western Bank Ltd |
| 48 | Vysya Bank Ltd. |

| D | **Schedule Urban Co-Op Banks** |
|---|---|
| 49 | Abhyudaya Co-op Bank Ltd |
| 50 | Bassein Catholic Co-op Bank Ltd. |
| 51 | Bharat Co-op Bank Ltd. |
| 52 | Bombay Mercantile Co-op Bank Ltd. |
| 53 | Cosmos Co-op Bank Ltd. |
| 54 | Greater Mumbai Co-op Bank Ltd |
| 55 | JanataSahakari Bank Ltd |
| 56 | Mumbai District Central Co-op Bank Ltd |
| 57 | Maharashtra State Co-op Bank Ltd. |
| 58 | New India Co-op Bank Ltd |
| 59 | North CanaraG.S.B. Co-op Bank Ltd. |
| 60 | Rupee Co-op Bank Ltd. |
| 61 | Sangli Urban Co-op Bank Ltd. |
| 62 | Saraswat Co-op Bank Ltd |
| 63 | ShamraoVithal Co-op Bank Ltd. |
| 64 | Mahanagar Co-op Bank Ltd. |
| 65 | Citizen Bank Ltd. |
| 66 | Yes Bank Ltd |
| **E** | **Foreign Banks** |
| 67 | ABM AMRO (N.Y.) Bank |
| 68 | American Express Bank Ltd. |
| 69 | ANZGrindlays Bank Ltd. |
| 70 | Bank Of America N.T. & S.A. |
| 71 | Bank Of Tokyo Ltd. |
| 72 | Bankindosuez |
| 73 | BanqueNationale de Paris |
| 74 | Barclays bank. |
| 75 | City Bank N.A |
| 76 | Hongkong& Shanghai banking Corporation. |
| 77 | Mitsui Taiyokbe Bank Ltd. |
| 78 | Standard Chartered Bank. |
| 79 | Cho Hung Bank. |

**SECTION –XI**

**FORMS**

**&**

**ANNEXURES**

## FORM OF TENDER

To,

The Brihanmumbai Municipal Corporation

Sir,

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

……

i) Notice inviting tender.

ii) Directions to tenderers (General and special)

iii) General condition of contract for Civil Works of the Brihanmumbai Municipal Corporationas amended up to date.

iv) Drawings, if any

v) Specifications.

vi) Special Conditions

vii) Annexures

viii) Bill of Quantities and Rates.

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

……

Referred to in the specifications and schedule to the accompanying form of contract of the

rates entered in the schedule of rates sent herewith and signed by me/us" (strike out the portions which are not applicable).

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

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

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

3. According to your requirements for payment of Earnest Money amounting toRs._____
(Rs……

……
…….....-in words)
I/We have deposited the amount through online payment gateways with the C.E. of the Corporation not to bear interest.

4. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of the Standing Committee or Education Committee of the Corporation, as maybe requiredunderthe Mumbai Municipal Corporation Act, not to accept this tender.(Subject to condition 5below).

5. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

6. I/We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if.

. I/We fail to keep the tender open as aforesaid.

. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.

I/we do not commence the work on or before the date specified by the Engineer in his work order.

7. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

8. I/We further agree that, I/we shall register ourselves as 'Employer' with the Bombay Iron and Steel Labour Board' and fulfill all the obligatory provisions of Maharashtra Mathadi, Hamal and other Manual workers (Regulation of Employment and Welfare) Act 1969 and the Bombay Iron and Steel unprotected workers Scheme 1970.

9. "I/We…….…….. have failed in the accompanying tender with full knowledge of liabilities and, therefore, we will not raise any objection or dispute in any manner relating to any action, including forfeiture of deposit and blacklisting, for giving any information, which is found to be incorrect and against the instructions and directions given in this tender.

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

Address Yours faithfully,

…….

……..……

Digital Signature of the Tenderer or the Firm

1…….....

2……

3……

4……

5……

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

1. A/c No.

2. Name of Bank

3. Name of Branch

4. Vendor No.

5.

## Financial Bid-Form 'B'

**Subject:** Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan Land in F/North ward.

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

I/We have received, read and am/are agreeable to the content of page no. ____ to page no _____ including the Price Schedules while quoting the rates offered. I/We have considered the contents of the documents contained in the above-mentioned pages and into thereof, I/We have signed the documents.

Name and Title of Signatory:

Name of Tenderer(s):

Address:

E-Mail Address of the firm:

Telephone numbers:

**Signature of authorized**

**Person of concern/company**

**Name of concern/company and seal**

(A separate sheet must be filled, scanned and uploaded in packet B along with e- tendering)

**AGREEMENT FORM**

Tender:

Dated..... 20…

Standing Committee/Education Committee Resolution No

CONTRACT FOR THE WORKS "_____".

This agreement made this____day of _____ Two thousand Twenty-Five

Between

Mr. _____in habitants of Mumbai, carrying on business at _____under the style and name of M/s._____Here in after called "the contractor of the one part"

And

Shri. _____, DMC (Infra) (Hereinafter called "The Commissioner" in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of DMC (Infra) of the second part

And

The BRIHANMUMBAI MUNICIPAL CORPORATION (Hereinafter called "the Corporation") of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his ten-der has been accepted by the Commissioner (with the approval of the Standing Committee /Education Committee of the Corporation.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works here in after referred to:-

2. The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.

a. The letter of Acceptance
b. The Bid:

c. Addendum to Bid, if any
d. TenderDocument
e. The Schedule of Prices/ Bill of Quantity
f. The Specification:
g. Detailed Engineering Drawings
h. Standard General Conditions of Contracts (GCC)
i. All correspondence documents between bidder and BMC

3. In consideration of the payments to be made by the Commissioner to the contractor as herein after mentioned the contractor hereby covenants with the Commissioner to construct, complete and maintain the works in conformity in all respects with the provision of the contract.

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

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

Signed, Sealed and delivered by the Contractors

M/s.

Address

Trading under the name and style of

In Presence of

Full Name:

Address: Signature

Full Name:

Address: Signature

Signed by the DMC (Infra)

DMC (Infra

In the presence of

……

……

The Common Seal of the Brihanmumbai Municipal Corporation was hereunto affixed on the

…….20

in the presence of two members of The Standing Committee

1.

2.

And in the presence of the Municipal Secretary Municipal Secretary

**Annexure A**

Information regarding status of Bidders

| | | | |
|---|---|---|---|
| 1. | (a)<br>If it is a partnership concern, please furnish name of each partner and Notary certified copy of the Partnership Deed<br>Or<br>(b) In case of company, please furnish the documentary proof to show that the company is registered, Copy of Memorandum and articles of Association of the Company. | : | |
| 2. | Tenderer's address and Telephone No. | : | |
| 3 | Email address : | : | |
| 4 | GST number and PAN number | : | |
| 5 | Vendor number and class Registration in BMC details | | |

**Signature of authorized**

**Person of concern/company**

**Name of concern/company and seal**

**Annexure –B**

**(On Rs. 500/- Stamp Paper)**

**DECL ARATION REGARDING LITIGATION& ARBITRATION HISTORY**

Bid No-

Undertaking for the tender of contract for the work of _____

I,_____ , Proprietor /Partner/Director of M/s….....resident at ……. do hereby declared and undertake as under,

I or my company M/s._____have not been charged with any prohibitory and / or penal action such as banning/blacklisting for specific time or permanent / deregistration or any other action under the law by any government and / or Semi Government and / or Government undertaking either in their individual capacity or the JV firm in which I was member.

I or my company M/s. _____have not been framed for any kind of litigation and we do not have any kind of arbitration history against us.

**Signature of authorized**

**Person of concern/company**

**Name of concern/company and seal**

**Annexure- C**

**PRE-CONTRACT INTEGRITY PACT**

(On Rs. 500/- Stamp Paper)

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

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

data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
9. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:
   1. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
   2. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
   3. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
   4. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**Signature of authorized**

**Person of concern/company**

**Name of concern/company and seal**

**Annexure- D**

(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 nochange in the contents of the certificates that are submitted at the time of registration.

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

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

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

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

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

**Signature of authorized**

**Person of concern/company**

**Name of concern/company and seal**

**Annexure-E (Not applicable)**

**Irrevocable Undertaking**

(On Rs.500 Stamp paper duly notarized by notary with red seal and registration number)

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

1. I/We shall comply with and fulfill all terms, conditions, specifications and obligations as stipulated in tender documents and subsequent documents related to tender and work order, without fail.
2. I/We shall not withdraw or revoke this undertaking during the contract period. In case of failure to comply with any of the tender conditions, the BMC shall have absolute right to initiate appropriate action.
3. I/We say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices.
4. I/We further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC 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.
5. I/We 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.
6. If I/We fail to compliance with the provisions of the GST Act, I shall be liable for penalty/ punishment or both as per the provisions of GST Act.

Whatever has been stated here I 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.**

# SECTION –XII

# PROFORMAS &

# SCHEDULE

**PROFORMAS:**

**PROFORMA- I**

**The list of similar works as stated in Eligibility Criteria, Section 2, during last seven years.**

| Sr.No. | Name of Project | Name of Employer | Stipulated date of completion | Actual Date of Completion | Actual Cost of work done |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

**NOTE:**

i) Scanned Attested copies of completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.

ii) Works shall be grouped financial year-wise.

**PROFORMA- II**

Yearly turnover of the firm during the last three years.

| Sr. No. | Financial year | Annual Turnover (Rs.) | Updatedvaluetocurrent year (Rs.) | Average oflast 3 years | Page No. |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| Total | | | | | |

**Note:** the above figures shall tally with the audited balance sheets uploaded by the tenderes duly certified by chartered Accountant

**PROFORMA- III to VI:** Deleted

**PROFORMA- VII**

Bidder shall submit details of litigation history (Proforma VII) in Packet B as per circular no. MGC/F/6565 dtd. 25.09.2018. Proforma VII is as below:

| Other party/ parties | Employer | Cause of Dispute | Amount involved | Remarks showing present status |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |
| | | | | |
| | | | | |

## SCHEDULE OF EXPERIENCE DETAILS

**Key Staff details**

| Sr. No. | **Position** | **Name of the person proposed** | **Permanent staff for 2 years** (yes/no) | **Qualification** | **Experience** | **Task Assigned** |
|---|---|---|---|---|---|---|
| 1 | Project Manager | | | | | |
| 2 | Dy. Project Manager | | | | | |
| 3 | Resident Engineer | | | | | |
| 4 | Mechanical Engineer | | | | | |
| 5 | Electrical Engineer | | | | | |
| 6 | Instrumentation Engineer | | | | | |
| 7 | Civil Engineer | | | | | |
| 8 | Construction Supervisor | | | | | |
| 9 | Safety Expert | | | | | |

Note: Successful bidder shall submit Curriculum Vitae (CV) for proposed Key staff as per prescribed format to office

**Support Staff**

| Position | Name of the person proposed | Qualification | Experience | Task Assigned |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Signature of authorized signatory**

**Curriculum Vitae (CV) for proposed Key staff**

**1. General**

| | |
|---|---|
| **Position Title and No.** | [e.g., Project Manager [***Note****: Only one candidate shall be nominated to each position.*] |
| **Name of Key Expert** | [Insert full name] |
| **Date of Birth** | [*day/month/year*] |
| **Nationality** | |
| **Country of Citizenship/Residence** | |

**2. Education:**

[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

**3. Employment record relevant to the assignment:**

[*Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.*]

| **Period** | **Employing organization and your title/position. Contact information for references*** | **Country** | **Summary of activities performed relevant to the Assignment** |
|---|---|---|---|
| | | | |

*Contact information for references is required only for assignments during the last 3 years.

**4. Membership in Professional Associations and Publications:**_____

_____

**5. Language Skills:**

(Indicate only Language in which you are proficient)**:**_____

**6. Adequacy for the Assignment:**

Detailed Tasks Assigned on Bidder's Team of Experts:

Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

**7. Certification:**

I, the undersigned, certify to the best of my knowledge and belief that:

i. This CV correctly describes my qualifications and my experience;
ii. In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Expert Schedule in Form TECH-7 provided the team mobilization takes place within the validity of this proposal or any agreed extension thereof;
iii. I am committed to undertake the assignment within the validity of Proposal;
iv. I am not part of the team who wrote the terms of reference for this consulting services assignment;

I understand that any misstatement described herein may lead to my disqualification or dismissal, if engaged.

**Date:** ***Day/Month/Year***

**[*Signature of Key Expert or authorized signatory of the firm*]**

Full name of Key Expert/ authorized signatory:

(Above Clarification must be signed by the Key Expert who is not permanent employee of the bidding firm.)