

# **BRIHANMUMBAI MUNICIPAL CORPORATION**

## **SEWERAGE PROJECT DEPARTMENT**



**Appointment of Consultant for preparation of D.P.R. for ingress detection, interception & diversion of DWF (Sewage/sludge) work and stopping of sewage ingress in Powai lake, in 'S' ward, Mumbai.**

**Department of**  
**CHIEF ENGINEER,**  
**(SEWERAGE PROJECT)**  
**MUNICIPAL CORPORATION OF GREATER MUMBAI,**  
**2ND FLOOR, ENGINEERING HUB BUILDING,**  
**DR.E.MOSES ROAD, WORLI**  
**MUMBAI – 400 018.**

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**Subject:** Appointment of Consultant for preparation of D.P.R. for ingress detection, interception & diversion of DWF (Sewage/sludge) work and stopping of sewage ingress in Powai lake, in 'S' ward, Mumbai.

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**SECTION - I**  
**e -TENDER NOTICE**

# BRIHANMUMBAI MUNICIPAL CORPORATION

No.Dy. Ch.E. / SP / 2961 /P&D/e-tender no.06 /Notice no. 05 dated 13.07.2022

## e-TENDER NOTICE

1. The Brihanmumbai Municipal Corporation invites the online E-Tender for "Appointment of Consultant for preparation of D.P.R. for ingress detection, interception & diversion of DWF (Sewage/sludge) work and stopping of sewage ingress in Powai lake, in 'S' ward, Mumbai" in three packets system on Quality Cum Cost Based Selection (QCBS) on 80:20 basis. The tender copy can be downloaded from BMC's portal. (<http://www.mcgm.gov.in>) under 'e procurement' section.

2. **Minimum Qualifying Criteria:**

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

The Consultancy firms shall be in existence for last 10 years. '(Authorized change in name & style shall be considered)' and should be registered under Indian Companies Act, 2013. (Certificate of Incorporation and PAN Card must be furnished with technical proposal).

The Consultancy firms shall have valid ISO-9001-2015 Certification on the date of submission of the bids.

### **Financial Capabilities**

**F-1.** The firm shall have average financial turnover of **Rs. 10 Crore** in the last three Financial years (2019-20 to 2021-22). Weightage of 10% per annum shall be given for the turnover for the years preceding 2021-22.

### **Technical Capabilities**

**T-1.** The Consultancy firm must have carried out within last 10 years as a single entity the work of preparation of DPR/ carried out PMC for Dry

Weather Flow diversion from SWD/ Nallahs/ Water bodies-

a. One work involving **5 MLD (Cumulative)**flow diversion capacity

**OR**

b. Two works involving **3 MLD (Cumulative)**flow diversion capacity

**OR**

c. Three works involving **2 MLD (Cumulative)** flow diversion capacity

**AND**

**T-2.** Must have carried out within last 10 years as a single entity the work of preparation of DPR/ Carried out PMC for membrane based **packaged sewage treatment plant** with recycle/ reuse levels of treatment with minimum **5 MLD capacity**

**AND**

**T-3.** Must have carried out, in the last Ten (10) years, as a single entity, the work of preparation of DPR/ carried out PMC for at least one Project of pollution abatement/ rejuvenation/rehabilitation of at least one water body (river/ lake) in urban areas covering at least **1SqKm area** or **3 km length** and over all rejuvenation of minimum **3 numbers of water bodies**

3. The bidder shall upload copies of financial documents (Audited balance sheets) for last 3 financial years (2019-20 to 2021-22).

The bids shall be evaluated on **Quality Cum Cost Based Selection (QCBS)** with **80% weightage to quality and 20% weightage to cost.**

Joint ventures 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.

Interested bidder may obtain further information in the office of the -

**Dy Chief Engineer (SP) P&D.**

**2ND FLOOR, ENGINEERING HUB BUILDING,**

**DR.E.MOSES ROAD, WORLI**

**MUMBAI – 400 018.**

4. All interested bidder, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-tendering process, Login Credentials to participate in the online tendering process on the above mentioned portal under "e- procurement".
5. 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.
6. e-Tender document price shall be paid through online payment gateway before downloading the tender documents. The e-Tender fee is not refundable.

The tender documents may be downloaded by clicking the links "Folder" in "BMC Documents", which includes the tender documents along with other relevant documents.

**7. Submission of Tenders : Bid no. 7200033891**

e – Tender	Name of the Work	Earnest Money Deposit	e-Quotation / e-Tender Document Price per copy	Contract period
No.Dy. Ch.E./ SP/ 2961 /P&D/e-tender no.06 /Notice no. 05 dated 13.07.2022	Appointment of Consultant for preparation of D.P.R. for ingress detection, interception & diversion of DWF (Sewage/sludge) work and stopping of sewage ingress in Powai lake, in 'S' ward, Mumbai	Rs.67,900.00 /-	Rs. 8,850/ (Rs.7500 (0.11% of Est. cost)+ 18% GST).	6 months (Inclusive of Monsoon) for preparation of final DPR-Tender, bid evaluation) + Time period for PMC work

8. Bidders are required to pay the above said EMD online. Payment by Bank cheque, Demand Draft or in any other form will not be accepted. The scanned copy of receipt of online payment of E.M.D. shall be uploaded by the tenderer(s) in Packet 'A'
9. The e-Tenderers should upload scanned digitally signed copy of the original registration certificate to get registered with BMC for e-tendering process, login credentials to participate in the online tendering process before purchasing / uploading / Submitting the e-tender copy. The e-tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packets A, B and C of the e-tenders will be opened in the office of Dy.Ch.E. (SP) P&D as per the time-table shown in the Header Data. The dates and time for uploading the e-Tender & opening of the e-Tenders are as under:

Sale of e-tender starts from	Last Date & Time of Sale	Last Date of e-Tender submission	Opening of packets of e-Tender		
			e- Packet'A'	e- Packet'B'	e- Packet'C'
From 15/07/2022 11:00 Hrs	26/07/ 2022 Upto 14:00 Hrs	26/07/2022 Upto 16:00 Hrs	28/07/2022 after 15:00Hrs	28/07/2022 after 16:00Hrs	18/08/2022 after 15:00Hrs

Other details can be seen in e-tender document. The dates and time for submission and opening the e-tenders are as shown in the Header data, if there are any changes in the dates the same will be displayed on the BMC Portal:

<http://portal.mcgm.gov.in>

**Sd/-**

**Dy.Chief Engineer  
(Sewerage Project) P&D**

**SECTION-II**  
**SPECIAL INSTRUCTIONS TO BIDDERS**  
**for e-Tendering**



## **SPECIAL INSTRUCTIONS TO BIDDERS for e-Tendering**

1. The e-Tendering process of BMC is enabled through its Portal “<http://www.mcgm.gov.in>”
2. All the tender notices including e-Tender notices will be published under the ‘e-Tenders’ section of BMC Portal.
3. All the information documents are published under the ‘e-Procurement’ section of BMC Portal.
4. All interested bidders are required to be registered with BMC for e-Tendering process. Bidders not registered with BMC can apply online by clicking the link ‘Vendor Registration’ under the ‘e-Procurement’ section of BMC Portal. Bidders already registered with BMC need to contact helpdesk to extend their registration to e-Tendering process.

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

### **I. Transfer from R3 (Registered Bidders with BMC) to SRM**

- a) Bidders already registered with BMC will approach to Vendor Transfer cell.
- b) Submit his details such as (name, vendor code ,address, registered Email ID, pan card etc.) to Vendor transfer cell
- c) BMC authority for Vendor Transfer transfers the Vendor to SRM Application from R3 system to SRM system.
- d) Transferred Vendor receives User ID creation link on his supplied e-mail ID.
- e) Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

### **II. Online Self Registration (Temporary registration for bidders not registered with BMC)**

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

5. No manual offers sent by Post/Fax or in person shall be accepted against e-tenders even if these are submitted on the firm's letterhead and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
6. Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the bid document as well as confirmation of the bid offered by the bidder which shall include acceptance of special directions/terms and conditions incorporated, if any.
7. All the documents and data submitted by bidder online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the bidders willing to participate in e-Tendering to procure digital signature certificate of class-2/class-3 and 'Company' Type.
8. Digital Signature Certificates: Bidders can procure digital signature certificate from any of the certifying authorities (CA) in India.
9. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
10. In order to participate in an e-Tender, the registered bidders need to follow the steps given below.
  - a) Open the e-Tendering application by clicking the link available in 'e-Tendering' section of BMC Portal.
  - b) Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Please note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.
  - c) Login to the application with your credentials and follow the instructions given in the document 'User Manual for Vendors–Bidding Process' which is available in the 'e-Procurement' section of BMC Portal.
  - d) Make payment of tender fee online and the same can be done by accessing 'Pay Tender Fees' option. By this one will be able to pay Tender fee through Payment Gateway. If the transaction is successful the bidder can register his interest to participate. Without Registration one cannot quote for the Bid/Tender. Download all the documents by clicking the links Folder "BMC's Documents", which includes the bid documents along with other relevant information documents.

- e) Pay EMD as per the instructions given in the Tender Notice and/or Bid Document and scan & upload the receipt of online payment of E.M.D.
  - f) Upload the tender (bid) documents as specified in the Sr.No. 13 below of this document, in the same folder named "Bidder's Documents". System will prompt for digital signature certificate while uploading these documents.
  - g) The bidder shall download the technical schedules, tender form, deviation schedule & other documents where the information is to be filled in, take out the print, fill up the required information and sign, scan the schedules and upload the same in the folder named "Bidder's Documents".
  - h) Download all the documents uploaded by bidder to verify/ensure that the documents are uploaded properly.
  - i) Submit the Commercial bid (Packet C) by filling in the values on the screen. All the inputs given on this screen need to be digitally signed and saved.
  - j) The technical bid (Packet B) and commercial bid (Packet C) shall be submitted online on and before the date and time mentioned for submission of bids. If not uploaded, the bidder will be disqualified from the bidding process.
  - k) The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version. Bid creator (BMC) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.
  - l) Ensure that your bid is submitted by verifying the 'Bid Status' of the bid in the initial bids listing screen as 'Bid submitted'.
- 11.** Bidders are requested to submit and upload the e-tenders in time on or before the stipulated day so as to avoid rush at the closing hours. BMC will not be responsible for poor connectivity of network/internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator (BMC) within stipulated time limit, BMC shall not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by Bidders or sent to Bidders, if not received or bounced back at the receiving end due to any problem in server or connectivity, BMC shall not be held responsible.
- Intimations about any additional documents will be informed to Bidders by e-mail on their mail ID. The bidders should also send information in reply e-mail followed by hard copy to respective office where the bid is being scrutinized.

In case of any difficulties faced while uploading data by the bidder in online process, it should be referred to e-mail ID's given on BMC Portal, under e-tendering tab.

- 12.** It is the responsibility of the bidders to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Bidders should scan all the documents before uploading the same.

- 13.** Following documents shall be uploaded by the bidders in the folder named "Bidders Documents" in the online e-Tender.

**(I)** The **e-Packet 'A'** shall contain the following-

- 1) Scanned copy of receipt of online payment of the E.M.D
- 2) Scanned copy of Valid Registration Certificate (Company Registration)
- 3) In case of Indian bidders scanned copy of GST Registration Certificate is mandatory.
- 4) In case of Indian bidders scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- 5) Scanned copy of latest Partnership Deed, in case of Partnership firms.
- 6) Scanned copy of duly registered Power of Attorney, wherever applicable.
- 7) Valid e-Mail ID's of the bidders.
- 8) Scanned copy of ISO-9001-2015 Certification

**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 e-tenderer has not submitted required curable documents in Packet "A" then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made through e- mail within a time period of **three working days** (as

specified through e-mail) otherwise tenderer will be treated as non-responsive.

**(II) Thee-Packet “B” shall contain the copies of following documents –**

- 1) The bidder shall disclose the litigation history in Packet ‘B’ under the head “Details of Litigation History”.

If there is no Litigation History, the bidder shall specifically mention that there is no Litigation History against him as per the clause of Litigation History. In case there is Litigation History –

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

- 2) Complete Technical Proposals- Standard Forms as per Section VI.

Bidders may note that Municipal Commissioner shall reject the bid if the bidder submits the conditional tender, stipulates hedging condition/own conditions and also stipulates the validity period less than what is stated in the tender.

If it is found that the e-tenderer has not submitted required curable documents in Packet “A” then, the shortfalls will be communicated to the

tenderer through e-mail only and compliance required to be made through e-mail within a time period of **three working days** (as specified through e-mail) otherwise tenderer will be treated as non-responsive.

If required, the content of the scanned soft copies of the documents uploaded in Packet "A" & Packet "B" will be compared with the scanned ORIGINAL copies of the document uploaded by bidders in e-tender. If any discrepancies are observed such bidder will be disqualified from the bidding process.

**Note:**

- i. The bidder should furnish e-mail ID's of the firm for communication.
- ii. BMC shall not be responsible if the communication seeking clarification or additional information sent by BMC by e-mail on the bidders e-mail ID as provided by them in the information in bid is not delivered OR reply from the bidders in response to such e-mail seeking additional information is not received to BMC in stipulated time and it will be treated as Non-compliance of additional information by the Bidders.
- iii. The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of e - Tenders in addition to manual. The SAP module to be used in this e-Tendering is known as Supplier Relationship Module (SRM). SRM is designed and introduced by ABM Knowledge ware Ltd who will assist BMC in throughout the e-Tendering process for successful implementation.

**(III) The online-Packet 'C' –**

The Bidder shall submit the Commercial bid (Packet C) **online** by filling Complete Financial Proposals. All the inputs given on this screen need to be digitally signed.

(Bid Comparison Report is generated in the system when authorized bid opening committee processes for opening commercial bid).

**Mandatory Requirement (must be uploaded)** Once the e-Packet C opening date and time (Price Bid opener filled online date and time) is passed, BMC can

open the commercial online Bid submitted by the bidder. **The final selection will be as per QCBS basis.**

NOTE: This e -Tendering process is covered under Information Technology ACT & Cyber Laws as applicable. In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online e -Tendering process.

Start Date read as "Sale Date"

End Date read as "Submission Date"

Supplier read as "Contractor/ Bidder/ Consultant"

Vendor read as "Contractor/ Bidder"

Vendor Quotation read as "Contractor's Bid/ Bidder's Offer"

Percentage Variation read as "Percentage Quoted"

Purchaser read as "Department/BMC"

**SECTION-III**  
**INSTRUCTION TO BIDDERS**



## **INSTRUCTIONS TO BIDDER (ITB)**

### **GENERAL**

- 1.0** 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.
- 2.0** 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.
- 3.0** 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.

**4.0** **Scope of Consultancy:**

- 4.1 The scope of services is detailed at the 'Terms of Reference – Section-V' in the tender document.

**5.0** **Clarifications for the bidder:**

The Commissioner reserve the right to accept or reject any bid or all the bids or annul the bidding 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 the Corporation's action.

**6.0** **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 mentioned in Terms of Reference, before submitting their proposal. Required assistance may be obtained from the "office of Dy. Chief Engineer (SP)P&D, 2<sup>nd</sup> floor, Engineering Hub Building, Dr E Moses Road, Worli, Mumbai 400 018 with prior appointment in writing except Saturday, Sunday &Public Holidays.

## **7.0 Bid Validity Period**

The bids shall be kept valid for acceptance for 180 (One Hundred & Eighty) days from the last date of bid submission.

In exceptional circumstances, BMC may request the Bidder in writing to extend the validity of their proposals without allowing any modifications to the offer and stipulated conditions in the bid.

## **8.0 Documents comprising of bid**

The Bid document comprises the following -

1. Tender Notice
2. Special Instructions to bidders for e-tendering
3. Instructions to Bidders
4. Complete Technical Proposals- Standard Forms as per Section-VI
5. Contract Agreement Form (Appendix-A)
6. Pro-forma of Bank Guarantee(Appendix-B,C)
7. General Conditions of Contract.
8. Scope of work and Technical specifications. (Terms of Reference)
9. Complete Financial Proposals and their Contents as per Section-IX.
10. Appendices
11. Addenda, Corrigenda, if any.

## **9.0 Earnest Money Deposit**

- a) All Bidders, whether or not registered with BMC with standing deposit are required to pay an Earnest Money Deposit (E.M.D.) in the amounts stipulated in the Bidding data. The E.M.D. is to be paid online.
- b) If the E.M.D. is not paid online, the tender shall be treated as non-responsive and shall not be opened.
- c) Any bid not paid online by an acceptable Earnest Money Deposit (E.M.D.) shall be rejected as non-responsive.
- d) The Bid Security/EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required.
- e) The Bid Security/EMD and ASD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid.

- f) In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal Procedure.
- g) The E.M.D. may be forfeited.
  - (i) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
  - (ii) If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 28; or
  - (iii) in case of a successful Bidder, if the Bidder fails within the specified time limit to (i) sign the Agreement, (ii) furnish the required performance security.

#### **10.0 Minimum Qualifying Criteria:**

##### **10.1 Eligibility:**

- a. Joint venture 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.
- b. The Consultancy firms shall be in existence for last 10 years. '(Authorized change in name & style shall be considered)' and should be registered under Indian companies Act. 1956. (Certificate of incorporation and PAN Card must be furnished with technical proposal).
- c. The Consultancy firm must not have been blacklisted or debarred 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. at the time of bidding of said Tender.
- d. The firm will be excluded from selection process, if it is debarred during the period of start of bidding and finalization of award.
- e. The consulting firm shall have been registered (Registrar of Firms/Company of Consulting engineers /Govt. /Govt. Undertaking) under same name & style

for at least 10 years. (Authorized change in name & style shall be considered).

- f. The consulting firm must have valid ISO 9001-2015 certification at the time of submission of bid.
- g. The consulting firm shall have completed at least one similar assignment (not earlier than 10 years) as required under qualification criteria.
- h. No bidder shall be affiliated with a firm or entity who is involved with the tendering process for the referred works.
- i. 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.
- j. The tender documents are not transferable. Only those bidders who have purchased the tender documents are eligible to submit their bid.
- k. 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.

## **10.2 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 firms shall be in existence for last 10 years. '(Authorized change in name & style shall be considered)' and should be registered under Indian Companies Act, 2013. (Certificate of Incorporation and PAN Card must be furnished with technical proposal).

The Consultancy firms shall have valid ISO-9001- 2015 Certification.

### **Financial Capabilities**

**F-1.** The firm shall have average financial turnover of **Rs. 10 Crore** in the last three Financial years (2019-20 to 2021-22). Weightage of 10% per annum shall be given for the turnover for the years preceding 2021-22.

### **Technical Capabilities**

**T-1.** The Consultancy firm must have carried out within last 10 years as a single entity the work of preparation of DPR/ carried out PMC for Dry Weather Flow diversion from SWD/ Nallahs/ Water bodies-

a. One work involving **5 MLD (Cumulative)** flow diversion capacity

**OR**

b. Two works involving **3 MLD (Cumulative)** flow diversion capacity

**OR**

c. Three works involving **2 MLD (Cumulative)** flow diversion capacity

**AND**

**T-2.** Must have carried out within last 10 years as a single entity the work of preparation of DPR/ Carried out PMC for **packaged sewage treatment plant** with recycle/ reuse levels of treatment with minimum **5 MLD capacity**

**AND**

**T-3.** Must have carried out, in the last Ten (10) years, as a single entity, the work of preparation of DPR/ carried out PMC for at least one Project of pollution abatement/ rejuvenation/rehabilitation of at least one water body (nallah/ river/ lake) in urban areas covering at least **1Sq.Km.** area or **3 km length** and rejuvenation of **3 numbers of water bodies**.

The Bidders who does not fulfil this criterion shall be disqualified and their Packet C shall not be opened. Similarly Packet C of the Bidders who fail to score minimum 75 marks in technical evaluation shall not be opened.

The bids shall be evaluated on Quality Cum Cost Based Selection with 80% weightage to the technical score and 20% weightage for the financial score as given in Clause 21.0- Evaluation of Bids.

### 10.3 Personnel Capabilities

Bidders shall upload general information on the management structure of the firm, and shall deploy full time qualified personnel to fill the key positions as under-

Sr. No.	Position	Professional Qualification	Experience Requirement	Total marks
1	<b>Project Manager</b>	Degree in Civil Engineering and Post Graduate in Environmental / Water Management Engineering.	Total professional experience of at least <b>10 years</b>	2
			Relevant experience of at least <b>5 years</b> as a Project Manager on projects involving preparation of Detail Project Report for Dry Weather Flow Diversion/ Reduction/ Abatement of pollution of Nala/Lakes/Water Bodies	
			Must have experienced of preparation of DPR and Tender for at least <b>1 Packaged sewage treatment plant</b> with capacity <b>not less than 5MLD</b>	
2	<b>Process Expert</b>	Degree in Civil/Chemical/ Engineering and Post Graduate in Environmental Engineering.	Total professional experience of at least <b>10 years</b>	2
			Relevant experience of at least <b>5 years</b> as a Project Manager on projects involving preparation of Detail Project Report for Dry Weather Flow Diversion/ Reduction/ Abatement of pollution of Nala/Lakes/Water Bodies	
			Must have designed at least <b>1 packaged sewage treatment plants</b> with capacities not less than <b>5 MLD</b>	
3	<b>Sewerage Expert cum Trenchless</b>	Graduate in Civil Engineering	Total professional experience of at least <b>10 years</b>	2
			At least <b>5 years'</b> experience in sewerage planning and designing	

Sr. No.	Position	Professional Qualification	Experience Requirement	Total marks
	<b>Expert</b>		At least <b>5 years</b> as a Project Manager on projects involving preparation of Detail Project Report for Dry Weather Flow Diversion/ Reduction/ Abatement of pollution of Water Bodies/ Sewerage Schemes/ Projects / <b>Trenchless</b> pipeline installation projects involving preparation of Detail Project Report / PMC	
<b>4</b>	<b>Survey/ GIS Expert</b>	Graduate in Civil Engineering OR Postgraduate qualification in Geoinformatics	<b>5 Years'</b> experience in GIS/ Topo & bathometric surveys covering water bodies & adjoining land surveys specially in urban and slum areas	<b>1</b>
<b>5</b>	<b>Hydraulic Modeller/ Expert</b>	Graduate in Civil Engineering with additional qualification in hydraulic modelling desired	<ul style="list-style-type: none"> <li>Total professional experience of at least <b>5years</b> out of which minimum 3 years shall be in modelling of water supply/ sewerage network.</li> </ul>	<b>2</b>
<b>6</b>	<b>Contract Expert</b>	Any Degree	Total professional experience of at least <b>10 years</b> and relevant experience of preparation of bid documents related to World Bank / JAICA / ADB aided projects and FIDIC / BMC / MMR ULBs /Semi Govt. /Govt. & Public Sector Organizations and should have prepared bid document of at least one project costing <b>20 Crore</b>	<b>1</b>
<b>7</b>	<b>Geo technical Expert</b>	Post Graduate in Geotechnical Engineering	Total professional experience of at least <b>10 years</b> . At least <b>5 years'</b> experience in geotechnical aspects related to STP/ ETP/ I&Ds and hydraulic structures	<b>1</b>
<b>8</b>	<b>Structural Expert</b>	Degree in Civil Engineering	Total professional experience of at least <b>10 years</b>	<b>1</b>

Sr. No.	Position	Professional Qualification	Experience Requirement	Total marks
			Relevant experience of <b>at least 5 years</b> in designing, constructing Water/ Waste Water Treatment Plants/ I&Ds/ Hydraulic/ Water Retaining Structures /	
9	<b>Mechanical Expert</b>	Graduate/ Diploma in Mechanical Engineering	Total professional experience of at least <b>5 years</b> .	1
			Relevant experience of at least <b>3 years</b> in installation, testing of Mechanical Equipment of Waste Water Treatment plants / Water Treatment Plants.	
10	<b>Electrical Expert</b>	Graduate in Electrical Engineering	Total professional experience of at least <b>5 years</b> .	1
			Relevant experience of <b>at least 3 years</b> in installation, testing of Electrical Equipment of Waste Water Treatment Plants / Water Treatment Plants.	
11	<b>Costing Engineer/ Quantity Surveyor</b>	Degree/Diploma in Engineering	Total professional experience of at least <b>10 years</b> and relevant experience of preparation of cost estimates for projects aided by World Bank / JAICA / ADB / BMC / MMR ULBs /Semi Govt. /Govt. & Public Sector Organizations and should have prepared cost estimates of at least one project costing <b>10 Crore</b> .	1
<b>Total =</b>				<b>15.00</b>

**NOTE :**

- 1) *The Bidders should upload general information on the Organizational set up of the firm, to allow the employer to review their proposals.*
- 2) *In addition to above key staff, the bidder should provide the C.V.s for support staff such as CAD/ GIS Operator.*



## **11.0 Preparation of Bids**

### **GENERAL**

- 11.1 In preparing the Proposal, the Bidder is expected to examine the bids in detail. Material deficiencies in providing the information requested in the bid may result in rejection of the Proposal.

Queries relevant to the bid documents shall be addressed to Chief Engineer (Sewerage Projects), preferably by 5:00 PM one day prior to the pre bid meeting.

- 11.2 BMC will respond to any such request for clarifications, which are received in stipulated time. The response, however, will be in the form of written communication.

- 11.3 The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

11.4 **Pre-bid Meeting:-**

Pre-bid Meeting for this tender shall be held in the office of the Chief Engineer (Sewerage Project Department) at 14:00 hrs. on \_\_/ \_\_/ 2022 situated at

Chief Engineer,  
Sewerage Project Department,  
Municipal Corporation of Greater Mumbai  
2nd floor, Engineering Hub building,  
Dr. E. Moses Road, Worli Mumbai-400018

The firms are requested to submit any queries related to the proposal under reference, so as to reach BMC before the meeting as mentioned in 11.1 above, Additional queries, if any, raised during the meeting, will also to be considered and the minutes of the meeting including the text of the questions raised and BMC response will be transmitted to all prospective firms along with addendum/corrigendum, if any. No queries will be entrained after the pre-proposal meeting.

- 11.5 The Bidder shall not add to or amend the text of the Bid Document except in so far as may be necessary to comply with the addendum issued by the Corporation. If it is found that the Bidder has violated this condition, his bid is liable to be rejected.
- 11.6 Any addenda thus issued shall be part of the proposal documents and will be binding. BMC may, at its discretion, extend the deadline for submission of proposals.

## **12.0 Language of Bid**

The language of the bid shall be English. Documents/ Information in any other language shall be accepted only if accompanied by translations certified by Consulates/ Embassies or Gazetted Officers conversant with the language of the document. Only English text shall be governing in e- tendering.

## **13.0 Format of the Bid**

The Bidder shall submit the bid online in three parts, i.e.; Technical bid (Packet A& Packet B) and Commercial bid (Packet C) and shall contain scanned copies of the following documents.

### **Technical bid (Packet A)**

Online submission as per e-Packet A, Section II–13 (I) of Special Instructions to bidders for e-Tendering.

### **Technical bid (Packet B)**

Online submission as per e-Packet B, Section II–13 (II) of Special Instructions to bidders for e-Tendering.

(The department reserves the rights to seek clarifications /information /shortfalls from a Bidder).

### **Commercial bid (Packet C)**

The Bidder shall submit the Commercial bid (Packet C) **online** by filling Complete Financial Proposal. All the inputs given on this screen need to be digitally signed.

#### **14.0 Conditional Proposals by Bidders**

Bidders shall upload the offers that comply with the requirements of the e-tendering documents in Bidders folders. If the Bidder suggests any alternative or stipulates his own condition(s), the e-tenders shall be rejected.

#### **15.0 Amendment of contents of proposal**

- a. Before the deadline for submission of bids, the BMC may modify the bid documents by issuing addendum/ corrigendum and publishing on portal of BMC.
- b. Any addendum/corrigendum/clarifications thus issued shall be part of the bid documents and shall be published on portal of BMC.
- c. The addendum/corrigendum/ clarifications thus issued shall be downloaded, digitally signed by the Bidder and submitted and uploaded along with the bid.
- d. In order to give prospective Bidders reasonable time to consider the addendum/ corrigendum/clarifications before submitting and uploading their bids, the BMC may extend as necessary the deadline for submission and uploading of bids.

#### **16.0 Rates and Prices**

The Bidder shall quote the price in bill of quantities uploaded online in Commercial bid (Packet C) only. The rate shall invariably include the cost of the work arising out of scope of the work mentioned in the Terms of References (TOR). The prices quoted shall be firm and no variation will be allowed on any account.

The tender shall be for the whole work as described in Terms of Reference attached hereto based on the Bill of Quantities and cost quoted by the bidder.

The bid prices shall be inclusive of all applicable taxes & duties in force, excluding the GST. However, as per GST Notification no. 9/2017 and no. 12/2017 both dated 28.06.2017, the work of said 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. The GST; if applicable; shall be reimbursed at actual.

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

#### **17.0 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 a proprietary firm, it shall be signed by the Proprietor above his name and the name of his firm above his current address. 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 of its existence before the contract is awarded.

#### **18.0 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.

#### **19.0 Submission of Bids**

All bids shall be submitted online. However, hard copy (two copies of Packet B) shall be submitted to office of Dy.Chief Engineer (SP) P&D, 2<sup>nd</sup> Floor, Worli Hub Building, Dr. E. Moses Road, Worli, Mumbai 400018 on the next day of

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

## **20.0 Opening of bid**

First, Packet A of the Bidders shall be opened. Packet B of only those Bidder found responsive in respect of Packet A shall be opened and the Technical bid (Packet B) shall be scrutinized.

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.

The Bidders found responsive shall be asked to produce the original documents, the scanned copies of which are uploaded in the bid, if required.

The original documents shall be produced for verification within 3 working days from the date of intimation, failing which the offer of the respective Bidder may be treated as non-responsive and 10% amount of EMD paid by tenderer will be forfeited.

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 75 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.

## **21.0 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 **Quality Cum Cost Based Selection with 80% weightage for quality (technical score) and 20% weightage for cost**. The Minimum marks for the qualifying technical criteria shall be 75 out of 100. The marking criteria shall be as under.

**Table A : Overall Marking Criteria:**

Item	Description	Maximum Marks
<b>A</b>	<b>Technical Score (St)</b>	
<b>T1</b>	Financial Capabilities	10
<b>T2</b>	Firms relevant experience and capabilities	50
<b>T3</b>	Manpower capabilities	15
<b>T4</b>	Approach and Methodology for performing the assignment	10
<b>T5</b>	Photogrammetry Ortho imagery experience along with Survey Equipment like TS, DGPS, High-quality Drones, etc.	10
<b>T6</b>	Experience in PMC works of water bodies in MMR region	5
Total Technical Score "St" =		<b>100</b>

**Minimum Qualifying Technical Score for opening of Financial Packet is 75. Financial packets of those bidders who score less than 75% marks in Technical Score shall not be opened.**

**Evaluation shall be done on QCBS basis with 80% weightage for Technical Score (St) and 20% weightage for Financial Score (Sf)**

**The bids shall be evaluated in accordance with the procedures given below**

The formula for determining the financial scores is as follows:

[ $S_f = 100 \times F_{min}/F$ , in which  $S_f$  is the financial score,  $F_{min}$  is the lowest price, and  $F$  the price of the proposal under consideration]

The total points obtained by the firm will be determined by formula:

$\text{Total score} = 80\% \times S_t + 20\% \times S_f$

**Table B: Firm's Financial Capabilities and Experience (T1 and T2)**

Sr. No.	Bidders capabilities	Parameter	Criteria	Marks	Max marks
T1. Financial Capabilities					
1	Average Annual Turnover of Consultancy Firm for last three years (Updated 10% per annum for years prior to 2019-20)	10 Cr – 15Cr	Minimum Rs 10 Cr	5	10
		15 Cr - 20Cr		7	
		20 Cr - 25Cr		8	
		25 Cr - 30Cr		9	
		More than 30 Cr		10	
T2. Technical Capabilities					
1	Total capacity of Dry Weather Flow diversion works above <b>2 MLD</b> (Number of individual DWF diversion/ I&D facilities of a single client shall be considered for arriving at the total)	<b>5 MLD</b>	<b>5 MLD</b>	5	15
		Above 5 MLD upto		8	
		10 MLD		10	
		Above 10 MLD		15	
2	Number of works of <b>packaged sewage treatment plants</b> with recycle and reuse facility with <b>Minimum 5 MLD capacity</b> .	1 such work	Minimum 1 work	7.5	15
		2 such works		10	
		More than 2 such works		15	
3	Number of works of preparation of DPR/ carried out PMC for at least one Project of pollution abatement/ rejuvenation of	1 such work	Minimum 1 work	7.5	15
		2 such works		10	

Sr. No.	Bidders capabilities	Parameter	Criteria	Marks	Max marks
	water body (nallah/ river/ lake) covering <b>at least 1SqKm area</b> or <b>3 km length</b>	More than 2 such works		15	
4	PMC for at least one Project of pollution abatement/ rejuvenation of at least one water body (nallah/ river/ lake) covering at least <b>1 SqKmarea</b> or <b>5 km length</b> and over all rejuvenation of minimum <b>3 numbers of water bodies</b> in MMR region	1 such work	Minimum 1 work	1	5
		2 such works		2	
		More than 2 such works		5	
Total =				50	

**Table C : Key Persons as specified \* (T3)-**

Sr. No.	Position	Total marks
1	Project Manager	2
2	Process Expert	2
3	Sewerage Expert cum Trenchless Expert	2
4	Survey/ GIS Expert	1
5	Hydraulic Modeller/ Expert	2
6	Contract Expert	1
7	Geo technical Expert	1
8	Structural Expert	1
9	Mechanical Expert	1
10	Electrical Expert	1
11	Costing Engineer/ Quantity Surveyor	1
	<b>TOTAL</b>	<b>15</b>

*\* Criteria for marking professional staff*

Sr. No	Description	Percentage
1	Academic qualifications	20
2	Experience: Level & duration of relevant experience	40



3	Adequacy for the assignment (define adequacy)	30
4	Knowledge of local language (define requirement)	10

**Table D : Approach and Methodology for performing the assignment (T4)-**

1	Approach and methodology	5
2	Presentation to the Engineer	5
	<b>TOTAL</b>	<b>10</b>

**Table E : Survey Equipment (T5)-**

**Equipment available with the company**

Sr. No	Description	Parameter	Criteria	Marks	Maximum Marks
1	Photogrammetry Ortho imagery experience along with Number of survey equipment like DGPS , total Stations, drones etc.	1 each	Minimum 1 equipment each	6	10
		2 & more each		10	

**Table F: Experience in PMC works (T6)-**

Sr. No	Description	Parameter	Criteria	Marks	Maximum Marks
1	Number of PMC works handled	2 Works	Minimum	3	5
		5 Works	3 works	5	

**Note:**

- 1.The proposed key personnel staff shall be a regular employee of the consultancy firm or shall have given consent to work with consulting firm about availability and acceptance of the employment of the consulting firm. (Such consent letter shall have been accepted by the bidding consulting firm prior to submission of bid)
- 2.The key staff shall be less than 70 years (*in exceptional cases 71 years*) and *physically fit to move about at sites.*
- 3.Considering the project activities, the requirement of key staff is not on continuous basis. The consultant shall use key professionals for adequate number of days as per the requirement of the activities.

4. The consultants shall have their own office in Mumbai and shall use his office and back office staff for completion of the entire scope of consultancy works
5. The key staff shall be conversant with local language in the area of work.

#### **19.0 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 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.

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

The price packet of the technically responsive proposals will be opened on a date as mentioned in at e-tender notice.

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

The employer reserve 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.

The service tax shall not be taken in to account in bid evaluation.

#### **21.0 Rejection of Bid**

The bid is liable to be rejected, if the Bidder

- a) Does not submit the proofs of qualification criteria.
- b) Stipulates the validity period less than what is in the bid;
- c) Stipulates his own conditions;
- d) 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.

- e) Does not fill in and sign the Complete Financial Proposals & their Contents as per Section-IX as well as the Schedule of Quantities & Rates, terms of reference, etc.
- f) Does not submit the E.M.D. as per clause 4 of Instruction to Bidder.
- g) Does not submit the bid before the stipulated time on the specified date.
- h) If the bid is filled up partially in splitter manner, it will be treated as non-responsive.
- i) If bidder does not quote for minimum man-months.

## **22.0 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.

## **23.0 Award of Contract**

The Contract will be awarded to the technically qualified and responsive Bidder on QCBS basis in conformity with the Terms of References subject to the provisions of 21 & 22 above (Evaluation of Bids).

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 Fax. 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 be signed by the member holding the power of attorney. The signatory must produce a power of attorney authorizing him to sign on behalf of the firm.

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 Dy.Ch.E.(SP)P&D.

Successful Bidder shall be required to execute the contract within one month of receipt of intimation to execute the contract failing which a penalty of Rs.500/- per day will be levied.

#### **24.0 Tendering under different names:**

- a) 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.
- b) 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.
- c) 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.333

- d) 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.

## 25.0 Stamp Duty, Legal Charges, Bill Forms

The payments towards legal charges, stamp duty as applicable (on contract agreement & bank guarantees), supply of bill forms & Tax certificates as per the prevailing rates shall be borne by successful Bidder.

Successful tender shall pay the Legal Charges + Stationary charges as per Circular no. 10318 dtd 24.03.2022.valid upto 31.03.2023

Contract Value						Legal+ Stationery Charges
Upto	Rs.	10,000/-	To	Rs.	50,000	Nil
Fro m	Rs.	50,001/-	To	Rs.	1,00,000/-	Rs.6,290 /-
Fro m	Rs.	1,00,001/-	To	Rs.	3,00,000/-	Rs. 10,380/-
Fro m	Rs.	3,00,001/-	To	Rs.	5,00,000/-	Rs. 12,470/-
Fro m	Rs.	5,00,001/-	To	Rs.	10,00,000/-	Rs. 14,510/-
Fro m	Rs.	10,00,001/-	To	Rs.	20,00,000/-	Rs. 16,570/-
Fro m	Rs.	20,00,001/-	To	Rs.	40,00,000/-	Rs. 18,660/-
Fro m	Rs.	40,00,001/-	To	Rs.	1,00,00,000/-	Rs. 20,720/-
Fro m	Rs.	1,00,00,001/-	To	Rs.	10,00,00,000/-	Rs. 24,450/-

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.

**B. Stamp Duty: (As per applicable circular)**

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, 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 :

	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
	Where it exceeds rupees ten lakhs	Five hundred rupees plus one hundred rupees for every Rs.1,00,000/- or part thereof, above rupees ten lakh subject to the maximum of rupees Twenty five lakh stamp duty.

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

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

- iv. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

As per para 54 read with 40(b) of Maharashtra Stamp duty Act, Stamp duty at the rate of 0.5 % is payable on total amount of Bank Guarantee submitted by Tenderer. If the time period of the Bank required to extend then the same shall be considered as new Bank Guarantee and again 0.5% stamp duty shall be applicable.

## **26.0 Performance Security**

Within 30 days from the receipt of notification of award from BMC, the successful firm shall furnish a performance security amounting to 10 % (Ten percent) of contract sum in the form of FDR/ Bank Guarantee (as per attached format) from any of the banks from the list enclosed below. The notification of award will constitute formation of consultancy agreement and within 30 days from receipt of the agreement form, the successful firm shall execute the agreement and return the same to BMC.

## **27.0 LIST OF APPROVED BANKS**

1. The following Banks with their branches in Greater Mumbai and in suburbs and extended suburbs upto Virar and Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1997-98 onwards until further instructions.
2. The Bankers Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a branch of the same Bank, within the Mumbai 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 enforced against the said branch of the Bank in case of default by the contractor/supplier furnishing the bankers Guarantee.

### **List of approved Banks:- (As per CA/FBK/25 dt 30/10/2014)**

<b>A</b>	<b>S.B.I and its subsidiary Banks</b>
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 Patiyala.
6	State Bank Of Saurashtra.
7	State Bank Of Travankore.
<b>B</b>	<b>Nationalized Banks</b>
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.
<b>C</b>	<b>Scheduled Commercial Banks</b>
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	Indsind 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	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation &Int 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 Canara G.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	ANZ Grindlays 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

**Note: IDBI Bank Guarantee not acceptable as per Circular CA/FBK/303 dated 17.03.18**

#### **28.0 Refund of Performance Guarantee**

The performance guarantee shall be returned to the consultant without any interest when the contractor ceases to be under any obligations under this contract. The B.G. shall be initially valid for 3 months beyond the original contract period.

#### **29.0 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.

#### **30.0 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.

#### **31.0 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, Service Tax Registration etc. in the prescribed form available with BMC.

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

### **32.0 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.

**SECTION - IV**  
**GENERAL CONDITIONS OF CONTRACT**

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 GENERAL PROVISIONS**

#### **1.1 Definitions**

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

- (a) "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.
- (b) "Contract" means this Contract between the BMC and the Bidder.
- (c) "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 Bidder 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 subcontract any part of the Services in accordance with the provisions of Clause 3.8 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), Chief Engineer (MSDP) and /or their appointed officers for performance of the contract.
- (k) "Employer/Client" means BMC (Municipal Corporation of Greater Mumbai).

- (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 (Storm Water Drains) 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) "Services" means the work to be performed by the Consultant pursuant to this Contract described in Terms of Reference.

## **1.2 Law Governing Contract.**

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

## **1.3 Language**

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

#### **1.4 Headings**

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

#### **1.5 Notices**

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

Dy. CHIEF ENGINEER,  
(Sewerage Projects) Planning and Design  
MUNICIPAL CORPORATION OF BRIHAN MUMBAI,  
2<sup>nd</sup> FLOOR, Engineering Hub Building,  
Dr E Moses Road, Worli, MUMBAI – 400 018.  
Telephone: 022 -24912367  
e-mail:dychesp\_pnd@rediffmail.com

#### **1.6 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.

#### **1.7 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;

- (a) On behalf of BMC. by D.M.C. (Engineering)
- (b) On behalf of the Consultant(s) by his/their designated representative.

## **1.8 Income Tax**

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

## **2.0 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 Letter of Acceptance (LOA) 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. BMC at its discretion shall terminate the contract after scheduled contract period as specified from the Effective Date unless extended on the same terms and conditions by agreement of the Parties hereto for a further period to be agreed between the Parties.

### **2.4 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**

### **2.5.1 Definition**

- (a) 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
  - (1) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
  - (2) any event which a diligent Party could reasonably have been expected to both.
    - (i) take into account at the time of the conclusion of this Contract, and
    - (ii) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder ;

### **2.5.2 No Breach of Contract.**

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

### 2.5.3 **Measures to be Taken**

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

### 2.5.4 **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.

### 2.5.5 **Consultation**

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

### 2.6 **Suspension**

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

## **2.7 Termination**

### **2.7.1 By 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 (e) of this Clause 2.7.1, terminate this Contract:

- (a) if the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing:
- (b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) if the Consultant fail to comply with any final decision reached as a result of amicable settlement pursuant to Clause 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 Bidder 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 pursuant to Clause 9.1 hereof.

### **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 following payments to the Consultant:

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

## **3.0 OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

#### **3.1.1 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.

### **3.1.2 Law Governing Services**

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

### **3.2 Conflict of Interests**

#### **Bidder 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.

#### **3.2.1 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 r and any entity affiliated with such Sub- Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof ) for the Project.

#### **3.2.2 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 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, subject to the following limitations:

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

### **3.5 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 Bidder or their Sub-bidder, or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

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

The Consultant shall take out and maintain, and shall cause any Sub- Consultant to take out and maintain, at their (or the Sub- Consultant, as the case may be) own cost but on terms and conditions approved by the 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 therefore have been paid.

### **3.6.1. 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 contract period and thereafter for one year.

### **3.6.2 THIRD PARTY INSURANCE**

- a) 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 Bidder shall from time to time when so required by the Engineer produce the policy and the receipt for the premium.
- b) 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 Bidder's Actions Requiring BMC's Prior Approval**

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

- (a) appointing Personnel to carry out any part of the Services, including the terms and conditions of such appointment.

(b) entering into a subcontract for the performance of any part of the Services, it being understood

1) 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

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

### **3.8 Reporting Obligations**

The Consultant shall submit to the BMC, 2 copies of monthly progress reports, the format for which shall be mutually agreed.

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

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the 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 supply BMC, 2 copies of all drawings as necessary for the DPR.

## **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 following the provisions under 3.7 above.



#### **4.2 Description of Personnel**

- (a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement (i.e. minimum man months) in the carrying out of the Services of each of the Bidder's Personnel shall be described in the offer.
- (b) 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**

- (a) 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 Bidder, 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 seeking approval from BMC.
- (b) If the BMC
  - 1) finds that any of the Personnel has committed serious misconduct or has been charges with having committed a criminal action, or
  - 2) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder 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.
- (c) The removal and /or replacement under (a) & (b) above shall have no cost implications on BMC.

## **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.

### **5.2 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 Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in the contract.

### **5.3 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.

## **6.0 PAYMENTS TO THE BIDDER**

All payments for the services shall be payable in Indian Rupees only. The GST; if applicable; shall be reimbursed at actual. As per GST Notification no. 9/2017 and no. 12/2017 both dated 28.06.2017, the work of said 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. The modalities of making payments are set forth in Terms of Reference.

## **7.0 FAIRNESS AND GOOD FAITH**

### **7.1 Good Faith**

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

## **7.2 Operation of the Contract**

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

## **7.3. Goods and Services Tax (GST)**

As per GST Notification no. 9/2017 and no. 12/2017 both dated 28.06.2017, the work of said 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.

However, if applicable in future as per Govt. notifications, GST shall be reimbursed at actual, by BMC to the Consultant. The bidder shall produce the documentary evidence of GST paid for the work under this contract.

## **7.4 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.

## **8.0 COMPENSATION FOR DELAY**

If the Consultant fails to render timely services on or before the specified deadline (as mutually agreed by both parties) and such delay is solely attributable to the bidder, without prejudice to any other right or remedy of BMC on account of such delay, the Consultant shall pay compensation at the rate of ¼ percent per month or part thereof of total fees for that specified activity. Provided

always that total amount of such compensation shall not exceed 10% of contract price including any additions &/or deletions thereto.

## **9.0 SETTLEMENT OF DISPUTES**

### **9.1 Amicable Settlement**

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

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

If parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R.no.ARB/Case No.1/2017/D-19 dtd.28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules").

(ii) In case of contract where the contract price and/ or contract value is Rs.5,00,00,000/- (Rupees Five Crore Only) or more, any dispute arising out of or in connection with such contract, including any question regarding its existence, validity or termination, shall be directly referred to and finally resolved by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No.1/2017/D-

19 dtd.28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules"). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English.

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

## **10. Retendering**

The consultant shall be bound to provide tenders & carry out bid process management upto two times without any cost implications

## **11. Extension of Time In Contracts :**

Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the consultant shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- a) Extension attributable to BMC**
  - i. Extension Due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Consultant shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case **should not be less than 30 days before the expiry of the date fixed for completion of the consultancy works.**
  - ii. Extension For Delay Due to BMC:** In the event of any failure or delay by the BMC to hand over the details necessary for the of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the BMC due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the consultant to damages or compensation therefore, but in any such case, the BMC may grant such extension(s) of the completion date as may be considered reasonable.

**Note: For extension of time period as governed in (i) and (ii) above, any modifications in design/drawings, specifications, quantities shall be needed to be justified with recorded reasons with approval of Ch.Eng. for not anticipating the same while preparing estimates and draft tender.**

- b) **Extension of Time for Delay Due to Consultant** : The time for the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) / the programme for completion of work as specified in the contract. If the consultant fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in above as (a.i) and (a.ii), the BMC may, if satisfied that the works can be completed by the consultant within reasonable short time thereafter, allow the consultant for further extension of time as the Engineer may decide
- c) For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued.

**Further, competent authority while granting extension to the currency of contract under Clause (b) of as above may also consider levy of penalty, as deemed fit based on the merit of the case. Also, the reasons for granting extension shall be properly documented.**

**SECTION - V**  
**TERMS OF REFERENCE**

## **TERMS OF REFERENCE**

### **Appointment of Consultant for preparation of D.P.R. for ingress detection, interception & diversion of DWF (Sewage/sludge) work and stopping of sewage ingress in Powai lake, in 'S' ward, Mumbai**

#### **1. INTRODUCTION and PROJECT BACKGROUND**

BMC has implemented various stages of its Sewerage Masterplan with construction of trunk sewers and sewer networks with pumping stations as necessary and Waste Water Treatment Plant. Under the Stage II Masterplan of MSDP upgradation of Wastewater Treatment Facilities is also being undertaken by it and currently is in various stages of procurement and execution. However, despite this still some quantum of wastewater from various localities- especially the slums cannot be captured in the sewers and at present flows in to the lakes and ponds which ultimately lead to the Arabian Sea or the Thane Creek causing pollution in these water bodies.

These dry weather flows in lakes are on account of dry weather flows from slums etc. where in general conventional sewerage system cannot be laid. However, to achieve the environmental objectives and targets it is necessary to achieve 100% coverage of sewerage for Mumbai. Since conventional sewerage cannot be implemented in certain areas as mentioned above and dry weather flows (DWF) enter the lakes and ponds, the remedy could be to intercept, divert and treat the DWF flowing in these lakes and ponds in to municipal sewerage system upon treatment as necessary. Simultaneously, means of extension of sewerage system in to slums to collect sewage from as close to the source as possible must be developed. The objective of this consultancy contract is to study the sewerage and lakeseco-system where dry weather flows are entering, arrive at solutions to intercept such flows and divert them to nearest municipal sewer line or for treatment in decentralized plants and study feasibility for provision of sewerage collection system in the slums which otherwise are discharging wastewater in to the lakes and ponds considering the site conditions and environmental norms/ requirements.



## 2. **OBJECTIVES**

Objective of the assignment is to examine feasibility of interception and diversion of dry weather flows in to Powai lake area and prepare a DPR for solutions for the same which could include diversion of interception of DWF to the nearest functioning municipal sewer. The objective also includes examining ways and means of collection of DWF nearer to the source in slums and integrating it with municipal sewer network. In this context, following broad activities are anticipated-

- a. Detailed topographical survey of the sewage inlets
- b. Preparation of DPR and Preparation of Interception and Diversion works detailed plan.
- c. Feasibility of provision of sewerage network in unsewered part of Powai Lake catchment area
- d. Preparation of bid documents
- e. Bid evaluation services
- f. PMC works

Details of Powai lake are tabulated below:

<b>Lake Name</b>	<b>Estimated Area (in Sqmtrs)</b>	<b>Gross Catchment Area in Ha as per MSDP Stage II Masterplan (Flow survey report)</b>
Powai lake	2000	

In context of this project “dry weather flows” mean flows entering in to the lakes normally meant for carrying of rain water runoff during monsoons. Such flows may be untreated or partially treated sanitary sewage, sullage (i.e. waste water from household sinks, showers, and baths, but not waste liquid or excreta from toilets) from any source including domestic and non domestic sources. The study shall include any surface water bodies which are getting polluted due to pollutants entering in to them.

The objective of hiring the Consulting Services is to prepare Detail Project Report (DPR) on covering interception and diversion of dry weather flows in lakes and identifying, surveying and mapping locations of ingress of sewage including Drone Survey (one km on either side) for obtaining image with pixels

assigned the GPS coordinates through specialized software of Effluents into the lake eco-system, measuring the dry weather flows, studying and assessing the adequacy of nearby existing sewage network, carrying out geotechnical investigations and topographic surveys and exploring possibilities of treatment of sewage at outfall or other locations either by installing conventional or package Sewage Treatment Plants (STPs) and returning the treated water to the lake or to examine possibility of the same for recycle and reuse.

### **SCOPE OF THE WORK**

The scope of work under this consultancy services shall be

#### **A. Preparation of DPR for Interception and Diversion**

1. Acquaint himself with the reports of earlier reports regarding MSDP Stage II Masterplan.
2. Review of existing sewerage and SWD systems and Masterplans for sewerage (MSDP) and SWD (BRIMSTOWAD) as well as the FFC Report with respect to sanctioned Development Plan for Mumbai-2034 in connection with flooding of Mumbai and assess the sources of dry weather flows in to SWD/ Nalla system.
3. Review of existing and proposed sewerage systems and to derive Revised Component – 1 (i.e. Length of Sewer Lines needs to be laid / upsized on Existing / Developed D. P. Roads) and Revised Component – 2 (i.e. Length of Sewer Lines needs to be laid on encumbered / undeveloped D.P. Roads) with respect to sanctioned Development Plan of Mumbai - 2034 along with their GIS Mapping so as to cover 100% sewerage for the entire lake Area.
4. Drone / Total Station Survey for Revised Component – 1 (i.e. Length of Sewer Lines needs to be laid / upsized on Existing / Developed D. P. Roads) and prepare their L-Sections, estimates and BOQs.
5. Topographic survey using Total Station or any equipment of such SWD/lake systems to capture the physical details of the system and the catchment area of Powai lake.
6. Topographic survey of existing sewerage system in vicinity of such SWDs and for route planning for new sewers required for solutions in connection with the project.
7. Drone Survey for aerial mapping for 1km on periphery of the Powai lake with nadir image having pixels attached with GPS coordinates.
8. GIS mapping to create interface of different utilities such as Storm Water Drains, Open Nallas, Sewer lines, Outfalls and to understand the feasibility of interconnection of these utilities.
9. Drone mapping of lake to capture information about non-point sources of

sewage entering in Powai lake.

10. Geotechnical investigations related to the proposed structures like Packaged type STPs/ SPS/ I&D etc.
11. Flow measurement surveys in lake:
  - a. Flow measurement to be carried out over minimum 7 days continuous period during fair season as directed by the Engineer
  - b. The flow measurement shall include all costs involved in setting up bunds/"V" notches/ weirs/ installing sensors or any other equipment /methods required for successful flow measurement like current meter and dismantling them on completion of flow measurement. Method of flow measurement shall be approved prior to commencement of flow measurement work with respect to the outfalls
  - c. Contract period may get extended due to monsoon period falling in flow measurement schedule. No extra cost shall be claimed for such extensions.
12. Water quality sampling in the lake as necessary to ascertain parameters such as inlet Biological Oxygen Demand (BOD), Chemical Oxygen Demand (COD), Total Suspended Solids (TSS), Total Dissolved Solids (TDS), nutrients like nitrates and phosphates, pH, etc.
13. Assessment of adequacy of the capacity of nearby existing sewer line network
14. Hydraulic modeling/simulation and planning of interceptor sewers/pumping station, STP etc.
15. Planning and design of STP's compliant with CPCB/ MPCB specified requirements
16. Interconnection with Municipal Sewerage System or Disposal of treated effluent and detailed engineering in connection with flow interception, diversion and treatment and final disposal to sewerage system.
17. Tender purpose drawings are in the scope of successful bidder, however the GFC drawings are in the scope of execution contractor.
18. In-situ remediation of lake shall be proposed as per NGT order.
19. Assessment of suitable locations for interception, diversion and treatment
20. Estimation and costing and financial schedules
21. Preparation of DPR
22. Preparation of tender documents
23. Evaluation and recommendation of the bid received by BMC and recommendation with detail report.
24. Provide complete services for pre - bid proceedings including pre bid meeting

and clarification.

25. Assist BMC in preparing contract document.

26. Collection and treatment of existing solid waste and developing guidelines for prevention of dumping of solid waste in lake.

27. PMC works of supervision of the work of envisaged project

In preparing the DPR, the consultant shall account for any kind of flow in the lake or water body including dry weather flow etc.

The consultant shall arrive at appropriate option for Diversion and/ or treatment and disposal of dry weather flows and it shall be ensured that the means proposed for interception and diversion of flows does not lead to any surcharge/flooding of the lake/water body or properties at any time including rainy season.

The level of treatment to be given to the intercepted flows shall comply with the Environmental standards under EPA – 1986 and as stipulated by any Competent Authority such as CPCB/MPCB//BMC etc. Feasibility of the suggestions made in the Draft DPR shall be ascertained with the present guidelines enforced from various/different authorities of BMC and others, government / semi-government bodies, National Green Tribunal Court and Hon'ble H.C. & S.C., etc. The payment of the consultancy fess shall be made only on the suggestions finalized in draft DPR

The consultants shall also suggest measures of treatment and/ or disposal of sludge from STP/ floating matters/ solids trapped in the interception & diversion process.

The bidders may assess the quantum of the survey and geotechnical work based on the areas of catchment given in Para 2 above. At least one borehole shall be taken for each location of Interception and Diversion Facility and minimum 2 boreholes shall be taken at each location of ST proposed. Depth of the boreholes shall be minimum up to hard strata or 20m.

### **3. Manpower deployment**

The Consultants shall deploy qualified personnel for the key positions as given in the Manpower requirement during the service period.

#### **4. Deliverables**

##### **1. Inception Report. (15 days)**

Inception Report shall elaborate on the approach and methodology, data collection strategy, work plan for execution of the assignment, deployment of experts, surveys and investigations, tools for analytical studies and the outcomes at various stages etc.

##### **2. Survey report (15 days)**

Survey report shall provide details such as nallah alignments, point sources of sewage entering in to the lake, topographical and dimensional details of lakes, catchment areas, details of existing sewers providing details such as GPS location of manholes, ground levels, invert levels, sizes of sewers etc. The report shall also give details of spaces available for likely locations from I&Ds and SPS and STPs as also interceptor sewer alignment.

This shall also include drone survey report along with 360 degree ground video footages.

This report shall also include, flow measurement studies and water quality reports.

##### **3. Draft DPR (2 Months)**

Based on the detail surveys, investigations and analytical studies undertaken, the Consultant shall prepare a Draft Detail Project Report (DPR) clearly identifying therein sustainable short term and long term solutions/measures to curb pollution in the nallahs accompanied with detail cost estimates and submit the same for review and approval of the Client.

The report shall also include hydraulic model studies about the nallahs and the sewers to which the dry weather flow is proposed to be connected.

Any requirement for intercepting sewer micro-tunnels or any sewer construction by trenchless techniques shall be clearly indicated. Trenchless work requirements such as any ground improvement needed, requirement of jacking pipes etc shall be provided in the report.

Details of Interception and Diversion structures, connecting sewers shall be provided with design basis. Preliminary structural details shall be provided in

respect of all civil structures as applicable.

Details of on-site sewage treatment facilities, technology involved possibility of recycle and reuse shall be provided in the report along with economic analysis for such recycle and reuse potential. Some study of potential commercial users of recycled sewage shall be included in report.

Preliminary structural and foundation details shall be provided for all structures involved. The report shall provide structural design of sewers including bedding and stability requirements.

SCADA and Automation shall be given due consideration for ease of operation.

The report shall include a chapter on Operations and Maintenance aspects of the facilities proposed under the report.

While suggesting measures, the Consultant shall consider those technologies which are sustainable, feasible to Mumbai conditions and be able to meet the pollution control norms/standards laid down by the Pollution Control Bodies such as CPCB and MPCB for rivers and any other norms/guidelines in force for protection of environment.

The DPR shall provide a phased implementation plan giving capital outlay and advice on tender/ contract packaging.

In general the draft DPR shall inter-alia describe the following:-

- i) The present status of the water course with details of ingress points of waste water into it as captured by physical survey and by drone mapping.
- ii) Outcome of topographical survey, measurement of dry weather flows at outfalls and other selected points as necessary, geo-technical investigations report and appraisal, checking adequacy of nearby existing sewer lines using hydraulic modelling, etc.
- iii) Short term and long term measures with techno commercial feasibility to curb the pollution in catchments of various lakes in Mumbai.

- iv) Details of technologies suggested.
- v) Recycle/ Reuse possibility for treated flows.
- vi) Measures of treatment and/ or disposal of sludge from STP/ floating matters/ solids trapped in the interception & diversion process.
- vii) Suggestion on SCADA/ GIS integration as applicable.
- viii) Budgetary estimates of the works involved at each I&D/ SPS/STP locations as well. Cost estimates for sewers involved by conventional open trenching as well as trenchless techniques shall be given. Details of any ancillary works involved in connection with main works shall also be provided.
- ix) Executive summary of main findings, the recommendations and an outline of the implementation program.
- x) Environmental / statutory clearance for proposed works including all required formalities like EIA, etc.

The Consultant shall make a detailed presentation to the Engineer and Employer on the DPR highlighting the key aspects of the DPR.

#### **4. Final DPR (1 Months)**

Upon approval by the Engineer, the Consultant shall prepare and submit the requisite number of copies of Final Detail Project Report.

#### **5. Tender documents (1 Month)**

Tender documents includes detailed estimate with measurement sheet, BOQ and Draft Tender

#### **6. Bid evaluation report (1 month)**

(Fifteen days from submission of received tenders to the Consultant by the Engineer for tender)

For any reason (such as No response / Poor response (less than 3 bidder's participation) / higher quote received etc.), if the tenders may be required to be re-invited, then modifications in bid documents (if required) to be done and the evaluation of the re-invited bids shall be done by the Consultant without any cost implications to BMC. Total 3 invitation cycles shall be considered (1<sup>st</sup> Basic Invitation + 1<sup>st</sup> Re-invitation + 2<sup>nd</sup> Re-invitation).

7. Minutes of meeting between the Contractor/ BMC/ Consultants as and when they are called for
  8. Any other report as instructed by the Engineer in connection with the contract
  9. Training to the BMC Personnel shall be integral part of phase I & phase II of the scope of work. Main focus of the training shall be on following aspects
    - a. Interception and diversion arrangements
    - b. STPs
    - c. Trenchless Technology
    - d. Hydraulic modelling and use of packages like Sewer Gems
5. **CONTRACT PERIOD: 6 Months + Time period for PMC work** (upto commissioning of work)
- A. 5 months for DPR preparation and submission of bid documents.
  - B. 1 months for Bid Evaluation.
  - C. PMC Works after award of the work order to the contractor upto commissioning of work.

**SCHEDULE OF ACTIVITIES:**

Sr. No	Activity	Time in Months	Cumulative Months
1	Inception Report	0.5	0.5
3	Survey and Investigations Report	0.5	1.0
4	Draft DPR	2.0	3.0
5	Final DPR	1.0	4.0
6	Tender Document	1.0	5.0
7	Bid evaluation	1.0	6.0
8	<b>PMC Works</b>	After award of work order to the contractor and upto completion of the work.	

The Consultant shall prepare and submit PERT Chart for above mentioned activities showing graphically details of each work activity, the start & finish time for each activity, the interrelationship of all activities, and the critical path activities. The Consultant shall use this schedule to co-ordinate and monitor the work progress so as to complete the task within the stipulated contract period.



**Note :-** If the contract period is extended further for any reason, consultant will work at the same terms and conditions of the contract with pro rata cost of based on original time envisages and actual time taken

**6. Payment Schedule:**

<b>Schedule of Payment for Part A &amp;B</b>	<b>Detail Engineering &amp; Tendering</b>	<b>Payment @</b>	<b>Cumulative</b>
A1. Inception and Survey report	On submission	5% of Detailed Engineering Costs	<b>5%</b>
A2: Draft DPR	On submission	10% of Detailed Engineering Costs	<b>15 %</b>
A3: Final DPR	On submission	10 % of Detailed Engineering Costs	<b>25%</b>
A4:Tender Documents	On submission	10 % of Detailed Engineering Cost.	<b>35 %</b>
B1: Bid Evaluation report	On submission and acceptance of review report:		<b>50 %</b>
	1st basic invitation	5% of Detailed Engineering Costs	
	1st Re-invitation (if any)	5% of Detailed Engineering Costs	
	2nd Re-invitation (if any)	5% of Detailed Engineering Costs	
B2: On award of the work order to the contractor	On submission	10 % of Detailed Engineering Cost	<b>60 %</b>
C1: For PMC work	After award of work order to the contractor and upto completion of the work.	10% each at 25%, 50% & 75% of actual work done. (total 30% cost)	<b>90 %</b>

	After the commissioning of work	10 % of the actual cost of work	<b>100 %</b>
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## **7. Place of Work**

The Consultant shall generally work from their own office in Mumbai and may arrange for their own office space at his own cost if they consider it necessary exclusively for this project.

## **8. Data, Services and Facilities to be provided by BMC**

- a) The Consultants will be provided with copies of reports such as feasibility report, MSDP II Masterplan report, basis of design report, detailed design report, tender documents etc prepared by M/s Mott Macdonald Consortium in soft copy and hard copy format, copies of BRIMSTOWAD reports (Phase I & II), Existing Sewer Network plans of BMC (in hard copy and GIS soft copies), FFC Report etc.
- b) Copies of as built drawings available with BMC
- c) Basic type designs of various appurtenances such as manholes, inspection chambers, vent shafts etc. followed by BMC.
- d) Facilitate organizing meetings with various authorities as necessary.
- e) Suitable space for meetings.
- f) Copies of schedule of rates and standard specifications of BMC.
- g) The details of existing, ongoing and proposed sewerage schemes within and outside the project area.

## **9. Review Committee**

Composition of Review Committee to monitor Bidders work:

The Consultant's work will be monitored by a Review Committee consisting of following members. Bidder must remain present as and when informed.

- 1) Chief Engineer (SP)
- 2) Dy.Chief Engineer (SP) P & D
- 3) Executive Engineer (SP) P & D

## **10. Deliverables by the consultant**

The Consultant shall be required to deliver the following reports in hard and soft form as mentioned below.

Sr. No.	Output	Qty.
1	Inception Report	2 hard copies + soft copy
2	Survey Report	2 hard copies + soft copy
3	Draft Detail Project Report	2 hard copies + soft copy
4	Final Detail Project Report	3 hard copies + soft copy
5	Bid Documents (Draft)	2 hard copies + soft copy
6	Bid Documents (Final )	2 hard copies + soft copy

## 11. Key maps

### Powai Lake :



Sr. No.	Parameter	Details
1	Location	Powai, JVLR
2	Latitude	19.1273° N
3	Longitude	72.9048° E
4	Estimated Area	2000 sqmtrs



**SECTION - VI**  
**TECHNICAL PROPOSALS- STANDARD FORMS**

### Form of Technical Bid Submission

To :

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

Sir,

I/We have read and examined the following documents relating to work of  
“Appointment of Consultant for preparation of D.P.R. for ingress detection, interception  
& diversion of DWF (Sewage/sludge) work and stopping of sewage ingress in Powai  
lake, in ‘S’ ward, Mumbai.’

- The e-tender notice
- The said Tender
- Instructions to e-tenderers
- Instructions to Bidders
- General Conditions of contract (GCC)
- The Terms of References (TOR)
- Tender Forms and Formats
- Pro-Forma of Bank Guarantee
  - B.G. for Mobilization Advance.
  - B.G. for Performance security.
- Form FIN-1.
- Drawings, if any
- Pre bid Minutes
- Addendum, Corrigendum, if any.

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 carry out the work of **“Appointment of Consultant for  
preparation of D.P.R. for ingress detection, interception & diversion of DWF  
(Sewage/sludge) work and stopping of sewage ingress in Powai lake, in ‘S’ ward,  
Mumbai”** referred to in the Terms of Reference and Bill of Quantities to the

accompanying form of contract at the rates entered in the Bill of Quantities sent herewith and signed by me/us.

2. I/We hereby tender for “**Appointment of Consultant for preparation of D.P.R. for ingress detection, interception & diversion of DWF (Sewage/sludge) work and stopping of sewage ingress in Powai lake, in ‘S’ ward, Mumbai**” referred to in the aforesaid documents, upon the terms and conditions or referred to therein and in accordance in all respects with the Terms of Reference and other relevant details at the rates entered in the aforesaid bill of quantities. According to your requirements for payment of E.M.D. amounting to Rs. 1,00,000/- (in words Rupees One Lakh Only) I/We have paid the said amount of E.M.D. Online as specified in instruction to Bidder.
3. 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 your 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 not be later than ten days from the date of the decision of the Standing Committee or of the Corporation, as may be required under Municipal Act, not to accept this tender (subject to condition 5 below).
4. I/We also agree to keep this tender open for acceptance for a period of 120 days from the last date of online bid submission and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
5. 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. I/We fail to keep the tender open as aforesaid.
  - ii. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
  - iii. I/We do not commence the work on or before the date specified in the work order.
  - iv. I/We do not fulfill the mandatory conditions as stipulated.
6. I/We \_\_\_\_\_ have

filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes 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.

7. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us that any information given by me/us in this tender is false or incorrect I/We shall compensate the Brihanmumbai Municipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation to any ground whatsoever.
8. I/We agree to undertake that I/We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.
9. 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.

**Full name and address with  
Telephone nos. if any**

Yours faithfully,

**Signature of authorized signatory**

Full names and private residential addresses with telephone nos. of all the partners constituting this firm:



FormTECH-1: Information regarding status of Bidder

**Name of the Bidder:**

**Place and country of incorporation:**

**Address for correspondence:**

**Contact Person:**

**Telephone Number/ Mobile Number:**

**Email address:**

**Company Registration particulars: (CIN):**

**Director DIN number:**

(1) (a) If it is a proprietary concern -----  
-----

(b) If so, name of the owner -----  
-----

(2) If it is a partnership concern, please furnish name of each partner and copy of registration certificate

-----  
-----  
-----

(3) In case of company, please furnish the documentary proof to show that the company is registered

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-----  
-----

**Signature of authorized signatory**

Form TECH-2:

**Annual Turnover Form**

Annual Turnover			
Sr.No	Financial Year	Annual Turnover of Consultancy Work (Amount and Currency)	Equivalent in INDIAN Rupees
1.	2019-20		
2.	2020-21		
3.	2021-22		

**Signature of authorized signatory**

Form TECH-2A :

Bidder's Organization and Experience

*Provide here a brief (two pages) description of the organization and general experience of the Bidder and, if applicable, for this assignment with supporting documentation.]*  
Submit organogram of the firm.

**Signature of authorized signatory**

Form TECH-2B

Firm's Relevant Experience References

**Consultancy Firm's Reference Relevant Experiences/Assignments that Best Illustrate Qualifications (supported with documentary evidence).**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name	
Country	
Location within Country	
Professional staff provided by your Firm/entity(profiles)	
Name of Client (Client Certificates to be submitted)	
Name and address of the contact person with e-mail and phone number.	
Duration of assignment	
Start Date (Month/Year):	
Completion Date (Month/Year):	
Approx. Value of Services (in INR)	
Name of Associated Bidders, if any:	
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved & functions performed	(Indicate most significant profiles such as Project Director/ Coordinator/ Team Leader)
Narrative Description of Project:	(Details of the water body rejuvenated, Capacity of , Treatment plants installed, Details of surveys and studies conducted. etc)
Firm's Name: _____	
<b>Signature and seal of the Bidder</b>	

### Form TECH-3

#### Team Composition and Task Assignments

#### 1. Project Key Staff

Details of Key Position			REQUIREMENT		No. of Staff	No. of Working Months
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement		
1	Project Manager		Degree in Civil Engineering and Post Graduate in Environmental / Water Management Engineering.	Total professional experience of at least <b>10 years</b>	1	6
				Relevant experience of at least <b>5 years</b> as a Project Manager on projects involving preparation of Detail Project Report for Dry Weather Flow Diversion/ Reduction/ Abatement of pollution of Nala/Lakes/Water Bodies		
				Must have experienced of preparation of DPR and Tender for at least <b>1 packaged</b> sewage treatment plant with capacity not less than <b>5 MLD</b>		
2	Process Expert		Degree in Civil/Chemical/ Engineering and Post Graduate	Total professional experience of at least <b>10 years</b>	1	1
				Relevant experience of at least <b>5 years</b> as a Project Manager on		

Details of Key Position			REQUIREMENT		No. of Staff	No. of Working Months
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement		
			in Environmental Engineering.	projects involving preparation of Detail Project Report for Dry Weather Flow Diversion/ Reduction/ Abatement of pollution of Nala/Lakes/Water Bodies		
				Must have designed <b>at least 1 packaged sewage treatment plants</b> with capacities <b>not less than 5 MLD</b>		
3	Sewerage Expert cum Trenchless Expert		Graduate in Civil Engineering	Total professional experience of at least <b>10 years</b>	1	2
				At least <b>5 years'</b> experience in sewerage planning and designing		
				At least <b>5 years</b> as a Project Manager on projects involving preparation of Detail Project Report for Dry Weather Flow Diversion/ Reduction/ Abatement of pollution of Water Bodies/ Sewerage Schemes/ Projects / Trenchless pipeline installation projects involving preparation of Detail Project Report / PMC		

Details of Key Position			REQUIREMENT		No. of Staff	No. of Working Months
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement		
4	Survey/ GIS Expert		Graduate in Civil Engineering OR Postgraduate qualification in Geoinformatics	<b>5 Years'</b> experience in GIS/ Topo & bathometric surveys covering water bodies & adjoining land surveys specially in urban and slum areas	1	1
5	Hydraulic Modeller/ Expert		Graduate in Civil Engineering with additional qualification in hydraulic modelling desired	Total professional experience of at least <b>5 years</b> out of which minimum 3 years shall be in modelling of water supply/ sewerage network.	1	1
6	Contract Expert		Any degree	Total professional experience of at least <b>10 years</b> and relevant experience of preparation of bid documents related to World Bank / JAICA / ADB aided projects and FIDIC / BMC / MMR ULBs /Semi Govt. /Govt. & Public Sector Organizations and should have prepared bid document of at least one project costing <b>20 Crore</b>	1	1

Details of Key Position			REQUIREMENT		No. of Staff	No. of Working Months
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement		
7	Geo technical Expert		Post Graduate in Geotechnical Engineering	Total professional experience of at least <b>10 years</b> .	1	1
				At least <b>5 years'</b> experience in geotechnical aspects related to STP/ ETP/ I&Ds and hydraulic structures		
8	Structural Expert		Degree in Civil Engineering and Post Graduate in Structural Engineering.	Total professional experience of at least <b>10 years</b>	1	1
				Relevant experience of <b>at least 5 years</b> in designing, constructing Water/ Waste Water Treatment Plants/ I&Ds/ Hydraulic/ Water Retaining Structures /		
9	Mechanical Expert		Graduate/ Diploma in Mechanical Engineering	Total professional experience of at least <b>5 years</b> .	1	1
				Relevant experience of <b>at least 3 years</b> in installation, testing of Mechanical Equipment of Waste Water Treatment plants / Water Treatment Plants.		



Details of Key Position			REQUIREMENT		No. of Staff	No. of Working Months
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement		
10	Electrical Expert		Graduate in Electrical Engineering	Total professional experience of at least <b>5 years</b> .	1	1
				Relevant experience of <b>at least 3 years</b> in installation, testing of Electrical Equipment of Waste Water Treatment Plants / Water Treatment Plants.		
11	Costing Engineer / Quantity Surveyor		Degree in Engineering	Total professional experience of at least <b>10 years</b> and relevant experience of preparation of cost estimates for projects aided by World Bank / JAICA / ADB / BMC / MMR ULBs /Semi Govt. /Govt. & Public Sector Organizations and should have prepared cost estimates of at least one project costing <b>10 Crore</b> .	1	1

**2. Support Staff**

<b>Position</b>	<b>Name of the person proposed</b>	<b>Qualification</b>	<b>Experience</b>	<b>Task Assigned</b>
Survey Coordinator/ Assistants				
CAD Operator				

**Signature of authorized signatory**

## Form TECH-4:

### **Description of Approach, Methodology and Work Plan for Performing the Assignment**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

**a) Technical Approach and Methodology:**

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Staffing for training should also be explained, if so required in the TOR. Please do not repeat/copy the TOR in here

**b) Work Plan:**

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8

**c) Organization and Staffing:**

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff. You shall also specify if you will be the lead firm in an association with Sub-bidders.

## Form TECH-5:

### Curriculum Vitae (CV) for proposed Key Expert

#### 1. General

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

#### 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:**

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**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

## Form TECH-6

### Historical Contract Non-Performance

*[The following table shall be filled in for the Bidder and an Affidavit in this regard shall be submitted]*

Date :*[insert day, month, year]*

Bidder's Legal Name :*[insert full name]*

No. and title :*[insert Group number and title of works]*

Page *[insert page number]* of *[insert total number]* pages

<b>1. Black Listing or debarment proceedings ongoing or completed by any Govt./Semi-Govt. works during last three years.</b>				
Sr. No.	Name and location of project	Name and address of client	Remarks regarding blacklisting or debarment ongoing/completed	No. of years of debarment/blacklisting
<b>2. Pending Litigation</b>				
<input type="checkbox"/> No pending litigation				
<input type="checkbox"/> Pending litigation as indicated below for last 5 years.				
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, IN INR equivalent)	Cost of Non performing contract in RUPEES

<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i>	<i>[insert amount]</i>	
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It is further submitted that neither We are under execution of a Tender Securing Declaration nor have forfeited Tender Security or Earnest Money Deposit in the Republic of INDIA in the past Five Years.

**Signature of authorized signatory**

### Form TECH-7: Expert Schedule

No.	Name of Expert /Position /Category (International or Local)	Professional Expert input in man-month (in the form of a bar chart)						Total man- month input
		1	2	3	4	5	6	
	<b>Key Experts</b>							
ex	Mr. XYZ	[Home]						[Home]
.	Project Manager							
	International	[field]						[Field]
1								
2								
n								
				<b>Subtotal</b>				
	<b>Non-Key Experts</b>							
1								
2								
n								
				<b>Subtotal</b>				
				<b>Total</b>				

**Signature of authorized signatory of concern/company**

- For Key Experts, the input should be indicated individually for the same position as required under Clause 10.3 of Sec-III ITB; for Non-Key Experts it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).



2. Months are counted from the start of the assignment. For each Expert indicate separately the input for home and field work.

**Note-whether the assignment is fulltime or part time is to be clearly indicated against each person.**

PORTAL COPY

## Form TECH- 8: Work Schedule

No.	Activity <sup>1</sup>	Months <sup>2</sup>					
		1	2	3	4	5	6
1							
2							
3							
4							
5							
n							

**Signature of authorized signatory**

1. Indicate all main activities of the assignment as defined in TOR covering total contract period.
2. Duration of activities shall be indicated in the form of a bar chart.

**SECTION -VII**  
**FINANCIAL PROPOSALS – STANDARD FORMS**

**Form FIN-1: Financial Proposal Submission Form**

**To,  
The Municipal commissioner,  
The Municipal Corporation of Greater Mumbai,  
Municipal Head Office Building,  
Mahapalika Marg, Fort,  
Mumbai-400001  
INDIA.**

**Subject: Appointment of Consultant for preparation of D.P.R. for ingress detection, interception & diversion of DWF (Sewage/sludge) work and stopping of sewage ingress in Powai lake, in 'S' ward, Mumbai**

**Sir,**

We, the undersigned, offer to provide the Consulting Services for [*insert name of assignment*] in accordance with tender notice no. \_\_\_\_\_ dtd. \_\_\_\_\_ and our Technical Proposal. We have examined the Tender Documents, including the e-Tender Notice, Special Instructions to bidders for e-tendering, Instruction to bidders, Forms and Formats, General Conditions of Contract, Terms of Reference, Appendices and Addendum, if any for the above named tender. We have understood and checked these documents and have not found any errors in them.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. 120 days

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*in full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

**SECTION-VIII**  
**APPENDICES**

## APPENDIX – A

### CONTRACT AGREEMENT FORM

(This form shall be filled in, signed and submitted on award of contract & to be executed on Rs.100/-Stamp Paper and will attract stamp duty as per Stamp Act.)

Tender/Quotation \_\_\_\_\_ Dated \_\_\_\_\_  
 Jt..M.C.(Engg)'s sanction/ Standing Committee Resolution No.  
 \_\_\_\_\_ Contract for \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This agreement made this day of \_\_\_\_\_ between inhabitants of \_\_\_\_\_ carrying on business at \_\_\_\_\_ in \_\_\_\_\_ under the style and name of Messrs. \_\_\_\_\_ (Hereinafter called "the Consultant") of the one part and Shri. \_\_\_\_\_ the Deputy Municipal Commissioner (Engineering) (hereinafter called "the Commissioner" in which expressions 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 the Deputy Municipal Commissioner (Engineering) of the Second Part and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the third part WHEREAS the Consultant has tendered for the works described above and his offer has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation)

NOW THIS AGREEMENT WITNESSES as follows:-

- 1) In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for works hereinafter referred to.

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

- i. The tender notice
- ii. The said Tender
- iii. Instructions to e-tenderers
- iv. Instructions to Bidders
- v. General Conditions of contract (GCC)
- vi. The Terms of References (TOR)
- vii. Tender Forms and Formats
- viii. Pro-Forma of Bank Guarantee  
          B.G. for Performance security.
- ix. Form FIN-1.
- x. Drawings, if any
- xi. Addendum, Corrigendum, if any.

3) In consideration of the payment to be made by the Commissioner to hereby convenient with the Commissioner to carry out the work of

\_\_\_\_\_

\_\_\_\_\_ in conformity in all respects with the provisions of the contract.

4) The Commissioner hereby convenient to pay to the Consultant in consideration of carrying out the work of \_\_\_\_\_

\_\_\_\_\_, the Contract Price i.e. Rs.  
\_\_\_\_\_ (in words \_\_\_\_\_) at times  
in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (for have hereunto set their respective hands and seals) the day and year above written Signed and delivered by the  
Signed and delivered by the  
Consultant \_\_\_\_\_

in the presence of & style of

Trading under the name

\_\_\_\_\_  
\_\_\_\_\_

Consultant

Full

name\_\_\_\_\_

\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed by Dy. Municipal  
Commissioner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

in the presence Deputy Municipal Commissioner  
of\_\_\_\_\_

\_\_\_\_\_

The common seal of the  
Brihanmumbai Municipal Corporation  
was hereunto affixed on the-----  
-----201\_\_ in the  
presence of two members of the  
standing committee of the  
Corporation.



4) \_\_\_\_\_ 1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 2. \_\_\_\_\_  
\_\_\_\_\_

5) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and in the presence of the  
Municipal

Secretary \_\_\_\_\_

\_\_\_\_\_

Secretary

Municipal

Note : The successful Consultant will have to pay for preparing contract documents,  
legal charges and stationery charges as mentioned in Instructions to Consultants  
clause 18.

**SECTION-IX**

**PRICE (PACKET-‘C’)**

**Bill of Quantities**

*(To be submitted ONLINE along with the tender as a PACKET-C)*

**Subject :Appointment of Consultant for preparation of D.P.R. for ingress detection, interception & diversion of DWF (Sewage/sludge) work and stopping of sewage ingress in Powai lake, in 'S' ward, Mumbai.**

**Format of financial proposal****DPR PREPARATION AND BID PREPARATION SERVICES**

Description	Quantity	Unit	Unit Rate	Amount
Preparation of DPR and Bid documents including evaluation of bids	JOB	LS	LS	Rs. _____
Total				

**Signature & Seal of the Bidder**

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

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

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

**CIRULAR**

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

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

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

**Grievance Redressal Committee (GRC)**

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

- (a) *The Committee will comprise of D.M.C. / Director / Jt.M.C. of tender inviting department and D.M.C. / Director / Jt.M.C. of the department for which tender is being invited.*

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

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

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

In tabular format:

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

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


Sd/- 27.07.2021  
Dy ChE (Civil) CPD

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

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

sd/- 06.08.2021  
Hon,ble M. C.

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

  
Dy ChE (CPD) Civil