



Brihanmumbai Municipal Corporation

Design and Build Contract

**Construction of 45m wide Elevated Road from Link Road at
Dahisar (West) in BMC Limit to Bhayander (West) in MBMC Limit
(Coastal Road Last Leg)**

Volume 8

PRICING DOCUMENT and PAYMENT SCHEDULE



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1.1 Preamble

The Pricing Document shall be read in conjunction with Notice of Intimation to RFP, Instructions to Tenderers and all Tender Documents, Specifications and Drawings as listed in the Contents of the Tender Documents, Page 3 of Notice of Intimation to RFP Volume 1.

The Contract is a lump sum priced Contract, adjusted by the Price Adjustment Formula detailed in Sub-Clause 81 of Particular Conditions of Contract (PCC) Volume 2. The Works are subdivided into Payment Centre representing one or more groups of inter-related works forming part of the Works. A brief Scope of Works is given in Section B2 of the Employer's Requirements Volume 3 - Functional.

The individual item descriptions within each Payment Centre are indicative only of the Work included in this Contract and shall not be taken as defining the scope of work to be executed either under the Payment Centre or the Contract.

The item descriptions, if given, are general summaries only, therefore no omission from, or error in, item descriptions within this Pricing Document shall warrant an adjustment of the Contract Price nor entitle the Contractor to seek an extension of time under the Contract.

The breakdown of Lump sum rates and item descriptions, with the breakdown cost of each lump sum item as submitted by the Contractor in accordance with the Clause 1.3.3.3 of this Volume and shall be used as the basis for evaluating any Variations pursuant to Clause 13 [Variations and Adjustment] of the General Conditions of Contract (GCC) and Particular Conditions of Contract (PCC). For pricing variation, the BMC's Unified Schedule of Rates for Common Building and Construction Works shall be followed, and in the event that items are not covered in the BMC's SoR, then the latest edition of the respective Current SoR of the concerned Department shall be used.

The individual percentages inserted in the Percentage Column of the Payment Centre shall be used for the sole purpose of assessing amounts due for inclusion or exclusion within the interim payments.

The percentage rate for each item detailed in Payment Centres A, B, C, D, E, F, G & H of this Pricing Document are for finished items of work 100% complete in all respects, and shall be held to include all waste on materials, duties, landing charges, shipping costs for transport by air, sea or land (or any combination thereof), insurance, all taxes and duties, unloading, storage, getting into position, hoisting, lowering, erection, distributing to positions, fixing, temporary works including false-work and formwork (shuttering), demolition, excavation, removal of debris, labour, materials, scaffolding and staging, plant, supervision, maintenance, Contractor's profit and establishment/ overheads, together with preparation of design and drawings, all general risks, insurance liabilities, compliance of labour laws and taxes/duties, etc. as per statutory obligations set out or implied in the Contract, making good prior to handing over to the Employer and anything reasonably to be inferred from the description of the item and indispensably necessary thereto, and all other requirements of the Contract.

The activity descriptions for items within Payment Centres shall be deemed to cover all aspects of the relevant item scope, irrespective of the fact that the Bidder may not have taken into account in his Lumpsum quote against any item description. The total amount of each Payment Centre shall be deemed inclusive of all of the Contractor's obligations to execute that part of the Works covered by the Payment Centre and to perform all of his other obligations under the Contract in respect thereof. The Contractor shall not be entitled to receive any further or additional payment in respect of such Payment Centre.

The total amount of each of the Payment Centres A to H shall be equal to 100% of the Sum of the Payment inserted into the Pricing quote in Clause 1.7.1.

1.2 Contract Price

The Lump sum price quoted inclusive of GST and all taxes, levies, duties, Royalties etc. in the Clause 1.7.1, constitutes the Contract Price which shall be the total amount to be paid to the Contractor for executing the Works and performing all other obligations under the Contract.

The Contract Price shall not be subject to adjustment by the Contractor in respect of any error or oversight in the preparation of the Pricing Document, and they represent the full extent of the Contractor's entitlement to receive payment in respect of this work.

The payment towards contract sum shall be only in INR.

1.3 Description of Payment Centres

The Pricing Documents comprise Payment Centre "A", which represents Preliminaries, General and Design Requirements associated with Payment Centres B to H inclusive, and Payment Centres "B, C, D, E, F, G & H" which represent a series of work activities comprising a complete component when constructed.

1.3.1. Payment Centre A

Payment Centre A is dedicated to Preliminaries, General & Design Requirements as stated in the Centre of Payments, including, but not limited to, the following, as per the requirements and other details given in the Employer's Requirements, Drawings and Specifications;

- a) Initial Works Programme
- b) Three Month Rolling Programme
- c) Detailed Works Programme
- d) Monthly Progress Report
- e) Software Support Plan
- f) Back-up copies of the Software Submission
- g) Interface Management Plan
- h) Co-ordination Installation Plan for all works
- i) Project Management Information System
- j) Contractor's Staff Organisation Plan

- k) Occupational Safety, Health & Environmental Plan
- l) OHS&E Manual requirements submission
- m) Environmental Management Plan
- n) Dust Control Plan
- o) Temporary Traffic and Control Plan
- p) Accommodation proposals and provisions
- q) Procurement Plan
- r) Contractor's Manufacturing Management Plan
- s) Testing and Commissioning Programme
- t) Test Procedures
- u) Inspection and Test Plan
- v) Factory Test Plan
- w) Partial Acceptance Test Plan
- x) System Acceptance Test Plan
- y) Maintenance Support Plan
- z) All interfacing works within the Project and other Interfacing Contractors, and
- aa) All other items included in the Scope of Works given in Employer's Requirements (Volume 3).
- bb) The geotechnical information given in Volume 7 are for reference only. The contractor shall carryout adequate number of bore holes and testing to ascertain the geotechnical conditions to perform the design accordingly for which payment will be made as per Item A2.11. The number of bore holes given there are only indicative.
- cc) Design of the temporary and permanent works

The Bidder is to note that some of the Items are payable as a portion of the indicated percentage on a monthly or quarterly basis or are paid proportionately using the percentages of the items of works.

The Bidder should note that if any of the Key Staff is not employed and/or not reported for the work on site within 30 days of date of mobilisation as per the Noticed Contractor's Programme, there shall be a deduction of INR 10.00 lakhs for each month or part thereof for each missing Key Staff, as determined by the Employer / the Engineer and whose decision shall be final and binding.

A Key Staff shall be replaced only in exceptional and unavoidable circumstances and subject to the following:

1. Only when a replacement Key Staff with equivalent or better qualification and experience is Noticed by the Engineer and duly employed by the Contractor and in-place; and
2. A penalty of INR 10.00 lakhs will be recovered from the Contractor's Interim Payments.

1.3.2. Payment Centres “B, C, D, E F,G & H”

Payment Centres “B,C,D,E,F,G & H” are dedicated to construction and finishing of all works including at-grade road and allied works, box culverts, solid ramp with RE wall, enabling works, road on stilt, obligatory span with 80/100m, Interchanges, electrification and street lighting, restoration/ reinstatement of the road works, architectural and builders works, building services, finishes and electrical services etc. as specified and as stated in the Centre of Payments, as per the requirements and other details given in the Employer’s Requirements, Drawings and Specifications, and as briefly listed in Clause B2 (1) of Volume 3.

The Contractor is to note that some of the Items are payable proportionately using the percentages of the items of works, as cumulative percentages.

The Contractor’s Lumpsum Price shall include diversion of utilities identified in the tender documents (chartered utilities). Works relating to diversion, relocation, etc. of the uncharted utilities necessitated by the Works the payment shall be on a BOQ measurement basis and the rates shall be based on the BMC’s Unified Schedule of Rates for Common Building and Construction Works, and in the event the rates are not available in BMC’s SoR then the latest edition of the CPWD Schedule of Rates, applicable to Mumbai or Schedule of Rates of the concerned Utilities Department shall be used.

The Bidder shall carry out the works relating to utilities in consultation with the concerned utility agencies. Also at the time of execution of this work, if required/insisted by the utility agencies, their approved Sub-contractors shall be used.

The cost of works/activities pertaining to those utilities which are required to be retained/protected (or those utilities that are not permitted to be diverted by the Relevant Authorities) during construction will be deemed to be included in the Lump sum Price quoted.

1.3.3. Price / Cost Breakdown

1.3.3.1. The **Lump sum** price apportioned shall be deemed to include for all costs associated with the supply, and delivery to Site of such item by the Contractor (including, without limitation, the cost of design, manufacture, packing, supply and delivery to Site, testing and commissioning, labour cost as applicable, preliminaries and other general requirements, overheads and profit, etc.) irrespective of the quantity of the items to be supplied.

1.3.3.2. The percentage indicated for each item detailed in Payment Centres, A to H of this Pricing Document is for payment only for finished items of work, 100% complete in all respects, as stated in Clause 1.1 of this, Pricing Document.

1.3.3.3. Within 56 days from the date of receipt of LOA, the Contractor shall submit a detailed breakup of Lumpsum, apportioned against each Payment Centre.

1.3.3.4. Variations will only be considered if there is any additional work required beyond the scope of works or the Employer/ the Engineer instructs any changes to the existing scope.

1.3.3.5. Payments to the Contractor will be made on a monthly basis in accordance with Clause 14.3

of the GCC and PCC, [*Application for IPCs*], unless otherwise stipulated. All items will be paid at 100% completion or on the figures given in the Payment Centre or based on the part work carried out as decided by the Engineer.

1.4 Centre of Payments (COPs)

The Centre of Payments (Payment Schedule)- refer to Sub-clause 14.3 of the GCC and 83 of PCC Volume 2, for a Payment Centre shows the amount payable to the Contractor for work carried out in that Payment Centre subject to conditions stated in this Contract and shall be used to determine the amounts of the interim payments in accordance with Sub-clause 14.3 of GCC and Subclause 83 of PCC, Volume 2.

As part of the first Monthly Progress Report provided in accordance with Sub-clause 18.5 of Section A Volume 3, the Contractor shall convert the time scale of the COPs included as part of the Contractor's Submission from "months after Commencement Date" to months and years on the Gregorian calendar.

1.5 Payment Concept

Payment will be calculated using the Centre of Payments (COPs), subject to the Engineer being satisfied that the works are duly completed. Upon mutual agreement between the Engineer and the Contractor, the individual items of works will be paid proportionately on partial completion. Payment will be based on the Contractor's submission of a monthly statement, in accordance with Sub-clause 14.3 of GCC and 83 of PCC of Volume 2.

Subject to the Contractor's Monthly Statement meeting the minimum value of 2% of Contract Price, and after the Employer / the Engineer's assessment, the Employer / the Engineer will issue an Interim Payment Certificate calculated on percentages from the COP Items.

If any type of work specified in the Centre of Payment is changed, the corresponding Payment Centres may be changed upon mutual agreement between the Engineer and the Contractor during design/construction phase.

1.6 Revisions during the contract Period

1.6.1. Revisions to Centre of Payments

The affected Payment Centre total, the Centre of Payments, and the Contractor's Price shall be adjusted by the Engineer/the Employer with the approval of the Employer to incorporate any change to the Contract Price. The Contractor shall update the Centre of Payments and submit to the Engineer for a Notice to proceed.

1.7 Financial proposal

1.7.1. The financial proposal comprises of e-Packet C (Mandatory) and e-Packet C₁ (Optional).

(a) The tenderer is required to quote a Lumpsum amount in the Pricing Centre in the e-Packet C.

Pricing Centre

Name of Work: Design and Construction of 45m wide Elevated Road from Link Road at Dahisar (West) in BMC limit to Bhayander (West) in MBMC limit (Coastal Road Last Leg).

Contract Code: 7200037432

Description	Lumpsum Cost in INR	
	In Figures	In Words
Design and Construction of 45m wide Elevated Road from Link Road at Dahisar (West) in BMC limit to Bhayander (West) in MBMC limit (Coastal Road Last Leg). (Including 12% GST) Contract Code: 7200037432		

Your's faithfully,

(Signature of Tenderer with Seal)

Note:

- i. Estimated cost of the project is inclusive of 12% GST.
- ii. Any Additional GST burden will be dealt with; as per Circular CA/Finance/Project/25/dated 12.07.2022 issued by CA (F) Department.

1.7.2. The above Lumpsum amount shall be apportioned for various works as below:

Payment Schedule	Description	Weightage in Percentage
A	Preliminaries and Design	10.00
B	Road works including Site Clearance, Earthwork, subgrade, sub bases, bases, hard shoulders, surface courses, road furniture and associated works	0.89
C	Enabling Works including platforms in mangroves and marine, casting yard, temporary jetty and access roads	11.42
D	Cross Drainage Works	0.19
E	Road on Stilt over Mangroves and Salt Pans	43.92
F	Major Bridge with Obligatory Span (80m/100m) Including Viewing Deck, Space Needle and Allied Infrastructure	24.21
G	Interchanges & Traffic Management	6.84
H	Bus Terminal Cum Multi-storeyed Parking, Electrification, Street Lighting & CCTV Surveillance	2.53
	PAYMENT CENTRE TOTAL	100.00%

Notes:

- 1) The above apportionment does not reflect the actual cost of such works. This is meant for payment purpose only. Further stage wise payment will be made as per Payment Centres given Clause 1.7.3 for all Cost Centres.
- 2) Payments for this Contract will be made in Indian Rupees.
- 3) Goods and Service Tax (GST) has already been notified by the Government of India. The Lump Sum quoted shall be inclusive of GST and all taxes, duties, levies etc.

Signature of the Authorized Signatory

1.7.3. Centre of Payments

Payment Centre	Description	Unit	Qty	Percentage for Sub-Items
A1.0	Preliminaries and Design			
	Contractual Submissions			
A1.1	Submission of PII, Performance Guarantee, insurances, etc. and execution of agreement	Unit	1	2%
	General Items			
A1.2	Initial Works Programme Submission / Approved Works Programme	Item	1	2%
A1.3	Works Programme updates, revisions and Three Month Rolling Programme	No.	16	4%
A1.4	Monthly Progress Report	No	48	2%
A1.5	Programme for Design Deliverables (Design Units)	Item	1	2%
A1.6	Quality Assurance & Quality Control	No	16	2%
A1.7	Establishment of Project Management	No	1	2%
A1.8	Contractor's Staff Organisation Plan & Key Staff. Mobilisation	No	1	2%
A1.9	OHS&E Plan Submission	Item	1	4%
A1.10	Compliance with Occupational Safety, Health Audits Quarterly	No	16	2%
A1.11	Quarterly Environmental Management	No	16	2%
A1.12	Making bore holes including testing, along the alignment as required by the contractor to ascertain geotech conditions for proper design.	Number	50	10%
A1.13	Provision and Maintenance of GC & PMC	Month	48	4%
A2.0	Design			
A2.1	Submit and obtain the Engineer's Notice to proceed for the detailed site and Ground investigation Reports, including, but not limited to, general layout, detailed design of temporary works including bunds, drains, sluices, pipelines, jetties, which contractor has to handle for filling, laboratory testing and interpretive reports.			10%
	Submit and obtain the Engineer's Notice to proceed for Design Deliverables; Payment (at completion of):			

Payment Centre	Description	Unit	Qty	Percentage for Sub-Items
A2.2	i. Submission of Preliminary Design and other design/durability related documents			10%
A2.3	ii. Detailed Design and vetting from IIT			15%
A2.4	iii. Good for Construction Drawings Issued and vetting from IIT			5%
A2.5	iv. As Built Drawings			5%
A2.6	Undertake site clearance to the satisfaction of the Engineer of all site areas including the removal of vegetation, tree felling, removal of refuse, removal of unsuitable soil, removal of surface water, demolition of existing structures such as any jetties if any, etc.			5%
	Payment:			
	i) 50% complete (50%)			
	ii) 100% complete (100%)			
A2.7	Submit and obtain the Engineer's Notice to proceed for the Traffic Management Plans including schemes for the diversions of roads, footpaths, phasing of works construction, programme for implementations of schemes, temporary road markings, temporary barricading, temporary signage, temporary road lighting, temporary traffic lights, etc. and obtain the necessary approvals of the appropriate authorities on the proposals.			5%
A2.8	Design, supply and install barricading entire site wherever necessary to the satisfaction of the Engineer including lighting, signage and painting with BMC logo and maintain the same in satisfactory condition for the duration of the works. To be paid quarterly.			5%
	Total for Payment Centre A			100%

Payment Centre	Description.	Percentage for Sub-Items
B	Road works including Site Clearance, Earthwork, subgrade, sub bases, bases, hard shoulders, surface courses, road furniture and associated works	
	Civil Works	
B1.1	Undertake site clearance to the satisfaction of the Engineer of all site areas including the removal of vegetation, tree felling, removal of refuse, removal of unsuitable soil, removal of surface water, demolition of existing structures such as any jetties if any, etc. Payment: i) 50% complete (on completion of 50% area) ii) 100% complete (100% on completion of 100% area)	5%
B1.2	Providing earthwork above HWL with select fill in layers up to subgrade bottom, approved by the Engineer to the level shown in the drawings.	15%
B1.3	Preparation of subgrade and filling with approved materials as specified, providing, laying and compacting granular sub-base and graded crushed stone aggregate for wet mix macadam as specified including Geotextile / geogrid.	35%
B1.4	Providing and applying prime coat, tack coat and, laying and compacting of hot premix dense bituminous macadam and bituminous concrete for bituminous pavement and Dry Lean Concrete with Pavement Quality Concrete for concrete pavement and Microsurfacing as specified.	25%

Payment Centre	Description.	Percentage for Sub-Items
B1.5	Providing and fixing of curb stones , construction of footpath, utility ducts, road marking, road furniture, etc.	15%
	All Remaining Works	
B1.6	All remaining works as shown in the Employer's Requirements, Drawings and Specifications.	5%
	Total for Payment Centre B	100%

Payment Centre	Description.	Percentage for Sub-Items
C	Enabling Works including platforms in mangroves and marine, casting yard, temporary jetty and access roads	
C1.1	Platform in Mangrove Area	45%
C1.2	Platform in Marine / Creek	15%
C1.3	Casting Yard	20%
C1.4	Temporary Jetty	10%
C1.5	Approach Road to Casting Yard / Jetty	10%
	Total for Payment Centre C	100%

Payment Centre	Description.	Percentage for Sub-Items
D	Cross Drainage Works	
	Civil/Structural Works	
D1.1	Earthwork in excavation for foundation of structures complete as per approved drawings, demolition of existing structures if any	35%
D1.2	Construction of the reinforced concrete box culvert complete in all respects.	55%
	All Remaining Works:	
D1.3	All remaining works as per the Employer's Requirements and as shown in the Employer's drawings and Specifications.	10%
	Total for Payment Centre D	100%

Payment Centre	Description.	Percentage for Sub-Items
E	Road on Stilt over Mangroves and Salt Pans	
	Bridges	
E1.1	Piling, casting of pile cap as per design and specifications including load test as per requirements.	20%
E1.2	Construction of piers and pier caps including supplying and fixing of bearing as per the design and specifications.	20%
E1.3	Casting of precast concrete girders or segments as specified.	15%
E1.4	Transporting and launching of precast concrete girders or segments as specified.	15%
E1.5	Providing RCC crash barriers and approach slabs, expansion joints, drainage spouts, etc. as specified.	5%
E1.6	Laying of Microsurfacing on the deck which includes tack coat, as per specified.	10%
E1.7	Providing and fixing of lights, sign boards etc.	5%
	All Remaining Works	
E1.8	All remaining works as shown in the Employer's Requirements Drawings and Specifications including walkways, drainage system, roads, Utility supporting system and protection including removal of trees and surface furniture, and reinstatement of temporary areas , if any etc.	10%
	Total for Payment Centre E	100%

Payment Centre	Description.	Percentage for Sub-Items
F	Major Bridge with Obligatory Span (80m/100m) Including Viewing Deck and Allied Infrastructure	
	Bridges	
F1.1	Piling, casting of pile cap as per design and specifications including load test as per requirements.	20%
F1.2	Construction of piers and pier caps including supplying and fixing of bearing as per the design and specifications.	20%
F1.3	Casting of Steel Arch Girders or segments as specified.	20%
F1.4	Transporting and launching of Steel Arch Girders or segments as specified.	20%
F1.5	Providing RCC crash barriers and approach slabs, expansion joints, drainage spouts, etc. as specified.	5%
F1.6	Laying of Microsurfacing on the deck which includes tack coat, as per specified.	5%
F1.7	Providing and fixing of lights, sign boards etc.	5%
	All Remaining Works	
F1.8	All remaining works as shown in the Employer's Requirements Drawings and Specifications including walkways, drainage system, roads, Utility supporting system and protection including removal of trees and surface furniture, and reinstatement of temporary areas , if any etc.	5%
	Total for Payment Centre F	100%

Payment Centre	Description.	Percentage for Sub-Items
G	Interchanges & Traffic Management	
	Structures	
G1.1	Piling, casting of pile cap as per design and specifications including load test as per requirements.	20%
G1.2	Construction of piers and pier caps including supplying and fixing of bearing as per the design and specifications.	20%
G1.3	Casting of precast concrete girders or segments utility ducts as per design.	20%
G1.4	Launching of precast concrete girders or segments utility ducts as per design.	10%
G1.5	Construction of Reinforced Soil Wall Ramp including foundation and erecting Precast Reinforced Earth wall panels with precast facia and GI/HDPE reinforcement, Earthwork, Subgrade, pavement layers, road marking and signages, etc.	10%
G1.6	Providing and placing of RCC crash barriers and approach slabs, expansion joints, drainage spouts etc. as specified.	5%
G1.7	Laying of Microsurfacing on the deck which includes tack coat, as per specified.	5%
G1.8	Providing and fixing of lights, sign boards etc.	5%
	All Remaining Works	
G1.9	All remaining works as shown in the Employer's Requirements Drawings and Specifications including walkways, drainage system, roads, Utility supporting system and protection including removal of trees and surface furniture, and reinstatement of temporary areas , if any etc.	5%
	Total for Payment Centre G	100%

Payment Centre	Description.	Percentage for Sub-Items
H	Bus Terminal Cum Multi-storeyed Parking, Electrification, Street Lighting and CCTV Surveillance	
	Supply, Installation, Testing and Commissioning	
H1.1	Manufacture, factory Testing, Inspection For Shipping and transit to Site (if applicable) and Storage at Site of all equipment including all spares.	20%

Payment Centre	Description.	Percentage for Sub-Items
H1.2	Site preparations, Installation, post Installation Inspection and System Acceptance Testing.	30%
H1.3	Integrated Testing, Commissioning; Operational Acceptance Testing and Demonstration of the performance of the Complete System.	40%
	All Remaining Works:	
H1.4	Completion of All Remaining Works as per the Employer's Requirements and as shown in the Employer's Drawings and Specifications.	10%
	Total for Payment Centre H	100%