



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 1

**Notice of Intimation to and
Instructions to Tenderers**

E-Tender Notice no: 7200037432

Volume 1

Notice of Intimation to And Instructions to Tenderers (ITT)



Design and Construction Contract
Layout of Tender Documents:-

Disclaimer	
The tender documents consist of the following Volumes	
Volume 1	Notice of Intimation to e – Tender Notice Instructions to Tenderers Annexures 1 to 9 and Form of Tender and Appendices List of Abbreviations used
Volume 2	Conditions of Contract: Part I General Conditions of Contract shall be “FIDIC Conditions of Contract for Plant and Design-Build – First Edition 1999” (GCC) Part II Particular Conditions of Contract (PCC)
Volume 3	Employer’s Requirements Section A – General, Section B – Functional Section C – Design Section D – Construction Appendices
Volume 4	Outline Design Specifications Section 1 – Roads Section 2 – Bridge Works Section 3 – Civil Structures Section 4 – MEP Works Section 5 – Structural Health Monitoring
Volume 5	Outline Construction Specifications Section 1 – Roads Section 2 – Bridge Works Section 3 – Civil Structures Section 4 – Geotechnical, Geotextiles & Ground Improvement
Volume 6	Employer’s Drawings
Volume 7	Reference Documents
Volume 8	Financial Proposal (Pricing Document)
Note: The Tenderers, whilst compiling their rates, must carefully consider all the requirements of the documents listed above.	

DISCLAIMER

The information contained in this Request for Proposal Tender Document (the “**E-TENDER**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Employer or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this E-TENDER and such other terms and conditions subject to which such information is provided.

This E-TENDER is not an agreement and is neither an offer nor invitation by the Employer to the prospective Applicant(s) (“the tenderer(s)”) or any other person. The purpose of this E-TENDER is to provide interested parties with information that may be useful to them in the formulation of their application for proposal pursuant to this E-TENDER (the “**Application**”). This E-TENDER includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This E-TENDER may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this E-TENDER. The assumptions, assessments, statements and information contained in this E-TENDER may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-TENDER and obtain independent advice from appropriate sources.

Information provided in this E-TENDER to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this E-TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the E-TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this E-TENDER or arising in any way with pre-qualification of Applicants for participation in the Tendering Process.

The Employer nor its consultants accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this E-TENDER.

The Employer may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this E-TENDER.

The issue of this E-TENDER does not imply that the Employer is bound to appoint the selected Tenderer or Tenderers, as the case may be, for the Project and the Employer reserves the right to reject all or any of the Applications or Tender without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses

associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the Tendering Process.

Volume 1

Notice of Intimation to E-TENDER and Instructions to Tenderer

**Notice of Intimation to E-TENDER (NIT) / E-Tender
Notice**



**Brihanmumbai Municipal Corporation
Mumbai, Maharashtra, India**

BRIHAMMUMBAI MUNICIPAL CORPORATION

NO.CHE/ 7438 / Bridges Dated 10 /10 /2022

Bid No. 7200037432

Notice of Intimation to E-TENDER/ E-TENDER NOTICE

Subject: 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)

1. The Brihanmumbai Municipal Corporation (BMC) invites e-tender to appoint Contractor for the above mentioned work from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Private Limited Companies/ Public Limited Companies/Companies registered under the Companies Act 2013, the contractors registered with the Brihanmumbai Municipal Corporation (BMC) in Class I (A) and above as per new registration and equivalent category as per old registration (Excluding those should not have, in last two years as on date of tender submission been debarred / blacklisted or FIR registered against) or those having equal or more work experience from Central or State Government/Semi Govt. Organization/ Urban Local Bodies / Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors/ sub-contractors who are not registered with BMC will have to apply for registering their firm within three months' time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and a penalty of 0.1% of contract cost or Rs. 10,000/- whichever is more will be recovered/deducted from the contractors payment/bill by the executing department. The contractor, who fails to get registered with BMC in Civil/ Mechanical and Electrical disciplines, shall not be considered for BMC work in future in that discipline. The assessment of actual costs for designing, engineering, procurement and construction of the Project (the "Project Cost") inclusive of all taxes, duties, GST will have to be made by the Tenderers at this E-TENDER stage.
2. Prior to making an Application, the Applicant ("the tenderer") shall pay online through payment gateway from e-wallet to the Employer a non-refundable sum of INR.9400+18% GST as the cost of the E-TENDER Documents and process downloading. The Employer shall not entertain any query or clarification from Applicants who fail to qualify.
3. The scope of work will broadly include earth improvement in intertidal zones, construction of suitable protection works, road building with construction of new pavement, construction of bridges, obligatory span bridge, culverts, road intersections, interchanges, drains, etc. with all allied works (wherever applicable) as per the alignment suggested by BMC from time to time. The successful bidder will be responsible for obtaining all required NOCs from various government authorities such as but not limited to MCZMA, MMB, MMRDA, MBMC, Saltpan Commissioner, Forest clearance from Forest Department/ MoEF&CC etc. BMC authorities will assist only for the applications as and when required.
 - 1) The proposal of alignment of the said road and bridges is under consideration to declare it as Development Plan Roads. There is a possibility of minor change of alignment on recommendations of Government departments which the execution agency has to take cognizance during construction. In case of change of alignment, then the quantity variation to the extent of approved change in alignment shall be worked out as per the accepted rates of the tender and the contractor shall be bound to carry out the work within the specified allotted time. The time extensions shall also be granted to carry out the extra work if required.
 - 2) Six months preparatory period (initial three months for the surveys, investigations, preparation, and submission of proposals for obtaining statutory approvals from

- statutory authorities) shall be allotted separately for obtaining all essential NOCs and preparation of detailed design drawings and approvals. The Project period shall be 42 months. The scope of the Contractor shall include co-ordination with all agencies, obtaining permissions and approvals from all concerned agencies and Government Authorities, such as electrical inspector, safety office, tree authority, forest department, Environment Clearance authority, pollution control board's service providers relevant to the project.
- 3) All expenses and fees connected with permissions and approvals including deposits and renewal fees etc. shall be borne by the Contractor. However, all official fees/deposits related to clearances shall be paid by Tenderer and the same shall be reimbursed by Employer at actual. This condition will supersede any other conflicting provisions in the entire Tender document. Permission should be secured by the contractor for the Corporation.
4. The Applicants are advised to visit the site and familiarize themselves with the Project. Any queries or request for additional information concerning this E-TENDER shall be submitted by e-mail to the Engineer as below.
Applicants may obtain further information from –
Office of the Chief Engineer (Bridges)
Ground Floor, Engineering Hub Building
Dr. E. Moses Road, Near Worli Naka
Worli, Mumbai-400 018, Maharashtra, India
Phone: +91-022-24919252, Fax: +91-022-24919262
E-mail: che.br@mcgm.gov.in
5. All pre-qualified tenderers shall login with BMC for e-tendering process on portal under “e-procurement”.
6. Bidding Process will comprise of THREE stages
- i. The E-tender notice is available on BMC portal (<http://portal.mcgm.gov.in>) as mentioned in the Header Data of the tender.
 - ii. The Tender documents are available on BMC portal (<http://portal.mcgm.gov.in>) to the bidders.
 - iii. In case of any difficulties faced while uploading data by bidder in online process, you can contact on following E-mail ID and Telephone No. before end date and time:
 - iv. IT Help Desk No. :- 022-24811275
 - v. E-mail ID :- etendering.it@mcgm.gov.in
 - vi. All interested bidders whether already registered or not registered with BMC are mandated to get registered with BMC for E- tendering process & obtain login credentials to participate in the online bidding process. The details of the same are available on the above mentioned portal under 'e-procurement' tab.
 - vii. For registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities available on website <https://cca.gov.in>-> Licensed CAs.
7. In terms of the 3 stage system of e-tendering, Bidders are required to pay the EMD of Total INR 25,00,00,000/- (Rupees Twenty Five Crores Only) to be submitted in (i) INR 2,50,00,000 (Rupees Two Crore Fifty Lakhs Only) through online gateway of Brihanmumbai Municipal

Corporation (BMC) and (ii) rest of INR 22,50,00,000/- (Rupees Twenty Two Crores Fifty Lakhs Only) in the form of Bank Guarantee (Valid for 180 days from the date of submission of the tender), on or before the end date and time of submission specified in the tender, failing which, the Tenders shall be treated as not submitted and any sort of submissions of such Bidder shall not be considered. The scanned copy of original B.G. is to be submitted in e-packet A. the successful bidder will have to deposit the original B.G. with B.M.C., before award of the contract.

8. The EMD shall be refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit.
9. On line EMD of INR 2,50,00,000 including encashment of Bank Guarantee of INR 22,50,00,000/- paid by the Tenderer shall be forfeited by BMC, if the tenderer fails to furnish required information in e-Packet-B after intimation is given to him.
10. As per THREE Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendors' document online in Packet A, B. Packet A,B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Chief Engineer (Bridges). The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.
11. Key Details and Schedule of Submission are as follows:-

Sr. .	Particulars	Schedule
1	Request for Proposal for Design & Built the Mumbai Link Road Project from Dahisar (West) to Bhayander (West)	45 meter wide roads and bridges
2	Tender Security Amount (EMD) (Refundable)	1. Rs 2,50,00,000/- through Online Gateway 2. Rs 22,50,00,000/- In the form of Bank Guarantee from Approved List of Banks by BMC (the scanned copy of original B.G. is to be submitted in e-packet A)
3	Cost of Tender (Tender Fee) (Non-Refundable)	Rs. 10400 + 18 % GST
4	Contract Period	42 months (Inclusive of monsoon)
5	Sale of E-Tender starts from	From 17/10/2022 16:00 hrs. onwards
6	Pre-Bid conference	At 03/11/2022 14:00 hrs.
7	Venue of Pre-Bid conference	Office of the Additional Municipal Commissioner (Projects), 2 nd Floor conference hall, Brihanmumbai Municipal Corporation Head Office Annex Building, Mahapalika Marg, Mumbai-400 001, Maharashtra, India Phone: +91-022-24919252, Fax: +91-022-24919262

8	Clarifications of queries: The interested tenderers have to download E-Tender documents and raise all the queries including technical, design etc. by e-mail to the Engineer within stipulated time. Email Id: che.br@mcbgm.gov.in	Up to 11:00 hrs. on 03/11/2022
9	Last Date & Time of e-Tender Sale	Up to 16:00 hrs. on 18/11/2022
10	Date & Time of uploading document in e- Packet 'A', and Technical submission in e- Packet 'B'	Up to 18:00 hrs. on 18/11/2022
11	End Date & Time of entire submission uploading with Commercial Proposal, e-Packet 'C'	Up to 18:00 hrs. on 18/11/2022
12	Date & Time of Opening of e-Packet 'A', Physical packet 'A' & Technical e-Packet 'B'	In the office of Chief Engineer (Bridges) From 16:00 hrs. on 21/11/2022
13	Date & Time of opening of e-Tender, e-Packet 'C' (Commercial Bid)	In the office of Chief Engineer. (Bridges) From 15:00 hrs. on 02/12/2022

12. Tenderer should follow the special instruction to e-tendering provided in Instruction to the Tenderers.
13. All bids shall be submitted online in e-tendering module only, unless instructed specifically.
14. The Municipal Commissioner reserves the right to reject/modify all or any of the e-tender(s) without assigning any reasons at any stage.
15. The dates and time for submission and opening the bids 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.mcbgm.gov.in>)
16. The Applicants interested for the above referred works may contact the Chief Engr. (Bridges) City at the following address on any working day during office hours.
Office of Chief Engineer (Bridges)
Engineering Hub Building, Dr E Moses Road,
Worli Naka, Worli, Mumbai – 400 018
17. The applicants may wish to visit the site under reference located at Dahisar West (BMC Limit) and Bhayander West (MBMC Limit), and can collect the information of the present status from the department who have invited the bids. The BMC reserves the rights to accept any of the application or reject/modify any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of BMC. (<http://portal.mcbgm.gov.in/tenders>).

-Sd
Chief Engineer (Bridges)

Sr. No.	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
1. Eligibility							
1.1	Nationality	REPUBLIC OF INDIA or of any country as in ITT 1.3.6	Must meet requirement		Must meet requirement		Forms – 1.1 and 1.2
1.2	Conflict of Interest	No conflicts of interest as in ITT 1.3.4	Must meet requirement		Must meet requirement		Qualification Eligibility Form
1.3	Ineligibility	Not having been declared ineligible by Employer or another employer as described in ITT 1.3.4 (c)	Must meet requirement		Must meet requirement		Qualification Eligibility Form & Undertaking Cum Indemnity Bond
1.4	Government Owned Entity	Tenderer required to meet conditions of ITT 1.3.4 (d)	Must meet requirement		Must meet requirement		Forms – 1.1 and 1.2
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of or expulsion from or termination of a contract did not occur within last THREE years.	Must meet requirement by itself or as partner to past or existing Joint Venture / Consortium		Must meet requirement by itself or as partner to past or existing Joint Venture/ Consortium		Form – 2
2.2	Failure to Sign Contract	Not being under execution of a bid securing declaration or forfeiture of bid security or earnest money deposit pursuant to ITT 4.5.9 for last 3 (THREE) years.	Must meet requirement		Must meet requirement		Qualification Eligibility Form

Sr. No.	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
3. Financial Situation							
(In case if project is executed in India and valued in foreign currencies, the project value shall be calculated at the TT Selling Rate published by the Reserve Bank of India at the date of the audited financial statement)							
3.1	Financial Performance	Submission of audited financial statements acceptable to the Employer, for the last 5 (Five) financial years to demonstrate the current soundness and profitability of the Tenderer's financial position	Must meet requirement		Must meet requirement		Form – 3.1
3.2	Average Annual Turnover	Minimum average annual Turnover for the last 3 (Three) years, shall not be less than Rs. 834.06 Cr. An escalation rate of 10% p.a. can be applied to annual turnover of previous years (ref. Note no. 4.0) to arrive at current year turnover value.	Must meet requirement	Must meet requirement		Lead Member must meet Fifty percent (50%) of the requirement	Form – 3.2
3.3	Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets or lines of credit other than any contractual advance payments to meet cash-flow requirement of 10% of Estimated Cost	Must meet requirement	Must meet requirement		Lead Member must meet Fifty percent (50%) of the requirement	Forms – 3.3a and Form - 3.3b with Statutory Auditor's certificate.

Sr. No.	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
		for this project.					
3.4	Available Bid Capacity (ABC)	ABC to be greater than Two Times the Estimated Cost. $ABC = A \times N^2 - B$ where A = Average annual value of construction works executed during the last ten years; N = Number of years prescribed for completion of the works for which the Tenders are invited (Five years); and B = Value at current price level of the existing commitments and on-going works to be executed over the next FIVE years;	Must meet requirement	Must meet requirement		Lead Member must meet Fifty percent (50%) of the requirement	Form – 3.4
3.5	Net Worth	The Tenderer's Net Worth should be equal to or greater than Rs. 631.86 Cr. as on 31.03.2021. Tenderer shall have to furnish Certificates from Chartered Accountants, certifying the Net worth as on 31st March, 2021. Net worth will be calculated as per The Companies Act	Must meet requirement	Must meet requirement		Lead Member must meet Fifty percent (50%) of the requirement	Form – 3.1

Sr. No.	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
		2013					
4. Experience							
4.1	General Construction Experience	Experience in construction contracts in the last 10 (Ten) years prior to the Submission Deadline	Must meet requirement	Must meet requirement		Lead Partner must meet requirement	Form – 4.1
4.2	Relevant Construction Experience in Key activities in construction and commissioning / Completion	<p>Eligible Projects Experience in relation to “Eligible Projects” either fully completed or substantially completed (i.e. 80% payment bills received of contract value) after January 01, 2010 in India.</p> <ul style="list-style-type: none"> At least one Eligible Project with minimum value of Rs. 1516.46 Cr. OR At least two Eligible Projects with minimum value of Rs. 1010.98 Cr. each OR At least three Eligible Projects with minimum value of Rs. 758.23 Cr. each <p>Eligible Project means Design & Construction</p>	Must meet requirements	Must meet requirements			Form – 4.2 with certification & RPC 1

Sr. No.	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
		experience in infrastructure related works including Bridges, Flyovers, & Elevated of Metro for Central or State Government/Semi Govt. Organization/ Urban Local Bodies / Central or State Public Sector Undertakings. Minimum Project Requirement described in table below under heading Project Requirement.					
4.3	Relevant Construction Experience in Key activities	The bidder should have executed the structural steel work of 4,000 MT in a single work/job in bridge/ flyover/ Elevated metro	Must meet requirement	Must meet requirement			
4.4	Relevant Construction Experience in Key activities	The bidder should have experience of successfully completed minimum 1 bridge/ flyover/ Elevated Metro in MMR region in last seven years	Must meet requirement	Must meet requirement			
5. Others							
5.1	Guarantees	Where a parent company's technical/ Financial experience, expertise or goods are used in order to	Must meet requirement		Must meet requirement		Form of Undertaking to Provide Parent Company

Sr. No.	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
		meet the qualifying criteria an undertaking to Provide a Parent Company Guarantee is required for the work proposed in accordance with ITT 23.0.					Guarantee
5.2	Staffing Resources	Provide proposed organization structure for the undertaking project and CV's of key staff members	Must meet requirement	Must meet requirement			Provide organization chart and CV in approved Format

Project Requirement as per 4.2

Sr. No	Section Name	Jurisdiction	Type of Road/ Structure	Start Chainage	End Chainage	Length of Alignment (m)	Label
1	Dahisar Link Road	BMC	Interchange at Dahisar	0	280	280	A
			Road on Stilts in Mangroves	280	1450	1170	D
		MBMC	Road on Stilts in Mangroves	1450	1480	30	D
			Elevated Road in Creek	1480	1580	100	D
			Road on Stilts in Mangroves	1580	1700	120	D
			Elevated Road in Creek	1700	1800	100	D
			Road on Stilts in Mangroves	1800	1980	180	D
			Elevated Road on Salt Pan	1980	3450	1470	D
			Road on Stilts in Mangroves	3450	4110	660	D
			Interchange at Bhayander	4110	4580	470	A
	Length Details in m		Total Length			4580	
			Total of D			3830	
			Total of A			750	

Work Component	Minimum Requirement
Flyovers / Bridge in Creek / sea / Rivers	<p>Three works of Single Structure with 2 + 2 lane, minimum 30% of length of 'D'</p> <p style="text-align: center;">Or</p> <p>Two works of Single Structure with 2 + 2 lane, minimum 40% of length of 'D'</p> <p style="text-align: center;">Or</p> <p>One works of Single Structure with 2 + 2 lane, minimum 50% of length of 'D'. Where D is 3830 mtrs.</p> <p>And The Bidder should have completed at least 1 Bridge / Flyover involving 6 Lane Carriageway (2 x 3 lanes). And</p>
Obligatory Span of Bridge	<p>100 Meters in a Single Project in a Bridge / Metro Viaduct over Sea / creek / River / Railway</p> <p>And</p>
Piling Works	The minimum cumulative Piling of 20,000 RMT in a single project of flyover / bridge.

Notes:

1. Tenderer must demonstrate that they meet or exceed the criteria in Appendix C Qualification Criteria by providing details of Eligible Experience which shall be assessed against the characteristics as described in ITT 1.1 Relevant Information and Scope of the works.
2. For each Reference Project submitted as Eligible Experience the Tenderer shall submit the following as per the formats provided in Appendix D-Tenderer Qualification Forms.
 - Certificate from the concerned client on client's letter head in the format provided.
 - Duly notarized copy of work order / extract of contract confirming the scope of work.
 - In case a particular project has been jointly executed by the Tenderer (or any Party constituting the Tenderer) as part of a JV, the Tenderer shall further support its claim as a lead partner by producing a certificate from its Statutory Auditor or the client.
3. Tenderer shall
 - a. Self-complete reference project certificate on letter head of the Statutory Auditor duly appointed by the Company with UID Number (with appropriate declaration), OR
 - b. Provide a corresponding client certificate mentioning relevant details of the project with specified component.
4. Updation of annual turnover (3.2) and contract value (4.2) to the price level of the tender year to be done at the rate of 10% per year compounded annually as follows:

2020-2021:	1.21
2021-2022:	1.10
2022-2023:	1.00 (base year / current price level)

5. Design Standards shall be specifically mentioned in the contract document or agreed in

writing with the client before commencement of the project.

6. The bidder should have executed/substantially completed at least one EPC/Design and construction project using 5D Building Information Modeling with LOD 500 in last seven years.
7. Should have an operational batching plant of minimum capacity of 60 cum /hr in MMR since last 2 years.
8. There should be no collapse due to failure of superstructure / substructure of any bridge / flyover / metro work within 5 years of commissioning.
9. The bidder should not be in a negative list /self-imposed to refrain from participating in bids / prohibited / debarred / blacklisted in last one year by any central govt. dept. / state govt. / PSU / local body, etc.

Volume 1

Notice of Intimation for E-Tender and Instructions to Tenderer

Instructions to Tenderers (ITT)



Brihanmumbai Municipal Corporation
Mumbai, India

Volume 1

Notice of Intimation to E-TENDER and Instructions to Tenderers Instructions to Tenderers

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Section- I-Special Instructions to Tenderers for E-Tendering

SECTION-I

SPECIAL INSTRUCTIONS TO TENDERERS FOR e-TENDERING

1. The e-Tendering process of BMC is enabled through its Portal '<http://www.mcgm.gov.in>'. (URL: <https://tender.mcgm.gov.in/sap/bc/gui/sap/its/bbpstart?sap-client=900>)
2. All the information documents are published under the 'e-Procurement' section of BMC Portal.
3. No manual offers sent by Post/Fax or in person shall be accepted against e-tenders. Physical submissions are not allowed unless instructed specifically. Otherwise all such physical submissions shall be treated as invalid offers and will not be considered.
4. Affixing of digital signature at any one place in the bid document while submitting the tender shall be deemed to mean acceptance of the terms and conditions contained in the tender document as well as confirmation of the tender offered by the Tenderer which shall include acceptance of special directions/terms and conditions incorporated, if any;
5. All the documents, data uploaded and submitted by the Tenderer online shall be digitally signed by the authorized signatory; the system will be prompting for digital signature certificate. Thus, it is mandatory for the Tenderer to participating in the e-Tendering to procure digital signature certificate of Class-1 (A) and 'Company' Type.
6. Digital Signature Certificates: Tenderer can procure digital signature certificate from any of the certifying authorities in India.
7. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in the e-Procurement section.
8. In order to participate in an e-Tender, the registered Tenderers 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 setting and root certificates installation as mention 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–Tendering Process' which is available in the 'e-Procurement' section of the 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 the Tender fee through Payment Gateway. If the transaction is successful, the Tenderer 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 tender documents along with other relevant information documents.
 - e) Pay earnest money deposit (EMD) as per the instructions given in the Tender Document.
 - f) Upload the tender (bid) documents as specified in this document, in the same folder names "Tenderer's Documents". System will prompt for digital signature certificate while uploading these documents.

- g) The Tenderer shall download the relevant documents where the information is to be filled in, take out the print, fill up the required information and sign, scan the documents and upload the same in the folder named "Tenderer's Documents".
 - h) Before submission, Tenderers to verify/ensure that the documents are uploaded properly.
 - i) Submit the Commercial bid (e-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) e-Packet A shall comprise Documents as per clause 4.1.3 (i) and technical e-Packet B shall comprise of the technical bids as per clause 4.1.3 (ii), and Commercial Bids e-Packet C (Commercial Proposal) as per clause 4.1.3(iii). Submission of e-Packets A, B & C is mandatory. Physical submissions are not allowed unless instructed specifically.
 - k) All the documents shall be uploaded before the End Date and Time for uploading the e-Packets mentioned in items 10, 11 & 12 of the Schedule of Submission (Clause 9, NIT).
 - l) The bids can be modified by the Tenderer till the End Date and Time for Bid Submission. However, if a new version of a document is to be uploaded, old version shall be deleted. Tender creator (BMC) starts Tender Opening of e-Packet A after the End Date and Time specified. After which, the Tender Evaluation process starts.
 - m) Tenderer to ensure that his bid is submitted by verifying the 'Bid Status' of the tender in the initial tenders listing screen as 'Tender submitted'.
9. Intimations about any additional documents will be informed to Tenderers by e-mail through their mail ID given in the E-TENDER, OR as mentioned in NIT Clause 9.0, unless if it is changed with a written intimation. The Tenderers should also send reply e-mail acknowledging the receipt of such documents within the stipulated time to the e-mail ID: che.br@mcgm.gov.in.
10. In case of any difficulty while uploading the data in the online process, the tenderer should refer to the mail IDs given on the BMC Portal, under the e-tendering tab. Also for any query related to e-tender, System Analyst, BMC should be contacted at Email: etendering.it@mcgm.gov.in ; Tel No: - 022 24811275.
11. All Tenderers shall ensure that they have access to the latest available standard documents published by other organizations including, but not limited to, FIDIC Conditions of Contract for Plant and Design-Build, First Edition 1999 (General Conditions of Contract), all relevant Indian Standards, the relevant IRC and MORTH publications (as applicable) for Roads and Bridges, Standard Specifications for Breakwater wall construction, Saltpan area and Intertidal area along with the concerned utility departments specifications (Electric supply companies, Water supply companies ,Tele communication companies etc.).
- The recommended design criteria and specifications shall be in accordance with the Codes and Standards specified in this tender document and relevant Indian Codes of Practices/Standards. Where the standards and specifications are not available within the Indian Codes of Practices/Standards, the best international industrial practices/standards in the industry shall be adopted with the approval of the Engineer. Where international standards are specifically noted in the tender documents, they shall be followed. The entire proposal including the design shall be robust and techno-economical.
12. The Contract shall be governed by the documents given in this Tender including Outline Design Specifications, Outline Construction Specifications and the Employer's

Requirements and the Employer's Drawings and the Codes and Standards mentioned therein.

13. Tender Submissions

All Tenderers are hereby cautioned that the Tenders containing any material deviations or reservations or conditions as described in Sub-Clause 4.4.1 of Section II of this Volume, shall be considered as non-compliant, and the Employer reserves the right to disqualify such Tenders.

14. The Tender prices shall be inclusive of all taxes, duties, cess, insurance, and royalty for excavated material etc., i.e. total cost to the Employer.

15. If any additional information is requested by BMC, then such additional information should be e-mailed within the period stipulated. If such additional information is not received within the stipulated time, for such lapses BMC shall not be responsible and it will be treated as Non-compliance of the Tenderer with respect to the said additional information.

16. Intimations about any additional documents will be informed to Tenderers by e-mail through their mail ID given in the E-Tender unless if it is changed with a written intimation. The Tenderers should also send reply e-mail acknowledging the receipt of such documents within the stipulated time to the Email: che.br@mcgm.gov.in

17. If any additional information is requested by BMC, then such additional information should be e-mailed within the period stipulated. If such additional information is not received within the stipulated time, for such lapses BMC shall not be responsible and it will be treated as Non-compliance of the Tenderer with respect to the said additional information.

18. Tenderers may note that the Employer shall reject a Tender if the Tenderer submits a conditional tender, stipulates hedging condition/own conditions, and also stipulates a validity period less than what is stated in the Tender.

19. BMC reserves the right to reject any or all Tenders without assigning any reason. No Tenderer shall have any cause of action or claim against BMC for rejection of his Tender.

20. Following documents shall be uploaded by the Tenderers in the folder named "Vendors Folders" in the online e-Tender:

(I) The e-Packet 'A' shall contain the documents as listed in Clause 4.1.3 (i)

(II) The e-Packet "B" shall contain the documents as listed in Clause 4.1.3 (ii)

(III) The e-Packet 'C' shall contain the documents as listed in Clause 4.1.3 (iii)

21. If the information, data, design to be uploaded by tenderer in e-tender submission is of more than 10 MB size, the files (information, data and design) shall be split into 9.5 MB or lesser size and uploaded serially to form a sequential part of submission as understandable document.

Note:

1. 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/ Tenderer”

Vendor read as “Contractor/Tenderer”

Vendor Quotation read as “Contractor’s Bid/ Tenderer’s Offer”

Purchaser read as “Department/BMC”

2. The terms ‘bid’ and ‘tender’ are used interchangeably in this document. The terms ‘bidder’ and ‘tenderer’ are also used interchangeably in this document. The term E-TENDER also means tender.

Section- II- Instructions to Tenderers

1 GENERAL DESCRIPTION OF THE WORKS

This is the **Request for Proposal** document for the 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). This is a design-and-construct contract consists of grade road, bridges on mangroves and its dispersal. The following are the salient features of the project are:

- Entire Length of Link road: 4.580 km,
- No of Lanes: 8 lanes (4+4 lane),
- Land Filled Road,
- Bridges, Stilts and obligatory span of 100 meter.
- Elevated Road
- Embankment and approach road
- Connection / Interchanges for Traffic dispersal

The Contract period for Design Build Project shall be 42 (Forty-Two) months inclusive of Monsoon period from the date of commencement of work.

Project Details

S. No	Feature	
1	Total Length	4.580 Km
2	Lane Configuration	4+4 Lanes
3	Elevated Length	3.83 Km
4	At –Grade Length	0.75 Km
5	Proposed ROW	45m
6	Design Speed	80 Kmph

Project Sections	
The components of alignment considering based on the terrain classification as detailed below:	

Sr. No	Section Name	Jurisdiction	Type of Road/ Structure	Start Chainage	End Chainage	Length of Alignment (m)	Label
1	Dahisar Link Road	BMC	Interchange at Dahisar	0	280	280	A
			Road on Stilts in Mangroves	280	1450	1170	D
		MBMC	Road on Stilts in Mangroves	1450	1480	30	D
			Elevated Road in Creek	1480	1580	100	D
			Road on Stilts in Mangroves	1580	1700	120	D

Sr. No	Section Name	Jurisdiction	Type of Road/ Structure	Start Chainage	End Chainage	Length of Alignment (m)	Label
			Elevated Road in Creek	1700	1800	100	D
			Road on Stilts in Mangroves	1800	1980	180	D
			Elevated Road on Salt Pan	1980	3450	1470	D
			Road on Stilts in Mangroves	3450	4110	660	D
			Interchange at Bhayander	4110	4580	470	A
	Length Details in m		Total Length			4580	
			Total of D			3830	
			Total of A			750	

1.1 Relevant information and scope of the works

1.1.1 Key Relevant information and address for downloading of documents, correspondence and submission of Tenders are provided in the Notice of Intimation to E-TENDER.

More details are as follows:

- (a) Period for which the Tender is to be kept valid and open, is 180 (One hundred eighty) days from the date of submission of Tender. Tenderers shall unconditionally extend the validity when intimated and warranted by the Employer, and if required in exceptional cases.
- (b) Time to commence the works is 15 (Fifteen) days from the date of receipt of the Letter of Acceptance (LoA).
- (c) Time for Completion of the Works is 42 months (Forty -Two) months inclusive of monsoon periods from the Commencement Date. Six months preparatory period (initial three months for the surveys, investigations, preparation, and submission of proposals for obtaining statutory approvals from statutory authorities) shall be allotted separately for obtaining all essential NOCs and preparation of detailed design drawings and approvals.
- (d) The scope of the Contractor shall include co-ordination with all agencies, obtaining permissions and approvals from all concerned agencies and Government Authorities, such as electrical inspector, safety office, tree authority, forest department, Environment Clearance authority, pollution control board's service providers relevant to the project.

1.1.2 The scope of work will broadly include earth improvement in intertidal zones, construction of suitable protection works, road building with construction of new pavement,

construction of bridges, obligatory span bridge, culverts, road intersections, interchanges, drains, etc. with all allied works (wherever applicable) as per the alignment suggested by BMC from time to time. The successful bidder will be responsible for obtaining all required NOCs from various government authorities such as but not limited to MCZMA, MMB, MMRDA, MBMC, Saltpan commissioner, forest clearance from forest department/MoEF&CC etc. BMC authorities will assist only for the applications as and when required. The project has the alignment which passes through the CRZ affected areas and also has mangroves and salt pan lands.

The proposal of alignment of the said road and bridges is under consideration to declare it as Development Plan roads. There is a possibility of change of alignment on recommendations of government departments which the execution agency has to make during construction. In case of change of alignment, then the quantity variation to the extent of approved change in alignment shall be worked out as per the accepted rates of the tender and the contractor shall be bound to carry out the work within the specified allotted time. The time extensions shall also be granted to carry out the extra work if required.

- 1.1.3 Indicative capital cost of the Project (the “Estimated Project Cost”) will be specified in E-TENDER, the Bidding Documents of the Project. The assessment of actual costs, however, will have to be made by the Bidders only at E-TENDER stage.
- 1.1.4 The works shall comprise the Construction of 45m wide Elevated Road from Link Road at Dahisar (West) in BMC limits to Bhayander (West) in MBMC limits as per the Employer’s Requirements, the outline Design and Construction Specifications and the Employer’s Drawings including but not limited to, the following:
- a) Survey and Investigation including Soil Investigation, Topographic Survey, Existing Building Survey, Utilities Investigation, Existing Water Wells Investigation as necessary; and
 - b) Site clearance, including tree felling and vegetation clearing, tree transplanting, and the fencing, barricading and securing of the site areas and works areas as per norms; and
 - c) The demolition of existing structures, which may or may not be as shown on the drawings, the exact numbers and locations to be confirmed by the Contractor; and
 - d) Design and construction of bridges/roads be in accordance with the Employer’s Requirements, Outline Design and Construction Specifications and Employer’s Drawings.
 - e) Bridge along the main alignment shall be of two separate bridges for each carriageway, each has 4 lanes and 18m width separated by about 9m opening between them.
 - f) The Design and construction of bridge structures shall include but not limited to viaduct segment, Bearings, pier cap, pier, pile foundations, crash barrier and all other associated enabling civil works for lighting.

- g) Tenderers may modify the span arrangements, duly considering the site constraints. Tenderers may also modify the method of construction of the bridges. These should be explained in their Technical proposal.
- h) Pier protection barriers shall be provided as approved by the Engineer.
- i) Protection and relocation of existing utilities; and
- j) Traffic management and road works, both temporary and permanent including diversions of roads and footpaths, temporary decking, pedestrian walkways, and restoration of pavements and road facilities, etc.; and
- k) Monitoring, protection, etc. for structures adjacent to the bridges, Monitoring, protection and /or re-provision; and
- l) All Temporary works necessary including casting yard for fabrication of precast segment /girder; and
- m) Architectural works including finishes to Civil Works structures; and
- n) Provision of intermodal transport facilities; and
- o) Design and providing bridge health monitoring system with SCADA and integration with central control room including survey instrumentation, ground treatment, ground and building monitoring, risk analysis, settlement prediction, underpinning and protection to existing buildings and structures wherever required, preventative and corrective actions, pre conditional surveys and reports;
- p) Construction and maintenance of new and existing roads and diversions, including restoration to original condition; and
- q) Removal, storage and reinstatement of road furniture such as street lighting, traffic signals, bus shelters/stands, footpaths including stone kerbs, boundary walls, horticulture works, and any other work to restore the site to its original condition as stated in the Contract; and
- r) All other works as stated in the Employer's Requirements, the Outline Design and Construction Specifications and the Employer's Drawings.
- s) Any other work essential for any component as per the standards, the relevant IRC and MORTH publications (as applicable) and norms with best international industrial practices/specifications in conformity with Indian or international codes.
- t) All other allied works necessary as requirement of the project as per the tenderers proposal in consonant with the Employer's Requirements. Requirements of various stake holders including government departments, specialist agencies or institutions noted elsewhere in the tender documents shall be considered.

- u) Design and construction of Interchange at Ch. 0+000 (Dahisar End) integrating the existing road network for smooth flow.
- v) Design and construction of bridge section from Ch. 0+280 to Ch. 0+650 with bridge expansion for future connection of Versova-Dahisar Link road with project road.
- w) Design and construction of Interchange at Ch. 4+580 (Bhayander End) integrating the existing road network for smooth flow.
- x) Design and construction of additional fanning to meet future toll plaza requirements, if any.
- y) Design and construction of Bus Terminal cum Multi-level parking from Ch. 0+050 to Ch. 0+150 or any suitable location for 10 buses and 150 ECS (Equivalent Car Spaces) having built up area of minimum 9000 sq.m along with all associated infrastructure. The top floor of the parking shall have beautiful manicure garden as per the instructions of engineer in charge.
- z) Design and Construction of Flag Post, Viewing Deck, Space Needle and Parking Platform near Obligatory spans accommodating following:
 - Equivalent Car Spaces (ECS) for Parking: 500
 - Viewing Deck Seating Capacity: 200
 - Kiosk of adequate size: 40-50
 - Food Court Seating Capacity: 600
 - Flag Post Seating Capacity: 40
- aa) Design and Construction of Flag Post, Viewing Deck, Space Needle and Parking Platform near Obligatory spans shall meet following structural requirements:
 - The foundation for the viewing deck will consist of end bearing piles. The piles will be well socketed in hard rock with proper consideration of socket friction and end resistance. Pile spacing of 3D will be kept to avoid the interference.
 - The piles will be converted into column at higher level. The columns will be suitably tied at intermediate level.
 - Parking Platform will be in RCC with beams spanning in both directions in grid pattern. Deck slab of RCC will be provided on the beam grid.
 - Viewing deck will be a composite structure consisting of steel box plate girder grid. Deck slab will be RCC supported on the steel

girder deck.

- Looking to the difficulties in cast in situ it is proposed to provide precasting technique for beams and deck slab panels.

- bb) The required permissions for the project not limited to environment clearance, forest clearance, honorable high court clearance including preparation of reports and proposals.
- cc) The EIA for the Project identified measures to be taken for Environment management plan to be implemented during and post construction. The Said EMP as per the EIA is scrutinized by the Environment Department, Government of Maharashtra / MOEFCC and approved. The Agency shall be responsible for the executing all measures suggested and approved by the approving agency for the project.

1.1.5 The Scope of Work is described in Volume 3 - Employer Requirements.

1.2 Source of Funds

1.2.1 BMC will take appropriate measures for financing and resource mobilization.

1.3 Eligible Tenderers

- 1.3.1 Unless otherwise approved by the Employer, the Tenders for this Contract will only be considered from those companies, corporation, partnerships, and Joint Ventures which qualify the Qualification criteria as described in Annexure-9 of this Volume-1.
- 1.3.2 The Employer may request Tenderers to clarify, the information submitted as part of their Tender, during the course of the Tender evaluation process.
- 1.3.3 The selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate as such prior to execution of the Contract agreement (the "Bidders") shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of a long-term Contract agreement (the "Contract Agreement") to be entered into between the Bidders and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.3.4 Interested applicants may submit their Application for the project either as single entity or in the form of Joint Venture. Joint Venture is allowed with maximum two partners (One Lead and other as a supporting partner). The lead member should have at least 51% stake and other partner should have at least 49% stake in case of two member JV.
- a. In case of a Joint Venture (JV):
- i. JV Member(s) who have submitted the tender shall not associate with another JV/ be a Sole Applicant to submit the tender for this project. In such an event, all associated Member(s) are deemed to have conflict of interest and shall not be considered.
 - ii. The bid shall be signed by their authorized representative/s and accompanied by a

- registered legal document signed by both parties to the joint venture, confirming therein, in a clear and definite manner, the proposed administrative and financial arrangements for the management and execution of award, the delineation of duties and responsibilities and the scope of work to be undertaken by each party. The authorized representatives of the Joint Venture shall be required to give an undertaking to the effect that each party to Joint Venture shall be jointly and severally liable to the Employer for the performance of the Contract, in case the work is awarded to the Joint Venture.
- iii. One of the members will be required to act as lead member representing the Joint Venture and the duties, responsibilities and power of such lead member shall be specifically indicated and supported by power of attorney and terms of Joint Venture Agreement. If any of the partners of the Joint Venture is a foreign entity, they shall provide an affidavit that undertakes to set up an Indian Company under the Indian Companies Act 2013 before execution of contract in case a successful award is made to the JV.
 - iv. Whenever the advantage of such combination of two or more members/firms/company is to be taken for quoting for a work, the registered agreement should be irrevocable till the completion of work for which they have combined and till all the liabilities thereof are liquidated and the share of lead member should not be less than 51%. Further, the percentage share of the other member/firm/company in such a Joint Venture should not be less than 26%. The lead member shall meet not less than 50% of all qualification like annual turnover and Bid capacity. The Joint Venture must collectively satisfy the criteria of annual turnover, work size items and Bid capacity.
 - v. If the Tenderer has purchased the bidding documents in its own name and subsequently, forms a Joint Venture with one additional company, bidding document purchased by single party can be used for submission of bid in the name of Joint Venture provided the Tenderer purchasing documents is a "Lead Member (Firm)". Experience and resources of partners of joint venture as proposed in the bidding documents and defined in Joint Venture Agreement, shall be taken into account in totality to determine Tenderer's compliance with the qualifying criteria.
 - vi. Joint Venture Bank Guarantees and Bank Solvency Certificates towards bid security shall be provided by Lead member (Firm) of the Joint Venture for the entire bid on behalf of the Joint Venture. The lead member of the Joint Venture shall further submit a letter from its bank to the effect that Bank Guarantees are issued from its (authorised) Bank Account.

b. Joint and Several Liability

- i. In accordance with Sub-Clause 1.14 of the Volume 2- Part 1- General Conditions of Contract, the Tenderers are advised that if the Contractor is a JV, all participants in the JV shall be jointly and severally liable to the Employer for the performance of the Contract and shall signify in writing that they agree to be so bound. This shall be in the form of the Joint Venture Agreement which shall be furnished as part of the e-Tender Submission. All participants in the JV shall undertake and declare that the Lead Member shall represent all the members of the Joint Venture and all members shall at all times be liable and responsible for discharging the functions and obligations of the Joint Venture. The members shall also undertake and declare that the members of the joint Venture shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement

and the Employer shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Employer shall release any payments due solely to the JV and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Joint Venture.

- ii. The Employer shall require, in the event, the JV is declared the successful Tenderer and awarded the project, that the Tenderer incorporate a JV (agreement registered under Registration Act 1908) for entering into the Contract with the Employer and for performing all obligations of the Contractor under the terms of the Contract for the Project. The form of JV (agreement registered under Registration Act 1908) shall be subject to the approval of the Employer

c. Firms / Tenderers not eligible to submit tender:-

- i. Any entity which is barred / blacklisted as on date of submission of tender, by the Central/State Governments, or any entity controlled by it, from participating in any project, shall not be eligible to submit a Tender for the period of debarment / blacklisting following the guidelines issued by Supreme Court for debarment / blacklisting from time to time.
- ii. Any entity which is barred/blacklisted as on date of submission of tender, by the World Bank, JICA or any other International Financing Institution, from participating in any project, shall not be eligible to submit a Tender for the period of debarment / blacklisting.
- iii. Any Tenderer OR any of the JV members OR Technology provider associating with any tenderer that has been terminated by the Employer unilaterally from any project or contract by any public entity in last 3 (three) years from date of bid submission, shall not be eligible to submit a Tender.
- iv. Any Tenderer or JV Members shall not be under execution of a Bid Securing Declaration in the past 3 (three) years till the award of the contract.
- v. Tenderer or JV members shall not have been debarred/blacklisted as (i) and (ii) above.
- vi. Deleted
- vii. Any Tenderer OR any of the JV members shall not have non Performance / Failure to Perform in a project for a period of 3 years prior to last date of submission of bid. Non Performance / Failure to Perform shall be based on all information on fully settled dispute OR litigation that has been resolved in accordance with the Dispute Resolution mechanism under the respective contract and where all appeal instances available to the tenderer have been exhausted.
- viii. Sole proprietary Organizations are not eligible to bid this tender.

d. Government entities shall be eligible only if they can establish that:

- i. They are legally and financially autonomous, and
 - ii. They operate under commercial law, and
 - iii. They are not a dependent agency of the Employer.
- e.** The tenderers shall mandatorily submit a notarized undertaking on appropriate amount stamp paper as per Maharashtra Stamps Act, regarding 1.3(c) and 1.3(d) above. If a tenderer having action under 1.3(c) and 1.3(d) above, submits a tender by hiding the facts, they shall be liable for forfeiture of EMD and disqualification.

1.3.5 Tenderers shall provide such evidence of their eligibility satisfactory to the Employer, as the Employer shall reasonably request at any point of time during and after tender scrutiny.

1.3.6 The Employer shall not be responsible if the Govt. of India and/or any of its departments or agencies do not accord security clearance to the tenderer and shall have right to reject such tender/tenderers.

1.3.7 The firms must demonstrate that they meet or exceed the criteria in Qualification Criteria by providing details of Eligible Experience which shall be assessed against the characteristics. For Reference Project submitted as :

- I. Eligible Experience the firm shall submit the relevant project details along with work order and scope of work in hand. Project with completion of 80% and above shall be considered if critical component of project is complete and the facility is opened to public.
- II. In case a particular project has been jointly executed by the firm (or any Party constituting the Tenderer) as part of a JV, the firm shall further support its claim for the share in work done for that particular project by producing a certificate from its Statutory Auditor(if the project is executed on Public Private Partnership Model) or from the client. The Completion Certificate and other documents pertaining to project like work order, contract agreement, payment invoices etc. (for partially completed projects) shall be issued by the Authorized Officer of the concerned public authority and it shall be the basis for deciding the eligibility.
- III. Contractor should upload scanned copy of solvency certificate of Lead Partner Member must meet 50% of the requirement and at least 20% (for each JV Members) of the estimated cost at the time of bid submission (Copy of Pan Card along with IT returns for the last five financial years, in case of an Indian Company, and Audited Balance Sheets for last five financial years in case of Foreign Companies).
- IV. The Bidder shall have the minimum Turnover as specified at the close of the preceding financial year. In case of a JV, the lead member should meet 50% of the minimum Turnover Criteria and the JV Partner should fulfill at least 20% of the requirement.(together should fulfill 100 %)
- V. In case of a Joint Venture, the Lead Member should individually satisfy the Technical Capacity such that he should have undertaken and successfully completed at least two components of similar works and the junior partner should satisfy at least one component of similar works. Joint Venture together should fulfill 100 % of the total technical requirement.

1.3.8 Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen, or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation or documents of constitution, and its registration documents.

1.4 Qualifications of the Tenderer

1.4.1 As per Table in Annexure 9- Qualification Criteria

1.5 Cost of Tendering

1.5.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

1.6 Site Visits

1.6.1 The Tenderer is advised to visit and examine the Site of Works and its surroundings and

obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed Works. The costs of visiting the Site shall be borne by the Tenderer. It shall be deemed that the Tenderer has undertaken a visit to the Site of Works and is aware of the site conditions and all other relevant matters, prior to the submission of his Tender.

- 1.6.2 The Tenderer and any of his personnel will be granted permission by the Employer (except for Mangroves area) to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 1.6.3 The Tenderer shall take note of the General Conditions of Contract Sub-Clause 4.10, according to which the Tenderer shall be deemed to have taken into account all the Site Data. The tenderer shall also consider the social and the cultural environment of India that may affect his Tender or Works.

1.7 Site Information

1.7.1 Work Site

- 1.7.1.1 The project site is located in Mumbai suburban district and adjoining Thane District, Maharashtra in India. The location of the work and the general site particulars are shown in the General Arrangement Drawings enclosed in Volume 6.
- 1.7.1.2 The Contractor shall plan his works taking into account restrictions of approach to site, if any, imposed by the local Authorities and availability of space and time.

1.7.2 General Climatic Conditions

- 1.7.2.1 The climate of Mumbai is a tropical wet and dry climate. The high temperature in Mumbai is approximately 30-33 degrees Celsius without changing dramatically throughout the year. Since Mumbai faces the Arabian Sea, it does not experience extremely high or low temperatures.
- 1.7.2.2 Summer season is from March to May, the South-West monsoon from May to mid-October and the winter season is from Mid-October to February End.
- 1.7.2.3 Mean average annual rainfall in the area over a five-year period is of the order of 2100 mm, when about 80% of the annual rainfall occurs during May to October. The heaviest rainfall recorded in a span of 24 hours is 944 mm.
- 1.7.2.4 Prevailing wind direction is from NW. Seasonal variation in the wind speed and direction is given below:
 Feb-May-NW direction- Speed Max. 62 to 102 kmph, Substantial 20 to 50 kmph
 June-Sep- WNW direction- Speed Max. 62 to 102 kmph, Substantial 40 to 62 kmph
 Oct-Jan -NNW direction- Speed Max. 40 to 60 kmph, Substantial 7 to 50 kmph
- 1.7.2.5 Cyclones may occur in the period of May/June or October/November. The storms are mostly confined to the months of June and September, and the months of July and August are almost free of storms. The last severe cyclonic storm having winds of above 48 knots

was experienced in 1982. Occasionally, sudden high winds also occur during the fine weather periods, from the NE direction.

- 1.7.2.6 The diurnal range of humidity variation is around 50% maximum is 95% in July and minimum 86% around Jan around the year.
- 1.7.2.7 The visibility, in general, on the West Coast, above latitude 16° N mist sometimes develops during sunrise but disperses thereafter. At Mumbai from November to March smog hangs over the land, obscuring everything in view. This happens only for short periods most often shortly after sunrise but also occasionally in the evenings. Visibility is generally good for most part of the year.
- 1.7.2.8 The Contractor shall collect all necessary information regarding climate condition, wind, rainfall, cyclone, humidity, visibility, high tide & low tide information etc. from the approved sources, and design and construct accordingly.

1.7.3 **Seismic Zone**

Mumbai falls in Seismic Zone III.

Mira Bhayander and Thane District falls in Seismic Zone III

2 TENDER DOCUMENTS

2.1 Content of Tender Documents

- 2.1.1 The Tender Documents, as listed in Page 3 of the Notice of Intimation to E-TENDER, have been prepared for the purpose of inviting Tenders as per NIT/ E-Tender Notice as more particularly described in these Tender Documents.
- 2.1.2 The Tenderer is expected to examine carefully the contents of each document in the Tender Documents. Failure to comply with the requirements of the Tender Documents will be at the Tenderer's own risk.
- 2.1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

2.2 Content of Supporting Documents

- 2.2.1 The Environmental and Safety Reports and other Reference Documents, are included in Volume 7 of the Tender Documents. The contents of these reports are for general information only and any interpretation of the results shall be construed as opinions only and not as representations or warranties as to the actual site or sub-soil conditions. The Tenderer's attention is specifically drawn to Sub-Clause 2.2.3 of this ITT.
- 2.2.2 The Tenderer shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the Works to be maintained, repaired, diverted, replaced and constructed as directed by the Engineer.
- 2.2.3 The accuracy or reliability of the documents and reports referred to in this Sub-Clause 2.2 of this ITT and of any other information supplied, prepared or commissioned at any time by the Employer or others in connection with the Contract, is not warranted. The Tenderer's attention is drawn to Sub-Clause 4.10 of General Conditions of Contract in this regard. The Tenderer should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.
- 2.2.4 This E-TENDER includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This E-TENDER may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this E-TENDER. The assumptions, assessments, statements and information contained in this E-TENDER may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this E-TENDER, and obtain independent advice from the appropriate sources as required.

Information provided in this E-TENDER to the Tenderer(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2.3 Clarification of Tender Documents

- 2.3.1 The Tenderer shall check the pages of all documents against page numbers given in the Index to each Volume, and in the event of discovery of any discrepancy, the Tenderer shall inform the Employer forthwith.
- 2.3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the NIT, Tender Documents or the extent of detail in the Employer's Requirements, Outline Specifications and Tender Drawings, the Tenderer shall seek clarification from the Employer, not later than the last date of seeking clarification given in Clause 9 Key Details of the Notice of Intimation to Tender. Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderers without disclosing the identity of the Tenderer seeking clarification. All communications between the Tenderer and the Employer shall be conducted through e-mails.
- 2.3.3 Except for any such written clarification by the Employer, which is expressly stated to be by way of an addendum to the documents referred to in Sub-Clause 2.4.1 of this ITT, and/or for any other document issued by the Employer, which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer shall be taken to bind or fetter the Employer under the Contract.
- 2.3.4 The Tenderer may be required to amplify, explain and develop the Tenderer's Technical Proposals in substantially greater detail during the Tender evaluation period such that they may be confirmed as complying clearly with all aspects of Volume 3 Employer's Requirements and in accordance with Sub-Clause 2.4.2 of this ITT, and can be incorporated into the Contract.

2.4 Amendment to Tender Documents

- 2.4.1 The Tenderer is advised that further instructions to Tenderers, corrigenda and addenda may be issued during the Tender Period by Amendments to the Tender documents. Without prejudice to the general order of precedence prescribed by Sub-Clause 1.5 of the General Conditions of Contract, as amended by Clause 1.1(s) of the Particular Conditions of Contract, the provisions in any such addenda shall take priority over the Notice of Intimation to Tender and Tender Documents previously issued. The Tenderer shall confirm receipt of such documents and list them in the Tender Submittal.
- 2.4.2 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate further discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification, which may have a contractual effect, will be incorporated into the Contract either:
- a) by way of Part II - Particular Conditions of Contract to be prepared by the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or
 - b) by the Tenderer submitting, at the written request to the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender and whether as supplements to, or amended versions of such documents.

3. PREPARATION AND SUBMISSION OF TENDERS

3.1 Language

The language of the bid shall be English (India). Documents/information in any other language shall be accepted only if accompanied by Translations certified/Apostilled by Consulates / Embassies in case of foreign Tenderers or gazetted officers conversant with language of the document. Only English text shall be governing in e-tendering.

3.2 Format of Bid

3.2.1 The Tenderer shall include and submit Technical Proposal as part of e-Packet B, the documents that are identified under clause 4.1.4 of this Section II. These documents ought to be used for the purposes of evaluating and analyzing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with Sub-Clauses 2.4.1 or 2.4.2 of this Section II.

3.2.2 There is no exemption of Custom/Excise duties, taxes, GST, cess or other levies and royalties for excavated material for this Project. All these costs are to borne by the successful bidder. In case, if there are exemptions or concessions in taxes or rate structure in future, the same shall be passed on to the Employer.

3.2.3 The Tenderer shall quote all prices, rates and costs inclusive of all taxes, duties etc.

3.2.4 The Form of Tender, which shall be completed by the Tenderer by completing/filling in the blanks, shall be signed by a duly authorized and empowered representative of the Tenderer with company's seal. If the Tenderer comprises of a partnership, or a Joint Venture, the Form of Tender shall be signed by a duly authorized representative of each member or participant thereof. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant Powers of Attorney and a copy of the agreement entered into by the Joint Venture members shall be attached.

3.2.5 Tenders submitted by a Joint Venture of two or more firms as partners shall confirm that all the information submitted as part of their Pre-Qualification application is still relevant for each Joint Venture partner and that no changes or revisions have occurred, refer to the Form to be completed in Annexure 2.

3.3 Quality Assurance and Quality Plan

3.3.1 The Contractor shall establish and maintain a Quality Assurance System in accordance with Volume 3 Employer's Requirements for design, construction procedures and the interfaces between him and the Interfacing Contractors. This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems which the Tenderer already maintains.

3.3.2 The Tenderer shall submit Appendix FT-3 of the Form of Tender as part of his Tender Outline Quality Assurance and Quality Plans illustrating the intended means of compliance with Volume 3 Employer's Requirements. The Outline Quality Assurance and Quality Plan shall contain sufficient information to clearly demonstrate the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

3.4 Outline Occupational Health, Safety and Environmental Plan

3.4.1 The Tenderer shall submit Appendix FT-4 of the Form of Tender as part of its Tender an Outline Occupational Health, Safety and Environmental Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient health, safety & environment procedures. The Outline Occupational Health, Safety and Environment Plan should include an outline of the safety procedures and regulations

to be developed and the mechanism by which they will be implemented for ensuring safety as required by Volume 3 Employer's Requirements, Volume 7, and as stated in GCC Clause 6.7, and PCC Clause 58.

- 3.4.2 The Outline Occupational Health, Safety and Environmental Plan shall be headed with a formal statement of policy in relation to health, safety & environment and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Site Occupational Health, Safety and Environment Plan to be submitted in accordance with GCC Clause 6.7 and PCC Clauses 12, 20, 25 & 58.
- 3.4.3 The Tenderer may be requested to amplify, explain or develop his Outline Occupational Health, Safety and Environmental Plan and to provide more details with a view to reaching provisional acceptance of such a plan during the Tender Evaluation process.

3.5 Tenderer's Technical Proposals

- 3.5.1 The Tenderer shall submit as part of his Tender, the Tenderer's Technical Proposals as described in Clauses 3.2.1, 3.5.2 and Annexure 3 of this ITT.
- 3.5.2 The Tenderer shall be required to amplify, explain and develop the Tenderer's Technical Proposals in substantially greater detail during the Tender evaluation period such that they may be confirmed as complying clearly with Volume 3 Employer's Requirements and in accordance with Sub-Clause 2.4.2 of this ITT, can be incorporated into the Contract.

3.6 Project Management Plan

- 3.6.1 In order to ensure satisfactory execution, achievement of Key Dates and timely completion of the Works, the Tenderer shall submit an outline Project Management Plan as part of his Tender. This Plan, in co-ordination with the Tender Programme, shall clearly demonstrate the Tenderer's proposed management system, methods, procedures, processes, organization, sequences of activities etc., required to meet the Key Dates and the Completion Date. A narrative shall describe the sequence, nature and inter-relationship of the main activities including timing for exchange of information.
- 3.6.2 Within 30 days of the commencement Date of the Contract, the Contractor shall submit a detailed Project Management Plan (works programme), based on his outline Project Management Plan submitted as part of his Tender, which shall be subject to a Notice to proceed by the Employer. The Employer has the right to require necessary amendments to ensure that Key Dates will be met and that the requirements for the activities of the Interfacing Contractors have been catered for.

3.7 Outline Tender Programme and Proposed Design Submission and Construction Programmes

- 3.7.1 The Tenderer shall submit with his Tender, an Outline Tender Programme, including a narrative, which shall indicate how the Tenderer intends to organise and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Outline Tender Programme are set out in Annexure 1 to these Instructions to Tenderers and Volume 3 Employer's Requirements.
- 3.7.2 The Outline Tender Programme shall be prepared in terms of weeks from the Date for Commencement of the Works.
- 3.7.3 The Outline Tender Programme shall not in any event be construed as a submission of the Works Programme under GCC Clause 8.3 or PCC Clause 66.

3.7.4 The Tenderer shall submit with his Tender his proposed Outline Design Submission Programme, including a narrative, to cover the Design Phase. Such proposed programme shall:

- (a) be consistent with the Tender Programme and accord with Volume 3 Employer's Requirements;
- (b) Make adequate allowance for periods of time for review by authorities whose approval is necessary;
- (c) Include a schedule identifying, describing, cross-referencing and explaining the Design and Submissions which the Tenderer intends to submit;
- (d) take due account of the design co-ordination interface periods during which the Contractor shall be required to undertake and complete all aspects of design co-ordination with Interfacing Contractors if any; engaged in the design of the Project such that each contractor can complete his co-ordinate design/construction in the knowledge that such design will be compatible and co-ordinate with others and allowing adequate time for the Employer issuance of a Notice to proceed.

The proposed Outline Design Submission Programme submitted at the time of Tender shall be modified and developed as necessary to incorporate the Employer's programme requirements during the submission of works programme.

3.7.5 The Tenderer shall submit with his Tender his proposed Outline Construction Programme, including a narrative, to cover the Construction Phase. Such proposed programme shall include the following:

- (a) Tender Programme shall be prepared using software, Primavera latest version
- (b) Key Milestones must be linked to the proper Activities of Tender Outline Programme
- (c) Tender Program should cover the Detail Design Schedule as per the Key Milestone dates
- (d) Logistics plan and programme of for all the Plant and Equipment, pre cast elements, material need to be submitted along with programme.
- (e) Tender Programme should be correlated with the Construction Methods and Logistics Programme
- (f) Recourses Chart and Productivity assumption Narrative shall be submitted along with the Tender Programme.

The proposed Outline Construction Programme submitted at the time of Tender shall be modified and developed as necessary to incorporate the Employer's Key Dates requirements during the submission of the works programme.

3.7.6 The Tenderer's attention is drawn to the requirements of Part II Particular Conditions of Contract and Volume 3 Employer's Requirements and the requirements that the proposed Initial Works Program and Design Submission Programme shall be submitted within 30 days of the Commencement Date respectively. However, the Tenderer should note that he may be required to amplify, explain and develop his Outline Tender Programme and the proposed Outline Design Submission Program prior to any award of Contract.

3.8 Deleted

3.9 Maintenance

- 3.9.1 The Contractor shall be responsible for maintaining the Works, until the issuance of the Taking-over Certificate and for the provision of relevant maintenance manuals and drawings.
- 3.9.2 The Contractor shall be responsible for making good any and all defects of materials and workmanship, in the Works during the Defects Liability Period.
- 3.9.3 The Contractor shall be responsible for the security of the Site during the construction phase of the Contract, until the issuance of the Taking-Over Certificate.

3.10 Sub-Contracts

- 3.10.1 The terms and conditions of sub-contracts and/or suppliers and the payments due to them shall be the sole responsibility of the Contractor and shall be in tune with this contract.
- 3.10.2 The Contractor shall ensure that any warranties or guarantees from subcontractors and/or suppliers, still in force at the expiry of the Contract Period or termination of the Contract, are capable of being assigned to the Employer/ the Engineer.
- 3.10.3 The Terms and Conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the Lump Sum Price.
- 3.10.4 The sub-contractor shall only be appointed with the prior approval of the Employer/ the Engineer.

3.11 Proposals for Use and Reinstatement of Work Areas.

- 3.11.1 The Tenderer shall note the requirements of the Land Acquisition Act 2008 as amended time to time
- 3.11.2 The Tenderer shall note the provisions contained in Volume 3 Employer's Requirements – Construction relating to Works Areas.
- 3.11.3 The Tenderer shall show, in outline, his proposed site layouts for:
- (a) Accommodation and other facilities.
 - (b) Fabrication and storage areas.
 - (c) Concrete batching plants.
 - (d) Working platform
 - (e) Temporary jetty
 - (f) Approach roads

The Tenderer shall indicate his proposals for the provision of utility services to his Work Site(s).

The Contractor will be fully responsible for the provision of all utility services necessary for the construction and completion of the Works as described in Volume 3 Employer's Requirements.

3.12 Financial

- 3.12.1 The Financial Pricing Document is included in Volume 8. The Tenderer shall complete the Document in accordance with the instructions given therein and elsewhere in these Tender Documents.
- 3.12.2 Deleted
- 3.12.3 The Tenderer is to note the Key Dates given in Volume 3 Employer's Requirements. These are to be adhered to strictly, failing which Penalty for not achieving Key Dates as per item

36 of Appendix FT-1 to the Form of Tender of this ITT shall be applied.

3.13 Currencies of Tender

- 3.13.1 The Tenderer shall quote the price for the Works, including taxes, royalties, duties, cess, octroi/ Entry Tax, and other levies including new taxes, e.g. GST etc. as amended by the Government Authority, in Indian Rupees.
- 3.13.2 Interim payments will be certified and paid in accordance with the provisions of Sub-Clause 14 of the General Conditions of Contract and Clause Nos. 83 to 86 of the Particular Conditions of Contract. All payments and deductions made by the Employer shall be in Indian Rupees.

3.14 Tender Validity

The Tender shall be valid for a period of 180 (one hundred and eighty) days from the Date of Submission of the Tenders. In exceptional circumstances, prior to expiry of the original Tender validity period, the Employer may request that the Tenderers to extend the period of validity for a specified additional period. The request and the responses thereto shall be made by e-mail. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Tender Security for the period of the extension, at no additional cost to the Employer.

3.15 Tender Security

- 3.15.1 On line Payment: The Tenderer shall submit acknowledgment for having paid the Tender Security (EMD) with his Tender, as per the sums stated in Item 2 of Key Details of the NIT. Tenderer are required to pay the above EMD as per NIT, on or before the end date & time of submission of tender in e-tendering system, failing which, the Tender shall be treated as non- submitted and any sort of the submissions of such Tenderer shall not be considered.
- 3.15.2 Tenderers are requested to keep sufficient amount in their e-wallet to facilitate EMD payments.
- 3.15.3 Failing 3.15.1 above shall be treated as Non-submittal of the tenders.
- 3.15.4 The tenderer is required to furnish Bank Guarantee for the amount stated in Item 2 of Key Details of the NIT towards EMD. The Bank Guarantee shall be in INR, from a Scheduled Bank in India (meaning a Bank which has been included in the second schedule of Reserve Bank of India Act 1934 including RBI approved Scheduled commercial Foreign Banks) in the form given in the Annexure 4 to this Volume. The bank guarantee shall be valid for 180 days from the date of submission of the tender. The bank guarantee shall be valid for 28 days after the date of validity of the Tender or the extended date of validity of the Tender (if extended). If the tenderer is a JV, then EMD in cash shall be paid by the lead member, and the EMD in Bank Guarantee shall be paid by the lead member of the JV or by the members of JV in proportion to their JV share or in the name of the JV.
- 3.15.5 A scanned copy of the Bank Guarantee towards EMD shall be submitted by uploading in e-Packet A and the original Bank Guarantee shall be submitted as specified above in 3.15.1
- 3.15.6 Any Tender not accompanied by an acceptable Tender Security (EMD) shall be considered as non-complaint by the Employer/Engineer and rejected. The Technical package and financial package shall not be processed further.

- 3.15.7 The Tender Security shall be forfeited and Bank Guarantee shall be en-cashed:
- (i) if tenderer becomes non-responsive or fails to furnish required information in e-Packet-B even after intimation is given to him,
 - (ii) if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender,
 - (iii) if the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity,
 - a) fails or refuses to furnish the Performance Guarantee and Contract Deposit; and/or
 - b) fails or refuses to enter into a Contract within the time limit specified.

3.16 Performance Guarantee, Undertaking and Warranties

- 3.16.1 If the Tenderer comprises of a partnership or Joint Venture, each member or participant will be required to execute the Guarantees, Undertakings and Warranties.
- 3.16.2 The Tenderer should note that in the event of award, all Guarantees are required to be executed prior to the signing of the Contract.

3.17 Labour

The Tenderer's attention is especially drawn to Sub-Clause 6 of Part 1 General Conditions of the Contract in relation to the responsibility of the Contractor for obtaining an adequate supply of labour and complying with the statutory Employment Conditions and all clauses of labour given in the Particular Conditions of the Contract.

3.18 Sharing with the Other Contractors

The Tenderer's attention is drawn to the requirement that access to the Site or parts of the Site will, from time to time, have to be shared with Interfacing Contractors and Interfacing Agencies and their Contractors carrying out works on, or in the vicinity of the Site including, without limitation, works relating to the Project Contractors, Utility Undertakers or Government Authorities or other statutory bodies.

3.19 Insurance

The Tenderer's attention is drawn to the provisions contained in Clause 18 of Part I General Conditions of Contract as well as Clauses 99 to 101 of Part II Particular Conditions of the Contract, and item 27 of Appendix FT-1 Contract Data.

3.20 Request for Clarification and Enquiries and Addenda

- 3.20.1 Pre-Bid Conference shall be held on the date and time specified in the Schedule of Submission (Clause 9, NIT). However, the tender queries shall be submitted to the Office of the Chief Engineer (Bridges) as specified via e-mail within the stipulated time prior to Pre-Bid Conference.
- 3.20.2 The questions raised by all the Tenderers and the responses given, will be transmitted to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in Sub- Clause 2.4 of this ITT which may become necessary as a result of these questions shall be made by the Employer / the Engineer exclusively through the issue of an Addendum pursuant to Sub- Clause 2.4 of this ITT. At any time prior to the Submission Deadline, the Employer may issue an Addendum giving sufficient time by the means set out in ITT to all Tenderers who have received the Tender Documents, to amend the Tender

Documents. Tenderers shall immediately acknowledge the receipt of each such Addendum and ask for clarifications if any via email addressed to the Contact Person. Any such Addendum shall then become part of the Tender Documents and shall be treated as such by the Tenderer. No statement issued or made by the Employer or its representatives, whether orally or in writing, during the Tender period shall have any contractual validity unless they are included in an Addendum on BMC portal.

- 3.20.3 The Tenderer shall incorporate any Addenda to the Tender Documents issued in accordance with these Instructions to Tenderers into its e-Tender Submission and the Tenderer shall acknowledge issued Addenda in the Letter of Tender.
- 3.20.4 Enquiries and responses will be supplied to all Tenderers without identifying the source of the enquiry.
- 3.20.5 Tenderers may submit requests for revision to the Tender Documents and, in particular, to the Contract, within the stipulated time. Tenderers shall not submit requests for revision or comments on the Tender Documents as part of their e-Tender Submission. Requests for revisions or comments on the Tender Documents are to be provided in a table form with columns for document name, relevant section numbers, proposed changes, and rationale in a separate column for the proposed changes. The Employer is not obliged to respond to each comment made by the Tenderers, and the Employer is not obliged to provide all the comments made by Tenderers to the other Tenderers. If the Employer accepts a comment, or part of a comment, and that acceptance requires a change to the Tender Documents, the Employer/the Engineer shall implement that change by issuing an Addendum
- 3.20.6 The above ITT shall apply unless otherwise notified by the Employer/the Engineer in writing during the Tender period.

3.21 Late or Delayed Tenders

- 3.21.1 Being e-tender, the Tenderer will not be able to upload the Tender submissions beyond the date and time specified in Clause 9, Key Details of NIT. Tenders must be uploaded by the Tenderer on or before the date and time specified in the Key Details of NIT. And the Employer/the Engineer shall not be responsible for any kind of delays. The Employer/the Engineer may, at his discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with Sub-Clause 2.4 of this ITT, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 3.21.2 The questions raised by all the Tenderers and the responses given, will be transmitted to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in Sub- Clause 2.4 of this ITT which may become necessary as a result of these questions shall be made by the Employer exclusively through the issue of an Addendum pursuant to Sub-Clause 2.4 of this ITT. At any time prior to the Submission Deadline, the Employer may issue an Addendum giving sufficient time by the means set out in ITT to all Tenderers who have received the Tender Documents, to amend the Tender Documents. Tenderers shall immediately acknowledge the receipt of each such Addendum and ask for clarifications if any via email addressed to the Contact Person. Any such Addendum shall then become part of the Tender Documents and shall be treated as such by the Tenderer. No statement issued or made by the Employer/Engineer or its representatives, whether

orally or in writing, during the Tender period shall have any contractual validity unless they are included in an Addendum on BMC portal.

- 3.21.3 The Tenderer shall incorporate all Addenda to the Tender Documents issued in accordance with these Instructions to Tenderers into its e-Tender Submission and the Tenderer shall acknowledge issued Addenda in the Letter of Tender.

3.22 Parent Company Guarantee

- 3.22.1 If the Tenderer demonstrates compliance with the qualification criteria for this Tender on the basis of the financial strength, experience or qualifications of any parent company or companies, or if the Tenderer is a JV that has formed or will form a JV (agreement registered under Registration Act 1908) to meet the requirements as per this E-TENDER :

- a. The Tenderer shall submit, in its e-Tender Submission, an Undertaking to provide a Parent Company Guarantee included in Appendix D to these Instructions to Tenderers completed by each applicable parent company and JV participant; and
- b. It shall be a pre-condition of the acceptance of an e-Tender Submission that each applicable parent company of the Tenderer or other entity forming part of the Tenderer and each JV participant shall complete and submit the Form of Parent Company Guarantee in the wording included in the Contract Forms.

- 3.22.2 If the parent company is part of the JV (agreement registered under Registration Act 1908), then the parent company guarantee is not required

- 3.22.3 If the parent company uses experience of its subsidiary company or its associates for qualification in this tender, then Form 2 (History of non-performance) shall also be submitted by subsidiary company and failure of subsidiary company to comply with this E-TENDER conditions shall also be applicable to the parent company.

4 TENDER OPENING AND EVALUATION

4.1 Tender Opening

4.1.1 Tests of responsiveness

Prior to evaluation of tenders, the Authority shall determine whether each tenderer is responsive to the requirements of the conditions in this tender document. A tender shall be considered responsive only if:

- i it is received as per format specified in Clause 4.1.3;
 - ii it is received as e-tender within the due date including any extension thereof;
 - iii it is submitted as stipulated in Clauses 3.1 to 3.12;
 - iv it is accompanied by the Power of Attorney as specified in Clause 1.4.1 of Section II of ITT and in the case of Joint Venture, the Power of Attorney as specified in Clause 3.2.4 and E-TENDER documents;
 - v it contains all the information and documents (complete in all respects) as requested in this tender Annexures 1 to 8, Form of Tender - Appendices FT-1 to FT - 5;
 - vi it is accompanied by the Joint Tendering Agreement (for Joint Venture), specific to the Project, as stipulated in Clause 3.2.5;
- iv it does not contain any condition or qualification.

- 4.1.2 **e-Technical Packet:** The Tenderer is advised that the Employer's policy in respect of comparison of Tenders is that the Technical Packets will be opened and assessed to determine their acceptability and responsiveness to the Employer's Requirements, Outline

Specifications and Tender Drawings. Unacceptable and unresponsive Tenders will be rejected and the corresponding Financial Packet will not be processed. Only after the technical evaluation has been completed, the financial Packets will be opened for those technical Packets found to be acceptable.

A responsive Tender is one, which conforms to all the terms, conditions and specifications of the Tender Documents without material deviation or reservations or which does not include conditions, exceptions, exclusions and qualifications.

A material deviation or reservation is one which affects in any substantial way the scope, quality, performance or administration of the works to be undertaken by the Tenderer under the Contract, or which limits in any substantial way, the Employer's rights or the Tenderers obligations under the Contract as provided for in the Tender Documents and/or is of an essential condition, the rectification of which would affect unfairly the competitive position of other Tenderers presenting responsive tenders at a reasonable price.

The decision of the Employer as to which of the Tenders are not substantially responsive shall be final and binding.

4.1.3 e-Packet Submission

- i. **E-Packet “A”** shall contain scanned certified copies of the following documents.

Scrutiny of this packet will be done strictly with reference to only the scanned copies of documents uploaded online in packet “A”

- a) The tenderer shall upload the screenshot/physical copy of receipt of payment of EMD
- b) Valid Registration Certificate
- c) Valid bank solvency certificate of the JV Lead Member for minimum solvency amount should be issued within period of 6 months prior to the date of submission of e-tender.
 - i. For Class I(A) as per new registration – Rs 2.0 Cr.
 - ii. For Class I(A) as per new registration (Year -2015)- Rs 1.5 Cr.
- d) A document in support of Registration under Goods & Service Tax (GST)
- e) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, 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.
- f) The bidders shall categorically provide their Email-ID in packet “A”.

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 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 in the departmental e-mail) otherwise tenderer will be treated as non-responsive.

ii. E- Packet “B” shall contain scanned certified copies of the following documents-

- a. The list of similar type of works as stated in Annexure-9 - Qualification criteria successfully completed during the last seven years in prescribed proforma, in the role of prime contractor. Information furnished in the prescribed Form 4.1 and 4.2 shall be supported by the certificate duly self-attested.
- b. Annual financial turnover for preceding five financial years (i.e 1st April 2016 to 31st March 2021) as certified by Chartered Accountant preceding the Financial Year in which bids are invited. Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited as per Form 3.2
- c. Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as an evidence).
- d. The bidder shall give undertaking on Rs. 500/-stamp paper that it is his/their sole responsibility to arrange the required machineries either owned/on lease or hire basis, at site before start of the work
- e. The bidder should, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with assessment study of requirements of equipment/plants & machineries to allow the employer to review their proposal. The bidder shall ensure his commitment to make the arrangements of the required equipment on the day of commencement or with respect to the progress of the work in phases, as per the instructions of site in charge on an undertaking on Rs.500 stamp paper to be submitted along with the Bid in Packet B. However, this condition in no way shall dilute the respective condition in Registration Rules of BMC.
- f. Bidder should submit information for technical personnel in Form 4.4 Number of Key persons as prescribed in Volume 3- Employers Requirement
- g. Details of works in hand Form 3.3-b (original), along with copies of work orders & attested copies of percentage of works completed or part thereof.
- h. Statement showing assessed available tender Capacity. Form 3.4
- i. The undertaking of Rs.500/- stamp paper as per the Proforma is attached as Annexure 13.
- j. All relevant documents as required in Annexure -9-Qualification Criteria should be submitted in indexed form individually.
- k. Bidders shall submit the undertaking for equipment capability and other undertakings as such on a single Rs.500/- stamp paper.
- l. For any certificate/document issued overseas, the document have to be legalised by the Indian Embassy and notarised in the jurisdiction where the certificate is being issued. However, the certificates provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.
- m. Scanned copy of original B.G. from the L1, L2 & L3 bidder for balance amount of EMD

Note:

1. The contractors/ sub-contractors who are not registered with BMC will have to apply for registering their firm within three months' time period from the award of contract.
2. The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to BMC as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
3. The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to BMC as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs. 500 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.
4. As per circular MGC/F/6565 dated 25.09.2018

The bidder shall disclose the Litigation History in Packet 'B' under the heads "Details of Litigation History". (Form-2)

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.

5. Legal + Stationary Charges: (As per applicable circular)

Successful tender shall pay the Legal Charges + Stationary charges as per Legal department Circular no 03 dtd 22.06.2021

Contract Value	Legal + Stationery Charges from 01.04.2021 to 31.03.2022
Rs. 10,001 to Rs. 50,000/-	Nil
From Rs. 50,001/- to Rs 1,00,000/-	Rs. 5710/-
From Rs. 1,00,001 to Rs. 3,00,001/-	Rs. 9430/-
From Rs. 3,00,001/- to Rs. 5,00,000/-	Rs. 11,330/-
From Rs. 5,00,001/- to Rs. 10,00,000/-	Rs.13,190/-
From Rs. Rs. 10,00,000/- to Rs. 5,00,00,00,000/-	Legal Charges + Stationary charges as per Legal department Circular no 03 dtd 22.06.2021
From Rs. 100,00,00,001/- to Rs. 200,00,00,000/-	Rs.52,970/-

From Rs. 200,00,00,001/- to Rs. 500,00,00,000/-	Legal Charges + Stationary charges as per Legal department Circular no 03 dtd 22.06.2021
From Rs. 5,00,00,00,001/- to Any Amount	Rs. 85,380/- (Maximum)

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.

6. 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

(a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
(b)	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 LoA and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- iii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.
- iv. 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 (original as well as extended) 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.

Note:

If it is found that the e-tenderer has not submitted required documents in Packet “B” then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made through e- mail within a time period of **three working days** (as specified in the

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

iii. **The e-Packet ‘C’ shall contain the following –**

- The Tenderer shall submit the Financial tender (e-Packet C) via online “Financial Quote” by filling Complete Financial Proposals. It is mandatory to submit e-Packet C (Commercial Tender) in the system.
- The selection will be as per the “Least Cost Selection” method amongst the Financial quotes.

4.1.4 The Technical proposal in the e-Tender will be evaluated for the Technical Merit Criteria set out in the following Table:

Sr. No.	Technical Merit Criteria	Reference**	Nature	Remark
1	Overall Tender submission Quality	ITT	Curable	-
2	Drawings (Layouts, GAD, Preliminary design and typical detail drawings)	Volume 6, Annexure 3 of ITT	Curable	-
3	Technical Proposals with preliminary Design Calculations	Section B- Volume 3, Annexure 3 of ITT	Curable	-
4	Compliance of Volume 3 Employer’s Requirements including Scope of Works	Clause 3.6.2 of ITT	Not Curable	Modification to proposed Horizontal alignment is non curable. Any deviation from proposed development boundary for earth improvement/road or any other works mentioned is non-curable
5	Validating Employer’s Outline Design Construction Specifications	Volume 4 & Volume 5	Not Curable	Any deviation to design parameters, design criteria, design load and material specification will be non-curable.
6	Project Management Plan	Clause 3.7 of ITT	Curable	-
7	Outline Tender Programme and Proposed Design Submission Programme and Proposed Construction Programme & Key Dates confirmation	Annexure 1 of ITT, Volume 1 & Appendix 2B of Volume 3	Not Curable	Deviation from completion time and key dates will be non-curable.
8	Control of Environmental Impacts and Plan	Annexure 17, Volume 3	Not Curable	Deviation from environmental requirements specified will

Sr. No.	Technical Merit Criteria	Reference**	Nature	Remark
				be non-curable.
9	Plan for Casting Yard, Quarry Sites	Annexure 3 of ITT	Curable	
10	Quality Assurance and Quality Plan, Quality Control, Outline OHSE Plans	Appendix 6, Appendix 8 of Volume 3	Curable	
11	Construction Plan and Methodology for Bridges, Interchanges, Roads, earth improvement, Bund etc. including traffic and utility diversion proposals	Annexure 3 of ITT	Curable	
12	Organization and staffing	Clause A15- Volume 3	Curable	
13	Deployment of Plant and Machinery & Specialist Sub Contractor		Curable	
14	Power Point Presentation as per proposed designs and Technical submission by the Tenderer.	Clause 4.4.2 of ITT	Curable	
15	Proposals for Use and Reinstatement of Work	Clause 3.12 of ITT	Curable	
16	Maintenance Plan	Clause 3.10 of ITT	Curable	
17	Logistics covering transportation of precast elements of bridges, fill material, plant and equipment.	Annexure 3 of ITT	Curable	
18	Any other Additional Technical Requirements for the proposal		Curable	
19	Wrong calculation of Bid Capacity,		Non Curable	
20	No proper submission of experience certificates and other documents, etc.		Non-Curable	
22	In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.		Non-Curable	
23	In-adequate submission of EMD/ASD amount,		Non-Curable	

Note:-

1. ** “Reference” quoted in the above table are for tenderer’s reference only, and they are not exhaustive. The Tenderer shall refer to the complete Tender Documents.
2. If tenderer’s submission is unsatisfactory, for any of the items marked curable, he may be given a chance to revise and resubmit within the time stipulated.
3. It’s mandatory to submit Technical submission in e-Packet B as per the Employer’s Requirements.
4. If the tender submission is not in consonance with the Employer’s Requirements, or Outline Design and Construction Specifications, or Clause 1.1 of ITT or not based on the Standards and Codes of Practices referred in this tender document, the application/tender will be disqualified in the technical evaluation.
5. The Tenderer as a minimum has to submit details for all items mentioned in the above Table Technical Merit Criteria, failing which the Employer with his discretionary power may reject such submissions.
6. The Tenderer(s) shall meet the Technical Merit Criteria, for the Technical Proposal(s) to qualify for further processing of their submission.
7. Power Point Presentation

Sr. No.	Description
1	<i>Power Point Presentation as per proposed designs & technical submission by the Tenderer.</i>

8. A Power Point Presentation based on the proposed designs and technical submission by the Tenderer will be the last part of the Technical Evaluation. The tenderers will be intimated Date & Timing of the presentation. 30-minute duration will be allotted for each tenderer to present their proposal. It is mandatory that the Project Manager whose name is proposed in the tender should make the above presentation to the BMC.
9. The Employer reserves the right to accept or reject any or all proposals without assigning any reason. No Tenderer shall have any cause of action or claim against the Employer for rejection of his proposal.

4.1.5 Financial Package: The date, time and place of opening of Financial Packages will be as per E-Tender Notice. The interested bidders can be present at the time of opening of the Financial Packages.

4.1.6 Financial Packet Opening

On the opening date and time (Price Tender opener filled online date and time) of the e-Packet C, the Employer will open the commercial online Tender submitted by the Tenderers. A bid comparison report would be generated by the system which will give ranking of the Tenderers according to the lump sum price quoted.

4.1.7 Tenders will be checked for compliance in accordance with these Instructions to Tenderers.

- 1) The tender will be evaluated as follows:
 - a) **Technical evaluation:** - The tenderers qualifying in the technical evaluation will only be eligible for the financial bid opening (i.e. Packet C). If the tenderer’s

submission is not in accordance with the Employer's Requirements including overall design based on Clause 12 of Section I and Clause 1.1 of Section II of this Volume, the tenders will be disqualified in the technical evaluation.

- b) **Financial evaluation:** - Financial bid comparison report will be generated by the system amongst the commercial quotes of the Commercial bid e-Packet C. The final selection will be as per the "Least Cost Selection" amongst the commercial quotes.
- c) If the successful tenderer refuses to accept the work allotted to him, further the next lowest tenderer (L2) in the ranking list of the responsive tender shall be given the chance at the discretion of the Employer.

4.2 Confidentiality of Tender Information and Copyright

- 4.2.1 The Tender Documents, as listed in Page 3 of the Notice of Intimation to E-TENDER of this Volume 1, and any addenda thereto, together with any further communications, are issued for the purpose of inviting Tenders only. Tenderers shall keep, and shall cause their employees, subcontractors, advisors, representatives and agents to keep, the E-Tender Documents and all other information and correspondence with respect to either the Project or the Tender Process confidential and shall not disclose any such documents or information to any third party without the Employer's prior written approval; provided, however, that a Tenderer may disclose such information to third parties to the extent necessary for such Tenderer to prepare its E-TENDER Submission if such third party agrees in writing to keep all such information and documents confidential. E-TENDER Documents are the property of the Employer and are lent to the Tenderers for the purpose of preparation and submission of their E-TENDER Submissions only. In the event that a participant does not submit an e-Tender Submission, such participant shall promptly return the E-TENDER Documents to the Employer. The Tender Documents may not be copied or used for any other purpose. The Tenderer shall maintain complete confidentiality until the Contract is awarded. In the event that such confidentiality is breached, the Employer may, at his sole discretion, reject his Tender. The Tender Drawings and documentation prepared by the Employer shall be used solely for the design of the works. They shall not be used in part, whole or altered form for any other purpose without the express permission in writing of the Employer. A Letter of Undertaking is attached in Annexure 5 of this ITT, and shall be completed by the Tenderer and submitted with the Technical Package.
- 4.2.2 Information relating to the evaluation of Tenders and recommendation of Contract Award shall not be disclosed to Tenderers or any other persons not officially concerned with such process until such information on Contract award is communicated to successful Tenderer.
- 4.2.3 Any attempt by a Tenderer to influence the Employer or any of his staff in the evaluation of the Tenders or Contract Award decisions will result in the rejection of his Tender.
- 4.2.4 Right to Information ACT 2005

Tenderers are advised that the Employer is subject to the requirements of the Right to Information Act 2005 (the "Act"). If a Tenderer considers that any of the information supplied with their e-Tender Submission is either commercially sensitive or confidential in nature, this shall be highlighted and the reasons for its sensitivity specified. In such cases, the relevant material shall, in response to a request under the Act, be examined in the light of the exemptions provided for in the Act.

The Employer will consult with the Tenderer about any such sensitive information before

making a decision on any freedom of information request received.

In the event that the Employer determines that it must release, in accordance with the Act, particular information relating to the e-Tender Submission which has been identified as sensitive, the Tenderer will have the option of appealing this determination. Tenderers are advised to obtain advice with respect to the Act, and if no information is identified by the Tenderer as sensitive, with supporting reasons, then it is likely to be released in response to a request under the Act.

The Tenderers shall note that the Employer may make public the amount of all e-Tender Submissions and may publish the name of the successful Tenderer.

4.3 Clarification of Tenders

4.3.1 To assist in the examination, evaluation and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender. The request for clarification and the response shall be via email, but no change in the substance of the Tender shall be sought, offered or permitted.

4.3.2 If a tenderer does not provide clarifications sought under Clause 4.3.1 above, within the prescribed time, the Employer will proceed to evaluate the tender by construing that the particulars requiring clarification to the best of understanding. After which, the tender may become non-responsive.

4.4 Evaluation of Tenders on Conformity

4.4.1 The Technical Proposal shall be subjected to detailed evaluation under the following heads:

a) **Conformity**

The Employer will determine whether the Technical Proposal conforms substantially to the requirements of the Tender Document Volumes 2 to 6.

b) **Material Deviation or Reservation**

A material deviation or reservation is one:

- which affects in any substantial way, the scope, quality or performance of the Contract; or
- which limits in any substantial way, the Employer's rights or the Tenderer's obligations under the Contract; or
- whose rectification would affect unfairly the competitive position of other Tenderers.

c) **Conditional Proposal**

A Technical Proposal will be deemed unacceptable if it contains any qualification which:

- seeks to shift to the liability allocated to the Contractor; or
- includes a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- fails to submit a Project Management Plan and/or Outline Tender Programme; or
- fails to commit to the Key Dates as specified in Volume 3.

d) The Tenderer shall be required to amplify, explain and develop the Tenderer's

Technical Proposals in substantially greater detail such that they may be confirmed as complying clearly with Volume 3 Employer's Requirements and in accordance with Sub-Clause 2.4.2 of this ITT, can be incorporated into the Contract.

- 4.4.2 The proposed Project Manager of the Tenderer shall make a presentation to the Employer to demonstrate their understating of the project. The presentation shall cover all the design and construction aspects, the programme, the logistics, environmental and OHS&E aspects, and statutory regulations. The date, time and venue for such presentation will be conveyed separately to the qualified tenderers via email.
- 4.4.3 Technical Proposals considered being non-conforming, not substantially compliant and not fulfilling the requirements of the Tender Documents, evaluated as per Sub-Clause 4.1 and 4.2 of this ITT shall be rejected by the Employer and the Tenderer shall not subsequently be permitted to make any changes or corrections to, or withdrawals of the non-conforming deviation or reservation.
- 4.4.4 If any Technical Proposal is rejected, pursuant to Sub-Clause 4.4 of this ITT, the Financial Package(s) of such Tender will not be opened.

4.5 Evaluation of Financial Proposals

- 4.5.1 The Employer shall notify all technically qualified Tenderers to attend the opening of the financial proposals. The Financial proposals will then be opened in front of the attending Tenderers, as per Sub-Clause 4.5.2 of this ITT.
- 4.5.2 For all those technical proposals which are turned responsive, commercial proposal will be opened.
- 4.5.3 The Financial packet will then be evaluated as stated in Clauses 4.1.6 to 4.1.8 of Section II of this Volume.
- 4.5.4 The Tenderer will submit the Commercial bid (e-Packet C) via online in "Commercial Quote" by filling Complete Financial Proposals.
- 4.5.5 On the opening date and time (Price Bid opener filled online date and time) of the e-Packet C, the Employer will open the commercial online Bid submitted by the Tenderer in which bid comparison report would be generated by the system which will give ranking of the Tenderers according to the lump sum price quoted.
- 4.5.6 A comparison report of the Commercial Bid (e-Packet C) will be generated by the system, Subject to clause 4.1.7, Section II of this volume.
- 4.5.7 Subsequently, at the discretion of the Employer, the selection for project will be considered as per Clause 4.5.8 of Section-II of this Volume subject to "Least Cost Selection" method beneficial to the Employer.

4.5.8 Duties and Taxes

- 4.5.8.1 The overall cost to the Employer shall include all duties and taxes such as customs duty, central excise duty, sales tax/ GST etc. as detailed below.
- i) the price of an imported item, the price has to be determined inclusive of customs duty and levies.
 - ii) the price of articles which are subject to excise duty, the price has to be determined inclusive of such excise duty.

- iii) And other levies including new taxes e.g. GST etc. as amended time to time by the Government Authority.
- 4.5.8.2 Offers, deviations and other factors which are in excess of the requirements of the Tender documents or otherwise which result in the accrual of unsolicited benefits to the Employer shall not be taken into account in the Tender evaluation.
- 4.5.8.3 Price adjustment provisions applicable during the period of execution of the Contract shall not be taken into account in the Tender evaluation.
- 4.5.9 Refund of Earnest Money Deposit (EMD)
 - a) EMD of all the tenderers except the lowest bidder (L1) and L2 & L3 bidder will be refunded after evaluation of technical and commercial proposals.
 - b) EMD of the L2 & L3 bidder will be refunded after issuance of the Letter of Acceptance to the lowest bidder (L1).
 - c) The EMD of the successful bidder will be refunded only after submission of all documents, and the Contract Agreement is executed.
 - d) If tenderer becomes technically non-responsive or fails to furnish the required information in e-Packet-B even after intimation is given to him, the on line EMD as per NIT shall be forfeited and Bank Guarantee as per NIT shall be en-cashed by BMC.
 - e) If the successful tenderer refuses to accept the work allotted to them, their EMD will be forfeited.

5 AWARD OF CONTRACT

5.1 Award

- 5.1.1 Subject to Sub-Clause 5.2 of this ITT, the Employer may award the Contract to the Tenderer whose Tender has been determined to be responsive and compliant to the requirements contained in the Tender Documents as per Sub-Clause 4.4 of this ITT and who has offered the lowest evaluated Tender price as per Sub-Clause 4.5 of this ITT.
- 5.1.2. In case, if Tenderers have quoted equal Financial Price, the following criteria for award will be taken into consideration: -

The precedence will be given in the following order

- a) The largest Available Bid Capacity;
- b) Post tender opening, offers maximum discount on quoted price in sealed packets.

5.2 Employer's Right to accept any Tender and to reject any or all Tenders

- 5.1.2 The Employer is not bound to accept the lowest or any tender and may at any time, by notice in writing to the Tenderers, terminate the Tendering process.
- 5.1.3 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security in the event that the Tender is accepted but the Tenderer fails to provide the Performance Security required under Sub-Clause 5.5 below, and Sub-Clause 4.2 of Part I - General Conditions or other specified documents or fails to execute the Contract Agreement as per Sub-Clause 5.4 of this ITT, the Employer may terminate the Contract and the Tender Security shall be forfeited.
- 5.1.4 The Employer will reject any tender if it determines not to be in accordance with Sub-

Clause 5.6 of this ITT.

5.1.5 The Employer may, at his sole discretion, accept or reject any E-TENDER, and annul the Tender Process and reject all E-TENDER Submissions at any time prior to Contract award, without thereby incurring any liability to Tenderers. In case of annulment after the Submission Deadline, all E-TENDER Submissions submitted and specifically, tender securities shall be promptly returned to the Tenderers.

5.1.6 BMC will assist the Tenderers for applying for security clearance. The tenderers may approach to BMC for necessary assistance in application; It shall be the responsibility of the tenderers to pursue and obtain such Security Clearances from the relevant department of Government of India (MHA) at their risk and cost. Failing to receive Security Clearances before the scheduled date of opening of the Pricing bid shall be treated as non-responsive and pricing bids of such tenderers will not be opened. BMC shall have right to reject such Tender/ Tenderers before opening of the Pricing bid.

5.3 Notification of Award

5.3.1 Prior to the expiration of the period of Tender validity prescribed in Sub-Clause Nos. 1.1.1 and 3.14 of this ITT or any extended period pursuant to Sub-Clause 3.14 of this ITT, the Employer will notify the successful Tenderer by an email confirmed by letter, that his Tender has been accepted. This letter (hereinafter and in Part 1 of the General Conditions called the "Letter of Acceptance-LoA") shall name the amount which the Employer will pay the Contractor in consideration of the design, construction, completion, and remedying of any defects in the Works by the Contractor as prescribed by the Contract.

5.4 Signing of Agreement

The Employer shall prepare the Contract Agreement as per the proforma in Annexure 7, duly incorporating all the terms of the agreement between the two parties. The Tenderer should note that in the event of acceptance of his Tender, the Tenderer within a period of 30 days from the date of receipt of the Letter of Acceptance, and receipt of the documents as mentioned in Sub- Clause 5.5 of this ITT, the successful Tenderer will be required to execute the Contract Agreement. 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 Tenderers. At present the legal & stationary charges are as mentioned in Clause 4.1.2 Note (5).

Failure of the successful Tenderer to sign the Contract shall constitute sufficient grounds for the annulment of the award and the Employer may draw upon the Tenderer's Tender Security. In that event, the Employer may award the Contract to the Tenderer with the next most economically advantageous compliant e-Tender Submission

5.4.1 Contract Documentation

The Contract that will be executed by the Employer and successful Tenderer consists of the contract documents attached to these Tender Documents, as may be modified by the Employer to reflect relevant aspects of the e-Tender Submission acceptable to the Employer, and clarifications post receipt of e- Tender Submission acceptable to the Employer. Those aspects of the e- Tender Submission that are acceptable to the Employer will be included in the executed Contract as e- Tender Submission Extracts. For clarity, the Employer may, in his sole discretion, require that further revisions be made to the Conditions of Contract to take into account the Tenderer's structure, whether that structure is a JV, partnership or other legal entity or association of legal entities.

The Employer shall prepare a combined and final version of the Contract to reflect ITT and by submitting an e- Tender Submission, the Tenderer shall be deemed to have agreed

with the terms of these ITT's.

The Successful Tenderer shall be abide by the circulars of BMC given in Appendix E.

5.5 Performance Security

5.5.1 The Performance Security required in accordance with Sub-Clause 4.2 of Part I General Conditions of Contract shall be for 10% of the Contract Sum, in Indian Rupees and shall comprise the following:

1)	Performance Guarantee	-	3%
2)	Contract Deposit	-	2%
3)	Retention Money	-	5%

5.5.2 The Tenderer shall furnish all other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the Part I General Conditions of Contract and Part II Particular Conditions of Contract.

5.5.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clauses 5.4 and 5.5 of this ITT within the time limit specified therein shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

5.5.4 Retention Money: In addition to the Performance Guarantee, Retention Money (Security Deposit) will be 5% of the Contract Sum. The percentage of retention money that will be recovered in each interim payment as stated in item 22 of FT - 1.

5.5.5 (i) 2% of the Contract Sum shall be paid as the Contract Deposit in the form of Bank Guarantee similar to item (ii) (e) below.

(ii) The PG (Performance Guarantee) shall be paid in one the following forms.

a) Cash

b) Demand Draft

c) Government securities

d) Fixed Deposit Receipts (FDR) of a Schedule Bank.

e) An electronically issued irrevocable bank guarantee bond of any Schedule bank, or in the prescribed form given in Annexure 6. The bank guarantee shall be from a Scheduled Bank in India (meaning a bank which has been included in the Second Schedule of Reserve Bank of India Act, 1934) (including Scheduled Commercial Foreign Banks). The Performance Guarantee shall be furnished to the Employer within twenty eight (28) days of receipt of the Letter of Acceptance.

Performance Guarantee is applicable over and above the clause of Security Deposit. Performance Guarantee shall be paid by the Contractor and shall be valid till the issue of the Taking Over Certificate. This deposit will be allowed in the form of (a) to (e) as mentioned above and shall be paid as prescribed after receipt of Letter of Acceptance.

The Bid Security/ EMD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid. (Please refer Circular u/no. CA/F/Project/32 dt. 26.10.2020.)

5.5.6 Refund of Performance Security

Contract Deposit and Performance Guarantee shall be released upon issue of Taking Over

Certificate.

Retention Money shall be released upon issue of Performance Certificate.

5.6 **Fraudulent OR Corrupt Practices**

The Employer will reject a Tender during the evaluation process and Contract Award if he determines that the Tenderer has engaged in corrupt or fraudulent practices during the compilation of their Tender, the evaluation period of the Tender, or in competing for the Contract.

- 1) The Employer requires that Tenderers observe the highest standard of ethics during the Tender Process. In pursuance of this, the Employer:
- 2) defines, for the purposes of this provision, the terms set forth below as follows:
- 3) corrupt practice is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- 4) fraudulent practice is any act or omission, including a misrepresentation or hiding of legal status, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- 5) collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
- 6) coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 7) Will reject an e-Tender Submission if the Employer determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

5.7 **Employer's of Administration and Hierarchy**

1) **“Employer”** means:

- a. Municipal Commissioner, Brihanmumbai Municipal Corporation (BMC), 2nd Floor, Municipal Head Office, Mahapalika Marg, Fort, Mumbai – 400 001;
- b. Additional Municipal Commissioner to whom the powers of the Municipal Commissioner, have been delegated under Section 56 and 56B of the Mumbai Municipal Corporation Act

2) **“Engineer”** means:-

The Chief Engineer (Bridges), Ground Floor, Engineering Hub Building, Dr. E-Moses Road, Near Worli Naka, Worli, Mumbai – 400 018 Email: che.br@mcgm.gov.in, Portal: <http://portal.mcgm.gov.in> OR

Any other competent person appointed by the Employer, and notified in writing to the Contractor to act in replacement of the Engineer from time to time.

3) Deleted

4) **“Employer's Personnel”** means:-

The Project Management Consultant (PMC) who is any consultant or the person appointed from time to time by “Employer” to assist the Engineer to perform specified duty as per contract entered in between the Employer and the consultant or the person as PMC appointed separately by Employer, for the work. The Project Management Consultant (PMC) shall carry out the following works:

- administer the contract under the guidance of the Employer;

- review designs, drawings, and specifications with respect to actual site conditions;
 - conduct road safety audit;
 - ensure requisite insurances are received and comply with contract requirements;
 - review the Contractor's detailed Work Program, Contractor's superintendence, Contractor's personnel and Contractor's construction methods;
 - review the horizontal and vertical alignment of the work;
 - Notice the Contractor's designs and drawings and submit to GC for vetting;
 - supervise the Contractor's work in all respects including quality, safety, environmental aspects and labour welfare;
 - measure quantities of work, record measurements, and verify items/works quantities executed in the contractor's monthly statements;
 - review and approve 'as-built' drawings prepared by the Contractor;
 - advise & recommend on variation, extra items and claims to the Employer;
 - conducting / attending all review meetings;
 - checking/ certification of Running and Final Bills and submitting RA bills for payment to the Employer.
 - prepare the Acceptance Certificates/ Completion Certificate/ Taking-Over Certificate and submitting the same to the Employer for review and issue;
 - Carry out all other works as assigned by the Employer/the Engineer.
- 5) Any other consultants: third party auditors or vigilance officer as the Employer may find essential shall be appointed time to time at any stage of works.
After the review and scrutiny of the design & drawings by the BMC project consultant it will be a responsibility of Contractor to take the third party vetting from IIT Bombay as instructed by Engineer In charge. The Fees for third party approval of IIT Bombay shall be paid by the Contractor, which shall be reimbursed by BMC.
- 6) BMC's internal Vigilance Department and Auditors shall be inspecting the works at any stage as per instructions of the Employer.

Annexures 1 to 12

And

Appendices for Tenderer Submissions



Brihanmumbai Municipal Corporation
Mumbai, India

ANNEXURE 1
REQUIREMENTS FOR OUTLINE TENDER PROGRAMME

- (1) The Outline Tender Programme shall show how the Tenderer proposes to organise and carry out the Design and Construction Works and to achieve Stages and complete the whole of the Works by the given Key Dates.
- (2) The Outline Tender Programme or Programmes shall be developed as a critical path network using suitable software. The network must be fully resourced and show co-ordination with all Interfacing Contractors. The Outline Tender Programme shall show achievement of all Key Dates and Works Area Access Dates.
- (3) The Outline Tender Programme shall take account of the Tenderer's proposed Design Submission Programme and should indicate, as far as possible, dates and periods relating to interfaces with and between Interfacing Contractors including dates for submission of further documents as required by the Contract and periods for their acceptance.
- (4) The Outline Tender Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
- (5) The Tenderer should have regard to the possibility, that during the Tender Evaluation Period, the Tenderer may be required to use the Outline Tender Programme and develop it into a Programme which, in the event of award, would be the initial submission of the Works Programme. To facilitate this process, the Tenderer shall, in the preparation of the Tender Programme, take due account of the provisions of Volume 3 Employer's Requirements, in so far as they concern the Works Programme.
- (6) The Outline Tender Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organisation, construction and completion of the Works. This narrative statement shall also indicate which elements of the Works the Tenderer intends to carry out off-Site and/or outside India with details of the proposed locations of where any such work is to be carried out, and the facilities available.
- (7) The Tenderer shall prepare logic diagrams providing the philosophy for shared access, shared areas with co-incident and adjacent work areas and submit as part of his Tender. These logic diagrams shall be developed and submitted along with the Works Programmes as submitted during the course of the Contract.
- (8) All programmes shall include design, procurement periods, major material, offsite production / prefabrication, temporary construction, interface and periods for all Interfacing Contractors, whether system wide, utility or statutory contractors etc.

ANNEXURE 2
Deleted

**ANNEXURE 3
REQUIREMENTS FOR TENDERER'S TECHNICAL PROPOSALS**

1. The Tenderer's attention is drawn to Sub-Clause A2 of Volume 3 Employer's Requirements – Section A General and to Sub-Clause 1 of the General Conditions of Contract in which words and expressions are defined.
2. The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Tenderer's Technical Proposals shall establish firmly the intended design and methodology, and, in accordance with Sub-Clause 4.2 of this Annexure 3 of this ITT, the Specifications for the Permanent Works.
3. The Tenderer's Technical Proposals shall cover the following:
 - A) Bridges.
 1. Details of pile boring and construction methodology of pile construction including the details of boring rigs.
 2. Details of pier construction methodology and outline programme of pier construction.
 3. Casting, storage and transportation of precast elements to site, and removal of spoil from site.
 4. Sequence, design methodology and outline programme for erection of precast elements.
 - B) Road construction method
 - C) Construction method for bridges.
4. The Tenderer's Technical Proposal shall also include the following documents:
 - 4.1 Drawings

Drawings shall illustrate, where appropriate, aspects of the Construction Works identified in Sub-Clause 3 of this Annexure 3 of this ITT, including layouts, appearance, main structural features, general arrangements, plans, elevations, principal sections and typical details of critical areas. In particular the drawings shall indicate the proposed arrangements with the Interfacing Contractors.
 - 4.2 Outline Specifications
 - 4.2.1 The Outline Specifications to be submitted by the Tenderer shall comprise two parts, i) the Outline Design Specifications and ii) the Outline Construction Specifications. Each part shall consist of the Outline Specification, which shall be identical to those contained in the Tender Documents, and a Particular Specification which is to be compiled by the Tenderer. The Particular Specification shall draw attention to any part or parts of the Outline Specification which the Tenderer intends to amend or omit and shall contain further material such that the design of the Permanent Works is fully specified and the construction of the Permanent Works is specified at least in outline at this stage.

4.2.2 In producing the Particular Specifications, the Tenderer shall ensure that Clauses, Sub-Clauses and any appendices therein are identified by their numbering as uniquely belonging to the Particular Specifications, and shall not in any event amend or change the numbering in the Outline Specifications.

4.2.3 The Tenderer should note that the Specifications submitted with the Tender as part of the Tenderer's Technical Proposals will, prior to acceptance of the Tender, be merged and consolidated into a single document for incorporation into the Contract.

4.2.4 The Tenderer should note that the Particular Specifications form a crucial part of the Tenderer's Technical Proposals, and shall be prepared in sufficient detail to demonstrate full compliance with the Employer's Requirements. The quality of the Particular Specifications will be paramount in evaluating the technical compliance of Tenders.

4.3 Statement of Compliance

A joint statement from the Tenderer and the proposed Lead Designer is required to be furnished to the effect that the Tenderer's Technical Proposals comply with the Employer's Requirements and can be developed to become the Definitive Design of the Permanent Works without significant change other than amplification.

4.4 Statement of Maintainability

The Tenderer shall state the maintenance objectives and the anticipated operational life associated with the principal elements and components of the Permanent Works and in particular how these apply in the selection and use of proposed materials. The Tenderer shall demonstrate the effect of its proposals on the lifetime costs of the Permanent Works. The Tenderer shall include in this statement a schedule of the main maintenance operations, for each major component of the bridges and other works including intervals between such operations, for all aspects of the required construction and of main spares and stores required and their rates of use.

5. The Tender shall be accompanied by documents in amplification of the Tenderer's Technical Proposals, which shall include:

5.1 Technical Notes

Such technical notes or notes on calculations necessary for understanding and explaining the Tenderer's Technical Proposals.

5.2 Codes and Standards

A list of all codes of practice and standards to be used in the design shall be provided. Except for those codes and standards available in Hindi, all other codes and standards shall be available in certified English translation. The Tenderer shall provide justification, in accordance with Sub-Clause 1 of the Outline Design Specification of Volume 4 of this Tender Document, for any Codes or Standards it proposes in its list as alternatives or in addition to those specified in the Employer's Requirements, Outline Design Specifications and Outline Construction Specifications. The Tenderer will be required, during the Tender process, to provide a certified English translation of any codes or standards it proposes to use and which are not normally available in English.

6. Casting Yard

The tenderer shall propose suitable casting yard locations with a site plan. The facilities required such as casting yard, batching plant etc. shall also be shown. In a separate plan project site shall be indicated and logistics of moving the precast elements shall be discussed.

7. Logistics planning and programme for construction of bridges and interchanges, material required for earth improvement and bund, precast elements, etc. shall be discussed.

8. Aesthetic design proposal shall be presented for the above ground structures like transition ramps with stated roof, land scape and recreational facilities. Also, refer to Section B13 of Volume 3. The internal bridge space shall also be aesthetically enhanced.

ANNEXURE 4
FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

KNOW ALL MEN by these presents that we _____ (Name of Bank) of India, having our registered office at _____ (hereinafter called "the Bank") are bound unto (Brihanmumbai Municipal Corporation (hereinafter called "The Employer") in sum of _____ (Specify currency and amount in figures and words) for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer") has submitted his Tender dated _ MCRP/South/P-II (hereinafter called "the Tender") for the Contract Code:

WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of

_____ (specify currency and amount in figures and words) Tender Security against the Tenderer's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

- (1) That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said Tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- (2) That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Tenderer.
- (3) That this guarantee commences from the date hereof and shall remain in force until :
 - a) The Tenderer, in case his Tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Security from RBI approved a Scheduled Bank (including Scheduled Commercial Foreign Banks) or
 - b) Twenty eight days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is earlier.
- (4) That the expression "the Tenderer" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligations are:

- (i) if the Tenderer withdraws his Tender during this period of tender validity specified in the Form of Tender, or
- (ii) if the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity:
 - a) fails or refuses to furnish the Performance Security as required by Sub-Clause 5.5 of the "Instructions to Tenderers" – Section II; and / or
 - b) fails or refuses to enter into a Contract within the time limit specified in Sub-Clause 5.4 of the "Instructions to Tenderers" – Section II.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (i), (ii) a) or (ii) b) mentioned above, specifying the occurred condition or conditions.

Signature of Authorized Official
Of the Bank: _____

SIGNATURE OF WITNESS

NAME OF WITNESS

Address of Witness

Name of Official:

Designation:

STAMP / SEAL OF BANK

**ANNEXURE 5
COPYRIGHT UNDERTAKING**

Date

To:

The Municipal Commissioner,
Brihanmumbai Municipal Corporation (BMC),
2nd Floor, Municipal Head Office,
Mahapalika Fort Mumbai – 400 001.

LETTER OF UNDERTAKING

We, (name of Tenderer / Joint Venture) hereby undertake that the Tender Drawings, both in soft copy and digitised format, and the Tender Documents downloaded as a necessary part of our preparation of this Tender shall be used solely for the preparation of the Tender and that if the Tender is successful, shall be used solely for the design of the temporary and permanent Works.

We further undertake that the aforesaid Tender Drawings and Documents prepared by Brihanmumbai Municipal Corporation (BMC) shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the firm, partnership, Joint Venture, the Joint Venture parent companies or sub-contractors of the Joint Venture are, or will be involved with either in India or any other country.

Signed.....

For and on behalf of

(name of Tenderer / Joint Venture) [with Company Seal]

ANNEXURE 6
FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

(Refer Sub-Clause 5.5 of Section II of ITT)

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Brihanmumbai Municipal Corporation (BMC) (hereinafter called "the Employer") of the other part.
2. Whereas Brihanmumbai Municipal Corporation (BMC), has awarded the contract for _____ (Name of work as per the title page of the NIT) (hereinafter called the Contract) to _____ (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of _____ (Specify all currencies and their amounts in figures and words)
4. Now we the Undersigned _____ (Full Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of _____ (Specify all currencies and their amounts in figures and words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid until..... (The initial period for which this Guarantee will be valid must be for at least twenty eight (28) days longer than the anticipated date of issue of the Performance Certificate as stated in Sub-Clause 11.9 of the "Conditions of Contract Part I".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Sub-Clause 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

- 8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 10. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
- 11. Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed (Specify all currencies and their amounts in figures and words), and
 - b) This Bank Guarantee shall be valid up to....., and
 - c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness whereof I/We of the bank have signed and sealed this Guarantee on the _____(day) of _____(Month) **202x** being herewith duly authorized.

For and on behalf of

The..... Bank.

Signature of Authorized Bank official

Name:

Designation :

Stamp/Seal of the Bank :

Signed, sealed and delivered for and on behalf of the Bank by the above

Named_in the presence of :

Witness 1

Witness 2.

Signature

Signature

Name

Name

Address

Address

ANNEXURE 7
FORM OF CONTRACT AGREEMENT

(Refer Sub-Clause 5.4 of Section II of ITT)

This Agreement is made at Mumbai on the _____ day of **201x** Brihanmumbai Municipal Corporation (BMC), Mumbai hereinafter called "the Employer" of the one part and _____ (Name of Contractor*) (Address of Contractor*) _____ of _____ hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that (***) certain Goods and Services should be provided and the Works should be executed, viz. ----- (Name of work as mentioned in the title of the NIT) hereinafter called "the Works" and has accepted a Tender by the Contractor for the execution and completion of such works (***) as well as a Guarantee of such works) and the remedying of defects therein. NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract Parts I and II hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Contract Agreement
 - ii) Letter of Acceptance (LoA)
 - iii) Letter of Clarifications (LoC), if any
 - iv) Addenda to the Tender document, if any
 - v) Notice of Intimation to (NIT)
 - vi) Instructions to Tenderers (ITT)(Including Annexure)
 - vii) Particular Conditions of Contract (PCC)
 - viii) Conditions of Contract for Plant Design–Build contract Part I – FIDIC First Edition 1999 (GCC)
 - ix) Employer's Requirements
 - x) Outline Design Specifications
 - xi) Outline Construction Specifications
 - xii) All RFP Documents till its last amendments
 - xiii) Safety, Health & Environmental Management Requirements
 - xiv) Quality Assurance Requirements
 - xv) Tender Drawings
 - xvi) Pricing Document
 - xvii) Reference Documents

- xviii) Contractor’s Proposal
- xix) Any other items as applicable

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by **__and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Total Contract Price of ** of_____ (currencies and their amounts in figures and words) being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.

6. JURISDICTION OF COURT

For settlement of disputes, the Courts at Mumbai shall have the jurisdiction to try all disputes arising out of this agreement between the parties, as noted in PCC Clause 107.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written

For and on behalf of the Contractor
Signature of the authorized official
Name of the official

For and on behalf of the Employer
Signature of the authorized official
Name of the official

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

SIGNED, SEALED AND DELIVERED

By the said

_____Name_____ on behalf of the Contractor in the presence of:

Witness_____

Name_____

Address_____

By the said

_____Name_____ on behalf of the Employer in the presence of:

Witness _____

Name _____

Address _____

The Common seal of the Municipal)

Brihanmumbai Municipal Corporation was hereunto)

affixed on the _____)

in the presence of two members of the)

Standing Committee of the Corporation

1.) _____ 1.) _____)

2.) _____ 2.) _____)

And in the presence of the Municipal Secretary

_____)

Notes :

* To be made out by the Employer at the time of finalization of the Form of Contract Agreement.

** Blanks to be completed by the Employer at the time of finalization of the Form of Contract Agreement.

*** TO BE DELETED IF NOT APPLICABLE

ANNEXURE 8
Deleted

Annexure 9 – Qualification Criteria

QUALIFICATION CRITERIA

This appendix contains the financial and experience criteria that a Tenderer must meet and/or demonstrate, and which the Employer shall use to determine whether the Tenderer is qualified to carry out the said work.

This is divided as follows:

1. Eligibility
2. Historical Contract Non-performance
3. Financial Criteria
4. Technical Criteria
5. Others

The Eligibility and Tender Qualification Criteria are to be read together with the description under Eligible Experience and the Notice of Invitation of Tender and Tender Documents. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Tenderer Qualification Forms.

For reference project to be eligible for submission in support of the experience requirement, the tenderer shall either have

- Undertaken the project as single entity or
- Undertaken the project as a partner in JV;

The partner may claim the value of a project executed based upon their pro rata share holding within the JV.

QUALIFICATION CRITERIA

Sr. No.	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
1. Eligibility							
1.1	Nationality	REPUBLIC OF INDIA or of any country as in ITT 1.3.6	Must meet requirement		Must meet requirement		Forms – 1.1 and 1.2
1.2	Conflict of Interest	No conflicts of interest as in ITT 1.3.4	Must meet requirement		Must meet requirement		Qualification Eligibility Form
1.3	Ineligibility	Not having been declared ineligible by Employer or another employer as described in ITT 1.3.4 (c)	Must meet requirement		Must meet requirement		Qualification Eligibility Form & Undertaking Cum Indemnity Bond
1.4	Government Owned Entity	Tenderer required to meet conditions of ITT 1.3.4 (d)	Must meet requirement		Must meet requirement		Forms – 1.1 and 1.2
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of or expulsion from or termination of a contract did not occur within last THREE years.	Must meet requirement by itself or as partner to past or existing Joint Venture / Consortium		Must meet requirement by itself or as partner to past or existing Joint Venture/ Consortium		Form – 2
2.2	Failure to Sign Contract	Not being under execution of a bid securing declaration or forfeiture of bid security or earnest money deposit pursuant to ITT 4.5.9 for last 3 (THREE) years.	Must meet requirement		Must meet requirement		Qualification Eligibility Form

Sr. No.	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
3. Financial Situation							
(In case if project is executed in India and valued in foreign currencies, the project value shall be calculated at the TT Selling Rate published by the Reserve Bank of India at the date of the audited financial statement)							
3.1	Financial Performance	Submission of audited financial statements acceptable to the Employer, for the last 5 (Five) financial years to demonstrate the current soundness and profitability of the Tenderer's financial position	Must meet requirement			Must meet requirement	Form – 3.1
3.2	Average Annual Turnover	Minimum average annual Turnover for the last 3 (Three) years, shall not be less than Rs. 834.06 Cr. An escalation rate of 10% p.a. can be applied to annual turnover of previous years (ref. Note no. 4.0) to arrive at current year turnover value.	Must meet requirement	Must meet requirement		Lead Member must meet Fifty percent (50%) of the requirement	Form – 3.2
3.3	Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets or lines of credit other than any contractual advance payments to meet cash-flow requirement of 10%	Must meet requirement	Must meet requirement		Lead Member must meet Fifty percent (50%) of the requirement	Forms – 3.3a and Form - 3.3b with Statutory Auditor's certificate.

Sr. No.	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
		of Estimated Cost for this project.				ement	
3.4	Available Bid Capacity (ABC)	<p>ABC to be greater than Two Times the Estimated Cost. $ABC = A * N * 2 - B$ where A = Average annual value of construction works executed during the last ten years; N = Number of years prescribed for completion of the works for which the Tenders are invited (Five years); and B = Value at current price level of the existing commitments and on-going works to be executed over the next FIVE years;</p>	Must meet requirement	Must meet requirement		Lead Member must meet Fifty percent (50%) of the requirement	Form – 3.4
3.5	Net Worth	<p>The Tenderer's Net Worth should be equal to or greater than Rs. 631.86 Cr. as on 31.03.2021. Tenderer shall have to furnish Certificates from Chartered Accountants, certifying the Net worth as on 31st March, 2021. Net</p>	Must meet requirement	Must meet requirement		Lead Member must meet Fifty percent (50%) of the requirement	Form – 3.1

Sr. No.	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
		worth will be calculated as per The Companies Act 2013				ement	
4. Experience							
4.1	General Construction Experience	Experience in construction contracts in the last 10 (Ten) years prior to the Submission Deadline	Must meet requirement	Must meet requirement		Lead Partner must meet requirement	Form – 4.1
4.2	Relevant Construction Experience in Key activities in construction and commissioning / Completion	<p>Eligible Projects Experience in relation to “Eligible Projects” either fully completed or substantially completed (80% payment bills received of contract value) after January 01, 2010 in India</p> <ul style="list-style-type: none"> At least one Eligible Project with minimum value of Rs. 1516.46 Cr. OR At least two Eligible Projects with minimum value of Rs. 1010.98 Cr. each OR At least three Eligible Projects with minimum value of Rs. 758.23 Cr. each <p>Eligible Project</p>	Must meet requirements	Must meet requirements			Form – 4.2 with certification & RPC 1

Sr. No.	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
		means. Design & Construction experience in infrastructure related works including Bridges, Flyovers, Elevated of Metro for Central or State Government/Semi Govt. Organization/ Urban Local Bodies / Central or State Public Sector Undertakings. Minimum Project Requirement described in table below under heading Project Requirement.					
4.3	Relevant Construction Experience in Key activities	The bidder should have executed the structural steel work of 4,000 MT in a single work/job in bridge/ flyover/ Elevated metro	Must meet requirement	Must meet requirement			
4.4	Relevant Construction Experience in Key activities	The bidder should have experience of successfully completed minimum 1 bridge/ flyover/ Elevated Metro in MMR region in last seven years	Must meet requirement	Must meet requirement			
5. Others							
5.1	Guarantees	Where a parent company's technical/ Financial experience, expertise or goods are used in order to meet the qualifying criteria an	Must meet requirement		Must meet requirement		Form of Undertaking to Provide Parent Company Guarantee

Sr. No.	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
		undertaking to Provide a Parent Company Guarantee is required for the work proposed in accordance with ITT 23.0.					
5.2	Staffing Resources	Provide proposed organization structure for undertaking the project and CV's of key staff members	Must meet requirement	Must meet requirement			Provide organization chart and CV in approved Format

Project Requirement as per 4.2

Sr. No	Section Name	Jurisdiction	Type of Road/ Structure	Start Chainage	End Chainage	Length of Alignment (m)	Label
1	Dahisar Link Road	BMC	Interchange at Dahisar	0	280	280	A
			Road on Stilts in Mangroves	280	1450	1170	D
		MBMC	Road on Stilts in Mangroves	1450	1480	30	D
			Elevated Road in Creek	1480	1580	100	D
			Road on Stilts in Mangroves	1580	1700	120	D
			Elevated Road in Creek	1700	1800	100	D
			Road on Stilts in Mangroves	1800	1980	180	D
			Elevated Road on Salt Pan	1980	3450	1470	D
			Road on Stilts in Mangroves	3450	4110	660	D
			Interchange at Bhayandar	4110	4580	470	A
	Length Details in m		Total Length			4580	
			Total of D			3830	
			Total of A			750	

Work Component	Minimum Requirement
Flyovers / Bridge in Creek / sea / Rivers	<p>Three works of Single Structure with 2 + 2 lane, minimum 30% of length of 'D'</p> <p style="text-align: center;">Or</p> <p>Two works of Single Structure with 2 + 2 lane, minimum 40% of length of 'D'</p> <p style="text-align: center;">Or</p> <p>One works of Single Structure with 2 + 2 lane, minimum 50% of length of 'D'. Where D is 3830 mtrs.</p> <p>And</p> <p>The Bidder should have completed at least 1 Bridge / Flyover involving 6 Lane Carriageway (2 x 3 lanes).</p> <p>And</p>
Obligatory Span of Bridge	<p>100 Meters in a Single Project in a Bridge / Metro Viaduct over Sea / creek / River / Railway</p> <p>And</p>
Piling Works	The minimum cumulative Piling of 20,000 RMT in a single project of flyover / bridge.

Notes:

1. Tenderer must demonstrate that they meet or exceed the criteria in Appendix C Qualification Criteria by providing details of Eligible Experience which shall be assessed against the characteristics as described in ITT 1.1 Relevant Information and Scope of the works.
2. For each Reference Project submitted as Eligible Experience the Tenderer shall submit the following as per the formats provided in Appendix D-Tenderer Qualification Forms.
 - Certificate from the concerned client on client's letter head in the format provided.
 - Duly notarized copy of work order / extract of contract confirming the scope of work.
 - In case a particular project has been jointly executed by the Tenderer (or any Party constituting the Tenderer) as part of a JV, the Tenderer shall further support its claim as a lead partner by producing a certificate from its Statutory Auditor or the client.
3. Tenderer shall
 - c. Self-complete reference project certificate on letter head of the Statutory Auditor duly appointed by the Company with UID Number (with appropriate declaration), OR
 - d. Provide a corresponding client certificate mentioning relevant details of the project with specified component.
4. Updation of annual turnover (3.2) and contract value (4.2) to the price level of the tender year to be done at the rate of 10% per year compounded annually as follows:

2020-2021:	1.21
2021-2022:	1.10
2022-2023:	1.00 (base year / current price level)

5. Design Standards shall be specifically mentioned in the contract document or agreed in

writing with the client before commencement of the project.

6. The bidder should have executed/substantially completed at least one EPC/Design and construction project using 5D Building Information Modeling with LOD 500 in last seven years.
7. Should have an operational batching plant of minimum capacity of 60 cum /hr in MMR since last 2 years.
8. There should be no collapse due to failure of superstructure / substructure of any bridge / flyover / metro work within 5 years of commissioning.
9. The bidder should not be in a negative list /self-imposed to refrain from participating in bids / prohibited / debarred / blacklisted in last one year by any central govt. dept. / state govt. / PSU / local body, etc.

Annexure 10- Tenderer Qualification Eligibility Form

No. and title: [insert title of work] To: [insert full name of Employer]

Date: [insert day, month, year]

We, the undersigned, confirm that we believe we have the appropriate credentials to tender for the above works and declare that:

- a) We, have nationalities from eligible countries, in accordance with ITT 1.3. [insert the nationality of the Tenderer, including that of all partners in case of a Joint Venture, and the nationality of each already identified subcontractor and supplier of related services, if applicable];
- b) We, including any subcontractors or suppliers for any part of the Contract resulting from this Tender Process, do not have any conflict of interest, in accordance with ITT 1.3;
- c) We, including any subcontractors or suppliers for any part of the Contract resulting from this Tender Process, have not been declared ineligible under the Employer's country laws, official regulations, or have forfeited our tender security or earnest money deposit, or are not under execution of a tender securing declaration in accordance with ITT 1.3;
- d) We are not a Government owned entity / We are a Government entity, and we meet the requirements of ITT 1.3 [Strike off the phrase that is NOT APPLICABLE for the Bidder];
- e) We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tender Process or execution of the Contract

Name of Recipient	Address	Reason	Amount
[insert full name for each occurrence]	[insert street/ number/city/country]	[indicate reason]	[specify amount in RUPEES equivalent]

[If none has been paid or is to be paid, indicate "none".]

- f) We undertake that in case of any change in facts or circumstances during the Tendering Process, we are affected by the provisions of disqualification in terms of the provisions of the Tender Documents we shall inform the Employer of the same immediately.

Signed* [insert signature(s) of an authorized representative(s) of the Tenderer]

Name: [insert full name of person signing the application]

In the Capacity of [insert capacity of person signing the application] Duly authorized to sign the application for and on behalf of: Tenderers Name [insert full name of Tenderer]

Address [insert street number/town or city/country address]
 Dated on [insert day number] day of [insert month], [insert year]

*Provide Power of Attorney for Authorized Representative signing this document as per ITT 36.

Annexure 11- Undertaking Cum Indemnity Bond

(on Rs.200/- stamp
paper)

We, (1) Mr. _____ and (2) Mr. _____ aged (1) yrs and (2) yrs respectively; Proprietor / Partners / Directors / Power of Attorney holder of the Firm/Company having its office at _____ hereby gives an UNDERTAKING CUM INDEMNITY BOND as under:

AND WHEREAS we are registered contractor/s with the Brihanmumbai Municipal Corporation or Municipal Corporation of Brihanmumbai and / or (Name of other authority), statutory authority established under MMC Act, 1888.

AND WHEREAS the Brihanmumbai Municipal Corporation or Municipal Corporation of Brihanmumbai had published the tender notice for the work of “ _____ ” AND WHEREAS I/we want to participate in the said Tender procedure, I/We hereby give an Undertaking-cum-Indemnity Bond as hereinafter appearing:-

I/We hereby agree and undertake that my/our Firm/Company is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi Government & Government Under-taking and any Multilateral Funding Agency, urban local body in India or abroad etc., as on date of submission of tender.

I/We hereby further agree and undertake that, at any stage of tendering procedure if the said information is found incorrect, it should be lawful for the BMC forthwith debar me/us from the tendering procedure and initiate appropriate penal action.

The undertaking-cum-Indemnity Bond is binding upon us/our heirs, executors administrators and assigns and/or successor and assigns.

Place
Date:

Proprietor/Partners/Directors/POA Holder
(Seal of Firm/Co.)

Identified by
me, BEFORE
ME

Annexure 12- FORM OF TENDER / LETTER OF TENDER

Name of Work: **Design and Construction 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)**

Date:

To:

The Municipal Commissioner,
Brihanmumbai Municipal Corporation (BMC),
2nd Floor, Municipal Head Office,
Mahapalika Fort Mumbai – 400 001.

Subject- 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)

Dear Sirs,

1. Having inspected the Site, examined and taken account of, Volumes One to Eight (inclusive) and addenda and all other information thereto (if any) issued by Brihanmumbai Municipal Corporation (BMC) for the design and construction of the above-mentioned Works, and the matters set out in Appendix FT-1 hereto, and having prepared, completed and signed, with accompanying Company Seal, Appendices FT-1, FT-2, FT-3, FT-4 and FT-5 hereto, we hereby (jointly and severally)* offer to design, construct and complete the whole of the said Works and Commissioning and remedying any defects therein, in conformity with the Contract, the Appendix to Tender and the Addenda within the completion period of _____ days (from the Commencement Date) for the lump sum price of; _____ (currencies and their amounts in figures and words) for Contract - Design and Construction Contract - For _____) which may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendices to the Form of Tender will form an integral part of the Tender.
3. We undertake (jointly and severally)*:
 - (a) to keep this Tender open for acceptance for a minimum period of 180 days from the date fixed for receiving the same without unilaterally varying or amending its terms [and without any member withdrawing or any other change being made in the composition of the Partnership/Joint Venture/Consortium on whose behalf this Tender is submitted, which shall constitute a breach of this undertaking*] and it shall remain binding upon us and may be accepted at any time before the expiry of that period or any extended period mutually agreed to; and
 - (b) if our Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in this ITT, Volume 2 Conditions of Particular Application and Appendix FT-1 hereto; and
 - (c) to hold in confidence all documents and information whether technical or commercial

supplied to us at any time by or on behalf of the Employer in connection with this Tender or

- (d) with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.

- 4. We submit with this Tender a duly executed Tender Security Guarantee in respect of our obligations under this Tender.
- 5. If our Tender is accepted, we will furnish a Bank Guarantee for the Performance Security for the due performance of the Contract. The amount and form of such Guarantee or Bond will be in accordance with Clause 4.2 of the Conditions of the Contract Part I and as indicated in Appendix FT-1 of the Form of Tender.
- 6. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
- 7. Whether or not this Tender is accepted, to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the Brihanmumbai Municipal Corporation (BMC) in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
- 8. We have independently considered Clause 8.6 of the FIDIC Conditions of Contract for Plant, Design & Build 1999, and the amounts shown in the Appendix FT-1 Item 16, as Penalty for Delay in achieving Key Dates and agree that it represents the damages likely to be suffered by the Employer in the event of the work not being completed in time.
- 9. We understand that you are not bound to accept the lowest or any Tender you may receive.
- 10. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Tender price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
- 11. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
- 12. We further understand that all costs and expenses incurred by us in preparing this Tender and participating in this Tender will be borne solely by us.
- 13. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in the Republic of India. For settlement of disputes, the courts at Mumbai will have jurisdiction in the matter as noted in PCC Clause 107.

We are, Gentlemen, Yours faithfully,

Signature _____ Signature _____

Name _____

Name _____

For and on behalf of _____ For and on behalf of _____

Address _____

Address_

Date: _____

Date: _____

Before (signature of witness)

Before (signature of witness)

Name of witness _____

Name of witness

Date: _____

Date: _____

[With Company Seal(s)]

*** Notes:**

If the Tenderer comprises a Partnership, Joint Venture or Consortium:

- (a) The provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. Partnership, Joint Venture or Consortium)
- (b) The liability of each member under the Tender, and under any Contract formed upon its acceptance, will be joint and several.
- (c) An authorised representative of each member must sign the Tender, with Company Seal.
- (d) Signatures on the Form of Tender shall be witnessed and dated.
- (e) Copies of the relevant Power of Attorney shall be attached.

**Annexure 13 - Irrevocable Undertaking-clause
(On Rs.500/- Stamp Paper)**

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

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to BMC by way of commensurate reduction in prices
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, BMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provision of GST Act.

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

APPENDICES TO THE FORM / LETTER OF TENDER

(To be prepared by and appended to the Form of Tender by the Tenderer)

Appendix FT-1:	Contract Data
Appendix FT-2:	Financial Document / Pricing Document
Appendix FT-3:	Quality Assurance System and Outline Quality Plan
Appendix FT-4:	Outline Safety, Health & Environment Plan
Appendix FT-5:	Tenderer's Technical Proposals

FORM / LETTER OF TENDER - APPENDIX FT-1 CONTRACT DATA

Sl. No.	Item	CoC	Sub-Clause	Description
1.	Employer's and Engineer's Name and Address	Part I	1.1.2.2 & 1.1.2.4	<p><u>Employer</u> (1) The Municipal Commissioner, Brihanmumbai Municipal Corporation (BMC), 2nd Floor, Municipal Head Office, Mahapalika, Fort, Mumbai – 400 001. (2) The Additional Municipal Commissioner to whom the powers of the Municipal Commissioner, have been delegated under Section 56 and 56B of the Mumbai Municipal Corporation Act.</p> <p><u>The Engineer:-</u> The Chief Engineer (Bridges) Ground Floor, Engineering Hub Building, Dr. E-Moses Road, Near Worli Naka, Worli, Mumbai – 400 018. Email: che.br@mcgm.gov.in Portal: http://portal.mcgm.gov.in</p>
2.	Contractor's name and address	Part I	1.1.2.3	
3.	"Employer's Personnel" means Project Management Consultant(PMC)	Part I	1.1 (g)	Project Management Consultant (PMC) means any consultant or the person appointed from time to time by the Employer to perform specified duty as per contract entered in between the Employer and the consultant or the person appointed, for the work.
4.	Time for commencement of works	Part I	8.1	15 days from the date of receipt of letter of Acceptance (LOA)
5.	Time for Completion of the Works	Part I	1.1.3.3	42 Months (inclusive of Monsoon) from the date of commencement of work
6.	Foreign Currency/Currencies	Part I	1.1.4.6	Nil
7.	Law of the Contract	Part I	1.4	The law applicable is Law of Union of India
8.	Ruling language	Part I	1.4	English (India)
9.	Language for Communications	Part I	1.4	English (India)

Sl. No.	Item	CoC	Sub-Clause	Description
10.	Electronic transmission systems	Part I	1.8	By Fax/ Electronic mail followed by hand delivery/ airmail/ courier/ speed post.
11.	Confidential details	Part I	1.12	Details which are not related to the Contract and also not required by the Tender documents or Contract documents
12.	Time for access to the Site	Part I	2.2	Refer to Volume 3
13.	Amount of Performance Guarantee	Part I	4.2	3% of the Contract Price Refer to Clause 5.5 of Volume 1
14.	Time for submission of Programme	Part I Part II	8.3 and PCC 66	90 days from the Commencement Date
5.	Normal working hours	Part I	6.5	Day or night (24 hours) subject to local Authority regulations
16.	Penalty for the delay in achieving the Key Dates for the Works	Part I	8.6	Refer to item No. 36 of this Appendix FT-1.
17.	Limit of Penalty for the delay in achieving the Key Dates	Part I	8.6	5% of the Contract Price. If there are any of the milestones / items that that are completed for which a delay damage has been collected in the previous payment certificates shall be released to the contractor, provided that the employer's representative determines that the delay will not affect the overall timeline provided further that in the event COD is achieved on or before the scheduled completion date, the damages paid under this clause shall be refunded by the Authority to the concessionaire.
18.	Liquidated damages for failing Tests after Completion	Part I	11.4	1% of the Contract Price
19.	Total amount of advance payments			
	Mobilisation Advance	Part II	PCC 82	10% of the Contract Price
20.	Number and timing of instalments			
				In two equal instalments.

Sl. No.	Item	CoC	Sub-Clause	Description
	Mobilisation Advance	Part II	PCC 82	First instalment paid on submission of BG and after mobilization has started and second instalment paid after satisfactory utilization of the first instalment.
21.	Recovery of the Mobilisation Advance	Part II	PCC 82	In equal instalments starting from when 20% of the original Contract Value of the Work has been paid, and complete before 85% of Work is paid or the original Date of Completion, whichever is earlier Interest rate shall be at 13%.
22.	Recovery of Retention Money	Part I Part II	14.9 PCC 86	10% from each Interim Payment Certificate (IPC) starting from 1 st running bill till it reaches 5% of the Contract Sum
23.	Limit of Retention Money	Part I	13.3	5% of the Contract Sum
24.	Minimum amount of Interim Payment Certificates	Part I	14.6	2% of the Contract Price
25.	Payments in Local and Foreign Currencies	Part I	1.1.4.8 & 14.15	In Indian Rupees.
26.	<i>If there are Provisional Sums:</i> Percentage for adjustment of Provisional Sums	Part I	13.5	Not Applicable
27.	Amount of insurance for design	Part I	18.1	3% of the Contract
28.	Amount of third party insurance	Part I	18.3	Rs. 10 Lakhs for any one incident, with number of incidents unlimited.
29.	Periods for submission of insurance (a) evidence of insurance (b) relevant policies	Part II	PCC 100	14 days 30 days
30.	Dispute Adjudication	Part I Part II	20.2, 20.3 & 20.4 PCC 103	Dispute or Difference to be referred to the Commissioner: Refer to PCC 103

Sl. No.	Item	CoC	Sub-Clause	Description
31.	Arbitration rules	Part I	20.6	Indian Arbitration and Conciliation Act, 1996, as amended in 2015 and from time to time and Mumbai Centre for International Arbitration.
32	Number of arbitrators	Part I and Part II	20.6 PCC 104	Arbitration Refer to PCC 104
33.	Language of arbitration	Part I	20.6	English (India)
34.	Place of arbitration	Part I	20.6	Mumbai, India
35.	Price Variation Formula	Part I Part II	13.1 PCC 81	Refer Tables 2, 3 and 4 below.
36.	Penalty for the delay for not achieving the Key Dates	Part I	8.7	Refer Table 1 below.

Table 1. (Refer Item 36)

Key Dates (Refer Appendix 2B of Volume 3)	Penalty for the delay in achieving the Key Dates, for first 28 days.	Penalty for the delay in achieving the Key Dates, between Day 29 and Day 56.	Penalty for the delay in achieving the Key Dates, from Day 57 onwards
Key Date KD1	Rs. 50,000 per day	Rs. 250,000 per day	Rs. 5,000,000 per day
Key Date KD2	Rs. 50,000 per day	Rs. 250,000 per day	Rs. 5,000,000 per day
Key Date KD3	Rs. 50,000 per day	Rs. 250,000 per day	Rs. 5,000,000 per day
Key Date KD4	Rs. 50,000 per day	Rs. 250,000 per day	Rs. 5,000,000 per day
Key Date KD5	Rs. 50,000 per day	Rs. 250,000 per day	Rs. 5,000,000 per day
Key Date KD6	Rs. 10,000 per day	Rs. 50,000 per day	Rs. 1,000,000 per day
Key Date KD7	Rs. 10,000 per day	Rs. 50,000 per day	Rs. 1,000,000 per day
Key Date KD8	Rs. 10,000 per day	Rs. 50,000 per day	Rs. 1,000,000 per day

Table 2 (Refer Item 35)

Factor and Description	% of weightage
(a) Fixed	0.15
(b) Labour	0.25
(c) Steel	0.25
(d) Cement	0.15
(e) Fuel	0.10
(f) Plant and Machinery	0.10

Table 3. (Refer Item 35)

Index for: (factor)	Origin of Input (country)	Currency Index	of Indices Published by Economic Adviser to Govt. of India/ RBI	Base Value on
Labour	India	INR	Industrial Workers	28 days prior to date of submission of Tender
Steel	India	INR	Mild Steel Long	
Cement	India	INR	Cement & Lime and	
Fuel	India	INR	Plaster	
Plant and Machinery	India	INR	Fuel and Power Construction Machinery- (RBI)	

Note: If indices from the above mentioned sources are not available, alternate equivalent indices published by Director of Industrial Affairs or other sources of Government of India may be used, subject to the Notice of the Engineer.

Authorised Signatory for the Tenderer with Company Seal.

Date

Name

Address

FORM OF TENDER - APPENDIX FT-2 FINANCIAL DOCUMENT / PRICING DOCUMENT

The Pricing Document Volume 8 of the Tender documents, duly completed in all respects is to be submitted and shall be included in the Financial Package.

**FORM OF TENDER - APPENDIX FT-3
QUALITY ASSURANCE SYSTEM and OUTLINE QUALITY PLAN**

The Contractor shall establish and maintain a Quality Assurance System in accordance with Appendix 6 of Volume 3 Employer's Requirements, for design and construction procedures and the interfaces between them and other Interface Contractors. This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems that the Tenderer already maintains.

The Tenderer shall submit as part of his Tender an Outline Quality Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient Quality Assurance System. The Outline Quality Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required by Appendix 6 of the Employer's Requirements – Design.

The Tenderer may be requested to amplify, explain or develop its Outline Quality Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such a Plan.

FORM OF TENDER - APPENDIX FT-4
OUTLINE OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENT PLAN

The Tenderer shall submit as part of his Tender an Outline Occupational Health, Safety & Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient compliance to the requirements of the Tender on Occupational Health, Safety and Environment (OHS&E). The Outline Occupational Health, Safety and Environment Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Safety as required by Sub-Clause Nos. B16, D5, D6 and Appendix 17 of Volume 3 of the Employer's Requirements, Sub-Clause 6.7 of Part I General Conditions and PCC Clause 35 of Part II Particular Conditions of Contract.

The Outline Occupational Health, Safety and Environment Plan shall be headed with the firms/Joint Venture's formal statement of policy in relation to Occupational Health, Safety and Environment protection. The Occupational Health, Safety and Environment Plan shall be sufficiently informative to define the Tenderer's plans and set out in summary an adequate basis for the development of the Site Occupational Health, Safety & Environment Plan to be submitted in accordance with Sub-Clause Nos. B16, D5, D6 and Appendix 17 of Volume 3 of the Employer's Requirements, Sub-Clause 6.7 of Part I General Conditions of contract and PCC Clause 35 of Part II Particular Conditions of Contract.

The Tenderer may be requested to amplify, explain or develop his Outline Occupational Health, Safety & Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such a plan.

FORM OF TENDER - APPENDIX FT-5 TENDERER'S TECHNICAL PROPOSALS

The Tenderer shall prepare his Technical Proposals based on the contents of Annexure 3 to the Instructions to Tenderers.

Pricing Schedule**Instructions for Financial Quotes**

The Tenderer shall submit the Commercial bid (e-Packet C) **via online “Commercial Quote”** by filling the Complete Financial Proposals. It is mandatory to submit e-Packet C

Online Pricing Schedule

DUMMY

Subject:

SR. NO.	DESCRIPTION	QUANTITY (AREA / NOS)	UNIT	RATE	AMOUNT (III x V)
I	II	III	IV	V	VI
A	PRELIMINERIES AND DESIGN	1,88,260	/ SQ.M		
B	AT GRADE ROAD	20,374	/ SQ.M		
C	ENABLING WORK DURING CONSTRUCTION	1,38,120	/ SQ.M OF BRIDGE WORK		
D	CROSS DRAINAGE WORKS (NOS)	6			
	Single Cell Box Culvert	2	/ NO		
	Double Cell Box Culvert	4	/ NO		
E	ROAD ON STILT IN MANGROVES & SALT PAN AREAS	1,30,680	/ SQ.M		
F	BRIDGE WITH OBLIGATORY SPAN OF 80 / 100M IN CREEK	7,440	/ SQ.M		
G	VIEWING DECK, SPACE NEEDLE AND ALLIED INFRASTRUCURE	41,403	/ SQ.M		
H	INTERCHANGE AT DAHISAR	10,846	/ SQ.M		
I	INTERCHANGE AT BHAYANDAR	18,920	/ SQ.M		
J	TOLL PLAZA FLARING AND EMERGENCY RESCUE AREA	5,040	/ SQ.M		
K	BUS TERMINAL CUM MULTI LEVEL PARKING FACILITY	8,960	/ SQ.M		
L	MONUMENTAL FLAG AND ALLIED INFRASTRUCTURE	314.15	/ SQ.M		
M	ELECTRIFICATION, STREET LIGHTING AND SURVEILLANCE	1,88,260	/ SQ.M		
N	IMPLEMENTATION OF ENVIRONMENTAL MANAGEMENT PLAN	1	JOB		
			GRAND TOTAL		

Signature of the Authorized Signatory

Note :- 1) This form is only for reference, applicant/ tenderers should not enter any cost in this form and the cost shall be entered online in “Commercial Quote” tab generated in the e-tendering system only.

(Please see Instructions)

Payment Schedule

The above Lump sum amount shall be apportioned for various works as below for the purpose of payment.

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-storied Parking, Electrification, Street Lighting & CCTV Surveillance	2.53
	PAYMENT CENTRE TOTAL	100.00%

Appendix D – Tenderer Submission Forms

Form – 1.1 – Tenderer Information Form

Date: [insert day, month, year]

No. and title: [insert title of works]

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

Tenderer's legal name [insert full legal name]
In case of Joint Venture (JV), legal name of each partner: [insert full legal name of each Party in JV]
Tenderer's Actual or Intended country of constitution: [indicate country of Constitution]
Tenderer's actual or Intended year of constitution: [indicate year of Constitution]
Tenderer's legal address in country of constitution: [insert street/ number/ town or city/ country]
Tenderer's authorized representative information Name: [insert full legal name] Address:[insert street/ number/ town or city/ country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITT 3. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT 3

Form – 1.2 – Tenderer's Party Information Form

[The following table shall be filled in by the Tenderer and for each Party constituting the Tenderer]

Date: [insert day, month, year]

No. and title: [insert title of works]

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

Tenderer/JV legal name: [insert full legal name]
Tenderer's Party legal name: [insert full legal name of Tenderer's Party]
Tenderer's Party country of registration: [indicate country of registration]
Tenderer Party's year of constitution: [indicate year of constitution]
Tenderer Party's legal address in country of constitution: [insert street/ number/ town or city/ country]
Tenderer Party's authorized representative information Name: [insert full legal name] Address:[insert street/ number/ town or city/ country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]
Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above, in accordance with ITT 3. <input type="checkbox"/> In case of a Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT 3.

Form – 2 – Historical Contract Non-Performance

[The following table shall be filled in for the Tenderer and for each Party constituting the Tenderer and shall be submitted as an Affidavit on stamp paper of value INR 200/-]

Date: [insert day, month, year]

Tenderer'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

Non-Performing Contracts in accordance with Appendix C, Eligibility and Qualification Criteria

1. Contract Non-performance leading to Contract Termination by Employer or adverse award or pronouncement by an arbitral tribunal or judiciary						
			Nature of Dispute			
Sr. No.	Name and location of project	Name and address of client	Description	Period of Arbitration/ Litigation From - To	Amount Claimed	Award in favour of client
2. Black Listing or debarment proceedings ongoing or completed by any Public Agency/ Employer						
Sr. No.	Name and location of project	Name and address of client	Remarks regarding blacklisting / debarment ongoing/completed	No. of years of debarment/ blacklisting		
3. Pending Litigation						
No pending litigation in accordance with Appendix C, Sub-Section 2 / Pending litigation as indicated						
Year	Outcome as Percentage of Total	Contract Identification			Total Contract Amount (current value, in INR)	Cost of Non performing contract in Rupees
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert Street / city / country] Matter in dispute: [indicate main issues in dispute]			[insert amount]	[insert amount]

It is further submitted that we have not been under execution of a Tender Securing Declaration in the past THREE Years.

Any non-disclosure of pending litigation/investigation in above form shall attract disqualification of bidder as per clause 54 of ITT.

Signature and Seal of the Tenderer

Form – 3.1 – Financial Situation

[The following table shall be filled by the Tenderer and for each Party constituting the Tenderer]

Date: [insert day, month, year]

Tenderer's Legal Name: [insert full name]
 Tenderer Party'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

1) Financial Data

Financial information in (INR equivalent)	Historic information for previous ten years (INR. Millions) [Insert amount in INR equiv.]*									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Information from Balance Sheet										
Total Assets (TA)										
Total Liabilities (TL)										
Net Worth (NW) (TA-TL)										
Current Assets (CA)										
Current Liabilities (CL)										
Information from Income Statement										
Total Revenue (TR)										
Profits Before Taxes (PBT)										

*Only INR to be considered. Where financial statements are valued in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date. The Applicable Date shall mean the “last day of the respective Calendar Year”

2) Financial documents

The Tenderer and its Parties shall provide copies of the financial statements including balance sheets all notes and related income statements for ten years pursuant to Part A Eligibility and Qualifications Criteria, No 3.1. The financial statements shall:

- a) Reflect the financial situation of the Tenderer or any Party constituting the Tenderer, and not sister or parent companies.
- b) Be audited by a certified accountant.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted).

Financial years shall be as follows:

2016-2017:	1.46
2017-2018:	1.33
2018-2019:	1.21
2019-2020:	1.10
2020-2021:	1.00

Form – 3.2 – Average Annual Turnover

[The following table shall be filled by the Tenderer and for each Party constituting the Tenderer]

Date: [insert day, month, year]

Tenderer's Legal Name: [insert full name]
 Tenderer Party'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

Annual Turnover					
Year	Amount and Currency	Conversion Rate *	INDIAN RUPEES Equivalent	Escalation Factor**	Escalated Turnover
[indicate year]	[insert amount and indicate currency]		[Insert amount in INR equiv.]*		
Average Annual Turnover					

*Only INR to be considered. Where financial statements are valued in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date.

The Applicable Date shall mean the “last day of the respective Calendar Year”

** An escalation rate of 10% per annum may be applied to the annual Turnover.

Form – 3.3(a) – Financial Resources

Specify proposed sources of financing - lines of credit or liquid assets other than contractual advance payments and net of current commitments, available to meet the cash flow requirements of the subject contract as indicated in Appendix C Eligibility and Qualification Criteria.

Source of Financing	Amount (INR equivalent)
1.	
2.	
3.	
4.	

*Only INR to be considered. Where cash flow /financial resources are valued in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date. The Applicable Date shall mean the “last day of the respective Calendar Year”

Provide:

- Letter from Bank indicating available line of credit for this Project and/or;
- Certificate from statutory auditor confirming the available cash reserves as on date of submission of Tender Documents. Cash reserves are to be calculated excluding any short term liabilities and all project advances.

Form – 3.3(b) – Current Contract Commitments / Works in Progress

[The following table shall be filled by the Tenderer and for each Party constituting the Tenderer]

Date: [insert day, month, year]

Tenderer's Legal Name: [insert full name]
 Tenderer Party'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

Tenderers and each partner to Tender should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of Contract	Employer, contact address/ Tel./ Fax	Value of outstanding work INR	Estimated Completion Date	Average monthly invoicing over last six months (INR/month)
1.				
2.				
3.				
4.				
5.				
etc.				

*Only INR to be considered. Where values are in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date. The Applicable Date shall mean the “last day of the respective Calendar Year”

Form – 3.4 – Assessed Available Tender Capacity

[The following table shall be filled by the Tenderer and for each Party constituting the Tenderer]

Date: [insert day, month, year]

Tenderer's Legal Name: [insert full name]
 Tenderer Party'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

- A = Average value of works executed during the last ten years which will take into account the completed as well as works in progress ($A = \Sigma(A1 \text{ to } A10) / 10$);
- B = Value at current price level of the existing commitments and on- going works to be completed during the next Five years; and
- N = Number of years prescribed for completion of the works for which the Tender Submissions i.e. Five years.

Information	Year	Amount and Currency	INR * Equivalent	Escalation Factor**	Escalated Turnover
Value of works executed. (Completed and work in progress) = A1		[insert amount and indicate currency]	[insert amount in INR equiv.]		
-----"----- = A2					
-----"----- = A3					
-----"----- = A4					
-----"----- = A5					
-----"----- = A10					
TOTAL $\Sigma(A1 \text{ to } A10)$					
AVERAGE = $(\Sigma(A1 \text{ to } A10) / 10)$					

Information	Year	Amount and Currency	INR equivalent
Value at current price level of existing commitments and on-going works to be completed during the next Five years = B			
Available Tender Capacity = $(A \cdot N^2 - B)$, where $N=5$			

- Only INR to be considered. Where values are in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date. Applicable Date” shall mean the “last day of the respective Calendar Year

** An escalation rate of 10% per annum may be applied to the annual Turnover.

Form – 4.1 – General Construction Experience

[The following table shall be filled in by the Tenderer and for each Party constituting the Tenderer accompanied by client’s certificate, or duly notarized copy of work order/extract of contract agreement confirming the project details]

Date: [insert day, month, year]

Tenderer's Legal Name: [insert full name]
 Tenderer Party’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

[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Appendix C, Eligibility and Qualification Criteria No 4.1. List contracts chronologically, according to their commencement (starting) dates.]

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Tenderer
[indicate month/ year]	[indicate month/ year]	Contract name: [insert full name] Brief Description of the Works performed by the Tenderer: [describe works performed briefly] Amount of contract: [insert amount in INR equivalent] Name of Employer: [indicate full name] Address: [indicate street/number/town or city/country]	[insert "Prime Contractor" or "Subcontractor"]
		Contract name: [insert full name] Brief Description of the Works performed by the Tenderer: [describe works performed briefly] Amount of contract: [insert amount in INR equivalent] Name of Employer: [indicate full name] Address: [indicate street/number/town or city/country]	[insert " Prime Contractor" or "Subcontractor"]
		Contract name: [insert full name] Brief Description of the Works performed by the Tenderer: [describe works performed briefly] Amount of contract: [insert amount in INR equivalent] Name of Employer: [indicate full name] Address: [indicate street/number/town or city/country]	[insert " Prime Contractor" or "Subcontractor"]

Note:

- In case of contracts in foreign currency, conversion would be based on Reserve Bank of India exchange rates applicable on the date of the Contract.

Form – 4.2 – Relevant Construction Experience

[The following table shall be filled by the Tenderer and for each Party constituting the Tenderer]

Tenderer's Legal Name: [insert full name]
 Tenderer Party'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

Date: [insert day, month, year]

[Identify contracts that demonstrate Relevant Construction Experience pursuant to Appendix C, Eligibility and Qualification Criteria No 4.2]

Reference Project No.	Information	
[insert number] of [insert number of similar contracts presented]		
Name of the Project:		
Location (Postal Address of the Facility)		
Contract Identification	[insert contract name and number, if applicable]	
Award date	[insert day, month, year, e.g., 15 June, 2015]	
Contractual Completion Date	[insert day, month, year, e.g., 03 October, 2017]	
Actual Date of Completion	[insert day, month, year, e.g., 03 October, 2017]	
Role in Contract [check the appropriate box]	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub-Contractor	
Total Construction Contract Amount	Total contract amount in INR	
If Party in a JV, specify participation of total contract amount	[insert percentage amount in INR]	[insert total contract amount in INR]
Employer's Name:	[insert full name]	
Address:	[indicate street / number / town or city / country]	
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]	
E-mail:	[insert e-mail address, if available]	
Description of the activities	[insert response to inquiry indicated in left column]	

1. Physical size	[insert physical size of activities]
2. Complexity	[insert description of complexity]
3. Methods/Technology	[insert specific aspects of the methods/technology involved in the contract]
4. Other Characteristics	[insert other characteristics as appropriate]

Declaration (by Tenderer or its constituent Party):

I hereby declare and confirm that the above information is truthful and correct. I understand that in the case that this information is found to be false or misleading our party and JV partners (if any) will be liable to be disqualified from the process and the Employer shall reserve the right to initiate appropriate action.

Sign:

Authorised Signatory of the Party

Note:

- In case of contracts in foreign currency, conversion would be based on Reserve Bank of India exchange rates applicable on the date of the Contract.

Form RPC 1 – Reference Project Certificate

Relevant Construction Experience

[To be filled by the Tenderer for each Reference Project provided under Form 4.2 accompanied by client’s certificate confirming the project details]

Date: [insert day, month, year]

General Details

Name of the Project:

Location (City, Country)

Name of Contractor

Contract Cost

Joint Venture Partner 1 Equity participation %

Date of Award:

Joint Venture Partner 2 Equity participation %

Scheduled Completion Date:

Actual Completion Date

Scope of Works

Scope of Works & Nature of Contract: Please provide description

Performance

Comments about overall execution of the works by the contractor:

How do you rate the overall performance of the Contractor:

Contact Details

Name

Were liquidated damages & / or penalties the recovered from the Contractor: If yes, please briefly describe nature of default & amounts recovered.

Postal address

Phone

Email

Is there any litigation / arbitration / dispute pending with Contractor:

If yes, please describe briefly the nature of dispute

Declaration (by Tenderer or its constituent Party):

I hereby declare and confirm that the above information is truthful and correct. I understand that in the case that this information is found to be false or misleading our party and JV partners (if any) will be liable to be disqualified from the process and the Employer shall reserve the right to initiate appropriate action.

Sign: _____

Authorised Signatory of the Party

AND

Name, sign and seal of the Certifying Employer of the Client of designation Chief Engineer or equivalent or Engineering Head of the Department.

In case the Tenderer is unable to obtain employer's signature on RPC 1, then he must submit (along with related RPC 1) experience certificate issued by the project employer on employer's letterhead. Such certificate issued by the project employer should contain all the information mentioned in the form RPC 1 and should be signed by the project authorised signatory not below the rank of Executive Engineer/Superintendent Engineer/Plant Manager of any Govt. Undertaking/Local Govt. /Municipalities.

In case of international experience, all certificates shall comply to Apostille requirement.

Form 4.3- Undertaking to Provide Parent Company Guarantee

(As per ITT 23, to be enclosed in TSV 1)

TO: Brihanmumbai Municipal Corporation (“BMC”)
_____, (the “Tender Documents”)

RE: Parent Company Guarantee

Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Tender Documents.

WHEREAS in accordance with ITT 23 of the Instructions to Tenderers, this undertaking to provide a parent company guarantee is required because the Tenderer or any party constituting the Tenderer, including JV participants, demonstrates compliance with the qualification criteria for this Tender on the basis [of the financial strength, experience or qualifications of its parent company] [AND/OR] [that the JV participants would form an SPV OR JV (agreement registered under Registration Act 1908) in accordance with ITT 35 and guarantee the obligations of the SPV OR JV (agreement registered under Registration Act 1908)];

AND WHEREAS the undersigned is the parent company of [insert name of Party] [OR] [a JV participant in the Tenderer of];

AND WHEREAS the undersigned has examined fully the Tender Documents;

NOW THEREFORE, the undersigned hereby undertakes to provide a Parent Company Guarantee in the wording set out in the Form of Parent Company Guarantee provided in the Contract Forms as and when required by ITT 23 and ITT 49.

DATED this day of 2022

Name of Parent Company/JV Participant:

Per: Name: _____
Title:

Per: Name: _____
Title:

I/We have authority to bind the party/corporation.

Form – 4.4 CV Format

1	Proposed Position	:			
2	Name of Firm	:			
3	Name of Staff	:			
4	Date of Birth	:		Citizenship:	
5	Education	:			
6	Membership of Professional Associations	:			
7	Other Training	:			
8	Countries of Work Experience	:			
9	Languages	:	Speaking	Reading	Writing
		:			
		:			
		:			
10	Employment Record	:			
a)	From	:			
b)	Employer	:			
c)	Position Held	:			
11	Detailed Tasks Assigned	:			
12	Work Undertaken that Best Illustrate Capability to Handle the Tasks Assigned				
	Name of Assignment or Project				
	Year				
	Location				
	Client				
	Main Project features				
	Position held				
	Activities performed				

13. Certification:

I, the undersigned, certify to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I also confirm that should my tender be successful I will be available to take up the position specified.

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full Name of authorized representative: _

Appendix E – Relevant BMC Circulars

BMC Circular No. Dy.Ch.E/CPD/2025/dt. 01-09-2021

C-209

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).

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In tabular format:

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

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.

[Signature]
Dy ChE (CPD) Civil

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BMC Circular No. Ch.E/BM/019919/dated 07.01.2019

C-211

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CHE/BM/019919/II dated 07.01.2019.

2019

CIRCULAR

Subj- Corrections in parameters i.e. similar work experience criteria for major structural repairs / maintenance works & reconstruction / new construction building works undertaken through all M.C.G.M. departments and other corrections in para of curable and non-curable defects and the Header Data of the S.B.D.

Ref:- (1) MGC/ F/8058 dated 03.01.2019

The following amendments / corrections are proposed to be made in the respective paras of the S.B.D. document for "works of carrying out major structural repairs / maintenance works and reconstruction / new construction building works" undertaken through all M.C.G.M. departments as per approval of Hon'ble M.C. u/no.MGC/ F/8058 dated 03.01.2019.

- (1) Para-Clause 1.3 : Similar experience (for works of carrying out major structural repairs / maintenance works and reconstruction / new construction building works)

Sr. No.	As per SBD	Proposed Amendment
1.	For assessing the technical capacity of "Regular, Routine and Maintenance works; Similar work shall mean, the completed or on-going works in Building Construction OR Building Maintenance such as repairs OR construction / repairs of asphalt / concrete roads OR laying / rehabilitation of sewer lines along with allied components OR laying / rehabilitation of water pipe lines in Cast Iron / M.S. Pipes / HDPE/MDPE pipes OR repairs/ maintenance / construction of culverts over nullah.	"For assessing the technical capacity of major structural repairs / maintenance works and reconstruction / new construction works; similar work shall mean, the completed or on-going works in Building Construction OR Building Maintenance such as repairs / retrofitting / upgradation/ structural repairs".
2.	As per Circular No.MDD/9945 of 30.01.2017 para "D", the 'Similar Experience' for 'Regular Routine and Maintenance works' shall mean "any work in any department" as mentioned hereinafter.	Not to be insisted for "major structural repairs / maintenance works and reconstruction / new construction building works".

11/01/2019 10:00 AM

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C-213

Cost of E-Tender (Estimated Cost)	Rs.	Cost of E-Tender (Estimated Cost)	Rs.
Bid Security Deposit /EMD	Rs.	Bid Security Deposit / EMD	Rs.
Date of issue and sale of tender	..... from 11.00 Hrs.	Date of issue and sale of tender	..... from 11.00 Hrs.
Last date & time for sale of tender & <u>Receipt of Bid Security Deposit</u>	..... from 12.00 Hrs.	Last date & time for sale of tender	..... from 12.00 Hrs.
Submission of Packet A, B & Packet C online.	..... from 16.00 Hrs.	Submission of Packet A, B & Packet C online & <u>(Receipt of Bid Security Deposit)</u>	..... from 16.00 Hrs.
Pre-Bid Meeting	..... from 11.00 Hrs. in conference room of Ch.E.(.....)	Pre-Bid Meeting	..... from 11.00 Hrs. in conference room of Ch.E.(.....) as applicable.
Opening of Packet 'A'	..... after 16.01 Hrs.	Opening of Packet 'A'	..... after 16.01 Hrs.
Opening of Packet 'B'	..... after 15.00 Hrs.	Opening of Packet 'B'	..... after 16.10 Hrs.
Opening of Packet 'C'	..... after 15.00 PM.	Opening of Packet 'C'	..... after 15.00 PM.
Address for communication	Office of the Ch.E.(.....)'s office M.C.G.M., ---- floor, Engineering Hub Building, Dr.E.Moses Road, Worli Naka, Worli, Mumbai - 400018.	Address for communication	Office of the Ch.E.(.....)'s office M.C.G.M., ---- floor, Engineering Hub Building, Dr.E.Moses Road, Worli Naka, Worli, Mumbai - 400018.
Venue for opening of Bid	Online in Ch.Engg. (.....)'s office.	Venue for opening of Bid	Online in Ch.Engg. (.....)'s office.

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The above amendments shall be made applicable for "major structural repairs / maintenance works and reconstruction / new construction building works" to be carried out through all M.C.G.M. departments and necessary correction shall be done in all tenders to be uploaded from this date onwards. The earlier circular issued in this regards for major structural repair / maintenance work u/No.CHE/BM/1365/II dt 20.04.2018 is treated as canceled with immediate effect.

sd/- Dy.C.E.(S.I.C.) sd/- City Engineer Sd/- Director (E.S.&P.)
 sd/- A.M.C.(City) sd/- A.M.C.(W.S.) Sd/- 03.01.2019 M.C.

Ch. Eng. (BM)
 7.1.19

✓ Copy to -

CHE /BM/019919/II dated 07.01.2019. 8 JAN 2019

Director(E.S&P)	DMC(Public Health)	D.M.C.(Garden Cell)
DMC(Engineering)	DMC(Special Engineering)	DMC(School)
DMC(SWM)	DMC(Vigilance)	Director(M.E&MH)
DMC(R.E)	D.M.C.(Fire Brigade)	DMC(Environment)
DMC, Zone _____	Director(I.T)	Dean,Nair hospital
Dean,Nair Dental,	Dean,Sion Hospital	Dean, KEM.
City engineer	Hydraulic engineer	Chief Engineer(D.P)
Chief Engineer(SWM)	Chief Engineer(SWD)	Chief Engineer(Roads& Traffic)
Chief Engineer(M&E)	Chief Engineer(SP)	Chief Engineer(S.O)
Chief Engineer(MSDP)	Chief Engineer(Bridges)	Chief Engineer(WSP)
Chief Engineer(Disaster Management)	Asst. Commissioner(market)	Asst. Commissioner(Planning)
Asst. Commissioner(R.E)	Asst. Commissioner ward	Asst. Commissioner(Estate)
Executive Engineer(MHO)	Chief Accountant(Finance)	Chief Accountant(WSSD)

09 JAN 2019
 311

BMC Circular No. MGC/F/8659 Dtd. 07.09.2019

C-215

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. : MGC/F/8659 Dtd. 07.09.2019.

Sub : Arbitration clause in the Standard General Conditions of Contract for Construction Works, 2016.

In one of the cases of W.S.P. regarding arbitration dispute, a note was submitted by DyLaw Officer (High Court, Sult & PIL) and subsequently the report is submitted by Jt. M.C. (Vig.) vide No. Jt.M.C./Vig./8659/MC dtd. 21-8-2019 proposing a process to deal with the arbitration matters as per the Law & Judiciary, Govt. of Maharashtra, policy for institutional arbitration vide it's O.R. dtd. 13-10-2016 and the report submitted by Jt. M.C. (Vig.) is approved by Hon'ble M.C. on 17-8-2019.

There is a provision of arbitration clause in the Standard General Condition of Contract for Construction Works, point no. 13 (e) reads as follows :-

13.c) Arbitration and Jurisdiction:

If the Commissioner shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the 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. All disputes or differences in respect of which the decision (if any) of the Commissioner has not become final and binding as aforesaid shall be finally settled by arbitration as follows:

Arbitration shall be effected by a single arbitrator agreed upon the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1996 or any statutory modifications thereof, and shall be held at such place and time within the limits of Urban Mumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continue during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision.

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No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid.

All awards shall be in writing and for claims equivalent to 5,00,000 or more such awards shall state reasons for amounts awarded. The expenditure of arbitration shall be paid as may be determined by arbitrator.

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

As per Hon'ble M.C.'s approval dtd. 17-8-2019, the existing clause is now replaced as follows :

13.6 Arbitration and Jurisdiction

If the Commissioner fails to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid or if the Contractor is dissatisfied with any such decision, then the 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.

f) In case of a 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 this 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 upto 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 the arbitral tribunal. The seat of the arbitration shall be Mumbai. The venue of arbitration shall be within the limits of British Mumbai. The language of the Arbitration shall be English.

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute,

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C-217

the arbitral tribunal shall be appointed by the recognised 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 dttd. 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 a 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 dttd. 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.

All the HoDs are hereby directed to note the revised clause in G.C.C. as mentioned above and ensure that the same is included in the tenders invited from 15-1-2019 onwards. If the tenders are already invited before 15-1-2019 and the Packet 'A' is not opened, then the corrigendum shall be issued so as to see that all the new tenders accepted/invited after 15-9-2019 shall include this revised condition and will become a part of the contract for all such works.

Sd/-22.08.2019	Sd/-29.08.2019	Sd/-06.09.2019
Dir. (E.S. & P.)	M.C. (P)	M.C.

No. : DIR/ES&P/919/MC dttd. 16.09.2019.

Copy to :

Asstt. Commr. Ward / Chy Engineer/Ch.Eng.(Boards & Traffic) / Ch.Eng. (Bridges) / ~~CHEN~~ Ch.Eng. (WSP) / Ch.Eng. (S.P.) / Ch.Eng. (ASDP) / Ch.Eng. (HM) / Ch.Eng. (Vid) / Ch.Eng. (MSB) / Ch.Eng. (D.P.) / Ch.Eng. (SWP) / Ch.Eng. (SWA) / Ch.Eng. (CTRC) / Ch.Eng. (Coastal Road) / Dy. Ch.Eng. (HCC) / Dy. Ch.Eng. (SIC) / Sundt. of Gardens / CA (D) / CA (WSSD) / CA (CPD)

Forwarded for information and necessary action please.

Sd/-
Director, (E. S. & P.)

BMC Circular No. Ch.E./BM/15600/HIC date: 09.01.2019

C-219

MUNICIPAL CORPORATION OF GREATER MUMBAI**Health Infrastructure Cell**

No-CH.E./BM/15600/HIC date: 09-01-2019

CIRCULAR

Sub: Clarifications/corrections on the parameter (i.e. financial eligibility criteria in case of Joint Venture (J.V.) in the "Tender Reforms" circulated w/n MDD/7878 dated 27.09.2016.

Ref: AMC/WS/9153/I dated 05.09.2018.

The detailed report on the above subject matter was submitted to C.E./Dir (ES&P)/AMC(WS)/ and as per AMC (WS)'s approval w/no- AMC/WS/9153/I dt 05.09.2018, the following amendments / corrections is proposed to be made in the respective part of SBD document for the works undertaken by MCGM department.

Sr.No.	Location in SBD	As per SBD	Proposed amendments
1	Section - 9 General condition of contract (pg. no. 102 of SBD) clause no. 83 - Joint venture, last paragraph regarding Financial Eligibility Criteria	"The contractual payments received by the JV firm or the arithmetic sum of contractual payments received by all the members of JV firm in any one of the previous three financial years shall be at least 100% of the estimated value of the work as mentioned in the tender."	"The average annual contractual payments received by the JV firm or the arithmetic sum of average annual contractual payments received by all the members of JV firm, in proportion to their share in JV, in last three financial years shall be at least 30 % of the estimated value of the work as mentioned in the tender."

The above circular is forwarded to all HOD's on official e-mail Id's and will be uploaded on MCGM portal also.

HOD's are requested that all Engineer's and Account officers be informed about the same.

The above amendments are applicable for the works to be undertaken by MCGM department & necessary corrections shall be done in all tenders to be uploaded from this date onwards.

Sd/-
City Engineer

Copy to-

No- C.H.E./BM/15600/HIC date: 09-01-2019

Hon'ble M.C.

A.M.C.(P) / A.M.C.(WS) / A.M.C.(ES) / A.M.C.(City)

Director(ME&MH) / Deann(KEM) / Dean(SION) / Dean(NAIR) / Dean Nair Dental / Dir.(I.T)


Director(ES&P) / DMC(SE) / DMC(E) / DMC(Vigilance) / DMC(MCO) / DMC(SWM) / DMC(GA) / DMC(CPD) / DMC(PHD) / DMC (School) / DMC(RE) / DMC(Environment) / DMC(fire Brigade) / DMC(Z-I) / DMC(Z-II) / DMC(Z-III) / DMC(Z-IV) / DMC(Z-V) / DMC(Z-VI) / DMC(Z-VII)

C.A.(Finance) / C.A.(WSSD)

Asst. Commissioner(market) / Asst. Commissioner (Planning) / Asst. commissioner(R.E) / Asst. Commissioner(Estate) / Asst. Commissioner ward


City Engineer/ Ch.Eng.(Roads & Traffic) / Ch.Eng.(Bridges) / H.E. / Ch.Eng.(WSP) / Ch.Eng.(SP) / Ch.Eng.(MSDP) / Ch.Eng.(BM) / Ch.Eng.(Vig) / Ch.Eng.(M&E) / Ch.Eng.(DP) / Ch.Eng.(SWD) / Ch.Eng.(SWM) / Ch.Eng.(CTIRC) / Ch.E.(disaster Management) / Ch.E.(S.O.) / Dy.Ch.Eng.(HIC) / Dy.Ch.Eng.(SIC)


Submitted please.


Dy.Ch.E.(HIC)


महानगर पोखरापालिकाको कार्यालय
21 JAN 2019
संकोच. Ac(Pms) WS

DY-CA (Exp)

1192  21/1/19
C-A (F) / C

लेखा अधिकारी (अकाउन्ट) कार्यालय/१-५/२०१९
TO NOT

54 प्र.ले (अकाउन्ट)

ज.स.स. २५०० (३२)

बृहन्मुंबई महानगरपालिका

६-१०५
८-२२१

परिपत्रक

२०१२-२०१३

परिपत्रक क्र.प्र.ले./एफआरटी/१२ दिनांक २१.०६.२०१२

विषय:- इमारत व इतर बांधकाम कामगार (रोजगार नियमन व सेवाशर्ती) अधिनियम १९९६ तसेच इमारत व इतर बांधकाम कामगार कल्याण उपकर नियम १९९८ अंतर्गत उपकर वसूल करावयाची कार्यपध्दती निश्चित करणेबाबत.

- संदर्भ:- १) इमारत व इतर बांधकाम कामगार (रोजगार नियमन व सेवाशर्ती) अधिनियम १९९६
२) इमारत व इतर बांधकाम कामगार उपकर अधिनियम १९९६
३) इमारत व इतर बांधकाम कामगार उपकर नियम १९९८
४) महाराष्ट्र इमारत व इतर बांधकाम कामगार (रोजगार व सेवाशर्ती नियमन) नियम २००७ दि.०५.०२.२००७.
५) महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याण उपकर नियम २००७.
६) शासन निर्णय क्र.बीसीए/२००९/प्र.क्र.१०८/कामगार ७-अ मंत्रालय मुंबई-३२ दि.१७.०६.२०१०.

इमारत व इतर बांधकाम कामगार (रोजगार विनियमन व सेवाशर्ती) अधिनियम १९९६ (केंद्रीय अधिनियम २७/१९९६) आणि त्या अंतर्गत इमारत व इतर बांधकाम कामगार कल्याण उपकर अधिनियम १९९६ हे कायदे केंद्र शासनाने, इमारत व इतर बांधकाम क्षेत्रात कार्यरत असलेल्या बांधकाम मजुरांचे कल्याण करण्याच्या उद्देशाने पासित केले असून, सदर कायद्याची महाराष्ट्र राज्यात अंमलबजावणी करण्याच्या दृष्टीने, महाराष्ट्र शासन निर्णय क्र. बीसीए/२००९/प्र.क्र.१०८/कामगार ७-अ दि.१७ जून २०१० अन्वये, इमारत व इतर बांधकाम कामगार (रोजगार विनियमन व सेवाशर्ती) अधिनियम १९९६ तसेच इमारत व इतर बांधकाम कामगार कल्याण उपकर नियम १९९८ अंतर्गत उपकर वसूल करावयाची कार्यपध्दती निश्चित केली आहे. त्यानुसार दि.०१.०१.२००८ च्या पूर्वलक्षी प्रभावापासून विहित केलेल्या बराने उपकर वसूल करून ३० दिवसांच्या आत शासकीय तिजोरीमध्ये भरणा करावयाचा आहे.

या संदर्भात, उप प्रमुख अभियंता (इमारत प्रस्ताव) शहर यांनी परिपत्रक क्र.उपप्रमुख अभियंता/३६६३/इ.प्र.(शहर) दि.३०.०९.२०११ अन्वये धोरण निश्चित केले आहे. मात्र त्यामधील खालील नमुन करावयाच्या राहून गेलेल्या मुद्दाबाबत सुधारित आवेश देण्यात येत आहेत.

अनं - १३

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6-1-23

च्या प्रती सोबत जोडल्या असून त्यामधील मार्गदर्शक तत्वांनुसार विहित केलेल्या कार्यपध्दतीने उपकराची वस्तुची व शासकीय तिजोरीमध्ये भरणा करण्यात यावा.

याशिवाय बरील कार्यपध्दतीमध्ये सुसूत्रता राखण्याच्या दृष्टीने सचेच लेखा परीक्षण व संप कार्यप्रणालीच्या अनुषंगाने खालील मार्गदर्शक तत्त्वे / सूचना विहित करण्यात आल्या आहेत.

- १) इमारत व इतर बांधकामावर आकारण्यात येणाऱ्या उपकराची रक्कम ३५०३०९९०५ (इमारत बांधकाम कल्याणकारी उपकर) या लेखा संकेताखाली जमा करण्यात यावी.
- २) जमा करण्यात आलेली उपकराची रक्कम-शासकीय तिजोरीत भरणा करण्यापूर्वी संबंधित खात्याने, संबंधित लेखा विभागाकडून त्याची पडताळणी करून घेतल्यावरच उपकराच्या रकमेचा धनादेश विहित केलेल्या कालावधीमध्ये संबंधित खात्यानेच (विभागीय कार्यालयामध्ये ज्यांनी कंत्राटदाराला कार्यादेश दिला असेल त्या संबंधित खात्याने) शासकीय तिजोरीमध्ये जमा करावा. मात्र कोणत्याही परिस्थितीमध्ये विहित केलेल्या कालावधीचे उल्लंघन-होणार नाही याबाबीची खबरदारी संबंधित खात्याने घ्यावी.
- ३) "इमारत व इतर बांधकाम उपकराद्वारे" जमा केलेली रक्कम मंडळाकडे ३० दिवसांच्या आत जमा करणे आवश्यक असल्याने कार्यालयीन सोयीसाठी प्रत्येक महिन्याच्या पहिल्या पंधरवड्यात जमा होणारा उपकर त्याच महिन्याच्या ३० तारखेपर्यंत तर दुसऱ्या पंधरवड्यात जमा होणारा उपकर पुढील महिन्याच्या १४ तारखेपर्यंत संबंधित खात्यांनी मंडळाकडे भरावा.
- ४) उपकराच्या रकमेचा धनाकर्ष महाराष्ट्र राज्य इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ मुंबई यांच्या खाते क्र. ००४२२०११००००१५३ 'बँक ऑफ इंडिया' मुंबई यांच्या कोणत्याही शाखेत विहित चलनाद्वारे जमा करावा. चलनाची प्रत शासन निर्णयासोबत जोडली असून चलनाच्या प्रती बँकेत किंवा मंडळाच्या बाँडे क्लर्क कॉन्सल्टेस येथील कार्यालयात उपलब्ध करावी.
- ५) भरणा केलेल्या उपकराच्या रकमेबाबतचा त्रैमासिक अहवाल अर्थसंकल्प अ, व घ ई च्या बाबतीत संबंधित खात्याने लेखा अधिकारी (महसूल) विक्रीकर विभाग व अर्थसंकल्प 'ग' बाबतीत लेखा अधिकारी (सेज) या.मु.म.नि. यांकडे दिनांक १५ एप्रिल, १५ जुलै, १५ ऑक्टोबर, १५ जानेवारी पूर्वी नियमितपणे पाठवावा.
- ६) उपकराची वस्तुची व भरणा इ. संदर्भातील आवश्यक तो सर्व संपर्शील संबंधित खात्याने शासन निर्णयामध्ये विहित केलेल्या कालावधीमध्ये त्यासोबत जोडलेल्या विहित प्रपत्र / परिशिष्टान्वये अभ्यक्ष, महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याण मंडळ, बाँडे क्लर्क कॉन्सल्टेस, कामगार आसुनतांचे कार्यालय, कामगार भवन, अर.बी.आय.च्या बाजूला, बाँडे (पूर्व), मुंबई - ४०० ०५१ यांना सादर करावा.

अनं-६३

५.

मंडळाला विविध परिशिष्टे सादर करावयाच्या कालावधीचा तपशील खालीलप्रमाणे आहे.

१.	प्रपत्र - १	प्रत्येक मालक बांधकामाचे काम सुरु झाल्यापासून ३० दिवसांत किंवा उपकराची रक्कम भरल्यानंतर मंडळाला सादर करेल.
२.	परिशिष्ट-२	संबंधित खात्याने उपकरापोटी जमा करण्यात आलेल्या रकमेचा तपशील दर्शविणारा मासिक तक्ता पुढील महिन्याच्या १० तारखेपूर्वी मंडळाला सादर करावा.
३.	परिशिष्ट-३	संबंधित खात्याने मंडळाला १५ मे पूर्वी सादर करावयाचे वार्षिक विवरणपत्र.
४.	परिशिष्ट-४	आराखडे मंजूर करणाऱ्या प्राधिकार्याने १५ मे पूर्वी सादर करावयाचे वार्षिक विवरणपत्र.

७) उपकराची वसुली व शासकीय तिजोरीमध्ये भरणा केल्याबाबतचा सर्व अनिलेख संबंधित खात्यांनी, जतन करावा.

८) सोबत जोडलेल्या शासन निर्णयामधील परिशिष्ट एक मधील मार्गदर्शक तत्त्व क्र. १२ अन्वये युनिक कोड नंबर संबंधीच्या सूचना केलेल्या आहेत त्या संदर्भात अधिक स्पष्टीकरणासाठी शासन परिपत्रक क्र. बीसीए २००७/प्र.क्र.७८८/कामगार ७-अ दि.२६ ऑक्टोबर २००९ ची प्रतदेखील सोबत जोडण्यात आली आहे.

९) ज्या प्रकारची कंत्राटदारांच्या देयकामधून तसेच आरुपामार्फत करण्यात येणाऱ्या बांधकामाच्या खर्चाच्या १% एवढी उपकराची वसुली करावयाची असेल अशा प्रकारची सादर रकमेतील शासनाला अधिदानीत करावयाची ११% रक्कम ३५०३०९१०५ (इमारत व इतर बांधकाम कामगार कल्याण उपकर) या लेखा संकेतांकाखाली जमा करण्यात येताना त्याबाबतचा धनाकर्ष वैकित जमा करावा व सादर उपकराच्या वसुली खर्चापोटी कापून घेतलेली उर्वरित १% एवढी रक्कम १४०७००१०७ (इमारत व इतर बांधकाम कामगार कल्याण उपकराच्या वसुलीपोटी प्रशासकीय अकार) या लेखा संकेतांकाखाली जमा करण्यात यावी.

तसेच ज्या प्रकारची बांधकामाच्या आराखड्यास संबंधित प्राधिकरणाच्या मंजुरीची आवश्यकता आहे त्या प्रकारची उपकरापोटी जमा केलेली १% एवढी सर्व रक्कम धनादेशद्वारे वैकित जमा करण्यात यावी व त्याच्या वसुलीपोटी येणाऱ्या खर्चाची रक्कम शासनाकडून विहित कालावधीमध्ये (१५ मे पूर्वी) दावा सादर करून प्राप्त करण्यात यावी.

१०) अर्थसंकल्प अ, व व ई च्या बाबतीत प्रमुख लेखापाल (वित्त) खात्यातील संबंधित लेखा विभागाने तसेच अर्थसंकल्प 'ग' च्या बाबतीत प्रमुख लेखापाल (फा.मु.म.नि.) यांच्या अखत्यारीतील संबंधित लेखा विभाग यांनी उपकराचा भरणा करावयाच्या रकमेचे लेखापरीक्षण करावे.

११) ज्या प्रकारची, उपकराच्या वसुली खर्चापोटीची रक्कम शासनाकडून प्राप्त करावयाची आहे, त्या प्रकारची शासनाला दावा दाखल केल्याच्या दिनांकाला सादर रक्कम शासनाकडून येणे रक्कम (रिसीटबेल) म्हणून

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४३१५००३०६ (इमारत व इतर बांधकाम कानगर कल्याण उपकर वसुलीपोटी येणे असलेले प्रशासकीय आकार) या लेखा संकेतकामध्ये संबंधित लेखा विभागाने पदस्थापित (अपलोड) करावी. तसेच शासनाकडे सादर केलेल्या बाब्याच्या रकमेपैकी प्राप्त झालेल्या रकमेची देखील योग्य ती समायोजना / लेखा नोंद, संबंधित लेखा विभागाने संप कार्यप्रणालीमध्ये घेऊन संबंधित लेखा विभागाने दावा सादर केलेल्या रकमेचा तसेच प्राप्त झालेल्या रकमेचा विहित नमुन्यातील अहवाल लेखा अधिकारी (महसूल) एकआरव्ही उपविभागकडे पाठवावा (विहित नमुन्याची प्रत सोबत जोडली आहे).

१२) संदर उपकराची वसुली दि.०१.०१.२००८ पासूनच्या पूर्वलक्षी प्रभावाने करावयाची असल्याने, आतापर्यंत जमा केलेल्या उपकराच्या रकमेचा भरणा बरील सूचनांनुसार संबंधित खात्याने कार्यबाही करून त्वरित शासकीय तिजोरीमध्ये करण्यात यावा.

१३) उपरोक्त सूचना या मार्गदर्शक स्वरूपाच्या असून याबाबत अधिक खुलाशाची आवश्यकता भासल्यास संदर्भित परिपत्रके / नियम / अधिनियम संदर्भित करण्यात यावेत अथवा लेखा अधिकारी (महसूल) / प्रमुख लेखापाल खाते यांच्या विभागाशी संपर्क साधण्यात यावा.

सर्व खाते प्रमुख, सहाय्यक आयुक्त, अक्षिप्ता सभागालय, नाटयगृह प्रमुख व इतर आस्थापना प्रमुखांनी त्यांच्या अधिकार क्षेत्रात काम करणाऱ्या संबंधित कर्मचाऱ्यांना उपरोक्त कार्यपध्दती व नियमांचे काटेकोरपणे अंमलबजावणी व पालन करण्याचे आदेश द्यावेत.

सही/- २८.०५.२०१२
प्रमुख लेखापाल (पा.पु.म.नि.)

सही/- २८.०५.२०१२
प्रमुख लेखापाल (कोषागार)

सही/- २३.०५.२०१२
प्रमुख लेखापाल (वित्त)

सही/- ०४.०६.२०१२
अतिरिक्त आयुक्त (प्रकल्प)

सही/- ११.०६.२०१२
महानगरपालिका आयुक्त

परिपत्रक

२०१२-२०१३

परिपत्रक क्र.प्र.ले./एफआरटी/१२ दिनांक २१.०६.२०१२

..... यांना प्रती (

जादा प्रतीसह) माहितीसाठी व

आवश्यक कार्यबाहीसाठी रवाना.

Rhandorkar
२२/६/१२
प्रमुख लेखापाल (वित्त) बाणकरिता