

**BRIHANMUMBAI MUNICIPAL CORPORATION**

**Sewerage Project Department**



**E-Tender for**

**Appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis.**

**BID DOCUMENT**

**Website:** [portal.mcgm.gov.in/tenders](http://portal.mcgm.gov.in/tenders)

Office of: Chief Engineer(Sewerage Project),  
2<sup>nd</sup> Floor, Engineering Hub Building,  
Dr. E.Moses Road,Worli Naka,  
Worli, Mumbai- 400 018.

Prepared by :-

Sd/-

SE (SP) P&D ES

Sd/-

SE (SP) P&D ES

Checked by :-

Sd/-

AE(SP)P&D

Z-V & VI

Sd/-

EE(SP)P&D, ES

Sd/-

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

**BRIHANMUMBAI MUNICIPAL CORPORATION**

**Sewerage Project Department**

**Subject:-Appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis.**

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## **DISCLAIMER**

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

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

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

The Brihanmumbai Municipal Corporation (BMC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or

suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Brihanmumbai Municipal Corporation (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

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

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

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

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**SECTION - I - E-TENDER NOTICE**



# Brihanmumbai Municipal Corporation

No.Ch.E. / SP/7686/e-tender/2022-23 dated 15.12.2022.

## e-TENDER NOTICE

1. The Brihanmumbai Municipal Corporation invites the online Tender for **“Appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis”** in three packets system on Quality Cum Cost Based Selection (QCBS) on 80:20 basis respectively. The e-tender is available on BMC portal (<http://portal.mcgm.gov.in/tenders>) as mentioned in the Header Data of the tender. The consultants who are not registered with BMC will have to apply for registering their firm within three month time period from the award of contract otherwise their Bid security i.e EMD will be forfeited /recovered & an amount equal to registration fee will be recovered as penalty.

2. **Minimum Qualifying Criteria:**

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

The Consultancy firms shall be in existence for last 7 years. ‘(Authorized change in name & style shall be considered)’ and should be registered under Indian Companies Act, 1956. (Certificate of Incorporation and PAN Card must be furnished with technical proposal)

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

### **Financial Capabilities**

**F-1.** The firm shall have average financial turnover of **Rs. 2 crore** in the last three Financial years (2019-20 to 2021-22). Weightage of 10% per annum shall be given for the turnover for the years preceding 2021-22.

### **Technical Capabilities**



**T-1.** The Consultancy firm must have carried out within last 7 years as a sole entity the work of preparation of DPR and preparation of Tender with evaluation of bids for

Minimum **One work** of sewerage network planning and detailed engineering for an area not less than **180 ha. each**

OR

Minimum **Two works**, of sewerage network planning and detailed engineering for an area not less than **120 ha. each**

OR

Minimum **Three works**, of sewerage network planning and detailed engineering for an area not less than **90 ha. each**

**And**

**T-2** Consultancy firm must have trenchless technology expert with atleast 5 years of experience in trenchless technology (New Installation within last 7 years).

**And**

**T-3.** Consultancy firm must have carried out within last 7 years as a sole entity the work of preparation of DPR and preparation of Tender for sewage treatment plant with recycle/ reuse levels of treatment (tertiary treatment) of atleast **one work** with minimum **08 MLD** capacity confirming with present MPCB requirement of respective water body discharge.

OR

sewage treatment plants with recycle/ reuse levels of treatment(tertiary treatment) of at least **two work** with minimum **05 MLD** capacity confirming with present MPCB requirement of respective water body discharge.

OR

sewage treatment plants with recycle/ reuse levels of treatment (tertiary treatment) of atleast three work with minimum **04 MLD** capacity confirming with present MPCB requirement of respective water body discharge.

**Note:** These are mandatory requirements and bid of the firms not complying with the same shall be rejected out rightly.



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

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

Joint ventures are not permitted. However, wholly owned subsidiary of the foreign company is eligible to quote on the basis of the credentials of its parent company, if they submit certificate from the parent company to that effect.

Interested bidder may obtain further information in the office of the -  
Chief Engineer,  
(Sewerage Project Department),  
Brihanmumbai Municipal Corporation,  
2<sup>nd</sup> floor, Worli Engineering Hub,  
Dr. E. Moses road, Mumbai – 400 018

3. For participating in e-Bid through the e-tendering system, it is necessary for the tenderers to be the registered users of the e-Procurement website <http://portal.mcgm.gov.in>. The tenderers must obtain a User Login Id and Password by registering themselves with BMC if they have not done so previously for registration.
4. In addition to the normal registration, the tenderer has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. The Bidders can get digital signature from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA. BMC has opened a help desk at the address mentioned above to help the tenderers in this regard.
5. e-Tender document price shall be paid through online payment gateway before downloading the tender documents. The e-Tender fee is not refundable.





**6. Submission of Tenders:** Bid No. \_\_\_\_\_

e – Tender	Name of the Work	Earnest Money Deposit	e-Quotation / e-Tender Document Price per copy	Contract period
7200042018	Appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis.	Rs. 99,050/-	Rs. 10,400 + 18.00% GST.	a) Work completion period- <b>07 Months.</b> (Including Monsoon) b) Contract period- Contract period will be till the 100% payment to the consultant as mentioned in Payment schedule- SECTION V

- Bidders are required to pay the above said EMD online. Payment by Bank cheque, Demand Draft or in any other form will not be accepted. The scanned copy of receipt of online payment of E.M.D. shall be uploaded by the tenderer(s) in Packet 'A'
- The e-tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packets 'A', 'B' and 'C' of the e-tenders will be opened in the office of Ch.E. (SP) as per the time-table shown in the Header Data. The dates and time for uploading the e-Tender & opening of the e-Tenders are as under:



### **HEADER DATA**

Tender Document No	7200042018
Name of Organization	Brihanmumbai Municipal Corporation
Tender No.	Dy.Ch.E./ SP/7686/P&D/e-Tender no. 30 /Notice No. 26 , 2022-23 dated 15.12.2022.
Subject	Appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis
Cost of Tender	Rs. 10,400 + 18.00% GST.
Bid Security Deposit/ EMD	<b>Rs. 99,050/-</b>
Date of issue and sale of tender	19.12.2022 from 11.00 Hrs..
Last date &time for sale of tender	27.12.2022 till 12.00 Hrs
Submission of Packet A, B &Packet C (Online) &Receipt of EMD	27.12.2022 till 16.00 Hrs
Opening of Packet A	29.12.2022 after 16.01 Hrs
Opening of Packet B	29.12.2022 after 16.10 Hrs
Opening of Packet C	17.01.2023 at 15.00 Hrs
Address for communication	Office of the:-Chief Engineer (Sewerage Project), BMC, Second Floor, Engineering Hub Building, Dr. E. Moses Road, Worli Naka, Worli, Mumbai- 400 018 E mail- <a href="mailto:eepd03.sp@mcbgm.gov.in">eepd03.sp@mcbgm.gov.in</a>
Venue for opening of bid	On line in Ch. Eng.(Sewerage Project.)'s office.

**This tender document is not transferable.**

Other details can be seen in e-tender document. The dates and time for submission and opening the e-tenders are as shown in the Header data, if there are any changes in the dates the same will be displayed on the E-tendering portal <http://portal.mcbgm.gov.in>.

**Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:**



- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

The Municipal Commissioner reserves the right to reject the tender without assigning any reasons at any stage.

**Sd/-**  
**Dy.Chief Engineer**  
**(Sewerage Project Department)P&D**

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

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

1. The e-Tendering process of BMC is enabled through e-tendering portal i.e., <http://portal.mcgm.gov.in>.
2. The tender documents are available on website <http://portal.mcgm.gov.in> to the bidders.
3. For getting clarity and to know the detailed procedure for registration in the BMC portal, for Bid Submission and any other guidelines bidders are requested to follow instructions available on BMC portal.
4. For participating in e-Bid through the e-tendering system, it is necessary for the tenderers to be the registered users of the e-Procurement website <http://portal.mcgm.gov.in>. The tenderers must obtain a User Login Id and Password by registering themselves with BMC if they have not done so previously for registration.
5. In addition to the normal registration, the tenderer has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register his/her DSC, the tenderer should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.
6. For successful registration of DSC on e-Procurement website <http://portal.mcgm.gov.in> the tenderer must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://portal.mcgm.gov.in> is presently accepting DSCs issued by these authorities only. The tenderer can obtain User Login Id and perform DSC registration exercise above even before e-Bid submission date starts. The Department shall not be held responsible if the tenderer tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem. No manual offers sent by Post/Fax or in person shall be accepted against e-tenders even if these are submitted on the firm's letterhead and received in time. All such manual offers shall be



considered as invalid offers and shall be rejected summarily without any consideration.

7. Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the bid document as well as confirmation of the bid offered by the bidder which shall include acceptance of special directions/terms and conditions incorporated, if any.
8. The tenderer should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the tenderer and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
9. Bidders are requested to submit and upload the e-tenders in time on or before the stipulated day so as to avoid rush at the closing hours. BMC will not be responsible for poor connectivity of network/internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator (BMC) within stipulated time limit, BMC shall not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by Bidders or sent to Bidders, if not received or bounced back at the receiving end due to any problem in server or connectivity, BMC shall not be held responsible. Intimations about any additional documents will be informed to Bidders by e-mail on their mail ID. The bidders should also send information in reply e-mail.
10. It is the responsibility of the bidders to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Bidders should scan all the documents before uploading the same.
11. Following documents shall be uploaded by the bidders in the folder named "Bidders Documents" in the online e-Tender.  
**(I) The e-Packet 'A'** shall contain the following-



- 2) Scanned copy of Valid Registration Certificate (Company Registration)
  - 3) In case of Indian bidders scanned copy of GST Registration Certificate is mandatory.
  - 4) In case of Indian bidders scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
  - 5) Scanned copy of latest Partnership Deed duly registered with Chief Account of BMC in case of Partnership firms.
  - 6) Scanned copy of duly registered Power of Attorney, wherever applicable.
  - 7) Valid e-Mail ID's of the bidders and the names of the correspondence.
  - 8) Scanned copy of ISO-9001-2015 Certification
  - 9) Scanned copy of valid bank solvency certificate of Rs. 15 Lakhs.
- 10) 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. 200 stamp paper as per circular u/no. CA/FRD/I/65 of 30.03.2013.
- 11) 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. 200 stamp paper as per circular u/no. CA/FRD/I/44 of 04.01.2013.

**Note:**



If it is found that the e-tenderer has not submitted required curable documents in Packet “A” then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made through e- mail within a time period of three working days (as specified in the departmental e-mail) otherwise tenderer will be treated as non-responsive.

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

- 1) Complete Technical Proposals- Standard Forms as per Section VI.& section VIII.
- 2) Complete Flowchart showing the completion of work within prescribed time period, considering major activities.
- 3) The bidder shall disclose the litigation history in Packet ‘B’ under the head “Details of Litigation History”.

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

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





which can spoil the quality, output, delivery of any goods or any work execution and within the timeframe.

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

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

**Note:**

- i. The bidder should furnish e-mail ID's of the firm for communication.
- ii. B.M.C. shall not be responsible if the communication seeking clarification or additional information sent by B.M.C. by e-mail on the bidders e-mail ID as provided by them in the information in bid is not delivered OR reply from the bidders in response to such e-mail seeking additional information is not received to B.M.C. in stipulated time and it will be treated as Non-compliance of additional information by the Bidders.

**Note:**

If it is found that the e-tenderer has not submitted required curable documents in Packet "A" then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made through e-mail within a time period of three working days (as specified in the departmental e-mail) otherwise tenderer will be treated as non-responsive.

**III)The online-Packet 'C' –**

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

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



**Mandatory Requirement (must be uploaded)** Once the e-Packet C opening date and time (Price Bid opener filled online date and time) is passed, BMC can open the commercial online Bid submitted by the bidder. **The final selection will be as per QCBS basis.**

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

Start Date read as “Sale Date”

End Date read as “Submission Date”

Supplier read as “Contractor/ Bidder/ Consultant”

Vendor read as “Contractor/ Bidder”

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

Percentage Variation read as “Percentage Quoted”

Purchaser read as “Department/MCGM”



**SECTION - III - INSTRUCTION TO BIDDERS**

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

### **GENERAL**

- 1.0** These instructions are provided to assist Bidder while preparing their Bids. They shall form part of the contract and they shall be taken in to consideration in interpreting or construing the contract.
- 2.0** Bidder are requested to read carefully the following directions, the terms and conditions of the contract; addendum if any and sign the form of Bid, annexure, specifications and Bill of Quantities and Rates, etc. after making appropriate entries wherever necessary.
- 3.0** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

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

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

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

Bidder who submit more than one bid will cause all the bids of the said bidders to be rejected.

- a) Firms with common proprietors/partners connected with one another either financially or as principal agent or as master and servant or with proprietors/partners closely related with each other such as minor son/daughter and minor brother/sister shall not tender separately under different names for the same contract.
- b) If it is found that firms described vide above clause have tendered and uploaded separately under different names for the same contract, all such tenders shall stand rejected, EMD and tender deposits of such e-tenderers shall be forfeited. Any contract entered into under such



existence and penal action including black listing of such firms will be taken.

- c) The Commissioner reserve the right to accept or reject any bid or all the bids or annul the bidding process at any time prior to award without assigning any reasons thereby incurring any liability to the affected Bidder or any obligation to inform the Bidder(s) of the ground for the Corporation's action.

## **6.0 Site Visit:**

In order to obtain first-hand information /opinion on the assignment, the bidders are advised to visit the individual site of the Project mentioned in Terms of Reference, before submitting their proposal. Required assistance may be obtained from the "office of Chief Engineer, (Sewerage Project), Brihanmumbai Municipal Corporation, Dr. E. Moses Road, Worli Naka, Mumbai – 400 018 with prior appointment in writing except Saturday ,Sunday& Public Holidays.

## **7.0 Bid Validity Period**

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

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

## **8.0 Documents comprising of bid**

The Bid document comprises the following -

1. Tender Notice
2. Special Instructions to bidders for e-tendering
3. Instructions to Bidders
4. Complete Technical Proposals- Standard Forms as per Section-VI
5. Contract Agreement Form (Appendix-A)
6. Pro-forma of Bank Guarantee(Appendix-B,C)
7. General Conditions of Contract.



8. Scope of work and Technical specifications. (Terms of Reference)
9. Complete Financial Proposals and their Contents.
10. Appendices
11. Addenda, Corrigendum, if any.

## **9.0 BID SECURITY OR EMD**

- The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favor of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.
  - The tenderers shall pay the EMD online instead paying the EMD at any of the CFC centers in BMC Ward Offices.
  - Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.
  - The Bid Security/ EMD and ASD of L-2 and other higher bidders (L-3,L-4 etc.) shall be refunded immediately after opening of financial bid.
  - In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD to the department within the stipulated time period i.e. 15 day, the department will process further as per normal procedure.
  - The Bid Security may be forfeited:
    - a) if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;
    - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
      - i. sign the Agreement; and/or
      - ii. Furnish the required Security Deposits.
1. The cases wherein if the shortfalls are not complied by bidder, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are reported, shall be viewed seriously and disciplinary action against the defaulters such as banning/de-



- registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.
2. No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.
  3. If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 28.

## **10.0 Minimum Qualifying Criteria:**

### **10.1 Eligibility:**

- a. Joint venture will not be allowed. However, wholly owned subsidiary firm of the foreign company is eligible to quote on the basis of the credentials of its parent company, if they submit certificate from the parent company to that effect.
- b. The Consultancy firms shall be in existence for last 10 years. '(Authorized change in name & style shall be considered)' and should be registered under Indian companies Act. 1956. (Certificate of incorporation and PAN Card must be furnished with technical proposal).
- c. The Consultancy firm must not have been blacklisted or debarred from bidding in tendering process (either as single entity or as partner of JV) by any Govt. /Semi govt. Authority, Funding Agencies like World Bank/ADB/ JICA etc. at the time of bidding of said Tender.
- d. The firm will be excluded from selection process, if it is debarred during the period of start of bidding and finalization of award.
- e. The consulting firm shall have been registered (Registrar of Firms/Company of Consulting engineers /Govt. /Govt. Undertaking) under same name & style for at least 10 years. (Authorized change in name & style shall be considered).
- f. The consulting firm must have valid ISO 9001-2015 certification at the time of submission of bid.



- g. The consulting firm shall have completed at least one similar assignment (not earlier than 07 years) as required under qualification criteria.
- h. No bidder shall be affiliated with a firm or entity who is involved with the tendering process for the referred works.
- i. The consulting firm shall be in position to provide at least the staff as mentioned under the 'Personnel capabilities'. The staff shall be either in employment of the firm or shall have the consent letter from the prospective staff to accept employment from the consulting firm during the contract period and availability during the contract period including extended period. The consent letter shall have obtained prior to submission of bid.
- j. The tender documents are not transferable. Only those bidders who have purchased the tender documents are eligible to submit their bid.
- k. The firm shall enclose to their technical offer, the relevant copies of experience certificate signed by officer not below the rank of Executive Engineer/ Superintendent Engineer.

## **10.2 Technical & Financial capabilities**

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

The Consultancy firms shall be in existence for last 07 years. '(Authorized change in name & style shall be considered)' and should be registered under Indian Companies Act, 2013. (Certificate of Incorporation and PAN Card must be furnished with technical proposal).

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

### **Financial Capabilities**

**F-1.** The firm shall have average financial turnover of **Rs. 2 crore** in the





last three Financial years (2019-20 to 2021-22). Weightage of 10% per annum shall be given for the turnover for the years preceding 2021-22.

### **Technical Capabilities**

**T-1.** The Consultancy firm must have carried out within last 7 years as a sole entity the work of preparation of DPR and preparation of Tender for

Minimum **One work** of sewerage network planning and detailed engineering for an area not less than **180 ha.** each

OR

Minimum **Two works**, of sewerage network planning and detailed engineering for an area not less than **120 ha.** each

OR

Minimum **Three works**, of sewerage network planning and detailed engineering for an area not less than **90 ha.** each

**And**

**T-2** Consultancy firm must have trenchless technology expert with at least 5 years of experience in trenchless technology (New Installation within last 7 years).

**And**

**T-3.** Consultancy firm must have carried out within last 7 years as a sole entity the work of preparation of DPR and preparation of Tender for

Sewage treatment plant with recycle/ reuse levels of treatment (tertiary treatment) of at least **one work** with minimum **08MLD** capacity confirming with present MPCB requirement of respective water body discharge.

OR

Sewage treatment plants with recycle/ reuse levels of treatment (tertiary treatment) of at least **two work** with minimum **05 MLD** capacity confirming with present MPCB requirement of respective water body discharge.



OR

Sewage treatment plants with recycle/ reuse levels of treatment (tertiary treatment) of at least **three work** with minimum **04 MLD** capacity confirming with present MPCB requirement of respective water body discharge.

**Note:** These are mandatory requirements and bid of the firms not complying with the same shall be rejected outrightly.

The Bidders who does not fulfil this criterion shall be disqualified and their Packet C shall not be opened. Similarly Packet C of the Bidders who fail to score minimum 70 marks in technical evaluation shall not be opened.

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

## **11.0 Preparation of Bids**

### **GENERAL**

- 11.1 In preparing the Proposal, the Bidder is expected to examine the bids in detail. Material deficiencies in providing the information requested in the bid may result in rejection of the Proposal.
- 11.2 BMC will respond to any such request for clarifications, which are received in stipulated time. The response, however, will be in the form of written communication.
- 11.3 The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.



11.4 The Bidder shall not add to or amend the text of the Bid Document except in so far as may be necessary to comply with the addendum issued by the Corporation. If it is found that the Bidder has violated this condition, his/her bid is liable to be rejected.

11.5 Any addenda thus issued shall be part of the proposal documents and will be binding. BMC may, at its discretion, extend the deadline for submission of proposals.

## **12.0 Language of Bid**

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

## **13.0 Format of the Bid**

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

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

Online submission as per e-Packet A, Section II-11 (I) of Special Instructions to bidders for e-Tendering.

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

Online submission as per e-Packet B, Section II-11 (II) of Special Instructions to bidders for e-Tendering.

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

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



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

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

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

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

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

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

The Bidder shall quote the bid amount (in Indian Rs.) for the proposed work uploaded online in Commercial bid (Packet C) only. The rate shall invariably include the cost of the work as per the scope of the work mentioned in the Terms of References (TOR). The bid amount quoted shall be firm and no variation will be allowed on any account.

The bidder shall be entirely responsible for the whole work as described in Terms of Reference attached hereto based on the bid amount quoted by the bidder.



The bid prices shall be inclusive of all applicable taxes, duties & exclusive of GST in force. GST is not applicable for this work as falls under 243(W).

The Bid amount quoted by the bidder shall be fixed for the entire consultancy contract period

### **17.0 Signing of Bid Document**

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

### **18.0 Modification of Documents**

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

### **19.0 Submission of Bids**

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



## **20.0 Opening of bid**

First, Packet 'A' & Packet 'B' of the Bidders shall be opened and the Packet 'A' & Packet 'B' shall be scrutinized .

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

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

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

If any discrepancies are observed and false documents are found to be uploaded by the Bidder, such Bidder will be disqualified from the bidding process. Further action as liable e.g. disqualification of the bid and Bidder under rules/regulations shall also be initiated against such Bidder who submits false/fake documents.

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

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

## **21.0 Evaluation of the Bids (Packet B)**

In comparing bids, the Corporation shall consider such factors as the efficiency and reliability of approach and methodology, proposed key experts, compliance with the terms of reference, standards, quality,



vis the time of completion etc. The Engineer may seek clarifications on the Bidders technical proposal, if required to help him/ her in technical evaluation.

The bids shall be evaluated on **Quality Cum Cost Based Selection with 80% weightage for quality (technical score) and 20% weightage for cost**. The Minimum marks for the qualifying technical criteria shall be 70 out of 100. The marking criteria shall be as under.

**Table A:** Overall Marking Criteria:

Item	Description	Maximum Marks
<b>A</b>	<b>Technical Score (St)</b>	
<b>A1</b>	Financial Capabilities	<b>20</b>
<b>A2</b>	Firms relevant experience and capabilities	<b>50</b>
<b>A3</b>	Manpower capabilities	<b>15</b>
<b>A4</b>	Photogrammetry Ortho imagery experience along with number of survey equipment like DGPS, total stations, drones, etc.	<b>15</b>
	Total Technical Score " <b>St</b> "	<b>100</b>

Minimum Qualifying Technical Score for opening of Financial Packet (Packet 'C') is 70. Financial packets of those bidders who score less than 70 marks in Technical Score shall not be opened.

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

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

The formula for determining the financial scores is as follows:

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

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

**Total score = (80% x St) + (20% x Sf)**



**Table B: Firm's Financial Capabilities and Experience (A1 and A2)**

Sr. No.	Bidders capabilities	Parameter	Minimum Q Criteria	Marks	Max marks
<b>A1. Financial Capabilities</b>					
1	Average Annual Turnover of Consultancy Firm for last three years (Updated 10% per annum for years prior to 2020-21)	2 Cr		12	
		>2 – 4 Cr		16	
		More than 4 Cr	Minimum Rs.2 Cr	20	<b>20</b>
Total					<b>20</b>
<b>A2. Firms relevant experience and capabilities (Technical Capabilities)</b>					
1	Total capacity of doing sewerage network planning and detailed engineering for an area not less than 90 ha each (Number of individual sewerage network planning and detailed engineering for a single client shall be considered for arriving at the total)	One work involving sewer network planning for area not less than 180 ha		16	20 marks  (each additional 50 ha(cumulative) Sewer network planning work will be awarded 1 mark in excess of 16 marks maximum upto 20 marks)
		Two work involving sewer network planning for area not less than 120 ha	As per T-1	16	
		Three work involving sewer network planning for area not less than 100 ha		16	





Sr. No.	Bidders capabilities	Parameter	Minimum Q Criteria	Marks	Max marks
		90 ha			
2	The Consultancy firm must have trenchless technology expert with at least 5 years of experience in trenchless technology (New Installation within 7 years)	1 such work	Minimum 1 work (As per T-2)	6	10
		2 such works		8	
		More than 2 such works		10	
3	Must have carried out within last 7 years as a sole entity the work of preparation of DPR and preparation of Tender with evaluation of bids for sewage treatment plant with recycle/ reuse levels of treatment of at least one work with minimum 04 MLD capacity confirming with present MPCB requirement of respective water body discharge.	sewage treatment plant with recycle/ reuse levels of treatment of at least one work with minimum 08 MLD	(As per T-3)	16	20 marks  ( each additional 2 MLD (cumulative) Sewage Treatment Plant work will be awarded 2 mark in excess of 16 marks maximum upto 20 mark)
		sewage treatment plant with recycle/ reuse levels of treatment of at two work with minimum 05 MLD		16	



Sr. No.	Bidders capabilities	Parameter	Minimum Q Criteria	Marks	Max marks
		sewage treatment plant with recycle/ reuse levels of treatment of three work with minimum 04 MLD		16	
Total =					<b>50</b>

**Table C: Key Persons as specified(Manpower capabilities) (A3)-**

Sr. No.	Position	Professional Qualification	Experience Requirement	Total marks
1	Project Manager	Degree in Civil/ construction/ Environmental Engineering and Post Graduate in Environmental / Water Management Engineering.	<ul style="list-style-type: none"> <li>Total professional experience of at least 10 years</li> <li>Relevant experience of at least 5 years as a Project Manager on projects involving preparation of Detail Project Report for design of sewer line network &amp; Sewage Treatment Plant.</li> <li>Must have experienced of preparation of DPR and Tender for sewer line network of 200 Ha and at least 1 sewage treatment plant with capacity not less than 08 MLD</li> </ul>	2
2	Sewerage specialist	Graduate in Civil / construction	<ul style="list-style-type: none"> <li>Total professional experience of at least 7 years</li> </ul>	2



Sr. No.	Position	Professional Qualification	Experience Requirement	Total marks
		Engineering	<ul style="list-style-type: none"><li>• At least 5 years' experience in sewerage planning and designing with trenchless technology.</li><li>• At least 3 years as a Project designer on projects involving preparation of Detail Project Report for sewer line network of minimum 200 Ha and at least 1 sewage treatment plant with capacity not less than 08 MLD</li></ul>	
4	Survey/ GIS Expert	Graduate in Civil Engineering OR Postgraduate qualification in Geo-informatics	<ul style="list-style-type: none"><li>• 5 Years' experience in GIS/ Topo &amp; bathometric surveys covering water bodies &amp; adjoining land surveys including drone survey</li></ul>	2
5	Sewerage Network Modeller	Graduate in Civil Engineering with additional qualification in hydraulic modelling desired	<ul style="list-style-type: none"><li>• Total professional experience of at least 7 years out of which minimum 5 years shall be in modeling of water supply/ sewerage network.</li></ul>	2
6	Costing Engineer/ Quantity Surveyor	Degree in Engineering	<ul style="list-style-type: none"><li>• Total professional experience of at least 5 years and relevant experience of preparation of cost estimates for projects aided by World Bank / ADB / MCGM / MMR ULBs / Semi Govt. / Govt. &amp; Public Sector Organizations and should have prepared</li></ul>	1



Sr. No.	Position	Professional Qualification	Experience Requirement	Total marks
			one project costing 50 Crore.	
7	Structural Engineer	Degree in Civil Engineering and Post Graduate in Structural Engineering.	<ul style="list-style-type: none"><li>Total professional experience of at least 7 years</li><li>Relevant experience of at least 5 years in designing, constructing STP/ Waste Water Treatment Plants</li></ul>	1
8	Mechanical Engineer	Graduate/ Diploma in Mechanical Engineering	<ul style="list-style-type: none"><li>Total professional experience of at least 5 years.</li><li>Relevant experience of at least 3 years in installation, testing of Mechanical Equipment of Waste Water Treatment plants / Water Treatment Plants.</li></ul>	1
9	Electrical /Instrumentation Specialist	Graduate in Electrical / Instrumentation Engineering	<ul style="list-style-type: none"><li>Total professional experience of at least 5 years.</li><li>Relevant experience of at least 3 years in installation, testing of Electrical Equipment of Waste Water Treatment Plants / Water Treatment Plants.</li></ul>	0.5
10	Site/ Support engineers	Degree in Engineering	<ul style="list-style-type: none"><li>Total professional experience of at least 5 years and relevant experience of preparation of cost estimates for projects aided by World Bank / ADB / BMC / MMR ULBs /Semi Govt. /Govt. &amp; Public Sector Organizations and should have prepared</li></ul>	1



Sr. No.	Position	Professional Qualification	Experience Requirement	Total marks
			cost estimates of at least one project costing 10 Crore.	
11	Geotechnical Expert	Degree in Civil Engineering and Post Graduate in Geotechnical Engineering	<ul style="list-style-type: none"> <li>Total professional experience of at least 5 years</li> </ul>	1
12	CAD Operators	Civil Draftsman with CAD certificate course	<ul style="list-style-type: none"> <li>Minimum Three years experience of operating CAD</li> </ul>	1
13	Data Entry Operators	Graduate in any field	<ul style="list-style-type: none"> <li>Minimum Three years experience for Data Entry</li> </ul>	0.5
<b>Total =</b>				<b>15</b>

**\*Note:**

- i. Criteria for marking professional staff
- ii. The Bidders should upload general information on the Organizational set up of the firm along with relevant qualification & experience certificates of the staff.
- iii. In addition to above key staff, the bidder should provide the C.V.s for support staff such as CAD/ GIS Operator.

**Table D: Survey Equipment and Experience (A4)-  
Equipment available with the company**

Sr. No.	Description	Parameter	Criteria	marks	Max. Marks
1	Photogrammetric Ortho imagery experience	1 work	Minimum One work	5	15
		2 works		7	
		more than 2 works		10	
2	number of survey equipment like DGPS or total stations or drones, etc.	1 equipment	Minimum One equipment each	2.5	
		More than 1 equipment		5	

**Note:**

1. The proposed staff shall be a regular employee of the consultancy firm or shall have given consent to work with consulting firm about



availability and acceptance of the employment of the consulting firm. (Such consent letter shall have been accepted by the bidding consulting firm prior to submission of bid)

2. The staff shall be less than 65 years and physically fit to move about at sites.
3. The consultants shall have their own office in Mumbai and shall use his/her office and back office staff for completion of the entire scope of consultancy works.
4. Considering the project activities, the requirement of staff is not on continuous basis. The consultant shall use professionals for adequate number of days as per the requirement of the activities.
5. The staff shall be conversant with local language in the area of work.
6. In case of **Equal Total scores** of lowest bidders(L1), the work shall be awarded to the bidder with the highest technical score. However the lowest bidders secure equal marks in both technical & financial evaluation the allotment of work shall be done by giving 48 hrs (**2 working days**) from the day of opening of packet C on same **BID-Document for re-quoting bid amount**. such development needs to be done by IT department in BMC's SRM system. **Till such development is made; 'Sealed Bids' shall be called from the bidders quoting the same rates i.e. L1.**

In case of **Equal Total scores** of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by **lottery system** by concerned Ch.Eng.'s/Dy.Ch.E.'s

## **22.0 Post Bid Correspondence**

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

The engineer's representative if necessary will obtain clarification of bid by requesting such information from any or all the Bidders either in writing or through personal contact as may be necessary. The Bidder will



not be permitted to change the substance of his/her bid after bids have been opened.

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

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

BMC reserve the right to accept or reject any variation or deviations, and other factors which are in excess of the requirements of the bidding documents.

**24.0 Rejection of Bid**

**24.1 Curable Defect shall mean shortfalls in submission such as:**

Non-submission of following documents,

- a) Valid Registration Certificate
- b) Valid Bank Solvency
- c) GST Registration Certificate
- d) Certified Copies of PAN documents and photographs of individuals, owners, etc
- e) Partnership Deed and any other documents
- f) Undertakings as mentioned in the tender document.

**24.2 Non-curable Defect shall mean**

- a) In-adequate submission/ non submission of EMD amount,
- b) In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.
- c) No proper submission of experience certificates and other documents
- d) Stipulates his/her own conditions.

**25.0 Payment Terms**

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

**26.0 BID VALIDITY**

Bids shall remain valid for a period of not less than one eighty (180) days after the deadline date for bid submission specified in Bid



Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

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

### **27.0 Award of Contract**

The Contract will be awarded to the technically qualified and responsive Bidder on QCBS basis in conformity with the Terms of References subject to the provisions of 24 & 21 (Evaluation of Bids).

The bid acceptance letter (LOA) will be issued to the bidder by BMC, which shall state the amounts of Contract / Security deposit, Legal charges, Stationary charges, Insurances etc. to be paid by the successful Bidder as detailed in the acceptance letter. Postponement of the payment of the full security deposit or the execution of the contract will not be permitted by reason of Brihanmumbai Municipal Corporation.

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

Work Order will be generated and issued to the successful Bidder only after making the necessary payments as stated in the acceptance letter(LOA). The same shall be paid by the successful Bidder for preparing contract documents for the subject work.

The Letter of Acceptance will constitute the part of Contract document.





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

In the event of Bid being accepted, they must be signed by the member holding the power of attorney. The signatory must produce a power of attorney authorizing him/ her to sign on behalf of the firm.

Successful Bidder shall be required to execute the contract within one month of receipt of intimation to execute the contract failing which a penalty of Rs.5000/- per day will be levied.

**28.0 Tendering under different names:**

- a) Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same Contract.
- b) If it is found that firms as described in (a) have tendered separately under different names for the same Contract, all such bid(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition such firms/establishments shall be liable, at the direction of the Municipal Commissioner, for further penal action including blacklisting.
- c) If it is found that clearly related persons as in (a) have submitted separate bid/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such bids shall be liable for action as in Para (b) above including similar action against the firms/establishments concerned.333
- d) If after the Award of Contract, it is found that the successful bidder has violated any of the conditions in Paras (a), (b) or (c) above, the contract shall be liable for cancellation at any time during its currency



in addition to penal action against the Bidder as well as related firms/establishments.

### **29.0 Stamp Duty, Legal Charges, Bill Forms**

Successful tenderer shall pay the Legal Charges + Stationary charges + GST 18% as per Legal Department Circular no. 10318 dtd 24.03.2022 valid upto 31.03.2023. Successful tenderer shall pay as per revised rate beyond 31.03.2023.

Contract Value						Legal+ Stationery Charges
from	Rs.	10,000/-			50,000/-	Nil
from	Rs.	50,001/-	To	Rs.	1,00,000/-	Rs. 6290/-
From	Rs.	1,00,001/-	To	Rs.	3,00,000/-	Rs. 10380/-
From	Rs.	3,00,001/-	To	Rs.	5,00,000/-	Rs. 12,470/-
From	Rs.	5,00,001/-	To	Rs.	10,00,000/-	Rs. 14,510/-
From	Rs.	10,00,001/-	To	Rs.	20,00,000/-	Rs. 16,570/-
From	Rs.	20,00,001/-	To	Rs.	40,00,000/-	Rs. 18,660/-
From	Rs.	40,00,001/-	To	Rs.	1,00,00,000/-	Rs. 20,720/-
From	Rs.	1,00,00,001/-	To	Rs.	10,00,00,000/-	Rs. 24,450/-
From	Rs.	10,00,00,001/-	To	Rs.	20,00,00,000/-	Rs. 24,450/-
From	Rs.	20,00,00,001/-	To	Rs.	30,00,00,000/-	Rs. 31,980/- to be continue

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

### **Stamp Duty: (As per applicable circular)**

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

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



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.
Note- Successful tenderer shall pay as per revised rate as applicable at the time of payment of Stamp duty.		

- ii. The successful bidder shall enter into a contract agreement with B.M.C. within 30 days from the date of issue of Work Order 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 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.



### **30.0 Performance Security**

#### **A. Security Deposit**

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

#### **B. Refund of Security Deposit**

The Security Deposit shall be released within 30 days after completion of Contract period and subject to no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Consultant.

**\*Note:**

- a) It shall be clearly mentioned that the BG shall be applicable for individual work/contract and clubbing of various contracts of the said bidder will not be allowed. In case of obtaining Bank Guarantee, it is necessary to mention that the same shall be valid further 6 months from the completion of defect liability period/ warranty period.
- b) It shall be the responsibility of the bidder to keep the submitted B.G. "VALID" for the stipulated time period in the tender & in case of its expiry it will attract penalization.
- c) Bank Guarantee should be issued by way of General Undertaking and Guarantee issued on behalf of the bidder by any of the Nationalized or Scheduled banks or branches of foreign banks operating under Reserve Bank of India regulations located in Mumbai upto Virar & Kalyan. List of approved Banks is appended at the end of Instructions to Bidders (ITB). The Bank Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Bank Guarantee is countersigned by the Manager of a Regional Branch of the same bank



within the Mumbai City Limit categorically endorsing thereon that the said Bank Guarantee is binding on the endorsing Branch of the Bank or the Bank itself within Mumbai Limits and is liable to be enforced against the said Branch of the Bank or the bank itself in case of default by the Contractors furnishing the Bank Guarantee. The Bank Guarantee shall be renewed as and when required and/or directed from time to time until the Contractor has executed and completed the works and remedied any defects therein.

### **31.0 LIST OF APPROVED BANKS**

1. The following banks with their Branches in Greater Mumbai upto Virar to Kalyan have been approved only for the purpose of accepting Banker's guarantee from 1994-95 onwards until further instructions.
2. The Banker's guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same bank within the Mumbai city limits categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor / supplier furnishing the Banker's Guarantee.

#### **List of approved Banks :-**

<b>A</b>	<b>S.B.I and its subsidiary Banks</b>
1	State Bank Of India.
2	<del>State Bank Of Bikaner &amp; Jaipur.</del>
3	State Bank Of Hyderabad.
4	State Bank Of Mysore.
5	State Bank Of Patiyala.
6	State Bank Of Saurashtra.
7	State Bank Of Travankore.
<b>B</b>	<b>Nationalized Banks</b>



8	Allahabad Bank.
9	Andhra Bank.
10	Bank Of Baroda.
11	Bank Of India.
12	Bank Of Maharashtra.
13	Central Bank Of India.
14	<del>Dena Bank.</del>
15	Indian Bank.
16	Indian Overseas Bank.
17	Oriental Bank Of Commerce.
18	Punjab National Bank.
19	Punjab & Sindh Bank.
20	Syndicate Bank.
21	Union Bank Of India.
22	United Bank Of India.
23	UCO Bank.
24	<del>Vijaya Bank.</del>
24A	Corporation Bank.
<b>C</b>	<b>Scheduled Commercial Banks</b>
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.



33	Federal Bank Ltd.
34	Indsind Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation &Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
<b>D</b>	<b>Schedule Urban Co-op Banks</b>
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	JanataSahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.



59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.
64	Mahanagar Co-op Bank Ltd.
65	Citizen Bank Ltd.
66	Yes Bank Ltd.
<b>E</b>	<b>Foreign Banks</b>
67	ABM AMRO (N.Y.) Bank.
68	American Express Bank Ltd.
69	ANZ Grindlays Bank Ltd.
70	Bank Of America N.T. & S.A.
71	Bank Of Tokyo Ltd.
72	Bankindosuez.
73	BanqueNationale de Paris.
74	Barclays bank.
75	City Bank N.A.
76	Hongkong& Shanghai banking Corporation.
77	Mitsui Taiyokbe Bank Ltd.
78	Standard Chartered Bank.
79	Cho Hung Bank.

**Note:** For list of approved bank, kindly refer circular u/no. CA/FBK/241 dt. 27.11.2019.

**Note: Refer Circular CA/FBK/241 dated 27.11.19 for Approved Banks List.**

### **32.0 Refund of Performance Guarantee**

The performance guarantee shall be returned to the consultant without any interest when the contractor ceases to be under any obligations





under this contract. The B.G. shall be initially valid for 3 months beyond the original contract period.

### **33.0 Jurisdiction of Courts**

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

### **34.0 Import License**

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

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

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

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

### **36.0 Indian Laws and Indian Environment**

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

**37.0** For “INTERNAL GRIEVANCE REDRESSAL MECHANISM” refer circular No. DyCHE./CPD/2025of 01.09.2021..

### **IMPORTANT DIRECTIONS**

1) All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered



as baseless and not accepted for qualification criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places.

The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.

2) Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to [che.sp@mcmgm.gov.in](mailto:che.sp@mcmgm.gov.in). The subject shall clearly bear the following identification/ title: **"Queries/ Request for Additional Information: Appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis.**

Any changes in mail ID will be intimated on the portal.

“Chapter XXI-Miscellaneous, Section 171(1) of GST Act, 2017 governs the ‘Anti Profiteering Measures’ (AFM).

As per the provision of this section, ‘Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices’.

- Accordingly, the bidder should pass on the complete benefit accruing to him on account of reduced tax rate or additional Input tax credit, to BMC. G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes at the time of bid submission it is clearly understood that BMC will not bear any additional liability towards payments of any Taxes and Duties.

Whenever the services to be provided by the tenderers fall under Reverse Charge Mechanism, the prize quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.

Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market



in subsequent change (after submission of Bid) in the rate of GST applicable on the works/ services to be executed as per tender i.e any increase will be reimbursed by BMC whereas any reduction in the rate of GST will be pass on to BMC as the provision of GST act.

- As per circular no. CA/FRT/623 dt 8/10/12

The party of second part shall duly observe & comply with all the provisions of law, rules & regulations referred by government / Municipal Corporation or any other competent authority applicable to the said tender work & the activity being conducted therein. Also, as per the circular CA/FRI/12 dt 21/06/12, 1% amount of labourcess will be recovered.

- 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".

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.

- As per circular Ch.E/487/Rds. Tr.& Br. dated 18.09.2018

Labour huts are not allowed on site.

- As per circular no. Dy.Ch.E./CPD/2025 dated 01.09.2015.

Formation of Grievance Redressal Committee(GRC) to address grievances from from the bidder regarding responsiveness, non-responsiveness in Packet A, Bor C in all the tender



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

No. : MGC/F/6565 dtd. 25-9-2018

**CIRCULAR**

Sub : Setting up the parameters of litigation history of the bidders

As approved by Hon'ble M.C., the clause of litigation history be included as part of SBD as below :-

- 1) The bidder shall disclose the litigation history in Packet 'B' under the head "Details of Litigation History".

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

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

- 2) The litigation history shall be treated as curable defect and hence, the portion/clause of SBD, (C) Bid Capacity at Pg. 15 & in the chapter of 'Instructions to Applicants' at Pg. 31 of the SBD will be now corrected by deleting the word litigation history and shall be read as below.

**C) Bid Capacity :**

The bid capacity of the prospective bidders will be calculated as under: Assessed Available Bid Capacity =  $(A * N * 2 - B)$

Where,

A = Maximum value of Civil Engineering works executed in any one year (year means Financial year) during the last five years (updated to the price level of the Financial year in which bids are received at a rate of 10% per year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the Project/Works, excluding monsoon period, for which these bids are being invited. (E.g. 7 months = 7/12 year). For every intervening monsoon, 0.33 shall be added to N.

B = Value of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion of the Project/Works for which these bids are being invited.

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.



Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc."

All the concerned are directed to implement the above directions with immediate effect.

No. Dir/ES&P/915/mc  
27.9.18

*27/9/18*  
Director (E. S. & P.)

City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / H. E. / Ch.Eng. (WSP) /Ch.Eng.(S.P.) /Ch.Eng.(S.O.)/ Ch.Eng.(MSDP) / Ch.Eng. (BM) / Ch.Eng.(Vig) / Ch.Eng. (M&E) / Ch.Eng.(D.P.)/Ch.Eng.(SWD) / Ch.Eng. (Coastal Road) / Ch.Eng.(SWM) / Ch.Eng.(CTIRC)/Dy. Ch.Eng.(HIC) / Dy.Ch.Eng.(SIC), Supt. of Garder s/

Asstt. Comm. Ward / Asstt. Comm.(Markets) / Asstt. Comm. (Estate) / Asstt. Comm.(Planning) / Asstt. Comm.(R.E.) City/W.S./E.S.

(SP)  
धरमपुरई महानगरपालिका प्रमुख आ यता  
मलनि-सारण प्रकल्प यांचे कार्यालय  
वरळी. 5164/8.  
29 SEP 2018  
क्र. प्र. अ. (म. प्र.)  
उच्च. प्र. अ. (म. प्र.) प्रि. व. र. वि. वि. / व. वि.  
प्रसा. अ. वि. (म. प्र.) आर. वि.  
कर्म. अ. वि. (म. प्र.) न. वि.

DY. Ch. E. (S.P.) Const/P&D  
A.O.(S.P.(G)/Const/P&D  
*do justice*  
*useful*  
*M. H. Fiske 29/9*  
Chief Engineer  
(Swe. Project)

- EE (SP)P&D - City/ESWS/Micro
- A. O. (SP) - General/Estt/Const/P&D
- 1. Put in compliance
- 2. P...
- 3. For N/A
- 4. Please Circulate

All to note & instruct  
concerned staff accordingly  
*Print*  
Dy. Ch.E(S.P.)P&D

*Sodaye*  
This is the part  
of tender document  
*[Signature]*  
3/10/18



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

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

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

**CIRULAR**

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

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

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

**Grievance Redressal Committee (GRC)**

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

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

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

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



In tabular format:

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

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

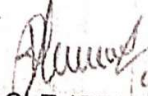
Sd/- 27.07.2021  
Dy ChE (Civil) CPD

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

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

sd/- 06.08.2021  
Hon,ble M. C.

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

  
01/09/2021  
Dy ChE (CPD) Civil



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

PORTAL COPY





## **GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, as they may be issued and in force from time to time.
- (b) “Contract” means this Contract between the BMC and the Bidder.
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof.
- (d) GCC means the condition of contract in general
- (e) “Government” means the State and/or Central Government.
- (f) “Party” means the BMC, or the Consultant, as the case may be.
- (g) “Services” means the work to be performed by the Bidder pursuant to this Contract for the purposes of the Project, as described in Terms of Reference.
- (h) “Sub-Consultant” means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Clause 3.8 hereinafter, and
- (i) “Third Party” means any person or entity other than the Government, the BMC, the Consultant or a Sub-Consultant.
- (j) “BMC” means Brihanmumbai Municipal Corporation/ Municipal Commissioner for Greater Mumbai for the time being holding the office and also his/her successors, Addl. Municipal Commissioners, / DMC (Engg.), Chief Engineer (SP) and /or their appointed officers for performance of the contract.



- (k) "Employer/Client" means BMC (Brihanmumbai Municipal Corporation).
- (l) "Site means land or other places where the works are to be executed or other working places as may be specifically designated by BMC.
- (m) "Drawings" means, drawing referred to in the specification and /or any modifications to the drawings, approved by BMC.
- (n) "Works" means, work to be executed in accordance with contract, or part thereof, as case may be and shall also include all extra / additional, alternation / substitution as required for performance of the contract.
- (o) The "Contract price" means the sum named in the bid subject to such additions there to or deduction there from as may be made under the provisions hereinafter contained.
- (p) The Engineer of the contract means Chief Engineer (SP) and /or his/her appointed officers for performance of the contract.
- (q) "Personnel" means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government of India,; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government of India,; and 'personnel' means the personnel referred to in Clause GCC 4.2 (a).
- (r) "Services" means the work to be performed by the Consultant pursuant to this Contract described in Terms of Reference.

## 1.2 **Law Governing Contract.**

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



### 1.3 **Language**

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

### 1.4 **Headings**

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

### 1.5 **Notices**

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

CHIEF ENGINEER,  
(SEWERAGE PROJECT DEPARTMENT),  
BRIHANMUMBAI MUNICIPAL CORPORATION,  
2<sup>nd</sup> FLOOR, WORLI ENGINEERING HUB,  
DR. E. MOSES ROAD, MUMBAI – 400 018.  
e-mail:che.sp@mcbm.gov.in

### 1.6 **Location**

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

### 1.7 **Authorized Representatives.**

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

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



## 1.8 **Income Tax**

The Consultant and the Personnel shall pay the Indian Income taxes, levied under the Applicable Law and the BMC shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

The Contract price is deemed to have included such amounts.

## 2.1 **COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### 2.2 **Effectiveness of Contract.**

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

### **Order of Precedence**

The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work (4) Contractor's Bid, (5) Contract Data, (6) Special Conditions of Contract Part (7) General Conditions of Contract Part I, (8) Specifications, (9) Drawings, (10) Bill of Quantities, and (11) Any other document listed in the Contract Data.

### 2.3 **Commencement of Services.**

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

### 2.4 **Expiration of Contract.**

Unless terminated earlier pursuant to Clause 2.7 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made. BMC at its discretion shall terminate the contract after scheduled contract period as specified from the Effective Date unless extended on the same terms and conditions by agreement of the Parties hereto for a further period to be agreed between the Parties.



## **2.5 Modification**

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

## **2.6 Force Majeure**

### **2.5.1 Definition**

**(a)** For the purposes of this Contract, “Force Majeure” means an event which is beyond reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

**(b)** Force Majeure shall not include

(1) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor

(2) any event which a diligent Party could reasonably have been expected to both.

(i) take into account at the time of the conclusion of this Contract, and

(ii) avoid or overcome in the carrying out of its obligations hereunder.

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

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

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as



such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

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

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

### 2.5.4 **Extension of Time**

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

### 2.5.5 **Consultation**

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

## 2.6 **Suspension**

The Client may, by written notice of suspension to the Bidder, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract. including the carrying out of



the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **2.7 Termination**

### **2.7.1 By BMC**

The BMC may, by not less than thirty (30) days' written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1, terminate this Contract:

- (a) if the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) if the Consultant fail to comply with any final decision reached as a result of amicable settlement pursuant to Clause 9.1 hereof.
- (d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false.
- (e) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days or



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

### **2.7.2 By the Consultant**

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

- (a) if the Client fails to pay any money due to the Consultant pursuant to this contract and not subject to dispute within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant notice specifying such breach.
- (c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days or
- (d) if the Client fails to comply with any final decision reached as a result of amicable settlement pursuant to Clause 9.1 hereof.

### **2.7.3 Payment upon Termination**

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

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





### **3.0 OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

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

##### **3.1.2 Law Governing Services**

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

#### **3.2 Conflict of Interests**

##### **Bidder Not to benefit from Commissions, Discounts etc.**

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



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

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

### **3.2.2 Prohibition of Conflicting Activities**

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

### **3.3 Confidentiality**

The Consultant, their Sub- Consultant and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or otherwise prior written consent of the BMC.

### **3.4 Liability of the Consultant**

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

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



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

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

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

The Consultant shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at their (or the Sub- Consultant, as the case may be) own cost but on terms and conditions approved by the BMC, insurance, set forth below, and at the BMC's request, shall provide evidence that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

#### **3.6.1. PROFESSIONAL LIABILITY INSURANCE**

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



### **3.6.2 THIRD PARTY INSURANCE**

- a) The successful Consultant shall, in the joint names of the successful Consultant, the Commissioner and the Engineer, insure against all damage or injury occurring before all the works have been taken over to any person or to any property (other than property forming part of the works) due to or arising out of the execution of the works or during the travel to the site. Such insurance shall be effected for an amount for Rs.1,00,000.00 per occurrence from the date of commencement till completion of the contract and the successful Bidder shall from time to time when so required by the Engineer produce the policy and the receipt for the premium.
- b) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant or their Personnel or any Sub-Consultants or their Personnel for the period of consultancy in accordance with applicable law.

### **3.7 Bidder's Actions Requiring BMC's Prior Approval**

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

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



### **3.8 Reporting Obligations**

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

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

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the BMC and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the BMC, together with a detailed inventory thereof. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the BMC.

### **3.10 Drawings**

The Consultant shall supply BMC, 2 copies of all drawings as necessary for the DPR.

## **4.0 CONSULTANT'S PERSONNEL**

### **4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services following the provisions under 3.7 above.

### **4.2 Description of Personnel**

- (a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement (i.e. minimum man months) in the carrying out of the Services of each of the Bidder's Personnel shall be described in the offer.
- (b) If additional work is required beyond the scope of the Services specified in Terms of Reference the estimated periods of engagement of Personnel set forth may be increased by agreement in writing between



the BMC and the Consultant provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth for the scope of this Contract.

#### **4.3 Agreed Personnel**

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

#### **4.4 Removals and/or Replacement of Personnel**

- (a) Except as the BMC may otherwise agree, no changes shall be made in the Personnel. if, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications subject to seeking approval from BMC.
- (b) If the BMC
- 1) finds that any of the Personnel has committed serious misconduct or has been charges with having committed a criminal action, or
  - 2)has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The removal and /or replacement under (a) & (b) above shall have no cost implications on BMC.

#### **5.1 OBLIGATIONS OF THE CLIENT**

#### **5.2 Assistance and Exemptions**



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

### **5.3 Change in the Applicable Law**

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

### **5.4 Payment**

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

## **6.0 PAYMENTS TO THE BIDDER**

All payments for the services shall be payable in Indian Rupees only. The GST; if applicable; shall be reimbursed at actual. As per GST Notification no. 9/2017 and no. 12/2017 both dated 28.06.2017, the work of said consultancy being rendered to BMC is under Twelfth Schedule of Article 243(w) of the Constitution, which is a 'pure service' and hence is exempted from GST. The modalities of making payments are set forth in Terms of Reference.

### **7.1 FAIRNESS AND GOOD FAITH**

#### **7.2 Good Faith**

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



### **7.3 Operation of the Contract**

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

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

“ G.S.T and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes applicable at the time of bid submission. It is clearly understood that BMC will not bear any additional liability towards payment of ant taxes & duties.

Whatever the services to be provided by the tenderers , falls under Reverse Chaege Mechanism, The price quoted shall be exclusive of GST , but inclusive of Taxes/Duties/Cess other than GST, if any.

Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/ services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.

As per GST Notification no.9/2017 and no. 12/2017 both dated 28.06.2017, the work of said consultancy being rendered to BMC is under Twelfth Schedule of Article 243(w) of the Constitution , which is a ‘pure service’ and hence is exempted from GST.





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

#### **7.4 Other Taxes**

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

#### **8.0 COMPENSATION FOR DELAY**

If the Consultant fails to render timely services on or before the specified deadline (as mutually agreed by both parties) and such delay is solely attributable to the bidder, without prejudice to any other right or remedy of BMC on account of such delay, the Consultant shall pay compensation at the rate of 1/2 percent per week or part thereof of total fees for that specified activity. Provided always that total amount of such compensation shall not exceed 7 1/2% of contract price including any additions &/or deletions thereto.

#### **9.0 SETTLEMENT OF DISPUTES**

- **Termination of contract for death**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Commissioner shall be entitled to cancel the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Contractor and or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Commissioner that the legal representative of the deceased Contractor or surviving partners of



the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Commissioner shall not hold estate of the deceased Contractor and or surviving partners of the Contractor's firm liable in damages for not completing the contract.

- **Settlement of Disputes:**

- Amicable Settlements:**

The party shall use their best effort to settle amicably all disputes arising out of or in connection with the contract of the interpretation thereof.

Any dispute arising out of or in connection with this contract shall be govern by Arbitration and conciliation act 1996 amended in October 2015.

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the concerned Addl. Municipal Commissioner who shall constitute a committee comprising of three officers i.e. concerned Deputy Municipal Commissioner or Director (ES&P), Chief Engineer other than the Engineer of the Contract and concerned Chief Accountant. The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of the works and shall forthwith be given effect to by the Contractor who shall



proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

#### **10. 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.

i) 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 BrihanMumbai. 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, the arbitral tribunal shall be appointed by the recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. Do. ARB Case No. 1,/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the



Mumbai Centre for International Arbitration then in force ("MCIA Rules").

(ii) In case of contract where the contract price and/ or contract value is Rs 5,00,00,000/- (Rupees Five Crore Only) or more, any dispute arising out of or in connection with such a contract, including any question regarding its castiner, validity or termination, shall be directly referred to and finally resolved by the recognized arbitral institution Le. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no.ARB Case No. 1/2017/D-19 dtd. 28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force (MCIA Rules") The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English.

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

#### **11 Copyright:**

The copyright of all drawings and other documents provided by the Contractor under the contract shall remain vested in the Contractor or his sub-contractors as the case may be the employer shall have a license to use such drawings and other documents in connection with the design, construction, operation, maintenance of the works. At any time the Employer shall have further license without additional payment to the Contractor to use any such drawings or documents for the purpose of making any improvement of the works or enlargement or duplication of any part thereof, provided that such improvement, enlargement, or duplication by itself or in conjunction with any other improvements, enlargements or duplications already made in accordance with the further license does not result in the duplication of the whole works.

#### **12. Receipts to be signed in firm's name by any one of the partners:**



which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to the Commissioner and Municipal Corporation in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Commissioner or the Corporation may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the Contractors and of the legal representatives of any deceased Contractors interest.

**13. Proprietary data**

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

**14. Correspondence with the Applicant**

Save and except as provided in this TENDER, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.



**SECTION - V - TERMS OF REFERENCE**

PORTAL COPY



## **TERMS OF REFERENCE**

### **“Appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis”**

It is essential to take due cognizance of existing drainage system of BMC and to plan sewerage network along with Sewage Treatment Plant (STP). BMC desires to appoint a consultant on Quality cum Cost Basis System (QCBS) for the scope of work mentioned below including all other activities needed for successful delivery of the objectives under these TOR.

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

In the circular u/no. CHE/DP/11219/Gen dtd. 17.08.2021 regarding policy for improvisation of Infrastructure services in MHADA Layout, wherein it directed Ch.E.(SP)/Ch.E.(SO) to carry out improvements in sewer line network in MHADA Layouts.

At present, the existing sewer network of these layouts are in surcharged condition due to inadequate capacity. Complaints regarding the same have been frequently raised by the local representatives from these MHADA layouts. In addition to that requests for the improvisation of sewer network in these MHADA layouts have been received from the local councilors/representatives due to the enhanced FSI and recent ongoing redevelopment projects across these MHADA layouts.

In view of above, this office has taken up the work of appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis.

#### **2. OBJECTIVES/SCOPE**

Objective of the assignment is to assess and design the sewerage infrastructure the emphasis needs to be given for the additional FSI as depicted in Regulation 33(5) of DCPR 2034, for the redevelopment of MHADA layouts for the permissible FSIs. Considering the permissible FSIs for layouts under consideration, the tenements density of the layout will increase and it will certainly need infrastructure service like sewer lines to



It is necessary to plan and design a sewerage network scheme by Gravity for the work area in Cost Effective and Environment friendly manner. The planning and designing take into the account the capital cost to arrive at optimised solution. The plan shall include gravity sewers, manholes and appurtenances pumping stations, rising mains, balancing chambers, surge tank as necessary. It is required to design sewerage network system in aforesaid layouts in an economical , effective and planned manner. If necessary, allied works like pumping stations, WWTF as directed along with rising mains, gravity mains, balancing chamber will have to be planned and designed. The Topographic survey and alignment planning needs to be carried out accurately.

The project is to examine the feasibility of the layouts and to improvise the sewerage network in the areas given below:

<b>Sr No</b>	<b>Layout</b>	<b>Approximate Area (Sqm)</b>
1	Pant Nagar, Ghatkopar (Part A, B & C)	6,53,362.78
2	Tagore Nagar, Vikroli	6,79,665.83
3	Kannamvar Nagar, Vikroli	6,40,830.00
4	Nehru Nagar, Kurla	3,84,132.941
5	New Tilak Nagar, Chembur	60,703.30
6	Sahkar Nagar, Chembur	1,44,335.00
7	Tilak Nagar, Chembur	5,28,022.08

In this context, following broad activities are anticipated-

- Preparation of DPR
- Preparation of bid documents
- Bid evaluation services

The objective of hiring the Consulting Services is to prepare Detail Project Report (DPR) on covering areas mentioned above and suggest measures to improvise the existing sewerage network system including surveying and mapping and also Drone Survey (one km on either side) for obtaining image with pixels assigned the GPS coordinates through specialized software, studying and assessing the adequacy/ up gradation of





existing sewage network, carrying out geotechnical investigations and topographic surveys.

**3. Scope of work** and tasks to be carried out:

Scope of the work shall be as under but not limited to

- I. Study of earlier master plan if any.
- II. Acquaint himself with the earlier reports regarding MSDP Stage II Masterplan.
- III. Study of available plans/drawings if any.
- IV. Study and survey of the existing Sewerage disposal systems.
- V. Preliminary and detail topographic survey including Total Station, drone survey, GIS mapping of the all seven MHADA layouts given above.
- VI. To carry out survey of Roads such as DP roads, existing roads, roads of given MHADA layouts.
- VII. To carry out survey of existing utilities such culverts, nallas, etc.
- VIII. Sample geotechnical investigations on roads as per requirement. The permission for taking boreholes shall be obtained from the concerned ward office and competent authorities. The pits shall be refilled using excavated pavement material by ramming so as not to cause traffic hazard. Utility mapping shall be carried out as directed by Engineer
- IX. To submit technical feasibility and economical viability of the project
- X. Detailed technical design report covering all aspects of scope of work
- XI. To do planning and designing of sewer network by gravity, (with pumping stations, rising mains if necessary)
- XII. It may be ensured that on site raw/untreated discharge of sewerage in the area is fully eliminated in the best possible manner.
- XIII. To prepare Individual Detail Project Report (DPR) (Draft & Final) including Detail drawing of sewerage network for each MHADA layout.
- XIV. To prepare L-sections showing invert levels, ground levels, manhole details of proposed sewer lines (Main/Branch sewer lines) and also same for existing sewer lines.



- XV. To obtain various permission/NOCs (MOEF etc.) for proposed work of STP and laying of sewer network from various Government Authorities and to advice on environmental matters.
- XVI. Tender document(Draft and Final) for laying of sewer line network
- XVII. Drawings and specification, costing, tender drawings, estimates & BOQ along with detailed measurement sheets.
- XVIII. Tender evaluation and recommendation.
- XIX. The Consultants shall deploy qualified personnel for the key positions as given in the Manpower requirement during the service period.

#### **4. Compensation for delay:**

If the Consultant fails to render timely services on or before the specified deadline (as mutually agreed by both parties) and such delay is solely attributable to the Consultant, without prejudice to any other right or remedy of BMC on account of such delay, the Consultant shall pay compensation at the rate of  $\frac{1}{4}$  percent per month or part thereof of total fees for that specified activity. Provided always that total amount of such compensation shall not exceed 10% of contract price including any additions & or deletions thereto.

Any period within which a consultant shall complete any action or Task shall be extended for a period equal to the time during which consultant was unable to perform such action as a result of delays caused by other than the consultant will be compensated to the tune of monthly charges on a Man Month basis.

#### **4.1 Penalty:**

If the consultant fails to submit the Final DPR within the time schedule mentioned in the Schedule of activities at clause 8.2 of Section V then penalty of Rs 2000/- per day will be imposed on consultant till he submit the final DPR completed in all respect as per requirement of scope of work.

#### **5. Deliverables**

- (1) Inception Report, Feasibility report and economical viability report
- (2) Detailed design report of proposed Sewer network, L-Sections and STP



and soft format for laying of Sewerline network and construction of STP.

(4) Bid Evaluation Report (Post qualification report) with recommendations.

(5) Any other report as instructed by the Ch.Engg.(S.P).

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

## **6. Task Period:**

The period of this consultancy contract shall be 07 (Seven) months (including monsoon) Consultant shall submit the bid evaluation report within Fifteen days from opening of Packet 'A' & packet 'B' for tenders.

### **OR**

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

The following data gives a list of broad activities identified and the time schedule to be followed:

The Consultants shall hand over the survey field books in original to BMC and prepare all drawings on a reproducible media in standard sizes such as A0, A1, A2, A3 etc. The work should be carried out in consultation with Dy.Ch.E.(S.P.) P&D's staff. For each stage, at least 5 days should be kept for discussing and finalizing, BOQ, Measurement sheets and other details should be finalized by discussing along with BMC staff. The consultant may if they wish, appoint at their own cost with other consultant/sub-consultant, may hire the suitable qualified and experience key professional staff to enhance the quality of the team if such staff not readily available within their own organization. However, majority of the key



shall not be significant variation in the estimated quantity and requirement during execution.

The team shall consist of the personnel as described in the qualification criteria.

The Team as submitted for the post qualification shall not be changed without prior approval of the Engineer in writing. If changed the personnel in the new team appointed shall be equivalent or better than the earlier team in respect of qualification as well as experience. Till then, the design works of such consultant shall be suspended.

The BMC shall not provide any office space or transportation arrangements for the Consultants staff.

#### **7. Composition of Review Committee to Monitor Consultants Work:**

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

1. Chief Engineer (Sewerage Project)
2. Dy.Chief Engineer (S.P.) P&D
3. Dy.Chief Engineer (S.P.) Construction
4. E.E.(S.P.) P&D E.S.

#### **8. Procedure for review of progress reports, status, final draft and final reports:**

Reports will be scrutinized and reviewed. Final comments on reports will be given by Sewerage project dept.

#### **8.1 Work completion Period- 07 Months (including monsoon)-**

**8.2 Contract period** - Contract period will be till the 100% payment to the consultant as mentioned in Payment schedule.

#### **SCHEDULE OF ACTIVITIES:**

<b>Sr. No</b>	<b>Activity</b>	<b>Time in Months</b>	<b>Cumulative Months</b>
1	Inception Report	1	1
2	Survey Report	1	2
3	Draft DPR	1	3
4	Final DPR	1	4
5	Tender Document	2	6
6	Bid evaluation	1	7

The Consultant shall prepare and submit PERT Chart for above mentioned activities showing graphically details of each work activity. the start & finish



time for each activity, the interrelationship of all activities, and the critical path activities. The Consultant shall use this schedule to co-ordinate and monitor the work progress so as to complete the task within the stipulated contract period.

**Note :-** If the contract period is extended further for any reason, consultant will work at the same terms and conditions with same bid amount.

### 9. Payment Schedule for the consultant for subject work:

The description of stages is as per section –V clause 5- Deliverables

<b>Schedule of payment</b>	<b>Payment @</b>	<b>Cumulative</b>
<b>Retainer:</b> On signing of this Agreement	<b>0%</b> of the total fees payable	<b>0%</b>
<b>Stage 1:</b> On submitting, presenting Inception report with conceptual work plan& methodology.	<b>10%</b> of the total fees payable, less payment already made if any.	<b>10%</b>
<b>Stage 2:</b> On submitting, presenting the survey report.	<b>10%</b> of the total fees payable less payment already made upto Stage 1.	<b>20%</b>
<b>Stage 3:</b> On submitting, presenting the Draft DPR.	<b>10%</b> of the total fees payable less payment already made upto Stage 2.	<b>30%</b>
<b>Stage 4 (a) :</b> On incorporating suggestions of the BMC & submitting Final DPR along with drawings for approval of the BMC	<b>10%</b> of the total fees payable less payment already made upto Stage 3.	<b>40%</b>
<b>Stage 4 (b):</b> Upon approval of the BMC & statutory approvals necessary for the calling of tender.	<b>10%</b> of the total fees payable less payment already made upto Stage 4 (a).	<b>50%</b>
<b>Stage 5:</b> On submitting working	<b>10%</b> of the total fees	<b>60%</b>



drawings, specifications and schedule of quantities sufficient to prepare the estimate cost of the project work and preparation of tender document / contract documents / conditions of contract. (comprising of detailed feasible L-Sections) ( On approval of Draft Tender)	payable less payment already made upto Stage 4 (b).	
<b>Stage 6 (a):</b> On inviting, receiving, analyzing the tenders received and on advising the BMC on appointment of the Contractor(s) (i.e after submitting bid evaluation report for opening of packet 'C').	<b>10%</b> of the total fees payable less payment already made upto Stage 5.	<b>70%</b>
<b>Stage 6 (b):</b> On approval of standing committee for the appointment of contractor to carry out the work as per final DPR submitted by consultant and issuing of Work order to contractor agency	<b>10%</b> of the total fees payable less payment already made upto Stage 6 (a).	<b>80%</b>
<b>Stage 6 (c):</b> After appointment of contractor agency, & modification to DPR if any during the execution of work arises or after one year from the issue of work order to the successful bidder.	<b>10%</b> of the total fees payable less payment already made upto Stage 6 (b).	<b>90%</b>
<b>Stage 7 :</b> After actual completion of work of improvisation of sewer network by contractual agency. (* the consultant must attain all meetings/ site visit during the execution of work whenever called upon to resolve any site difficulties/ constraints).	<b>10%</b> of the total fees payable less payment already made upto Stage 6 (c).	<b>100 %</b>



## 10. Place of Work

The Consultant shall generally work from their own office in Mumbai and must arrange for their own office space at his/her own cost within one month from the issue of LOA.

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

- i) Basic type designs of various appurtenances such as manholes, inspection chambers, vent shafts etc. followed by BMC.
- ii) Copies of schedule of rates and standard specifications of BMC.

## Deliverables by the consultant

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

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

## 12. FRAUD AND CORRUPT PRACTICES

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

Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or



indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2(two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

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

A. **“corrupt practice”** means

The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action so any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resign so retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the action so far person connected with the Bidding Process);or save and except as permitted under the relevant sub clause, engaging in any manner whatsoever ,whether during the Bidding Processor after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

B. **“fraudulent practice”** mean s a misrepresentation or omission off





order to influence the Bidding Process ;

- C. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;
- D. **“undesirable practice”** means(i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or(ii) having a Conflict of Interest; and
- E. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- F. If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.
- G. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

**For the purposes of this Sub-  
Clause:**

- i. “corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “another party” refers to a public official acting in relation to the procurement processor contract execution. In this context, “public official” includes Financier staff and employees of other organizations taking or reviewing procurement decisions.



- misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iv. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the action so fan other party;
  - v. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - vi. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - vii. acts intended to materially impede the exercise of the Financer’s inspection and audit rights provided .
  - viii. ‘party’ refers to a public official; the terms “benefit” and ‘obligation’ relate to the procurement process or contract execution; and the “actor omission” is intended to influence the procurement process or contract execution.
  - ix. ‘parties’ refers to participants in the procurement process (including public officials)attempting to establish bid prices at artificial, non-competitive levels.
  - x. a ‘party’ refers to a participant in the procurement process or contract execution.



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

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## **Form of Technical Bid Submission**

To:

The Municipal Commissioner,  
BrihanmumbaiMunicipal Corporation,  
Municipal Head Office building,  
MahapalikaMarg Fort,  
Mumbai - 400 001

Sir,

I/We have read and examined the following documents relating to work of  
**“Appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis”**

The e-tender notice

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

I/We

.....  
(full name in capital letters starting with surname), the  
proprietor/managing partner/Managing Director/Holder of the business for



offer to carry out the work of **“Appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis”** referred to in the Terms of Reference and Bill of Quantities to the accompanying form of contract at the rates entered in the Bill of Quantities sent herewith and signed by me/us.

I/We hereby tender for **“Appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis”** referred to in the aforesaid documents, upon the terms and conditions or referred to therein and in accordance in all respects with the Terms of Reference and other relevant details at the rates entered in the aforesaid bill of quantities. According to your requirements for payment of E.M.D. amounting to Rs. ....../- (in words Rupees.....). I/We have paid the said amount of E.M.D. Online as specified in instruction to Bidder.

2. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non-acceptance of this tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We \_\_\_\_\_  
\_\_\_\_\_ agree, not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non-acceptance, which date shall not be later than ten days from the date of the decision of the Standing Committee or of the Corporation, as may be required under Municipal Act, not to accept this tender (subject to condition 5 below).
3. I/We also agree to keep this tender open for acceptance for a period of 120 days from the last date of online bid submission and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
4. I/We agree that the Corporation shall, without prejudice to any other right or remedy be at liberty to forfeit the said Earnest money absolutely, if
  - i. I/We fail to keep the tender open as aforesaid.
  - ii. I/We fail to execute the formal contract or make the contract



- iii. I/We do not commence the work on or before the date specified in the work order.
  - iv. I/We do not fulfill the mandatory conditions as stipulated.
6. I/We \_\_\_\_\_ have filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this tender.
7. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us that any information given by me/us in this tender is false or incorrect I/We shall compensate the BrihanmumbaiMunicipal Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation to any ground whatsoever.
8. I/We agree to undertake that I/We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.
9. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

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

Yours faithfully,

**Signature of authorized signatory**

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



**FormTECH-1: Information regarding status of Bidder**

**Name of the Bidder:**

**Place and country of incorporation:**

**Address for correspondence:**

**Contact Person:**

**Telephone Number/ Mobile Number:**

**Email address:**

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

**Director DIN number:**

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

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

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

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



**Form TECH-2:**

**Annual Turnover Form**

<b>Annual Turnover</b>			
<b>Sr.No.</b>	<b>Financial Year</b>	<b>Annual Turnover of Consultancy Work (in INR)</b>	<b>Updated value to current year (in INR)</b>
1.	2019-20		
2.	2020-21		
3.	2021-22		

**Signature of authorized signatory**

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**Form TECH-2A:**

Bidder's Organization and Experience

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

**Signature of authorized signatory**

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### **Form TECH-2B**

Firm's Relevant Experience References

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

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

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



**Form TECH-3**

Team Composition and Task Assignments

1. Project Key Staff

Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
1	Project Manager		Degree in Civil/ construction / Environmental Engineering and Post Graduate in Environmental / Water Management Engineering	<ul style="list-style-type: none"> <li>Total professional experience of at least 10 years</li> <li>Relevant experience of at least 5 years as a Project Manager on</li> </ul>				



Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
				projects involving preparation of Detail Project Report for design of sewer line network & Sewerage Treatment Plant. Must have experienced of preparation				



Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
				of DPR and Tender for sewer line network of 200 Ha and at least 1 sewage treatment plant with capacity not less than 08 MLD				
2	Sewerage Specialist		Graduate in Civil / construction	<ul style="list-style-type: none"> <li>Total professional experience</li> </ul>				



Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
			Engineering	of at least 7 years • At least 5 years' experience in sewerage planning and designing with trenchless technology. At least 3 years as a Project designer on projects				



Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
				involving preparation of Detail Project Report for sewer line network of minimum 200 Ha and at least 1 sewage treatment plant with capacity not less than 08 MLD				
3	Survey/ GIS Expert		Graduate in Civil Engineering OR Postgraduate	<ul style="list-style-type: none"> <li>5 Years' experience in GIS/ Topo &amp;</li> </ul>				



Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
			qualification in Geo-informatics	bathometric surveys covering water bodies & adjoining land surveys including drone survey				
4	Sewerage Network Modeller		Graduate in Civil Engineering with additional qualification in	<ul style="list-style-type: none"> <li>Total professional experience of at least 7 years out of</li> </ul>				





Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
			hydraulic modelling desired	which minimum 5 years shall be in modeling of water supply/ sewerage network.				
5	Costing Engineer/ Quantity Surveyor		Degree in Engineering	<ul style="list-style-type: none"> <li>Total professional experience of at least 5 years and relevant experience</li> </ul>				



Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
				of preparation of cost estimates for projects aided by World Bank / ADB / MCGM / MMR ULBs /Semi Govt. /Govt. & Public Sector Organizations and				



Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
				should have prepared cost estimates of at least one project costing 50 Crore.				
6	Structural Engineer		Degree in Civil Engineering and Post Graduate in Structural Engineering	<ul style="list-style-type: none"> <li>Total professional experience of at least 7 years</li> <li>Relevant experience of at least 5</li> </ul>				



Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
				years in designing, constructing STP/ Waste Water Treatment Plants				
7	Mechanical Engineer		Graduate/ Diploma in Mechanical Engineering	<ul style="list-style-type: none"> <li>Total professional experience of at least 5 years.</li> <li>Relevant experience of at least 3</li> </ul>				



Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
				years in installation, testing of Mechanical Equipment of Waste Water Treatment plants / Water Treatment Plants.				
8	Electrical /Instrumentation Specialist		Graduate in Electrical / Instrumentation Engineering	<ul style="list-style-type: none"> <li>Total professional experience of at least 5</li> </ul>				



Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
				years. • Relevant experience of at least 3 years in installation, testing of Electrical Equipment of Waste Water Treatment Plants / Water Treatment Plants.				



Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
9	Site/ Support engineers		Degree in Engineering	<ul style="list-style-type: none"> <li>Total professional experience of at least 5 years and relevant experience of preparation of cost estimates for projects aided by World Bank / ADB / MCGM /</li> </ul>				



Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
				MMR ULBs /Semi Govt. /Govt. & Public Sector Organizations and should have prepared cost estimates of at least one project costing 10				





Details of Key Position			REQUIREMENT		POSSESSED		TASKS ASSIGNED	Remarks regarding whether mandator staff is available for the full time project work or not
Sr. No.	Position	Name of the person proposed	Professional Qualification	Experience Requirement	Professional Qualification	Experience Requirement		
				Creore.				
10	Geotechnical Expert		Degree in Civil Engineering and Post Graduate in Geotechnical Engineering	<ul style="list-style-type: none"> <li>Total professional experience of at least 5 years</li> </ul>				
11	CAD Operators		Civil Draftsman with CAD certificate course	<ul style="list-style-type: none"> <li>Minimum Three years experience of operating CAD</li> </ul>				



## **Form TECH-4:**

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

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

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

**The bidder shall submit his presentation in soft copy/links in packet 'B', which shall be accessible to Chief Engineer (S.P.) free of cost for any number of times and same shall be presented before Chief Engineer (S.P.) as and when asked for.**

a) **Technical Approach and Methodology:**

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

b) **Work Plan:**

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



c) **Organization and Staffing:**

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

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### **Form TECH-5:**

#### **Curriculum Vitae (CV) for proposed Staff**

**1. General**

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

**2. Education:**

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

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

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

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



--	--	--	--

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

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

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**5. Language Skills:**

(Indicate only Language in which you are proficient): \_\_\_\_\_

**6. Adequacy for the Assignment:**

Detailed Tasks Assigned on Bidder's Team of Experts:

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

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## **Form TECH-6**

### **Historical Contract Non-Performance**

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

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

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

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

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

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



<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[insert amount]</i> [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/ city/ country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i>		
----------------------	----------------------------	--	--	--

It is further submitted that neither We are under execution of a Tender Securing Declaration nor have forfeited Tender Security or Earnest Money Deposit in the Republic of INDIA in the past Five Years.

**Signature of authorized signatory**



**Form TECH-7: Expert Schedule**

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

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

1. For Key Experts, the input should be indicated individually for the same position as required under Clause 10.3 of Sec-III ITB; for Non-Key





Experts it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).

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

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

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**Form TECH- 8: Work Schedule**

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

**Signature of authorized signatory**

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



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

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

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

**Subject: “Appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis”**

**Sir,**

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. 180 days

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

We remain,

Yours sincerely,

Authorized Signature [*in full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:



**SECTION- VIII- APPENDICES**

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**APPENDIX - A**  
**CONTRACT AGREEMENT FORM**

(This form shall be filled in, signed and submitted on award of contract & to be executed on Rs.500/-Stamp Paper and will attract stamp duty as per Stamp Act.)

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

This agreement made this day of \_\_\_\_\_  
\_\_\_\_\_ between inhabitants of \_\_\_\_\_  
\_\_\_\_\_ carrying on business  
at \_\_\_\_\_ in \_\_\_\_\_

under the style and name of Messrs. \_\_\_\_\_ (Hereinafter called "the Consultant") of the one part and Shri. \_\_\_\_\_ the Deputy Municipal Commissioner (Engineering) (hereinafter called "the Commissioner" in which expressions are included, unless the inclusion is inconsistent with the, context or meaning thereof, his/her successor or successors for the time being holding the office of the Deputy Municipal Commissioner (Engineering) of the Second Part and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the third part WHEREAS the Consultant has tendered for the works described above and his/her offer has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation)

NOW THIS AGREEMENT WITNESSES as follows:-

---



- 1) In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for works hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this agreement viz.
  - i. The tender notice
  - ii. The said Tender
  - iii. Instructions to e-tenderers
  - iv. Instructions to Bidders
  - v. General Conditions of contract (GCC)
  - vi. The Terms of References (TOR)
  - vii. Tender Forms and Formats
  - viii. Pro-Forma of Bank Guarantee
    - a) B.G. for Performance security.
  - ix. Form FIN-1.
  - x. Drawings, if any
  - xi. Addendum, Corrigendum, if any.

**3)** In consideration of the payment to be made by the Commissioner to hereby convenient with the Commissioner to carry out the work of \_\_\_\_\_  
\_\_\_\_\_ in conformity in all respects with the provisions of the contract.

**4)** The Commissioner hereby convenient to pay to the Consultant in consideration of carrying out the work of \_\_\_\_\_  
\_\_\_\_\_, the Contract Price i.e. Rs. \_\_\_\_\_ (in words \_\_\_\_\_) at times in the manner prescribed by the Contract.

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



Consultant\_\_\_\_\_

\_\_\_\_\_

in the presence of & style of

Trading  
under  
the  
name

\_\_\_\_\_

Full name\_\_\_\_\_

Consultant

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed by Dy. Municipal  
Commissioner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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





the standing committee of  
the Corporation.

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

2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ and in  
the presence of the  
Municipal  
Secretary \_\_\_\_\_  
\_\_\_\_\_

Municipal Secretary

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



**APPENDIX-C (Bid no.- )**

**Format for Undertaking (On Rs. 500/- Stamp Paper)**

**DECLARATION CUM INDEMNITY BOND**

I, \_\_\_\_\_ of \_\_\_\_\_, do hereby declared and undertake as under.

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

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

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

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

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

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

**Signature of Tenderer /**

**Bidder**



**APPENDIX-D (Bid no.- )**

**PRE-CONTRACT INTEGRITY PACT**

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

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



part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

7. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

8. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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

For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:

- i. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- ii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- iii. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- iv. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**Signature of Tenderer/Bidder**



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## **BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_ BETWEEN  
THE \_\_\_\_\_ BANK incorporated under the English/Indian  
Companies Acts and carrying on business in Mumbai (hereinafter referred to  
as 'the bank' which expression shall be deemed to include its successors and  
assigns) of the first part \_\_\_\_\_  
\_\_\_\_\_ inhabitants carrying on business at  
\_\_\_\_\_ in Mumbai under the style and name of  
Messer's \_\_\_\_\_ (hereinafter referred to as 'the consultant') of the  
second part Shri. \_\_\_\_\_

THE BRIHANMUMBAI MUNICIPAL COMMISSIONER (hereinafter referred to  
as 'the commissioner' which expression shall be deemed, also to include his  
successor or successors for the time being in the said office of Municipal  
Commissioner ) of the third part and THE BRIHANMUMBAI MUNICIPAL  
CORPORATION (hereinafter referred to as 'the Corporation') of the fourth part  
WHEREAS the consultants have submitted to the Commissioner tender for the  
execution \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ work \_\_\_\_\_ of  
" \_\_\_\_\_ and the terms of  
such tender /contract require that the consultants shall deposit with the  
Commissioner as /contract deposit/ earnest money and /or the security a sum  
of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) AND WHEREAS if and when  
any such tender is accepted by the Commissioner, the contract to be entered  
into in furtherance thereof by the consultants will provide that such deposit  
shall remain with and be appropriated by the Commissioner towards the  
Security -deposit to be taken under the contract and be redeemable by the  
consultants, if they shall duly and faithfully carry out the terms and  
provisions of such contract and shall duly satisfy all claims properly  
chargeable against them there under AND WHEREAS the consultants are  
constituents of the Bank and in order to facilitate the keeping of the accounts  
of the consultants, the Bank with the consent and concurrence of the  
consultants has requested the Commissioner to accept the undertaking of the  
Bank hereinafter contained, in place of the contractors depositing with the  
Commissioner the said sum as earnest money and /or security as aforesaid  
AND WHEREAS accordingly the Commissioner has agreed to accept such



undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants ( hereby testified ) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do , a sum not exceeding in the whole Rs. \_\_\_\_\_(Rupees \_\_\_\_\_)under the terms of the said tender and /or the contract .The B.G. Is valid upto \_\_\_\_\_”Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. \_\_\_\_\_only and guarantee shall remain in force upto \_\_\_\_\_ unless the demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS(1) \_\_\_\_\_

Name and \_\_\_\_\_  
address \_\_\_\_\_

WITNESS(2) \_\_\_\_\_

Name and \_\_\_\_\_ the duly constituted Attorney Manager  
address \_\_\_\_\_

the Bank and the said Messer’s \_\_\_\_\_  
\_\_\_\_\_ (Name of the Bank)

WITNESS(1) \_\_\_\_\_

Name and \_\_\_\_\_  
address \_\_\_\_\_

WITNESS(2) \_\_\_\_\_

Name and \_\_\_\_\_  
For Messer’s \_\_\_\_\_

address \_\_\_\_\_

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

**The amount shall be inserted by the Guarantor, representing the Contract Deposit in Indian Rupees.**



**SECTION - IX - PRICE (PACKET-'C')**

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

**Subject:- “Appointment of Consultant for preparation of DPR (Detail Project Report) & Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis”**

**PRICE SCHEDULE FOR CONSULTANCY SERVICES TO BE FILLED BY BIDDER**

<b>Sr.No.</b>	<b>Description of item</b>	<b>Bid amount(in Rs.)</b>
1)	<b>Appointment of Consultant for preparation of DPR (Detail Project Report) &amp; Tender for Improvisation of Sewerage Infrastructure Services in various MHADA Layouts in Eastern Suburbs on pilot basis</b>	<b>Rs- Figure.</b> <b>(in words)</b>

**(Fees shall be inclusive of all applicable taxes and duties in force, excluding the GST)**

**Note:** Price schedule shall be filled up by bidder in the available fields of <http://portal.mcgm.gov.in> web portal. The scan copy shall be physically uploaded in the packet C.

**Signature & Seal of the Bidder**