

BRIHANMUMBAI MUNICIPAL CORPORATION
(STORM WATER DRAIN DEPARTMENT)



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

2022-2023

Least Cost Quality Selection (LCQS)

**CHIEF ENGINEER,
(Storm Water Drain)
BRIHANMUMBAI MUNICIPAL CORPORATION,
Zero FLOOR, ENGINEERING HUB BUILDING,
DR.E.MOSES ROAD, WORLI
MUMBAI – 400 018.**

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SECTION - I
e -TENDER NOTICE

BRIHANMUMBAI MUNICIPAL CORPORATION

Department: Chief Engineer (SWD)/Dy.Ch.(M&E) SWD, Projects

E-TENDER NOTICE

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

The Brihanumbai Municipal Corporation (BMC) invites e-tender to appoint contractor on Least Cost Quality Selection (LCQS) basis for “Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan in F/North ward” from contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies Act 2013, the contractors registered with the Brihanumbai Municipal Corporation, (BMC) or from the contractor/firm register in central or state government/ Semi Govt. Organization/Central or State Public Sector Undertakings, will be allowed subject to condition that, the contractors who are not registered with BMC, shall apply for registration with BMC within three months from the date of award of contract, otherwise their Bid security i.e. E.M.D. (Earnest Money Deposit) will be forfeited/recovered and an amount equal to registration fees of respective class will be recovered as penalty. Bidding Process will comprise of THREE stages.

The application form can be downloaded from BMC's portal (<http://portal.mcgm.gov.in>) on payment of **Rs.10,400/-+18% GST**. The applicants not registered with BMC are mandated to get registered (Vendor Registration) with BMC for e-tendering process & obtain login credentials to participate in the online bidding process.

- i)** To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer (FAR), 3rd floor, Municipal Headquarter.
- ii)** Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Bakariadda, Byculla, Mumbai.
- iii)** For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in ‘Tenders’ tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller

of certifying authorities namely, Safes crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e- Mudhra CA.

e-Tender No	Name of the Work	Earnest Money Deposit (Rs.)	Tender Document price per copy (Rs.)	Contract period
7200048113	Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan in F/North ward.	11,91,840/-	10,400,+ 18% GST	Part I- 06 Months (Including Monsoon), Part II- 30 Months (Excluding Monsoon) after completion of Part I

In terms of the 3-stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an **Earnest Money Deposit of Rs. 11,91,840/- (Rupees Eleven lakhs Ninety One Thousand Eight Hundred and Forty Only)** (the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on BMC portal (<http://portal.mcgm.gov.in>) as mentioned in the Header Data of the tender.

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

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

The dates and time for submission and opening the bids are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the BMC Portal. (<http://portal.mcgm.gov.in>)

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

Office of : Dy. Ch. E. (M&E) SWD Projects
131, Kalpataru (Amenity Building),
Near Kalpataru Horizon Tower,
S. K. Ahire Marg, Off A .Besant Road,
Worli, Mumbai- 400 018.
Tel: + 91 22 – 24932371 / 73
E-mail: swd_projects@yahoo.co.in

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

The BMC reserves the rights to accept any of the application or reject any or all the applications received for above mentioned work, without assigning any reasons thereof. The information regarding above subject matter is available on Website of BMC. (<http://portal.mcgm.gov.in/tenders>).

Sd/-

Dy.Ch. E (M&E) SWD Projects

HEADER DATA

Tender Document No.	7200048113
Name of Organization	BRIHANMUMBAI MUNICIPAL CORPORATION
Subject	Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan Land in F/North ward.
Cost of Tender Document	10,400/- + 18% GST
Bid Security Deposit/EMD	Rs. 11,91,840/-
Date of Issue and sale of Tender	21.02.2023 from 11:00 hrs
Last date & time for sale of tender	16.03.2023 upto 12:00 hrs
Submission of Packet A, B & Packet C (Online)& Receipt of Bid Security Deposit /EMD	16.03.2023 upto 16:00 hrs
Pre-Bid meeting	28.02.2023 from 15:00 hrs in Conference room of Ch.E. (SWD)
Opening of Packet A	17.03.2023 after 16:01 hrs
Opening of Packet B	17.03.2023 after 16:10 hrs
Opening of Packet C	23.03.2023 after 15:00 hrs
Address for Communication	Office of Dy. Ch. E. (M&E) SWD Projects Brihanmumbai Municipal Corporation 131, Kalpataru (Amenity Building), Near Kalpataru Horizon Tower, S. K. Ahire Marg, Off A .Besant Road, Worli, Mumbai- 400 018. Tel: + 91 22 – 24932371 / 73 E-mail: swd_projects@yahoo.co.in
Email address for communication	swd_projects@yahoo.co.in
Venue for opening of Bid	Online in office of Dy. Ch.E.(M&E) SWD Projects

This tender document is not transferable.

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

Sd/-
Dy.Ch. E. (M&E) SWD Projects

SECTION - II
Eligibility Criteria

- **Minimum Qualifying Criteria:**

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

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

a) Technical Capabilities

The tenderer(s) in their own name shall have satisfactorily executed the work of similar nature in BMC /Semi Govt. /Govt. & Public Sector Organizations during **last seven (07) years** ending last day of month previous to the one in which bids are invited as a Prime Contractor (or as a nominated Sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

1. Three similar completed works or currently executing three works of similar nature each of value not less than Rs 2.39 Cr.

OR

2. Two similar completed works or currently executing three works of similar nature each of value not less than Rs.2.98 Cr.

OR

3. One similar completed work or currently executing three works of similar nature each of value equal and or not less than Rs.4.77 Cr.

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

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

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

b) Financial Capabilities

Achieved an average annual financial turnover as certified by ‘Chartered Accountant’

equal to or minimum Rs.3.58 Cr for last 3 financial years. To ascertain this, tenderer(s) shall furnish / upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant. The turnover can be enhanced by 10% every year to bring the present level. The firm shall be of profit making all the years and also have cash credit facility.

C) Similar Experience:

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

- The bidder shall upload copies of financial documents (Audited balance sheets) for last 03 financial years (2019- 20 to 2021 - 22).The bids shall be evaluated on Least Cost Quality Selection basis.
- Joint ventures and Sole Proprietary firms are not permitted. However, wholly owned subsidiary of the foreign company is eligible to quote on the basis of the credentials of its parent company, if they submit certificate from the parent company to that effect. In case, the qualification is on the basis of Parent company then both Parent company & subsidiary shall sign contract with BMC.

Sd/-

Dy.Ch. E. (M&E) SWD Projects

SECTION - III
Disclaimer

DISCLAIMER

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

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

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

SECTION-IV

SPECIAL INSTRUCTIONS TO BIDDERS for e-Tendering

SPECIAL INSTRUCTIONS TO BIDDERS for e-Tendering

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

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

I. Transfer from R3 (Registered Bidders with BMC) to Supplier Relationship Module (SRM)

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

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

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

CONTRACTORS BIDDING: Applicant will Quote and Upload Tender Documents

1. Access e-tender link of SRM Portal
2. Log in with User ID and Password
3. Selects desired Bid Invitation (he wants to bid)
4. To download tender documents contractors will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Contractors can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.
5. Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.
6. Applicant will upload Packet A related and Packet B related Documents in Packet A and Packet B folder respectively by accessing these folders through "My Notes" Tab and collaboration folder link.
7. All the documents uploaded have to be digitally signed and saved. Contractors can procure there digital signature from any certified CA's in India.
8. Bid security deposit/EMD, if applicable, should be paid online as mentioned in tender.
9. For commercial details (in Packet C) contractors will fill data in Item Data tab in Service Line Item via details and quotes his "Percentage Variation" (i.e.% quoted) figure.(If entered '0' it will be treated as at par. By default the value is zero only.
10. Applicants to check the bid, digitally signs & save and submit his Bid Invitation.
11. Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.
12. Please note that "Hold" action do not submit the Bid.
13. Applicants will receive confirmation once the Bid is submitted.
14. Bid creator (BMC) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.

As per Three Packet system, the document for Packet A & B are to be uploaded by the tenderer in 'Vendor's document' online in Packet A & B. Before purchasing/ downloading the tender copy, tenderer may refer to pre- Qualification criteria mentioned in e-Tender Notice.

- 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 letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
- 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.
- All the documents and data submitted by bidder online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the bidders willing to participate in e-Tendering to procure digital signature certificate of class-2/class-3 and 'Company' Type.
- Digital Signature Certificates: Bidders can procure digital signature certificate from any of the certifying authorities (CA) in India.
- The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
- Scrutiny of contractor's submissions such as methodology, drawings, detailed designs, work schedules, survey reports, QA/QC plans, safety plans etc.:-The consultants shall scrutinize all the above submissions of the successful contractor of SWPS in such a manner that it does not require more than one revision by carrying out across-the-table discussions with the works contractor in presence of the client.
- Consultant shall submit the PERT chart of the activities they will be carrying out as PMC and get it approved from client.
- Consultant's will be providing PMC and contractor will be carrying out all the works as per the designs approved by consultants, so the responsibility of performance of the pumping station should lay completely with the consultants.
- During PMC period, one mechanical and one electrical graduate engineer from the consultant will be exclusively present at all times in M&E office of the client during office hours and . These engineers will be present on all working Saturdays. If required they will work on Sundays and will wait beyond their normal working hours if the need arises. Consultants will provide required office accessories i.e. computer, printer, stationary to them.
- The PMC Consultant shall provide their services after commissioning of pumping station for further one year if required.
- In order to participate in an e-Tender, the registered bidders need to follow the steps given below.

- Open the e-Tendering application by clicking the link available in ‘e-Tendering’ section of BMC Portal.
 - Download the ‘Browser Settings’ document and carry out the necessary settings and root certificates installation as mentioned in the document. Please note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.
 - Login to the application with your credentials and follow the instructions given in the document ‘User Manual for Vendors–Bidding Process’ which is available in the ‘e-Procurement’ section of BMC Portal.
 - Make payment of tender fee online and the same can be done by accessing 'Pay Tender Fees' option. By this one will be able to pay Tender fee through Payment Gateway. If the transaction is successful the bidder can register his interest to participate. Without Registration one cannot quote for the Bid/Tender. Download all the documents by clicking the links Folder “BMC’s Documents”, which includes the bid documents along with other relevant information documents.
 - Pay EMD online through Payment Gateway and upload the scanned copy of receipt.
 - Upload the tender (bid) documents as specified in the Sr.No. 13 below of this document, in the same folder named “Bidder’s Documents”. System will prompt for digital signature certificate while uploading these documents.
 - The bidder shall download the technical schedules, tender form, deviation schedule & other documents where the information is to be filled in, take out the print, fill up the required information and sign, scan the schedules and upload the same in the folder named “Bidder’s Documents”.
 - Before submission, download all the documents uploaded by bidder and to verify/ensure that the documents are uploaded properly.
 - Submit the Commercial bid (Packet C) by filling in the values on the screen. All the inputs given on this screen need to be digitally signed and saved.
 - Packet A, the technical bid (Packet B) and commercial bid (Packet C) shall be submitted online on and before the end date and time mentioned for submission. The self-attested physical copy of the digitally signed e-tender submission (of Packet A & B Only) shall be submitted within 2 working days during the office hours, from the end date of e-tender submission in the office of ChE(SWD).
 - The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version. Bid creator (BMC) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.
 - Ensure that your bid is submitted by verifying the ‘Bid Status’ of the bid in the initial bids listing screen as ‘Bid submitted’.
- Bidders are requested to submit and upload the e-tenders in time on or before the stipulated day so as to avoid rush at the closing hours. BMC will not be responsible for poor

connectivity of network/internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator (BMC) within stipulated time limit, BMC shall not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by Bidders or sent to Bidders, if not received or bounced back at the receiving end due to any problem in server or connectivity, BMC shall not be held responsible.

Intimations about any additional documents will be informed to Bidders by e-mail on their mail ID. The bidders should also send information in reply e-mail followed by hard copy to respective office where the bid is being scrutinized.

In case of any difficulties faced while uploading data by the consultant in online process, it should be referred to the e-mail ID' :*swd_projects@yahoo.co.in*.

- 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.

NOTE:

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 the additional information send by BMC by e-mail on the bidders e-mail ID as provided by them in the information in bid is not delivered OR in return reply e-mail of additional information is not received to M.C.G.M. in stipulated time, in such lapses M.C.G.M shall not be responsible. And it will be treated as Non-compliance of additional information by the Bidders.

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/Consultant”

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

Percentage Variation read as “Percentage Quoted

Purchaser read as “Department/MCGM”

SECTION-V
INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDER (ITB)

GENERAL

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

4.0 Scope of Consultancy:

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

5.0 Clarifications for the bidder:

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

- Firms with common proprietors/partners connected with one another either financially or as principal agent or as master and servant or with proprietor/partners closely related with each other such as minor son/daughter and minor brother/sister shall not tender separately under different names for the same contract.
- If it is found that firms described vide above clause have tendered and uploaded separately under different names for the same contract, all such tenders shall stand rejected, EMD and tender deposits of such e-tenderers shall be forfeited. Any contract entered into under such conditions will also be liable to be cancelled at any time during its existence and penal action including black listing of such firms will be taken.
- The Municipal Commissioner reserve the right to accept or reject any bid or all the bids or annul the 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 corporation's action.

6.0 Site Visit:

In order to obtain first-hand information /opinion on the assignment, the bidders are advised to visit the individual site of the project mentioned in Terms of Reference, before submitting their proposal. Required assistance may be obtained from the Office of Dy. Ch. E. (M&E) SWD Projects with prior appointment in writing except Second and Fourth Saturdays of the month, excluding public holidays & Sunday. The visit to site by the Bidder will be at his own risk and costs.

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 -

- Tender Notice
- Special Instructions to bidders for e-tendering
- Instructions to Bidders
- Complete Technical Proposals - Standard Forms as per Section-VI
- Contract Agreement form (Appendix - A)
- Pro-forma of Bank Guarantee (Appendix - B,C)
- General Conditions of Contract.
- Scope of work and Technical specifications. (Terms of Reference)
- Complete Financial Proposal and their Contents as per Section-VII.
- Appendices
- Addenda, Corrigenda, if any.

9.0 Earnest Money Deposit

- Bidders are required to pay as part of their proposals the EMD of Rs 11,91,840/- (Rs Eleven Lakhs Ninety one Thousand eight hundred forty Only) through online system of Brihanmumbai Municipal Corporation, on or before the end date & time of submission of tender, failing which, the Bid shall be treated as non-submitted. No interest will be paid on EMD.
- The Employer shall be entitled to draw on the tender security and the Tenderer shall forfeit its tender security if:
 - i) A Tenderer withdraws its e-Tender Submission during the period of tender validity set out in ITB7; or
 - ii) A Tenderer fails to accept corrections in accordance with ITB11;
 - iii) The successful Tenderer fails to:
 - a) Sign the Contract in accordance with ITB 18; or
 - b) Furnish the documents, including Performance Bank Guarantee, in accordance with ITB31.

10.0 Refund of Earnest Money Deposit (E.M.D.)

- E.M.D. of bidders except L1 & L2 will be refunded after opening of financial Bid.
- E.M.D of second lowest bidder (L2) will be refunded after issuance of letter of acceptance to the lowest bidder (L1).
- E.M.D. of Successful bidder will be refunded only after the submission and verification of all documents required for execution of contract.
- If successful tenderer refuses to accept the work allotted to him, his earnest money deposits will be forfeited. Further next lowest tenderer in the ranking list of the responsive tenderers may be given chance.
- No rejections and forfeiture shall be done in case of curable defects. Only two (2) curable defects are allowed. Beyond two (2) curable defects, 2% of the EMD amount shall be deducted for each curable defect. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Note:

I. Curable Defect shall mean shortfalls in submission such as:

a. Non-submission of following documents,

- i. Valid Registration Certificate.**
- ii. Valid Bank Solvency.**
- iii. GST 2017 registration certificate.**
- iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.**
- v. Partnership Deed and any other documents.**
- vi. Undertakings as mentioned in the tender document.**

II. Non-curable Defect shall mean

- a. In-adequate 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, etc.**
- d. Wrong calculation of bid capacity.**

10A. Contract Deposit

The successful tender, here after referred to as the Consultant shall pay an amount equal to 2 (Two) percent of the contract sum shall be paid within 30 days from the date of issue of letter of acceptance in form of cash or demand draft only.

10B. Refund of Contract Deposit

The contract deposit shall be released after 1 year of commissioning of the S.W.P.S by the contractor agency appointed for carrying out the work of S.W.P.S.

10 C Additional security deposit

The additional security deposit will be applicable when a rebate of more than of 12 % at the rate of with no maximum limit. The ASD is calculated as follows:

The ASD shall be paid offline and shall be applicable as under :-

Sr. No.	Rebate quoted by bidder	ASD applicable
1	Up to 12 % rebate	No ASD
2	12.01 % to 20% rebate	1% of Estimated Cost for each percentage & part thereof above 12% rebate
3	20.01% rebate and above	8% + 2% extra for each percentage and part thereof over and above 20% rebate

It is proposed to accept the A.S.D applicable from respective bidders in form of Demand Draft, which is to be submitted one day before opening Packet 'C' before 5.00pm to the respective Head Clerk (Expenditure) of S.W.D Division in sealed envelope. If the bidders fails to submit the A.S.D applicable submit inadequate A.S.D, in the form D.D at least one day before opening Packet C before 5.00pm then the E.M.D the respective bidder will be forfeited." Further if A.S.D is not applicable to bidder, then the bidder has to submit a report in seal Envelope to the respective Head Clerk (Expenditure) of S.W.D Division, one day before opening of Packet 'C' before 5.00pm .

10 D Refund of Additional Security Deposit

The additional security deposit shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works.

Works, only such proposition thereof as the Engineer determines (having regard to the relative value of such section or part of the Works) shall be considered by the Engineer for payment to the Contractor.

11.0 Errors and Corrections

1. If, on receipt of any e-Tender Submission, any error in addition shall be apparent, the Employer shall correct it and adjust the total amount of the Tender Price accordingly; but shall not exceed Pricing Schedule C generated on line in e bid comparison report.
2. In the event that, prior to any corrections being made by the Employer as referred to above, a tenderer is in contention for the award of the Contract, the tenderer shall be notified of the corrections made in accordance with ITB 11(1) and the Employer shall seek the tenderer's agreement to the corrected Tender Price.

12.0 Minimum Qualifying Criteria:

12.1 Eligibility:

- Joint venture and Sole Proprietary firms will not be allowed. However, wholly owned subsidiary firm of the foreign company is eligible to quote on the basis of the credentials

of its parent company, if they submit certificate from the parent company to that effect. In case the qualification is on the basis of parent company, then both the parent company and the subsidiary shall sign the Contract.

- The Consultancy firm must not have been blacklisted or debarred or suspended from bidding in tendering process (either as single entity or as partner of JV) by any Govt. /Semi govt. Authority, Funding Agencies like World Bank/ADB/ JICA etc. The debarred period shall not be valid at the time of bidding. The consultancy firm is not allowed to use the project reference of any entity which has been debarred or blacklisted. If the notice of the blacklisting/poor performance is issued against any bidder then he is not eligible to bid for this contract.
- The firm will be excluded from selection process, if it is debarred /blacklisted at the time of submission of bid. Suppression of any information or material by the Bidder regarding the Debarment, details of Litigation history, blacklisting of the consultant, misrepresentation or omission of any other material fact in order to influence a selection process would be construed as a fundamental breach and will lead to the disqualification of the Bidder or the termination of its Contract without any further correspondence and may lead to debarment or blacklisting.
- A consistent history of litigations/awards against the Bidder will result in rejection of the bid. Suppression of any information or material in this regard would be construed as a fundamental breach and BMC reserves its right to take appropriate action including cancellation of the bid, forfeiting of bid security etc., as may be deemed fit by BMC at any time without requiring to give any notice to the applicant in this regard.
- The consulting firm should have been registered (Registrar of Firms/Company of Consulting engineers /Govt. /Govt. Undertaking) under same name & style for at least 5 years. (Authorized change in name & style shall be considered).
- The consulting firm must have valid ISO 9001 certification prior to submission of bid.
- The consulting firm shall have completed the assignment as required under eligibility criteria in last 10 years.
- Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the BMC, which may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- No bidder shall be affiliated with a firm or entity who has been involved in any capacity with the tendering process for the referred work.
- The consulting firm shall be in position to provide at least the staff as mentioned under the 'Personnel capabilities'. The staff shall be either in employment of the firm or shall have the consent letter from the prospective staff to accept employment from the consulting firm during the contract period and availability during the contract period including extended period. The consent letter shall have obtained prior to submission of bid.
- The tender documents are not transferable. Only those bidders who have purchased the tender documents are eligible to submit their bid.

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

12.2 Technical & Financial capabilities

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

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

a) Technical Capabilities

The tenderer(s) in their own name shall have satisfactorily executed the work of similar nature in BMC /Semi Govt. /Govt. & Public Sector Organizations during **last seven (07) years** ending last day of month previous to the one in which bids are invited as a Prime Contractor (or as a nominated Sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied)

1. Three similar completed works or currently executing three works of similar nature each of value not less than Rs 2.39 Cr. **OR**
2. Two similar completed works or currently executing three works of similar nature each of value not less than Rs.2.98 Cr. **OR**
3. One similar completed work or currently executing three works of similar nature each of value equal and or not less than Rs.4.77 Cr.

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

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

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

b) Financial Capabilities

Achieved an average annual financial turnover as certified by ‘Chartered Accountant’ equal to or minimum Rs.3.58 Cr for last 3 financial years. To ascertain this, tenderer(s)

shall furnish / upload the financial statement (Audited balance sheet) duly certified by Chartered Accountant. The turnover can be enhanced by 10% every year to bring the present level. The firm shall be of profit making all the years and also have cash credit facility.

C) Similar Experience:

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

- The bidder shall upload copies of financial documents (Audited balance sheets) for last 3 financial years .The bids shall be evaluated on Least Cost Quality Selection basis.
- Joint ventures and Sole Proprietary firms are not permitted. However, wholly owned subsidiary of the foreign company is eligible to quote on the basis of the credentials of its parent company, if they submit certificate from the parent company to that effect. In case, the qualification is on the basis of Parent company then both Parent company & subsidiary shall sign contract with BMC.

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

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

- All interested bidder, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-tendering process, Login Credentials to participate in the online tendering process on the above mentioned portal under “e- procurement”.
- For the registration, enrolment for digital signature certificate & user manual, Bidder may please refer to respective links provided in e-tendering tab on BMC website. The Bidders can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA. BMC has opened a help desk at the address mentioned above to help the tenderers in this regard.
- Detailed procedure for e-Tendering process is displayed under e-tender tab on BMC website. The tender documents may be downloaded by clicking the links “Folder” in “BMC Documents”, which includes the tender documents along with other relevant documents.

e-Tender document price shall be paid by downloading challan available in the “Purchasers document” of the respective tender in BMC website.

12.3 Personnel Capabilities

Consultants shall upload general information on the management structure of the firm, and shall deploy qualified personnel to fill the key positions for entire contract period for 20 months excluding monsoon,

Sr No	Position	Qualification	Experience	No's
1	Project Manager- Civil	Graduate in Civil /Mechanical Engineering	<ul style="list-style-type: none"> Total professional experience of at least 15 years Relevant experience of at least 10 years in supervising construction projects of water/ Storm Water / Sewer water Pumping Station / treatment plant. 	2
2	Resident Engineer - Civil	Graduate in Civil Engineering	<ul style="list-style-type: none"> Total professional experience of at least 10 years Relevant experience of at least 8 years in supervising construction projects of water/ Storm Water / Sewer Pumping Station/ treatment plant. 	2
3	Safety Expert	Degree in Engineering with qualification in related field.	<ul style="list-style-type: none"> Total professional experience of at least Twelve (10) years Relevant experience of at least Ten (10) years in Health, Safety & Environmental procedures preferably in construction supervision in water or other infrastructure sectors. 	2
4	Quality Engineer	<i>Degree in Civil Engineering</i>	<ul style="list-style-type: none"> Total professional experience of Fifteen (12) years Relevant experience of Ten (8) years in quality management and quality testing in projects of waste water/sewage sector. 	2
5	Mechanical Engineer	Graduate in Mechanical Engineering	<ul style="list-style-type: none"> Total professional experience of at least 12 years Relevant experience of at least 10 years in supervising construction projects of water/ Storm Water / Sewer Pumping Station/ treatment plant.. 	2
6	Civil Engineer	Graduate in Civil Engineering	<ul style="list-style-type: none"> Total professional experience of at least 12 years Relevant experience of at least 10 years in supervising construction projects of water/ Storm Water / Sewer Pumping Station/ treatment plant. 	2
7	Electrical Engineer	Graduate in Electrical Engineering	<ul style="list-style-type: none"> Total professional experience of at least 12 years Relevant experience of at least 10 years in supervising construction projects of water/ Storm Water / Sewer Pumping Station/ treatment plant. 	2
8	Construction Supervisor	Diploma/ Degree in Civil Engineering	<ul style="list-style-type: none"> Total 7 years experience in case of Diploma in Civil Engg or Total 5 years experience in case of Degree in Civil Engg Experience of working on concrete of large structures, laboratory instrumentation testing 	4

			methods, interpretation of testing results etc.	
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NOTE:

- Age limit for key personnel should not be more than 65 years.
 - It is mandatory to give date of birth & nationality of each personnel.
 - For equivalent degrees other than B.E./ B.Tech., it will be responsibility of the Consultant to confirm that the said degree is equivalent to the required professional qualification by way of undertaking of the individual person.
 - The engineers shall be present on Saturdays. If required they will work on Sundays and will wait beyond their normal working hours, if the need arises.
 - The consultant should provide at least minimum of the above indicative man-month in their technical and financial proposal. If consultant has provided man-months lesser than the above indicative man-months, the proposal will be rejected at any stage of evaluation. However, consultant is free to provide additional man-months if needed.
- (e) The successful consultant shall submit the certified attendance sheet of key and non key staff per month to the employer's Engineer.

12.4 Pre- Bid Meeting

Pre- Bid Meeting will take place at the following address on 28.02.2023 at **15:00:00 hr**

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

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

The format of the queries shall be as follows:

Sr No	Reference Clause	Description in the Tender	Query Description

13.0 Preparation of Bids

GENERAL

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

Queries relevant to the bid documents shall be addressed to Chief Engineer (SWD), preferably at least one day prior to the pre bid meeting.

- B) 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.
- C) The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The employer 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.
- E) The Bidder shall not add to or amend the text of the Bid Document except in so far as may be necessary to comply with the addendum issued by the Corporation. If it is found that the Bidder has violated this condition, his bid is liable to be rejected.
- F) Any addenda thus issued shall be part of the proposal documents and will be binding. BMC may, at its discretion, extend the dead line for submission of proposals.

14.0 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.

15.0 Format of the Bid

The Bidder shall submit the bid online in three parts, i.e.; Packet A (Eligibility), Packet B (Technical bid) and Packet C including Folder C and shall contain following documents.

(Packet A)

- A. Scanned copy of details of online payment of EMD.
- B. Scanned copy of Goods and Service Tax (GST) Registration Certificate is mandatory. Those not registered shall submit an undertaking to that effect.
- C. In case of Indian consultants 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.

- D. Scanned copy of Company Registration Certificate
- E. Valid Bank Solvency Certificate of Minimum Solvency amount of Rs. 1.50 Cr. Not older than 6 months from the date of submission of tender from the approved list of banks.
- F. Scanned copy of latest Partnership Deed, in case of Partnership firms (wherever applicable).
- G. Scanned copy of duly registered Power of Attorney, wherever applicable.
- H. Valid e-Mail ID's of the consultants and name for correspondence.
- I. Scanned copy of valid ISO-9001 Certification

The **e-Packet "B"** shall contain the copies of following documents –

- A. Complete Technical Proposals- Standard Forms as per Section VI of this tender.
- B. Form Fin 1 as per Section VII of this tender.
- C. Documents satisfying the Eligibility Criteria defined in tender document.
- D. The Tender document and Addendum/Corrigendum, if any.
- E. Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as a evidence).
- F. The undertaking on Rs. 500/- stamp paper as per the proforma annexed in Annexure and Appendix section as Annexure E and F.
- G. Details of litigation history as per circular no. MGC/F/6565 dtd 25.09.2018 in which the tenderer is involved-Performa as below

Other party/parties	Employer	Cause of dispute	Amount Involved	Remarks showing present status

Note:

- If the tenderer(s) withdraws tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- If it is found that the tenderer has not submitted required documents in Packet “A” and “B” then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of three working days otherwise they will be treated as nonresponsive.

If required, the content of the scanned soft copies of the documents uploaded in Packet “A” & Packet “B” will be compared with the 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.

The e-Packet ‘C’

Online tender filled in either percentage plus or minus (above or below), or at par. (There is no separate provision to quote % in physical form, this is a part in Header Data of online Tendering). For Packet ‘C’ tenderer(s) will fill data in ‘Item Data Tab’ in Service Line Item via Details and quotes his percentage variation figures. **(If entered ‘0’ it will be treated as ‘at par’**. By default the value is zero only).

Note: In case of rebate/premium of 15% and above as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Dy.Ch.Eng.

This shall contain online filling up of data as per Form FIN 2 of financial proposal.

Contents of Packet C do not require physical submission.

16.0 Conditional Proposals by Bidders

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

17.0 Amendment of contents of proposal

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

18.0 Rates and Prices

The Bidder shall quote the price in FIN-2 uploaded online in Commercial bid (Packet C) only. The rate shall invariably include the cost of the work arising out of scope of the work mentioned in the Terms of Reference (TOR) on Lump-sum basis. The prices quoted shall be firm and no variation will be allowed on any account.

The tender shall be for the whole work as described in Terms of Reference attached hereto based on the Key Personnel man-months and other cost quoted by the consultant.

The bid prices shall be inclusive of all applicable taxes & duties in force, excluding the GST. However, as per the GST notification No.9/2017 and No.12/2017 both dated 28.06.2017, the work of project management consultancy being rendered to BMC is under Twelfth Schedule of Article 243(w) of the constitution, which is a 'pure service' and hence is exempted from GST. The Goods and Service tax shall be reimbursed at actual, if applicable in future as per Govt. Notifications, then the same will be applicable as per the various circulars of BMC in force.

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

19.0 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 firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the bid (in which case the partnership deed, current address of the firm and full names and current addresses of all the partners of the firm shall also accompany the bid). If the bid is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding the Power of Attorney for signing the bid (in which case the Power of Attorney shall accompany the bid). Such Limited Company or Corporation may be required to furnish satisfactory evidence or its existence before the contract is awarded.

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

20.0 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.

21.0 Submission of Bids

All bids shall be submitted online. However, hard copy (two copies of Packet B) shall be submitted to office of Dy.Ch.E.(M&E) SWD Projects on the next day of the due date of submission of bids. The contents of the e-Tender shall be considered as final and binding on the Bidder.

22.0 Opening of bid

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

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

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.

23.0 Evaluation of the Bids (Packet B)

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

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

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

Table A: Overall Marking Criteria:

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

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

Sr No	Bidders capabilities	Parameter	Criteria	Marks	Max marks
A. Financial Capabilities					
1	Average Turnover of Consultancy Firm	4 Cr and above	Minimum	30	30
		2.31 to 4 Cr.	Rs 2.31 Cr	20	
B. Particular Experience					
2	Project Management Consultancy Experience of Water/ Storm Water/Sewer Pumping Station / treatment plant.	plant with more than 18 Cu.M /Sec capacity	At least one Pumping Station/ treatment plant	70	70
		plant with more than 12 Cu.M /Sec capacity		60	
		plant with more than 6 Cu.M /Sec capacity		40	

24.0 Post Bid Correspondence

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

The BMC engineer's representative, if necessary, will obtain clarification of bid by requesting such information from any or all the Bidders either in writing or through

personal contact as may be necessary. The Bidder will not be permitted to change the substance of his bid after bids have been opened.

25.0 Date of opening and evaluation of financial bids (Packet C)

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

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

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

26.0 Rejection of Bid

The bid is liable to be rejected, if the Bidder

- Does not submit the proofs of qualification criteria.
- Stipulates the validity period less than what is in the bid;
- Stipulates his own conditions;
- Does not disclose his full name and address with telephone no. and also the full names and addresses with telephone nos. of all his partners in the case of partnership concern.
- Does not fill in and sign the Complete Financial Proposal & their Contents as per Section-IX as well as the Schedule of Quantities & Rates, terms of reference, etc.
- Does not submit the E.M.D. as per clause 9 of Instruction to Bidder.
- Does not submit the bid before the stipulated time on the specified date.
- If the bid is filled up partially in splitter manner, it will be treated as non-responsive.

27.0 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.

28.0 Award of Contract

The Contract will be awarded to the technically qualified and responsive Bidder on LCQS basis in conformity with the Terms of References subject to the provisions of 25 & 26 above (Evaluation of Bids).

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

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

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

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

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

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

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

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

29.0 Tendering under different names:

- 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.

- 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.
- 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.
- 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.

30.0 Stamp Duty, Legal Charges, Bill Forms.

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

Stamp duty on Bank Guarantee: As per Article 54 read with 40(b) of Schedule-I of Maharashtra Stamp Act (at present @ 0.5 % for the amount secured.) as per जाक/ अंमल-1/कायकंत्राट/ 896/2016 dt 23.02.2016 or as per the latest circular.

Stamp duty on Contract Agreement: As per applicable Article of Schedule-I of Maharashtra Stamp Act-2015 as per circular no. CH.E./BM/17800 II dt 07.01.2016.

Legal & stationary charges as per the latest circular of legal department vide no. 26006 dated 22.07.2022 and circular no. CA/FRT/17 dtd 07.12.2022.

31.0 Performance Security.

Within 30 days from the receipt of notification of award from BMC, the successful Bidder shall furnish a performance security amounting to 10% (Ten percent) of contract sum in the form of 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 bidder shall execute the agreement and return the same to BMC.

The B.G. shall be valid till completion one year after contract period. The tenderers shall be required to extend the validity of the performance bank guarantee depending upon extension of Contract Period required by him for completion of the construction and commissioning of the Storm Water Pumping Station.

32.0 LIST OF APPROVED BANKS

The Banker's Guarantees 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 limit 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. Bank Guarantees from Banks listed in RBI's latest schedule shall prevail.

(A) STATE CO-OPERATIVE BANKS

1. Andhra Pradesh State Co-operative Bank Ltd. Hyderabad
2. Bihar State Co-operative Bank Ltd., Bihar
3. Goa State Co-operative Bank Ltd. , Panaji
4. Gujarat State Co-operative Bank Ltd., Ahmedabad
5. Haryana State Co-operative Apex Bank Ltd., Chandigarh
6. Karnataka State Co-operative Apex Bank Ltd., Bangalore
7. Kerala State Co-operative Bank Ltd., Thiruvananthapuram
8. Madhya Pradesh Rajya Sahakari Bank Maryadit, Bhopal
9. Maharashtra State Co-operative Bank Ltd., Mumbai
10. Orissa State Co-operative Bank Ltd., Bhubaneswar
11. Pondicherry State Co-operative Bank Ltd. Pondicherry
12. Punjab State Co-operative Bank Ltd., Chandigarh
13. Rajasthan State Co-operative Bank Ltd., Jaipur
14. Tamil Nadu State Apex Co-operative Bank Ltd., Chennai
15. Uttar Pradesh Co-operative Bank Ltd., Lucknow
16. West Bengal State Co-operative Bank Ltd., Kolkata S.B.I. and its subsidiary Banks

(B) URBAN CO-OPERATIVE BANKS

17. A P Mahesh Co-operative Urban Bank Ltd., Hyderabad
18. Abhyudaya Co-operative Bank Ltd., Mumbai
19. Ahmedabad Mercantile Co-operative Bank Ltd., Ahmedabad
20. Akola Janata Commercial Co-operative Bank Ltd., Akola
21. Amanath Co-operative Bank Ltd., Bangalore
22. Bassein Catholic Co-operative Bank Limited, Vasai
23. Bharat Co-operative Bank (Mumbai) Ltd., Mumbai
24. Bharati Sahakari Bank Ltd., Pune
25. Bombay Mercantile Co-operative Bank Limited, Mumbai
26. Charminar Co-operative Urban Bank Ltd., Hyderabad
27. Citizen Credit Co-operative Bank Ltd., Mumbai
28. Dombivli Nagari Sahakari Bank Ltd., Dombivli
29. Greater Bombay Co-operative Bank Limited, Mumbai
30. Indian Mercantile Co-operative Bank Ltd., Lucknow
31. Jalgaon Janata Sahakari Bank Ltd., Jalgaon
32. Janakalyan Sahakari Bank Ltd., Mumbai
33. Janalaxmi Cooperative Bank Ltd., Nashik
34. Janata Sahakari Bank Ltd., Pune

35. KallappaAnnaAwadeIchalkaranji Janata Sahakari Bank Ltd., Ichalkaranji
36. Kalupur Commercial Co-operative Bank Ltd., Ahmedabad.
37. Kalyan Janata Sahakari Bank Ltd., Kalyan
38. Kapol Cooperative Bank Ltd., Mumbai
39. Karad Urban Co-operative Bank Ltd., Karad
40. Madhavapura Mercantile Co-operative Bank Ltd., Ahmedabad
41. Mahanagar Co-operative Bank Ltd., Mumbai
42. Mapusa Urban Co-operative Bank of Goa Ltd., Mapusa
43. Mehsana Urban Co-operative Bank Ltd., Mehsana
44. N K G S B Co-operative Bank Ltd., Mumbai
45. Nagar Urban Co-operative Bank Ltd., Ahmednagar
46. Nagpur NagrikSahakari Bank Ltd., Nagpur
47. New India Co-operative Bank Ltd., Mumbai
48. NutanNagrikSahakari Bank Ltd., Ahmedabad
49. Parsik Janata Sahakari Bank Ltd., Thane
50. PravaraSahakari Bank Ltd., Loni
51. Punjab & Maharashtra Co-operative Bank Ltd., Mumbai
52. Rajkot NagrikSahakari Bank Ltd., Rajkot
53. Rupee Co-operative Bank Ltd., Pune
54. Sangli Urban Co-operative Bank Ltd., Sangli
55. Saraswat Co-operative Bank Ltd., Mumbai
56. Sardar Bhiladwala Pardi People's Co-operative Bank Ltd., Killa Pardi
57. ShikshakSahakari Bank Ltd., Nagpur
58. Solapur Janata Sahakari Bank Ltd., Solapur
59. Surat People's Co-operative Bank Ltd., Surat
60. Thane Bharat Sahakari Bank Ltd., Thane
61. Thane Janata Sahakari Bank Ltd., Thane
62. The Akola Urban Co-operative Bank Ltd., Akola
63. The Cosmos Co-operative Bank Ltd., Pune
64. The Goa Urban Co-operative Bank Ltd., Panaji
65. The Khamgaon Urban Co-operative Bank Ltd., Khamgaon
66. The Nasik Merchant's Co-operative Bank Ltd., Nasik
67. The ShamraoVithal Co-operative Bank Ltd., Mumbai
68. The Zoroastrian Co-operative Bank Ltd., Mumbai
69. Vasavi Co-operative Urban Bank Limited, Hyderabad
- (C) SBI AND ASSOCIATES
70. State Bank of India
71. State Bank of Bikaner & Jaipur
72. State Bank of Hyderabad
73. State Bank of Indore
74. State Bank of Mysore
75. State Bank of Patiala
76. State Bank of Saurashtra
77. State Bank of Travancore

(D) NATIONALISED BANKS

78. Allahabad Bank
79. Andhra Bank
80. Bank of Baroda
81. Bank of India
82. Bank of Maharashtra
83. Canara Bank
84. Central Bank of India
85. Corporation Bank
86. Dena Bank
87. Indian Bank
88. Indian Overseas Bank
89. Oriental Bank of Commerce
90. Punjab National Bank
91. Punjab and Sind Bank
92. Syndicate Bank
93. UCO Bank
94. Union Bank of India
95. United Bank of India
96. Vijaya Bank

(E) OTHER PUBLIC SECTOR BANKS

97. Deleted

(F) PRIVATE SECTOR BANKS

98. Bank of Rajasthan Ltd.
99. Catholic Syrian Bank Ltd.
100. City Union Bank Ltd.
101. Development Credit Bank Ltd.
102. Dhanalakshmi Bank Ltd.
103. Federal Bank Ltd.
104. HDFC Bank Ltd.
105. ICICI Bank Ltd.
106. IndusInd Bank Ltd.
107. ING Vysya Bank Ltd.
108. Jammu and Kashmir Bank Ltd.
109. Karnataka Bank Ltd.
110. Karur Vysya Bank Ltd.
111. Kotak Mahindra Bank Ltd.
112. Lakshmi Vilas Bank Ltd.
113. Nainital Bank Ltd.
114. Ratnakar Bank Ltd.
115. SBI Commercial International Bank Ltd.
116. South Indian Bank Ltd.
117. Tamilnad Mercantile Bank Ltd.
118. Axis Bank Ltd.
119. Yes Bank Ltd.
120. ABN Amro Bank N.V.

121. Abu Dhabi Commercial Bank Ltd.
122. American Express Banking Corporation
123. Antwerp Diamond Bank N.V.
124. Arab Bangladesh Bank
125. Bank International Indonesia
126. Bank of America
127. Bank of Bahrain and Kuwait B.S.C.
128. Bank of Ceylon
129. Bank of Nova Scotia
130. Bank of Tokyo – Mitsubishi Ltd.
131. Barclays Bank Plc.
132. BNP Paribas
133. China Trust Commercial Bank
134. Shinhan Bank
135. Citi Bank N.A.
136. Calyon Bank
137. Deutsche Bank
138. DBS Bank Ltd.
139. The Hongkong and Shanghai Banking Corporation Ltd.
140. J.P. Morgan Chase Bank N.A.
141. Krung Thai Bank Public Company Ltd.
142. Mashreq Bank p.s.c.
143. Mizuho Corporate Bank Ltd.
144. Oman International Bank S.A.O.G.
145. SocieteGenerale
146. Sonali Bank
147. Standard Chartered Bank
148. State Bank of Mauritius Ltd.

(G) GRAMIN BANKS

149. Andhra Pradesh Grameen Vikas Bank, Warangal (Andhra Pradesh)
150. Andhra PragathiGrameena Bank, Kadapa (Andhra Pradesh)
151. Aryavart Gramin Bank, Lucknow (Uttar Pradesh)
152. Arunachal Pradesh Rural Bank, Naharlagun (Arunachal Pradesh)
153. Assam Gramin Vikas Bank, Guwahati (Assam)
154. Baitarani Gramya Bank, Baripada (Orissa)
155. Ballia Kshetriya Gramin Bank, Ballia (Uttar Pradesh)
156. Bangiya Gramin Vikash Bank, Berhampore (West Bengal)
157. Baroda Gujarat Gramin Bank, Bharuch (Gujarat)
158. Baroda Rajasthan Gramin Bank, Ajmer (Rajasthan)
159. Baroda Uttar Pradesh Gramin Bank, Rae Bareli (Uttar Pradesh)
160. Bihar Kshetriya Gramin Bank, Monghyr (Bihar)
161. Cauvery KalpatharuGrameena Bank, Mysore (Karnataka)
162. Chaitanya Godavari Grameena Bank (Andhra Pradesh)
163. Chhattisgarh Gramin Bank, Raipur (Chhattisgarh)
164. Chikmagalur-KodagaGrameena Bank, Chikmagalur (Karnataka)
165. Deccan Grameena Bank, Dilsukhnagar (Hyderabad)

166. Dena Gujarat Gramin Bank, Gandhinagar (Gujarat)
167. Durg-Rajnandgaon Gramin Bank, Rajnandgaon (Chhattisgarh)
168. EllaquaiDehati Bank, Srinagar (Jammu and Kashmir)
169. EtawahKshetriya Gramin Bank, Etawah (Uttar Pradesh)
170. Faridkot Bhatinda Kshetriya Gramin Bank, Bhatinda (Punjab)
171. Gurgaon Gramin Bank, Gurgaon (Haryana)
172. HadotiKshetriya Gramin Bank, Kota (Rajasthan)
173. Haryana Gramin Bank, Rohtak (Haryana)
174. Himachal Gramin Bank, Mandi (Himachal Pradesh)
175. Jaipur Thar Gramin Bank, Jaipur (Rajasthan)
176. Jammu Rural Bank, Jammu
177. Jhabua-Dhar Kshetriya Gramin Bank, Jhabua (Madhya Pradesh)
178. Jharkhand Gramin Bank, Ranchi (Jharkhand)
179. Kalinga Gramya Bank, Cuttack (Orissa)
180. Kamraz Rural Bank, Sopore (Jammu and Kashmir)
181. Karnatka Vikas Gramin Bank, Dharwad (Karnataka)
182. Kashi Gomti Samyut Gramin Bank, Varanasi (Uttar Pradesh)
183. Khasi J Bank, Shillong (Meghalaya)
184. Krishna Grameena Bank, Gulbarga (Karnataka)
185. Kshetriya Kisan Gramin Bank, Mainpuri (Uttar Pradesh)
186. LangpiDehangi Rural Bank, Dhiphu (Assam)
187. Lucknow Kshetriya Gramin Bank, Sitapur (Uttar Pradesh)
188. Madhya Bharath Gramin Bank, Sagar (Madhya Pradesh)
189. Madhya Bihar Gramin Bank, Patna (Bihar)
190. MahakaushalKshetriya Gramin Bank, Jabalpur (Madhya Pradesh)
191. Maharashtra Godavari Gramin Bank (Maharashtra)
192. Malwa Gramin Bank, Sangrur (Punjab)
193. Marwar Ganganagar Bikaner Gramin Bank, Pali (Rajasthan)
194. Manipur Rural Bank, Imphal (Manipur)
195. Marathwada Gramin Bank, Nanded (Maharashtra)
196. Mewar Aanchalik Gramin Bank, Udaipur (Rajasthan)
197. Mizoram Rural Bank, Aizawl (Mizoram)
198. Nagaland Rural Bank, Kohima (Nagaland)
199. Nainital AlmoraKshetriya Gramin Bank, Nainital (Uttaranchal)
200. Narmada Malwa Gramin Bank, Indore (Madhya Pradesh)
201. NeelachalGramya Bank (Orissa)
202. North Malabar Gramin Bank, Kannur (Kerala)
203. Pallavan Grama Bank, Salem (Tamil Nadu)
204. Pandyan Grama Bank, Virudhunagar (Tamil Nadu)
205. Paschim Banga Gramin Bank, Howrah (West Bengal)
206. Parvatiya Gramin Bank, Chamba (Himachal Pradesh)
207. Pragathi Gramin Bank, Bellary (Karnataka)
208. Prathama Bank, Moradabad (Uttar Pradesh)
209. Pudukkottai Gramin Bank, Pudukkottai (Tamil Nadu)
210. Punjab Gramin Bank, Kapurthala (Punjab)
211. Purvanchal Gramin Bank, Gorakhpur (Uttar Pradesh)

212. Rajasthan Gramin Bank, Alwar (Rajasthan)
213. Ratnagiri Sindhudurg Gramin Bank, Ratnagiri (Maharashtra)
214. Rewa-Sidhi Gramin Bank, Rewa (Madhya Pradesh)
215. Rushikulya Gramya Bank, Berhampur (Orissa)
216. Samastipur Kshetriya Gramin Bank, Samastipur (Bihar)
217. Saptagiri Grameena Bank, Chittoor (Andhra Pradesh)
218. Sarva UP Gramin Bank (Uttar Pradesh)
219. Satpura Narmada Kshetriya Gramin Bank, Chhindwara (Madhya Pradesh)
220. Saurashtra Gramin Bank, Rajkot (Gujarat)
221. Sharda Gramin Bank, Satna (M.P.)
222. Shreyas Gramin Bank, Aligarh (Uttar Pradesh)
223. Solapur Gramin Bank, Solapur (Maharashtra)
224. South Malabar Gramin Bank (Kerala)
225. Surguja Kshetriya Gramin Bank, Ambikapur (Chhattisgarh)
226. Tripura Gramin Bank, Agartala (Tripura)
227. Triveni Kshetriya Gramin Bank, Orai (Uttar Pradesh)
228. Utkal Gramya Bank, Bolangir (Orissa)
229. Uttaranchal Gramin Bank, Dehradun (Uttaranchal)
230. Uttar Banga Kshetriya Gramin Bank, Cooch-Bihar (West Bengal)
231. Uttar Bihar Kshetriya Gramin Bank, Muzaffarpur (Bihar)
232. Vananchal Gramin Bank, Dhumka (Jharkhand)
233. Vidharbha Kshetriya Gramin Bank, Akola (Maharashtra)
234. Vidisha-Bhopal Kshetriya Gramin Bank, Vidisha (Madhya Pradesh)
235. Visveshwaraya Gramin Bank, Mandya (Karnataka)
236. Wainganga Kshetriya Gramin Bank, Chandrapur (Maharashtra)

Note: Please refer following circular;

Circular no. CA/FBK/241 dated 27.11.2019

Circular no. CA/FBK/303 dated 17.03.2018

33.0 Refund of Performance Security.

The performance security shall be returned to the consultant without any interest when the Consultant ceases to be under any obligations under this contract. The performance BG shall be valid for the Professional Liability Period (i.e. Contract period plus one year.)

34.0 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.

35.0 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.

36.0 Payment of Bills & other claims-

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

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

37.0 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.

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

39.0 Fraudulent and Corrupt Practices:

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

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

- i. corrupt practice. is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. fraudulent practice. is any act or omission, including a misrepresentation or hiding of legal status, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. collusive practice. is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
- iv. coercive practice. is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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

SECTION - VI
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL PROVISIONS

- **Definitions**

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

- “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, as they may be issued and in force from time to time.
- “Contract” means this Contract between the BMC and the Consultant.
- “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof.
- (d) GCC means the Condition of contract in general
- (e) “Government” means the State and/or Central Government.
- (f) “Party” means the BMC or the Consultant, as the case may be.
- (g) “Services” means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Terms of Reference.
- (h) “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 3.7 hereinafter, and
- (i) “Third Party” means any person or entity other than the Government, the BMC, the Consultant or a Sub-Consultant.
- (j) “BMC” means Brihanmumbai Municipal Corporation / Municipal Commissioner for Greater Mumbai for the time being holding the office and also his successors, Addl. Mun. Commissioners, / Director(E.S.&P.), Chief Engineer (SWD) and/or their appointed officers for performance of the contract.
- (k) “Employer /Client” means BMC (Brihanmumbai Municipal Corporation).
- (l) “Site” means land or other places where the works are to be executed or other working places as may be specifically designated by BMC.
- (m) “Drawings” means, drawing referred to in the specification and /or any modifications to the drawings, approved by BMC.

- (n) "Works" means, work to be executed in accordance with contract, or part thereof, as case may be and shall also include all extra / additional, alternation / substitution as required for performance of the contract.
- (o) The "Contract price" means the sum named in the bid subject to such additions there to or deduction there from as may be made under the provisions hereinafter contained.
- (p) The Engineer of the contract means Chief Engineer (SWD) and /or his appointed officers for performance of the contract.
- (q) "Personnel" means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government of India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government of India; and 'personnel' means the personnel referred to in Clause GCC 4.2 (a).
- (r) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (s) "Services" means the work to be performed by the Consultant pursuant to this Contract described in Terms of Reference.
- (t) Project management consultant means Consultant appointed by Employer for each section of the work.

- **Law Governing Contract.**

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

- **Language**

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

- **Headings**

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

- **Notices**

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

Office of Dy. Ch. E. (M&E) SWD Projects
Brihanmumbai Municipal Corporation
131, Kalpataru (Amenity Building),
Near Kalpataru Horizon Tower,

S. K. Ahire Marg, Off A .Besant Road,
Worli, Mumbai- 400 018.
Tel: + 91 22 – 24932371 / 73
E-mail: swd_projects@yahoo.co.in

- **Location**

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

- **Authorized Representatives.**

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

- On behalf of BMC by Chief Engineer (S.W.D.)
- On behalf of the Consultant(s) by his/their designated representative.

- **Income Tax**

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

The Contract price is deemed to have included such amounts.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract.

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

2.2 Commencement of Services.

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

2.3 Expiration of Contract.

Unless terminated earlier pursuant to Clause 2.7 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made. This contract shall automatically expire at the end of contract period unless extended expressly by both the parties in writing. In case the services have been rendered to mutual satisfaction by both the

parties and necessary payments are made, the contract shall automatically expire even if the contract period is not over.

Modification

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

2.5 Force Majeure

a) Definition

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

b) Force Majeure shall not include

- 3 any event which is caused by the negligence or intentional action of a Party or such Party’s Consultant or agents or employees, nor
- 4 any event which a diligent Party could reasonably have been expected to both.
- 5 take into account at the time of the conclusion of this Contract, and
- 6 avoid or overcome in the carrying out of its obligations hereunder.

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

No Breach of Contract.

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

Measures to be Taken

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfill its obligations hereunder with a minimum of delay.

- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6 Extension of Time

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

Consultation

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

Suspension

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

Termination

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

2.6 Contract Document

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

- 1) Contract Agreement (if completed)

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

2.7.1 By BMC

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

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

2.7.2 By the Consultant

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

- a) if the Client fails to pay any money due to the Consultant pursuant to this contract and not subject to dispute within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

- b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant notice specifying such breach.
- c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days or
- d) if the Client fails to comply with any final decision reached as a result of amicable settlement 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 payments to the Consultant for Services satisfactorily performed prior to the effective date of termination.

3.0 OBLIGATIONS OF THE CONSULTANT

a) General

b) Standard of Performance

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

c) Law Governing Services

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

The consultant has to follow CVC guidelines wherever applicable.

3.2 Conflict of Interests

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

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant' sole remuneration in connection with this Contract or the Services and, subject to Clause 3.2.2 hereof, the Consultant shall not accept for their own benefit any trade

commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub- Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

b) Consultant and Affiliates Not to be otherwise interested in Project.

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

c) Prohibition of Conflicting Activities

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

3.3 Confidentiality

The Consultant, their Sub-Consultant and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or otherwise without prior written consent of the BMC.

3.4 Liability of the Consultant

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

- 3.4.1 The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant , its Sub-Consultant or the Personnel of either of them, and
- 3.4.2 the Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.
- 3.4.3 An Indemnity bond to that effect shall be submitted.

3.4.4 Indemnification of the Client by the Consultant

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

violation of any copyright work or literary property or patented invention, article or appliance. The amount of indemnification is limited to the Consultancy Contract Cost. The successful Consultants/bidder shall submit an Indemnity Bond to the client for the same.

3.4.5 Insurance to be Taken Out by the Consultant

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

3.5 PROFESSIONAL LIABILITY INSURANCE

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

3.6 THIRD PARTY INSURANCE

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

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

3.7 Consultant'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:

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

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

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

- iii. that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract.
- iv. BMC is not liable to pay any payment to the sub-Consultant/Sub-Contractor appointed by Consultant.

3.8 Reporting Obligations

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

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

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

3.10 Drawings

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

4.0 CONSULTANT'S PERSONNEL

4.1 General

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

4.2 Description of Personnel

- 1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of each of the Consultant's Personnel shall be as described in the offer.

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

4.3 Agreed Personnel

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

4.4 Removals and/or Replacement of Personnel

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

Note :- Any change in key staff will attract a penalty of Rs. 2,00,000/- each per occurrence. However, the bidder has to replace the key personnel with equivalent or better qualification and experience. The decision for replacement shall be with the prior approval of the Employer.

5.0 OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

6 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the

Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made as applicable.

7 Payment

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

6.0 PAYMENTS TO THE CONSULTANT

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

7.0 FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

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

7.3. GST

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

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 PENLTY FOR DELAY

If the Consultant fails to render timely services on or before the specified deadline (as mutually agreed by both parties) and such delay is solely attributable to the Consultant, without prejudice to any other right or remedy of BMC on account of such delay, the Consultant shall pay penalty at the rate of 1 % per week or part thereof of total part –I contract cost upto maximum 10 % of part –I contract cost andatthe rate of 0.5 % per week or part thereof of total part-II contract cost upto maximum 10 % of the part-II contract cost.

9.0 SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

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

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

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

10.0 Provisional Sum

Not Used

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

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

SECTION - VII
SCOPE OF WORK

1.0 Background / Preamble:

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

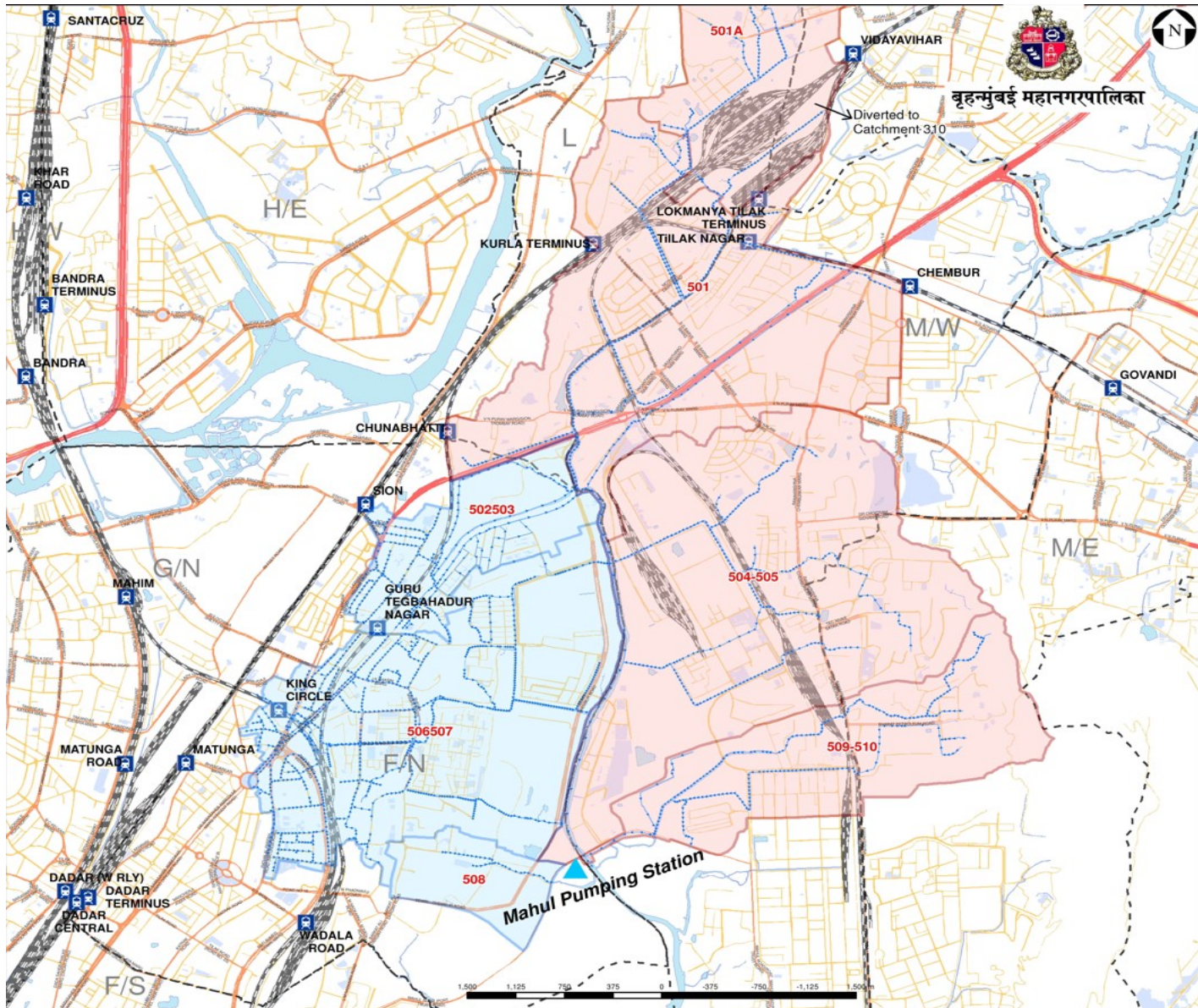
After deluge of 2005, Government of Maharashtra appointed a Fact Finding Committee under the Chairmanship of Dr.Chitale, to analyze the factors responsible for the situation that, aroused on July 26 & 27, 2005 in Mumbai and to decide the remedial measures thereat, so as to avoid the recurrence of the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

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

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

Present status of the Storm Water Pumping Stations

Sr. No	Pumping Station	Status
1	Haji Ali	Commissioned in May 2011
2	Irla	Commissioned in May 2011
3	Cleaveland	Commissioned in June 2015
4	Lovegrove	Commissioned in June 2015
5	Britannia	Commissioned in June 2016
6	Gazdarbandh	Commissioned in May 2019
7	Mogra	Land acquisition of private land is in progress.
8	Mahul	Land acquisition of private land is in progress.



Catchment area for Mahul SWPS Key Plan

2.0 Objectives of the Assignment

The objectives of this contract are to obtain the permissions namely MCZMA, MoEF/Forest, High court permissions for rehabilitation of mangroves as per the orders passed in PIL no. 87 of 2006 (Part I) and to provide the Project Management Consultancy (PMC) services (Part II) for day-to-day supervision of construction and M&E activities as per detailed design, involving co-ordination with the Contractors and client, contract management, dispute resolution, specialized contract advisory and various tax consultations during execution of project so as to execute the work of the said project in a time bound manner. Contract period of Part II will be started after completion of works of Part I.

Part I : Obtaining clearances from various authorities namely MCZMZ, MoEF/ Forest department, High court permissions for rehabilitation of mangroves as per the orders passed in PIL no. 87 of 2006, Fisheries department etc.

Part II : Project Management Consultancy up to completion of project.

- a. Scrutiny of contractor's submittals such as methodology, detailed designs, work schedules, QA/QC plans, safety plans, etc.
- b. Day to day supervision and monitoring of progress of work.
- c. Preparing and submitting progress reports.
- d. Conducting and attending review meetings and preparing minutes of meeting.
- e. Assisting in obtaining requisite permissions.
- f. Ensuring compliance with quality, health & safety and environmental norms / requirements.
- g. Prepare reports and Witnessing inspection and testing of construction materials, all the M&E equipments, etc.
- h. Measure quantities and record measurements.
- i. Completion of SWPS within stipulated time period.
- j. Mitigation of disputes, if any.
- k. To coordinate with contractors & other agencies for timely completion of activities.
- l. Certifying successful commissioning of the Storm Water Pumping Station.
- m. Certifying and submitting as build drawings.

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

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

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

1. Part I- Obtaining clearances from various authorities

A. Obtaining permission from Maharashtra Coastal Zone Management Authority (MCZMA)

- a. Submission of required applications/ forms in consultation with BMC and contractor.
- b. Submission of required documents to MCZMA e.g. AutoCAD layout of pumping station, superimposed layout etc in required scale and sections.
- c. Working on meeting agenda as prescribed by MCZMA and explain the importance of project to MCZMA.
- d. Preparation of required presentation and submission of the same.
- e. Co-ordinate / communicate with different authorities as and when required by MCZMA.
- f. Any other work/ activity required to obtain the permission from MCZMA.

B. Obtaining permission from Hon. High court for rehabilitation of mangroves as per the orders passed in PIL no. 87 of 2006.

- g. Submission of required application / forms to Hon. High Court.
- h. Submission of documents such as survey map, location, plotting etc as required to obtain the permission.
- i. Preparation of required presentation and submission of the same.
- j. Co-ordinate / communicate with different authorities as and when required to obtain the permission.
- k. Any other work/ activity required to obtain the permission.

C. Obtaining permission from MoEF/ Forest department:

After obtaining permission from MCZMA, appointed consultant shall obtain the permission from MoEF/ forest department.

D. Any other permissions required from time to time to start the execution work of pumping station

Note: Steps for obtaining the permissions mentioned above are only indicative, it is sole responsibility of appointed consultant to obtain the above-mentioned permissions from respective authorities following the applicable due procedure. Consultant shall carry out all

the works/ activities required to obtain the above mentioned permissions within stipulated time and no extra/ additional cost will be considered for the same.

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

- A. Conduct Kick off meeting between BMC, Contractors as and when required and as per schedule prepared and approved by the Employer.
- B. Contract administration and management of the project and the civil works contracts; interpretation of technical specifications and contract documents
- C. Scrutiny of successful Contractor's submittals such as,
 - a) Work Schedule/ Bar chart
 - b) Lab testing reports
 - c) Third Party Inspection report
 - d) Mechanical and Electrical Works
 - e) Automation and Instrumentation works
 - f) Any other allied works
 - g) QA / QC plans
 - h) Health and Safety Plan
 - i) Environment Management Plan
- D. Consultant shall administer the contract under the support of Employer's Engineer.
- E. Review and ensure conformity of contractor's securities in approved formats.
- F. Ensure requisite insurances have been received and they comply with the requirements of the contract.
- G. Review detailed designs, drawings, item provisions and specifications with respect to actual site conditions and suggest modifications, if required or deemed appropriate. If Any realignment, redesign/modification, any additional design for completion of the project is required, it will be done by the Contractor under the guidance of PMC without any extra cost including remuneration of personnel, equipment, software and office supplies;
- H. PMC shall also review the construction and health and safety manuals of contractor and ensure that these are according to the project requirements and would lead to a reasonably uniform finished product.
- I. Scrutinize the contractor's detailed designs & drawings, work program (PERT / BAR chart), suggest modifications, if any, to the program after a careful study and ensure the contractor complies with the program.

- J. Scrutinize and/or review contractor's superintendence, personnel and suggest modifications, if any.
- K. Scrutinize the contractor's mobilization of the Contractor's Equipment to ensure the nominated plant and equipment is delivered to the site in accordance with the contractor's program and that permits where necessary, are obtained in a timely manner including testing of the equipment based on best international industrial practices in conformity with Indian or international codes.
- L. Scrutinize the construction methods proposed by the contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
- M. Review compliance with the documentation and advance actions requirements, including securing of all statutory clearances and permits or handing over of site, and advise on issuing the notice to set the Commencement Date.
- N. Ensure all construction details are complete and modify the design and drawings wherever required due to founding level as a result of the change in the founding strata or any other reason at the time of execution and shall provide all assistance for the Employer to understand the designs.
- O. Scrutinize, approve and issue the Contractor's working drawings based on survey setting out details, and drawings for temporary works, as required under the contract in consonance with The Employer's requirements.
- P. Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings.
- Q. PMC shall also review and approve the time plan and the cost plan and identify any issues that may lead to probable cost or time overruns shall be informed in advance and sought approval of the Employer.
- R. To this effect, the PMC shall develop a risk matrix identifying the potential risks, probable mitigation measures and the owner of the risk and maintain the same for the entire project development period.
- S. PMC shall procure all the suitable project management softwares and server based on GC's recommendation with all modules required for resource management & finance planning etc.
- T. Carry out day to day supervision of all works as per approved method statements of various items of work and ensure proper supervision as per requirement.

- U. PMC shall monitor Contractor's activities on behalf of the Employer with goals of eliminating / minimizing adverse effects on public safety, traffic, residential and commercial activity, and the environment.
- V. PMC shall monitor & approve the traffic diversion plans submitted by the contractor and advice on improvements to be beneficial to the project as well as other road users.
- W. PMC shall monitor & approve the logistics plan submitted by the Contractors and ensure that the same adequately cover the environmental and traffic safeguards.
- X. PMC shall monitor & approve the muck disposal plans submitted by the contractors and assess in consultation with other contractors the disposal of construction debris cost effectively in advance to seek approval of the Employer.
- Y. Supervise the Contractor's work in all matters including safety, compliances quality and care of the work including environmental aspects and labour welfare.
- Z. Carry out regular inspection of the contractor's equipment, plant, machinery, installations, housing and medical facilities etc. and ensure they are adequate and are in accordance with the terms and conditions of the contract.
- AA. During construction stage detailed designs of the project components will be prepared by the Contractor and submitted to the PMCs for approval, Vetting & for GFC certification. The robust design shall be in line with the Employer's Requirement. The construction will commence only on the receipt of "Good for Construction" certificate from the PMC.
- BB. Review all mix designs proposed by the contractors and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure, and quality control measures, to ensure required standard and consistency in quality at the commencement of items.
- CC. Supervision and Contract Management (on the Civil, Mechanical/Electrical/Instrumentation work etc.) including techno legal advice in connection with the work.
- DD. Monitor closely and regularly the progress of work and advise the contractor about corrective measures and advise the client on progress of work at site.
- EE. Direct the contractor to carry out all such works or to do all such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and report the Employer thereof as soon thereafter as is reasonably practicable;
- FF. Maintain a day-to-day diary recording all events relevant to the Civil and M&E works.
- GG. Provide any or all of the supplementary services as per directions of the Engineer;

- HH. Verification of measurements of the works taken by the contractor's and employer's engineer.
- II. Advice & recommendations on variation, extra items and claims as per contract.
- JJ. Conducting / attending review meetings.
- KK. Preparing minutes of meetings.
- LL. Prepare monthly reports fully describing the progress of works including implementation of environment, social and the services rendered by the Consultant during the month under review, indicating also the problem areas and action required to overcome them.
- MM. PMC shall get all reports vetted through the Engineer.
- NN. Measure quantities of work, record measurements, and verify items/works quantities executed in the contractor's monthly statements.
- OO. Maintain a record of all measurements for the work quantities to be paid for and of all payments made;
- PP. Inspect the works on completion of the milestone for the whole of the Permanent Works, accept the works as per contract and inform the Employer. Indicate any outstanding work to be carried out by the contractor before issuing the milestone certificate or during the Defects Notification Period for the Permanent Works.
- QQ. Attending joint inspection testing with contractor, employer's engineer as well as with third party agency appointed by BMC, if any, for the equipments at the manufacturing factory / facility (in India/ abroad).
- RR. Witness 100% testing being carried out by staff of the Contractor and undertake additional audit tests as necessary to ensure the quality of works and promptly inform the contractor of the results;
- SS. Review the test results/certificates of all construction materials and/or sources of materials and undertake additional tests as necessary to assess the quality of works;
- TT. Maintain a permanent record of all tests carried out for monitoring the quality of works;
- UU. Coordination with various departments of the corporation and other consultants or Consultants employed by the BMC for any works having bearing on the works under these services.
- VV. Scrutinize contractor's proposal for temporary work, if any.
- WW. Prepare updated and additional drawings as required during the contract period and supply to the contractor in time;
- XX. Arranging the relocation of services including providing plans of the location of all services if not shown in sufficient detail on the plans, preparing correspondence for the

- Employer/Engineer, arranging meetings and generally ensuring that the Employer/Engineer is meeting the deadlines necessary to avoid delay claims from the Contractor
- YY. Assist BMC with data, drawings, information etc. for correspondence with outside agencies in connection with Mahul SWPS project and to give expert advice on the matter related to the project within stipulated time period.
- ZZ. Determine deficiencies in works during construction, DLP and O&M period, prepare the final acceptance document for acceptance of the Employer.
- AAA. To assist BMC / Contractor for getting statutory permissions/clearances such as Fire department, CCOE, Electrical Inspector, MPCB, CTS no., Building Proposal department etc.
- BBB. To assist and advice BMC on any other additional work which may be unforeseen, required for successful completion of project work and also approve the same if required.
- CCC. Ensure compliance with statutory provisions under various applicable laws during execution of project.
- DDD. Review the IEE (Initial Environmental Examination) report and update the Environmental Management Plan (EMP) and Environmental Monitoring Plan (EMOP) required for the completion of Project.
- EEE. Ensure that the contractor implements the EMP.
- FFF. Any cost for obtaining all environmental clearances, NOCs / approvals from State and Central Government Authorities and any other clearances that maybe required by law during construction, execution and DLP shall be the responsibility of the contractor and the PMC shall assist the contractor for the same.
- GGG. To set the physical and financial milestone of the project before commencement of the work.
- HHH. Provide commissioning and start-up assistance, assist in conducting Acceptance Tests on site during commissioning and suggest & implement remedies in case of difficulties in commissioning.
- III. Issue Acceptance Certificate.
- JJJ. Scrutiny of operation and maintenance manuals.
- KKK. Determine deficiencies in the warranty, prepare the final acceptance document for acceptance of warranty. Prepare and issue Defect Liability certificate through BMC Engineers.
- LLL. Approval of “As Built drawings” prepared by contractor.

- MMM. To advise with facility management and/or operations after the commissioning and start-up whenever required.
- NNN. Suggest and conduct training of BMC's personnel.
- OOO. Provide any or all of the supplementary services (through Provisional Sum) as per directions of the Engineer.
- PPP. The Scope of services will include all such activities required for timely & satisfactory completion of work.
- QQQ. During the progress of work, due to site conditions if it necessitates any change in design/methodology, then scrutinize Contractor's proposal, give back office support & expert advice to BMC / contractor for successful execution of work.
- RRR. To resolve any difficulty / problem arise during the execution of project for successful completion of work.
- SSS. As a conflict of interest, the PMC who will be awarded works shall not be permitted to work as designer/ consultant of the contractors for that particular work as well for any other work awarded to same contractor. However, they can work as designer/ consultant of the other contractors of other works.
- TTT. To co-ordinate with the Consultant / Contractor entrusted for work of Mahul SWPS regarding smooth execution, functioning and commissioning of projects.
- UUU. BMC's decision shall be final and binding on all the concerned parties i.e. Consultants, contractors etc.
- VVV. For expediting the work any instructions given by the Engineer in-charge in the benefit of the project shall be binding on all the concerned parties i.e. Consultants, contractors etc.

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

The scope of work under this consultancy is the construction supervision work under the Mahul SWPS Contract to be awarded by Brihanmumbai Municipal Corporation. It is expected that the Consultant will do project scheduling, avoid delays / changes in construction and minimize disputes thereby keeping control on scope of work. The Consultant shall make optimum use of design and construction firm's skills and talents to enhance construction quality with scheduled progress.

It is expected that, Consultant shall monitor daily progress of the work; keep record of equipment employed as well as manpower deployed on each of the contract works separately. The formats for keeping such records shall be finalized with the engineer of the contract and shall be used to monitor daily progress or shift wise progress, when construction at site starts. The Consultant shall have to employ the required technicians as directed by the engineer of the contract depending on site requirements and conditions, i.e. when actual two shift working starts the Consultant shall provide technicians in all the shifts for working.

There shall be minimum one technician for supervising construction activity as required in all shifts at site.

The qualifications and experience of the technical personnel are detailed in these specifications. The general duties of each category are specified for clarity but would not be limited to the duties specified, since the Consultant's responsibility would be that of all inclusive supervision, which includes technical matters and time management. The Consultant would advise the contractors on various technical matters only in consultation with the Engineer of the contract. Also the Consultant should see that contractor is performing his duties with all possible time management skills without sacrificing quality of work.

The scope in brief for the services required under this consultancy work is as under.

Pre-Construction.

It is expected that Consultant shall take in to account and study the following pre-construction stage planning.

Environmental Impact.

- a) Study of environmental clearance obtained from competent authority and further to get the required clearances / revalidation etc.
- b) If any impact is foreseen guide employer in resolving the same.

c) Study EIA report or any other additional report for Mahuland take compliance of the same.
Economic factors which would cover the following &not limited to these
<ul style="list-style-type: none"> a) Project Management Planning. b) Construction Supervision and Quality Management (Civil/M&E/Instrument). c) Time Management. d) Contract Administration. e) Cost Management f) Safety Management. g) Professional Construction Management.
Project Management Planning
The Consultant would take into account the following.
<ul style="list-style-type: none"> i. Details of the equipment's required along with spare parts for these equipment. ii. Details of procurement of equipment from the agency/agencies. iii. Investigation &selection of materials and approval. iv. Availability &assessment of all infrastructure facility. v. Requirement of land for establishing the various activities of the work. vi. Arrangements for curing and continuous as well as standby power supply. vii. Positioning of the batching plant, if required. viii. Details regarding allotment of spaces for staff/ Site office. ix. Details of storage spaces for materials. x. Details of safe storage places for explosives if any. xi. Establishing a testing laboratory for in-situ testing. xii. Criteria for mix design of RCC to suit the geographical, climatologically and environmental conditions.

- xiii. Preparation of an instrument platform to check the suitability of mix design.
- xiv. Specifications for final mix design.
- xv. Trained personnel in laboratory with sufficient spaces.
- xvi. Proper medical facilities.
- xvii. Provision Safety aspects of the working personnel, machineries etc. as may be required.

Pre- Construction Conference.

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

a. Employer.

b. Employer’s Representative.

c. Contractor’s Design Professionals, if any.

d. Contractor.

e. Project Manager of the contractor

f. Contractor’s Superintendent.

g. Major Subcontractors.

h. Safety officer of the contractor.

i. Other agency as the employer or the bidder suggests

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

Preliminary contract schedule

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

Contract schedule.

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

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

- a. Update the data of all the completed and in-progress activities.
- b. All accepted changes and all changes from change orders as well as field orders. The Consultant is not authorized to issue any change orders or field orders without prior approval of the employer.
- c. Accepted modifications to the methods of accomplishing the work. The Consultant is not authorized to agree any modifications to the methods of accomplishing the work without prior approval the employer.

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

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

Submittal schedule.

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

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

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

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

Construction drawings

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

Submittal Process

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

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

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

Consultant will review the drawings submitted by contractor and submit his acceptance with stamp to the employer for approval.

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

Product Data and Samples.

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

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

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

Foundation Exploration, foundation treatment

Study of geological explorations carried out by the contractor.

Analysis of geological data by a qualified geologist and bore hole logging based on geotechnical details.

Suggestion of detailed treatment required, if any.

Inspection, Testing and Test Reports.

The Consultant shall witness the tests on behalf of employer as directed by the employer. The Consultant shall depute the suitable experienced staff for these services. Test reports are written documents prepared by the laboratories reporting on examinations

performed on materials used in the construction. The test reports shall be submitted to the employer for his approval.
The Consultant is not authorized to issue the dispatch clearance of the inspected material if found in order as per the relevant standard or as per the requirements of the contract, but must determine it's acceptability. The employer will issue the required dispatch clearance of the respective material after review of the test reports.
During Construction.
Construction Supervision and Quality Management.
The Consultant shall provide the minimum services as detailed below.
On site Office infrastructure has to be developed by the Consultant. Unfurnished office space admeasuring about 50sq.m. (or as available at the site) will be allowed to be used on work site to the Consultant for office. The Consultant is expected to develop office infrastructure such as furniture, computers, facsimile, photocopying etc. suitable for site activities. The cost of this development is deemed to have been included in the Contract Cost.
Day to day supervision of all construction activities of the works &other related construction activities under the Construction contract being executed by BMC at the site, by providing the employed supervisory staff who meets the required qualification and experience criteria.
Certification of quantities executed by the construction contractor/s in consultation with municipal supervisory staff. The responsibility of certification of bills would rest with the Municipal Engineering staff.
Project planning and implementation in consultation with municipal and contractors' agencies. Coordination with the municipal and contactors' agencies on day-to-day basis so that the required progress of the project is achieved.
To verify the list of items and quantities of all items in the BOQ and propose modifications to the same, if necessary, for the approval of the Employer.

Quality Management.

Quality assurance of works executed at site conforming to contractual and other relevant standards and it's reporting in the standard format. Also, to direct the contractors to take all necessary steps including those mentioned in the construction contract to protect the environment (on and off the site) due to construction activities/operations.

The Consultant shall establish and monitor the following.

Quality management planning and implementation procedures and requirements.

Quality control ensuring that work is being performed as per specifications and that work is being checked prior to its acceptance.

Quality assurance verifying that quality control tasks are being performed.

Continuous quality improvement continually pursuing improvement in the quality of the construction process.

The Consultant shall provide the following qualified personnel for carrying out the services for construction supervision.

Qualification of Resident Engineer(Civil)

- i. The person to be nominated as Resident Engineer (Civil) shall be acceptable to BMC and shall possess qualifications and experience as specified at ITB.
- ii. He 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)*
- iii. Conversant with computers, self-correspondence and project management and safety techniques

Qualifications of Construction Supervisor :

- i. The construction Supervisor shall be Graduate/Diploma in Civil Engineering.

- ii. He shall have 5 years“ of experience in case graduate and 7 years“ experience in case of diploma of working on concrete of large structures as well as experience in laboratory instrumentation, testing methods, interpretation of testing results etc. Preference would be given to the persons who have knowledge of IS codes / standards in testing methods.
- iii. 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.
- iv. He shall generally be of age not less than 30 years and preferably not more than 45 years.
- v. He should be conversant with computers and keeping daily records on project management software.
- vi. He should be conversant with local languages in the area of work.

Qualifications of Quality Control and Safety Technician:

- i. The quality control and safety technician shall be Graduate/Diploma in Civil engineer.
- ii. He shall have 5 years“ of experience in case graduate and 7 years“ experience in case of diploma of working as Quality Control Engineer on concrete structure as well as conversant with safety norms be followed while execution of large concrete structures.
- iii. 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.
- iv. He shall generally be of age not less than 30 years and preferably not more than 45 years.
- v. He should be conversant with computers and keeping daily records on project management software.
- vi. He should be conversant with local languages in the area of work.

Duties of Resident Engineer:

The duties of the Resident Engineer would be :- to supervise construction of the work and to test or order to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the contractor of any of their duties or obligations under the works contract nor to order any works involving delay or any extra payment. He shall not make any variation of quantities or rates in the works without employer’s approval. The Engineer (BMC) may from time to time delegate to the resident engineer any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall

not take effect until a copy thereof has been delivered to the client and the contractor.

The principal responsibilities of the Resident Engineer are likely to be as follows.

- i. He shall be overall in charge of all supervision work. He will have to work in coordination with Engineer of the contract and his representative at the site of the work
- ii. He would give all the technical guidance to the Quality Engineer and juniors working in the shift and shall be responsible for quality of the work.
- iii. He would prepare various types of format to keep records of progress at site, materials consumed, manpower utilized, and equipment at site and in use, equipment lying idle or under repairs etc. These types of reports should be devised for keeping records in such a way that it would be useful for identifying delays. Useful in arbitration cases etc.
- iv. He shall see that no. of stores are constructed by the contractor before starting the construction and have sufficient capacity to keep continuous concrete to go on.
- v. He shall be responsible for safety of the workers working on different sites under his supervision as well as safety of other temporary structures being erected by the contractors.
- vi. He shall see that all the raw material for a period of at least one month is available in stores provided for at site for continuous concreting.
- vii. He shall be responsible for devising & approving PERT program for timely completion of works
- viii. He shall monitor the progress weekly and report to Engineer of the contract in the form of progress report and exception report (delay report) with reasons and recommendations to complete the work on schedule.
- ix. He shall verify the quantities of all items in the BOQ and propose modifications to the same, if necessary, for the approval of the Employer. The Consultant should use computer technology for survey, quantity assessment and drawing amendments.
- x. He shall record all measurements of work in measurement books. All quantity measurements and calculations required for payment purposes to be verified as checked by the site engineer or other prescribed person and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract documents. The Consultant should use computer technology for quantity measurement and records.

- ix. To identify construction problems, delays and recommend to the Engineer actions to expedite progress if the works fall behind schedule.
- x. In consultation with the Engineer, to interpret and apply the contract provisions, in particular with respect to claims submitted by the contractors for time extensions and/or extra payments and in general with respect to the contractor's performance and compliance with his contractual obligations.
- xi. In consultation with the Engineer direct the contractor to carry out such works or to do such things as may be necessary in the resident engineer's opinion to avoid or to reduce the risk of any emergency affecting safety of life or of adjoining property, and to advise the Engineer for such exigencies.

Duties of Construction Supervisor :

- i. He will supervise the daily concreting activity /operations in progress and see that all proper precautions are taken as per the guidance from Resident Engineer to maintain construction quality & workmanship as per specifications.
- ii. He shall keep records of daily / shift wise progress of work including material consumed in construction.
- iii. He shall keep record of manpower and machinery utilized in the shift.
- iv. He shall compile the progress at the end of each month to formulate the monthly measurement book to facilitate the monthly payments to the contractor.
- v. He shall see that, the progress of the work is not hampered for any technical or local reasons. It shall be immediately reported to his superiors as well as representative of BMC engineer of the contract. Also he shall report any anomalies noticed to the superiors as well as BMC representative from time to time.
- vi. Any other as directed by Project Manager and R.E.

Duties of Quality Control and Safety Technician:

- i. He will take pour samples from each batch of concrete activity in progress to see that all proper precautions are taken as per the guidance from Resident Engineer to maintain construction quality as per contract specifications.
- ii. He shall keep records of daily / shift wise quality checks performed and submit detailed quality control test statements on regular basis

while construction activity and coordinate checks with instrument technician for quality control.

- iii. He shall keep record of manpower and machinery utilized in quality control and see that all equipment for quality control is in healthy condition.
- iv. He shall see that, the progress of the work is not hampered for any quality control checks not performed, for manpower or machinery shortage and all consumable used are fresh and in sufficient quantities. Any problems shall be immediately reported to his superiors as well as representative of BMC engineer of the contract. Also he shall report any anomalies noticed to the superiors as well as BMC representative.
- v. Any other as directed by Project Manager and R.E.

Time Management.

To assist/advise the employer in handing over the sites/change in priority of works or activity and in establishing milestones (if any) for completion of contracts in time.

Cost Management.

To prepare as necessary detailed recommendations to the client for contract variations and addenda to ensure the best possible technical results are achieved with the available funds.

Minimize the cost by planning so that all the work are completed before time schedule and by simple & reputed testing lab equipments and technology, construction techniques and equipment and familiar quality control field tests and procedures and use of indigenous technology by the qualified engineers.

Guide the employer to curtail the construction period without affecting the quality of work.

To prepare revised estimates etc., if required and accordingly advise the client in modifying the cash flow estimate.

To assist and guide employer in Granting claims to any of the agency.

To assist and guide employer in Ordering any works/ test beyond the scope of the contract.

Determining rates for the extra items/extra work.
Any variation in the contract conditions and advice for preparation of technical proposals in consultation with municipal staff for variations.
Study the contract conditions/specifications and point out the employer the probable contract clauses/specifications which may lead to price implication at later stage and guide the employer in resolving the same without affecting the quality and completion schedule of the work.
Contract Administration.
The consultant must have or set up a back office in Mumbai / Navi Mumbai and set up a site office in the space provided (approx. 50 sq. mtr.) at the site.
Technical Back office support
Total Back office support for activities as detailed elsewhere in this document.
Technical inputs on the issues arising during construction and commissioning of the project as detailed elsewhere in these specifications with the help of experienced staff available in the office of the Consultancy firm. Day to day presence of the back office staff is not envisaged but they will have to attend meetings at site and other project related offices to resolve the issues.
Preparation of Project Monitoring Reports, bar/PERT chart preparation and updating for BMC, monthly progress reports, information and monitoring reports to BMC / Funding agency(if any), etc. The formats and periodicity will be finalized in consultation with BMC staff. Three copies of the report shall have to be submitted along with the soft copies.
The Consultant are expected to provide the project management software with all modules required like resource planning & finance planning etc. and suitable for use on the intranet by the Consultant as well as site staff for creation of pert network and dynamic updating of the same by the respective site staff. The staff should have separate user ids and passwords to identify the entries made in the network. The cost of this software, a server for installation of this software, a computer table, chair and full-fledged training to all the site staff shall be included in the item of this software
To prepare specific engineering reports including financial implications when requested by the Engineer, which shall include an analysis of the problems, encountered and proposed solutions.
To write a daily project dairy which shall record all events pertaining to the administration of the contracts, requests from and orders given to the contractors, and any other information which may at a later date be of assistance in resolving queries which may arise concerning the execution of

the works and shall be submitted to Engineer in charge.
To assist the client in providing clarifications/explanations to observations, if any, made from time to time by the Auditor.
Follow up of Issue of drawings to contractors wherever required and approval of contractor's drawings as the case may be.
Technical opinion on the issues related to project works.
Design backup and vetting of drawings during construction for works and any other additional works, if assigned subsequently including works due to any changes
Support Services during Arbitration/litigation proceedings
Support services on technical, matters of the Work-contract during arbitration matters/litigation, if any, shall be provided by the Consultant till expiry of Professional Liability Period.
Safety Management
The Consultant shall review and monitor the safety aspects during the progress of construction activity in consultation with the contractor.
The Consultant shall strictly adhere to the safety norms laid down by the respective statutory authority for similar type of volumetric work.
The Consultant shall also verify the various insurance taken out by the contractor as per the contractual provisions.
It will be the sole responsibility of the Consultant to review the safety provisions required to be maintained by the contractor and if any lacuna is observed the same should be informed to the employer immediately.
Post Construction.
Other responsibilities of the Consultant will be to carry out all such duties which are essential for the effective implementation of the construction

contracts including but not limited to, the following :
To prepare; in consultation with the client a construction supervision manual defining routines and procedures to be adopted to contract management, construction supervision and administration of the contracts and a maintenance manual for defects liability period & beyond.
To prepare in consultation with the employer guidelines to be adopted by the employer during the defects liability period and for a further period of 5 years.
To prepare a detailed sectional/final completion report for each contract and complete team's final report for the project.
To assist and guide the employer in obtaining the special guarantees, if any, for a particular work/equipment from the contractor after completion of the work.
To assist the and guide the employer in taking over of completed works from the contractors in particular by preparing lists of defects to be corrected by the contractors.
To prepare the notice of completion of work after total completion of the work.
To prepare a training manual outlining the training procedures and to impart on the job training to the employer's personnel associated with the project.
Actions Requiring Specific Approval of The Employer :-
The Resident Engineer will be required to obtain the specific approval of the BMC (employer) in respect of the following :
Approving & subletting of works
Granting claims to any of the agency
Ordering suspension of the work
Determining an extension of time
Waving off the penalty and arranging the repayment of compensation for delay.
Issuing a variation order.
Ordering any works/ tests beyond the scope of the contract
Determining rates for the extra items/extra work
Any variation in the contract conditions.

Other Requirements.

Co-ordination with different departments.

Study of hydrology and preparation of reports, if required.

Co-ordination with department of rehabilitation, if required.

If the PMC fails to get the work done as per Terms of Reference then the penalty per lapse as decided by the Engineer shall be levied on PMC and shall be deducted from due payment to the PMC.

4.0 Manpower Requirement:

Consultant shall provide minimum numbers of Key and Non Key staff with desired technical qualification/personnel capabilities as mentioned in section 12.3 of ITB.

5.0 Mode of Payment

Part I ; Obtaining clearances from various authorities

Activity	Percentage of total cost of Part I
Obtaining permissions from MCZMA	30%
Obtaining permissions from MoEF/ Forest department	20%
Obtaining High Court's permission for rehabilitation of mangroves	40%
Other Pre Construction NOC	10%

Part II : Providing services of Project Management Consultancy

Activity	Percentage of Total cost of Part-II
PHASE- I Pre - Construction Works	
Completion of Pre Construction activities in addition to the scope of work of Part I, if any.	3%
PHASE-II : SERVICES DURING PROJECT EXECUTION	
As per financial progress of work contract i.e. proportionate to the certified amount of R.A. Bill for work of Mahul SWPS.	80%
PHASE-III : Post-Construction Works	
Tests on completion, commissioning & Final Acceptance Certificate	5 %
Verification of "As Built" drawings.	5 %
Certification of final bill of the contractor by BMC	5 %
One Year after commissioning of SWPS	2 %

Time allotted to complete the works:

Activity	Time Period
Part-I	06 Months (Including Monsoon)
Part II	30 Months (Excluding Monsoon) after completion of Part I

SECTION - VIII
TECHNICAL PROPOSALS- STANDARD FORMS

Form of Technical Bid Submission

To:

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

Sir,

I/We have read and examined the following documents relating to work of “Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan Land in F/North ward.”

- vi. The tender notice
- vii. The said Tender
- viii. Special Instructions to Bidders for e-tendering.
- ix. Instructions to Bidders
- x. General Conditions of Contract (GCC)
- xi. The Terms of References (TOR)
- xii. Tender Forms and Formats
- xiii. Pro-Forma of Bank Guarantee
 - (a) B.G. for Mobilization Advance.
 - (b) B.G. for Performance security.
- xiv. Form FIN-1.
- xv. Drawings, if any
- xvi. Pre bid Minutes
- xvii. Addendum, Corrigendum, if any.

I/We (full name in capital letters starting with surname), the proprietor/managing partner/Managing Director/Holder of the business for the establishment/firm/registered company named herein below do hereby offer to carry out the work of “Consultancy services for Planning, Designing, Preparation of bid documents and obtaining various NOC’s and Project Management Consultancy for proposed Mahul Storm Water Pumping Stations on salt pan

land in F/North ward.)” referred to in the Terms of Reference accompanying form of contract at the rates entered in the Bill of Quantities and signed by me/us.

- xviii. I/We hereby tender for Consultancy Services for the Tender stage assistance and Project Management, supervision of the works referred to in the aforesaid documents, upon the terms and conditions 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.-----, I/We have deposited the amount online with as specified in instruction to Bidder, Brihanmumbai Municipal Corporation.
- xix. 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).
- xx. 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.
- xxi. 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
- xxii. I/We fail to keep the tender open as aforesaid.
- xxiii. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
- xxiv. I/We do not commence the work on or before the date specified in the work order.
- xxv. I/We do not fulfill the mandatory conditions as stipulated.
- xxvi. 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.
- xxvii. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us that any information given by me/us in this tender is false or incorrect, I/We shall compensate the Brihanmumbai Municipal

Corporation for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation to any ground whatsoever.

- xxviii. 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.
- xxix. 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:

Annual Turnover Form

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

An escalation rate of 10% p.a. can be applied to annual turnover of previous years to arrive at current year turnover value.

Note: Above figures shall tally with the audited balance sheets uploaded by the tenders duly certified by chartered accountant.

Signature of authorized signatory

Form TECH -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

Signature of authorized signatory

Form TECH - 2A:
Bidder's Organization and Experience

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

Signature of authorized signatory

Form TECH - 2B

Firm's Relevant Experience References

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

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

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

Form TECH - 3
Team Composition and Task Assignments

xxx. Project Staff

Sr. No.	Position	Name of the person proposed	Permanent staff for 2 years (yes/no)	Qualification	Experience	Task Assigned
1	Project Manager-Civil					
2	Resident Engineer - Civil					
3	Mechanical Engineer					
4	Electrical Engineer					
5	Geo-tech expert					
6	Structural Engineer					

xxxi. Support Staff

Position	Name of the person proposed	Qualification	Experience	Task Assigned

Signature of authorized signatory

Form TECH - 4

Deleted

Form TECH - 5

Curriculum Vitae (CV) for proposed Key Expert

1. General

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

2. Education:

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

3. Employment record relevant to the assignment:

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

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

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

4. Membership in Professional Associations and Publications:

5. Language Skills:

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

6. Adequacy for the Assignment:

Detailed Tasks Assigned on Bidder's Team of Experts:

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

7. Certification:

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

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

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

Date: *Day/Month/Year*

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

Full name of Key Expert/ authorized signatory:

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

Form TECH - 6

Historical Contract Non-Performance

[The following table shall be filled in for the Bidder and an undertaking 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

xxxvi. Black Listing or debarment proceedings ongoing or completed by any Govt./ Semi-Govt. works during last three years.				
Sr. No.	Name and location of project	Name and address of client	Remarks regarding blacklisting of debarment ongoing/completed	No. of years of debarment/blacklisting
xxxvii. Pending Litigation				
<input type="checkbox"/> No pending litigation 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>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i>	<i>[insert amount]</i>	

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

(This is a draft format)
(On Rs. 200/- Stamp Papers)

UNDERTAKING CUM INDEMNITY BOND

We, (1) Mr. _____, (2) Mr. _____ and (3) Mr. _____ aged (1) _____ yrs. (2) _____ yrs. and (3) _____ yrs. respectively; Proprietor/Partners/Directors/Power of Attorney holders of the Firm _____ having its office at _____ hereby give an UNDERTAKING CUM INDEMNITY BOND as under :

The Brihanmumbai Municipal Corporation had published the tender notice for the work of **“Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan Land in F/North ward.”**

AND WHEREAS I/We want to participate in the said Tender procedure, I/we hereby give an Undertaking-cum-Indemnity Bond as herein after appearing:-

I/We hereby agree and undertake that my/our Firm is not under any penal action such as Demotion, Suspension, Blacklisting, De-registration etc. by any Government, Semi Government and Government Under-taking etc.

I/We hereby further undertake to communicate if my/our Firm comes under any penal action such as Demotion, Suspension, Blacklisting, De-Registration etc. by any Government, Semi Government, and Government Under-taking etc.

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

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

Place:

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

Date

Identified by me,

BEFORE ME,

Note: In case the firm qualifies on the basis of credentials of the Parent Company, then the Indemnity Bond is to be signed by the Parent Company.

Form TECH-7: Expert Schedule¹

No.	Name of Expert /Position /Category (International or Local)	Professional Expert input (in the form of a bar chart) ²												Total man-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	Home/Field	Total	
	Key Experts															
ex.	Mr. XYZ	[Home]														
		[Field]														
1																
2																
n																
											Subtotal					
	Non-Key Experts															
1		[Home]														
2		[Field]														
n																
											Subtotal					
											Total					

Signature of authorized signatory of concern/company

xxxviii. 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.).

xxxix. 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.

Form TECH - 8 : Work Schedule

No.	Activity ¹	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	N
1														
2														
3														
4														
5														
n														

Signature of authorized signatory

- x1. Indicate all main activities of the assignment as defined in TOR covering total contract period.
- xli. Duration of activities shall be indicated in the form of a bar chart.

SECTION -IX

FINANCIAL PROPOSALS – STANDARD FORMS

Form FIN-1: Financial Proposal Submission Form

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

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

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, as per the online submission in SRM module, 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 that 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:

Form FIN-2

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

ITEM NO.	Description	Unit	Cost in INR
1.	Part I: Obtaining clearances from various authorities as mentioned in Section V scope of work.	Lump sump	43,59,025/-
2.	Part II: Providing services of Project management consultancy as mentioned in section V scope of work.	Lump Sump	11,48,25,000/-
	Total		11,91,84,025/-

Note:-

1. Online tender filled in either percentage plus or minus (above or below), or at par. (There is no separate provision to quote % in physical form, this is a part in Header Data of online Tendering). For Packet 'C' tenderer(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes his percentage variation figures. **(If entered '0' it will be treated as 'at par'**. By default the value is zero only).
2. **This form is only for reference.** Bidder should not enter any cost for the physical submission and the cost shall be entered online in packet "C" only.

SECTION-X
ANNEXURE and APPENDICES

APPENDIX-A:
CONTRACT AGREEMENT FORM

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

Tender/Quotation _____ Dated _____
Dir(E.S.&P.)'s sanction/ Standing Committee Resolution No. _____
_____ Contract for "Providing services of Project Management
Consultancy for proposed Mahul Storm Water Pumping Station on salt pan land inF/North
ward."

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 Director (E.S.&P.) (hereinafter called "the Commissioner" in which expressions are included, unless the inclusion is inconsistent with the context or meaning thereof, his successor or successors for the time being holding the office of Director (E.S.&P.) of the Second Part and the Brihanmumbai Municipal Corporation (hereinafter called "the Corporation") of the third part.

WHEREAS the Consultants have tendered for the work described above and their offer has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation).

NOW THIS AGREEMENT WITNESSES as follows:-

- xlii. In this agreement, words expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract for work hereinafter referred to.
- xliii. 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) Special Instructions to bidders for e-tendering.
 - (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
 - xliv. B.G. for Mobilization Advance.
 - xlv. 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, “the Consultants” hereby covenant with the Commissioner to carry out the work of “Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on salt pan land in F/North ward.” in conformity in all respects with the provisions of the contract.

4) The Commissioner hereby covenants to pay to the Consultants in consideration of carrying out the the work of “Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on salt pan land in F/North ward.” the Contract price i.e. Rs. _____ (in words _____) including GST) at times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals, on the day and year herein above written

The common seal of the Municipal Corporation)
 of Greater Mumbai was hereunto affixed)
 in the presence of two members of the)
 Standing Committee of the Corporation

1) _____)

2) _____)

& in the presence of the Municipal Secretary) _____

SIGNED and DELIVERED by the within-named)

Shri. _____)

Director (E.S.&P.))

in the presence of)

1. _____)

2. _____)

The Common Seal of)

M/s. _____ has)

been hereunto affixed pursuant to)
the Resolution of the Board of)
Directors, dated _____)

in the presence of)

Note : The successful Consultant will have to pay for preparing contract documents, legal charges and stationary charges as mentioned in Instructions to Bidders, clause 28.

APPENDIX-B

PERFORMANCE BANK GUARANTEE

(To be executed on Rs.100/-Stamp Paper and BG will attract stamp duty as per Stamp Act.)

KNOW ALL MEN AND THESE PRESENTS WITNESS that WE BANK, a Banking Corporation constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 carrying on business of Banking in Mumbai and at other places in India and having its Head Office at.....
.....and Branch Office at.....hereinafter referred to as 'the said Bank'.

WHEREAS the Brihanmumbai Municipal Corporation hereafter referred to as BMC has invited tenders for execution ofhereinafter referred to as 'the said work.

AND WHEREAS M/s..... has /have responded to the said tender and having been declared as the successful tenderer has /have agreed to execute the contract for the said work as per the terms and conditions of the tender-document.

AND WHEREAS the terms of the tender document require that the successful tenderer shall furnish to the BMC a Performance Guarantee of Rs.....(Rs.....) for faithful compliance of the terms and conditions contained in the tender document the work awarded under the tender.

WE Bank to hereby undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (Amount of guarantee) as aforesaid without BMC needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between BMC and the consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

WE.....do hereby undertake and agree to pay to the Director(ES&P), of the BMC the amount due under this guarantee. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....Rupees.....).

WE..... Bank, hereby further agree that the Guarantee herein contained shall remain in full force and effect

during the period and till the work awarded under the tender is faithfully executed the obligation under the tender document and the agreement is discharged by M/s..... to the satisfaction of the Director(ES&P) of Brihanmumbai Municipal Corporation.

WE Bank further agree and undertake to extend the period of this guarantee from time to time.

WE..... Bank hereby further agree with the Director(ES&P) or his successor or successors that the BMC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the tender document. The agreement and the contract entered into with theof the BMC by M/s.....

WE Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Director(ES&P) of BMC in writing.

Date this.....Day of

WITNESS:

BANK

APPENDIX-C

PARENT COMPANEE GUARANTEE

(To be prepared On Parent Company Letterhead)

THIS DEED OF GUARANTEE (“**Guarantee**”) is made on the ___ day of _____ 20__ at _____ Between _____ whose registered office is situated at _____ (hereinafter called the “**Guarantor**”) which expression shall include its successors and assigns) of one part And

Brihanmumbai Municipal Corporation whose principal office is situated at Municipal Building, Mahapalika Marg, Fort Mumbai 400001 (hereinafter called BMC) of the other part

WHEREAS the BMC has invited tenders by its invitation to tender dated the _____ day of _____ 20__ for the “ **Providing services of Project Management Consultancy for proposed Mahul Storm Water Pumping Station on Salt Pan Land in F/North ward.**”

AND WHEREAS (name of the Tenderer) _____ whose registered office is situated at _____ (hereinafter called the “**Consultant**”), in response to the BMC’s invitation, has submitted an offer for a consultancy contract with respect to the Project to be entered into with the BMC (the “**Contract**”);

AND WHEREAS the conditions of the BMC’s invitation require that the Consultant’s offer be supported by a parent company guarantee;

NOW THEREFORE, in consideration of the BMC awarding the Contract to the Consultant and the Consultant entering into such Contract, the Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing:

The Guarantor hereby covenants with the BMC as follows:

1. The Guarantor will in all respects unconditionally, without demur, guarantee the due and proper performance of the Contract and the due observance and punctual performance of all obligations, duties, undertakings, covenants and conditions by or on the part of the Consultant contained therein and to be observed and performed by it, which guarantee shall extend to any variation or addition to the Contract.
2. In the event of the Consultant failing to carry out, observe or perform all or any of the said obligations, duties, undertakings, covenants and conditions under the Contract (unless relieved from the performance of any part of the Contract by statute or by the decision of a court or tribunal of competent jurisdiction) the Guarantor will be liable for and shall indemnify the BMC against all losses, damages, costs and expenses whatsoever which the BMC may incur by reason or in consequence of any such failure to carry out or observe. For the avoidance of doubt, it is hereby clarified that the obligation to indemnify as covered within this clause is separate and independent of the obligation under clause 1 of this Guarantee. For greater certainty, the maximum aggregate amount of liability of the Guarantor under this Guarantee shall not exceed the maximum aggregate amount of liability of the Consultant under the Contract.

3. The Guarantor shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:
 - 3.1 Any alteration to the nature or extent of the services or otherwise to the terms of the Contract;
 - 3.2 Any allowance of time, forbearance, indulgence or other concession granted to the Consultant under the Contract or any other compromise or settlement of any dispute between the BMC and the Consultant (but so that the BMC shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Consultant shall have complied with such terms.
 - 3.3 The liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity or any change in the name, composition or constitution of the Consultant or the Guarantor.
 - 3.4 Discharge of other guarantors in relation to the Project.
 - 3.5 Any act or omission of the BMC, which adversely affects the rights of the Guarantor.
 - 3.6 Termination of the Contract to the extent of the obligations existent at the time of termination.
4. This Guarantee is a continuing guarantee and accordingly shall remain in operation until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Consultant under the Contract shall have been satisfied or performed in full. Notwithstanding anything to the contrary, this Guarantee shall cease to be in operation at the Contract Completion Date provided that this Guarantee shall continue in effect in respect of any obligations required to be performed by the Consultant. This Guarantee is in addition to, and not in substitution for, any other security which the BMC may at any time hold for the performance of such obligations, and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Consultant.
6. This Guarantee shall be governed by and construed in accordance with the laws of India.
7. The BMC will have a right to assign the rights under this Guarantee without any prior written notice to the Consultant or the Guarantor.
8. The Guarantor hereby agrees that in case of a breach of the obligations under this Guarantee or in case of enforcement of this Guarantee, the BMC shall have a right to seek specific performance in addition to the other remedies available under law.

Authorized Signatory *

Date

Name and Address of Guarantor

Seal of the Guarantor

** Provide Power of Attorney for authorized signatory which must be a director of the Guarantor firm*

APPENDIX-D

List of Documents submitted by earlier Consultants

Note: For the tendering purpose, following reports /documents would be available for inspection and reference in the office of Dy.Ch.E.(M&E) SWD Projects during office hours.

Sr.No	Documents
1.	BRIMSTOWAD-II Master Plan Report

Annexure- E
(On Rs. 500/- Stamp Paper)

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 others, any information provided by the BMC as part of the business relationship, regarding

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

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

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

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

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

1. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

1. “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;

2. “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

3. “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

Annexure- F
(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

Annexure- G

Following mentioned circulars are applicable to bidders:

1. Circular No. DMC/CPD3217 dtd 02.03.2019 regarding Grievance redressal Mechanism.
2. Circular No. MGC/F/8659 dtd 07.09.2019 regarding Arbitration & Jurisdiction.