

**BRIHANMUMBAI MUNICIPAL CORPORATION**  
**(MUMBAI SEWAGE DISPOSAL PROJECT)**



**BID DOCUMENT**

**FOR**

*Design, Build and Operate contract for Construction of Harvey Road Sewage Pumping Station (10 MLD) and Allied Mechanical, Electrical & Instrumentation works*

**Volume I (Section I)**

**Instructions to Bidders (ITB)**

**and**

**Special Conditions of Contract**

**EMPLOYER**

Brihanmumbai Municipal Corporation  
Mumbai, 2<sup>nd</sup> Floor, Engineering Hub Building,  
Dr.E.Moses Road, Worli  
Mumbai – 400018.

**CONSULTANT**

WAPCOS Limited  
406, Orion Business Park,  
Kapurbawdi, Ghodbunder  
Road Thane (W) 400607

**October 2023**

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## **SECTION – I: Part A**

### **e -TENDER NOTICE**

## **BRIHANMUMBAI MUNICIPAL CORPORATION**

### **Mumbai Sewage Disposal Project Department**

No. Ch.E. / MSDP /11809 dated 16.10.2023

### **Notice of Invitation for Tenders**

**Subject: Work of “Design, Build and Operate Contract for Construction of Harvey Road Sewage Pumping Station (10 MLD) and Allied Mechanical, Electrical & Instrumentation works”**

1. The Brihanmumbai Municipal Corporation (BMC) is implementing the ambitious Mumbai Sewage Disposal Project -Stage II Priority Works. The objective of the project is to provide a healthier and improved environment for the citizens of Mumbai while minimizing the impact of wastewater on the natural environment achieved by improving the quality and reliability of the wastewater collection, treatment and disposal infrastructure.
2. The MSDP – Stage II Priority Works project comprises of infrastructure components including expansion of sewage collection networks, new pumping stations, wastewater treatment facilities and treated effluent disposal. BMC intends to construct a Sewage Pumping Station at Harvey Road as a part of MSDP – Stage II Priority Works.
3. The Municipal Commissioner of Greater Mumbai invites online e-Tenders in a three packet system (Packets A, B & C) from Contractors having requisite experience and financial and organizational competence for the design, construction, operation and maintenance of Harvey Road Sewage Pumping Station for capacity 10 MLD with O & M for 03 (Three) years on lump sum basis **and the same will be displayed on the NIC Portal <https://mahatenders.gov.in>.**
4. The tender is open to all reputed Civil/Mechanical/Electrical contracting firms having registration as contracting firms with Brihanmumbai Municipal Corporation (BMC) or Central or State Government/ Semi Govt. Organization/ Central or State Public Sector Undertakings, carrying out similar nature of work (excluding those who are blacklisted, demoted and debarred by Central Government, State government, PWD, CIDCO, MJP, MIDC, Government undertaking, Public sector organization, Urban local body, BMC in India and by the World Bank, JICA or any other international Financial institution during the last 3 years from the date of submission of tender) who are meeting the qualification criteria given hereunder.
5. The tenderers who are not registered with BMC will have to apply for registering their firm in appropriate class in BMC within three months’ time period from the award of Contract, otherwise their EMD will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.
6. **Minimum Qualifying Criteria:**

The **Eligibility Criteria** for intending tenderers (Single Entity/ Joint Venture) is given below:

Sr. No	Requirements	Single Entity	Joint Venture	
			Both Parties Combined	Each Party
A	General Criterion			
A.1	The tenderer shall be single entity in existence for last 5 years. Authorized change in name & style shall be considered.	Must meet requirement		Must meet requirement
A.2	The firms shall have valid ISO-9001 Certification.	Must meet requirement		Must meet requirement
B	Financial Criteria			
B.1	Submission of audited financial statements acceptable to the Employer, for the last 3 (THREE) financial years to demonstrate the current soundness and profitability of the Tenderer’s financial position	Must meet requirement		Must meet requirement
B.2	Minimum average annual turnover for the last 3 (THREE) years, shall not be less than Rs. 2.80 Crore. An escalation rate of 10% per annum can be applied to annual turnover of previous years (refer Note No. 1) to arrive at current year turnover value.	Must meet requirement	Must meet requirement	
B.3	The Bidder shall have valid Solvency from Nationalized/ Scheduled Bank for INR 1.5 Crore not issued 6 Month before the last Date of submission of Tender.	Must meet requirement	Must meet requirement	
B.4	Assessed Available Bid Capacity (ABC) ABC to be greater than Total Bid Value. ABC = A * N * 2 - B where A = Average value of project works executed during the last Seven	Must meet requirement	Must meet requirement	Lead Member must meet Fifty percent (50%) of the requirement

	<p>years (updated to 31.03.2022 level) taking into account the completed as well as works in progress.</p> <p>For the companies which exist between last 5 to 7 years, average value of executed works will be considered for that many years (5 to 7 years) while calculating Available Bid Capacity (ABC).</p> <p>N = For the companies which exist between last 5 to 7 years, average value of executed works will be considered for that many years (5 to 7 years) while calculating Available Bid Capacity (ABC); and</p> <p>B = Value, at 31.03.2022 price level, of existing commitments and on-going works to be completed during the next two years (Period of completion of the works for which bids are invited).</p>			
<b>C</b>	<b>Technical Criteria</b>			
C.1	<p>Relevant experience in the Construction, Supply, Installation, Testing and Commissioning of Wastewater/Storm water/Water Pumping Station works in India, commissioned after 1<sup>st</sup> January 2015 as a Prime Contractor for Urban Local Body/ Semi Govt./Govt. &amp; Government Undertaking Companies as follows:</p> <ul style="list-style-type: none"> <li>▪ At least one work with minimum value of INR 5.60 Crore in India</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>▪ At least two works with minimum value of INR 3.73 Crore each in India</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>▪ At least three works with minimum value of INR 2.80 Crore each in India</li> </ul>	Must meet requirements	Must meet requirements	
C.2	<p>Relevant experience in Construction, Supply, Installation, Testing and Commissioning of Waste Water/Storm Water/Water Pumping Station in India, commissioned after 1st January 2015 as a Prime Contractor for Urban Local Body/ Semi Govt./ Govt. &amp; Government Undertaking Companies as follows:</p> <ul style="list-style-type: none"> <li>▪ At least one work with minimum 6 MLD capacity in India</li> </ul>	Must meet requirements	Must meet requirements	

	<p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>▪ At least two works with minimum 4 MLD capacity each, in India</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>▪ At least three works with minimum 3 MLD capacity each, in India</li> </ul>			
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**Notes:**

1. Updation of annual turnover (B.2) to the annual turnover of the tender year to be done at the rate of 10% per year compounded annually as follows:
 

FY 2019-20: 1.21	FY 2020-21: 1.10
FY 2021-22: 1.00	
2. Updation of contract value (C.1) and Average annual value of construction works ('A' mentioned in B.4) to the price level of the tender year to be done at the rate of 10% per year compounded annually as follows:
 

FY 2015-16: 1.76	FY 2016-17: 1.60
FY 2017-18: 1.46	FY 2018-19: 1.33
FY 2019-20: 1.21	FY 2020-21: 1.10
FY 2021-22: 1.00	
3. For reference project to be eligible for submission in support of the experience requirement, the tenderer shall either have
  - Undertaken the project as single entity or
  - Undertaken the project as a partner in Joint Venture
    - i) The partner may claim the value of a project executed based upon their pro rata shareholding within the Joint Venture
    - ii) Only the lead partner with highest shareholding in a Joint Venture will qualify for claiming the plant's capacity
4. Copies of purchase order & Taking over Certificate (of the works on which the bidder desires to get qualified) from the client, not below the rank of Executive Engineer, shall be enclosed along with the tender to substantiate the same. And also details of clients who may be contacted for further information on all these contracts.

The Bidders who does not fulfil this criterion shall be disqualified and their Packet B and Packet C shall not be opened.

7. The bidder shall upload copies of financial documents (Audited balance sheets) for last 3 financial years (2019-2020, 2020-2021 & 2021-2022).
8. The forms of Tender documents are available on the e-Tendering website <https://mahatenders.gov.in>. The aspiring Applicants will have to download Tender form, from the website mentioned above. The bidder has to fill in online format and upload information regarding Tender Online. Also applicants has to download the Tender application form from website, fill it and upload the scanned copy of duly filled form, along with required documents. For purchasing the Tender documents, the bidders will have to get registered with e-tender portal (<https://mahatenders.gov.in>) for the e-tendering process and obtain login credentials to participate in the online Tender process. The details of the same are available on <https://mahatenders.gov.in>. For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab on <https://mahatenders.gov.in>.
9. Applicants/Bidders shall refer to **bidder's manual kit** available on website <https://mahatenders.gov.in> for Bid-Submission for Percentage/Item Rate Tender Document. The detail guidelines for creation and submission of bid are available in the referred document.
10. The detailed tender notice and the bid documents are available on website <https://mahatenders.gov.in>. For interested bidders who are not registered with this e-tendering portal shall get themselves registered on [www.mahatenders.gov.in](http://www.mahatenders.gov.in). 24 X 7 technical support is available to bidders on toll free number 1800 3070 2232.
11. The tenderer shall pay the Tender Fee of Rs. 11500/- + applicable GST and an EMD/Bid Security amounting to INR 8,00,000/- (Eight Lakhs Only) through payment gateways of GOM on URL <https://mahatenders.gov.in>. The bidder's shall upload the screen shot of receipt of online payment along with the bid submission more particularly as a part of packet A.

e – Tender	Name of the Work	Earnest money Deposit (Rs.)	e-Quotation/ e-Tender Document Price per copy	Contract period inclusive of Monsoon Period
Ch.E. / MSDP /11809 dated 16.10.2023	“Design, Build and Operate Contract for Construction of Harvey Road Sewage Pumping Station (10 MLD) and Allied works”	8,00,000/-	Document Cost: Rs 11,500/- + GST(18%)	21 Months (DB Period) + 36 Months (O&M Period)

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

**Chief Engineer (MSDP),**

**2<sup>nd</sup> floor, Engineering Hub Building, Dr. E. Moses Road,**

**Near Worli Naka, Worli, Mumbai-400 018**

**E-mail Id: - [ee06.msdp@mcgm.gov.in](mailto:ee06.msdp@mcgm.gov.in), [ee01.msdp@mcgm.gov.in](mailto:ee01.msdp@mcgm.gov.in), [che.msdp@mcgm.gov.in](mailto:che.msdp@mcgm.gov.in)**

13. The bids shall be evaluated based on **LEAST COST SELECTION (LCS)** basis.



14. The e-tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packets A, B and C of the e-tenders will be opened in the office of Chief Engineer (MSDP) as per the time-table shown in the Header Data. The dates and time for uploading the e-Tender & opening of the e-Tenders are as under:

Sale of e-tender starts from	Last date & Time of sale	Last date of E-tender Submission	Opening of packets of e-tender		
			e-Packet 'A'	e-Packet 'B'	e-Packet 'C'
26/10/2023 from 11.00 AM	23/11/2023 upto 1.00 PM	23/11/2023 upto 4.00 PM	28/11/2023 at 4.00 PM	05/12/2023 at 4.00 AM	12/12/2023 at 4.00 PM
Pre-bid meeting will be held on 07/11/2023 at 11.00 a.m. at Conference hall, 2 <sup>nd</sup> Floor, Engineering Hub Building, Near Worli Naka, Worli, Mumbai-400018					
Any change in time & venue will be communicated by the office of Ch.E. (MSDP) OR Displayed on <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>					

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

**Chief Engineer**  
**(Mumbai Sewage Disposal Project)**

**SECTION-I: Part B**

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

**SPECIAL INSTRUCTIONS TO BIDDERS PARTICIPATING IN Electronic Tender Management  
System of Government of Maharashtra on <http://mahatenders.gov.in>**

- 1) Bidders who wish to participate in this bidding process must register on <https://mahatenders.gov.in>. Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page> for further details about the e tendering process.

**2) Tender Issuing Authority**

Sr. No.	Item	Description
<b>1</b>	<b>Project Title</b>	Design, Build and Operate Contract for Construction of Harvey Road Sewage Pumping Station (10 MLD) and Allied Mechanical, Electrical & Instrumentation works
<b>2</b>	<b>Project Organization</b>	<b>Mumbai Sewage Disposal Project Brihanmumbai Municipal Corporation</b>
<b>3</b>	<b>Contact Person</b>	For any Tender related query, the bidder may contact the following official.  Shri. S M Patil, EE (MSDP) <a href="mailto:ee06.msdp@mcgm.gov.in">ee06.msdp@mcgm.gov.in</a>  Shri. A D Khandare, EE (M&E) S.P. Email Id: - <a href="mailto:ee01.msdp@mcgm.gov.in">ee01.msdp@mcgm.gov.in</a>  Address: - Chief Engineer, Mumbai Sewage Disposal Project Brihanmumbai Municipal Corporation, 2 <sup>nd</sup> Floor, Engineering Hub Building, Dr. E.Moses Road, Worli Mumbai – 400018 Email: <a href="mailto:che.msdp@mcgm.gov.in">che.msdp@mcgm.gov.in</a>

- 3) Following documents shall be uploaded by the bidders in the folder named “Bidders Documents” in the online e-Tender.

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

- Online payment of Tender Fees & EMD, an online receipt will be generated. Scanned/soft copy of the receipts of Tender Fees & EMD shall be submitted in Packet A.
- All documentary evidences related with Minimum Qualifying Criteria related with Financial & Technical Criteria mentioned in e-Tender Notice.
- Valid Registration Certificate of the Bidder.
- GST Registration Certificate.
- ESIC & EPF Registration Certificates.
- 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.

- g) Scanned copy of Company Registration Certificate.
- h) Scanned copy of latest Partnership Deed, in case of Partnership firms.
- i) Valid e-Mail ID's & Communication Address of the bidders.
- j) Scanned copy of ISO-9001 Certification.
- k) Scanned copy of duly registered Power of Attorney, wherever applicable in the given format as per Vol. III: Forms
- l) Scanned copy of documents showing the existence of firm at least for last 5 years. Authorized change in name & style shall be considered.
- m) Duly filled scanned copy of Details of financial data as per Vol. III: Forms – Average Annual Turnover.
- n) Duly filled scanned copy of Project wise experience records of similar works over last 7 years as per Vol III: Forms – list of similar works fulfilling qualification criteria.
- o) Duly filled scanned copy of Details of works in hand and works bid for as on the date of submission of the bid as per Vol III: Forms.
- p) Duly filled scanned copy of relevant construction experience in key activities in Design, Construction and Commissioning fulfilling Qualification Criteria as per Vol III: Forms.
- q) Duly filled and scanned copy of Historical Contract Non-Performance as per Vol III: Forms.
- r) Valid Bank Solvency (Rs. 1.5 Crore issued by the bank from the approved list of banks not prior to six months of due date of tender).
- s) Duly filled and scanned copy of undertaking cum Indemnity Bond on Rs. 200/- stamp paper regarding the declaration of penal action on the tenderer, in the prescribed format as per Vol III: Forms Appendix-III.

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

- a) Complete Technical Information and Proposals as per Volume 1 (Section 1) - Instructions to Bidders (ITB) & Special Conditions of Contract & Volume IV – Schedules.
- b) 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 75 lacs, net of the tenderer's commitment of other contracts (Certificate from Bankers / C.A./Financial Institution shall be accepted as an evidence).

- c) The tenderers shall upload work plan as per the following outline:
  - i. GANTT chart/ PERT/ CPM chart showing the completion of work within prescribed time period, considering major activities.
  - ii. Organizational set up envisaged by the contractors.
  - iii. Plant & equipment proposed to be deployed for this work.
  - iv. Site Offices proposed to be set up.
  - v. A note on how the whole work will be carried out (work plan including methodology).
  - vi. Quality management plan.
- d) Standard Forms & schedules as per Volume III & IV respectively (except for those provided in Packet A)
- e) Signed copy of Complete Bid Document and Addendum/ Corrigendum if any.

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

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

ALL THE DOCUMENTS UPLOADED BY THE BIDDER IN PACKET-A, PACKET-B and PACKET-C SHALL BE DULY SIGNED AND STAMPED ON EACH PAGE.

**Note:**

- i. The bidder should furnish e-mail ID's & Address of the firm for communication.
- ii. If the additional information sends by BMC by e-mail on the bidder's 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 BMC in stipulated time, in such lapses BMC shall not be responsible. And it will be treated as Non-compliance of additional information by the Bidders & such bidders will be disqualified from the bidding process.

**(III) The Online e-Packet ‘C’–**

The Bidder shall submit the **Commercial bid (Packet C)** online & upload the scanned copy of financial proposal and Declaration form for Buyback as mentioned in Volume III FORMS& Appendix, Page No. 41 named as “**Folder C**” online by filling Complete Financial Proposal. All the inputs given on this screen need to be digitally signed.

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

**Mandatory Requirement (must be uploaded)** Once the e-Packet C opening date and time (Price Bid opener filled online date and time) is passed, BMC can open the commercial online Bid of responsive bidder. A bid comparison report would be generated which will give ranking of bidders according to the total cost. **The final selection will be as per LEAST COST SELECTION (LCS) method considering Buyback value.**

**Note:**

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

Start Date read as “Sale Date”

End Date read as “Submission Date”

Supplier read as “Contractor/ Bidder”

Vendor read as “Contractor/Bidder”

Applicant read as “Contractor/Bidder”

Vendor Quotation read as “Contractor’s Bidders Offer”

Purchaser read as “Department/BMC”

**SECTION-I: Part C**

**INSTRUCTIONS TO BIDDERS**

## INSTRUCTIONS TO BIDDER (ITB)

### **GENERAL**

#### **1. Scope of Bid**

- 1.1 The Municipal Commissioner on behalf of the Brihanmumbai Municipal Corporation, hereinafter referred to as the “Corporation” or the Employer, wishes to invite bids on lumpsum basis for the **“Design, Build and Operate contract for Construction of Harvey Road Sewage Pumping Station (10 MLD) and Allied Mechanical, Electrical & Instrumentation works”** (as defined in these documents and referred to as “the works”) detailed in the table given in Vol-VI (Schedule of Prices). The bidders must submit bid for all the works detailed in the table given in Vol-VI (Schedule of Prices).
- 1.2 These instructions are provided to assist bidders while preparing their bid. They shall form part of the contract and they shall be taken into consideration in interpreting or construing the contract.
- 1.3 Bidders 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 Schedule of Quantities and Schedule of Prices, etc. After making appropriate entries wherever necessary.
- 1.4 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.

#### **2.0 Not Used**

#### **3.0 Eligible Bidders**

- 3.1 This *invitation for Bid* is open to all prospective bidders.
- 3.2 The Bid documents are not transferable. Only those bidders who have purchased the bid documents are eligible to submit their bid.

Bidders shall provide such evidence of their eligibility satisfactory to the Employer as per the Employer request.

- 3.3 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/partner closely related to each other such as husband, wife, father/mother, minor son/daughter, brother/sister, minor brother/sister shall not submit bid separately under different names for the same contract.
- 3.4 If it is found that firms as described in 3.3 have submitted bid separately under different names for the same contract, all such bid(s) shall stand rejected and bid security (EMD) of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable for further penal action including blacklisting, at the discretion of the Municipal Commissioner.
- 3.5 If it is found that closely related persons as stated in 3.3 have submitted separate bid under different names of firms/establishments but with common address for such



establishments/firms and/or if such establishments/firms, 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 3.4 above including similar action against the firms/establishments concerned.

3.6 To become eligible: -

The Contracting firm must not have been blacklisted or debarred from bidding in tendering process (either as single entity or as partner of JV) by any Govt. /Semi govt. Authority, Funding Agencies like World Bank/ADB/ JICA etc. during last 3 (three) years period from the date of submission of tender.

And

Any Tenderer shall have neither failed to perform on any Contract as evidenced by imposition of a penalty by an arbitral or judicial employer or a judicial pronouncement or arbitration award against the Tenderer as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity, for breach by such Tenderer or any party constituting the Tenderer, in the last 3 years from the date of submission of tender.

And

Even if any of all such matters stated above are sub-judice during the last 3 years, it should not represent in total, more than 25% of tenderer's average net worth during last 3 years.

3.7 The firm will be excluded from selection process, if it is debarred during the period of start of bidding and finalization of award.

No bidder shall be affiliated with a firm or entity who has been involved in any capacity with the tendering process for the referred works.

3.8 If after award of contract, it is found that the accepted Bid violated any of the instruction as in 3.3,3.4 the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firm/establishments.

3.9 Government – owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer.

3.10 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 Employer.

3.11 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Corporation, shall be written in the English language provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by a English translation of its pertinent passages in which case, for purpose of interpretation of the bid, the English translation shall govern.

3.12 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

3.13 The Works to be carried out under this Contract include the ***“Design & Construction of Sewage Pumping Station of 10 MLD capacity with allied Mechanical, Electrical & Instrumentation works at Harvey Road with Operation & Maintenance for 3 Years.”***

- 3.14 The Contract includes three (3) years Operation & Maintenance of the entire Plant including Civil Structures and Electrical, Mechanical, Instrumentation equipment which shall start immediately after Commissioning and successful Trial Run.
- 3.15 The scope of work is detailed in General and Technical Specifications included in Volume-II of the Bid Documents.
- 3.16 The successful Bidder shall complete the works so as to commission, including carrying out tests within the specified completion period, inclusive of monsoon periods, from the date of commencement as notified by Employers Representative. The works may be carried out in two or three shifts as per the requirement at site & as per the approval of the Engineer of the Contract. However, the Contractor shall obtain all necessary permissions required if any, from the other departments of GoM/GoI. In such case, BMC shall put the authorized signature on the supporting documents, if required. The Contractor shall plan and complete all works related to Design, Build and Operate contract for Construction of Harvey Road Sewage pumping station (10MLD) and allied Mechanical/Electrical/Instrumentation works within prescribed completion period stated in this document.
- 3.17 Throughout these Bid documents, the terms “bid” and “Bid” and their derivative (bidder/ Bidder, bidding, etc.) are synonymous and “day” means calendar day. For definition of various terms refer to Conditions of Contract.

#### **4. Source of Funds**

- 4.1 The Municipal Corporation have initiated this work by raising fund from BMC’s internal sources towards the cost of “Design, Build and Operate contract for Construction of Harvey Road Sewage Pumping Station (10 MLD) and allied Mechanical, Electrical & Instrumentation works”

#### **5.0 Background**

- 5.1 The basic objective of the MSDP - Stage II Priority Works is to provide a healthier and improved environment for the people of Mumbai by increasing the quality and reliability of Waste Water collection, treatment and disposal, whilst minimizing the impact of Waste Water on the natural environment of the city.

The sewage collection, waste water treatment and effluent disposal systems in Mumbai comprise seven zones, each operating independently and comprising a sewage collection system, pumping stations, rising mains and Waste Water treatment facilities.

- 5.2 This Tender Document is intended for parties who are interested in tendering for the proposed works. The Tenderers must already have executed projects of a similar nature and magnitude and are required to demonstrate appropriate design and construction experience and capability, O&M and technical competence, organizational ability and the financial strength required for executing work of this nature.

- 5.3 The Tenderers shall have and be capable of demonstrating core competence and experience in the following areas:

Experience in Planning, Design, Construction and Commissioning of similar water/ waste water/ sewage pumping facilities.

## 6 Scope of Works

- 6.1 This Contract involves the Design, Construction, Commissioning and Operation and Maintenance during Defect Liability Period after Commissioning and successful Trial Run with the following design parameters and requirements.

Parameter and Requirements	Unit	Value
Design Flow	MI/d	10
Each Pump Capacity	Cum/ Hr	208.33
Total Head	m	12.0
Duty Pumps	No.	2
Standby Pumps	No.	1
Solid Handling Capacity	mm	100
Screen Chambers	No.	1
Screens (Automatic Mechanical Multirake Bar Screen 20mm Spacing)	No.	1
Screen (Manual Bar Screen 50 mm Spacing)	No.	1
Rising Main Diameter	mm	450
Rising Main Length (Approx.) – (Within the Pumping station)	m	30
Bypass Main Diameter	mm	450
Bypass Main Length (Approx.) – (Within the Pumping station)	m	10

- 6.2 The detailed scope of works required is as shown in the Vol V- Drawings and described in the Vol II- Technical Specifications. However the works required to be carried out under this contract includes Design, Construction, Demolition of Existing Facilities, Supply, Installation, Testing and Commissioning of works as specified and shown on the drawings, datasheets.

The general description of the works to be carried out as mentioned in “Employers Requirement”.

### 7.0 Clarifications for the bidder:

BMC reserves 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.

### 8.0 Site Visit:

In order to obtain first-hand information /opinion on the assignment, the bidders are advised to visit the site of the Project mentioned in before submitting their proposal. Required assistance may be obtained from the “office of Chief Engineer (MSDP), Second Floor, Engineering HUB Building, Dr. E. Moses Road, near Worli Naka, Worli, Mumbai- 400018” with prior appointment in writing except public holidays, Saturday & Sunday.

The bidder, at the Bidder’s own responsibility and risk is encouraged to visit and examine the Site of Works, access roads for vehicle/ earth moving equipment’s and its surroundings without physically disturbing any arrangement at site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the referred Scope of Works. The costs of visiting the site shall be at Bidder’s own expense.

## **9.0 Bid Validity Period**

The bids shall be kept valid for acceptance for 240 (Two Hundred & Forty) 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.

## **10.0 Documents comprising of bid**

The Bid document comprises the following -

- a) Tender Notice
- b) Background Information & Employers Requirement
- c) Vol-I (Section-I)
  - Special Instructions to bidders for e-tendering
  - Instructions to Bidders
  - Special conditions of the contract
- d) Vol-I (Section-II & Section III)
  - Conditions of Contract for Design, Build and Operate Projects First Edition 2008;
  - Particular Conditions Part A – Contract Data; and
  - Particular Conditions Part B – Special Provisions
- e) Vol-II: Technical Specifications
- f) Vol-III: Contract Forms
- g) Vol-IV: Schedules
- h) Vol-V: Tender Drawings
- i) Vol-VI: Schedule of Prices/ Payment Schedule
- j) Any addendum/corrigendum to tender document issued by BMC prior to submission of the tender submission
- k) Any other documents forming part of the contract.

## **11.0 Earnest Money Deposit**

- a) The Bidders will have to pay Earnest Money Deposit through the payment gateways of the amount as stated in the e-tender while submitting the bids.
- b) If the tenderer withdraws his tender offer during the tender validity period his Earnest Money deposit shall be forfeited.

### **11.1 Refund of Earnest Money Deposit (E.M.D.)**

The Bid Security/ EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.

The Bid Security/ EMD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid.

In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend

the bid validity period and ready to deposit the required amount of bid security/EMD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.

11.2 The Bid Security (EMD) shall be forfeited

- a) if the Bidder withdraws the Bid after bid opening during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
  - i. sign the Agreement; and/or
  - ii. Furnish the required Security Deposits.

Such non-submission of documents will be considered as 'Intentional Avoidance' The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell of BMC and shall be viewed seriously and disciplinary action against the successful Bidder such as banning/de-registration, etc. shall be taken by the registration cell of BMC.

During the Bidding process No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

**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. GSTIN 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.
  - vii. Any other documents required in Packet A.
- b. Wrong calculation of Bid Capacity,
- c. No proper submission of experience certificates and other documents, etc.

**ii) Non-curable Defect** shall mean

- a. In-adequate submission of EMD amount, Tender Fees.
- b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.

11.3 No interest shall be paid on the Bid Security.

**12.0 Qualification of the Bidder.**

12.1 All bidders shall provide all Forms & Schedules of Bid and Qualification Information, a preliminary description of the proposed methodology of work and schedules, including drawings and charts, as necessary.

12.2 In addition to above all the bidders shall include the following information and documents with their bids.

- (a) Experience in works of a similar nature and size for each of the last Seven years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (b) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past Three years.

- (c) Evidence of adequacy of working capital for this contract access to line(s) of credit and availability of other financial resources other than any contractual advance payments to meet the cash flow requirement;
- (d) Information regarding any litigation, current or during the last three years, in which the Bidders is involved, the parties concerned, and disputed amount.
- (e) Proposals for subcontracting components of the Works amounting to more than 25 percent of the Contract Price; and
- (f) The proposed methodology of construction, backed with their construction equipment planning and development, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of achieving the completion of work as per milestones specified within the stipulated period of completion.

12.3 To qualify for award of the bid, bidder shall meet the following qualification criteria and experience:-

Sr. No	Requirements	Single Entity	Joint Venture	
			Both Parties Combined	Each Party
A	General Criterion			
A.1	The tenderer shall be single entity in existence for last 5 years. Authorizedchange in name & style shall be considered.	Must meet requirement		Must meet requirement
A.2	The firms shall have valid ISO-9001 Certification.	Must meet requirement		Must meet requirement
B	Financial Criteria			
B.1	Submission of audited financial statements acceptable to the Employer, for the last 3 (THREE) financial years to demonstrate the current soundness and profitability of the Tenderer’s financial position	Must meet requirement		Must meet requirement
B.2	Minimum average annual turnover for the last 3 (THREE) years, shall not be less than Rs. 2.80 Crore An escalation rate of 10% per annum can be applied to annual turnover of previousyears (refer Note No. 1) to arrive at current year turnover value.	Must meet requirement	Must meet requirement	
B.3	The Bidder shall have valid Solvency from Nationalized/ Scheduled Bank for INR 1.5 Crore not issued 6 Month before the last Date of submission of Tender.	Must meet requirement	Must meet requirement	
B.4	Assessed Available Bid Capacity (ABC) ABC to be greater than Total Bid Value. ABC = A * N * 2 - B where A = Average value of project works executed during the last Seven	Must meet requirement	Must meet requirement	Lead Member must meet Fifty percent (50%) of the requirement

	<p>years (updated to 31.03.2022 level) taking into account the completed as well as works in progress.</p> <p>For the companies which exist between last 5 to 7 years, average value of executed works will be considered for that many years (5 to 7 years) while calculating Available Bid Capacity (ABC).</p> <p>N = For the companies which exist between last 5 to 7 years, average value of executed works will be considered for that many years (5 to 7 years) while calculating Available Bid Capacity (ABC); and</p> <p>B = Value, at 31.03.2022 price level, of existing commitments and on-going works to be completed during the next two years (Period of completion of the works for which bids are invited).</p>			
<b>C</b>	<b>Technical Criteria</b>			
C.1	<p>Relevant experience in the Construction, Supply, Installation, Testing and Commissioning of Wastewater/Storm water/Water Pumping Station works in India, commissioned after 1<sup>st</sup> January 2015 as a Prime Contractor for Urban Local Body/ Semi Govt./Govt. &amp; Government Undertaking Companies as follows:</p> <ul style="list-style-type: none"> <li>▪ At least one work with minimum value of INR 5.60 Crore in India</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>▪ At least two works with minimum value of INR 3.73 Crore each in India</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>▪ At least three work with minimum value of INR 2.80 Crore each in India</li> </ul>	Must meet requirements	Must meet requirements	
C.2	<p>Relevant experience in Construction, Supply, Installation, Testing and Commissioning of Waste Water/Storm Water/Water Pumping Station in India, commissioned after 1st January 2015 as a Prime Contractor for Urban Local Body/ Semi Govt./ Govt. &amp; Government Undertaking Companies as follows:</p>	Must meet requirements	Must meet requirements	



	<ul style="list-style-type: none"> <li>▪ At least one work with minimum 6 MLD capacity in India</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>▪ At least two works with minimum 4 MLD capacity each, in India</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>▪ At least three works with minimum 3 MLD capacity each, in India</li> </ul>			
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**Notes:**

1. Updation of annual turnover (B.2) to the annual turnover of the tender year to be done at the rate of 10% per year compounded annually as follows:
 

FY 2019-20: 1.21	FY 2020-21: 1.10
FY 2021-22: 1.00	
2. Updation of contract value (C.1) and Average annual value of construction works ('A' mentioned in B.4) to the price level of the tender year to be done at the rate of 10% per year compounded annually as follows:
 

FY 2015-16: 1.76	FY 2016-17: 1.60
FY 2017-18: 1.46	FY 2018-19: 1.33
FY 2019-20: 1.21	FY 2020-21: 1.10
FY 2021-22: 1.00	
3. For reference project to be eligible for submission in support of the experience requirement, the tenderer shall either have
  - Undertaken the project as single entity or
  - Undertaken the project as a partner in Joint Venture
    - i) The partner may claim the value of a project executed based upon their pro rata share holding within the Joint Venture
    - ii) Only the lead partner with highest shareholding in a Joint Venture will qualify for claiming the plant's capacity
4. Copies of purchase order & Taking over Certificate (of the works on which the bidder desires to get qualified) from the client, not below the rank of Executive Engineer, shall be enclosed along with the tender to substantiate the same. And also details of clients who may be contacted for further information on all these contracts.

The Bidders who does not fulfil this criterion shall be disqualified and their Packet B and Packet C shall not be opened.

### 13.0 Personnel Capabilities

Bidders shall upload general information on the management structure of the firm, and shall deploy qualified personnel to fill the key positions as under and shall provide necessary back office for necessary technical and administrative support

Sr. No	Position	Professional Qualification	Experience Requirement
1	Project Manager Civil – 1 Nos	Degree in Civil Engineering.	<ul style="list-style-type: none"> <li>• Total professional experience of at least 10 years</li> <li>• Relevant construction experience of at least 7 years as a Project Manager in Water/sewage/Waste Water pumping station.</li> </ul>
2	Engineer (Mechanical) – 1 Nos	Degree in Mechanical Engineering.	<ul style="list-style-type: none"> <li>• Total professional experience of at least 10 years</li> <li>• Relevant design &amp; construction experience of at least 7 years in installation/testing and Commissioning of Mechanical Equipment's.</li> </ul>
3	Engineer (Electrical/ Instrumentation) – 1 Nos	Degree in Electrical/ Electronics/Instrumentation Engineering or equivalent	<ul style="list-style-type: none"> <li>• Total professional experience of at least 7 years</li> <li>• Relevant experience of 5 years in installation/testing and commissioning of Electrical/ Instrumentation Equipment's.</li> </ul>
4	Site Supervisor (Civil) – 1 Nos	Diploma in Civil Engineering	<ul style="list-style-type: none"> <li>• Minimum 3 years' experience in Civil construction work</li> </ul>
5	Site Supervisor (Mechanical/Electrical) – 1Nos	Diploma in Mechanical/ Electrical Engineering	<ul style="list-style-type: none"> <li>• Minimum 3 years' experience in installation of Mechanical/ Electrical Equipment's</li> </ul>

NOTE: 1) The Bidders should upload general information on the Organizational set up of firm, to allow the employer to review their proposals.

### 14.0 Each bidder should further demonstrate:

- Availability (either owned or leased or by procurement) of following key and critical equipment for this work as listed below.

Description of Equipment	Qty.
Compressor with hose pipes.	1
Rock drill machines with drill rods and bits.	1
Excavator	1
Backhoe / loader	1
Tipping trucks	1
Hydraulic splitter	1
Dewatering Pumps 5-20 HP	2
DG set 75 KVA – 125 KVA	1

Non-tilting type mixer	1
Concrete pumps	1
Grouting equipment	1
Reinforcement bar bending and cutting equipment	1
Vibrators – surface, needle and form	2
Concrete drill machines	1
Electronic Total Station Machine	1
Automatic level	1
Total Station	1
Concrete testing laboratory	1
Welding equipment	1
Grinder	1
Workshop machinery	As per site requirement

- ii. To qualify for the contract works for which bid is invited in the ITB, the bidder must demonstrate enough experience and sufficient resources available to meet the qualifying criteria for the contracts.
- iii. Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.
- iv. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed available Bid capacity} = (A * N * 2 - B)$$

Where

**A**= Average value of project works executed during the last Seven years (updated to 31.03.2022 level) taking into account the completed as well as works in progress.

For the companies which exist between last 5 to 7 years, average value of executed works will be considered for that many years (5 to 7 years) while calculating Available Bid Capacity (ABC)

**N**=Number of years prescribed for completion of the works for which bid is invited.

**B**= Value, at 31.03.2022 price level, of existing commitments and on-going works to be completed during the next two years (Period of completion of the works for which bids are invited).

**Note: The statements showing the value of existing commitment and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer.**

- v. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- made misleading or false representations in the forms, statement and attachments submitted in proof of the qualification requirements; and/or
  - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

**15.0 One Bid per Bidder**

- 15.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

**16.0 Cost of Bidding**

- 16.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

**17.0 Bidding Documents**

**Content of Bidding Documents**

- 17.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 18:

**Contents of Bid Documents**

Background Information & Employers Requirement

Volume I: Section I - Invitation for Bids

- Special Instructions to Bidders
- Instructions to Bidders
- Special Conditions of contract.

Volume I: Section II & III – FIDIC Gold Book General Conditions;

- Particular Conditions Part A – Contract Data; and
- Particular Conditions Part B – Special Provisions

Volume II: - General & Technical Specifications

- Civil,
- Mechanical, electrical, instrumentation works

Volume III: - Forms

- Bid Form
- Contract Agreement Form
- Schedules of Supplementary Information
- Annexure
- Appendices

Volume-IV -Schedules (General & Technical)

Volume V: - Tender Drawings

Volume VI: - Schedules of Prices (Packet 'C') & Folder 'C'

- 17.2 Background Information & Employers Requirement, Volumes I, II, III, IV, V & VI and Addenda, if any, will be uploaded at e-tendering portal.
- 17.3 The Bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidder's own risk.

#### **18.0 Clarification of Bidding Documents**

- 18.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing by mail at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which is received prior to the pre-bid meeting. Copies of the Employer's response will be displayed on e-tendering portal. Verbal information and/or clarification given by any representative of the Employer shall not be binding on the Employer.
- 18.2 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-bid meeting.

#### **19.0 Pre-bid Meeting**

Pre-Bid Meeting will take place at the following address at date and time mentioned in e-tender notice.

Chief Engineer (Mumbai Sewage Disposal Projects),  
Brihanmumbai Municipal Corporation,  
2<sup>nd</sup> Floor, Engineering Hub Building,  
Dr. E.Moses Road, Worli  
Mumbai – 400 018.

#### **20.0 Preparation of Bids**

##### **GENERAL**

- 20.1 In preparing the Proposal, the Bidder is expected to examine the bids in detail. Material deficiencies in providing the information requested in the bid may result in rejection of the Proposal.
- 20.2 Queries relevant to the bid documents shall be addressed to Chief Engineer (MSDP), preferably at least 2 days prior to the pre bid meeting.
- 20.3 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.
- 20.4 The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

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

#### **21.0 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.

#### **22.0 Format of the Bid**

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

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

Online submission as per **e-Packet A**, Section I Part B – 3 (I) of Special Instructions to bidders for e-Tendering.

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

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

Online submission as per **e-Packet B**, Section I Part B – 3 (II) of Special Instructions to bidders for e-Tendering.

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

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

Online submission as per **online e-Packet ‘C’**, Section I Part B – 3 (III) of Special Instructions to bidders for e-Tendering.

##### **22.4 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.

##### **22.5 Amendment of contents of proposal**

Before the deadline for submission of bids, the BMC may modify the bid documents by issuing addendum/ corrigendum and publishing on e-tendering portal.

Any addendum/corrigendum/clarifications thus issued shall be part of the bid documents and shall be published on e-tendering portal.

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 BMC may extend as necessary the deadline for submission and uploading of bids.

### **23.0 Documents Comprising the Bid**

The Bid to be prepared & submitted by the Bidder shall comprise the following:

- a) Bid Security (EMD) is to be paid online only.
- b) Bid Form duly filled in and signed and Appendix to Bid.
- c) Schedule of Technical Data Sheet
- d) Schedules of Guarantees and Particulars
- e) Schedules of Prices.
- f) Schedules of Supplementary Information
- g) Information on general performance data, eligibility and qualification as per the schedules of supplementary information
- h) Instruction to Bidders, Specifications, Conditions of Contract, signed copies of the Addendums (if any) and Specification Drawings
- i) A detailed note outlining bidder's proposed methodology of construction backed with his construction equipment planning and development, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying the capability of achieving the completion of work.
- j) Chart showing estimated monthly labour force.
- k) A year-wise Cash Flow Estimate.
- l) Power of Attorney in respect of the person who is authorized to sign the Bidding Documents.
- m) Signed copy of Addendum/ Corrigendum, if any

The bid submitted by the bidder shall comprise as per Volume I Section – 1 Part B Special Instructions to Bidder for E-Tendering Clause No. 3 (I), 3 (II) & 3 (III) and any other materials required to be completed and submitted by bidders in accordance with these instructions. The documents listed under volume III, IV and VI of Sub-clause 17.1 shall be filled in without exception.

### **24.0 Bid Prices.**

- 24.1 The contract shall be for the whole works as described, based on the Schedule of Prices submitted by the Bidder.

- 24.2 The Bidder shall quote the price in Vol VI-Schedule of Prices uploaded online in Commercial bid (Packet C). The rate shall invariably include the cost of the work arising out of scope of the work mentioned. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 24.3 All duties, taxes (excluding GST) and other levies payable by the contractor under the contract, or for any other cause shall be inclusive in the rates, prices and total Bid Price shall be submitted by the Bidder.
- 24.4 The bidder shall fill in the rates & prices for all items of works described in Schedule of Prices. Items against which no rate of prices is entered by the bidder will not be paid for by the corporation when executed and shall be deemed covered by the other rates and prices in the bill of quantities.
- 24.5 In case of any change in rates/amount of taxes due to legislation implemented after the day twenty-eight days prior to the date of submission of bid, resulting additional/ reduced cost will be paid /credited by/ to the corporation.
- 24.6 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 13.8 of General Conditions of Contract. The bidder shall submit with their bid the information required under the Contract Data and Clause 13.8 of General Conditions of Contract.
- 24.7 After opening of financial packet, the lowest bidder shall have to submit detailed rate analysis along with their estimated quantities for each work schedule if required.
- 24.8 Bidders' attention is drawn to the capping provided on the Item/s of 'Price Schedule: Works' to avoid front loading. If the Employer considers that the tenderer has tendered sums in 'Price Schedule: Works' by overloading particular item/s to enable early payment, the Employer shall request additional information on the breakdown of the pricing. If sufficient information is not provided to justify the amounts tendered, the Employer may at his discretion determine a more suitable interim payment mechanism including apportionment of overloaded cost to other item/s keeping in mind the proportions indicated in 'Price Schedule: Works' above and keeping the Total Quoted Price unchanged.
- 24.9 The Lowest Bidder will be decided by deducting Buyback Value from Accepted Quoted Price of the bidder.

## **25.0 Currencies of Bid and Payment**

- 25.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees and payment will be made in Indian Rupees only.

## **26.0 Signing of Bid Document**

Bidders are requested to sign at appropriate place in the tender form & formats etc. after making appropriate entries wherever necessary. The uploaded documents shall also be digitally signed. If the Bid is made by a proprietary firm, it shall be signed by the Proprietor above his name and the name of his firm above his current address. If the Bid is made by firm in partnership, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the



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

## **27.0 Modification of Documents**

Modifications of specifications, terms & conditions 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 e-tendering portal. These shall be signed by the Bidder and shall form a part of the Bidder's bid.

## **28.0 Submission of Bids**

All bids shall be submitted online. However, sealed hard copy (two copies of Packet A & B only) shall be submitted to office of Chief Engineer (MSDP), 2<sup>nd</sup> Floor, Engineering HUB Building, Dr. E. Moses Road, Worli Naka, Mumbai, 400018 within two working days from the end date of e-tender submission during office hours. The contents of the e-Tender shall be considered as final and binding on the Bidder.

**The bidder shall not submit the filled in hard copy of Packet-C (Price Schedule: Works) & Folder named 'C' Declaration form for buyback in any case, else the bid will be rejected outright.**

## **29.0 Opening of bid.**

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

The Bidders' representatives who are present shall sign a register evidencing their attendance.

The bidders' names, withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

The Employer shall prepare minutes of the Bid opening, including the information disclosed to those Bidders representatives present if found necessary.

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

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

The original documents shall be produced for verification within 5 working days from the date of receipt of intimation by the bidder failing which the offer of the respective Bidder may be treated as non-responsive and 10 % amount of EMD paid by tenderer will be forfeited.

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

false/fake documents.

Only the Bidders who qualify in Packet 'A' and Packet 'B' 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.

### **30.0 Process to be Confidential.**

Information relating to the examination, clarification, evaluation, and comparison of Bid and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

### **31.0 Post Bid Correspondence**

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

The 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.

### **32.0 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.

### **33.0 Evaluation of the Bids (Packet A & Packet B)**

Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid.

- (a) meets the eligibility criteria stated in ITB clause 3 & 12;
- (b) has been properly signed
- (c) is accompanied by the required securities
- (d) is substantially responsive to the requirements of the Bidding documents.

A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- (a) which affects in any substantial way the scope, quality, or performance of the Works;

- (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract;
- (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

The Corporation may waive any informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

If a Bid is not substantially responsive, even after obtaining clarification from the Bidder it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

As a result of the Technical evaluation, the Bids which are Technically responsive shall be short listed. The Price Bids of the technically responsive bidders only shall be opened on the date of opening of Price Bids to be informed to all Technically responsive Bidders.

#### **34.0 Evaluation and Comparison of Bids.**

- 34.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 33.
- 34.2 Conditional bids will not be accepted and will be rejected outright.

The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

#### **35.0 Additional Security Deposit:**

Not Used

#### **36.0 Rejection of Bid**

The bid will be rejected, if the Bidder

- a) Does not submit the proofs of qualification criteria.
- b) Stipulates the validity period less than what is in the bid;
- c) Stipulates his own conditions;
- d) Does not disclose his full name and address with telephone no. and also the full names and addresses with telephone nos. of all his partners in the case of partnership concern.
- e) Does not fill in the 'Price Schedule: - Works' online.
- f) Submits the filled in hard copy of Packet-C (Price Schedule: Works) along with the submission of bid.
- g) Does not pay the E.M.D. as per clause of Instruction to Bidder.
- h) Does not submit the bid before the stipulated time on the specified date.
- i) If the bid is filled up partially in splitter manner, it will be treated as non-responsive.
- j) Available bid capacity is less than the total bid value.

#### **37.0 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.

### **38.0 Award of Contract**

The Contract will be awarded to the technically qualified and responsive Bidder on Least Cost Selection (LCS) basis in conformity with the provisions of Bid.

Prior to the expiration of the period of bid validity, the Corporation will notify the successful/unsuccessful Bidder in writing by registered letter / e-mail from Head of the Department (HOD). 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 Contract/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 and notification of date of commencement of contract shall be as per Vol-I (Section-II & Section III) COC & COPA

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 (MSDP), Worli.

Successful Bidder shall be required to execute the contract failing which penalty shall be levied as per Particular Conditions Part B – Special Provisions, Clause 1.6.

### **39.0 Stamp Duty, Legal Charges, Bill Forms.**

The payments towards legal charges, stamp duty as applicable (on contract agreement & bank guarantees including its renewal), supply of bill forms & Tax certificates as per the prevailing rates shall be borne by successful Bidder. At present the legal & stationary charges are Rs. 26,900/- plus applicable GST for the financial year 2023-24.

### **40.0 Performance Guarantee/Security.**

Within 28 days from the receipt of notification of award from BMC, the successful Bidder shall furnish a performance guarantee/security amounting to 2% (Two percent) of contract sum (Quoted Price Plus GST plus Physical Contingencies) 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 Contract agreement, within 28 days from receipt of the agreement form; the successful bidder shall enter into the agreement and return the same to BMC.

#### 41.0 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 Bankers 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. Bankers Guarantee shall be issued from the Banks listed below and in accordance with the related link of bank list available on RBI website <https://www.rbi.org.in/scripts/banklinks.aspx> :-

<b>List of Private Sector Banks in India</b>	
1	Axis Bank Ltd.
2	Bandhan Bank Ltd.
3	CSB Bank Limited
4	City Union Bank Ltd.
5	DCB Bank Ltd.
6	Dhanlaxmi Bank Ltd.
7	Federal Bank Ltd.
8	HDFC Bank Ltd
9	ICICI Bank Ltd.
10	IndusInd Bank Ltd
11	IDFC FIRST Bank Limited
12	Jammu & Kashmir Bank Ltd.
13	Karnataka Bank Ltd.
14	Karur Vysya Bank Ltd.
15	Kotak Mahindra Bank Ltd
16	Nainital bank Ltd.
17	RBL Bank Ltd.
18	South Indian Bank Ltd.
19	Tamilnad Mercantile Bank Ltd.
20	YES Bank Ltd.
21	IDBI Bank Limited
<b>List of Local Area Banks (LAB)</b>	
1	Coastal Local Area Bank Ltd
2	Krishna Bhima Samruddhi LAB Ltd
3	Subhadra Local Bank Ltd
<b>List of Small Finance Banks (SFB)</b>	
1	Au Small Finance Bank Ltd.
2	Capital Small Finance Bank Ltd
3	Fincare Small Finance Bank Ltd.
4	Equitas Small Finance Bank Ltd
5	ESAF Small Finance Bank Ltd.
6	Suryoday Small Finance Bank Ltd.
7	Ujjivan Small Finance Bank Ltd.

8	Utkarsh Small Finance Bank Ltd.
9	North East Small finance Bank Ltd
10	Jana Small Finance Bank Ltd
11	Shivalik Small Finance Bank Ltd
<b>List of Payments Banks (PB)</b>	
1	Airtel Payments Bank Ltd
2	India Post Payments Bank Ltd
3	FINO Payments Bank Ltd
4	Paytm Payments Bank Ltd
5	Jio Payments Bank Ltd
6	NSDL Payments Bank Limited
<b>List of Public Sector Banks in India</b>	
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Bank
7	Indian Overseas Bank
8	Punjab & Sind Bank
9	Punjab National Bank
10	State Bank of India
11	UCO Bank
12	Union Bank of India
<b>List of Financial Institutions in India</b>	
1	National Bank for Agriculture and Rural Development
2	Export-Import Bank of India
3	National Housing Bank
4	Small Industries Development Bank of India
<b>List of Regional Rural Banks in India</b>	
1	Assam Gramin Vikash Bank
2	Andhra Pradesh Grameena Vikas Bank
3	Andhra Pragathi Grameena Bank
4	Arunachal Pradesh Rural Bank
5	Aryavart Bank
6	Bangiya Gramin Vikash Bank
7	Baroda Gujarat Gramin Bank
8	Baroda Rajasthan Kshetriya Gramin Bank
9	Baroda UP Bank
10	Chaitanya Godavari GB
11	Chhattisgarh Rajya Gramin Bank
12	Dakshin Bihar Gramin Bank
13	Ellaquai Dehati Bank
14	Himachal Pradesh Gramin Bank
15	J&K Grameen Bank
16	Jharkhand Rajya Gramin Bank
17	Karnataka Gramin Bank

18	Karnataka Vikas Gramin Bank
19	Kerala Gramin Bank
20	Madhya Pradesh Gramin Bank
21	Madhyanchal Gramin Bank
22	Maharashtra Gramin Bank
23	Manipur Rural Bank
24	Meghalaya Rural Bank
25	Mizoram Rural Bank
26	Nagaland Rural Bank
27	Odisha Gramya Bank
28	Paschim Banga Gramin Bank
29	Prathama U.P. Gramin Bank
30	Puduvai Bharathiar Grama Bank
31	Punjab Gramin Bank
32	Rajasthan Marudhara Gramin Bank
33	Saptagiri Grameena Bank
34	Sarva Haryana Gramin Bank
35	Saurashtra Gramin Bank
36	Tamil Nadu Grama Bank
37	Telangana Grameena Bank
38	Tripura Gramin Bank
39	Uttar Bihar Gramin Bank
40	Utkal Grameen Bank
41	Uttarbanga Kshetriya Gramin Bank
42	Vidharbha Konkan Gramin Bank
43	Uttarakhand Gramin Bank
<b>List of foreign banks having branch - presence in India</b>	
1	Australia and New Zealand Banking Group Ltd.
2	National Australia Bank
3	Westpac Banking Corporation
4	Bank of Bahrain & Kuwait BSC
5	AB Bank Ltd.
6	Sonali Bank Ltd. %
7	Bank of Nova Scotia
8	Industrial & Commercial Bank of China Ltd. #
9	BNP Paribas
10	Credit Agricole Corporate & Investment Bank #
11	Societe Generale
12	Deutsche Bank
13	HSBC Ltd #
14	PT Bank Maybank Indonesia TBK
15	Mizuho Bank Ltd.
16	Sumitomo Mitsui Banking Corporation
17	MUFG Bank, Ltd.
18	Cooperatieve Rabobank U.A.
19	Doha Bank
20	Qatar National Bank SAQ

21	JSC VTB Bank
22	Sberbank
23	DBS Bank Ltd.
24	United Overseas Bank Ltd.
25	FirstRand Bank Ltd.
26	Shinhan Bank
27	Woori Bank
28	KEB Hana Bank
29	Industrial Bank of Korea #
30	Bank of Ceylon
31	Credit Suisse A.G
32	CTBC Bank Co., Ltd.
33	Krung Thai Bank Public Co. Ltd. \$ (Does not maintain India specific website or link. Link for information on branch details: <a href="https://www.ktb.co.th/th/content/others/foreign-location-detail">https://www.ktb.co.th/th/content/others/foreign-location-detail</a> )
34	Abu Dhabi Commercial Bank Ltd.
35	Mashreq Bank PSC
36	First Abu Dhabi Bank PJSC
37	Emirates NBD Bank PJSC
38	Barclays Bank Plc.
39	Standard Chartered Bank
40	NatWest Markets plc
41	American Express Banking Corp.
42	Bank of America
43	Citibank N.A.
44	J.P. Morgan Chase Bank N.A.

#### 42.0 Refund of Performance Guarantee/Security

The performance guarantee/security shall be returned to the bidder without any interest when the contractor ceases to be under any obligations under this contract. The B.G. shall be kept valid for 3 months more in addition to total contract period of 57 Months. (21 Months for Design & Build Plus 36 Months of O&M Period)

Proportional amount of Performance Bank Guarantee with respective DB cost shall be released after Taking over Certificate No. 1.

#### 43.0 Retention Money

Retention money equal to 2 (Two) percent shall be deducted from Interim Payment Certificate from each running bill of the contractor. The total ceiling to the retention money shall not exceed 2% of the total contract cost.

#### 44.0 Refund of Retention Money

One-half (50%) of the Retention Money with respect to Design-Build shall be released within 30 days after Taking over Certificate No. 1.

The balance Retention Money with respect to Design-Build shall be released within 30 days after



completion of DLP and after issue of 'Defect Liability Certificate' (Taking over Certificate No. 2) provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. In the event of different Defects Liability Periods have been specified or become applicable to different sections or parts of the Permanent Works, the said moneys will be released within 30 days on expiration of the latest of such Defects Liability Periods.

Payment of the above mentioned 50% is exclusive of the amounts to be withheld as stated in and that amount shall be paid as per condition stated therein.

Retention money for Operation and Maintenance Period shall be certified and released after Taking over Certificate No. 2.

No interest shall be payable to the Contractor in relation to Retention Money.

#### **45.0 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.

#### **46.0 Import License**

The Bidders shall have to make their own arrangements to secure import licence 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.

#### **47.0 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, GSTIN Registration etc. in the prescribed form available with BMC.

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

#### **48.0 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.

**49.0** The successful bidder shall provide adequate and proper transportation arrangement for Employers staff throughout the Contract period or such extended period for Transit purposes.

#### **50.0 PMC Consultant**

BMC has appointed M/s WAPCOS Limited as a PMC for Construction Supervision for the work.

#### **51.0 Grievance Redressal Committee (GRC)**

Refer enclosed "ANNEXURE for GRIEVANCE REDRESSAL MECHANISM" for details.

#### **52.0 Joint Venture**

In case of Joint Venture, the bidder shall comply as follows:

- A. Separate identity/name shall be given to the Joint Venture firm.
- B. Number of members in a Joint Venture (the “JV”) firm shall not be more than two.
- C. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- D. The tender form shall be purchased and submitted in the name of the JV firm or any constituent member of the JV.
- E. Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.
- F. One of the members of the JV firm shall be the lead member of the JV firm who shall have at least 51% share of interest in the JV firm. The other member shall have a share of at least 26% in case of JV firms.
- G. Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligation shall be furnished in the agreement.
- H. Once the tender is submitted, the agreement shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this agreement shall be extended till the currency of the contract expires.
- I. Approval for change of constitution of JV firm shall be at the sole discretion of the BMC. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.
- J. Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated.

Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.

- K. On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.
- L. On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub- Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the BMC before signing the contract agreement for the work. (This agreement format should invariably be part of the tender condition). In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall

be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint venture agreement shall have, inter-alia, following clauses: -

- (i) **Joint and several liability** - The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (BMC) for execution of the project in accordance with General and Special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the BMC during the course of execution of the contract or due to no execution of the contract or part there-of.
- (ii) **Duration of the Joint Venture Agreement** -It shall be valid during the entire period of the contract including the period of extension if any and the Operation & maintenance period after the work is completed.
- (iii) **Governing Laws** - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- (iv) **Authorized Member** -Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm. No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer in respect of the said tender/contract.

M. Documents to be enclosed by the JV firm along with the tender:

- (i) In case one or other member of the JV firm is partnership firm, following documents shall be submitted:
  - a) Notary certified copy of the Partnership Deed,
  - b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of Rs. 500/- value (in original).
  - c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.
- (ii) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

Affidavit on Stamp Paper of Rs.500/- value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.

- (iii) In case one or more members is/are limited companies, the following documents shall be submitted:
  - a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
  - b) Copy of Memorandum and articles of Association of the Company.
  - c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to

do/act mentioned in the para (a) above.

- N. All the members of the JV shall certify that they have not been black listed or debarred by BMC from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members / partners.
- O. Credentials & Qualifying criteria: Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfilment of criteria as per Volume I (Section I) – Instructions to Bidders (ITB) and Special Conditions of Contract.
- P. JV firms shall submit the duly filled forms for ‘Power of Attorney for Lead Member of Joint Venture’ as provided in Annexure A and for ‘Joint Bidding Agreement / Joint Venture Agreement’ as provided in Annexure B.
- Q. **Disqualification** - Even if an applicant meets the eligibility criteria, he shall be subject to disqualification if he or any of the constituent partners is found to have:
  - i. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
  - ii. Records of poor performance during the last three years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non- performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of JV venture on account of reasons other than nonperformance, such as the most experienced partner (major partner) of JV pulling out;
  - iii. On account of currency of debarment by any Government agency against any of the constituents

## **Annexure ‘A’**

### **Power of Attorney for Lead Member of Joint Venture**

*(To be submitted in the case where the Tenderer is a Joint Venture)*

Whereas the \*\*\*\*\* (“the Employer”) has invited tenders from interested parties for the \*\*\*\*\* Project (the “Project”).

Whereas, ..... and ..... (collectively the “Joint Venture”) being members of the Joint Venture are tendering for the Project in accordance with the terms and conditions of the Tender Documents and other connected documents in respect of the Project, and

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s tender for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, ..... having our registered office at ..... and M/s. .... having our registered office at ....., (hereinafter collectively referred to as the “Parties”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S ..... having its registered office at ..., being one of the members of the Joint Venture, as the Lead Member

and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the Tender Process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the Tender Submission for the Project, including but not limited to signing and submission of all applications, tenders and other documents and writings, participate in tenderers and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Tender Submission of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s Tender Submission and/ or upon award thereof till the Contract is entered into with the Employer.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2....

For ..... (Signature).....(Name  
& Title)

For ..... (Signature).....(Name  
& Title)

Witnesses:

1.

2.

..... (Executants)

(To be executed by all the members of the Joint Venture)

..... (Name & Title)

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued*

## **Annexure ‘B’**

### **Joint Bidding Agreement/ Joint Venture Agreement**

(To be executed on Stamp paper of appropriate value)

**THIS JOINT BIDDING AGREEMENT** is entered into on this the ..... day of .....20...

### **AMONGST**

1. {....., a company incorporated under the Companies Act, 2013} and having its registered office at .....(hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)AND
2. {....., a company incorporated under the Companies Act, 2013} and having its registered office at ..... (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) The BrihanMumbai Municipal Corporation represented by the Municipal Commissioner and having its principal office at BMC, Municipal Building, Mahapalika Marg, Fort Mumbai 400001 (hereinafter referred to as the “Employer” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited tenders by its **PART I – INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS OF CONTRACT (the “PART I”)** dated ..... for the Design, Build and Operate Contract for Construction of Harvey Road Sewage Pumping Station (10 MLD) And Allied Mechanical, Electrical & Instrumentation Works (the “**Project**”) to be entered into between the selected Tenderer for the Project and the Employer;
- (B) The Parties are jointly tendering for the Project as members of a joint venture and in accordance with the terms and conditions of the PART I and other tender documents in respect of the Project; and
- (C) It is a necessary condition under the PART I that the Parties bidding as a joint venture shall enter into this Agreement and furnish this Agreement to the Employer as part of their tender submission.

### **NOW IT IS HEREBY AGREED as follows:**

#### **1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the PART I.

## **2. Joint Venture**

- 2.1 The Parties do hereby irrevocably constitute a joint venture (the “JV”) for the purposes of jointly participating in the Tender process for the Project.
- 2.2 The Parties hereby confirm and agree that they are participating in the Tender process only through this JV, and not individually and/or through any other Tenderer, either directly or indirectly or through a person who controls, is controlled by, or is under the common control of such Tenderer.

## **3. Covenants**

The Parties acknowledge that the Employer shall require, in the event the JV is declared the selected Tenderer and awarded the Project, that the Tenderer incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 2013 OR JV (agreement registered under Registration Act 1908) for entering into the Contract with the Employer and for performing all its obligations as the Contractor under the terms of the Contract for the Project, and hereby undertake that they shall comply with any such requirement to incorporate an SPV OR JV (agreement registered under Registration Act 1908).

## **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV during the Tender process and until the execution date of the Contract when all the obligations of the SPV / JV (agreement registered under Registration Act 1908) shall become effective;
- b) Party of the Second Part shall be the \_\_\_\_\_ Member of the Joint Venture;

Note : Each party constituting JV shall specify technical role played by the each member of the JV for execution of this contract.

## **5. Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the PART I, the Tender and the Contract, until such time that the Contract is executed by the Contractor and the Employer.

## **6. Shareholding in the SPV/ JV (agreement registered under Registration Act 1908)**

- 6.1. The Parties agree that the proportion of shareholding among the Parties in the SPV/ JV (agreement registered under Registration Act 1908) shall be as follows:

First Party:

Second Party:



- 6.2. The parties further agree that they shall not change proportion of their individual shareholding until the Contract Completion Date, as defined in the Contract.
- 6.3. The Parties undertake that they shall not sell or change their stake in SPV / JV (agreement registered under Registration Act 1908) until the Contract Completion Date, as defined in the Contract.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV Party is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **8. Termination**

Where the Project is awarded to the JV, this Agreement shall be effective from the date hereof and shall continue in full force and effect until such time that the Contract is executed by the JV and the Employer. However, where the JV is not selected for award of the Project, the Agreement will stand terminated upon return of the Tender Security by the Employer to the Tenderer.

## **9. Miscellaneous**

- 9.1. This Agreement shall be governed by laws of India.
- 9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of FIRST PARTY

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PARTY

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

- 1.
- 2.

**SECTION – I: Part D**  
**SPECIAL CONDITIONS OF CONTRACT**

### **Special Conditions of Contract**

#### **1. SUBMISSION OF SYSTEM PERFORMANCE CURVE.**

The tenderer is requested to study the required system parameters carefully while selecting the pumping equipment's. The tenderer shall submit the system performance curve along with the offer.

#### **2. OPERATION & MAINTENANCE OF THE PLANT**

In addition to the obligations under defect liability period of the contract, the contractors will have to operate / maintain the installation as under and as per technical specifications.

- a After successful commissioning & Trial Run of Newly Constructed Pumping Station, Contractor shall Operate & maintain the Pumping Station satisfactorily for 36 months under the contract.
- b During the period of operation & maintenance the contractor shall -
  - i Operate & maintain the works on behalf of corporation.
  - ii supply the Manpower, Material & plant for all routine maintenance and renovation of the works inclusive of consumable spares, papers etc.
  - iii Provide a scheme of training corporation's operator at the end of the year, if directed by the engineer.
  - iv Instruct the corporation's operator in the maintenance & operation of works. A programme shall be submitted by the contractor for the training of operator both supervisory & subordinate level.
  - v Advise on the operation of the works.
  - vi Carryout maintenance, repairs of defects immediately.
  - vii During the O&M period, the contractor shall operate the Pumping station daily for 24x7 for 3 years
  - viii Logging and maintaining of records for operation & Maintenance, preparing schedules for maintenance and carrying out the maintenance work as per schedule.

#### **3 STAFF TO BE EMPLOYED DURING OPERATION & MAINTENANCE :**

Staff to be employed during Operation & Maintenance shall be as per Technical Specifications Vol II.

However, for any maintenance works additional staff shall be deployed as per the requirement and instructions from the Engineer.

NOTE: The shift shall be of 8 hrs.

In addition to above, the log sheet of the Operation & Maintenance shall be maintained as directed.

It will be responsibility of the contractor to get the operating staff insured under Workman Compensation Policy (Insurance) as per Labour Act -1923 & Fatal Accident Act -1955 (subsequent laws(s) amended from time to time). BrihanMumbai Municipal Corporation will not be responsible for any financial liabilities in case of any accident / hazard.

**4. PENALTY FOR NOT PUMPING THE SEWAGE DUE TO FAULT OR LAPSE OF THE CONTRACTOR OTHER THAN FAILURE OF ELECTRIC POWER SUPPLY FROM THE POWER SUPPLY AUTHORITY :**

During the O&M period at any time if the contractor fails to deliver the sewage through the pumping equipment other than the reason stated above, a penalty for non-achieving the pumping performance shall be levied to the contractor.

Damages during O&M Period for non-functioning of entire plant per 8 hour shift – INR 16,000/- . This shall be prorated for non-functioning periods less than 8 hours.

Damages during O&M period for non-supply of staff, Rs.1500/- per person per shift or part thereof.

For non-attending the breakdowns / not reinstating of the following major equipment for more than 7 days will attract penalty of Rs 2,000/- per unit per day. Main Pump, Mechanical Screen and Control & Instrumentation Panel.

For non-attending the breakdowns / not reinstating of the following other equipment for more than 7 days will attract penalty of Rs.500/- per unit per day. EOT Crane, Sluice Gates, Piping, Delivery Valves, etc.

These charges shall be recovered from the Interim Bill of the month during which the fault was noticed or from any pending dues to the Contractor.

**5. PAYMENT FOR OPERATION AND MAINTENANCE (O&M) WORKS**

For the Operation and Maintenance of the pumping station, the interim payment will be payable Quarterly on completion of successful Operation and Maintenance.

Electricity used in the Operation and Maintenance of the pumping station shall be paid directly by the Employer.

All other charges including all materials, consumables, and spares required during O&M, Operators, Labourers and Engineers etc. shall be borne by the Contractor.

**6. STATUTORY CLEARANCES**

- a. The successful tenderer has to obtain all statutory clearances from Director of safety & Health, Electrical Inspector, Tree Authority, CRZ or any other Agency as may be required. Liaisoning for the same shall be the responsibility of the successful bidder.
- b. The required fees/payments to statutory authorities shall be paid initially by the contractor and the same will be reimbursed on submission of original receipts.

**7. PROVISION OF ELECTRICITY SUPPLY & ITS PAYMENT:**

**During Design- Build Period: -**

The successful bidder shall procure temporary power supply for construction purpose and pay the bills towards the same till pumping station is put under operation & maintenance after completion of commissioning & successful trial run period.

The successful bidder shall use the existing power supply of the pumping station for pumping out Incoming Sewage from RCC sump through rising main till commissioning & successful trial

run of New Pumping Station and pay the bill for the same. It will be the responsibility of the contractor to collect the bill from supply co and make the payment directly to supply company and submit the receipt of bill paid to employer.

The financial quote by the contractor must include the charges of electricity bill charges during the Design Build Period.

**During O&M Period: -**

The successful bidder shall procure permanent power supply for New Pumping Station.

Monthly electricity bills of the Pumping Station during Operation & Maintenance period will be paid by the Employer. It will be the responsibility of the contractor to collect the bill from supply co. immediately and submit to employer for making payment.

## 8. TIME FOR COMPLETION

The Time for Completion, which is the time from the Commencement Date to the issue of the Final Taking-Over Certificate No 2 at the end of the Operation and Maintenance period, shall be as given in the Special Conditions. The bidder shall rectify all defects under defect notification (liability) Period from the date of successful completion of Trial Run Period of Pumping Station.

Sr. No.	Description	Period (Months)	Start	End
1	Design Build Period (including Commissioning)	<b>20 Months</b> <i>(02 months Design Engineering + 03 Month for construction of Sump Near Incoming MH + its Trial Run for 1 month + 14 Months for Demolition of Existing PS and New Construction)</i>	Date of Commencement	Commissioning Date issued by Engineer or person designated by Engineer
2	Trial Run (After successful commissioning)	01 Month	After Commissioning Date issued by Engineer or person designated by Engineer	After successful Trial Run as decided by Engineer or person designated by Engineer
3	Operation and Maintenance / Defect Liability period	36 Months	Date of Completion of successful Trial Run	36 Months after Date of Completion of successful Trial Run

### Note:

TOC-1 will be issued after successful Trial Run.

TOC-2 will be issued after successful completion of Defect Liability Period & O&M Period of 36 Month



## Grievance Redressal Committee (GRC) Circular

BRIHANMUMBAI MUNICIPAL CORPORATION

Chief Engineer (Vigilance) Dept.

Circular

No.ch-E(V)/436/B dated 18/05/2023

Sub: - Annexing the Clause of GRC (Grievance Redressal Committee) in all the tenders.

Ref: - 1) AMC(P)'s approval U.no. AMC/P/677 dated 27.04.2023

As per the directions of AMC(P) u.no. AMC/P/677 dated 27.04.2023, all the concerned HODs, Ch.Eng. are requested to annex the Clause of GRC (Grievance Redressal committee) accompanying with this circular, in every tenders, so that vendor directly do not approach to higher authorities.

(Girish B. Nikam)

Chief Engineer (Vigilance) IT.

C.C. to:

City Engineer, Hydraulic Engineer, Ch. E.(Roads & Traffic), Ch.E.(S.W.D.), Ch.E.(C.S.),  
Ch. E. D.P., Ch.E.(W.S.P.), Ch.E.(S.P.), Ch.E.(S.O.), Ch. E. (B.M.), Ch.E.(M&E).,  
Ch.E.(M.S.D.P.), Ch.E.(S.W.M.), Ch.E.(C.T.I.&R.C.),  
C.A.(Finance), C.A.(Treasury), C.A.(Stores), Law Officer.  
Dy.Ch. E. (Roads)City /W.S./E.S., Dy.Ch. E.(Bridges), Dy.H.E. City/W.S./E.S.,  
Dy.Ch. E. (S.W.D.)City/E.S./W.S., Dy.Ch.E.(Civil)Environmental, Dy.Ch.(SIC),  
Dy.Ch.E.(B.M.)City/W.S./E.S., Dy.H.E.(Ops), Dy.H.E.(PPC), Dy.H.E.(Const),  
Dy.C.E.(P.I.Cell), Dy.Ch.E(HIC), Dy.C.E. (BC)City / E.S./ W.S., Dy.H.E.(Maint),  
Dy.Ch.E.(Traffic),  
Asst. Comm.(.....)Wards., Asst. Comm.(Market.), Asst. Comm.(Estate),  
E.E. (B.C.) City, E.E. (B.C.) W.S., E.E. (B.C.) E.S., E.E.(M & R),E.E. (Garden  
Cell)A.O.FAS, A.O.FSA, A.O.FRD-II (City), A.O. (Stores), A.O.(Transport),  
Dean KEM Hospital, Dean Nair Hospital Dean Sion Hospital, Dean Cooper Hospital.

23 MAY 2023

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## ANNEXURE

### GRIEVANCE REDRESSAL MECHANISM

BMC has formed a Grievance Redressal Mechanism for redressal of bidder's grievances. Any Bidder or prospective Bidder aggrieved by any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, in Packet 'A', 'B' & 'C' can make an application for review of decision of responsiveness in Packet 'A', 'B' & 'C' within a period of 7 days or any such other period, as may be specified in the Bid document.

While making such an application to procuring entity for review, aggrieved bidders or prospective bidders shall clearly specify the ground or grounds in respect of which he feels aggrieved.

Provided that after declaration of a bidder as a successful in Packet 'A' (General Requirements), an application for review may be filed only by a bidder who has participated in procurement proceedings and after declaration of successful bidder in Packet 'B' (Technical Bid), an application for review may be filed only by successful bidders of Packet 'A'. Provided further that, an application for review of the financial bid can be submitted, by the bidder whose technical bid is found to be acceptable / responsive.

Upon receipt of such application for review, BMC may decide whether the bid process is required to be suspended pending disposal of such review. The BMC after examining the application and the documents available to him, give such reliefs, as may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

BMC shall deal and dispose off such application as expeditiously as possible and in any case within 10 days from the date of receipt of such application or such other period as may be specified in pre-qualification document, bidder registration document or bid documents, as the case may be.

Where BMC fails to dispose off the application within the specified period or if the bidder or prospective bidder feels aggrieved by the decision of the procuring entity, such bidder or prospective bidder may file an application for redressal before the "Internal Procurement Redressal Committee" within 7 days of the expiry of the allowed time or of the date of receipt of the decision, as the case may be. Every such application for internal redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- and fee shall be paid in the form of D.D. in favour of M.C.G.M.

**1<sup>st</sup> Appeal by the bidder against the decision of C.E./ HOD/ Dean can be made to concerned DMC/Director who should decide appeal in 7 days.**

If not satisfied, 2<sup>nd</sup> Appeal by the bidder can be made to concerned A.M.C. for decision.



Grievance Redressal Committee (GRC) is headed by concerned D.M.C./ Director of particular department for the first appeal/ grievances by the bidder against the decision for responsiveness / non- responsiveness in Packet 'A', Packet 'B' or Packet 'C' and if not satisfied, concerned A.M.C. will take decision as per second appeal made by the bidder.

This Grievance Redressal Committee (GRC) will be operated through DMC (CPD) office where appeals of aggrieved bidder will be received with fee of Rs. 25,000/- from aggrieved bidder. The necessary correspondence in respect of said applications to the aggrieved bidder & concerned department, issuing notices, arranging of Grievance Redressal Committee (GRC) with D.M.C. and further proceeding will be carried out through registrar appointed by MCGM.

No application shall be maintainable before the redressal Committee in regard of any decision of the BMC relating to following issues:

Determination of need of procurement

The decision of whether or not to enter into negotiations.

Cancellation of a procurement process for certain reasons.

On receipt of recommendation of the Committee, It will be communicate his decision thereon to the Applicant within 10 days or such further time not exceeding 20 days, as may be considered necessary from the date of receipt of the recommendation and in case of non-acceptance of any recommendation, the reason of such non-acceptance shall also be mentioned in such communication.

Additional Municipal Commissioner and/or Grievance Redressal Committee, if found, come to the conclusion that any such complaint or review is of vexatious, frivolous or malicious nature and submitted with the intention of delaying or defeating any procurement or causing loss to the procuring entity or any other bidder, then such complainant shall be punished with fine, which may extend to Five Lac rupees or two percent of the value of the procurement, whichever is higher.

Official Seal and Address

Full Signature of the tenderer with