

INDEX

Section	Description	Pg.No.
I	e -TENDER NOTICE	05-12
II	DISCLAIMER	13-16
III	SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING	17-24
IV	INSTRUCTION TO BIDDERS	25-50
V	GENERAL CONDITIONS OF CONTRACT	51-68
VI	TERMS OF REFERENCE	69-92
VII	FRAUD AND CORRUPT PRACTICES	93-98
VIII	TECHNICAL PROPOSALS- STANDARD FORMS	99-116
IX	FINANCIAL PROPOSALS – STANDARD FORMS	117-120
X	APPENDICES	121-146
XI	PRICE PACKET –C	147-149

SECTION - I

e -TENDER NOTICE

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. CHE / 4068/ Coastal Road / dated 12/03/2021

e-TENDER NOTICE

1. The coastal road project is undertaken by MCGM to decongest the traffic in Mumbai. The project is a 4+4 lane freeway from Princess Street Flyover to Worli End of Bandra Worli Sea Link. For the purpose of construction the project is divided in various packages. The road consists of tunnels, bridges, roads on reclamation and interchanges. In order to quickly take up the implementation of the project, it is proposed to appoint suitable Consultant to Survey for compensation of fisher-folk communities, formulate compensation policy, disbursement of compensation amount to eligible PAPs and get work done as per specifications laid down in the tender documents. Consultant with proven relevant experience in conducting survey work for project affected fishermen will be appointed for contract.
2. The Municipal Commissioner of Greater Mumbai invites the online tenders in three packet system on "Least Cost Quality Selection (LCQS)" for providing **"Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link"**. The tender copy can be downloaded from MCGM's portal (<http://www.mcgm.gov.in>) under "e-procurement" section.

2. Minimum Qualifying Criteria:

To be eligible to apply for the tendering, the Consultancy firm, shall have the following technical and financial capabilities as outlined below-

The Consultancy **firms** possessing the capability to deliver the assignment & in **existence for at least 07 years** (Authorized change in name & style shall be considered), if the eligible Consultancy **firm(s)** are using credentials of Parent/ Group companies, in such cases, its Parent/Group And Indian counterpart shall give an affidavit stating that there is no debaring or blacklisting at present anywhere in India.

However, if company at any point of time is convicted for criminal action, its contract will be deemed terminated at their risk & cost with forfeiture of all payments, deposits etc. along with action of blacklisting, if credential of Parent Company are used."

A) Technical Capabilities :

The Consultancy firms shall be in existence for at least 07 years, must have experience of successfully carried out survey work for project

affected fishermen in Govt. / Semi Govt. projects in India in last 7 years. The experience certificate shall be certified by the Competent Authority.

B) Financial Capabilities

The bidder shall have minimum average annual financial turnover of Rs 1.00 Crore in last three financial years ending 31st March 2020 as certified by CA.(2017-18, 2018-19 & 2019-20).

A) Joint venture will not be allowed. However, proprietary / partnership firms / Pvt. Ltd. Co. / Public Ltd. Co./Companies registered under Indian Company Act are allowed to bid. Wholly owned subsidiary firm of the foreign company is eligible to quote individually, on the basis of the credentials of its parent company with parent company guarantee, if they submit certificate from the parent company to that effect. In case, the qualification is on the basis of Parent company then both Parent company & subsidiary shall sign contract with MCGM.

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

- i. The firm shall submit the relevant project details for Eligible Experience along with work order and scope of work in hand
- ii. Bidders shall submit copy of Pan Card along with IT returns for the last five financial years, in case of an Indian Company, and Audited Balance Sheets for last five financial years in case of Foreign Companies.
- iii. The Bidder shall have the minimum Turnover as specified (at the close of the preceding financial year)
- iv. For experience related to work, parent company bidding can share the subsidiary experience providing required certificates, while a subsidiary firm can share parent/subsidiary experience while bidding by providing certificates of parent company. However, the parent company has to provide the guarantee.

B) The Bid which is beneficial to MCGM shall be accepted and the Work will be awarded to the Bidder accordingly. The decision in this regard will be final and binding on all the Bidders. Bidders who have been already awarded PMC & GC for package I, II & IV of the Mumbai Coastal Road Project shall not be eligible to participate in bidding process.

C) The Consultants bidding for the Consultancy services should not be associated with the said Project previously in terms of DPR or preparation of the bid documents or as a General Consultant or as a PMC.

Interested consultant may obtain further information in the office of the -

Office of the Chief Engineer (Coastal Roads),
Third floor, Engineering Hub Building, Dr. E. Moses Road,
Near Worli Naka, Worli, Mumbai-400 018, Maharashtra, India
Phone: +91-022-24958001, +91-022-24958101,
E-mail: che.coastalroad@mcgm.gov.in

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

e-Tender/ Bid No.	Name of the Work	Earnest money Deposit (INR)	e-Tender Document Price per copy	Contract period
7100207037	Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link	Rs.1,80,000/- through online system shall be submitted at the time of submission of Bid	Document Cost: Rs.8,500/- + 5% GST	36 months Inclusive of monsoon.

8. Bidders are required to pay the above EMD through online gateway of Municipal Corporation of Greater Mumbai, on or before the end date & time of submission of tender, failing which, the Bids shall be treated as non-submitted and any sort of the submissions of such Bidder shall not be considered.

9. 10% of EMD paid by the consultant shall be forfeited by MCGM, if tenderer becomes non-responsive.
10. The e-Tenderer(s) should upload scanned digitally signed copy of the original registration certificate to get registered with MCGM for e-tendering process, login credentials to participate in the online tendering process before purchasing / uploading / Submitting the e-tender copy. 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 (Coastal Road) 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:
11. Bidders shall be disqualified, if found suppress / hide any information regarding the debarment / litigations / FIR against company's personnel / blacklisting / submission of false / forge documents / misrepresentation or omission of any other material fact / any other such information which potentially harm interest of MCGM. Entire EMD (100% EMD) paid by such disqualified Bidders shall be forfeited by MCGM, Any contract entered into under such conditions will also be liable to be cancelled at any time during its existence and penal action including black listing of such firms will be taken.
12. The bidders who had been disqualified in earlier invited PMC tender of Package I, II & IV for Mumbai Coastal Road Project for the reasons being blacklisted or being breached the tender condition by hiding information of litigation / FIR against Company / JV partner / Group Company's personnel / blacklisting of company / JV partner / group company or being failed to disclose any situation of actual or potential conflicts that impact their capacity to serve best interest of MCGM or being failed to declare in JV agreement that there is litigation pending against company / JV / JV partner / Group company etc. shall not be eligible to participate in consultancy services bidding process. The bid of such bidder will be rejected without any communication and entire EMD (100 %) amount will be forfeited.

Bid No.	Sale of e-Tender starts from	Last Date of Sale	Date of submission of e-tender	Opening of packets of e-Tender In the Office of Ch.E (Coastal Road)		
				e-Packet 'A'	e-Packet 'B'	e-Packet 'C'
7100207037	16/03/2021 from 11.00 hrs	06/04/2021 upto 12.00 hrs	06/04/2021 upto 16.00 hrs	07/04/2021 after 15.00 hrs	07/04/2021 after 15.05 hrs	20/04/2021 after 15.00 hrs

Bidders shall express the price of their services in the Local currency Indian Rupees (INR).

Other details can be seen in e-tender document. The dates and time for submission and opening of the bid is as shown in the Header data; if there are any changes in the dates the same will be displayed on the MCGM Portal: <http://portal.mcgm.gov.in>

**Sd/-
Chief Engineer (Coastal Road)**

SECTION II

DISCLAIMER

DISCLAIMER

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

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

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

The Municipal Corporation of Greater Mumbai(MCGM), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Municipal Corporation of Greater Mumbai (MCGM) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.

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

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

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

SECTION-III

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

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

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

- I. **Transfer from R3 (Registered Consultants with MCGM) to SRM**
 - a) Consultants already registered with MCGM will approach to Vendor Transfer cell.
 - b) Submit his details such as(name, vendor code ,address, registered Email ID, pan card etc.) to Vendor transfer cell
 - c) MCGM authority for Vendor Transfer transfers the Vendor to SRM Application from R3 system to SRM system.
 - d) Transferred Vendor receives User ID creation link on his supplied e-mail ID.
 - e) Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.
- II. **Online Self Registration (Temporary registration for consultants not registered with MCGM)**
 - a) Vendor fills up Self Registration form via accessing MCGM portal.
 - b) Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
 - c) Accepted Vendor receives User ID creation email with Link On his supplied e-mail Id.
 - d) Vendor creates his User ID and Password for e-tendering application.
5. No manual offers sent by Post/Fax or in person shall be accepted against e-tenders. Physical submissions are not allowed. All such physical submissions shall be considered as invalid offers without any consideration
6. Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the bid document as well as confirmation of the bid

offered by the consultant which shall include acceptance of special directions/terms and conditions incorporated, if any.

7. All the documents and data submitted by consultant online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the consultants willing to participate in e-Tendering to procure digital signature certificate of class-2/class-3 and 'Company' Type.
8. Digital Signature Certificates: Consultants can procure digital signature certificate from any of the certifying authorities in India.
9. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
10. In order to participate in an e-Tender, the registered consultants need to follow the steps given below.
 - a) Open the e-Tendering application by clicking the link available in 'e-Tendering' section of MCGM Portal.
 - b) Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Please note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.
 - c) Login to the application with your credentials and follow the instructions given in the document 'User Manual for Vendors–Bidding Process' which is available in the 'e-Procurement' section of MCGM Portal.
 - d) Make payment of tender fee online and the same can be done by accessing 'Pay Tender Fees' option. By this one will be able to pay Tender fee through Payment Gateway. If the transaction is successful the consultant can register his interest to participate. Without Registration one cannot quote for the Bid/Tender. Download all the documents by clicking the links Folder "MCGM's Documents", which includes the bid documents along with other relevant information documents.
 - e) Pay EMD as per the instructions given in the Bid Document.
 - f) Upload the tender (bid) documents as specified in the Sr.No. 13 below of this document, in the same folder named "Bidder's Documents". System will prompt for digital signature certificate while uploading these documents.
 - g) The consultant shall download the relevant documents where the information is to be filled in, take out the print, fill up the required

information and sign, scan the documents and upload the same in the folder named "Bidder's Documents".

- h) Before Submission, Bidders to verify/ensure that the documents are uploaded properly.
- i) Submit the Commercial bid (Packet C) by filling in the values on the screen. All the inputs given on this screen need to be digitally signed and saved.
- j) Packet A, the technical bid (Packet B) and commercial bid (Packet C) shall be submitted online on and before the date and time mentioned for submission of bids Physical submissions are not allowed.
- k) The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version. Bid creator (MCGM) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.
- l) Ensure that your bid is submitted by verifying the 'Bid Status' of the bid in the initial bids listing screen as 'Bid submitted'.

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

In case of any difficulties faced while uploading data by the consultant in online process, it should be referred to e-mail ID's given on MCGM Portal, under e-tendering tab.

12. Bidders are requested to submit and upload the e-tenders in time on or before the stipulated day so as to avoid rush at the closing hours. MCGM will not be responsible for poor connectivity of network/internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator (MCGM) within stipulated time limit, MCGM shall not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by Consultants or sent to Consultants, if not received or bounced back at the receiving end due to any problem in server or connectivity, MCGM shall not be held responsible. It is the responsibility of the consultants to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Consultants should scan all the documents before uploading the same.
13. Following documents shall be uploaded by the consultants in the folder named "Bidder's Documents" in the online e-Tender.

(I)The e-Packet 'A' shall contain the following-

All the Appendices needs to be submitted in e-Packet “A “

- 1) Bidders have to create their online e-wallet. System will generate acknowledgement of the E.M.D. paid online through payment gateway from e-wallet of the bidder.
- 2) In case of Indian consultants scanned copy of GST Certificate is mandatory. Those not registered shall submit an undertaking to that effect.
- 3) In case of Indian consultants scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- 4) Scanned copy of Company Registration Certificate
- 5) Scanned copy of latest Partnership Deed, in case of Partnership firms.
- 6) Scanned copy of duly registered Power of Attorney, wherever applicable.
- 7) Valid e-Mail ID's of the consultants.
- 8) Scanned copy of Bank Solvency Certificate as per Appendix-D.
- 9) Scanned copy of Form of Undertaking to provide Parent Company Guarantee as per Appendix-E, if applicable.
- 10) The bidder shall submit an Undertaking on Rs. 500/- stamp paper stating therein that the information submitted in packet A & B is true and correct as per condition.
- 11) Scanned copy of Parent Company Guarantee as per Appendix-F, if applicable.
- 12) Scanned copy of Statement of Legal Capacity as per Appendix-G
- 13) Scanned copy of Power of Attorney for signing of Application as per Appendix-H
- 14) Scanned copy of Undertaking Cum Indemnity Bond as per Appendix-I
- 15) Scanned copy of Tenderer information form as per Appendix-J

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

Complete Technical Proposals- Standard Forms as per Section VIII.

Consultants may note that Municipal Commissioner shall reject the bid if the consultant 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 copies of the documents uploaded in Packet “A” & Packet “B” will be compared with the original documents. If any discrepancies are observed such consultants will be disqualified from the bidding process.

Note:

The consultant should furnish e-mail IDs of the firm for communication. Any communication with the bidder will be made on such provided e-mail IDs only.

If any additional information is requested by M.C.G.M. then such additional information should be e-mailed within the period stipulated .If additional information is not received in stipulated time, in such lapses M.C.G.M shall not be responsible and it will be treated as Non-compliance of additional information by the Consultants.

(III) The e-Packet ‘C’

The Consultant shall submit the Commercial bid (Packet C) **online** by filling Complete Financial Proposals.

Mandatory Requirement (must be uploaded) once opening date and time (Price Bid opener filled online date and time) of the e-Packet C is expired, MCGM can open the commercial online Bid submitted by the consultant. A bid comparison report would be generated which will give ranking of consultants according to the total cost. **The final selection will be as per “Least Cost Quality Selection (LCQS)” method.**

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/ Consultant”

Vendor read as “Contractor/Consultant”

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

Percentage Variation read as “Percentage Quoted”

Purchaser read as “Department/MCGM”

SECTION-IV

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

GENERAL

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

4.0 Scope of Consultancy

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

5.0 Clarifications to the Bidder:

Each Bidder shall upload only one tender for the specific package. Bidder who submits more than one Bid will cause all the bids of the said Bidders to be rejected.

- a) Firms with common proprietors/partners connected with one another either financially or as principal agent or as master and servant or with proprietor/partners closely related with each other such as minor son/daughter and minor brother/sister shall not tender separately under different names for the same contract.
- b) If it is found that firms described vide above clause have tendered and uploaded separately under different names for the same contract, all such tenders shall stand rejected, EMD and tender deposits of such e-tenderers shall be forfeited. Any contract entered into under such conditions will also be liable to be cancelled at any time during its existence and penal action including black listing of such firms will be taken.
- c) The Commissioner reserve the right to accept or reject any bid or all the bids or annul the bidding process at any time prior to award without assigning any reasons thereby incurring any liability to the affected Bidder or any obligation to inform the Bidder(s) of the ground for corporation's action

6.0 Site Visit:

In order to obtain first-hand information /opinion on the assignment, the Bidders are advised to visit the site of the Project mentioned in Terms of

Reference and also requested see the project information/reports on MCGM website under subhead 'New Project Details' before submitting their proposal. Required assistance may be obtained from the “**Office of The Chief Engineer (Coastal Road)**”, Third Floor, Engineering HUB Building, Dr.E.Moses Road, near Worli Naka, Worli, Mumbai- 400018” with prior appointment in writing except Second and Fourth Saturdays of the month excluding public holidays & Sunday.

7.0 Bid Validity Period

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

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

8.0 Documents comprising of bid

The Bid document comprises the following -

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

9.0 Earnest Money Deposit (EMD)

- a) Bidders are required to pay as part of their proposals the EMD of Rs.1,80,000/-through online system of Municipal Corporation of Greater Mumbai, on or before the time & date of submission of tender, failing which, the Bid shall be treated as non-submitted.
- b) If the tenderer withdraws his tender offer during the tender validity period his Earnest Money deposit shall be forfeited.

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

- a) The Bid Security/EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits.
- b) 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.
- c) In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security/EMD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure.
- d) 10% of EMD paid by Bidder shall be forfeited by MCGM, if tenderer fails to furnish required information in Packet-B after intimation is given to him for eligibility.
- e) If successful tenderer refuses to accept the work allotted to him, his earnest money deposits will be forfeited. Further, next lowest tenderer in the ranking list of the responsive tender shall be given chance.

10.0 Minimum Qualifying Criteria:

10.1 Eligibility

- a. Joint venture will not be allowed. However, proprietary / partnership firms / Pvt. Ltd. Co. / Public Ltd. Co./Companies registered under Indian Company Act are allowed to bid. Wholly owned subsidiary firm of the foreign company is eligible to quote individually, on the basis of the credentials of its parent company with parent company guarantee, if they submit certificate from the parent company to that effect. In case, the qualification is on the basis of Parent company then both Parent company & subsidiary shall sign contract with MCGM.
- b. The Consultancy firm must not have been blacklisted or debarred or suspended (either as single entity or as partner of JV) by any Govt. /Semi govt. Authority, Funding Agencies like World Bank/ADB/ JICA etc. at the time of submission.
- c. The firm will be excluded from selection process, if it is debarred/blacklisted during the period of start of bidding and finalization of award.
- d. Suppression of any information or material by the Bidder regarding the Debarment, details of Litigation history, blacklisting of the consultant, misrepresentation or omission of any other material fact in order to influence a selection process would be construed as a fundamental breach and will lead to the disqualification of the Bidder or the termination of its Contract without any further correspondence.
- e. A consistent history of litigations/awards against the Bidder will result in rejection of the bid. Suppression of any information or material in

this regard would be construed as a fundamental breach and MCGM reserves its right to take appropriate action including cancellation of the bid, forfeiting of bid security etc., as may be deemed fit by MCGM at any time without requiring to give any notice to the applicant in this regard.

- f. The consulting firm should have been registered (Registrar of Firms/Company of Consulting engineers /Govt. /Govt. Undertaking) under same name & style for at least 7 years. (Authorized change in name & style shall be considered).
- g. The consulting firm shall have the required experience (not earlier than 7 years) as required under eligibility criteria.
- h. Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCGM, which may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- i. No Bidder shall be affiliated with a firm or entity who is involved with the tendering process for the referred works.
- j. The consulting firm shall be in position to provide at least the staff as mentioned under the 'Personnel capabilities'. The staff shall be either in employment of the firm or shall have the consent letter from the prospective staff to accept employment from the consulting firm during the contract period and availability during the contract period including extended period.
- k. The consent letter shall have obtained prior to submission of bid.
- l. The tender documents are not transferable. Only those Bidders who have purchased the tender documents are eligible to submit their bid.
- m. The firm shall enclose to their technical offer, the relevant copies of experience certificate signed by authorized signatory of employing organization OR concessionaire for each period and contract information for references.

OR

Certificate signed by officer not below the rank of Executive Engineer/ Superintendent Engineer Notarized copies of contract agreement of the relevant project of which experience certificate is attached shall be submitted.

- n. If it is found that, proprietor / partner / POA holder / Director / President / Vice president / Authorized representative of company bidding for consultancy services, have been booked for serious offence or associated with any blacklisted / debarred company, all such bid(s) shall stand rejected and tender deposit of each such firm / establishment shall be forfeited. In addition such firms / establishments shall be liable, at the direction of the Municipal Commissioner, for further penal action including blacklisting.

10.2 Technical & Financial capabilities

To qualify for award of this contract, the Bidder must demonstrate and upload requisite documents establishing compliance with the following minimum qualifying criteria.

The Consultancy **firms** possessing the capability to deliver the assignment & in existence **for at least 07 years** (Authorized change in name & style shall be considered), if the eligible Consultancy **firm(s)** are using credentials of Parent/ Group companies, in such cases, its Parent/Group And Indian counterpart shall give an affidavit stating that there is no debarring or blacklisting at present anywhere in India.

However if company at any point of time is convicted for criminal action, its contract will be deemed terminated at their risk & cost with forfeiture of all payments, deposits etc. along with action of blacklisting, if credential of Parent Company are used.”

A) Technical Capabilities :

The Consultancy firms shall be in existence for at least 07 years, must have experience of successfully carried out survey work for project affected fishermen for rehabilitation, Compensation, Obtaining Statutory Clearances, Discussing & Co-ordination with various Govt., NGO's Authorities etc. in Govt. / Semi Govt. projects in India in last 7 years. The experience certificate shall be certified by the Competent Authority.

B) Financial Capabilities

The bidder shall have minimum average annual financial turnover of Rs.1.00 Crore in last three financial years ending 31st March 2020 as certified by CA.(2017-18, 2018-19 & 2019-20).

Joint venture will not be allowed. However, proprietary / partnership firms / Pvt. Ltd. Co. / Public Ltd. Co./Companies registered under Indian Company Act are allowed to bid. Wholly owned subsidiary firm of the foreign company is eligible to quote individually, on the basis of the credentials of its parent company with parent company guarantee, if they submit certificate from the parent company to that effect. In case, the qualification is on the basis of Parent company then both Parent company & subsidiary shall sign contract with MCGM.

The Consultants bidding for the Consultancy services should not be associated with the said Project previously in terms of DPR or preparation of the bid documents or as a General Consultant or Project Management Consultant.

The Consultants who does not fulfil these criteria shall be disqualified and their Packet C shall not be opened. Similarly Packet C of the Consultants who fail to score minimum 75(Seventy Five) marks in technical evaluation shall not be opened.

10.3 Personnel Capabilities

Consultants shall upload general information on the management structure of the firm, and shall deploy qualified personnel to fill the key positions for entire contract period and extended period, if any, as under –

Requirements of qualification and experience for the Key Personnel

Broad position of key professional Staff	Minimum Number of Personnel required	Minimum Qualification	Overall Experience	Specific Experience of Similar Nature
Team Leader	1	Post Graduate or equivalent in Social Science or Environmental Planning or Natural Sciences	15 Years	Min 3 years of Experience in Rehabilitation & Resettlement project, dealing with PAP's and their compensation or Project affected
Social Specialist	1	Graduate or equivalent qualification in Social Science or Environmental Planning	10 Years	Experience in implementing environmental mitigation measures of development projects.
Fisheries Expert	1	Graduate. or equivalent in Marine or Fisheries Science	10 Years	Experience in Marine Science. Ex – Officer of Fisheries Dept will be preferable
Senior Management Officials.	1	Master or equivalent qualification in Management.	10 Years	Experience in planning & execution of similar eligible projects.
Junior Management Officials.	3	Graduate in any branch	2 Years	Experience in planning & execution of similar eligible
Supervisor	5	HSC pass	2 Years	Experience in supervising similar eligible

Non-Key / Supporting Staff:

Beside above Key Personnel, the bidders will have to hire services of Non-Key / Supporting staff in sufficient numbers as and when required for completing the assignment in given timeline.

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

- 2) The Bidder should consider the cost of the staff other than key personnel to complete the Mumbai Coastal Road Project as per scope of Work.
- 3) Man month are only indicative, however the bidders shall quote lump sum based on their assessed requirement of Personnel Capabilities for the project for 36(Thirty Six) months Inclusive of Monsoon.
- 4) The key personnel with intermittent inputs may be permitted to take up other assignments not conflicting with the schedule of this work also they may take leave with intimation & prior approval of the Engineer. However, the said staff must be present whenever they are needed by the GC and/or Authority. Any losses incurred by the client due to non-availability of these Key personnel shall be borne by the Consultant.
- 5) For the positions of Team leader, Social Specialist, Fisheries Expert, and Sr. Management Officials shall have experience of Rehabilitation projects in MMR region. The deployment of suitable personnel is considered preferred for the successful completion of the project. Consultants are therefore advised to propose highly experienced and competent personnel for these positions
- 6) The requirement of Key Personnel and their required qualifications & experience is mentioned above. Moreover, Consultant has to engage Non-Key staff while conducting field survey and office. Consultant's financial proposal shall be inclusive of such procurements.
- 7) The Key Personnel shall not be entitled to be paid for over time nor to take paid sick leave or vacation leave except as specified in tender hereto, and except as specified in such Appendix, the Consultants remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in tender. Any taking of leave by Personnel shall be subject to the

prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the service.

- 8) After award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The client will not consider substitutions during contract implementation except under exceptional circumstances. For the reason other than death/ extreme medical ground (i) for total replacement up to 25% of key personnel, remuneration shall be reduced by 10% (ii) for replacement between 25% to 50%, remuneration shall be reduced by 15% (iii) for replacement beyond 50% of the total key personnel, the Client may initiate debarment proceedings so as to debar such consultant for future projects of MCGM for a period of 12 months to 24 months. If, for any reason beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement a person of equivalent or better qualification and experience.
- 9) Consultant may hire the services of suitably qualified and experienced key professional staff (ensuring their availability for the project duration) to enhance the quality of the team, if such staff is not readily available within their own organization. However, majority of the key professional staff should be permanent employees of the consultants.

Note: Consultant's financial offer shall be inclusive of procurement of Key Personnel, Non Key Personnel, overheads and profits, Taxes (Excluding GST), office, Transportation, communication, reports/drawings & documents; office & survey equipments, GPS system, deployment during completion of project work, camping in villages and hire charges of boats deployment during completion of project work.

11.0 Preparation of Bids

GENERAL

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

Queries relevant to the bid documents shall be addressed to Chief Engineer (Coastal Road), preferably at least 1day prior to the pre proposal meeting.

- 11.2 MCGM will respond to any such request for clarifications, which are received in stipulated time. The response however, will be in the form of written communication.
- 11.3 The Consultant 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 Consultant.
- 11.4 The Consultant 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 Consultant has violated this condition, his bid is liable to be rejected.
- 11.5 Any addenda thus issued shall be part of the proposal documents and will be binding. MCGM may, at its discretion, extend the last date for submission of proposals.
- 11.6 Pre-bid meeting :

Deleted

12.0 Language of Bid

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

13.0 Format of the Bid

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

Packet A

All the Appendices needs to be submitted in e-Packet “A “

- 1) Bidders have to create their online e-wallet. System will generate acknowledgement of the E.M.D. paid online through payment gateway from e-wallet of the bidder.
- 2) In case of Indian consultants scanned copy of GST Certificate is mandatory. Those not registered shall submit an undertaking to that effect.
- 3) In case of Indian consultants scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be.

However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.

- 4) Scanned copy of Company Registration Certificate.
- 5) Scanned copy of latest Partnership Deed, in case of Partnership firms.
- 6) Scanned copy of duly registered Power of Attorney, wherever applicable.
- 7) Valid e-Mail ID's of the consultants.
- 8) Scanned copy of Bank Solvency Certificate as per Appendix-D.
- 9) Scanned copy of Form of Undertaking to provide Parent Company Guarantee as per Appendix-E, if applicable.
- 10) The bidder shall submit an Undertaking on Rs. 500/- stamp paper stating therein that the information submitted in packet A & B is true and correct as per condition.
- 11) Scanned copy of Parent Company Guarantee as per Appendix-F, if applicable.
- 12) Scanned copy of Statement of Legal Capacity as per Appendix-G
- 13) Scanned copy of Power of Attorney for signing of Application as per Appendix-H
- 14) Scanned copy of Under taking Cum Indemnity Bond as per Appendix-I
- 15) Scanned copy of Tenderer information form as per Appendix-J
- 16) Scanned copy of ESIC, EPF & MP certificate.
- 17) The bidder shall submit the litigation history in packet 'B' under the head 'Details of litigation History'. (As per Circular u/no MGC/F/6565 dtd: 25.09.2018)

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

Litigation History must cover – Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM, State Govt., Central Govt., or any authority under State or Central Govt./ Govt. organisation initiated against the company, firm, directors, partners or authorised signatory shall be disclosed for the last 5 years from the date of

submission of bid. Also, bidder must disclose the litigation history for last 5 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with MCGM and MCGM is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for MCGM by any authority of MCGM and the orders passed by the competent authority or by any Court where MCGM is a party.

The bidders shall categorically provide their Email-ID in packet 'A'.

NOTE:

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

Technical bid (Packet B)

Online submission as per e-Packet B, Section III-13(II) of Special Instructions to Bidders for e-Tendering.

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

Note:

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

Commercial bid (Packet C)

The Bidder shall submit the Commercial bid (Packet C) **online** by filling Complete Financial Proposal. Conditional Proposals by Bidder will not be accepted.

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

14.0 Amendment of contents of proposal

- a. Before the last date for submission of bids, the M.C.G.M. may modify the bid documents by issuing addendum/ corrigendum and publishing on portal of MCGM.

- b. Any addendum/corrigendum/clarifications thus issued shall be part of the bid documents and shall be published on portal of MCGM.
- c. The addendum/corrigendum/ clarifications thus issued shall be downloaded, digitally signed by the Consultant and submitted and uploaded along with the bid.
- d. In order to give prospective Consultants reasonable time to consider the addendum/ corrigendum/clarifications before submitting and uploading their bids, the M.C.G.M. may extend as necessary the last date for submission and uploading of bids.

15.0 Rates and Prices

The Consultant shall quote the price online in Commercial bid (Packet C) only as illustrated in form FIN-2-1. The rate shall invariably include the cost of the work arising out of scope of the work mentioned in the Terms of References (TOR). The prices quoted shall be firm and no variation will be allowed on any account.

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

The bid prices shall be inclusive of all applicable taxes & duties in force but exclusive of GST. The rates and prices shall be fixed for the entire duration of the consultancy contract and extended period, if any.

The currencies for the bid shall be INR (Indian Rupees)

For conversion of foreign currency to Rupees, the rate of conversion shall be State Bank of India T.T. selling rate on the date of submission of bid.

16.0 Signing of Bid Document

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

17.0 Modification of Documents

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

18.0 Submission of Bids

All bids shall be submitted online in e-tendering module.

19.0 Opening of bid

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

To assist in the examination evaluation and comparison of offers, MCGM may, at its discretion ask for clarifications on submitted offers. The request and the response to clarification will be e-mailed 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 10 working days from the date of intimation, failing which the offer of the respective Bidder may be treated as non-responsive and 10 % amount of EMD paid by bidder 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 Consultant under rules/regulations shall also be initiated against such Consultant who submits false/fake documents.

Only the Bidders who qualify in Packet 'A' and Packet 'B' and with technical score minimum of 75 marks will be considered as responsive for opening financial bid i.e. Packet 'C'.

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

20.0 Evaluation of the Bids (Packet B)

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

The bids shall be evaluated on “Least Cost Quality Selection (LCQS)” method as per the scheme of marks given in the e-Tender. Minimum marks for the qualifying technical criteria shall be 75 out of 100 and commercial bid (Packet C) of only qualifying Bidders shall be opened. The general scheme for evaluation is given in table below.

a. **Evaluation criteria:**

The number of points to be given for captions under the evaluation criteria are as under:

Sr. No.	Description	Points
1	Establishment of Bidder, Specific experience as Consultants relevant to the assignment & Average Turn Over in last 3 years	35
2	Adequacy of the proposed methodology and work plan in response to the Terms of Reference	5
3	Qualification and Relevant Experience of the Proposed Key personnel	60
Total		100

b. **Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals:**

Sr.No.	Criteria & sub-criteria	Marks
1.	Establishment of Bidder, Specific experience of carrying out survey work for Rehabilitation & Resettlement work of project affected people (PAPs) or project affected fishermen in Govt / Semi Govt projects in Mumbai Metropolitan Region (MMR), Relevant Experience in last 7 years & Average Turn Over in last 3 years	
	• The bidder establishment since minimum 7 years.	5
	• The bidder’s experience in last 7 years of carrying out survey for R & R as per eligibility criteria.	10
	• The bidder’s experience in survey of Fisher-folks in Marine area for Govt. & Semi Govt. projects as per eligibility criteria	15
	• The bidder’s average annual turnover as per eligibility criteria.	5
Total Marks		35
2.	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
	a) Understanding of TOR	1
	b) Approach / Methodology	2

	c) Organization & Staffing and Manning Schedule Work Plan/ Activity Schedule (proposing appropriate candidate in Organization chart)	2
Total Marks		5
3.	Key professional staff qualifications and competence for the assignment:	
i.	Team Leader – 1 No	10
ii.	Fisheries Expert – 1 No	10
iii.	Social Specialist – 1 No	10
iv.	Senior Managements officials –1 nos	10
v	Junior Management officials – 3 nos	10
vi	Supervisors -5 nos	10
Total Marks		60

The weightage points given to evaluation sub-criteria for qualifications and relevant experience of key staff are as under.

Description		Ref.
General Qualification	20	Ref.TOR Provision
Employment with bidder	5	
Relevant Experience and Adequacy for the project	75	
Total	100	

Total points for the above three criteria: 100 Points

The technical proposal should score at **minimum 75 points** out of 100 to be considered eligible for financial evaluation.

If the bid of the successful Bidder is seriously unbalanced in relation to the Engineers estimate of cost of work to be performed under the contract, the Engineer may require the Bidder to produce detailed price analysis for any or all items of bill of quantities to demonstrate the internal consistency of those prices with the approach and methodology and manpower requirement and the work schedule proposed.

However, such information will not have any bearing in valuation of any variations or any claims during execution of the works. After evaluation of the price analysis, the Engineer may require that the amount of the security deposit/ performance security be increased at the expense of successful Bidder to the extent of

imbalance to protect the Engineer against financial loss in the event of default of the successful Consultant under the contract.

Note:

- 1) Bidders shall upload the copies of experience certificates for relevant criteria as per Instruction to Bidder 20.0, in packet B.
- 2) It is mandatory that the Team Leader whose name appears in a bid should give detail presentation on “The Adequacy of proposed work plan and planned out Methodology” to Chief Engineer (Coastal Road).

21.0 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, Consultants and their representatives or other interested parties, are advised to refrain from contacting by any means the Corporations personnel or representatives on matters related to the bids under consideration.

The engineer's representative if necessary, will obtain clarification of bid by requesting such information from any or all the Consultants either in writing or through personal contact as may be necessary. The Consultant will not be permitted to change the substance of his bid after bids have been opened.

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

The service tax shall not be taken in to account in bid evaluation.

23.0 Rejection of Bid

The bid is liable to be rejected, if the Consultant

- 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 and sign the Complete Financial Proposals & their Contents as per Section-IX as well as the Schedule of Quantities & Rates, terms of reference, etc.
- f) Does not submit the bid before the stipulated time on the specified date.
- g) If the bid is filled up partially in splitter manner, it will be treated as non-responsive.

25.0 Payment Terms

The Corporation shall not under any circumstances relax these terms of payment and will not consider any alternative terms of payment. Bidders should therefore, in their own interest note this provision, to avoid rejection of their bids. Currency of Payment shall be in currencies as defined in Clause 15 of “Instructions to Bidders”

26.0 Award of Contract

The Contract will be awarded to the technically qualified and responsive Consultant on LCQS basis in conformity with the Terms of References subject to the provisions of 21 & 22 above (Evaluation of Bids).

Prior to the expiration of the period of bid validity, the Corporation will notify the successful/unsuccessful Consultants in writing by e-mail registered letter or by Fax.

The successful consultants may be invited for negotiations, if necessity arises. Key personnel of the preferred consultant may be called for interview at the time of negotiation at the cost of consultant before the award of work. Negotiations normally take two to three days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.

Negotiations will commence with discussion on technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the TOR, the staffing and bar charts, which will indicate activities, staff and periods in the field and in the home office, staff months, logistics and reporting. Special attention will be paid to optimize the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment. Changes agreed upon will then be reflected in the financial proposal of the consultant.

The successful Consultant will be informed in writing or by e-mail or registered letter that his bid has been accepted.

The bid acceptance letter will be issued to the consultant by MCGM, which shall state the amounts of Contract/Security deposit, Legal charges, Stationary charges, insurances etc. to be paid by the successful Consultant as detailed in the acceptance letter. Postponement of the payment of the full security deposit or the execution of the contract will not be permitted by reason of the Municipal Corporation of Greater Mumbai having in possession, other deposits on account of other bids or contract, which deposits may be or become returnable to the Consultants 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. (Purchase Order)/W.O. (Work Order) will be generated and issued to the successful Consultant only after making the necessary payments as stated in the acceptance letter. The same shall be paid by the successful Consultant for preparing contract documents for the subject work.

The issue of Letter of Acceptance (LOA) will constitute the formation of the Contract.

If after award of bid, if it is found that the accepted Consultant 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 Consultant 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 (Coastal Road), Worli.

26.1 Contract Execution

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

- i. The concerned department shall submit the contract which is verified by Accounts department, to Municipal Secretary Office for common seal in 45 days from the receipt of those papers in the office
- ii. Municipal Secretary office will complete the process of affixing common seal in next 30 days.
- iii. If the contractor has complied with all the contractual obligations and the contract verified by the accounts department and forwarded to Municipal Secretary office for affixing common seal. It shall be treated as deem executed after 30 days of submission and no payment shall be withheld for want of contractual obligations.

27.0 Tendering under different names

- a) Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father,

mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same Contract.

- b) If it is found that firms as described in (a) have tendered separately under different names for the same Contract, all such bid(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition such firms/establishments shall be liable, at the direction of the Municipal Commissioner, for further penal action including blacklisting.
- c) If it is found that clearly related persons as in (a) have submitted separate bid/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such bids shall be liable for action as in Para (b) above including similar action against the firms/establishments concerned.
- d) If after the Award of Contract, it is found that the successful consultant has violated any of the conditions in Paragraphs (a), (b) or (c) above, the contract shall be liable for cancellation at any time during its currency in addition to penal action against the Consultant as well as related firms/establishments.

28.0 Stamp Duty, Legal Charges, Bill Forms

The payments towards legal charges, stamp duty as applicable (on contract agreement & bank guarantees), supply of bill forms & Tax certificates as per the prevailing rates shall be borne by successful Consultant. At present the legal & stationary charges are as Rs.9770/-.

It shall be incumbent on the successful tenderer to pay stamp duty on the contract and Bank Guarantee as per circular no. ChE.B.M./17800/II dated 07.01.2016 & letter of Stamp Collector, Enforcement-1, Mumbai u/no. अंमल-1/कार्य कंत्राट/896/2016 दिनांक 23.02.2016) shall be paid

i As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

(a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
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(b)	Where it exceeds rupees ten lakhs	Five hundred rupees plus 0.1% of amount above rupees subject to the maximum of rupees twenty five lakh stamp duty.
(c)	Bank Guarantee	As per Article 54 read with 40 (b) 0.5 % stamp duty
(d)	Extended Bank Guarantee	Additional 0.5 % stamp duty considering as as a new Bank Guarantee.

ii. The successful bidder shall enter into a contract agreement with M.C.G.M. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.

iii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.

iv. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

29.0 Performance Security

Within 30 days from the receipt of notification of award from MCGM, the successful firm shall furnish a performance security amounting to 10% (Ten percent) of contract sum in the form of Bank Guarantee (as per attached format) from any of the banks from the list in clause 31 of this section. The notification of award will constitute formation of consultancy agreement and within 30 days from receipt of the agreement form, the successful firm shall execute the agreement and return the same to MCGM. Performance Security shall be valid for the entire contract period.

30.0 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.

The list of the bank is as per Circular no. CA-FBK-241 dated 27.11.2019

List of Scheduled Commercial Banks

	<u>PUBLIC SECTOR BANKS</u>		<u>PRIVATE BANKS</u>
1	State Bank of India	1	Axis Bank Ltd.
2	Allahabad Bank	2	Catholic Syrian Bank Ltd.
3	Andhra Bank	3	City Union Bank Ltd.
4	Bank of Baroda	4	Development Credit Bank Ltd.
5	Bank of India	5	Dhanlaxmi Bank Ltd.
6	Bank of Maharashtra	6	Federal Bank Ltd.
7	Canara Bank	7	HDFC Bank Ltd.
8	Central Bank of India	8	ICICI Bank Ltd.
9	Corporation Bank	9	IndusInd Bank Ltd.
10	Dena Bank	10	Jammu & Kashmir Bank Ltd.
11	Indian Bank	11	Karnataka Bank Ltd.
12	Indian Overseas Bank	12	Karur Vysya Bank Ltd.
13	Oriental Bank of Commerce	13	Kotak Mahindra Bank Ltd.
14	Punjab National Bank	14	Lakshmi Vilas Bank Ltd.
15	Punjab & Sind Bank	15	Nainital Bank Ltd.
16	Syndicate Bank	16	Ratnakar Bank Ltd.
17	Union Bank of India	17	South Indian Bank Ltd.
18	United Bank of India	18	Tamilnad Mercantile Bank Ltd.
19	UCO Bank	19	Yes Bank Ltd.
20	Vijaya Bank	20	Bandhan Bank
21	IDBI Bank Ltd	21	IDFC Bank Ltd.

FOREIGN BANKS

1	The Royal Bank of Scotland N.V	23	Mizuho Corporate Bank Ltd.
2	Abu Dhabi Commercial Bank Ltd.	24	Oman International Bank
3	Antwerp Diamond Bank N.V	25	Societe Generale
4	Arab Bangladesh Bank Ltd.(AB Bank)	26	Sonali Bank
5	Bank International Indonesia	27	Standard Chartered Bank
6	Bank of America	28	State Bank of Mauritius
7	Bank of Bahrain & Kuwait B.S.C	29	JSC - VTB Bank
8	Bank of Ceylon	30	UBS AG
9	Bank of Nova Scotia	31	American Express Banking Corporation
10	Bank of Tokyo - Mitsubishi Ltd.	32	First Rand Bank Ltd.
11	Barclays Bank	33	Commonwealth Bank of Australia
12	BNP Paribas	34	United Overseas Bank Ltd.
13	China Trust Bank	35	Credit Suisse A.G

14	Shinhan Bank	36	Sberbank
15	Citibank N.A	37	Australia and New Zealand Banking Group Ltd.
16	Credit Agricole Corporate and Investment Bank	38	Rabobank International
17	Deutsche Bank	39	National Australia Bank
18	DBS Bank Ltd.	40	Woori Bank
19	Hongkong and Shanghai Banking Corpn. Ltd.	41	Industrial & Commercial Bank of China
20	J.P.Morgan Chase Bank N.A	42	Sumitomo Mitsui Banking Corporation
21	Krung Thai Bank	43	Westpac Banking Corporation
22	Mashreqbank	44	Doha Bank

31.0 Refund of Performance Guarantee

The performance guarantee shall be returned to the consultant without any interest when the contractor ceases to be under any obligations under this contract. The B.G. shall be initially valid for 3 months more in addition to contract period.

32.0 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.

33.0 Import License

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

34.0 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 Consultant therefore will have to furnish the information as regards the vendor No. registered with M.C.G.M. Vendor No. can be obtained by paying the requisite fees and giving necessary information such as PAN Card, Bank Details, Service Tax Registration etc. in the prescribed form available with MCGM.

All payments shall be made in INR (Indian Rupees) and not in any other currency.

35.0 Indian Laws and Indian Environment

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

SECTION - V

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country (In India), as they may be issued and in force from time to time.
- (b) “Contract” means the legally binding written agreement signed between MCGM and the Consultant. The issue of Letter of Acceptance (LOA) will constitute the formation of the Contract
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof.
- (d) GCC means the General condition of contract
- (e) “Government” means the State and/or Central Government of the Employer’s country.
- (f) “Party” means the MCGM. or the Consultant, as the case may be.
- (g) “Services” means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Terms of Reference.
- (h) “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 3.8 hereinafter.
- (i) “Third Party” means any person or entity other than the Government, the MCGM, the Consultant or a Sub-Consultant.
- (j) “MCGM” means Municipal Corporation of Greater Mumbai / Municipal Commissioner for Greater Mumbai for the time being holding the office and also his successors, Addl. Municipal Commissioners (E.S.), / D.M.C.(SE), Chief Engineer (Coastal Road) and /or their appointed officers for performance of the contract.
- (k) “Employer /Client” means MCGM (Municipal Corporation of Greater Mumbai).
- (l) “Site” means land or other places where the works are to be executed or other working places as may be specifically designated by MCGM.
- (m) “Drawings” means, drawing referred to in the specification and /or any modifications to the drawings, approved by MCGM.

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

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

OFFICE OF THE CHIEF ENGINEER (COASTAL ROAD),
THIRD FLOOR, ENGINEERING HUB BUILDING,
DR.E.MOSES ROAD, WORLI
MUMBAI – 400 018, MAHARASHTRA, INDIA

1.5 Location

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

1.6 Authorized Representatives

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

- (a) On behalf of MCGM by Chief Engineer (Coastal Road)
- (b) On behalf of the Consultant(s) by his/their designated representative.

1.7 Income Tax

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

The Contract price is deemed to have included such amounts.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include
 - (1) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
 - (2) Any event which a diligent Party could reasonably have been expected to both.
 - (i) take into account at the time of the conclusion of this Contract, and
 - (ii) Avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder;

2.5.2 No Breach of Contract.

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

2.5.3 Measures to be Taken

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

2.5.4 **Extension of Time**

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

2.5.5 **Consultation**

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

2.6 **Suspension**

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

2.6.1 **Step In Rights**

The Employer may enter on to the Site and take over the responsibility for the Consultancy, Operation & Maintenance Service or part thereof if: (a) the Consultant has failed to remedy any defect or damage which has resulted in the Consultancy ,Operation & Maintenance Service or part thereof not complying with the performance requirements of this Contract within a time period set by the Employer or Employer's Representative under the Conditions of Contract; or (b) the Employer considers that it must take over responsibility for the Consultancy ,Operation & Maintenance Service or part thereof to prevent a serious threat to health, safety or the environment; or (c) The Employer considers that maintenance of the Works is not being carried out in accordance with the Contract. (d) If the Employer takes over responsibility for the Consultancy ,Operation & Maintenance Service or part thereof, the following shall apply: (i) All payment to the Consultant in respect of the Consultancy ,Operation & Maintenance Service or part thereof for which the Employer has stepped in shall be suspended, and except as otherwise set out in Terms of Payments, no payment shall be owing to the Consultant in respect of the Consultancy ,Operation & Maintenance Service or part thereof performed by the Employer. (ii) The Employer shall have the right to use such Consultant Personnel as is necessary to carry out the Operation Service, or part thereof, and shall reimburse the Consultant for only the hourly wages, benefits and overhead applicable to those Consultant Personnel used to carry out the Operation Service, or part thereof, in accordance with this Sub-Clause; (iii) All additional costs and expenses properly incurred by the Employer in taking over all or part of the Consultancy ,Operation & Maintenance Service in this event shall be recoverable from the Consultant by the Employer except where compensation for any costs incurred as a result of such action. (iv) If

the Employer has taken over responsibility for the Consultancy ,Operation & Maintenance Service, or part thereof, in accordance with this Sub-Clause (b) (ii) the Consultant shall not be responsible for the applicable Consultancy ,Operation & Maintenance Service until the Employer has given an instruction for the Consultant to re-commence the Consultancy ,Operation & Maintenance Service, or part thereof, that the Employer had taken over responsibility for; and (v) If the Employer has not given an instruction to the Consultant to re-commence the Consultancy ,Operation & Maintenance Service, or part thereof, within 84 days after the date of the Employer's takeover, the Consultant may, by Notice to the Employer's Representative, require permission to re-commence within 28 days after the Consultants Notice. If the Employer does not grant permission to re-commence prior to the expiration of the 28 days, the Consultant may treat the taking over as an omission under this Clause of the affected part of the Consultancy, Operation & Maintenance Service or if such taking over is for the whole of the Consultancy, Operation & Maintenance Service the Consultant may terminate the Contract under this.

2.6.2 Subsequent Operator:

The Consultant acknowledges and agrees that the Employer may, in its sole discretion and on the termination or expiration of this Contract retain a new operator (the "Subsequent Operator" to carry out services the same as or similar to the Consultancy, Operation & Maintenance Service and that the process (competitive or otherwise) to identify the Subsequent Operator may commence, in the Employer's sole discretion, immediately prior to the termination or expiration of this Contract. The Consultant shall cooperate fully with the Employer's efforts to retain a Subsequent Operator and such cooperation shall include: (a) The provision of detailed operations data which is to be provided to the Subsequent Operator or to prospective Subsequent Operators (including for the purposes of conducting a competitive procurement process to select a new Subsequent Operator); and (b) The provision of access to the Works prior to the termination or expiration of the Contract for prospective Subsequent Operators.

2.7 Termination

2.7.1 by MCGM

The MCGM may, by not less than Twenty Eight (28) days' written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1, terminate this Contract:

- (a) if the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing:

- (b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) if the Consultant fail to comply with any final decision reached as a result of amicable settlement pursuant to Clause 9.1 hereof.
- (d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false.
- (e) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days or
- (f) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 by the Consultant

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

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

2.7.3 Payment upon Termination

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

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

3.0 OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

3.2.1 Consultant Not to benefit from Commissions, Discounts etc.

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

3.2.2 Consultant and Affiliates Not to Be otherwise Interested in Project.

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

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the

approval of Standing Committee /Statutory Committee of MCGM. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the MCGM's antifraud and corruption provisions.

3.4 Liability of the Consultant

The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

- a) The Consultant shall, subject to the limitation specified in this clause, be liable to the MCGM for any direct loss or damage accrued due to deficiency in Services rendered by it.
- b) The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the MCGM's , shall be liable to the MCGM: for any indirect or consequential loss or damage; and for any direct loss or damage. The limits of consultant liability shall be (a) the Value of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability
- c) This limitation of liability specified in this clause shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

3.5 Indemnification of the Client by the Consultant

"The Consultant shall keep the MCGM, during execution and after the term of this Contract until the contract exists, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultant or their Sub-consultant or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance, costs and liabilities ("Claims") of any kind whatsoever incurred in connection with this Agreement regardless of the number of Claims, shall not exceed Consultant's fee on the Project"

3.6 Insurance to be Taken out by the Consultant

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

3.6.1. PROFESSIONAL LIABILITY INSURANCE

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

3.6.2 THIRD PARTY INSURANCE

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

3.7 Consultant's Actions Requiring MCGM's Prior Approval

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

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

3.8 Reporting Obligations

The Consultant shall submit to the MCGM 6 copies of monthly progress reports, the format for which shall be mutually agreed.

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

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

4.0 CONSULTANT PERSONNEL

4.1 General

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

4.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of each of the Consultant's Personnel shall be described in the offer.
- (b) If additional work is required beyond the scope of the Services specified in Terms of Reference the estimated periods of engagement of Personnel set forth may be increased by agreement in writing between the MCGM and the Consultant provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth for the scope of this Contract.

4.3 Agreed Personnel

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

4.4 Removals and/or Replacement of Personnel

- a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b. If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds thereof,

provide as a replacement a person with qualifications and experience acceptable to the Employer.

- c. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

The decision for replacement shall be with the prior approval of the Employer.

On instruction by employer in writing, the particular key personnel shall be removed within one month after notice. It shall not be binding on employer to give reason for the same.

- d. The requirement of Key Personnel and their required qualifications & experience is mentioned in the TOR. Moreover, Consultant has to engage Non-Key staff while conducting field survey and office. Consultant's financial proposal shall be inclusive of such procurements.
- e. The Key Personnel shall not be entitled to be paid for over time or to take paid sick leave or vacation leave except as specified in tender hereto, and except as specified in such Appendix, the Consultants remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in tender. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the service.

5.0 OBLIGATION OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Payment

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

6.0 PAYMENTS TO THE CONSULTANT

An all-inclusive cost (excluding service tax) of services and ceiling contract value is payable in Indian Rupees. The modalities of making payments are set forth in Terms of Reference.

7.0 FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

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

7.3 Goods & Services Tax (GST)

Under Notification No. 12/2017 dated 28th June 2017 issued under the CGST ACT, "Consulting Engineer Services" are treated as "pure services" entrusted under Article 243 W and hence exempted from GST.

7.4 Other Taxes

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

8.0 COMPENSATION FOR DELAY

If the Consultant fails to render timely services on or before the specified deadline (as mutually agreed by both parties) and such delay is solely attributable to the consultant, without prejudice to any other right or remedy of MCGM on account of such delay, the Consultant shall pay compensation at the rate of ¼ percent per month or part thereof of total fees for that specified

activity. Provided always that total amount of such compensation shall not exceed 10% of contract price including any additions &/or deletions thereto.

9.0 SETTLEMENT OF DISPUTES

9.1 Amicable Settlement

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

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the concerned Addl. Municipal Commissioner who shall constitute a committee comprising of three officers i.e. concerned Deputy Municipal Commissioner or Director (ES&P), Chief Engineer other than the Engineer of the Contract and concerned Chief Accountant. The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Municipal Commissioner within 7 days. Thereafter the Municipal Commissioner shall constitute a Committee comprising of three Addl. Municipal Commissioners including Addl. Municipal Commissioner in charge of Finance Department. The Municipal Commissioner within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so referred shall be final and binding upon both parties until the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Commissioner has given written notice of the decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

- 9.2** If the Commissioner may fail to give notice of his decision as aforesaid within a period of 90 days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision (if any) of the Commissioner has not become final and binding as aforesaid shall be finally settled by arbitration as follows: Arbitration shall be effected by a single arbitrator agreed upon by the parties. The sole arbitrator shall be appointed as follows: The Employer will nominate a panel of three arbitrators. The arbitrators shall be internationally / nationally recognized technical experts or Engineers of repute with extensive knowledge and experience in the area and in relation to

the matter of dispute. The Contractor will be asked to choose one arbitrator from the panel, who will act as the sole arbitrator. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, and shall be held at such place and time within the limits of Brihan Mumbai as the arbitrator may determine. The decision of the arbitrator shall be final and binding upon the parties hereto and the expense of the arbitration shall be paid as may be determined by the arbitrator. Performance under the Contract shall, if reasonably be possible, continued during the arbitration proceedings and payment due to the Contractor by the Employer shall not be withheld unless they are the subject matter of arbitration proceedings. The said arbitrator shall have full power to open up, review and revise any decision, opinion, direction, certification or valuation of the Commissioner and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Commissioner for the purpose of obtaining his said decision. No decision given by the Commissioner in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matters whatsoever relevant to the disputes or difference referred to the arbitrator as aforesaid.

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

Substitute Arbitrators:

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

10.0 Interest on delayed payment

If the employer has delayed the payment beyond 60 days after submission of the correct invoice then employer will pay to the consultant the interest @ 8 % per annum.

SECTION – VI
TERMS OF REFERENCE

TERMS OF REFERENCE

1.0 Background / Preamble

Mumbai reckoned as the financial capital of India, houses a population of 12.4 million besides a large floating population in a small area of 437sq.km and surrounded by sea. The constraints of the geography and the inability of the city to expand have already made it the densest metropolis of the world. High growth of commuters in the last 20 years has resulted in extreme traffic congestion. This has led to long commute times and a serious impact on the productivity in the city as well as the quality of life of its citizens. The extreme traffic congestion has also resulted in Mumbai witnessing serious transport related pollution. Therefore, Government of Maharashtra had formed Joint Technical Committee (JTC) to study the Coastal road along West Coast.

The Joint Technical Committee had studied concept of proposed Coastal Road. The Committee recommended about 35.6 km coastal freeway from Nariman Point to Kandivali comprising a combination of coastal roads based on reclamation, bridges, elevated roads and tunnels on western side of Mumbai to resolve the traffic congestion in Mumbai and to enable creation of the much-needed recreational open spaces. JTC recommended appointing Consultant for detailed further study of Coastal Road

The report of Joint Technical Committee (JTC) regarding the proposed Coastal Road is available under tag of Coastal Road on website <http://www.mcgm.gov.in>.

MCGM appointed M/s STUP Consultants Pvt. Ltd. & M/s E & Y, for Techno-Economic and Financial Feasibility Study for the Mumbai Coastal Road Project. The study aimed to undertake the required Techno-Economic and Financial Feasibility study (TEFS) of the proposed project and preparation of a Detailed Project Report (DPR) & Bid Process Management. Following are salient features as per DPR submitted by the appointed Consultant:

- Length of Coastal road : 29.2 Km
- No of Lanes: 8 lanes (4+4 lane)
- Land Filled Road: 6.3 km
- Length of Bridges and Stilts: Total Length of 10.5Km
- Tunnels (including ramps): Total Length 9.2km.
- Elevated Road: 3.2Km

- Total Reclamation: 157 Ha
- PG Area: 95.91 Ha
- Interchanges for Traffic dispersal : 10Nos
- Bus Rapid Transport System (BRTS).

The draft DPR submitted by consultant can be accessed under tag of Draft DPR of Coastal Road project on <http://www.mcgm.gov.in>. A separate Link for downloading of draft DPR or CD will be provided to the Consultants.

Draft DPR is already published on MCGM Portal for suggestions & Objections from public.

1.1 PROJECT DETAILS

The proposed Coastal Road is from Princess Street Flyover to Worli End of Bandra Worli Sea Link. The work of Mumbai Coastal Road has been already commenced from 13.10.2018.

The site is mainly located offshore and has interchanges connecting to the existing roads on land

The Part A - MCRP (South) is divided into three packages. The salient features of Mumbai Coastal Road Project –South (MRCP-South):

The entire MRCP-South is divided into three packages having following features;

Description	Package IV	Package I	Package II
Scope	Princess Street Flyover to Priyadarshini Park	Priyadarshini Park to Baroda Palace	Baroda Palace to Worli End of Bandra Worli Sea Link
Total Length	4.050 Km	3.820 Km	2.710 Km
Length of Road	(LHS) 0.685 Km	2.410 Km	1.810 Km
	(RHS) 0.320 Km		
	(Total) 1.005 Km		
Length of Bridges	NIL	1.410 Km	MB2-1 0.150 Km

			MB2-1 0.750 Km
Interchanges	NIL	2 Nos.	1
Length of Interchange	NIL	(Amarsons) 1.825 Km (Haji Ali) <u>6.696 Km</u> (Total) 8.521 Km	4.303 Km
Pedestrian Underpasses	NIL	6 Nos	6 Nos
Cross Drainage works	2 Nos	5 Nos	5 Nos
Bus Bays	NIL	6 Nos	4
Length of Seawall	0.650 Km	3.470 Km	2.330 Km
Car Park	NIL	(Locations) 2 Nos (Area) 26760 Sq.M.	(Locations) 2 Nos (Area) 9794 Sq.M
Jetty	NIL	1 Nos.	1 Nos.
Reclamation	9.60 Ha.	66.1 Ha.	30.72 Ha
Ramp (Transition)	(LHS) 0.540 Km (RHS) <u>0.450 Km</u> (Total) 0.990 Km	NIL	NIL
Cut and Cover	(LHS) 0.790 Km (RHS) <u>1.030 Km</u> (Total) 1.820 Km	NIL	NIL
Bore Tunnel	1.910 Km	NIL	NIL

Project Executing Agencies:

The project is executed by Chief Engineer (Coastal Road) Municipal Corporation of Greater Mumbai. The project work is being carried by appointed three Design Build Contractors. The Project is being under supervision of appointed three Project Management Consultants (PMCs) as Employers Personnel one for each package. The Project is executed and supervised under overall control of appointed General Consultant M/s AECOM Asia Company Ltd as Employers Representative for all three packages. Package wise details of agencies are as given below; Contract agreements are executed by MCGM independently with three DBCs, three PMCs and one GC.

Package No	Engineer of Contract	Name of DBC	Name of PMC/ Employers Personnel	Name of General consultant/ Employers Representative
IV-	The Chief Engineer (Coastal Road)	M/s L&T	M/s Yooshin Engg Corporation	M/s AECOM Asia Company Ltd
I	Municipal Corporation of Greater Mumbai	M/s L&T	M/s Louis Berger	
II		M/s HCC- HDC (JV)	M/s Egis- CGR (JV)	

2.0 OBJECTIVES

These terms of reference are for the consulting services for carrying out survey work for identification of likely project affected fisher-folk communities in Mumbai Coastal Road Project and preparation of Fisher-folk Rehabilitation Assessment Policy (FRAP) for Project affected people (PAP). The Location Key Map of the project alignment is uploaded in SRM system.

i. General information of work:

- a. MCGM has proposed to construct the Mumbai Coastal Road from Princess Street Flyover to Worli End of Bandra Worli Sea Link of 9.98 km length comprising a combination of Roads on reclamation, bridges, elevated roads, tunnels & Interchanges and the work is in progress.

- b. The specific conditions (viii) of NOC issued to the Mumbai Coastal Road by the Ministry of Environment, Forest and Climate Change vide no. F.No. 19-74/2016/IA.III dated 11th May 2017 is reproduced as under;

“The Project Proponent shall provide alternative arrangement for Fish Drying beds with prior consultation with the fishing community, in the event, the project entails damages/destruction to the existing fish drying beds located in the project area. In addition, the project proponent shall ensure rehabilitation and resettlement of the fishermen communities in the event the project impacts existing livelihood pattern of these communities. Bridges with navigable spans will be provided by the project proponent as committed, so that there are no obstructions to fishing boats.”

The “Department of Fisheries” has issued NOC to Coastal Road vide dated 27.02.2017 with terms and condition that, the main livelihood of traditional fishermen communities at Lotus jetty, Worli, Chimbai, Bandra, Danda, Juhu, Moragaon is fishing. In case of loss of livelihood of these fishing communities due to Coastal Road Project they shall have to be compensated by MCGM mandatorily, if demanded.

MCGM has appointed ICAR-CMFRI, Mumbai for conducting base line study on impact of Mumbai Coastal Road Project on fisheries and fisher livelihood. The work is in progress. The findings of the said study will be made available to the successful consultant. The Consultant will have to formulate Fisher-folk Rehabilitation Assessment Policy (FRAP) based on this study..

The consultant may also obtain information at their own regarding project affected fishermen, if required and to formulate a compensation policy in this regard.

- c. MCGM has constituted Fisher-folk Rehabilitation Assessment Committee (FRAC) to finalize the Fisher-folk Rehabilitation Assessment Policy (FRAP). The consultant shall obtain approval of Fisher-folk Rehabilitation Assessment Committee (FRAC)(FRAC) for compensation policy formulated by them. MCGM has also formed working group headed by the Director (Land Acquisition) comprising of two deputy collectors in Land acquisition unit and two officers/engineer of Coastal Road to co-ordinate for framing of

TORs, appointment of Consultant and post appointment monitoring of the consultant's work till report preparation and to FARC.

- d. It is necessary to identify and verify these fisher folks, Collect their required documents, produce the same to the committee & fishery department for approval & and disbursement of compensation amount to Fishery department for disbursement to project affected approved eligible fisher folks as per compensation policy finalized by Fisher-folk Rehabilitation Assessment Committee (FRAC) and approved by MCGM.

3.0 CONTRACT MANAGEMENT FRAMEWORK

The MCGM will act as "the Employer" for the work. Within MCGM, the head of Engineering will be delegated the powers and authorities of the Employer' for each work.

The Consultant will be a firm of consultants. The Consultant designates its Team Leader, who shall act on all matters pertaining to work. However, the Consultant's firm shall be responsible for all actions taken by its Team Leader, and his team.

4.0 DETAIL SCOPE

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

The following is the broad scope of the consultancy services which will not relieve the Consultant from their obligations to complete the said work.

1. Consultant shall administer the contract under the guidance of the Engineer/Employer.
2. Conduct Kick off meeting between MCGM, Department of Fisheries & other statutory Authorities/Govt. Offices as and when required and as per schedule prepared and approved by the Engineer/Employer.
3. The work has to be executed in consultation with Engineer, MSRDC/PWD/ Revenue Department / Fishery Department / Traffic Police, MCZMA, CTSO any other concerned agency.
4. Coordinate and liaison with all concern agencies and facilitate them to carry out the allied works. Consultant will check any discrepancies observed and re correct them and ensure that all these activities are completed in scheduled time.

5. The consultant shall be equally responsible for executing, completing the work as per specifications and if any decision of consumer/any Hon. Court is received regarding discrepancies in the PAP list or selection in category of fisher-folks then the judicial decision will be binding on the Consultant for rectification.
6. Formulate Fisher-folk Rehabilitation Assessment Policy (FRAP) for fisher folks affected due to Mumbai Coastal Road Project based on study carried out by ICAR-CMFRI. . There is approx. 2500 fisher population in Worli area The consultant may also obtain information at their own regarding project affected fishermen, if required.
7. Obtain recommendation and approval of Fisher-folk Rehabilitation Assessment Committee (FRAC) & MCGM for compensation policy.
8. Conduct survey of fisher-folks affected due to coastal Road Project as per procedure made for eligibility and approval of fisher folks list, Carrying out survey of fisher-folks in marine & land area, Identification of fisher folks under category as per the guidelines given under ‘Fisher-folk Rehabilitation Assessment Policy (FRAP)’ to be formulated by consultant and approved by MCGM. Preparation of final category wise list including submission to MCGM, compliances, liasioning with Fishery Department till their approval.
9. Collection and Preparation of village/fishermen locality/koliwada wise list of applications received from fisher folks likely to affect by MCRP project along with their required documents, scrutinizing the applications, communication with PAP's for completion of documents so as to confirm their status as PAP's, Categories the type of fisher-folks as formulated in compensation policy. Scanning the applications & encloses and tabulate the list of PAP's and submit it to MCGM.
10. Identification of fisher-folks under various categories by carrying out detailed site survey along with members of fishery department, if required communication with PAP's by visits in villages/ koliwada and in marine shore by hiring boat.
11. Communications with PAP's for any discrepancies, requirement of documents, addressing to their society meetings with video graphing the same for finalization of correct list of PAP's. Also, communications with other concern departments such as revenue department, Fisheries deptt. Collector offices etc. in connection with finalization of accurate list of fisher-folk PAP's.

12. It is obligatory on Consultant to follow the guidelines/ any changes made about the survey work of PAP fisher folks issued in various fisher-folks Committee meetings. Accordingly, consultant has to re-survey/revise/recheck the survey work about the fisher folk PAP's.
13. Prepare final category wise list of fishermen and finalize MCRP PAP list including liaisoning with Fisheries Deptt. till their approval and disbursement to beneficiaries.
14. Communication with all PAP's for completion of documents so as to confirm their status as PAPs.
15. Scrutinize the applications received from PAPs to check their eligibility for payment of compensation.
16. Communication with PAP's, check the documents received, collect required document.
17. Carry out survey at site i.e in land and marine area, conducting camps at villages/Koilwadas/fishermen localities for collection of documents from PAPs.
18. Categorize of PAPs as per approved Fisher-folk Rehabilitation Assessment Policy (FRAP) by MCGM.
19. Prepare of final list of Fisher folk PAP's in soft & hard copies.
20. Attend meetings of Fisher-folk Rehabilitation Assessment Committee (FRAC) and MCGM and update according to the orders issued in meetings.
21. Liaisoning with Fisheries department, Revenue department, Fisheries, CTSO Cooperative societies from impacted villages, Gram Panchayats, Koliwadas, fishermen localities etc. in regards to the subject assignment.
22. Submission of detailed status report of Fisher-folks survey work weekly to the Fisher-folk Rehabilitation Assessment Committee (FRAC) & MCGM.
23. Consultancy Services in Rehabilitation & Resettlement of Fisher-folk PAP's i.e. Preparation/Updating of the eligible PAP's, Compliance on claims/grievances of PAP's, Assistance to MCGM in settlement of issues of PAP's, Payment settlement for individual eligible PAP's, Preparation of final eligible list of PAP's.
24. Identify and verify project affected fisher folks, Collect their required documents, produce the same to the committee & fishery department for approval & and disbursement of compensation amount to Fishery department for disbursement to project affected approved eligible fisher folks as per their

- category wise grading as per Fisher-folk Rehabilitation Assessment Policy (FRAP) to be formulated by Consultant and approved by MCGM
25. Liaisoning, co-ordination and obtaining all approvals & clearances from the Govt./semi.Govt/statutory authorities/private bodies – MCZMA, MoEFCC, CTSO, Police, Traffic Police, and Local Bodies etc. Attending meetings with Govt./Semi Govt./private bodies.
 26. Preparation of power point presentation of status report of Fisher-folks survey work for presenting in front of above said committee meetings.
 27. Preparation of final PAP's approved list in hard copies for record keeping.
Preparation of Minutes of meetings and updating changes made in meetings related with Rehabilitation/Resettlement of PAP's, Fisher-folk Rehabilitation Assessment Policy (FRAP) etc.
 28. Participate the meeting with relevant authorities/the clients/PAP's when required.
 29. Provide part of the reports to be submitted to the MCGM in terms of the PAP's list/Eligible/non-eligible with compliances.
 30. Ensure full and detailed permanent site records, which will includes list of All PAP's, their claims if any, approved list of PAP's, minutes of meetings and all other contractually relevant matters.
 31. Ensure that no any Fisher-folk PAP's remains unattended till preparation of final list of PAP's.
 32. Prepare draft list of likely project affected people to be submitted to fisheries Department/Eligibility committee for scrutiny of likely eligible project affected fishermen.
 33. Prepare draft list of likely project affected people approved by fisheries Department/Eligibility committee to respective Fisheries societies, for approval.
 34. Prepare draft list of likely project affected people approved by fisheries Department/Eligibility committee and Fisheries society, to be submitted to Fisheries deptt, for approval.
 35. Prepare draft list of likely project affected people approved by fisheries Department/Eligibility committee, Fisheries society and Fisher-folks Compensation Committee to be submitted to Fisher-folks Compensations Committee for approval.

36. Prepare draft list of likely project affected people approved by fisheries Department/Eligibility committee/ Deputy Collector (Encroachment/Removal), Fisheries society, Fisher-folks Compensation Committee and Fisheries deptt to be submitted to MCGM for approval.
37. Assistance to MCGM for approval of PAP list from Fishery society.
38. Follow-up/Coordination with Fisheries Department, various GoM/Gol authorities and compliance their remarks till obtaining the required approval.
39. Coordination with Fisher-folks Compensation Committee (FCC) in verifying the claims regarding Fishermen Compensation till the tenure of contract.
40. Coordination with MCGM in case of litigations till completion of the project related Fishermen Compensation including liasioning /co-ordination with legal deptt.of MCGM.
41. Coordination with MCGM & Fisher-folks Compensation Committee (FCC) for final disbursement of compensation for eligible Fishermen PAP's as per compensation policy.
42. Preparing schedule of program of the work.
43. Providing all required assistance and support to the MCGM for executing the work as per the provisions and rules prepared for PAPs.
44. Preparing the Daily, Weekly and Monthly reports and submitting them to the MCGM & Fisher-folks Compensation Committee (FCC) for appraisals and orders in the matter.
45. Carrying out survey, identification of the PAPs affected in MCRP project and allied work of Resettlement & Rehabilitation of PAPs.
46. Preparing preliminary, eligible and final approved list of PAPs as per the directives of MCGM & Fisher-folks Compensation Committee (FCC) for further approval to this from Committee and Fisheries department.
47. Co-ordination, Liasioning & follow up with departments
48. Assist Engineer in replying relevant RTI queries, LAQs, requisition/ suggestion/complaints etc. or any other queries received.
49. Liasioning with all statutory authorities, citizens, public representatives etc as and when required.
50. Provide manpower support to the Employer in all dispute redressal mechanism and Litigations cases related to fisher-folk issues.
51. Study & ensure suitable & appropriate methodology acceptable to the relevant Statutory Authority.

52. Assist/advise the employer in handing over the sites and in establishing milestones (if any) for completion of contracts.
53. Carry out any other duties relevant to the project agreed during contract negotiations.
54. Assist the employer in providing clarifications/explanations to observations, if any, made from time to time by the Auditor;
55. Assist the employer in co-ordination with other agencies and hold co-ordination meetings with Govt. bodies, Local representative regularly to facilitate the proper and timely implementation of the project.
56. Carry out any other duties relevant to the project agreed during contract negotiations.
57. Attend various meetings related to subjected work with various authorities & to take necessary action with the approval of the MCGM.
58. Liasioning with all statutory authorities, citizens, public representatives etc as and when required.
59. Assist Engineer in all dispute redressal mechanism.
60. Maintain all relevant records in their office up to 5 years from the date of expiry of defect liability period & assist MCGM in compliances of future queries if any.
61. Multiple Consultations with the affected Fisher-folks to identify and determine the nature and extent of impacts.
62. Formation of Committees at various levels to scrutinize and monitor the work progress through MCGM.
63. Formulation of a Fisher-folk Rehabilitation Assessment Policy (FRCP) that will provide the framework for compensation. The policy will also identify layers of PAPs based on dependence on coastal biological resources, their skill sets and
64. Acceptance of the Policy through Public Consultation and representative committees.
65. Detailed survey of all claimants who are likely affected due to the project.
66. Preparation of list of Project Affected Fisher-folks eligible for compensation. The eligibility list will be vetted by the various committees and the representation committee from the local communities.
67. Provide the most updated and necessary information to MCGM for compensation disbursement;

68. Assist MCGM to properly communicate with and involve PAPs for inclusive decision making as per the concerned Authority.
69. Identify fishing areas likely to be affected by the construction of bridge and movements of materials from the storage and fabrication sites.
70. Assist in identifying the number of fishing villages/ koliwadas and resident fishers which are likely to be affected due to Coastal Road construction and operation phase.
71. Document methods of fishing, the fishing crafts and the gears used around the impact area.
72. Suggest compensation for the rehabilitation based on the economic and ecological losses.
73. Prepare Management plan for compensation based on final list of eligible PAPs and computation of compensation.
74. Preparation of draft Fisher-folk Rehabilitation Assessment Policy/guidelines in consultation & advice of Fisher-folk Rehabilitation Assessment Committee (FRAC).
75. Provide all assistance and consultation to MCGM and FCC for finalization of FRAP & its acceptance by MCGM, identification, scrutiny, finalization of PAPs, acceptance of PAP list by FCC, MCGM, redressal of complaints, disbursement of compensation to the last fisher-folk.

5.0 Manpower Requirement:

Key staff: Consultant shall provide key staff with desired technical qualification/personnel capabilities as mentioned in the Tender document.

6.0 Payment Schedule:

Terms of Payment		
		% Payment
1.0	Preparation of draft Fisher-folk Rehabilitation Assessment Policy (FRAP) and submission to Fisher-folk Compensation Committee(FCC) & MCGM	15% of Quoted Cost
1.1	Approval of Fisher-folk Rehabilitation Assessment Policy (FRAP) by MCGM.	10% of Quoted Cost
1.2	Preparation of draft list of likely project affected people (PAPs) and accepted by fisheries Department/Eligibility committee, Fisheries societies, Fisher-folks Compensations Committee (FCC),	15% of Quoted Cost

	Fisheries Department & MCGM.	
1.3	Preparation of Final List of PAPs and accepted by MCGM.	10% of Quoted Cost
1.4	Disbursement of compensation amount to the PAPs (After completion of 25% of total PAPs)	10% of quoted cost
1.5	Disbursement of compensation amount to the PAPs (After completion of 50% of total PAPs)	10% of quoted cost
1.6	Disbursement of compensation amount to the PAPs (After completion of 75% of total PAPs)	15% of quoted cost
1.7	Disbursement of compensation amount to the PAPs (After completion of 100% PAPs)	15% of quoted cost
	Total	100%

Note:

1. Fees: As negotiated, Lump Sum Consultancy fee includes all taxes excluding GST (vide Form FIN-2-I) is payable under this contract, the consultants shall be eligible to receive the fees as detailed in this schedule.

2. The Consultants quotation: The Consultants shall provide his services as per the stipulated conditions contract as agreed by the consultant with financial Lump Sum quote for completion total assigned Work includes all taxes remuneration to all personnel deployed on the subject assignment, Overheads and profits, Taxes, Transportation, communication, reports/drawings & documents; office & survey equipment and hire charges of vehicles, boats, etc..

There is approx. 2500 fisher population in Worli area. If the survey of affected fisher population increase upto within 5% there will be no change in consultant's quote and if population increases between 5-20%, the Consultancy fees will be compensated to consultant on prorata basis in proportionate to actual services provided by consultant..

3. Final Fee payable to the consultants: Final fee shall be payable to the Consultant is the Lump Sum cost for total job Work as detailed in following Paras.

4. Payment for Interim Phases:

Payment to consultants during the execution of assignment shall be basis of actual work done and deliverables submitted to the Employer.

The successful bidder shall commence the said assignment from date of issue of Work Order and mobilizes their manpower for the assignment.

At the time of signing the agreement, key staff to be deployed should be mentioned in the Agreement.

5. Payments if assignment is delayed:

The payment of fees shall be as per Terms of payment mentioned above. Hence, there shall not be any payment towards delay in completion of the assignment.

6. Consultant's reports of Manpower deployment: The consultant shall submit the details of manpower deployment of key staff and Non-key staff required for activity scheduled in ITB 6.0.

7. Submission of deliverables: The Consultant shall submit the deliverables as mentioned in TOR

8. The cost quoted for all Key persons is inclusive of air travel, subsistence and inclusive of all taxes as applicable as per Govt. rules.

9. No escalation, whatsoever, due to variations in prices of materials, fuel, rate of wages of any staff etc. Or on any account as assumed by bidder is payable. Bidder shall quote their rates considering escalation.

10. The requirement of Key Personnel and their required qualifications & experience is mentioned in the TOR. Moreover, Consultant has to engage Non-Key staff while conducting field survey and office. Consultant's financial proposal shall be inclusive of such procurements.

11. The Key Personnel shall not be entitled to be paid for over time nor to take paid sick leave or vacation leave except as specified in tender hereto, and except as specified in such Appendix, the Consultants remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in tender. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the service.

12. If the Consultancy firm wish to avail the mobilisation advance against Bank Guarantee, in such case the mobilisation advance of 10% of the quoted cost (Schedule of prices) shall be paid as follows:

The first instalment shall be equal to 5% of the contract price. The payment of the first instalment of loan be due after (I) Submission of documents for contract agreement by the Consultant. (ii) payment of Security Deposit by the Consultants and (iii) Submitting the Bank Guarantee by the Consultants from a Bank specified in the tender for an amount equal to 7% (which includes 2% extra for the interest charges) of the Contract price. The first instalment of advance loan shall be paid to the Consultants within 28 days after fulfilling all the above requirements.

Payment of second instalment of the advance mobilization loan up to 5 (five) percentage of the Contract price will be due within a period of 28 days after satisfactory utilization of first instalment of 5% as paid i.e. after establishment of entire set up of the consultants office with deployment of required Key &

Non-Key staff & submission of the bank guarantee from a bank acceptable to Corporation for an amount equal to 7 % (which includes 2% extra for interest charges) of the Contract price. Bank Guarantee shall be submitted in the approved prescribed form. The Bank Guarantee/s for the Advance Mobilization Loan should be valid till the full recovery advance is made. The above advance shall bear simple interest at 12% per annum. The interest on the amounts paid as advance is chargeable from the date the amount is paid.

The recovery of the Mobilization Advance shall be made proportionately commencing from, when 20% of Contract Sum is paid and completed before 50% of Contract Sum is paid.

The contract period is mentioned as 36 months to keep the contract live for dealing with applications received from PAP's in the next three years during the course of execution. But the major work including all activities to scrutinize / survey shall be completed in the first 6 (six) months. This shall be scrupulously followed as it has bearing on the progress of the entire project, failing which the consultant will be liable for levy delay damages at the rate of Rs. 10,000/- per day till achieving progress.

7.0 Measurement & Audits

Bills of Quantities and Cost Estimate: The subject work is based on Lump Sum cost quoted by the appointed contractor and payment is proposed as per billing schedule..

8.0 Safety measures: The consultant will ensure & develop adequate and complete safety precautions for the Survey and consultation works in accordance with the National & International standard safety norms & procedures. The safety measures will include, but will not necessarily be limited to:

- i) Safety during Survey of PAP's, visit to site and marine area for work
- ii) Safety of man, equipment/machinery at site;
- iii) Provision of safety boards, Sign ages, Indicators etc
- iv) Training of personnel .

MCGM shall no way be responsible for any lapse of Safety norms or any mishap due to such lapses by Concerned Contractor/Consultant. Necessary safety measures shall be ensured by appointed Consultant.

9.0 Reporting Requirements

The consultants shall prepare and submit the reports on Detailed Survey data and progress of work. These reports shall be initially be submitted in the draft format and shall be approved by MCGM/ Fisheries compensation Committees/Fisheries Department, subject to certain modifications. Consultants shall submit adequate number of final reports with necessary modifications if any as suggested by the MCGM/ Fisheries compensation Committees.

10.0 The Consultants role:

- 10.1 MCGM in its role as 'Employer", will engage the Consultancy firm to undertake survey for rehabilitation & resettlement of fisher-folks who are likely to be affected by proposed work including requisite works as mentioned in the scope of work . The Team leader of the so selected consultant will be overall in-charge of the assignment and submit day-to-day report to him. The Engineer will be overall in-charge of the Project for all decisions and instructions.
- 10.2 Supervision team will be composed of suitably qualified and experienced staff. The indicative qualifications and experience criteria are given in tender. The criteria indicated are minimum & given for the guidance of the consultants. The relevant professional experience means the actual experience in the concerned area of expertise on similar eligible projects. The higher education and quality of experience will be given added advantage during the evaluation and award of contract.
- 10.3 The suggested qualifications and experience for sub-professional staff indicated in tender shall determine for the approval of these personnel. The Employer's approval in respect of these personnel shall be required before deployment.
- 10.4 For the positions of Team leader, Social Specialist, Fisheries Expert, Natural Science Expert and Sr. Management Officials shall have experience of Rehabilitation projects in MMR region. The deployment of suitable personnel is considered preferred for the successful completion of the project. Consultants are therefore advised to propose highly experienced and competent personnel for these positions

11.0 Delay in implementation of the project:

The contract period is mentioned as 36 months to keep the contract live for dealing with applications received from PAP's in the next three years during the course of execution. But the major work including all activities to scrutinize / survey & to formulate compensation policy in the first 12 (Twelve) months. This shall be scrupulously followed as it has bearing on the progress of the entire project, failing which the consultant will be liable for levy delay damages at the rate of Rs. 10,000/- per day till achieving progress. However, if there are any procedural delays or delays arising of non cooperation of local fishermen arising out of any other project related activities, the consultant shall not be held responsible and delay penalties shall not be made applicable by the MCGM.

12.0 Minimum replacement of Key Personnel:

After award of the contract the Employer expects all the proposed key personnel to be available during implementation of the contract. The Employer will not consider substitutions during contract implementation except, under exceptional circumstances up to a maximum of one third of the key personnel. In case of replacements the Supervision Consultant will ensure that there is a reasonable overlap between the staff to be replaced and the replacement. The replacement should be strictly with the acceptance of MCGM.

13.0 Office and Transportation/Vehicles:

The supervision consultant will be responsible for making his own arrangement for all his office near the site and vehicles for transportation of consultant staff/field staff etc. (including crew, maintenance and repairs thereof). Accommodation as mentioned above shall have uninterrupted power and water supply. No separate payment will be made on his account.

14.0 Co-ordination and Consultation:

The consultant will be required to liaise and co-ordinate with all agencies affected by the proposed works.

The various outputs required from the work have been stated in the descriptions of the Tasks (see below). The Data Ownership will be of MCGM and non-disclosure agreement.

Sr. No.	Activity / Report	No of copies	Duration in months after commencement of study
I.	Monthly Progress Report	5	Monthly
II.	Monthly Information System (MIS)	3	Monthly
III.	Minutes of various committee meetings	5	Monthly
IV.	Reports of Committee meetings decisions.	5	Monthly
III.	Project Implementation completion report	5	On completion of the project

Additional copies of Reports:

The consultants shall submit additional copies of the above mentioned reports as required by the employer. The consultants will be paid a statement rate for each of the report fixed per copy. The rate per additional copy shall be as per the rate approved by MCGM.

12.0 MCGM Reviews:

MCGM will make reviews of the progress of the work but, there are a number of key outputs which will condition the continuing work. The consultant will also produce working papers on important issues as required by the employer. The MCGM will review consultant's reports and also working papers. Additionally, MCGM require and will review progress of the work. Consultant has to make presentation and submit reports during each review meeting and update the physical & financial progress of work with actual photographs (in soft & hard copy).

13.0 Project Co-ordination:

The Chief Engineer (Coastal Road) will function as principal coordinator to oversee the project and provide a principal point of contact with the consultant on behalf of the employers. It is envisaged that the study team will operate principally from office in Mumbai. The consultant will provide all facilities and equipment necessary for successful completion of the project. All data collected during the project, equipment (including computers) specifically purchased for the project by the consultant along with the user manuals, will become the property of the Employer.

14.0 Reports:

14.1 Monthly information System (MIS)

Consultant shall submit MIS in approved format before last week of every month Non submission of MIS before end of second this will attract penalty as specified.

14.2 **Monthly Progress Reports:**

The consultant shall, by no later than the eighth working day after the end of each month, prepare a brief progress report summarizing the work undertaken for the preceding month along with progress photographs. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how such problems may be resolved, Brief work progress summaries will be included for ongoing PAP rehabilitation works, outlining problems encountered and proposing solutions. The reports shall also record the payment status of all PAP's, all claims /grievance submitted by the contractors, and any actions required of the client and/ or other agencies to facilitate timely works implementation, the reports shall also be submitted in electronic format in addition to 6 nos. hard copies. Non submission of Monthly Progress Reports before end of first week of each month will attract as specified

14.3 **The monthly progress reports shall also include**

- List of PAP's with their Documents received.
- Detailed survey data of PAP's
- Claims/objections/grievance raised by PAP's
- Compliances given to PAP's
- Reports for submission to Fisher-folk Compensation committee
- List of final approval of PAP's
- Facilitating in disbursement of compensation to PAP's
- MIS(Management Information system)
- Progress of work in bar chat
- Minutes of meeting if any
- Inspection and compliance report
- List of Extra item if any cropped during the month
- Abstract of status report of work.

14.4 **Quarterly Progress Reports:**

The consultant shall, by no later than the eight working after the end of each quarter, prepare a comprehensive report summarizing all activities under the services of the end of each quarter, and at other times when considered warranted. The reports shall also be submitted to FRAC & MCGM in electronic format in addition to the 6 nos. hard copies.

14.5 Team Leader Reports:

The Team Leader shall prepare specific report, required in the event of particular or unforeseen circumstances. Such reports shall be prepared on an 'ad-hoc' basis as requested by the Engineer and shall include on analysis of the engineering matter in question and shall propose possible solutions thereto.

14.6 Section/Substantial Completion Reports and Project Final Report.

The Team leader shall prepare a comprehensive sectional/substantial completion report for each of the Villages/ koliwadadas/ fishermen localities, Villages/koliwadadas/ fishermen localities wise completion of the PAP's survey data. The reports shall summaries the Procedure used for survey work, Claims/Grievance from PAP's, problems encountered, solutions undertaken, and recommendations for future projects of a similar nature. The Team Leader shall summaries and consolidates in a single Team Final Report the key information from the individual sectional/substantial completion reports.

14.7 Confidentiality of Tender Information and Copyright of Data:

The Tender Documents, as listed in the Notice of Intimation to Tenderer of this tender, and any addenda thereto, together with any further communications, are issued for the purpose of inviting Tenders only. Tenderers shall keep, and shall cause their employees, subcontractors, advisors, representatives and agents to keep, the Tender/ Documents and all other information and correspondence with respect to either the Project or the Tender Process confidential and shall not disclose any such documents or information to any third party without the MCGM's prior written approval. In the event that a participant does not submit an e- Tender Submission, such participant shall promptly return the Tender Documents to the MCGM. The Tender may not be copied or used for any other purpose. The Tenderer shall maintain complete confidentiality until the Contract is awarded. In the event that such confidentiality is breached, the MCGM may, at his sole discretion, reject his Tender.

The information gathered, data generated, documentation prepared by the consultant shall be property of MCGM and consultant shall not share it to anybody without prior consent of MCGM.

15.0 Manpower Requirement

Key Staff: Consultant shall provide key staff with desired technical qualification/personnel capabilities as mentioned in the Tender document.

16.0 The Payment to the consultant shall be made within the period 28 days from the certification of payment by the Engineer to the Contract.

16.1 The Employer if desired by the Consultant will open a Letter of Credit in favour of the Consultant in the currency quoted in bid.

16.2 Time allotted for consultancy to complete the works:

36 (Thirty Six) months Inclusive Monsoon

16.3 Date of starting of Contract Period for Consultancy services will be the Date of starting as mentioned in Work Order (PO)

17.0 Work specific conditions:

17.1 Taking any action under the Contract, written approval of "Employer" is required.

17.2 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

17.3 Increase or decrease in the scope during execution:

As this is works to be carried out for survey for Compensation of fisher-folks who are likely to be affected by the alignment of MCRP project, the scope of work stipulated is basis of present correspondence and might undergo some change by way of its location & requirement of quantity etc. However, the overall work will be within or around MCRP project. There shall no change in the Lump sum quoted by the bidder as approved by MCGM or no extra charges beyond approved quoted cost will be paid on account of such changes.

SECTION – VII
FRAUD AND CORRUPT PRACTICES

FRAUD AND CORRUPT PRACTICES

- The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

A. “corrupt practice” means

the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

C. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

D. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of

canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

E. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

F. If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor’s employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

G. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

i. “corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financier staff and employees of other organizations taking or reviewing procurement decisions.

iii. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

iv. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

v. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

vi. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

vii. acts intended to materially impede the exercise of the Financier’s inspection and audit rights provided.

viii. “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

- ix. "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.
- x. a "party" refers to a participant in the procurement process or contract execution.

SECTION - VIII
TECHNICAL PROPOSALS- STANDARD FORMS

Form of Technical Bid Submission

To :

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

Sir,

1. I/We have read and examined the following documents relating to work of **“Consultancy Services for Conducting survey for Compensation of fishermen communities who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link”**
 - i. The tender notice
 - ii. The said Tender
 - iii. Instructions to e-tenderers
 - iv. Instructions to Consultants
 - v. General Conditions of contract (GCC)
 - vi. The Terms of References (TOR)
 - vii. Tender Forms and Formats
 - viii. Pro-Forma of Bank Guarantee
 - a) B.G. for Mobilization Advance.
 - b) B.G. for Performance security.
 - ix. Form FIN-1.
 - x. Drawings, if any
 - xi. Pre bid Minutes
 - xii. Addendum, Corrigendum, if any.

I/We
(full name in capital letters starting with surname), the proprietor/managing partner/Managing Director/Holder of the business for the establishment/firm/registered company named herein below do hereby offer to carry out the work of **“Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link”**. Referred to in the Terms of Reference and Bill of Quantities to the accompanying form of contract at the rates entered in the Bill of Quantities sent herewith and signed by me/us.

2. I/We hereby tender for Consultancy Services for Pre-award works and, supervision & Consultancy of the works referred to in the aforesaid documents, upon the terms and conditions or referred to therein and in accordance in all respects with the Terms of Reference and other relevant details at the rates entered in the aforesaid bill of quantities. According to your requirements for payment of E.M.D. amounting to Rs.-----, I/We have paid the amount with as specified in instruction to Consultant, Municipal Corporation of Greater Mumbai.
3. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non-acceptance of this tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We agree, not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non-acceptance, which date shall not be later than ten days from the date of the decision of the Standing Committee or of the Corporation, as may be required under Municipal Act, not to accept this tender (subject to condition 5 below).
4. I/We also agree to keep this tender open for acceptance for a period of 180 days from the last date of online bid submission and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
5. I/We agree that the Corporation shall, without prejudice to any other right or remedy be at liberty to forfeit the said Earnest money absolutely, if
 - i. I/We fail to keep the tender open as aforesaid.
 - ii. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
 - iii. I/We do not commence the work on or before the date specified in the work order.
 - iv. I/We do not fulfill the mandatory conditions as stipulated.
6. I/We have filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this tender.
7. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us that any information given by me/us in this tender is false or incorrect I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation to any ground whatsoever.

8. I/We agree to undertake that I/We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.
9. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

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

Yours faithfully,

**Seal & Signature of
authorized signatory**

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

Annual Turnover Form

(The table shall be filled in by each party constituting the bid).

Annual Turnover			
Sr.NO.	Financial Year	Annual Turnover of Consultancy Work (Amount and Currency)	Equivalent in INDIAN Rupees
1.	2019-20		
2.	2018-19		
3.	2017-18		

Note:

If turnover is in any other currency than INR then the rate of exchange shall be the T.T Selling rate published by the State Bank of India, prevailing on the last day of the Financial Year. The format shall be used to furnish the details. Turnover Certificate & Audited balance sheet certified by Chartered Accountant must be furnished.

Seal &Signature of authorized signatory

FormTECH-1: Information regarding status of Consultant

Name of the Consultant:

Place and country of incorporation:

Address for correspondence:

Contact Person:

Telephone Number/ Mobile Number:

Email address:

Company Registration particulars: (CIN):

Director DIN number:

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

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

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

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

(4) A statement by the Applicant or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past shall be provided.

Seal & Signature of authorized signatory

FormTECH-2A: Consultant's Organization and Experience

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

Seal & Signature of authorized signatory

Form TECH-2B: Firm's Relevant Experience References

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

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

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

Note:

- i) Work Order/ Agreement Copies must be enclosed from Competent Authority.
- ii) The experience certificate shall be issued by the Competent Authority.
- iii) Bidders shall upload the copies of experience certificates for relevant criteria as per Instruction to Bidder 20.0, in packet B.

FormTECH-3: Team Composition and Task Assignments

1. **Project Key Staff**

Sr.No.	Position	Name of the person proposed	Qualification	Experience	Task Assigned
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

2. **Support Staff**

Position	Name of the person proposed	Qualification	Experience	Task Assigned

Seal & Signature of authorized signatory

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

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

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

a) Technical Approach and Methodology:

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

b) Work Plan:

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

c) Organization and Staffing:

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

Form TECH-5: Curriculum Vitae (CV) for proposed Key Expert

1. General

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

2. Education:

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

3. Employment record relevant to the assignment:

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

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

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

4. Membership in Professional Associations and Publications:

5. Language Skills:

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

6. Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:

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

Note:

“The CV should provide the name of employing Organizations and contact information (title, position, contact number and email) of employing entity for each employment period” and shall provide certified copy of educational & experience certificates.

Form TECH-6: Historical Contract Non-Performance

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

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

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

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

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

1. Black Listing or debarment proceedings ongoing or completed by any Govt./ Semi-Govt. works at the time of submission.				
Sr. No.	Name and location of project	Name and address of client	Remarks regarding blacklisting of debarment ongoing/completed	No. of years of debarment/blacklisting
2. Pending Litigation				
<input type="checkbox"/> No pending litigation Pending litigation as indicated below for last 5 years.				
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, IN USD/ EURO/ STERLING POUND/ INR equivalent)	Cost of Non performing contract in RUPEES
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i>	<i>[insert amount]</i>	

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

Seal & Signature of authorized signatory

Form TECH-7: Expert Schedule

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

Signature of authorized signatory of concern/company

1. For Key Experts, the input should be indicated individually for the same position as required under relevant Clause, for Non-Key Experts it should be indicated individually, or, if appropriate, by category (e.g. Supervisor, Khalashi, data analysts, etc.).
2. Months are counted from the start of the assignment. For each Expert indicate separately the input for home and field work.

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

Form TECH-8: Work Schedule

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

Seal & Signature of authorized signatory

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

SECTION -IX

FINANCIAL PROPOSALS – STANDARD FORMS

Form FIN-1: Financial Proposal Submission Form

To,

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

Subject: Financial proposal for Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link

Sir,

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

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

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

We remain,

Yours sincerely,

Seal & Authorized Signature *[in full and initials]*:

Name and Title of Signatory:

Name of Firm:

Address:

SECTION- X

APPENDICES

APPENDIX-A: CONTRACT AGREEMENT FORM

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

Tender/Quotation _____ Dated _____
 D.M.C.(Engg)'s sanction/ Standing Committee Resolution No. _____
 _____ Contract for **“Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link”**

This agreement made this day of _____ between inhabitants of _____ carrying on business at _____ in _____ under the style and name of Messrs. _____

(Hereinafter called “the Consultant”) of the one part and Shri. _____ the Deputy Municipal Commissioner (Engineering) (hereinafter called “the Commissioner” in which expressions are included, unless the inclusion is inconsistency with the, context or meaning thereof, his successor or successors for the time being holding the office of the Deputy Municipal Commissioner (Engineering) of the Second Part and the Municipal Corporation of Greater Mumbai (hereinafter called “the Corporation”) of the third part WHEREAS the Consultant has tendered for the works described above and his offer has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation)

NOW THIS AGREEMENT WITNESSES as follows:-

- 1) In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for works hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - i. The tender notice
 - ii. The said Tender
 - iii. Instructions to e-tenderers
 - iv. Instructions to Consultants
 - v. General Conditions of contract (GCC)
 - vi. The Terms of References (TOR)
 - vii. Tender Forms and Formats
 - viii. Pro-Forma of Bank Guarantee

- a) B.G. for Mobilization Advance.
- b) B.G. for Performance security.
- ix. Form FIN-1.
- x. Drawings, if any
- xi. Addendum, Corrigendum, if any.

3) In consideration of the payment to be made by the Commissioner to hereby convenient with the Commissioner to carry out the work of

_____ in conformity in all respects with the provisions of the contract.

4) The Commissioner hereby convenient to pay to the Consultant in consideration of carrying out the work of _____

_____, the Contract Price i.e. Rs.----- (in words _____) at times in the manner prescribed by the Contract.

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

Consultants _____

in the presence of & style of Trading under the name _____

Consultant's Full name _____

Address

Signed by Dy. Municipal Commissioner (Engineering)

in the presence of Dy. Municipal Commissioner (Engineering)

The common seal of the Municipal Corporation of Greater Mumbai was hereunto affixed on the _____ 201__ in the presence of two members of the Standing Committee of the Corporation

1) _____ 1. _____

2) _____ 2. _____

_____ and in the presence of the Municipal Secretary _____

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

APPENDIX-B: PERFORMANCE BANK GUARANTEE

(To be executed on Rs.500/- Stamp Paper and BG will attract stamp duty as per Stamp Act.)

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

WHEREAS the Municipal Corporation of Greater Mumbai hereafter referred to as MCGM has invited tenders for execution ofhereinafter referred to as 'the said work.

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

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

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

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

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

WE..... Bank, hereby further agree that the Guarantee herein contained shall remain in full force and effect during the period and till the work awarded under the tender is faithfully executed the obligation under the tender document and the agreement dated is discharged by M/s..... to the satisfaction of the Deputy Municipal Commissioner of Municipal Corporation of Greater Mumbai.

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

WE..... Bank hereby further agree with the Deputy Municipal Commissioner or his successor or successors that the MCGM shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the tender document. The agreement dated and the contract entered into with theof the MCGM by M/s.....

WE Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Deputy Municipal Commissioner of MCGM in writing.

Date this.....Day of

WITNESS:

BANK

APPENDIX-C: ADVANCE BANK GUARANTEE

(To be executed on Rs.500/- Stamp Paper and BG will attract stamp duty as per Stamp Act.)

To:

The Municipal Commissioner for Greater Mumbai,
Municipal Head Office Building,
MahapalikaMarg, Fort,
Mumbai – 400 001.

Subject “Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link”

In accordance with the provisions of the terms of payment (“10 % as per Mode of payment defined under Terms of Reference”) of the above mentioned Contract, _____ (name and address of the Contractor) (hereinafter called “the Consultant”) shall deposit with MUNICIPAL CORPORATION OF GREATER MUMBAI a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of (Rs.) _____ (amount of guarantee) *(in words).

We, the _____ (Bank or financial institution) as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to MUNICIPAL CORPORATION OF GREATER MUMBAI on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Rs. _____ (amount of guarantee) (in words).

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between MUNICIPAL CORPORATION OF GREATER MUMBAI and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the payment under the Contract until. MUNICIPAL CORPORATION OF GREATER MUMBAI receives full repayment of the same amount from the Contractor.

Yours truly,

SIGNATURE AND SEAL:

Name of Bank/Financial Institution:

Address:

Date:

MUNICIPAL CORPORATION OF GREATER MUMBAI

APPENDIX-D

1	Name of Work	:	“Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link”
2	Amount of E.M.D.	:	Rs.1,80,000.00
3	Tender validity Period	:	180 days
4	Contract Period	:	36 months (inclusive of monsoon)
5	Solvency	:	Rs. 2% of contract cost after issue of letter of acceptance
6	Legal Charges	:	Rs. 9770/- or as applicable at the time of issue of LOA.
7	Queries addressed to	:	Executive Engineer 03(Coastal Road) e-mail address- ee03coastalroad.rdtr@mcm.gov.in
8	Help Desk No.	:	022-24900212

Seal & Signature of authorized person of Consultant

**APPENDIX-E:FORM OF UNDERTAKING TO PROVIDE PARENT
COMPANY GUARANTEE**

(As per ITB 10.1 (a) Eligibility)

TO: Municipal Corporation of Greater Mumbai (“MCGM”)

RE: Tender documents for the “**Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link**” (the “Tender Documents”)

RE: Parent Company Guarantee

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

WHEREAS in accordance with **ITB 10.1 (a) Eligibility** of the Instructions to Bidders, this undertaking to provide a parent company guarantee is required because the Bidder demonstrates compliance with the qualification criteria for this Tender on the basis [**of the financial strength, experience or qualifications of its parent company**] **AND WHEREAS** the undersigned is [**the parent company of**]

AND WHEREAS the undersigned has examined fully the Tender Documents;

NOW THEREFORE, the undersigned hereby undertakes to provide a Parent Company Guarantee in the wording set out in the Form of Parent Company Guarantee provided in the Contract Forms

DATED this _____ day of _____ **2016**

Name of Parent Company:

Per: _____

Name

Title

Per: _____

Name

Title

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

APPENDIX-F: PARENT COMPANY GUARANTEE

(To be prepared On Official Stamp Paper as per the Indian Stamps Act 1958)

THIS DEED OF GUARANTEE (“Guarantee”) is made on the day of 20__at.....

Between

.....whose registered office is situated at _____(herein after called the “**Guarantor**”) which expression shall include it successors and assigns) of one part

And

Municipal Corporation of Greater Mumbai whose principal office is situated at Municipal Building, Mahapalika Marg, Fort Mumbai 400001 (herein after called MCGM) of the other part

WHERE AS the MCGM has invited tenders by its invitation to tender dated the day of.....20..... **“Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link”** (the “**Project**”);

AND WHERE AS (name of the Bidder) whose registered office is situated at.....(here in after called the “Consultancy Services”),in response to the MCGM’s invitation, has submitted an offer for Consultancy Services contract with respect to the Project to be entered into with the MCGM(the **Contract**”);

AND WHERE As the conditions of the MCGM’s invitation require that the Consultancy Services offer is supported by a parent company guarantee;

NOW THEREFORE, in consideration of the MCGM awarding the Contract to the Consultancy Services and the Consultancy Services entering into such Contract, the Guarantor has agreed to guarantee the due performance of the Contract in the manner here in after appearing:

The Guarantor hereby covenants with the MCGM as follows:

1. The Guarantor will in all respects unconditionally, without demur, guarantee the due and proper performance of the Contract and the due observance and punctual performance of all obligations, duties, undertakings, covenants and conditions by or on the part of the Consultancy Services contained therein and to be observed and performed by it (including any form of payments that are made in relation to the Project), which guarantee shall extend to any variation or addition to the Contract.
2. In the event of the Consultancy Services failing to carryout, observe or perform all or any of the said obligations, duties, undertakings, covenants and conditions under the Contract (unless relieved from the performance of any part of the Contract by

statute or by the decision of a court or tribunal of competent jurisdiction)the Guarantor will be liable for and shall indemnify the MCGM against all losses, damages, costs and expenses whatsoever which the MCGM may incur by reason or in consequence of any such failure to carry out or observe. For the avoidance of doubt, it is hereby clarified that the obligation to indemnify as covered within this clause is separate and independent of the obligation under clause 1 of this Guarantee. For greater certainty, the maximum aggregate amount of liability of the Guarantor under this Guarantee shall not exceed the maximum aggregate amount of liability of the Consultancy Services under the Contract.

3. The Guarantor shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:
 - 1.1 Any alteration to the nature of extent of the services or otherwise to the terms of the Contract;
 - 1.2 Any allowance of time, forbearance, indulgence or other concession granted to the Consultancy Services under the Contractor any other compromise or settlement of any dispute between the MCGM and Consultancy Services (but so that the MCGM shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Consultancy Services shall have complied with such terms.
 - 1.3 The liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity or any change in the name, composition or constitution of the Consultancy Services or the Guarantor.
 - 1.4 Discharge of other guarantors in relation to the Project.
 - 1.5 Any act or omission of the MCGM, which adversely affects the rights of the Guarantor.
 - 1.6 Termination of the Contract to the extent of the obligations existent at the time of termination.
4. This Guarantee is a continuing guarantee and accordingly shall remain in operation until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Consultancy Services under the Contract shall have been satisfied or performed in full. Notwithstanding anything to the contrary, this Guarantee shall cease to be in operation at the Contract Completion Date provided that this Guarantee shall continue in effect in respect of any obligations required to be performed by the Consultancy Services in accordance with Clause of the Conditions of Contract. This Guarantee is in addition to, and not in substitution for, any other security which the MCGM may at any time hold for the performance of such obligations, and may be forced without first having recourse to any such security and without taking any other steps or proceedings against the Consultancy Services.
5. So long as any sums are payable (contingently or otherwise) by the Consultancy Services to the MCGM under the terms of the Contract, then the Guarantor shall not exercise any right of set off or counterclaim against the Consultancy Services or any other person or prove in competition with the MCGM in respect of any payment by the Guarantor hereunder (including in a situation of winding up, in solvency or liquidation of the Consultancy Services, and in case the Guarantor receives any

sum from the Consultancy Services or any other person in respect of any payment of the Guarantor hereunder, the Guarantor shall hold such monies in trust for the MCGM so long as any sums are payable(contingently or otherwise)under this Guarantee

6. The Guarantor will not, without the prior written consent of the MCGM, hold any security from the Consultancy Services or any other person in respect of the Guarantor's liability here under or in respect of any liabilities or other obligations of the Consultancy Services to the Guarantor. The Guarantor will hold any security held by it in breach of this provision in trust for the MCGM. Further the Guarantor waives its right of subrogation over any of the assets of the Consultancy Services until the all dues under the Project to the MCGM have been duly paid off.
7. This Guarantee is in addition to, and not in substitution for, any present and future guarantee lien or other security held by the MCGM. The MCGM's rights under this Guarantee are in addition to and not exclusive of those provided by law.
8. This Guarantee shall be governed by and construed in accordance with the laws of India.
9. The MCGM will have a right to assign the rights under this Guarantee without any prior written notice to the Consultancy Services or the Guarantor.
10. The Guarantor hereby covenants and confirms, until the termination or expiry of the Guarantee, the following:
 - a) It will provide audited financial statement of the Guarantor within [●] days from expiry of each financial year.
 - b) It will not dispose the shareholding presently held in the Consultancy Services and it will always ensure that it retains the control over the management of the Consultancy Services ;except with the express written consent of the MCGM, which consent may be issued at the MCGM's sole discretion and provided that the new company/entity, that is proposing to acquire the shareholding held by the Guarantor in the Consultancy Services satisfies the MCGM of its technical and financial capacity to discharge its obligations under this Guarantee; and issue a replacement ' Parent Company Guarantee' on the same terms as this Guarantee, in a form acceptable to the MCGM.
11. The Guarantor here by agrees that in case of a breach of the obligations under this Guarantee or in case of enforcement of this Guarantee, the MCGM shall have a right to seek specific performance in addition to the other remedies available under law.

The Guarantor now hereby declares and warrants that:(a) 12. The Guarantor now here by declares and warrants that:

- (a) the Guarantor has the competence and power to execute this Guarantee;
- (b) the Guarantor is financially solvent and has adequate net worth to provide this Guarantee to enable it to perform its obligations under this Guarantee;
- (c) the Guarantor has done all acts, conditions and things required to be done, fulfilled or performed, and procured all authorizations and

necessary approvals in all relevant jurisdictions, if so required or essential for the execution of this Guarantee and for the performance of the Guarantor's obligations in terms of and under this Guarantee; and all authorizations and necessary approvals have been performed and are in full force and effect and no such authorization or approval has been, or is threatened to be, revoked or cancelled;

- (d) this Guarantee has been duly and validly executed by the Guarantor or on behalf of the Guarantor and this Guarantee constitutes legal, valid and binding obligations of the Guarantor;
- (e) the entry into, delivery and performance by the Guarantor of, and the transactions contemplated by, this Guarantee does not and will not conflict:
 - (i) with any law in any relevant jurisdiction;
 - (ii) with the constitutional documents of the Guarantor; or
 - (iii) with any document which is binding upon the Guarantor or on any of its assets;
- (f) all amounts payable under this Guarantee will be made free and clear of all deductions or with holdings for or on account of any tax or levy unless a tax deduction or with holding is required by law. Provided that if such deduction or with holding is required by law, the payments under this Guarantee will be grossed up in such manner that after the deduction or with holding is made, as the case may be, the MCGM receives the amount demanded by it.
- (g) the execution or entering into by the Guarantor of this Guarantee constitute, and performance of its obligations under this Guarantee will constitute, private and commercial acts done and performed for private and commercial purposes; (ii) the Guarantor does not have, will not be entitled to, and will not claim any immunity for itself or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to this Guarantee;
- (h) no litigation, investigation, arbitration, administrative or other proceedings are pending or threatened against the Guarantor or its assets, which, if adversely determined, might have a material adverse effect in relation to the Guarantor;
- (i) all information communicated to or supplied by or on behalf of the Guarantor to the MCGM from time to time in a form and manner acceptable to the MCGM, are true and fair/true, correct and complete in all respects as on the date on which it was communicated or supplied;

APPENDIX-G: Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant)

Ref. Date:

To,
MCGM

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours

faithfully, (Signature, name and designation of the

authorized signatory) For and on behalf

of.....

**Please strike out whichever is not applicable.*

APPENDIX-H :Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at....., who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for Consultant and submission of our bid for the **"Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link"** proposed or being developed by Municipal Corporation of India (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we 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.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

DAY OF 2.....

For

.....

(Signature, name, designation and address)

Witnesse

s: 1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised) Person identified by me/ personally

Appeared before me/ signed before me/Attested/
Authenticated*

(*Notary to specify as
applicable) (Signature, Name and
Address of the Notary)

Seal of the Notary
Registration Number of the
Notary

Date: _____

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.*

- *Wherever required, the Applicant 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 Applicant.*
- *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. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX- I :Undertaking Cum Indemnity Bond

(on Rs.200/- stamp paper)

We, (1) Mr _____, (2) Mr.
_____ and (3) Mr.
_____ aged (1) yrs, (2)yrs, and (3) yrs
respectively; Proprietor / Partners / Directors / Power of Attorney holder of the
Firm/Company having its office at

Hereby gives an UNDERTAKING CUM INDEMNITY BOND as under:

AND WHEREAS we are registered consultants with the Municipal Corporation of Greater Mumbai and / or (Name of other authority), having Registration No. _____ valid up to. _____.

(A) AND WHEREAS the Municipal Corporation of Greater Mumbai had published the tender notice for the work of **“Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link”**

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

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

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

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

Place

Date:

Proprietor/Partners/Directors/POA Holder

(Seal of Firm/Co.)

Identified by me,

BEFORE ME

APPENDIX-J: Tenderer's Information Form

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

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

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

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

Tenderer/JV legal name: <i>[insert full legal name]</i>
Tenderer's Party legal name: <i>[insert full legal name of Tenderer's Party]</i>
Tenderer's Party country of registration: <i>[indicate country of registration]</i>
Tenderer Party's year of constitution: <i>[indicate year of constitution]</i>
Tenderer Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Tenderer Party's authorized representative information Name: <i>[insert full legal name]</i>

Address: *[insert street/ number/ town or city/ country]*

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

Attached are copies of original documents of:

- Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above, in accordance with RFP.

- In case of a Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with RFP.

ANNEXURE – A

GRIEVANCE REDRESSAL MECHANISM

Procuring Entity, M.C.G.M. has formed a Grievance Redressal Mechanism for redressal of grievances. Any Bidder or prospective Bidder aggrieved that any decision, action or omission of the procuring entity being contrary to the provisions of the tender or any rules or guidelines issued therein, may within a period of 7 days or any such other period, as may be specified in the pre-qualification document, bidder registration document or bidding documents make an application for review of such decision or action to procuring entity. While making such an application 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, M.C.G.M. may decide whether the bid process is required to be suspended pending disposal of such review. The M.C.G.M. 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.

M.C.G.M. 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 M.C.G.M. 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 '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 redressal before Redressal Committee shall be accompanied by fee of Rs.25,000/- fee shall be paid in the form of D.D. in favour of M.C.G.M.

Procurement Redressal Committee will consists of not less than three members including its Chairman who shall be the DMC (GA) and two members of the Committee.

On receipt of the application, the Committee shall after giving opportunity of hearing to the procuring entity, M.C.G.M. as well as the Applicant, determine the issue

taking into consideration the rules and guidelines as well as tender conditions, terms of the pre-qualification, bidder registration or bidding document, as the case may be and communicate its recommendations including corrective measures to be taken to M.C.G.M. and to the Applicant within 10 days, if necessary, the Committee may held more sittings to dispose the application.

No application shall be maintainable before the Procuring Committee in regard of any decision of the M.C.G.M. 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.

The Procurement Redressal Committee may recommend to the procuring entity the suspension of the procurement process pending disposal of the application, if in its opinion, failure to do so, is likely to lead miscarriage of justice.

On receipt of recommendation of the Committee, Municipal Commissioner will communicate his decision thereon to the Applicant and to the Committee 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.

Municipal Commissioner and/or Procurement 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.

Full Signature of the tenderer

with
Address

Official Seal and

ANNEXURE - B

PRE-CONTRACT INTEGRITY PACT

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

1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MCGM or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

3. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the MCGM or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the MCGM as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

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

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

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

1. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

2. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

3. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/Bidder

SECTION- XI

PRICE PACKET –C

Form FIN-2- I

Sub: “Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link”

Description	Quantity	Rate	Total Price
“Consultancy Services for Conducting comprehensive survey, preparation of draft rehabilitation policy and providing all required support for compensation to Fishermen Community who are likely to be affected due to the Mumbai Coastal Road Project from Princess Street Flyover to Worli End of Bandra Worli Sea Link”	1	Lump Sum	

The bid prices shall be inclusive of all applicable taxes and duties in force but exclusive of GST

**Signature of authorized
signatory**

Note:- This form is only for reference. Consultant should not enter any cost for the physical submission and the cost shall be entered online only.