



MUNICIPAL CORPORATION OF GREATER MUMBAI

Consultancy services for Demarcation of land boundaries, Cadastral Survey and Joint measurement Survey, Collection of revenue/land records and allied works for Powai lake and surrounding areas

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Chief Engineer (WSP)

March 2021

**MUNICIPAL COMMISSIONER,
MUNICIPAL CORPORATION OF GREATER MUMBAI,
MUNICIPAL HEAD OFFICE BUILDING,
MAHAPALIKA MARG, FORT, MUMBAI – 400 001**

R45

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SECTION 1

E-TENDER NOTICE

MUNICIPAL CORPORATION OF GREATER MUMBAI

E-TENDER NOTICE

NAME OF WORK : **Consultancy services for Demarcation of land boundaries , cadastral Survey and Joint measurement Survey, Collection of revenue/land records and allied works for Powai lake and surrounding areas**

The Municipal Corporation of Greater Mumbai (MCGM), invites e-tenders, consisting of three packets (Technical i.e. packet A & B and Price Packet 'C') on **percentage-rate basis** for Consultancy services for Demarcation of land boundaries , cadastral Survey and Joint measurement Survey, Collection of revenue/land records and allied works for Powai lake and surrounding areas, from reputed consulting firms who meet the eligibility requirements and fulfill the qualification criteria stipulated in the bidding document.

- 1 The detailed Qualification criteria will be as described in the Tender Document.
- 2 Prospective Consultants may obtain further information from the office of the Municipal Corporation at:
Office of the Chief Engineer (Water Supply Projects),
. Municipal Corporation of Greater Mumbai,
Engineering Hub Building, 1st floor,
Dr E Moses Road, Worli Naka, Worli,
Mumbai—400018
E-mail: Powailake.pkg3@gmail.com, che.wsp@mcgm.gov.in
- 3 Contract Period is 4 months (four month including monsoon) from the date of Commencement
- 4 a) A soft copy of complete set of bidding documents may be purchased online by interested bidders upon payment of a non-refundable fee of Indian ₹ 8500 plus applicable GST. For purchasing the bidding documents, the bidders will have to get registered with MCGM for e-tendering process and obtain login credentials to participate in the online bidding process. The details of the same are available on MCGM portal (<http://portal.mcgm.gov.in>), under 'e-procurement' tab.
b) For registration enrolment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab. Vendors can get digital signature from any one of the Certifying Authorities (CA) licensed by controller of certifying authorities namely Safe crypt, IDRBT, National Informatics Centre, TCS, CUSTOMS, MTNL, GSFC and e-Mudhra CA.
c) Blank Bidding documents shall be downloaded from MCGM's portal (<http://portal.mcgm.gov.in>) from ----- at 11.00 A.M. to ----- upto 04:00 P.M. after

payment of ₹ 8500/- plus applicable GST by e-tendering process from approved banks under section “Payment of Tender Fees”

| Name of work | Contract period | Tender Document Price | Estimated Cost |
|--|---|---------------------------------|------------------|
| Consultancy services for Demarcation of land boundaries, Cadastral Survey and Joint measurement Survey, Collection of revenue/land records and allied works for Powai lake and surrounding areas (Bid No 7100). | 04 Months (Including Monsoon) | 8500 plus applicable GST | Rs 2,45,67,821/- |

5 Bids must be accompanied by Bid Security of ₹ 2,46,000/-(Rupees Two lacs and forty six Thousand only) paid through online system of Municipal Corporation of Greater Mumbai. Any bid not accompanied by bid security shall be rejected by the Employer.

6 E-tenders shall be uploaded up to 4.00 P.M. on -----.

The Packet ‘A’ & ‘B’ shall contain all duly certified credential documents, filled up forms & schedules, undertakings and other information etc. required as stipulated in the tender as per e-tendering process and “percentage quote” shall contain duly filled ‘Packet C’ online as stipulated in the tender as per e-tendering process.

7 As per THREE Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendor’s document online in Packet A, B. Packet A,B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Chief Engineer (WSP). The Packet C shall be opened if bids submission in Packet A & B satisfies/includes all the requirements and same are found acceptable to the Authority.

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

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

In the event of specified date of opening of bids being declared as holiday for the MCGM, bids shall be opened on the next working day.

Bidders should note that timing of downloading/submission/opening of tender shall be considered as per MCGM web time only.

8 The applicant may visit the site under reference located at Powai lake area and can collect the information of present status from the department who have invited the bids.

- 9 The details are available on MCGM's portal (<http://portal.mcg.gov.in>).
- 10 Bids shall remain valid for a period of 180 days after the date of technical bid opening mentioned in header data.
- 11 Bidders are requested to submit and upload the tenders in time on or before the stipulated date so as to avoid rush at the closing hours MCGM will not be responsible for poor connectivity of the 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 will not be held responsible at any cost and such bids can not be validated. Any online intimation/ information ask to be submitted by bidders/ contractors or sent to bidders/ contractors, if not receiving or bounced back at the receiving end due to any problem in the server or connectivity, MCGM will not be held responsible.
- 12 Bids from joint venture/Consortium will not be acceptable.
- 13 Payment under the contract will be in Indian Rupees only.

The MCGM reserves the right to cancel the e-tenders before submission /opening of e-tenders, postpone the e-tenders submission/opening dates and to accept/reject any or all e-tenders without assigning any reason thereof.

**Chief Engineer
(Water Supply Projects)**

Header Data

| | |
|--|--|
| Tender Document Number | 7100207863 |
| Name of Organization | Municipal Corporation of Greater Mumbai |
| Subject | Consultancy services for Demarcation of land boundaries, Cadastral Survey and Joint measurement Survey, Collection of revenue/land records and allied works for Powai lake and surrounding areas |
| Cost of Tender | Rs.8500/-+GST |
| Cost of E-Tender(Estimated Cost) | Rs 2,45,67,821/- |
| Bid Security Deposit/ EMD | Rs. 2,46,000/- |
| Date of issue and sale of tender | 12.04.2021, at 11.00 Hrs. onwards |
| Last date & time for sale of tender | 26.04.2021, upto 12.00 Hrs. |
| Receipt of Bid Security Deposit /EMD | 26.04.2021, upto 16.00 Hrs. |
| Submission of Packet A, B & Packet C(Online) | 26.04.2021, upto 16.00 Hrs. |
| Pre-Bid Meeting | 16.04.2021, at 15.00 Hrs online . |
| Opening of Packet A | 26.04.2021, 16.01 Hrs. onwards |
| Opening of Packet B | 26.04.2021, 16.02 Hrs. onwards |
| Opening of Packet C | 03.05.2021, 11.00 Hrs. onwards |
| Address for communication | Ch. E.(WSP)'s office, Engineering Hub Building, 1 st floor, Dr E Moses Road, Worli Naka, Worli, Mumbai—400018. (email:-) powailake.pkg3@gmail.com , chewsp@m-cgm.gov.in |
| Venue for opening of bid | Ch. E.(WSP)'s office |

This tender document is not transferable.

The MCGM reserves the right to cancel the e-tenders before submission /opening of e-tenders, postpone the e-tenders submission/opening dates and to accept/reject any or all e-tenders without assigning any reason thereof.

**Chief Engineer
(Water Supply Projects)**

SECTION 2

ELIGIBILITY CRITERIA

1. Technical Criteria

1. The bidder shall be a well-established Private Limited Company / Public Limited Company / Semi Government Undertaking / Government Undertaking in the field of Survey for the past 10 years.
2. The bidder must have completed the following similar work and shall submit documentary evidence in the form of Completion Certificate:
Demarcation of Boundaries, Cadastral Survey, Joint Measurement Survey for an amount of Rs 1.5 Crore in a single work order in Maharashtra State.

Note: Works executed for Central/State Government, Semi Government Authorities, PSU's & Govt. of India Undertaking shall only be considered to qualify for above eligibility criteria. Certificates from Public Limited Companies & Private Companies shall not be accepted.

3. The bidder shall have completed at least 3 (three) Revenue/Cadastral/City survey works.
4. The bidder shall have completed at least two Geotechnical soil investigation work of at least Rs. 5 Lacs each.
5. The bidder shall own at least 10 Total Station instruments and 4 survey grade DGPS instruments. Proof of ownership shall be uploaded with the bid submission.
6. The bidder must have never been blacklisted or banned by any Government Department/PSU/Semi Government Agency in India and if blacklisted, blacklisting was duly cancelled and currently not blacklisted. Any applicant found blacklisted by any Government Department/PSU/Semi Government Agency in India, shall not be considered for this bid.
7. Joint venture /consortium will not be permitted.
8. Documents in support of similar earlier experience including Completion Certificate should be submitted along with the proposal.

2. Financial Criteria

1. The bidder shall have minimum average annual turnover of Rs. 3.07 Crore from consultancy works during the last 3 years.
2. The bidder has to submit the annual report/audited accounts/balance sheet for last 3 years duly certified by the Chartered Accountant of the agency.

SECTION 3
DISCLAIMER

DISCLAIMER

The information contained in this Tender or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the MCGM or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender document is not an agreement and is neither an offer nor invitation by the MCGM to the prospective Applicants or to any other person. The purpose of this tender document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this tender document. This tender document includes statements, which reflect various assumptions and assessments arrived at by the MCGM in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This tender document may not be appropriate for all persons, and it is not possible for the MCGM, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender document. The assumptions, assessments, statements and information contained in this tender document 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 and information contained in this tender document and obtain independent advice from appropriate sources.

Information provided in this tender document to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MCGM accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The MCGM, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this

tender document or arising in any way in this Selection Process.

The MCGM also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this tender document.

The MCGM may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender document.

The issue of this tender document does not imply that the MCGM is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the MCGM reserves the right to reject all or any of the Proposals, or its part without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MCGM or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will have to be borne by the Applicant and the 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 Proposal, regardless of the conduct or outcome of the Selection Process.

SECTION 4
INTRODUCTION

Introduction

The Powai Lake is an artificial reservoir formed by constructing a masonry dam between two hillocks across Powai basin in the year 1891. It is located 27 KM away in the North- East from Mumbai city and is about 55 meters from mean sea level (MSL). The total submergence area of Powai Lake is 2.1 sq.km. Powai Lake has been identified by National Lake Conservation Policy as one of the top ten lakes within the country that needs to be rejuvenated. Powai Lake is situated in Powal valley. The lake area consists of rich ecosystem of considerable value and interest, supporting a Wide variety of flora and fauna and is a habitat for a variety of aquatic animals. M.C.G.M intends to develop the Powai lake all along the boundary ,which will include a public promenade, cycle track and urban design interventions for improving walkability, pedestrianisation and public places around Powai lake. For this proposed work an extensive survey including demarcation of land boundaries and revenue/ and records, will be required to be carried out. Hence, it is proposed to hire Consultant for carrying out this said cadastral survey work along with Geotechnical investigations along the banks of the Powai lake and allied works.

SECTION 5

E-TENDERING ONLINE

SUBMISSION PROCESS

E-TENDERING ONLINE SUBMISSION PROCESS

The terminology of e-Tendering is solely depending upon policies in existence, guidelines and methodology adopted since decades. The SRM is only change in process of accepting and evaluation of tenders in addition to manual. The SAP module to be used in this E-tendering is known as Supplier Relationship Module (SRM).SRM is designed and introduced by ABM Knowledge ware Ltd. who will assist MCGM in throughout the tendering process for successful implementation.

NOTE: This tendering process is covered under Information Technology ACT & Cyber Laws as applicable

(1) In e-tendering process some of the terms and its definitions are to be read as under wherever it reflects in online tendering process.

Start Date read as “Sale Date”

End Date read as “Submission Date”

Supplier read as “Contractor/bidder”

Vendor read as “Contractor/bidder”

Vendor Quotation read as “Contractors Bid/Offer”

Purchaser read as “Department/MCGM”

I. Before entering in to online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links. For this, the contractors can access through Supplier registration via MCGM Portal.

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

II. Transfer from R3 (registered contractors with MCGM) to SRM

a. Contractors 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 mail Id.

e. Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

III. Online Self Registration (Temporary registration for applicant 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 mail Id.
- d. Vendor creates his User ID and Password for e-tendering application.

IV. CONTRACTORS BIDDING: Applicant will Quote and Upload Tender Documents

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

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

The tenderer shall pay the EMD/Bid Security through payment gateways before submission of Bid and shall upload the screenshot of receipt of payment in Packet 'A' instead of paying the EMD at any of the CFC centers in MCGM Ward Offices.

The e-tender is available on MCGM portal, <http://portal.mcgm.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the time-table shown in the Header Data in the office of Ch Eng.(WSP).

The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are 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>).

SECTION 6

INSTRUCTIONS TO

CONSULTANTS

MUNICIPAL CORPORATION OF GREATER MUMBAI
INSTRUCTIONS TO CONSULTANTS

A GENERAL

1. Scope of consultancy :

1.1 The Municipal Corporation of Greater Mumbai hereby invites consultancy proposals for the work of “Consultancy services for Demarcation of land boundaries, Cadastral Survey and Joint measurement Survey, Collection of revenue/land records and allied works for Powai lake and surrounding areas”.

1.2. The scope of services is detailed in the Appendix-I and II enclosed to the conditions of contract.

2. Clarifications for the consultants:

Every firm shall submit only one bid. The consulting firm who submits or participates in more than one offer will be disqualified.

Qualifications

3.1 Technical Criteria

1. The bidder shall be a well-established Private Limited Company / Public Limited Company / Semi Government Undertaking / Government Undertaking in the field of Survey for the past 10 years.
2. The bidder must have completed the following similar work and shall submit documentary evidence in the form of Completion Certificate:
Demarcation of Boundaries, Cadastral Survey, Joint Measurement Survey for an amount of Rs 1.5 Crore in a single work order in Maharashtra State.

Note: Works executed for Central/State Government, Semi Government Authorities, PSU's & Govt. of India Undertaking shall only be considered to qualify for above eligibility criteria. Certificates from Public Limited Companies & Private Companies shall not be accepted.

3. The bidder shall have completed at least 3 (three) Revenue/Cadastral/City survey works.
4. The bidder shall have completed at least two Geotechnical soil investigation work of at least Rs. 5 Lacks each.

5. The bidder shall own at least 10 Total Station instruments and 4 survey grade DGPS instruments. Proof of ownership shall be uploaded with the bid submission.
6. The bidder must have never been blacklisted or banned by any Government Department/PSU/Semi Government Agency in India and if blacklisted, blacklisting was duly cancelled and currently not blacklisted. Any applicant found blacklisted by any Government Department/PSU/Semi Government Agency in India, shall not be considered for this bid.
7. Joint venture /consortium will not be permitted.
8. Documents in support of similar earlier experience including Completion Certificate should be submitted along with the proposal.

3.2 Financial Criteria

1. The bidder shall have minimum average annual turnover of Rs. 3.07 Crore from consultancy works during the last 3 years.
2. The bidder has to submit the annual report/audited accounts/balance sheet for last 3 years duly certified by the Chartered Accountant of the agency.

4 Technical personnel

The Applicant shall offer and make available all Key Personnel meeting the requirements specified herein below. The set of key personnel shall be required separately for each region. Each of the Key Personnel must fulfill the Conditions of Eligibility as below.

| Sr. No. | Expertise | Minimum Qualification | Minimum professional Experience | Experience on Eligible Assignments |
|---------|-------------|---|---------------------------------|--|
| 1 | Team Leader | B.E. Civil / Diploma in Civil Engineering | 15 yrs | He shall have Min. 20 years in survey assignments of major projects using modern survey techniques and equipment such as total station, GPS, aerial photo and satellite image interpretation, GIS, acquiring land for infrastructure project etc. Experience in collection of revenue record is essential. He will lead, co-ordinate and supervise the multidisciplinary team. It will be his responsibility to guide the team in arriving at solutions within the constraints specified in the TOR. His experience should |

| Sr. No. | Expertise | Minimum Qualification | Minimum professional Experience | Experience on Eligible Assignments |
|---------|---|---|---------------------------------|--|
| | | | | reflect these capabilities. |
| 2 | Cadastral / Triangulation Survey Expert | B.E. Civil / M.A (Geography) / Diploma in Civil Engineering | 10 Yrs. | He should have 10 years experience in Engineering Surveys, Handling Cadastral Survey works. |
| 3 | GIS Expert | B.E. Civil / B.A (Geography) / PG Diploma (Geo-informatics) / M.A. Cartography/Diploma in Civil Engineering | 5 Yrs. | He should have experience of preparation of GIS system in similar Infrastructure projects etc. |
| 4 | Survey Engineer | ITI Certification | 10 yrs | He should have experience of various survey techniques such as LiDAR / DGPS / Remote sensing/Total Station and should have experience of land surveying. |
| 5 | Cad Engineer | Graduate | 5 Years | He should have 5 years experience in Engineering Surveys, handling Cadastral Survey works in Auto CAD. |

5. Joint ventures/consortium will not be permitted for providing services under this bid.

6. **Site Visit**

In order to obtain first hand information /opinion on the assignment, the consultants are advised to visit the sites mentioned, before submitting their proposal.

7. The contractors who are not registered with MCGM will have to apply for registering their firm within three months time period from the award of contract, otherwise their Bid Security i.e. E.M.D (Earnest Money Deposit) will be forfeited/recovered and an amount equal to Registration Fee of respective class will be recovered as penalty.

B PROPOSAL DOCUMENTS:

8.0 Clarifications and amendment to proposal documents.

8.1 The Employer will respond to any requests for clarification, which he receives up to pre-bid meeting (Refer ITC-Clause 12.1). Copies of the

Employer's response in the form of addendum will be uploaded on MCGM's portal under tenders-tender/notices tab. Verbal information and/ or clarification given by any representative of the Employer shall not be binding on the Employer.

8.2 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda. The notice of issue of such addenda will be uploaded on MCGM's portal under tenders-tender/notices tab. Any addenda thus issued shall be part of the bidding documents and shall be binding on all prospective bidders. To afford prospective bidders the reasonable time in which to take all addenda into account in preparing their bids, the Employer may, at his discretion, extend the deadline for submission of bids.

C PREPARATION OF PROPOSALS

9 Validity.

9.1 The proposal shall remain valid for a period of 180 days from the date of opening of technical proposals.

9.2 In exceptional circumstances, MCGM may request the consultant, in writing, to extend the validity of their proposals without allowing any modifications to the offer and the consultant shall extend the validity of their proposals.

10.0 Earnest Money Deposit

The consulting firms shall furnish as a part of their proposals, EMD of Rs. 310000/- (Three Lacs Ten thousand only). The EMD shall be paid online through online system of Municipal Corporation of Greater Mumbai. Any proposal not accompanied by acceptable EMD will be rejected outright. No interest will be paid on EMD.

The Bid Security/EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required Security Deposits. The consulting firms will not be allowed to modify their prices after submission and any attempt to modify the prices or withdrawal of proposal during the period of validity will attract forfeiture of EMD.

11. Pre-Bid Meeting

- 11.1 Pre-Bid Meeting will take place online at 2.30 PM link for online meeting will be sent on email to the interested bidders. Bidders are requested to convey their willingness on email.
- 11.2 The purpose of the meeting will be clarify issues and to answer questions on any matter that may be raised at that stage.
- 11.3 The bidder is requested to submit any questions in writing or by email, to reach the MCGM before the meeting. It may not be practicable at the meeting to answer the questions received late, but questions and responses will be transmitted in accordance with ITB-Clause 12.4. Questions received on or before Pre-bid meeting only will be considered.
- 11.4 Minutes of the meeting, including the questions raised and the responses given together prepared after the meeting, will be uploaded on MCGM's portal. Any modification of the bidding documents, which may become necessary as a result of the pre-bid meeting shall be made by the Employer through the issue of an addendum pursuant to ITB-Clause 8 and through the minutes of Pre-bid meeting and will form part of the contract.

12. Format and signing of proposal

12.1 The proposal shall be signed by the person authorized to commit on behalf of the firm. All pages shall be signed. The bid form shall necessarily be signed by the authorized signatories by giving all the details called for and then scanned and uploaded.

12.2 Proposal Pricing

The quoted rates shall be deemed to have included of all taxes, duties, levies and costs to be incurred by the bidders and in any case no additional claims on this account shall be considered.

13. Cost of Proposal

Regardless of the outcome of the bidding process, all costs towards preparation of proposals, site visit etc. shall be borne by consulting firms and no reimbursement towards the same will be made.

D SUBMISSION OF PROPOSALS.

14.1 Method of submission of Bids

PACKET – A

The Packet 'A' shall contain scanned certified copies of the following documents

Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in packet 'A'

- a) Certificate of Incorporation of firm.

- b) A document in support of Registration under Maharashtra 'GST' Act 2017 GST Registration Certificate in Maharashtra (or equivalent requirement under VAT). Those not registered in Maharashtra shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST Registration Certificate in Maharashtra within 3 months from issue of LoA work order, failing which payment for the work executed will not be released.
- c) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- d) Latest Partnership Deed in case of Partnership firm duly registered with Chief Accountant (Treasury) of MCGM.
- e) The Applicant should submit a Power of Attorney duly authorizing to commit on behalf of the bidding firm.

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

NOTE:

- 1 If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- 2 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.

PACKET – B

MCGM's bid

Bidders shall necessarily upload the scanned copy of MCGM's bid document including Addendum, if any, duly signed by authorised signatory in token of having taken due cognisance of the same.

The Packet 'B' shall contain scanned certified copies of the following documents –

- a) The consultant shall upload the certificates / documents in support of their qualification with respect to the requirements stated in Qualification requirements.
- b) The list of completed works in the format of Schedule-A. Above information furnished shall be supported by the certificates, documents.
- c) Information about details of existing commitments in Schedule-B.

- d) Information about annual financial turnover for preceding three financial years as certified by Chartered Accountant in Schedule-C. Copies of duly audited balance sheet and profit & loss account shall be furnished.
- e) Bio-Data of key personnel proposed, in schedule-D. The key personnel proposed on the job shall be available throughout the contract as and when required / mandated by the employer. The set of key personnel shall be required separately for each region.
- f) Undertaking of Rs.500/- stamp paper as per the proforma annexed
 - 'A' - Integrity Part
 - 'B' - Declarations cum Indemnity Bond.
 - 'C'- Irrevocable Undertaking.
 - 'D' - Undertaking
- g) The tenderers shall upload work plan as per the following outline:
 - i. Detailed Methodology for each activity of the this consultancy assignment along with Bar Chart showing the completion of work within prescribed time period, considering major activities.
 - ii. Organizational set up envisaged by the consultant.
 - iii. A detailed note on how the whole work will be carried out (work plan). All the activities included in the Scope of Work shall be covered in the work plan.

Note :

- i. If it is found that the bidder has not submitted required documents in Packet "B" then, the shortfalls will be communicated through written communication and compliance thereof will be required to be made within a time period of three working days failing which the bidder will be treated as non-responsive.

PACKET – C

Online tender filled in **Percentage rate basis**, this is a part in Header Data of online Tendering). For Packet 'C' tenderer(s) will fill data in 'Item Data Tab' in Service Line Item via Details and quotes his Percentage rate basis figures.

Note: In case of rebate/premium of 15% and above of individual items as quoted by the tenderer, the rate analysis of major items shall be submitted by L1 and L2 bidder after demand notification by e-mail to bidders by concerned Dy.Ch.Eng(WSP)CC. The format for rate analysis is annexed at Annexure C.

14.2 Deadline for Submission of Bids

The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB-Clause 6, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

14.3 Late Bids

Any bid received after the deadline for submission of bids specified in Invitation for bids will not be accepted.

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

Note:

i) Curable Defect shall mean shortfalls in submission such as:

a. Non-submission of following documents,

i. Valid registration certificate/ Incorporation certificate registered.

ii. Valid Bank Solvency (Unconditional)

ii. GST Registration Certificate

iii. Certified Copies of PAN documents and photographs of individuals, owners, etc

iv. Partnership Deed and any other documents

b. Undertakings as mentioned in the tender document.

c. No proper submission of experience certificates and other documents, etc.

ii) Non-curable Defect shall mean

a. In-adequate submission of EMD amount,

b. In-adequacy of technical or financial capacity with respect to Eligibility criteria as stipulated in the tender.

Bidders attention is requested to the following with reference to GST in addition to the previously incorporated clauses under GST. Bidders should submit in Packet-B an Irrevocable Undertaking on Rs. 500/- Stamp Paper as mentioned in Annexure- A1 of circular CAF/PRC/19 Dt 15.09.2017.

E OPENING AND EVALUATION OF TECHNICAL PROPOSALS

15 Opening of technical proposals (Packet A & B)

15.1 The technical proposals will be opened at 16.01 hrs onwards on -----.

15.2 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 clarifications shall be in writing and no change in price or specifications of the offer will be permitted.

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

15.4 Evaluation of technical proposals

- 15.5 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel.

F AWARD

The contract will be awarded to the best responsive tenderer(s) offering the lowest evaluated tender in conformity with the tender document. Corporation reserves right to accept/reject any or all tenders and to annul the tendering process at any time prior to award of contract.

16 DEFECT LIABILITY PERIOD

- 1 The Contractor is expected to carry out the construction work in Workmen like manner so as to meet the requirement and specification for the project. It is expected that the Workmanship and materials will be reasonably fit for the purpose for which they are required.
- 2 Defects or defective work is where standard and quality of workmanship and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which fail short of complying with the express descriptions or requirements of the contract, especially any drawings or specifications with any implied terms and conditions as to its quality, workmanship, durability, aesthetic, performance or design. Defects in construction projects are attributable to various reasons.
- 3 Some of the defects are structural defects results in cracks or collapse of faulty defective plumbing, inadequate or faulty drainage system, inadequate or faulty ventilation, cooling or heating systems, inadequate fire systems etc. The defects could be various on accounts of different reasons for variety of the projects.
- 4 During the Defect Liability Period which commences on completion of the work, the Engineering In charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Engineering In charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for

all the purpose of this contract to have taken place on the day named in such defect liability certificate.

- 5 If defective work or workmanship or design have been knowingly covered-up or concealed so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until discover actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.
- 6 The DLP shall be as below:

| Dept. | Details of works | DLP |
|----------------------|-------------------------|------------|
| Water Supply Project | General works | 1 Year |

- 7 Also, in case of defect, the Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.
- 8 It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the issue of 'Certificate of Completion', the 'Defect Liability Period' starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions from the engineer to carryout repairs and fix any defects which appear in the Permanent Works. If the contractor does not ,due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by engineer is done.

17 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

A. Security Deposit

The security deposit shall mean and comprise of

- I) Contract Deposit and
- II) Retention Money.

I) Contract Deposit – The successful tenderer, here after referred to as the contractor shall pay an amount equal to two (2) percent of the contract sum shall be paid within thirty days from the date of issue of letter of acceptance.

II) Retention Money – The contractor shall pay the retention money an amount equal to two (2)percent of the Contract Sum which will be recovered from the contractors every bill i.e. interim / running / final bill.

B. Additional Security Deposit

1. If the contractor has quoted rebate more than 12% then the additional security deposit (ASD) for the percentage rebate quoted above 12% shall be applicable with no maximum limit. However, ASD shall not be paid online while submitting the tender.

2. After obtaining the sanction of the competent authority, the L1 bidder have to pay the ASD in the form of Demand draft at MCGM CFC within 15 days as mentioned in the LOA, issued to the successful bidder and receipt shall be submitted to HOD of the concerned department.

3. If the L1 bidder fails to deposit the ASD amount within 15 days period after issuing the LOA, then the entire EMD of the successful bidder will be forfeited and such company shall be debar for two years. Further, if director / partner of this company are director or partner of the other companies, then those companies shall also be debarred for two years.

The ASD is calculated as follows:

Additional security deposit = $(X/100) \times$ office estimated cost

Where X= Percentage rebate quoted above 12%.

C. Performance Guarantee

Not applicable as per Circular U/No. CA(F)/Project/36 of 07-12-2020

D Refund of Security Deposit

I. Refund of Contract Deposit

The Contract Deposit shall be released within 30 days after completion of DLP (as per the circular U/No. CA(F)/Project/36 of 07-12-2020) and after issue of defect liability certificate subject to no recoveries are pending against the said work, provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. No claim shall be made against the Balance Contract Deposit after the issue of Defects Liability Certificate.

II. Refund of Retention Money

One-half (50%)of the Retention Money shall be released within 30 days of issue of ‘Certificate of Completion’ with respect to the whole of the Works. In the event the Engineer issues a Taking-over Certificate for a section or part of the Permanent Works, only such proposition thereof as the Engineer determines (having regard to the

relative value of such section or part of the Works) shall be considered by the Engineer for payment to the Contractor.

The balance Retention Money shall be released within 30 days after completion of DLP (as per the circular U/No. CA(F)/Project/36 of 07-12-2020) and after issue of 'Defect Liability Certificate' provided that the Engineer is satisfied that there is no demand outstanding against the Contractor. In the event of different Defects Liability Periods have been specified or become applicable to different sections or parts of the Permanent Works, the said moneys will be released within 30 days on expiration of the latest of such Defects Liability Periods.

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

III. Refund of Additional Security Deposit

The additional security deposit shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works. In the event the Engineer issues a Taking-over Certificate for a section or part of the Permanent Works, only such proposition thereof as the Engineer determines (having regard to the relative value of such section or part of the Works) shall be considered by the Engineer for payment to the Contractor.

IV. Refund of Performance Guarantee

Not applicable

***Note:**

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

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

18 Legal + stationary charges and stamp duty.

Successful tender shall pay the Legal Charges +Stationary charges as per Circular no. CA/FRG/05 dtd 24.04.2020.

| Contract Value | | | | | | Legal+ Stationery Charges |
|----------------|-----|---------------|----|-----|---------------|---------------------------|
| upto | Rs. | 50,000/- | To | Rs. | | Nil |
| from | Rs. | 50,001/- | To | Rs. | 3,00,000/- | Rs. 610/- |
| from | Rs. | 3,00,001/- | To | Rs. | 20,00,000/- | Rs. 1020/- |
| from | Rs. | 20,00,001/- | To | Rs. | 1,00,00,000/- | Rs. 3930/- |
| from | Rs. | 1,00,00,001/- | To | Rs. | Any amount | Rs. 9770/- (Maximum) |

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

19 Stamp Duty: (As per applicable circular)

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

i. As per the provision made in Article 63, Schedule I of 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. |
| (b) | Where it exceeds rupees ten lakhs | Five hundred rupees plus 0.1% of the amount above rupees ten lakh subject to the maximum of rupees twenty five lakhs. |

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.

SECTION 7

SCOPE OF SERVICES

APPENDIX-I
SCOPE OF SERVICES

1. TOTAL STATION SURVEY

To carry out total station survey of open /built up plot (approximately 100m lateral distance from the boundary of Powai lake on ground side and any adjoining area as directed) with reference to existing co-ordinate system by establishing control stations, by establishing temporary bench mark from permanent bench mark, marking the traverse on open plot by nails, carrying out detailed leveling at a longitudinal and lateral interval of approx. 10m(i.e. forming grid of 10mx10m), plotting cross sections, cross distance, preparing drawings on Auto cad to the scale of 1:500, mentioning all the dimensions on the plan, super imposing CTS plan/DP remarks/demarcation plan and supplying 3 hard copies and 1 soft copy in C.D. form.. etc.

Specifications

Total station survey with levels on grid and accuracy (as directed by Engineer in charge) for the area as shown in the plan attached.

Total station surveys to include:

1. Site contours
2. All edges, road and footpaths mapping to include:
 - All levels/ street gradient/ footpath levels/ contours
 - Paving types and condition of paving
 - Footpath kerbs
 - Road median and traffic islands with levels
 - Manholes covers/ inspection chambers/ open drains/ drain covers/ septic tank/ water tanks, etc. on road and footpath
3. Building lines/ compound walls/ projections from the building lines at ground floor level
4. Any structures on site such as Police chowkies/ public toilets/ ATM kiosk etc.
5. Vendors/Hawkers pitches/ stalls/ informal structures with location and numbers
6. Bus stop locations
7. Light poles/ lamp posts/ Camera poles/ signal poles
8. All signage including road name signage/ MCGM parking/ taxi stand signs/ RTO signs/ chowk names/ signage or advert on lamp posts
9. Trees location, tree girths and tree surround / planter/ tree species
10. Fire posts/hydrants
11. Electricity (BEST)/MSEB/Traffic signal and MTNL boxes
12. Public litter bins/ cans/ waste piles

13. Railings/ barricades/ bollards
14. Bunds/ platforms/ grill supports or kerbs around trees
15. Seating benches/ informal seating around trees
16. Statues/ heritage monuments
17. Any fixed construction on the pavements such as ad-hoc chowkies, posts, bunds or columns
18. Parking
 - Designated car and taxi parking
 - Tourist bus parking
 - HCV parking
 - Two wheeler parking
 - Taxi stands
19. Plans of utilities/ services
 - Invert level of utilities
 - Storm water drains/ open drains
 - Water supply lines
 - Sewerage lines
 - Fibre optic cables
 - Electric cables
 - Telephone cables
 - Utility junctions
 - Police Chowkies, STD booths/ MCGM chowkies/ BEST chowkies
 - Public toilets
20. Solid waste
 - Collection/segregation points
 - Storage
 - Dumping

2. ASSISTANCE IN JOINT MEASUREMENT SURVEY

a. Distribution of Notices:

Consultant shall assist in preparation of joint measurement notices for the respective land owners and distribute them to the concerned persons as directed by the Authorities.

b. Providing ETS machines, vehicles, personnel:

Consultant needs to provide Electronic Total Station machines for joint measurement survey for carrying out Joint Measurement Survey, in the presence of land owners and the representatives of the MCGM, Revenue Authority, Any Competent Authority and Dy. SLRs (Deputy Superintendent of Land Records) to ascertain the area of land and the verification of ownership of the land. The details so prepared shall be got approved/ authenticated from Dy. SLR and submitted to the Revenue Authority and MCGM, as the

case may be. Consultant shall provide complete technical assistance by way of manpower consisting of adequate no. of teams comprising of one surveyor and two assistant surveyors, Survey equipments, transport arrangements for their own joint measurement teams with computer/laptop etc. in a time bound manner along with complete follow up with the concerned authorities and the land owners. The aforesaid work contains the activities along with other activities as required for completion of the work up to the satisfaction of the concerned authorities. The consultant shall carry out Demarcation of boundary points with help of Differential Global Positioning System (DGPS) including materials, labours, transportation tools & plants, which will include providing & fixing the C.C. stone at a distance of approx. 100 m. or at every turning points (as directed) of size 150 x 150 x 600mm long, 300mm buried in C.C. 1:3:6 and shall be painted and installed as directed by the competent authorities. All the Joint Measurement Survey related works should be completed in time bound manner.

c. Enumeration of trees:

During the joint measurement survey, the Consultant shall assist to enumerate each tree falling within 25m from the lake boundary in the manner prescribed by the concerned authorities.

d. Videography and Photography of the Survey

During the joint measurement survey, the Consultant shall carry out videography and photography of the survey of lands, structures and trees, etc. The video graphic evidence may be submitted in 2 nos. of soft copies and photographs.

e. Collection of revenue/land records:

After completion of joint measurement survey, the Consultant shall procure the revenue record such as Tika sheets, pher phaar note, PR cards, Tippan, Phalani, Gut book, akarband etc. required for the purpose of Joint Measurement Survey and computerize it.

f. Assistance in preparation of Joint Measurement Survey Sheet and Area statement:

Consultant shall provide necessary assistance for superimposition of revenue record on joint measurement survey sheets. Consultant shall also assist in the preparation of the area statement along with the list of concerned land holders and get it authenticated by concerned Dy. SLR office. The Consultant shall coordinate with Revenue/land record Department for the survey during JMS process and assist the authorities to carry out the process. Consultant shall also assist correction of right of records if any and submission thereof.

Note: Data and information security and safeguards against misuse:

The Consultant and its officers / employees shall maintain the highest integrity and proper log on the activities to be carried out with the approval of Competent Officers of MCGM. Utmost care shall be undertaken for the prevention of unauthorized use of the information.

3. GEOTECHNICAL INVESTIGATION

Consultant shall carryout geotechnical investigation in water body/ land periphery of lake along the boundary at various locations as directed. The investigation shall be carried out in accordance with the provisions and the specifications of related BOQ items. The data of bore log shall be submitted in 2 hard & soft copies as directed.

4. DELIVERABLES

DELIVERABLES OF THE ASSIGNMENT

Scope of work shall be integral part of deliverables. Following reports in five (5) hard copies and three (3) soft copies shall be submitted to MCGM/ Revenue Authority.

- a) Total Station Survey drawing including details as per scope of work.
- b) JMS sheets and area statement of the land along with the list of concerned land holders, Vivaran Patrak.
- c) All proposals, notifications, notices, forms, reports, drawings, JMS sheets and area statement of the land along with the list of concerned land holders, Vivaran Patrak etc.
- d) Video graphic & Photographic records of Joint Measurements in hard and soft copies.
- e) Inception Report: Immediately upon the LOA, the Consultant shall submit two copies of the inception document covering all aspects of project components. The plans/procedures for different activities like, precise joint measurement, etc. should be presented as separate sections. Further, additional information as per format shall be furnished regarding the details of personnel that shall be responsible for carrying out / preparing and checking / verifying various activities since inception to the completion of work.

Geotechnical investigation reports including bore log data / test report shall be submitted with the suggestions as required for the project.

Note:

1. The broad outline of the work is given in the Scope of the Works and the actual work shall be governed by Bill of Quantities and as directed by the Engineer.
2. All the works contained in the Scope of the Works shall be carried out strictly as per the relevant specifications applicable as attached or referred to in this tender.
3. Employer reserves the right to revise or amend the Scope of the Works fully or partly during the contract period. The contractor shall not be entitled for any compensation on these accounts.
4. Quantities of all items provided in the Bill of Quantities are approximate and are a guide to give the bidders an idea of quantum of work involved. Employer reserves the right to increase/decrease and or delete any of the quantities given in the Bill of Quantities. The contractor shall not be entitled for any compensation on these accounts.

APPENDIX- II

Limits of Works to be carried out under consultancy contract

The drawing showing the lake boundary of Powai lake and the approximate area to be surveyed along is indicative. The propose survey area is approximately 100 Hectors as shown in adjoining drawing. The actual area to be surveyed may vary as per site condition, as directed by the Engineer.

APPENDIX –III
TERMS OF PAYMENT

Fee:

The Consultants shall be eligible to receive the fees as per quoted rates in financial proposal communicated in the LOA and tentative area and value mentioned in the Work Order. Actual payment shall be made in % mentioned against each stage for completed activities against the price quoted against the items in the BOQ.

1 Break-up of the fees payable for the different activities :

- i) Fee approved against each task shall be paid in the following manner.

Payment Schedule:

PART-A-SURVEY WORK

BOQ Item No. 1, 2,3 & 4 : To carry out total station survey

| Sr. No. | Description of Tasks | % of Total work order amount/ Stages | Deliverables |
|---------|---|---|--|
| 1 | On completion of field Total Station survey | 40%of total Contract amount mentioned against BOQ Item no 1,2,3&4 | Submission of draft survey drawing in soft copy & two hardcopies only. |
| 2 | On superimposing CTS Plan | 25% of amount quoted against BOQ Item no. 1,2,3&4 | Submission of draft survey drawing in soft copy & two hardcopies only. |
| 3 | On completion of field Total Station survey along with final authenticated Joint Measurement Drawings, etc. & all complete. | 35% of total Contract amount mentioned against BOQ Item no. 1,2,3&4 | Submission of 3 sets of hard copy and soft copy of survey drawings |

BOQ Item No.5 Providing & fixing the C.C. stone: On pro-rata basis

BOQ Item No. 6&7 :

| Sr. No. | Description of Tasks | % of Total work order amount/ Stages | Deliverables |
|---------|--|---|---|
| 1 | On scheduling JMS program distribution of Notices to all land holders. | 20% of amount quoted against BOQ Item no. 6&7 on pro rata basis | Two copies of notices |
| 2 | On completion of Joint Measurement Survey including TSS on field | 40% of amount quoted against BOQ Item no. 6&7 on pro rata basis | Submission of one set of draft JMS sheets and two sets of soft copy |
| 3 | On authentication of JMS Sheets and Area statement by Dy.SLR. | 40% of amount quoted against BOQ Item no. 6&7 on pro rata basis | Submission of one set of final authenticated JMS sheets and two sets of scanned soft copy |

PART-B- GEOTECHNICAL INVESTIGATION

BOQ Item No. 1 to 19- Geotechnical Investigation: On pro-rata basis

Notes:

- 1) All payments shall be progress- linked and deliverables based wherever applicable.
- 2) All Official fees for collection of land records such as CTS, Property Cards, 7/12 extracts, Gut book, village maps, 8-A extracts, Joint measurement fees, postal charges of serving notices to land owners etc shall be borne by MCGM.
- 3) In case of emergency Contractor may be asked for payment of Official fees for collection of land records, which shall be reimbursed on production of receipts.

SECTION 8
BILL OF QUANTITIES

Bill of Quantities

| Sr. No. | Activity | Qty | Unit | Rate/ Unit In ₹ | Total Amount in ₹ |
|----------------------------|---|------------|------------------------|----------------------------|------------------------------|
| Part A- SURVEY WORK | | | | | |
| 1 | To carry out total station survey of open plot with reference to existing co-ordinate system by establishing control stations by establishing temporary bench mark from permanent bench mark, marking the traverse on open plot by nails, carrying out detailed levelling at a longitudinal and lateral interval of 10m(i.e. forming grid of 10mx10m), plotting cross sections, cross distance, preparing drawings on Auto cad to the scale of 1:500, mentioning all the dimensions on the plan,super imposing CTS plan/DP remarks/demarcation plan and supplying 3 hard copies and 2 soft copy in C.D. form.. etc. | 1 | Up to 1000 Sq. M | 44,001 | 44,001 |
| 2 | --do-- for every additional 1000sqm area or part thereof | 899 | Each 1000S q. M | 22,000 | 1,97,78,000 |
| 3 | To carry out total station survey of the road with referance to existing co-ordinate system by establishing control stations by establishing temporary bench mark from permanent bench mark, marking centre kine of the road by nails, carrying out detailed levelling, plotting cross | 1 | Up to 500 mtr. | 25,220 | 25,220 |

| | | | | | |
|---|---|-----|-------------------|-------|----------|
| | sections longitudinally at 10 mtr. intervals with levels at every 2 mtr. cross distance, preparing drawing on Auto cad to the scale of 1:500 and supplying 2 hard copies and 1 soft sopy in C.D. form etc. complete for roads wider than 36.6 mtr. | | | | |
| 4 | To carry out total atation survey of the road with referance to existing co-ordinate system by establishing control stations by establishing temporary bench mark from permanent bench mark, marking centre kine of the road by nails, carrying out detailed levelling, plotting cross sections longitudinally at 10 mtr. intervals with levels at every 2 mtr. cross distance, preparing drawing on Auto cad to the scale of 1:500 and supplying 2 hard copies and 1 soft sopy in C.D. form etc. complete for roads wider than 36.6 mtr. Extra over and above for every 100 mtr. and part thereof. | 25 | Per 100 mtr | 5,044 | 1,26,100 |
| 5 | Demarcation of boundary points with help of Differential Global Positioning System (DGPS) including contractor's materials, labours, transportation tools & plants, including providing & fixing the C.C. stone at a distance of approx. 100 m. grid or at every turning points (as directed by EIC) of size 150 x 150 x 600mm long, 300mm buried in C.C. 1:3:6 shall be | 250 | No. | 2236 | 5,59,000 |

| | | | | | |
|---|--|-----|--------------|--------|--------------|
| | painted as directed etc. complete. | | | | |
| 6 | Facilitating Dy. SLR for carrying out actual Ground Survey of land with Revenue Staff & land owners/ Subholders, with contractor's Survey equipments, manpower etc., including taking spot levels at 10 m. interval, preparation and issue of notices to all concerned such as land owners, Agriculture/ Forest/ PWD departments, preparation of drawing area calculation, abstract statement (Vivran-Patra) in five sets, Collection of latest 7/12 abstracts etc. Giving assistance to Agriculture/Forest/ PWD for their measurement works by providing skilled manpower complete in all respect, with contractor's own stationary/ printing / consumables, including transport arrangement etc. complete. | 184 | Ha | 13,350 | 2,45,6400 |
| 6 | Taking photographs of structures with name board and submission of hard copy with all details of owner such as name, survey no. structure details etc. with contractor's own machinery, man power, consumables, transportation ets. Complete | 250 | Nos. | 383 | 95,750 |
| | Sub Total (A) | | | | 2,30,84471/- |
| PART-B- GEOTECHNICAL INVESTIGATION (Considering 10 m soil and 5m rock.) | | | | | |
| 1 | Providing and transporting to site necessary and adequate plant and equipment for taking trial bores for subsoil investigations including conducting an initial survey for establishing datum RLS and locations of trial bores including installation of the | 1 | Each Unit | 49,500 | 49,500 |

| | | | | | |
|---|---|-----|-----------|-------|----------|
| | drilling equipment of the first bore location etc. complete as specified and directed with reference to T.H.D. | | | | |
| 2 | Shifting and locating the drilling equipment from one location to another within a lead of 500 m between successive locations including surveying the spot for establishing bore hole location, fixing ground levels with reference to datum RLS and observing ground water level during boring operation etc. complete as specified and directed. | 30 | Each Unit | 3,850 | 1,15,500 |
| | Taking trial bores upto 150 mm dia. for subsoil investigation through overburden and soil of all sorts including cleaning the bottom of holes before taking field tests at various depths etc. complete as specified and directed. | | | | |
| 3 | a) Depth upto 6.0 m below ground surface | 180 | RMT | 1,760 | 3,16,800 |
| 4 | b) Depth beyond 6.0 m upto 20.0 m below ground surface | 120 | RMT | 2,310 | 2,77,200 |
| | Taking trial bores for subsoil investigation through rock using rotary drilling equipment with NX size diamond core drilling bits to obtain approximately 54 mm dia. rock cores including provision of wooden boxes for storage of cores, indexing the core samples at site of work and conveying the same to the head quarters of concerned office etc. -complete as specified and directed. | | | | |
| 5 | a) Depth upto to 10.0 m below ground surface. | | RMT | 2,750 | - |
| 6 | b) Depth beyond 10.0 m upto 20.00 m below ground surface | 150 | RMT | 3,080 | 4,62,000 |
| 7 | c) Depth beyond 20 m to 30 m | | RMT | 3,300 | - |
| 8 | Conducting Standard penetration test as per Specifications in soil at various levels of bore holes and reporting the results in the approved format etc. complete as specified and directed. | 180 | No. | 330 | 59,400 |
| | Collecting disturbed samples of soil from bore holes as per specifications and delivering the same to the testing laboratory anywhere in Greater Mumbai as | | | | |

| | | | | | |
|----|--|----|-----|---------------------------|--------------|
| | directed etc. complete as specified and directed. | | | | |
| 9 | In polythene bags by driving 100 mm size tube. | 90 | No. | 165 | 14,850 |
| 10 | Collecting undisturbed samples of soil as per specifications at any depth in M.S. black tube 100 mm dia. 450 mm long, sealed at both ends with paraffin wax and delivering the same to the testing laboratory anywhere in Greater Mumbai etc. complete as specified and directed. | 90 | No. | 495 | 44,550 |
| 11 | Collecting soil samples and sub-soil water samples in glass or plastic bottles I jars from trial bore holes and getting the same chemically analyzed in an approved laboratory for determination of sulphate and chloride contents and pH value etc. complete as specified and directed. | 30 | No. | 110 | 3,300 |
| | Carrying out tests as per specifications for determination of: | | | | |
| 12 | i) Natural moisture Content (NMC) of soil by Oven Drying method | 90 | No. | 165 | 14,850 |
| | ii) Atterberg limits | | | | |
| 13 | a) Liquid limit | 90 | No. | 165 | 14,850 |
| 14 | b) Plastic limit | 90 | No. | 165 | 14,850 |
| 15 | c) Shrinkage limit | 90 | No. | 165 | 14,850 |
| | iii) Grain size analysis including grain size distribution curves in accordance with IS 2720 (part 4) | | | | |
| 16 | a) Sieve Analysis | 90 | No. | 220 | 19,800 |
| 17 | b) Hydrometer Analysis | 90 | No. | 330 | 29,700 |
| 18 | v) Specific gravity | 90 | No. | 165 | 14,850 |
| 19 | vi) Unconfined compressive strength of rock samples, including determination of percentage of water absorption and density. | 30 | No. | 550 | 16,500 |
| | | | | Sub Total (B) | 14,83,350/- |
| | | | | Tender Total (A+B) | 2,45,67821/- |

Note : The above quantities may vary in the range of +/- 10%

**SECTION 9
GENERAL
CONDITIONS OF
CONTRACT**

CONDITIONS OF CONTRACT

1.1 Definitions

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

- 1.1.1 “Agreement” means the Form of Agreement as executed by and between the Client and the Consultant, Services Agreement (General Conditions), Appendix 1 [Scope of Services], Appendix 2 [Limit of Works,]. Appendix 3 [Terms of Payment], Appendix 4 [Programme] and post tender correspondence together with, instructions to consultant.
- 1.1.2 “Background Intellectual Property “means, in respect of each Party, the intellectual Property owned by or otherwise in the possession of that Party at the Commencement Date.
- 1.1.3 “Employer/Client” means the Party named in the Form of Agreement and legal successors to the Employer/Client and permitted assignees.
- 1.1.4 “Engineer” means the engineer of the contract and shall be Chief Engineer (WSP) and his successors
- 1.1.5 “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, as they may be issued and in force from time to time.
- 1.1.5 Date of “Commencement of Services” means the date on which the consultant shall commence their services on written orders from MCGM after due fulfillment, by the consultant, of the Conditions of notification of award.
- 1.1.6 “Contract” means this Contract between the MCGM and the Consultant.
- 1.1.7 “Consultant” means the professional firm or individual named in the Form of Agreement and legal successors to the Consultant and permitted assignees.
- 1.1.8 “Contract Sum” means the sum named in the notification of award.
- 1.1.9 “Country” means the country named in the contract or the country where the Project site is located.
- 1.1.10 “Services” means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Appendix I hereto.

- 1.1.11 “Government” means the State and/or Central Government
- 1.1.12 “MCGM” means Municipal Corporation of Greater Mumbai / Municipal Commissioner for Greater Mumbai for the time being holding the office and also his successors, Additional Municipal Commissioners, Director (E.S. &P.) / Dy. Municipal Commissioners (D.M.C.) and /or their appointed officers for performance of the contract.
- 1.1.13 “Sub-consultant” means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions hereinafter and approved by MCGM.
- 1.1.14 “Party” and “Parties” means the Client and/or the Consultant as the context requires
- 1.1.15 “Third Party” means any person or entity other than the Government, the MCGM, the Consultant or the approved Sub-consultant.
- 1.1.16 “Local Currency” means the currency of the Country and “Foreign Currency” means any other currency.
- 1.1.17 “Notice” means a written communication identified as a Notice and issued in accordance with the provisions of Clause 1.5 [Notices].
- 1.1.18 “Programme” shall be the accepted work schedule by both parties.
- 1.1.19 “Project” means the project named in the Particular Conditions to which the Services are to be provided.
- 1.1.20 “Services” means the services defined in Appendix 1 [Scope of Services] to be performed by the Consultant in accordance with the Agreement which includes any Variations to the Services instructed or arising in accordance with the Agreement.
- 1.1.21 “Site means land or other places where the project is to be executed or other working places as may be specifically designated by MCGM.
- 1.1.22 “Drawings” means, drawing referred to in the specifications and /or any modifications to the drawings, approved by MCGM.
- 1.1.23 “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.

Law Governing Contract.

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

Language

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

Headings

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

Notices

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, email or facsimile to such Party at the following address:

Chief Engineer (WSP)'s Office,
First Floor, Engineering Hub Building,
Dr. E. Moses Road, Worli Naka,
Worli, Mumbai- 400 018.
Tel No. 022- 24958068

Location

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

Authorised 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 (W.S.P.)
- (b) on behalf of the Consultant by their designated representative.

1.2 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.

1.9 Assignments and Sub-Contracts

Neither the Client nor the Consultant shall at any time assign either the benefits of the Agreement or the obligations under the agreement.

1.10 Publication

- 1.10.1 Subject to Clause 3.3 - Confidentiality and unless otherwise specified elsewhere in the contract, the Consultant, either alone or jointly with others, may publish material relating to the services. Publication shall be subject to approval of the Client if it is within 5 (5) years of completion of the Services or termination of the Agreement (whichever is the earlier).

1.10.2 The Consultant may use material and information relating to the Services and the Project for Commercial tendering purposes other than this work.

1.11 Anti-Corruption

1.11.1 In the performance of their obligation under the Agreement, the Consultant and the client, their agents and employees shall comply with all applicable laws, rules, regulations and orders of any applicable jurisdiction, including without limitation those relating to corruption and bribery.

The Consultant hereby represents, warrants and covenants that ;

- a) it shall not participate, directly or indirectly in bribery, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money laundering, use of insider information, the possession of illegally obtained information or any other criminal activity; and
- b) it shall neither receive nor offer, pay or promise to pay either directly or indirectly, anything of value to a “public official” (as defined below) in connection with any business opportunities which are the subject of the Agreement. Furthermore, the Consultant shall immediately give Notice to the Client with full particulars in the event that the Consultant receives a request from any public official requesting illicit payments.

1.11.2 A “public official: is ;

- (a) any official or employee of any government agency or government-owned or controlled enterprise;
- (b) any person performing a public function.
- (c) any official or employee of a public international organization including without limitation donor or funding agencies or the Client.
- (d) any candidate for political office; or
- (e) any political party or an official of a political party.

1.11.3 In conjunction with the requirements of the Clause 1.11 the Consultant shall at the Client’s request demonstrate that it adheres to a documented code of conduct in respect of the prevention of corruption and bribery.

1.12 Priority of Documents

The documents forming the Agreement are to be taken as mutually explanatory of one another. If there is a conflict between these documents then the documents shall be interpreted and construed in accordance with the order of precedence of documents given in the Form of Agreement.

1.13 Good Faith

In all dealings under the Agreement the Client and the Consultant shall act in good faith and in a spirit of mutual trust.

COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Performance Security

The Consultant shall pay a Performance Security equal to four (4) percent of the Contract Sum for due fulfillment of the Contract and is required to be furnished in the form of Bank Guarantee (with requisite stamp duty paid therefor) within 30 days of issue of notification of award and the entire Performance security shall be released 3 months after completion of process, provided that MCGM is satisfied that there is no demand outstanding against the Consultant.

2.2 Commencement of services

The Consultant shall begin carrying out the Services on such date as the MCGM will indicate in writing and this contract shall come into force and effect from this date.

2.3 Expiration of Contract.

Unless terminated earlier pursuant to Clause 2.6 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, the contract shall terminate 6 months after the commencement of services unless extended on the same rates and the same terms and conditions as in the agreement hereto for a further period, to be agreed between the Parties

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and may include, but not limited to war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, resurrection, military or usurped power or civil war, riot, commotion, disorder, strike or lockout by persons other than the Consultant's personnel and other employees of the Consultant and Consultant's sub-consultant, munitions of war, explosive materials, ionising radiation or contamination by radio-activity, natural catastrophes such as earthquake, floods, hurricane, typhoon or volcanic activity except as may be attributable to the Consultant's actions.

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 by both parties.
- (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.
- (3) include insufficiency of funds or failure to make any payment required hereunder

2.4.2 No Breach of Contract

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

2.4.3 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.

2.4.4 Extension of Time

Any period within which a Party shall, pursuant to this clause, 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.

2.4.5. 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.

2.5 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 Termination

2.6.1 By MCGM

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

- (a) if the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing
- (b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) if the Consultant fail to comply with any final decision reached as a result of amicable settlement pursuant to clause 10.1 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.

2.6.2 By the Consultant

The Consultant may, by not less than thirty (30) days' written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) 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 60 days after receiving written notice from the Consultant that such payment is overdue.
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed to in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- (c) if, the Client fails to comply with any final decision reached as a result of disputes resolution pursuant to Clause 10 hereof.

2.6.3 Effective date of termination

The effective date of termination shall be the date on which the period of notice, as stipulated in clause 2.7.1 or 2.7.2 as the case may be, expires.

2.6.4 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 the contract.

2.7 Decisions

On all matters properly referred to the Client in writing by the Consultant, the Client shall give its decision, approval, consent, instruction or Variation, as the case may be, in writing within a reasonable time and with regard to the Programme so as not to delay the Services.

3 OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards 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 in the industry, 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 advisors to the MCGM, and

shall at all times support and safeguard the MCGM's legitimate interests in any dealings with executing agencies, 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's 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

The Consultant, their Sub-consultant and the Personnel of either of them shall not, either during the term or within Five (5) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or otherwise without prior written consent of MCGM.

3.4 Liability of the Consultant

The Consultant shall be liable to MCGM for the performance of the Services in accordance with the provisions of this contract and for any loss suffered

by the Client as a result of a default of the Consultant in such performance and the consultant liability will be limited to contract price/ sum which will be defined in the letter of intent / acceptance, subject to the following limitations:

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

Indemnification of the Client by the Consultant

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

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 Client, 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 therefor have been paid. The Insurance shall be taken from Directorate of Insurance, Maharashtra state.

- 1) Professional liability insurance, with a minimum coverage of 50 lakh.
- 2) Consultant shall also take out and maintain throughout the contract the Insurance against injury &/or death cover for 3 personnel of MCGM deployed at site in addition to consultant's personnel at site

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:
 - that the selection of the Sub-consultant and the terms & conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract and
 - that the Consultant shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract.

Reporting Obligations

- i. The Consultant shall work closely with the MCGM / Revenue Authority and other related Government Officials under whose jurisdiction a Project area or reach thereof falls or any other person/ officer appointed by the MCGM will be responsible for the overall coordination and project development.
- ii. Regular communication with the MCGM offices and those designated is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
- iii. The Deliverables will be submitted as per schedule provided in this TENDER DOCUMENT.

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

3.10 Drawings

The consultant shall supply MCGM 3 sets of all drawings including revisions thereto, in addition to providing soft copies of each of the drawings in the formats acceptable to MCGM. Extra copies of drawings, if required by MCGM, shall be paid for.

4 CONSULTANT PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services under the contract. It shall be incumbent on the successful consulting firm to deploy qualified, experienced and expert professionals in the relevant field. These professionals shall be available as and when called by MCGM for discussions/meetings and/or any specific issue.

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 Appendix I, the estimated periods of engagement of Personnel set forth may be increased by agreement in writing between the MCGM and the Consultant as stipulated in Clause 6.2 hereunder.

4.3 Agreed Personnel

The Consultant hereby agree to engage the personnel and sub-consultant listed by title as well as by name in the offer in order to fulfill the contractual obligations under the contract.

4.4 Removal and/or Replacement of Personnel

- (a) Except as the MCGM may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, Sub-consultant, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications subject to seeking approval from MCGM
- (b) If the MCGM
 - 1) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action ,or
 - 2) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

The removal and /or replacement under (a) & (b) above shall have no cost implications on MCGM.

5 OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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

5.2 Change in Applicable Laws

If, after the date of commencement of services under the Contract, there occurs any change in the Applicable Laws 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 contract sum 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 within 45 days of certification and in such manner as is provided by Clause 6 of this Contract.

5.3.1 PAYMENTS TO THE CONSULTANT

I Summary of Prices

An all inclusive cost of services payable in Indian Rupees is set forth in the “Summary of prices” and the modalities of making payments are set forth in Appendix II.

II Additional Services

The consultant shall, on MCGM’s written request provide MCGM any additional services for the project, which are not specifically defined under the scope of work and which are not specifically covered under this agreement. The compensation thereof shall be worked out as per the terms and conditions of this agreement.

6 FAIRNESS AND GOODFAITH

6.1 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.

6.2 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 on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to settlement of disputes in accordance with Clause 9 hereof.

7.0 TAXES

7.1 Goods & Service Tax (GST)

As per the notification no. 12/2017 dated 28th June 2017 issued by the Ministry of Finance, Government of India, regarding the rates of GST, the services under the subject contract falls under the Article 243W of Constitution of India and are therefore exempt from GST.

7.2 Other Taxes

The MCGM shall not reimburse any other duties, takes, levies etc. levied by the Government 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. All taxes, duties and levies etc. shall be deemed to be included in the rates quoted by the consultant and no reimbursement of any kind whatsoever on such account will be entertained.

8 COMPENSATION

8.1 COMPENSATION FOR DELAY

If the consultant fails to render timely services on or before the specified deadline in inception report (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 week or part thereof of the fees for that specified activity. The consultant shall on commencement of consultancy contract submit the detailed activity schedule and the same shall form the basis for operation of this clause.

8.2 COMPENSATION FOR FAILURE OF THE CONSULTANT

For any failure of consultant, other than for the delay mentioned in clause 9.1 above, compensation at the rate of ¼ percent of the fees for that specified activity shall be recovered, without prejudice to any other right or remedy of MCGM on account of such event, from the payments due to the consultant under this contract.

8.3 LIMIT OF COMPENSATION

The total recovery of compensation mentioned under clause 9.1 and 9.2 together shall not be more than 10% of contract sum.

9. 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. Any dispute between the parties as to matters arising pursuant to this contract which cannot be settled amicably will be decided by the committee constituted by Addl. Mun. Comm. (Projects) comprising concerned D.M.C., Chief Engineer other than the engineer of the contract and the Chief Accountant (W.S.S.D.). Appeal from the order of the said committee may be referred to the Mun.Com. Thereafter, the Mun. Comm. shall constitute a committee comprising three A.M.C.s. including Addl. M.C. in charge of finance. The decision by this committee shall be final and binding upon both parties and shall be enforceable in any court of competent jurisdiction.

No new disputes or differences shall be allowed to be raised after completion of contract period.

10 Safety

10.1 The Contractor shall be responsible for the safety of all activities on the Site. He shall comply with all applicable safety requirements and take care of safety of all persons entitled to be on the site and the works. He shall use reasonable efforts to keep the site and the works, both during construction and maintenance, clear of unnecessary obstruction so as to avoid danger to the persons and the users.

10.2 Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

10.3 Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

10.4 The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

10.5 The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.

a. Safety Programs:-

- I. Have adequate safety supervision in place to ensure that safety programs set up by the firms/agencies are in compliance with prevalent laws and regulations.
- II. Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.
- III. Monitor day to day implementation of safety procedures.

b. First Aid Facilities: -

- I At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
- II The first-aid box shall be distinctly marked with a red cross on white back ground.
- III Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- IV Nothing except the prescribed contents shall be kept in the First-aid box.
- V The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- VI A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

11 Contract Document

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

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

12 Safety and medical help :

(i) The Contractor shall be responsible for and shall pay the expenses of providing medical help to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by MCGM, the same shall be recoverable from the contractor forthwith and be included without prejudice to any other remedy of MCGM from any amount due or that may become due to the Contractor.

(ii) The contractor shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall maintain the same in condition suitable for immediate use at any time.

(iii) The workers shall be required to use the safety equipments so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipments by those concerned.

(iv) When the work is carried on in proximity to any place where there is risk or drawing all necessary equipments shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

12.1 No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance of works, on account of ant delay in according to sanction of estimates.

13 Anti-malaria and other health measures:

Anti-Malaria and other health measures shall be taken as directed by the Executive Health Officer of MCGM. Contractor shall see that mosquitogenic conditions are created so as to keep vector population to minimum level. Contractor shall carry out anti-malaria measures in the area as per the guidelines issued by the Executive Health Officer of MCGM from time to time.

In case of default, in carrying out prescribed anti-malaria measures resulting in increase in malaria incidence, contractor shall be liable to pay MCGM on anti-malaria measures to control the situation in addition to fine.

SECTION 10

SPECIFICATIONS

SPECIFICATIONS

The tender is prepared on the basis of Unified Schedule of Rates and specifications 2018. The specifications of the items of USOR are available on MCGM portal <http://portal.mcgm.gov.in> under the Tender tab. Hence the deserving contractor shall either download the same from MCGM portal or the same may be collected in the soft copy format at the time of purchasing the tender from this office.

SECTION 11
FRAUD AND CORRUPT
PRACTICES

FRAUD AND CORRUPT PRACTICES

1 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.

2 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.

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

4 **“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;

5 **“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 ;

6 **“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;

6 **“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

7 “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.

8 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.

9 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:

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

2 “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.

3 “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;

4 “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;

5 “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;

6 “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

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

8 “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.

9 “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

10 A “party” refers to a participant in the procurement process or contract execution.

SECTION 12
PRE-BID MEETING

PREBID MEETING

Pre-bid meeting of the interested parties shall be convened at the designated date, time online. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

During the course of Pre-bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION 13
LIST OF APPROVED
BANKS

List of Approved Banks

The Banker's Guarantees issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is countersigned by the Manager of a Branch of the same Bank within the Mumbai City limit categorically endorsing thereon that the said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai Limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the Banker's guarantee. Bank Guarantees from Banks listed in RBI's latest schedule shall prevail.

| | |
|--|---|
| S.B.I. & its subsidiary banks: State Bank of India Deleted. State Bank of Hyderabad State Bank of Mysore | State Bank of Patiala State Bank of Saurashtra State Bank of Travancore |
| Nationalized Banks: | |
| Andhra Bank Bank of Baroda Bank of India Bank of Maharashtra Central Bank of India Dena Bank Indian Bank Indian Overseas Bank | Oriental Bank of Commerce Punjab National Bank Punjab & SindBank Syndicate Bank Union Bank of India Vijaya Bank UCO Bank United Bank of India Corporation Bank Allahabad Bank |
| Scheduled Commercial Banks: Corporation Bank Bank of Madura Ltd. Bank of Rajasthan Ltd. Banaras State Bank Ltd. | Jammu and Kashmir Bank Ltd. Karnataka Bank Ltd. KarurVysya Bank Ltd. Lakshmi Vilas Bank Ltd. |
| Bharat Overseas Bank Ltd. Catholic Syrian Bank Ltd. City Union Bank Ltd. Development Credit Bank Dhanalakshmi Bank Ltd Federal Bank Ltd. IndusInd Bank Ltd. I.C.I.C.I. Banking Corporation L t d . Global Trust Bank Ltd | Nedungadi Bank Ltd. Ratnakar Bank Ltd. Sangali Bank Ltd. South Indian Bank Ltd. S.B.I. Commercial & Int.Bank Ltd. TamilNadu Mercantile Bank United Western BankLtd. Vysya Bank Ltd. |
| Scheduled Urban Co. Op. Banks: Abhyudaya Co.Op.Bank Ltd. Bassein Catholic Co.Op.Bank Ltd Bharat Co.Op.Bank Ltd Bombay Mercantile Co.Op.Bank Ltd Cosmos Co.Op.Bank Ltd Greater Mumbai Co.Op.Bank Ltd Maharashtra State Co.Op.Bank Ltd New India Bank Co Op bank Ltd Mumbai District Central Co.op. Bank Ltd. | JanataSahakari Bank Ltd.. North CanaraG.S.B.Co.Op.Bank Ltd. Rupee Co.Op.Bank Ltd Sangli Urban Co.Op. Bank Ltd. Saraswat Co.Op.Bank Ltd Shamrao Vithal Co.Op.Bank Ltd Citizen Co.Op. Bank Ltd. Mahanagar Co.Op.Bank Ltd. YES Bank Ltd. |

| | |
|---|---|
| <p>Foreign Banks ABM AMRO (N.Y.) Bank American Express Bank Ltd. ANZ Grindlays Bank Bank of America. Bank of Tokyo Ltd. Bank Indosuez</p> | <p>BarclaysBank Citibank Mitsui Taiyokobe Bank Ltd. Standard Chartered Bank Cho Hun gBank Hong Kong& Shanghai Banking Corporation. Bank National deParis.</p> |
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SECTION 14

APPENDIX

FORM OF TENDER

To,

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

Subject : Proposal for consultancy services for –

Sir,

Having examined the proposal documents including addenda, we hereby enclose our technical proposal for the work of at sum as quoted in “Bill of Quantities”

We agree to keep our offer open for a period of 180 days from the date of opening of technical proposal.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Signature Designation

For & on behalf

Date:

Place:

CONTRACT AGREEMENT FORM

CONTRACT-

Date:

This Contract Agreement made and entered into at Mumbai this ____ day of ____ Two Thousand _____ BETWEEN the Municipal Corporation of Greater Mumbai, a body corporate having perpetual succession and a common seat constituted by the Mumbai Municipal Corporation Act, No.111 of 1888, hereinafter referred to as "the M.C.G.M." (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor or successors, administrator and assigns) represented by----- the Deputy Municipal Commissioner (Special Engineering), hereinafter referred to as "the Deputy Municipal Commissioner" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the successor or successors for the time being holding the office of the Deputy Municipal Commissioner) of the First Part AND ----- a Company incorporated under Companies Act, 1956, having its registered office at -----, hereinafter referred to as "the Consultant", (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor or successors and assigns) of the Second Part.

WHEREAS the Municipal Commissioner for Greater Mumbai has interlaid deputed under Section 56 as enumerated in Chapter II of the Mumbai Municipal Corporation Act, 1888 his powers to the Deputy Municipal Commissioner.

AND WHEREAS on behalf of the M.C.G.M., and the Municipal Commissioner for Greater Mumbai, the office of the had invited tenders for **“Consultancy services for Demarcation of land boundaries, Cadastral Survey and Joint measurement Survey, Collection of revenue/land records and allied works for Powai lake and surrounding areas”**

AND WHEREAS on evaluation of the bids received in the matter of the execution of the contract work of the Municipal Administration had recommended the bid submitted by the Consultant for approval of the Standing Committee of the M.C.G.M. for award of the contract work.

AND WHEREAS the Standing Committee of the M.C.G.M. has approved the proposal of the Municipal Administration for awarding the above mentioned contract

work to the Consultant vide Resolution bearing S.C.R. No.-- - of ----- at the contract agreement cost of ₹-----/(Rupees ----- Only) , inclusive of physical contingencies & cost contingencies, subject to the Consultant agreeing to comply with the terms and conditions hereinafter appearing which the Consultant has agreed to comply.

AND WHEREAS, the Consultant having agreed to comply with the terms and conditions hereinafter appearing is desirous of recording the same subject to compliance of which the contract work as aforesaid has been agreed to be granted by the M.C.G.M. to the Consultant.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The parties hereto agree and declare that the recitals hereinbefore enumerated shall be deemed to form part and parcel of the terms and conditions of this Agreement.
2. The Deputy Municipal Commissioner for and on behalf of the M.C.G.M. hereby awards unto the Consultant the contract work of “Consultancy services for Demarcation of land boundaries, Cadastral Survey and Joint measurement Survey, Collection of revenue/land records and allied works for Powai lake and surrounding areas” on the terms and conditions appearing hereinafter.
3. The Consultant hereby agrees to undertake the consultancy work for “Consultancy services for Demarcation of land boundaries, Cadastral Survey and Joint measurement Survey, Collection of revenue/land records and allied works for Powai lake and surrounding areas” in accordance with and on the terms and conditions as contained in the documents hereinafter mentioned and on the terms and conditions hereinafter appearing.
4. The following documents are and shall be deemed to form part and parcel of this Agreement and shall be read and construed as being part of this Agreement as if they were incorporated in this Agreement namely:-
 - a) Contract Agreement Form.
 - b) Addendum Nos. -----
 - c) Corrigendum Nos. -----
 - d) Tender Document.
 - a) Notification of Award & Work Order
 - g) Letters -----
 - h) Replies-----

i) The Bid submitted by the Consultant.

5. In consideration of the payment to be made by the MCGM to the Consultant as here in after mentioned the Consultant hereby covenants with the MCGM to undertake the contract work of in conformity in all respects with the terms and conditions contained in the herein above referred documents and on the terms and conditions herein contained.

6. The MCGM covenants to pay to the Consultant in consideration of the contract work undertaken by the Consultant the contract price of ₹-----/- (Rupees ----- Only), inclusive of physical contingencies, at which the contract agreement cost comes to ₹.....(Rupees.....) inclusive of physical contingencies & cost contingencies over the quoted price of the consultant, at the times and in the manner prescribed by and as enumerated in the hereinabove referred documents which are deemed to form part of this Agreement.

7. The Stamp Duty, the Registration Charges and other incidental charges of this Contract Agreement shall be borne and paid by the Consultant.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS AND SEAL THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

THE COMMON SEAL OF THE)
Municipal Corporation of Greater Mumbai)
hereto affixed)

in the presence of)

1.)

2.)

Two members of the Standing Committee)
who have affixed their respective)

Signature in token thereof)
in the presence of)

MUNICIPAL SECRETARY)

SIGNED, SEALED AND DELIVERED)

By the within named)

Shri. -----)

Deputy Municipal Commissioner)

(Special Engineering) for and on behalf of)

the Municipal Corporation of Greater Mumbai)

in the presence of ...)

1)

2)

THE COMMON SEAL OF)

M/s. -----)

has been hereunto affixed pursuant to)

Resolution of Board of Directors

meeting dated _____)

in the presence of)

1.)

2.)

The Directors of the Company)

In the presence of)

1.)

2

DATED THIS DAY OF 20__

Municipal Corporation of Greater Mumbai

AND

Shri. - -----
Law Officer
Municipal Corporation of
Greater Mumbai
Fort, Mumbai 400001.

and will not provide to any bidder any confidential / additional information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.

- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the MCGM with full and verifiable facts and the same is prima facie found to be correct by the Municipal Corporation of Greater Mumbai, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the MCGM and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MCGM the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / CONSULTANT

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders 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 MCGM person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it 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 MCGM for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with MCGM.
- 2.4 The Bidders / Consultant will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders/ Consultant will not commit any offence under relevant Anti-corruption Laws of India. Further, the Bidders will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by M.C.G.M. as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.
- 2.6 The Bidders / Consultant of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian Bidders shall disclose their foreign principals or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the M.C.G.M.
- 2.8 The Bidder will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with M.C.G.M.
- 2.9 The Bidder will promptly inform the Independent External Monitor (of M.C.G.M.) if he receives demand for a bribe or illegal payment / benefit and If the comes to know of any unethical or illegal practice in M.C.G.M.
- 2.10 The Bidders / Consultant will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.

- 2.11 The Bidders / Consultant shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the M.C.G.M. or his relatives.
- 2.12 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.
- 2.13 The Bidders / Consultant will undertake to demand from all sub consultant a commitment in conformity with this Integrity Pact.
- 2.14 The bidders / Consultant will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3. PREVIOUS TRANSGRESSION

- 3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any other company in any country or with Public Sector Enterprises in India in respect of any corrupt practices envisaged hereunder that could justify BIDDER's exclusion from the tender process.
- 3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

If the Bidders/ Consultant or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the M.C.G.M. is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required.

- 4.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the M.C.G.M. and M.C.G.M. shall not be required to assign any reasons therefore.
- 4.3 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.4 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.
- 4.5 If any outstanding payment is due to the Bidder from M.C.G.M. in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.6 To encash any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by M.C.G.M. along with interest.

- 4.7 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the M.C.G.M. resulting from such cancellation / rescission and the M.C.G.M. shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.8 Forfeiture of Performance Bond in case of a decision by the M.C.G.M. to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.9 The decision of M.C.G.M. to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.10 The Bidder accepts and undertakes to respect and uphold the absolute right of M.C.G.M. to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.11 To debar the Bidders/ Consultant from participating in future bidding process of M.C.G.M. for a minimum period of three years.
- 4.12 Any other action as decided by Municipal Commissioner based on the recommendation by Independent External Monitors (IEMs).

5. FALL CLAUSE

- 5.1 The Bidder undertakes that it has not supplied similar products / systems or subsystems in the past six months in the Maharashtra State for quantity variation upto -50% or +10%, at a price lower than that offered in the present bid in respect of any other Ministry / Department of the government of India or PSU or MCGM and if it is found at any stage that similar products / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU or MCGM at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the MCGM, if the contract has already been concluded, else it will be recovered from any outstanding payment due to the bidder from MCGM.

6. EXTERNAL INDEPENDENT MONITOR / MONITORS

- 6.1 The M.C.G.M. appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Agreement.
- 6.2 The Monitor is not subject to instructions by the representatives of parties and perform his functions neutrally and independently and report to the Municipal Commissioner / concerned Additional Municipal Commissioner.
- 6.3 Both the parties accept that the IEM has the right to access without restriction, to all documentation relating to the project / procurement, including minutes of meetings.
- 6.4 The Bidder shall grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub consultant.
- 6.5 The IEM is under contractual obligation to treat, the information and documents of the Bidder / Consultant / sub-consultant, with confidentiality.

- 6.6 The MCGM will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.7 As soon as the IEM notices, or believes to notice, a violation of this Agreement, he will so inform the Additional Municipal Commissioner. The IEM can in this regard submit non-binding recommendations. If Additional Municipal Commissioner has not, within a reasonable time, taken visible action to proceed against such offence, the IEM may inform directly to the Municipal Commissioner.
- 6.8 The IEM will submit a written report to the Municipal Commissioner / Additional Municipal Commissioner within 8 to 10 weeks from the date of service of intimation to him by M.C.G.M./ Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 6.9 The word "IEM" would include both singular and plural.
- 6.10 Both the parties accept, that the recommendation of IEM would be in the nature of advice and would not be legally binding. The decision of Municipal Commissioner in any matter / complain will be the final decision.

7. VALIDITY OF THE PACT

- 7.1 The validity of this Integrity Pact shall be from the date of its signing and extend upto two years or the successful execution of the contract to the satisfaction of both the M.C.G.M. and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 7.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the Municipal Commissioner / Additional Municipal Commissioner of the M.C.G.M.

8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the MCGM or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. MISCELLANEOUS

- 9.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the M.C.G.M. i.e. Mumbai and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 9.2 If the Consultant is a partnership or a consortium, this Agreement must be signed by all partners or consortium members.
- 9.3 Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

10. The Parties hereby sign this Integrity Pact at -----on-----

| | |
|------------------------|---------------------------------|
| MCGM | BIDDER/SELLER |
| Signature | ----- |
| Name of officer | ----- |
| Designation | ----- |
| Name of Company | ----- |
| Address | ----- |
| | ----- |
| Dated | ----- |
| WITNESS-1(MCGM) | Witness-1(BIDDER/SELLER) |
| Signature | ----- |
| Name of officer | ----- |
| Designation | ----- |
| Name of Company | ----- |
| Address | ----- |
| | ----- |
| Dated | ----- |
| ----- | |

PROFORMA - B

(On Rs. 500/- Stamp Paper)

DECLARATION CUM INDEMNITY BOND

I, _____ of _____, do hereby declared and undertake as under.

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

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

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

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

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

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

Signature of Tenderer/Bidder

PROFORMA C

(on Rs.500/- Stamp paper)

Irrevocable Undertaking

I Shri/Smt aged,
.....years Indian inhabitant Proprietor/Partner/Director of
M/s.....

resident atdo hereby give Irrevocable
Undertaking as under:

1) I say & undertake that as specified in section 171 of F, any reduction in rate of tax on supply of Goods or services or the benefit of input tax credit shall be mandatorily passed on to MCGM by way of commensurate reduction in prices.

2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MCGM shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.

3) I say that above said irrevocable undertaking is binding upon me/ my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.

4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment of both as per the provisions of GST Act.

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

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me

PROFORMA - D

(On Rs 500/- Stamp Paper)

Format for Undertaking

I/We _____ (Full name in Capital letters, starting with surname), the
_____ (Proprietor/Managing Partner/ Managing Director/ Holder) of the
_____ (Business /Manufacturer /Authorised Dealer) for the -
_____ (Establishment/firm/registered)company, named herein below, do
hereby undertake that we have offered the best prices for the subject supply/work as per the
present market rates and that we have not offered less prices for the subject supply/work to
any other outside agencies including Govt/semi Govt. Agencies and within MCGM also.
Further, we have filled in the accompanying tender with full knowledge of the above liabilities
and therefore we will not raise any objection or dispute 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 behalf in this tender.

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 us/me in this tender is false
or incorrect, I/We 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 on any ground whatsoever, I/We agree and undertake that I/We shall
not claim in such case any amount, by way of damages or compensation for cancellation of the
contract given to me/us or any work assigned to me/us is withdrawn by the Corporation.

Authorised Signatory

Date:

Name and Address of Bidders

Seal of the Consultant

ANNEXURE " A "

Name of work : Consultancy services for Demarcation of land boundaries, Cadastral Survey and Joint measurement Survey, Collection of revenue/land records and allied works for Powai lake and surrounding areas.

- 1) The Engineer for this work: Chief Engineer (Water Supply Projects)
Dy. Ch. Eng.(WSP) MV I
Exe. Eng. (WSP) P&D

2) Estimated cost of Tender:

| Sr. No. | Description of work | Total Amount Rs. |
|---------|--|------------------|
| 1 | Consultancy services for Demarcation of land boundaries, Cadastral Survey and Joint measurement Survey, Collection of revenue/land records and allied works for Powai lake and surrounding areas | Rs 2,45,67821/- |
| | Total Amount | Rs 2,45,67821/- |

3) Earnest Money Deposit:

| | |
|---|----------------|
| Earnest Money(1% of the Estimated cost) | Rs. 2,46,000/- |
|---|----------------|

- 4) Time Period: - 4 Months (including Monsoon)

5. Percentage to be charged as supervision charges for the work got executed through other means 10% percent.

The "Actual cost of the work" shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor's percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided in price variation clause as amended up to date.

1. In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

2. In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

Authorised Signatory

Date:

Name and Address of Bidders

Seal of the Consultant

Annexure- B

PRE-CONTRACT INTEGRITY ACT

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:

10. “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 ;
11. “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;
12. “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
13. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Signature of Tenderer/Bidder

Annexure- C
Rate Analysis (Tentative format)
Item Description

| Sr.No. | Description of rate analysis parameters | Unit | Quantity | Rate | Amount |
|--------|--|------|---------------------|------|--------|
| 1 | Basic Material (Rate should be inclusive of all taxes) | | | | |
| | | | | | |
| 2 | Machinery Hire Charges | | | | |
| | | | | | |
| 3 | Labour Type | | (labour components) | | |
| | | | | | |
| 4 | Total of all components | | | | |
| | | | | | |
| 5 | Overhead & Proffit 15% on 4 | | | | |
| | | | | | |
| 6 | Total Rate (4+5) | | | | |
| | | | | | |
| 7 | Per unit rate | | | | |

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

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

THIS INDENTURE made this _____ day of _____ BETWEEN

THE _____ BANK, the Banking Corporation constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 the Banking Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns)of the first part _____ inhabitants carrying on business at _____ in Mumbai under the style and name of Messer's _____ (hereinafter referred to as 'the consultant') of the second part Shri. _____

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the commissioner' which expression shall be deemed, also to include his successor or successors for the time being in the said office of Municipal Commissioner) of the third part and THE MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as 'the Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner tender for the execution of the work of " _____ and the terms of such tender /contract require that the consultants shall deposit with the Commissioner as/contract deposit/ earnest money and /or the security a sum of Rs. _____ (Rupees _____)AND WHEREAS if and when any such tender is accepted by the Commissioner, the contract to be entered into in furtherance thereof by the consultants will provide that such deposit shall remain with and be appropriated by the Commissioner towards the Security -deposit to be taken under the contract and be redeemable by the consultants, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Commissioner to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Commissioner the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW THIS AGRREMENT WITNESSES that in consideration of the premises, the Bank at the request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to the commissioner upon demand in writing , whenever required by him , from time to time , so to do ,a sum not exceeding in the whole Rs. _____ (Rupees _____)under the terms of the said tender

and /or the contract .The B.G. Is valid upto _____”Notwithstanding anything what has been

stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee shall remain in force upto _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS (1) _____

Name and _____

address _____

WITNESS (2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer’s _____

_____ (Name of the Bank)

WITNESS (1) _____

Name and _____

address _____

WITNESS (2) _____

Name and _____

For Messer’s _____

Address _____

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

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

SCHEDULES

SCHEDULE-A

The list of completed works -

| Name of the Project | Name of the Employer | Cost of the Project | Date of issue of work Order | Stipulated Date of Completion | Actual Date of Completion | Actual cost of work done | Remarks explaining reasons for delay, if any |
|---------------------|----------------------|---------------------|-----------------------------|-------------------------------|---------------------------|--------------------------|--|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Note: Scanned Attested copies of completion/performance certificates for each work should be uploaded in support of information furnished in the above schedule.

SCHEDULE-B

Details of Existing Commitments

| Description of work | Place | Contract No. & Date | Name & Address of employer | Value of Contract in ₹ | Scheduled date of completion | Value of work remaining to be completed | Anticipated Date of completion |
|---------------------|-------|---------------------|----------------------------|------------------------|------------------------------|---|--------------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

SCHEDULE-C

Financial Turnover

| Sr.No. | Financial year | Annual Turnover | Average of last 5 years |
|--------|----------------|-----------------|-------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

NOTE: The above figures shall tally with the audited Profit & Loss statements uploaded by the tenderers duly certified by Chartered Accountant.

SCHEDULE-D

Bio data of Proposed Key Personnel

| Sr. No. | Post | Name | Qualification | Work Experience | |
|---------|------|------|---------------|-----------------|------------------|
| | | | | No. of Years | Name of Projects |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |

NOTE: Scanned copies of bio-data of above personnel shall be uploaded.

SECTION 15
SPECIAL DIRECTIONS TO
TENDERERS

Special Directions to Tenderers

1.

- a) Firms with common proprietor / partner are connected with one another either financially or as master and servant or with proprietor / partner closely related to each other such as husband, wife, father / mother and minor son / daughter and brother / sister and minor brother / sister, shall not tender separately under different name for the same contract.
- b) If it is found that firms as described in clause 6.1 have tendered separately under different names for the same contract all such tenders shall stand rejected and tender deposit of each such firm / establishments shall be forfeited. In addition, such firms / establishments shall be liable, at the discretion of the Municipal Commissioner, for further penal action including blacklisting.
- c) If it is found that closely related persons as in clause 6.1 have submitted separate tenders under different names of firms, establishment but with common address for such establishment / firms and / or if such establishment firms though they have different address, are managed or governed by the same person / persons jointly or severally such tender shall be liable for action as in clause 6.2 including similar action against firms / establishment concerned.
- d) If after award of contract, it is found that the accepted tenderer violates any of the clauses, 6.1, 6.2, 6.3 the contract shall be liable for cancellation at any time during its currency in addition to penal action against the contractors as well as related firms / establishments.
- e) Tenderers should note in addition to the official address, they should furnish private residential address, mobile nos., email ids of the partners. Any fault in this respect may justify the rejection of Tender.
- f) In the event of tender being accepted, full amounts of contract deposit must be paid and contract must be signed by all the partners of the firm and if one or more partners be not available for the purpose, signatory must produce a Power of Attorney must be registered in the office of C.A (Finance) / C.A (Treasury) /C.A (WSSD).
- g) In the case of a Joint Stock Company, the contract must be sealed with the seal of the company in the presence of and signed by the two Directors or by a person duly authorized to sign the contract for the Company by a power of attorney, such power being sealed and signed as aforesaid. All such power of attorney must be registered in the Municipal Office.
- h) Tenderers must distinctly understand:
 - i. That they will be strictly required to conform to the conditions of this contract as contained in each of its clauses and that the plea of "custom prevailing" will not on any account be admitted as an excuse on their part for infringement of any of the conditions.
 - ii That no alternation or interpolation will be allowed to be made in any of the terms and conditions of this contract or in the Specification of in the Schedule, and that if any such alteration or interpolation be made by a Tenderer, his tender will, at the option of the Municipal commissioner, either be rejected or to be treated as if no such alteration or interpolation has been made.
 - iii That the full contract deposit must be paid within the time specified and the contract must be executed within the stipulated time frame by the successful tenderer.
 - iv That a postponement of the payment of the full contract deposit or the execution of the contract will not be permitted by reason of the Corporation having in possession other deposits on ac-

count of other tenders or contracts, which deposit may be or become returnable to the tenderers and which they may wish to transfer as a deposit under this contract. Such transfers will not under any circumstances be permitted.

- i) Tenderers shall note that if the conditions of G.C.C. are in variance with the conditions contained in the tender document the conditions of the tender document shall prevail.

2. SITE INSPECTION

Prior to submitting and uploading e-tender for the work the tenderer should visit and examine at the site of works and its surroundings at his own expense and obtain and ascertain for himself, on his own responsibility & risk all information, technical data etc. that may be necessary for preparing his bid and entering into a contract including, inter-alia, the actual conditions regarding the nature and conditions of site, availability of materials, labour, probable sites for Chowky/stores etc. and the extent of lead and lift required for the execution of the work over the entire duration of the contract, after taking into consideration local conditions, traffic restrictions, obstructions in work, if any allow all such extra expenses that are likely to be incurred due to any such conditions, restrictions, obstructions etc. in the quoted contract price for the work. They shall obtain further clarification, if any, on any specific issue from the Deputy Chief Engineer (WSP) CC / E.E. (WSP) P&D, the offices of whom are situated at Municipal Corporation Engineering Hub Bldg. 1st Floor, Dr. E. Moses Road, Worli Naka, Worli, Mumbai – 400 018 before submitting the tender. Tenderers/Contractors should note and study the condition related to site constraints and its impact.

3. MODIFICATIONS IN TENDER DOCUMENT

If M.C.G.M considers it is necessary to carry out any modifications, in the tender documents and extend the closing date of the tender the same shall be made by an addendum. Copy of addendum will be uploaded on M.C.G.M.'s portal. Each addendum shall be signed by the tenderer(s) and scanned copy of the same should be uploaded in Packet 'B'. The tenderer(s) shall not add or amend the text of any documents contained in tender document.

4. TAXES AND DUTIES ON MATERIAL

All taxes, duties, cess and charges such as GST / Custom duty etc. and other duties on the transfer of property in goods involved in the execution of work contracts (re-enacted) Act 1989, Maharashtra State Building & Other Construction Workers Welfare Cess (G.R.No BCA 2009 / C.N/108/ /Labour7-A dated 17.06.10) shall be borne by the tenderer. The tenderer shall not be reimbursed the taxes, duties, cess and charges whether now in force or that may be brought in force. Tenderer should submit necessary receipts to the dept. in respect of material brought by him from supplier outside Mumbai limit.

Whenever required the tenderer will have to produce a certificate from the Chief Accountant of this Corporation to the effect that the tenderer is not in arrears against his personal account. "All charges on account of all Custom Duties, Import Duties, Excise Duties, Business, Income Taxes, Terminal, GST, Turnover and other taxes etc. on material, equipment supplies to be

used or services to be performed under the contract obtained for the work from any sources as amended up to date shall be borne by the contractor, as per the General Condition of Contract under Taxation Clause and Tender Conditions.

However, as per the prevailing tax policies of State/Central Government if M.C.G.M. is eligible for getting exemption from excise and other duties or any other taxes payable on any of the material, equipment supplies to be procured or services to be performed for execution of the tender work, then M.C.G.M. will issue work specific Exemption Certificate to the concerned authority for availing the same. Exemption Certificate issued, shall not be misused. If found misused anywhere, then action as deemed fit including blacklisting of the contractor from M.C.G.M. will be taken.

The tenderer should also note that the execution of work should not be delayed for want of exemption certificate. Any taxes and duties paid until issue of exemption certificate will not be reimbursed. The tenderer should note this and quote accordingly.”

As per circular no. CA(F)/Project/City/8 dated 14.07.2017, the GST bill came into force from July-2017, therefore the bidder/tenderer will take cognizance of the same while quoting the rate of bid / tender.

5. SOLVENCY CERTIFICATE

Tenderer(s) shall upload a scanned copy of latest solvency certificate issued maximum 6 (six) months prior to due date of tender (Last date of submission of bid) for required amount as governed by Registration Rules-2016 in force for respective Class of Contractor for Civil works (if applicable). Valid Bank Solvency certificate of minimum Rs. 30,00,000/- (Thirty lacs only). Latest solvency certificate shall be submitted in physical format if the tender is awarded to bidder. __

6. AWARD OF CONTRACT

Notification of award by way of work order prior to the tender validity period will be issued in writing to successful tenderer. The contract will be awarded to the best responsive tenderer(s) offering the lowest evaluated tender in conformity with the tender document. Corporation reserves right to accept/reject any or all tenders and to annul the tendering process at any time prior to award of contract.

Prior to the expiry of the Tender validity, the Corporation will notify the successful tenderer(s) by a letter that his tender has been accepted, if required. This letter herein after and in condition of contract called “The Letter of the Acceptance”. Notification of Award will constitute the information of contract.

- 1) The contract period shall be as mentioned in the tender notice. The period required for mobilization, procurement of material, traffic permission, other required permissions, erection of site office etc. complete shall be reckoned from the date of issue of work order.
- 2) The tender shall have to start & simultaneously carry out the works included in the tender at multiple locations or as directed by the engineer.

- 3) All precautionary/preventive and safety measures shall be taken to avoid any mishaps/accidents with utilities, labours and public. Any damage to utilities and consequences thereof shall be made good by the tenderer at his own risk and cost as directed by the authority/M.C.G.M.
- 4) The subject tender water work is proposed on most busy road in Mumbai. There will be remote chances to get full closure of road. Intending tenderers have to carry out the work in phase wise manner by allowing moving heavy vehicular traffic nearby and abutting to existing concrete road, Bridge foundation & substructure, infrastructure of existing utility and infrastructure if any and safeguarding of the same shall be entirely tenderer's responsibility. All precautionary/preventive and safety measures shall be taken to avoid any caving underneath the pavement, side collapse & mishaps/accidents thereof. No extra claim will be entertained on this account. Any damage & consequences thereof shall be made good by the tenderer at his own risk and cost as directed by the authority/M.C.G.M.
- 5) The tenderer should note that he has to provide adequate barricading if required/ as directed during the various activities concern till the completion of the work as per MCGM circular u/no. MGC-F-6342 dtd. 05.05.2018.
- 6) Tenderer shall have to obtain all the permissions of the concerned authorities required for carrying out the work. Only recommendatory letters will be issued by the M.C.G.M.
- 7) The intending tenderer should note that no payment will be made for structural or any kind of barricading , any kind of dewatering, removal of surplus earth, copper content of mild steel item and supply of electricity and water
- 8) Methodology of work safety manual and quality assurance plan shall be submitted before commencement of work.
- 9) The contractor shall maintain copy of the following registers during execution of work as applicable and it is mandatory to provide Laptops / Desktops to the Site Engineers for the same. The List of Registers / Records / Files etc to be maintained is as under:

| List of Registers | |
|-------------------|--|
| Register Code | Name of Register |
| 1. | Correspondence file |
| 2. | utility remarks file |
| 3. | File containing drawings |
| 4. | Daily Progress Register |
| 5. | Instruction Register |
| 6 | Penalty Register |
| 7 | Level Book |
| 8. | Material Testing Result file |
| 9. | Photograph file |
| 10. | Cube registers (M 10, M15,M20, M35/M40 |
| 11. | Consultant's site staff attendance register |
| 12. | Demolition Record Register |
| 13. | Any other register as directed by Engineer- in-Charge. |

- 10) **IDLE CHARGES:** No idle charges will be entertained on any of the grounds.
- 11) The Municipal Corporation of Greater Mumbai (MCGM) shall not be responsible for any delay that may be caused due to unforeseen circumstances and no compensation on this account will be paid.
- 12) The MCGM shall not be liable to the contractor for damages/ losses/delays resulting from work by

third parties/by injunction/other restraining orders obtained by third parties.

- 13) The work shall be carried out as per items given in BOQ and under strict supervision of Consultant / MCGM /outside agency, as applicable. The contractor will extend all help in carrying out any survey; tests etc. as directed by the consultant and adverse results/decisions thereof, including rectification shall be carried out by the contractors at his costs. The drawings attached with the bidding documents are for the purpose of bid only, giving the bidder a general idea of the nature and extent of the works to be executed. The percentage quoted by the bidders shall be deemed to be for the execution of works taking into account the design aspect of the items and in accordance with the Construction Drawings to be supplied to the Contractor during execution of the works.
- 14) The decision of the Engineer-in-charge shall be final and conclusive and binding to all parties to the contract upon all questions relating to the meaning of specifications, designs, drawings and instructions herewith before mentioned and as to the quality of workmanship/materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of contract design, drawings, specifications, estimates, instructions, orders concerning the work of the execution whether arising during the progress of the work or after completion of the work or under any other circumstances.
- 15) No additional charges towards de-watering/ cofferdam will be paid for whatsoever reason.
- 16) The contractor shall make all arrangements for the installation, operation, maintenance and subsequent removal of temporary supplies of electricity for the lighting and ventilation of all offices, stores, laboratories and other temporary buildings used by him and the Engineer as well as any supplies the Contractor may require in connection with the construction of works.

The Contractor shall have to make their own arrangements at their own cost for procuring power supply for the work with the concerned Electric Supply Company. If required, Corporation will give necessary recommendation to the concerned authorities for obtaining power and making payments for the same shall be absolutely Contractor's responsibility.

Electrification works shall be carried out through approved registered licensed Electrical Contractors as specified and directed by the Engineer. It will be liability of the Contractor to submit Test Report for electrical installations carried out by them as required by electricity authority and get the meters connected through them.

In addition to this, the Contractor must arrange his own Generators, Invertors etc. for continuous electric power supply on works wherever necessary, at their own risk and cost. Inverters / Generators should have capacity to take full electrical load of computer operation, 2 tube lights and 2 fans along with special loop wiring in the Engineers Office.

No separate payment shall be made for items covered in this Clause.

- 17) The Contractor shall mobilise his plant, machinery, labour etc. to suit the actual execution of work. Idle charges on account of idling of plant and machinery, labour etc. for any reason will not be paid for. The Contractor shall take this into account while quoting for the work. If the date of completion of work is extended beyond contract period due to direction of Engineer, then idle charges on

account of idling of plant and machinery may be considered on merits except Sundays and Public Holidays and decision of the Engineer shall be final and binding on the Contractor. However, if the date of completion of work is extended beyond contract period due to lapses of the Contractor, then idle charges on account of plant and machinery shall not be considered.

- 18) All refundable money such as Contract Deposit, Retention Money and Bank Guarantee for Performance Guarantee will be released only after completion of the time period and subsequent DLP thereon as per tender condition.
- 19) The Tenderer/bidder should visit site before the bidding process and study all site constraints prior to submission of bid. It is deemed accepted that bidder has visited site and is fully acquainted with all local site conditions and constraints to execute the works as per specifications.
- 20) Successful tenderer, therefore, will have to furnish information as regards the name and complete address of his bank, its branch and the bank A/C No. and Vendor Regn. form etc. along with tender document. They will have also to submit fresh information when there is any change in this regard.
- 21) Contractor shall carry out the work as per drawings and specifications and shall be responsible for the quality and quantity of the work executed.
- 22) It is to mention here that, duplication of work is not to be measured and paid for.
- 23) If the works are not carried out as per specification, rebate as applicable will be effected.

SECTION 16

CIRCULARS

SECTION 17
TENDER DRAWINGS