

# **MUNICIPAL CORPORATION OF GREATER MUMBAI**

## **HYDRAULIC ENGINEER'S DEPARTMENT**



### **Appointment of Agency for carrying out the Environment Assessment of Powai Lake**

**Department of**

**Hydraulic Engineer**

**(HYDRAULIC ENGINEER'S DEPARTMENT)**

**MUNICIPAL CORPORATION OF GREATER MUMBAI,**

**1<sup>ST</sup>FLOOR, MCGM WORLI ENGINEERING HUB OFFICE,**

**WORLI, MUMBAI - 400018**

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**HYDRAULIC ENGINEER'S DEPARTMENT**

**Subject: Appointment of Agency for carrying out the Environment Assessment of Powai Lake**

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## **HEADER DATA**

Name of Organization	Municipal Corporation of Greater Mumbai
Department	Hydraulic Engineering Department
Tender Document No	7200026850
Subject	Appointment of Agency for carrying out the Environment Assessment of Powai lake.
Cost of E-Tender	11092/- (Rs. 9400+ 18 % GST (9.0% CGST +9.0% SGST)).
Bid Security Deposit/ EMD	Rs. 72,000 /-
Date of issue and sale of tender	From 01.02.2022 at 1 pm to 22.02.2022 upto12.00pm
Last date & Time for sale of tender	22.02.2022 up to 12.00 pm
Submission of Packet A, B & Packet C (Online)	22.02.2022 up to 04.00 pm
Pre Bid Meeting	14.02.2022 at 03.00 pm in conference room of Hydraulic Engineer, Municipal Engineering Hub Building, First Floor, Dr. E. Mozes Road, Worli, Mumbai-400018
Opening of Packet, A	23.02.2022 after 04.00 pm.
Opening of Packet B	23.02.2022 after 04.15 pm.
Opening of Packet C	28.02.2022 after 3.00 pm.
Address for communication	Office of- Municipal Corporation Greater Mumbai. Executive Engineer Water Works (Const.) ES, Ghatkopar Yard, office, Kama Lane, Ghatkopar West, Mumbai. -86.
Contact Officer	Shri F K Kshirsagar – Ex.Engg Water Works (Const.) E. S.
Telephone (Office)	022-25132639
Mobile No.	9920426719
Email	<a href="mailto:eewwconstes.he@mcgm.gov.in">eewwconstes.he@mcgm.gov.in</a>
Web site	<a href="http://portal.mcgm.gov.in">http://portal.mcgm.gov.in</a>

Venue for opening of bid	Office of- Municipal Corporation of Greater Mumbai. Executive Engineer Water Works (Const.) ES, Ghatkopar Yard office, Kama Lane, Ghatkopar West, Mumbai.-86.
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This tender document is not transferable. The MCGM reserves the rights to accept any of the application or reject any or all the application received for above subject without assigning any reason thereof. Changes if any in the above scheduled dates will be published on MCGM portal only.

**Sd/-**  
**Hydraulic Engineer**

**SECTION – I – e -TENDER NOTICE**

## MUNICIPAL CORPORATION OF GREATER MUMBAI

### e-TENDER NOTICE

1. The Municipal Corporation of Greater Mumbai invites the online e-Tender for **‘Appointment of Agency for carrying out the Environment Assessment of Powai Lake .’**in three packets system on Quality Cum Cost Based Selection (QCBS) on 80:20 basis. The tender copy can be downloaded from MCGM portal (i.e. <https://portal.mcgm.gov.in> )
2. **Minimum Qualifying Criteria:**

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

The Consultancy firms shall be in existence for last 10 years. ‘(Authorized change in name & style shall be considered)’ and should be registered under Indian Companies Act, 1956. (Certificate of Incorporation and PAN Card must be furnished with technical proposal).

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

The Consultancy firms shall have an established office in MCGM area

#### **Financial Capabilities**

**F-1.**The consultancy firm (bidding entity) shall have annual average financial turnover of not less than Rs. 15 Crores for the last three financial years (2018-19 & 2019-20, 2020-21).

**AND**

**F-2.**The firm should be a profit making company in the last three. Financial years (2018-19 to 2020-21)

**AND**

**F-3.**The firm shall have a positive Net worth as on 31<sup>st</sup> March 2021

#### **Technical Capabilities**

Experience in Consultancy services in the last 5 years

**T-1.** The consultancy firm should have experience in providing consultancy services for Rejuvenation and / or Beautification of Lakes / Rivers / Water Bodies for a Government / Semi Government agency.

**AND**

**T-2.** The consultancy firm should have experience in mapping with UAS for a Government / Semi Government agency in Mumbai Region and should have licensed DGCA approved drones and operators on their payrolls

**AND**

**T-3.** Consultancy firms having experience in assisting premium institutions like IIT, NEERI etc. in similar kind of studies shall be preferred

**AND**

**T-4.** The consultancy firm should have GST registration and PAN

**AND**

**T-5.** The consultancy firm should have Ecologists, Urban Planners, Environmental Professionals, Forest Professionals etc. on their payrolls or should have firm tie up with such experts / professionals

3. The bidder shall upload copies of financial documents (Audited balance sheets) for last 3 financial years (2018-19 to 2020-21).

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

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

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

## Executive Engineer

Water Works (Construction) Eastern Suburb,

AEOC Water Works Yard,

L.B.S. Marg, Ghatkopar (W), Mumbai – 400086

4. All interested bidder, whether already registered or not registered in MCGM, are mandated to get registered with MCGM for e-tendering process, Login Credentials to participate in the online tendering process on the MCGM Portal (i.e. <https://portal.mcg.gov.in>)
5. For the registration, enrolment for digital signature certificate & user manual, Bidder may please refer to respective links provided in e-tendering tab on MCGM website. The Bidders can get digital signature from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA. MCGM has opened a help desk at the address mentioned above to help the tenderers in this regard.
6. e-Tender document price shall be paid through online payment gateway before downloading the tender documents. The e-Tender fee is not refundable.

The tender documents may be downloaded by clicking the links "Folder" in "MCGM Documents", which includes the tender documents along with other relevant documents.

**7. Submission of Tenders:** Bid No. 7200026850

Name of the Work	Earnest Money Deposit	e-Quotation / e-Tender Document Price per copy	Contract period
Appointment of Agency for carrying out the Environment Assessment of Powai Lake .	Rs. 72,000/-	Rs. 11,092/- (Rs.9,400 + 18.0% GST).	2 months inclusive of monsoon

8. Bidders are required to pay the above said EMD online. Payment by Bank cheque, Demand Draft or in any other form will not be accepted. The scanned

copy of receipt of online payment of E.M.D. shall be uploaded by the tenderer(s) in Packet 'A'

9. The e-Tenderer(s) should upload scanned digitally signed copy of the original registration certificate to get registered with MCGM for e-tendering process, login credentials to participate in the online tendering process before purchasing / uploading / Submitting the e-tender copy. The e-tenders duly filled in should be uploaded and submitted online on or before the end date of submission. The Packets A, B and C of the e-tenders will be opened in the office of Executive Engineer Water Works (Construction) Eastern Suburbas per the time-table shown in the Header Data. The dates and time for uploading the e-Tender & opening of the e-Tenders are as under:

Sale of e-Tender starts from	Last Date & Time of Sale	Last Date of e-Tender submission	Opening of packets of e-Tender		
			e-Packet'A'	e-Packet'B'	e-Packet'C'
01.02.2022 at 1 pm	22.02.2022 upto 12.00pm 15:00 Hrs	22.02.2022 up to 04.00 pm	23.02.2022 after 04.00 pm.	23.02.2022 after 04.15 pm.	28.02.2022 after 3.00 pm.

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

**Sd/-**

**Hydraulic Engineer**

**SECTION – II – SPECIAL INSTRUCTIONS TO BIDDERS for e-  
Tendering**

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

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

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

#### **I. Transfer from R3 (Registered Bidders with MCGM) to SRM**

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

#### **II. Online Self Registration (Temporary registration for bidders not registered with MCGM)**

- a) Vendor fills up Self Registration form via accessing MCGM portal.
  - b) Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
  - c) Accepted Vendor receives User ID creation email with Link on his supplied e-mail Id.
  - d) Vendor creates his User ID and Password for e-tendering application.
5. No manual offers sent by Post/Fax or in person shall be accepted against e-tenders even if these are submitted on the firm's letterhead and received in

time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.

6. Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the bid document as well as confirmation of the bid offered by the bidder which shall include acceptance of special directions/terms and conditions incorporated, if any.
7. All the documents and data submitted by bidder online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the bidders willing to participate in e-Tendering to procure digital signature certificate of class-2/class-3 and 'Company' Type.
8. Digital Signature Certificates: Bidders can procure digital signature certificate from any of the certifying authorities (CA) in India.
9. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
10. In order to participate in an e-Tender, the registered bidders need to follow the steps given below.
  - a) Open the e-Tendering application by clicking the link available in 'e-Tendering' section of MCGM Portal.
  - b) Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Please note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.
  - c) Login to the application with your credentials and follow the instructions given in the document 'User Manual for Vendors–Bidding Process' which is available in the 'e-Procurement' section of MCGM Portal.
  - d) Make payment of tender fee online and the same can be done by accessing 'Pay Tender Fees' option. By this one will be able to pay Tender fee through Payment Gateway. If the transaction is successful, the bidder can register his interest to participate. Without Registration one cannot quote for the Bid/Tender. Download all the documents by clicking the links Folder "MCGM's Documents", which includes the bid documents along with other relevant information documents.
  - e) Pay EMD as per the instructions given in the Tender Notice and/or Bid Document and scan & upload the receipt of online payment of E.M.D.

- f) Upload the tender (bid) documents as specified in the Sr. No. 13 below of this document, in the same folder named "Bidder's Documents". System will prompt for digital signature certificate while uploading these documents.
  - g) The bidder shall download the technical schedules, tender form, deviation schedule & other documents where the information is to be filled in, take out the print, fill up the required information and sign, scan the schedules and upload the same in the folder named "Bidder's Documents".
  - h) Download all the documents uploaded by bidder to verify/ensure that the documents are uploaded properly.
  - i) Submit the Commercial bid (Packet C) by filling in the values on the screen. All the inputs given on this screen need to be digitally signed and saved.
  - j) The technical bid (Packet B) and commercial bid (Packet C) shall be submitted online on and before the date and time mentioned for submission of bids. If not uploaded, the bidder will be disqualified from the bidding process.
  - k) The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version. Bid creator (MCGM) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.
  - l) Ensure that your bid is submitted by verifying the 'Bid Status' of the bid in the initial bids listing screen as 'Bid submitted'.
- 11.** Bidders are requested to submit and upload the e-tenders in time on or before the stipulated day so as to avoid rush at the closing hours. MCGM will not be responsible for poor connectivity of network/internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator (MCGM) within stipulated time limit, MCGM shall not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by Bidders or sent to Bidders, if not received or bounced back at the receiving end due to any problem in server or connectivity, MCGM shall not be held responsible. Intimations about any additional documents will be informed to Bidders by e-mail on their mail ID. The bidders should also send information in reply e-mail followed by hard copy to respective office where the bid is being scrutinized. In case of any difficulties faced while uploading data by the bidder in online process, it should be referred to e-mail ID's given on MCGM Portal, under e-tendering tab.

12. It is the responsibility of the bidders to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Bidders should scan all the documents before uploading the same.
13. Following documents shall be uploaded by the bidders in the folder named "Bidders Documents" in the online e-Tender.
- (I) The **e-Packet 'A'** shall contain the following-
- 1) Scanned copy of receipt of online payment of the E.M.D
  - 2) Scanned copy of Valid Registration Certificate (Company Registration)
  - 3) In case of Indian bidders scanned copy of GST Registration Certificate is mandatory.
  - 4) In case of Indian bidders scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
  - 5) Scanned copy of latest Partnership Deed, in case of Partnership firms.
  - 6) Scanned copy of Power of Attorney, wherever applicable.
  - 7) Valid e-Mail ID's of the bidders.
  - 8) Scanned copy of ISO-9001-2015 Certification
- (II) The **e-Packet "B"** shall contain the copies of following documents – Complete Technical Proposals- Standard Forms as per Section VI.

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

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

**Note:**

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

**(III) The Online-Packet 'C' –**

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

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

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

NOTE: This e -Tendering process is covered under Information Technology ACT & Cyber Laws as applicable. In e-tendering process some of the terms

and its definitions are to be read as under wherever it reflects in online e  
-Tendering process.

Start Date read as "Sale Date"

End Date read as "Submission Date"

Supplier read as "Contractor/ Bidder/ Consultant"

Vendor read as "Contractor/ Bidder"

Vendor Quotation read as "Contractor's Bid/ Bidder's Offer"

Percentage Variation read as "Percentage Quoted"

Purchaser read as "Department/MCGM"

**SECTION – III – INSTRUCTION TO BIDDERS**

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

### **GENERAL**

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

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

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

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

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

**6.0** **Site Visit:**

In order to obtain first-hand information /opinion on the assignment, the bidders are advised to visit the individual site of the Project mentioned in Terms of Reference, before submitting their proposal. Required assistance may be obtained from the "office of Executive Engineer Water Works (Construction) Eastern Suburb, AEOC Water Works Yard, L.B.S. Marg, Ghatkopar (W), Mumbai – 400086 with prior appointment in writing except Saturday, Sunday & Public Holidays.

## **7.0 Bid Validity Period**

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

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

## **8.0 Documents comprising of bid**

The Bid document comprises the following -

1. Tender Notice
2. Special Instructions to bidders for e-tendering
3. Instructions to Bidders
4. Complete Technical Proposals- Standard Forms as per Section-VI
5. Contract Agreement Form (Appendix-A)
6. Pro-forma of Bank Guarantee(Appendix-B,C)
7. General Conditions of Contract.
8. Scope of work and Technical specifications. (Terms of Reference)
9. Complete Financial Proposals and their Contents as per Section-IX.
10. Appendices
11. Addenda, Corrigenda, if any.

## **9.0 Earnest Money Deposit**

- a) All Bidders, whether or not registered with MCGM with standing deposit are required to pay an Earnest Money Deposit (E.M.D.) in the amounts stipulated in the Bidding data. The E.M.D. is to be paid online.
- b) If the E.M.D. is not paid online, the tender shall be treated as non-responsive and shall not be opened.
- c) Any bid not paid online by an acceptable Earnest Money Deposit (E.M.D.) shall be rejected as non-responsive.

- d) The E.M.D. of unsuccessful bidders i.e. L3 and downwards shall be refunded immediately after opening of Financial bid. But the EMD submitted by the L2 bidder will be return after obtaining Standing Committee resolution.
- e) The E.M.D. of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security. No interest will be paid on any tender deposit. Earnest money deposit will not be converted into Contract deposit / Security deposit.
- f) The E.M.D. may be forfeited.
  - (i) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
  - (ii) If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 28; or
  - (iii) in case of a successful Bidder, if the Bidder fails within the specified time limit to (i) sign the Agreement, (ii) furnish the required performance security.

## **10.0 Minimum Qualifying Criteria:**

### **10.1 Eligibility:**

- a. Joint venture will not be allowed. However, wholly owned subsidiary firm of the foreign company is eligible to quote on the basis of the credentials of its parent company, if they submit certificate from the parent company to that effect.
- b. The Consultancy firms shall be in existence for last 10 years. '(Authorized change in name & style shall be considered)' and should be registered under Indian Companies Act. 1956. (Certificate of incorporation and PAN Card must be furnished with technical proposal).
- c. The Consultancy firm must not have been blacklisted or debarred from bidding in tendering process (either as single entity or as partner of JV) by any Govt. /Semi govt. Authority, Funding Agencies like World Bank/ADB/ JICA etc. at the time of bidding of said Tender.

- d. The firm will be excluded from selection process, if it is debarred during the period of start of bidding and finalization of award.
- e. The consulting firm shall have been registered (Registrar of Firms/Company of Consulting engineers /Govt. /Govt. Undertaking) under same name & style for at least 10 years. (Authorized change in name & style shall be considered).
- f. The consulting firm must have valid ISO 9001-2015 certification at the time of submission of bid.
- g. The consulting firm shall fulfil the as required under qualification criteria.
- h. No bidder shall be affiliated with a firm or entity who is involved with the tendering process for the referred works.
- i. The consulting firm shall be in position to provide at least the staff as mentioned under the 'Personnel capabilities'. The staff shall be either in employment of the firm or shall have the consent letter from the prospective staff to accept employment from the consulting firm during the contract period and availability during the contract period including extended period. The consent letter shall have obtained prior to submission of bid.
- j. The tender documents are not transferable. Only those bidders who have purchased the tender documents are eligible to submit their bid.
- k. The firm shall enclose to their technical offer, the relevant copies of experience certificate signed by officer not below the rank of Executive Engineer/ Superintendent Engineer.

## 10.2 **Technical & Financial capabilities**

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

The Consultancy firms shall be in existence for last 10 years. '(Authorized change in name & style shall be considered)' and should be registered under Indian Companies Act, 1956. (Certificate of Incorporation and PAN Card must be furnished with technical proposal).

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

The Consultancy firms shall have an established office in MCGM area.

**Financial Capabilities**

**F-1.**The consultancy firm (bidding entity) shall have annual average financial turnover of not less than Rs. 15 Crores for the last three financial years (2018-19 & 2019-20, 2020-21).

**AND**

**F-2.**The firm should be a profit making company in the last three. Financial years (2018-19 to 2020-21)

**AND**

**F-3.**The firm shall have a positive Net worth as on 31<sup>st</sup> March 2021

**Technical Capabilities**

Experience in Consultancy services in the last 5 years

**T-1.** The consultancy firm should have experience in providing consultancy services for Rejuvenation and / or Beautification of Lakes / Rivers / Water Bodies for a Government / Semi Government agency.

**AND**

**T-2.** The consultancy firm should have experience in mapping with UAS for a Government / Semi Government agency in Mumbai Region and should have licensed DGCA approved drones and operators on their payrolls

**AND**

**T-3.** Consultancy firms having experience in assisting premium institutions like IIT, NEERI etc. in similar kind of studies shall be preferred

**AND**

**T-4.** The consultancy firm should have GST registration and PAN

**AND**

**T-5.** The consultancy firm should have Ecologists, Urban Planners, Environmental Professionals, Forest Professionals etc. on their payrolls

or should have firm tie up with such experts / professionals

The Bidders who does not fulfil this criterion shall be disqualified and their Packet C shall not be opened. Similarly, Packet C of the Bidders who fail to score minimum 75 marks in technical evaluation shall not be opened.

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

## **11.0 Preparation of Bids**

### **GENERAL**

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

Queries relevant to the bid documents shall be addressed to Hydraulic Engineer, (Hydraulic Engineer's Department), Municipal Corporation of Greater Mumbai, 1st Floor, Worli Engineering Hub Office, Worli, Mumbai – 400018 preferably by 5:00 PM one day prior to the pre bid meeting.

- 11.2 MCGM will respond to any such request for clarifications, which are received in stipulated time. The response, however, will be in the form of written communication.
- 11.3 The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

**11.4 Pre-bid Meeting:-**

Pre-bid Meeting for this tender shall be held in the office of the Hydraulic Engineer,(Hydraulic Engineer's Department) at 15:00 hrs. on 14.02.2022 situated at

**Hydraulic Engineer**

(Hydraulic Engineer's Department)

Municipal Corporation of Greater Mumbai,

1st Floor, Worli Engineering Hub Office,

Worli, Mumbai - 400018

The firms are requested to submit any queries related to the proposal under reference, so as to reach MCGM before the meeting as mentioned in 11.1 above, Additional queries, if any, raised during the meeting, will also to be considered and the minutes of the meeting including the text of the questions raised and MCGM response will be transmitted to all prospective firms along with addendum/corrigendum, if any.No queries will be entrained after the pre-proposal meeting.

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

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

**12.0 Language of Bid**

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

### **13.0 Format of the Bid**

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

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

- 1) Scanned copy of receipt of online payment of the E.M.D
- 2) Scanned copy of Valid Registration Certificate (Company Registration)
- 3) Scanned copy of GST Registration Certificate is mandatory.
- 4) Scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- 5) Scanned copy of latest Partnership Deed, in case of Partnership firms.
- 6) Scanned copy of Power of Attorney, wherever applicable.
- 7) Valid e-Mail ID's of the bidders.
- 8) Scanned copy of ISO-9001-2015 Certification

Note - If it is found that the tenderer has not submitted required documents in Packet 'A' then, the shortfalls shall 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 shall be treated as non-responsive.

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

The bidder shall submit complete Technical proposal in Packet B as per the Standard Forms provided in section VI. The M.C.G.M. reserves right to seek clarifications / information from Consultants for shortfalls in Packet B submission.

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

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

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

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

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

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

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

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

The tender shall be for the whole work as described in Terms of Reference attached hereto based on the Bill of Quantities and cost quoted by the bidder.

The bid prices shall be inclusive of all applicable taxes & duties in force, excluding the GST. However, as per GST Notification no. 9/2017 and no. 12/2017 both dated 28.06.2017, the work of said consultancy being rendered to MCGM is under Twelfth Schedule of Article 243(w) of the Constitution, which is a 'pure service' and hence is exempted from GST. The GST; if applicable; shall be reimbursed at actual.

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

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

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

#### **18.0 Modification of Documents**

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

#### **19.0 Submission of Bids**

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

#### **20.0 Opening of bid**

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

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

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

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

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

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

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

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

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

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

The Minimum marks for the qualifying technical criteria shall be 75 out of 100.  
The marking criteria shall be as under.

**Table A:** Overall Marking Criteria:

Item	Description	Maximum Marks
<b>A</b>	<b>Technical Score (St)</b>	
T1	Financial Capabilities	10
T2	Firms relevant experience and capabilities	50
T3	Manpower capabilities	10
T4	Approach and Methodology for performing the assignment	30
Total Technical Score “St” =		<b>100</b>

Minimum Qualifying Technical Score for opening of Financial Packet is 75. Financial packets of those bidders who score less than 75% marks in Technical Score shall not be opened.

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

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

The formula for determining the financial scores is as follows:

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

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

Total score = 80% x St + 20% x Sf

**Table B: Firm’s Financial Capabilities and Experience (T1 and T2)**

S. No.	Particulars	Marks
<b>T1</b>	<b>Financial Capabilities</b>	<b>10</b>
1	Average Annual Turnover for last 3 Financial Years (2018-19, 2019-20 & 2021-21)	5

S. No.	Particulars	Marks
a)	15 Cr.	2
b)	Above 15 Cr. to 40 Cr.	3
c)	Above 40 Cr. to 65 Cr.	4
d)	Above 65 Cr.	5
2	Net-worth as on 31 <sup>st</sup> March 2021	5
a)	1 Cr. to 5 Cr.	2
b)	Above 5 Cr. to 15 Cr.	3
c)	Above 15 Cr to 25 Cr.	4
d)	Above 25 Cr.	5

S. No.	Particulars	Marks
<b>T2</b>	<b>Firms relevant experience and capabilities</b>	<b>50</b>
1	Experience of Consultancy firm in providing consultancy services for Rejuvenation and / or Beautification of Lakes / Rivers / Water Bodies for a Government / Semi Government agency in Mumbai Region	20
a)	Equal to 1 Projects	5
b)	Equal to 2 Projects	10
c)	More than 2 Projects	20
2	Experience of Consultancy firm in mapping with UAS / Project Visualization of Building / Infrastructure Projects for a Government / Semi-Government Agency	20
a)	Equal to 1 Projects	5
b)	Equal to 2 Projects	10
c)	More than 2 Projects	20
3	Experience of Consultancy firm in obtaining CRZ / Forest / Wildlife Clearances / preparation of Environmental reports for	5

	a Government / Semi-Government Agency	
a)	Equal to 3 Projects	1
b)	Equal to 4 Projects	2
c)	More than 5 Projects	5
4	Familiarly with the procedures of MCGM	5

**Table C : Key Persons as specified \* (T3)-**

Sr. No.	Position	Professional Qualification	Experience Requirement	Total marks
1	Project Manager (Finance) -1 no.	Degree in Civil Engineering and Post Graduate in Environmental / Civil Engineering / Water Management Engineering.	Total professional experience of at least 15 years	2
2	Hydraulic Modeller/ Expert - 1 no.	Graduate in Civil Engineering with additional qualification in hydraulic modelling desired	Total professional experience of at least 5 years	2
3	Urban Planner -1 no.	Masters in Urban Planning	Total professional experience of at least 15 years	2
4	Environmental Expert-1 no.	Post Graduate in Environmental Science	Total professional experience of at least 12 years	2
5	Ecologists – 1 no.	Graduate in relevant field	Total professional experience of at least 10 years	1
6	Biology or Aquatic Life Expert – 1 no.	Post Graduate in Biology / Graduate in Environmental / Biotechnical Engineering / biology or aquatic life expert	Total professional experience of at least 5 years	1
<b>Total =</b>				<b>10</b>

*\* Criteria for marking professional staff*

Sr. No	Description	Percentage
1	Academic qualifications	20
2	Experience: Level & duration of relevant experience	40
3	Adequacy for the assignment (define adequacy)	30
4	Knowledge of local language (define requirement)	10

**Table D : Approach and Methodology for performing the assignment (T4)-**

Sr. No.	Position	Total marks
1	Approach and Methodology for performing the assignment	30

**Note:**

1. The proposed key personnel staff shall be a regular employee of the consultancy firm or shall have given consent to work with consulting firm about availability and acceptance of the employment of the consulting firm. (Such consent letter shall have been accepted by the bidding consulting firm prior to submission of bid)
2. The key staff shall be less than 70 years (in exceptional cases 71 years) and physically fit to move about at sites.
3. Considering the project activities, the requirement of key staff is not on continuous basis. The consultant shall use key professionals for adequate number of days as per the requirement of the activities.
4. The consultants shall have their own office in Mumbai and shall use his office and back office staff for completion of the entire scope of consultancy works
5. The key staff shall be conversant with local language in the area of work.

**22.0 Post Bid Correspondence**

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

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

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

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

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

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

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

### **24.0 Rejection of Bid**

The bid is liable to be rejected, if the Bidder

- a) Does not submit the proofs of qualification criteria.
- b) Stipulates the validity period less than what is in the bid;
- c) Stipulates his own conditions;
- d) Does not disclose his full name and address with telephone no. and also the full names and addresses with telephone nos. of all his partners in the case of partnership concern.
- e) Does not fill in and sign the Complete Financial Proposals & their Contents as per Section-IX as well as the Schedule of Quantities & Rates, terms of reference, etc.
- f) Does not submit the E.M.D. as per clause 4 of Instruction to Bidder.
- g) Does not submit the bid before the stipulated time on the specified date.
- h) If the bid is filled up partially in splitter manner, it will be treated as non-responsive.
- i) If bidder does not quote for minimum man-months.

### **25.0 Payment Terms**

The Corporation shall not under any circumstances relax these terms of payment and will not consider any alternative terms of payment. Bidders

should therefore, in their own interest note this provision, to avoid rejection of their bids. Currency of Payment shall be Indian Rupees only.

## **26.0 Award of Contract**

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

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

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

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time, a penalty of Rs. 5,000/- per day shall be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him.

If the amount of the Contract Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender / Contractor already accepted shall be considered as cancelled and legal steps be taken against the contractor for recovery of the documents.

The amount of Security Deposit retained by the MCGM shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by MCGM shall be adjusted towards the excess cost incurred by the Department on rectification work.

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

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

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

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

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

Successful Bidder shall be required to execute the contract within one month of receipt of intimation to execute the contract failing which a penalty of Rs.500/- per day will be levied.

**27.0 Tendering under different names:**

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

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

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

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

Successful tender shall pay the Legal Charges + Stationary charges as mentioned in the below circular dated 22-06-2021,

# बृहन्मुंबई महानगरपालिका

## विधी खाते

परिपत्रक क्र. ०३ दि.२२.०६.२०२१

विषय - कंत्राट करार करण्यासाठी वसूल करावयाचे विधी आकार (Legal charges) व लेखनसाहित्य आकार (Stationery charges)

संदर्भ - १. एमजीसी/एफ/४६८२ दि. १६.०६.२०२१

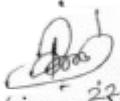
२. सीए/एफआरजी/२८० दि. २१.०६.२०२१

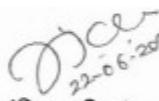
महानगरपालिकेच्या विविध खात्यांमार्फत मागविण्यात येणा-या निविदांसंदर्भात लेखी करार करताना पक्षकाराकडून एकत्रितरित्या आकारावयाच्या सुधारित विधी आकार व लेखनसाहित्य आकाराची महानगर पालिका आयुक्त मंजूरी क्र. एमजीसी/एफ/४६८२ दि. १६.०६.२०२१ अन्वये दिनांक ०१.०४.२०२१ पासून पुर्वलक्षी प्रभावाने आकारणी करण्यात येत आहे.

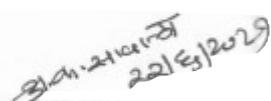
खालील तक्त्यामध्ये दर्शविल्याप्रमाणे सुधारित विधी व लेखण साहित्य आकार (एकत्रितरित्या) विहित करण्यात आले आहेत.

अनु. क्र	कंत्राट करार करण्यासाठी एकत्रितरित्या आकारावयाच्या विधी व लेखन साहित्य आकारांसाठी कंत्राट कराराराची रक्कम	एकत्रितरित्या आकारावयाचे सुधारित विधी व लेखन साहित्य आकार दि. ०१.०४.२०२१ पासून दि. ३१.०३.२०२२ पर्यंत
१	रु. १०,००९/- ते रु. ५०,०००/-	निरंक
२	रु. ५०,००९/- ते रु. १,००,०००/-	रु. ५७९०/-
३	रु. १,००,००९/- ते रु. ३,००,०००/-	रु. ९४३०/-
४	रु. ३,००,००९/- ते रु. ५,००,०००/-	रु. ११,३३०/-
५	रु. ५,००,००९/- ते रु. १०,००,०००/-	रु. १३,१९०/-

६	रु. १०,००,००९/- ते रु. २०,००,०००/-	रु. १५,०६०/-
७	रु. २०,००,००९/- ते रु. ४०,००,०००/-	रु. १६,९६०/-
८	रु. ४०,००,००९/- ते रु. १,००,००,०००/-	रु. १८,८३०/-
९	रु. १,००,००,००९/- ते रु. १०,००,००,०००/-	रु. २२,२२०/-
१०	रु. १०,००,००,००९/- ते रु. २०,००,००,०००/-	रु. २५,६५०/-
११	रु. २०,००,००,००९/- ते रु. ३०,००,००,०००/-	रु. २९,०७०/-
१२	रु. ३०,००,००,००९/- ते रु. ४०,००,००,०००/-	रु. ३२,४९०/-
१३	रु. ४०,००,००,००९/- ते रु. ५०,००,००,०००/-	रु. ३५,८८०/-
१४	रु. ५०,००,००,००९/- ते रु. १,००,००,००,०००/-	रु. ४२,७२०/-
१५	रु. १,००,००,००,००९/- ते रु. २,००,००,००,०००/-	रु. ५२,९७०/-
१६	रु. २,००,००,००,००९/- ते रु. ३,००,००,००,०००/-	रु. ५९,७९०/-
१७	रु. ३,००,००,००,००९/- ते रु. ४,००,००,००,०००/-	रु. ६८,२९०/-
१८	रु. ४,००,००,००,००९/- ते रु. ५,००,००,००,०००/-	रु. ७६,८२०/-
१९	रु. ५,००,००,००,००९/- पासून कोणत्याही मर्यादेपर्यंत	रु. ८५,३८०/-

  
 (रंजना माने)  
 प्रशासकिय अधिकारी  
 विधी खाते

  
 (संदिप पाटिल)  
 उप कायदा अधिकारी  
 (हस्तांतरण १ व २)  
 विधी खाते

  
 (अरुणा सावला)  
 कायदा अधिकारी  
 विधी खाते

परिपत्रक

२०२१-२०२२

परिपत्रक क्र. दि.२२.०६.२०२१

प्रत ----- यांना माहितीकरिता व पुढिल आवश्यक त्या कार्यवाहीकरिता अग्रेषित.

  
 २२/०६/२०२१  
 प्रशासकिय अधिकारी (लेखा)  
 विधी खाते

**B. Stamp Duty: (As per applicable circular)**

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

- As per the provision made in Article 63, Schedule I of Maharashtra Stamp Act 2015, stamp duty is payable for "works contract" that is to say, a contract

for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under:

( a )	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
( b )	Where it exceeds rupees ten lakhs	Five hundred rupees plus one hundred rupees for every Rs.1,00,000/- or part thereof, above rupees ten lakh subject to the maximum of rupees Twenty five lakh stamp duty.

- ii. The successful bidder shall enter into a contract agreement with M.C.G.M. within 30 days from the date of issue of Letter of Acceptance 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 favor of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.
- iv. All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

As per para 54 read with 40(b) of Maharashtra Stamp Duty Act, Stamp duty at the rate of 0.5 % is payable on total amount of Bank Guarantee submitted by Tenderer. If the time period of the Bank required to extend then the same shall be considered as new Bank Guarantee and again 0.5% stamp duty shall be applicable.

## **29.0 Performance Security**

Within 30 days from the receipt of notification of award from MCGM, the successful firm shall furnish a performance security amounting to 10%

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

### 30.0 LIST OF APPROVED BANKS

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

#### 3. LIST OF BANKS :-

<b>A</b>	<b>S.B.I and its subsidiary Banks</b>
1	State Bank Of India.
2	<del>State Bank Of Bikaner &amp; Jaipur.</del>
3	State Bank Of Hyderabad.
4	State Bank Of Mysore.
5	State Bank Of Patiyala.
6	State Bank Of Saurashtra.
7	State Bank Of Travankore.
<b>B</b>	<b>Nationalized Banks</b>
8	Allahabad Bank.
9	Andhra Bank.
10	Bank Of Baroda.
11	Bank Of India.
12	Bank Of Maharashtra.
13	Central Bank Of India.
14	<del>Dena Bank.</del>
15	Indian Bank.
16	Indian Overseas Bank.
17	Oriental Bank Of Commerce.
18	Punjab National Bank.

19	Punjab & Sindh Bank.
20	Syndicate Bank.
21	Union Bank Of India.
22	United Bank Of India.
23	UCO Bank.
24	<del>Vijaya Bank.</del>
24A	Corporation Bank.
<b>C</b>	<b>Scheduled Commercial Banks</b>
25	Bank Of Madura Ltd.
26	Bank Of Rajasthan Ltd.
27	Banaras State Bank Ltd.
28	Bharat Overseas Bank Ltd
29	Catholic Syrian Bank Ltd.
30	City Union Bank Ltd.
31	Development Credit Bank.
32	Dhanalakshmi Bank Ltd.
33	Federal Bank Ltd.
34	Indsind Bank Ltd.
35	I.C.I.C.I Banking Corporation Ltd.
36	Global Trust Bank Ltd.
37	Jammu & Kashmir Bank Ltd.
38	Karnataka Bank Ltd.
39	KarurVysya Bank Ltd.
40	Laxmi Vilas Bank Ltd.
41	Nedugundi Bank Ltd.
42	Ratnakar Bank Ltd.
43	Sangli Bank Ltd.
44	South Indian Bank Ltd.
45	S.B.I Corporation &Int Bank Ltd.
46	Tamilnadu Mercantile Bank Ltd.
47	United Western Bank Ltd.
48	Vysya Bank Ltd.
<b>D</b>	<b>Schedule Urban Co-op Banks</b>
49	Abhyudaya Co-op Bank Ltd.
50	Bassein Catholic Co-op Bank Ltd.
51	Bharat Co-op Bank Ltd.
52	Bombay Mercantile Co-op Bank Ltd.
53	Cosmos Co-op Bank Ltd.
54	Greater Mumbai Co-op Bank Ltd.
55	JanataSahakari Bank Ltd.
56	Mumbai District Central Co-op Bank Ltd.
57	Maharashtra State Co-op Bank Ltd.
58	New India Co-op Bank Ltd.
59	North Canara G.S.B. Co-op Bank Ltd.
60	Rupee Co-op Bank Ltd.
61	Sangli Urban Co-op Bank Ltd.
62	Saraswat Co-op Bank Ltd.
63	ShamraoVithal Co-op Bank Ltd.

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

### **31.0 Refund of Performance Guarantee**

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

### **32.0 Jurisdiction of Courts**

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

### **33.0 Import License**

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

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

The payment of bills and other claims arising out of the contract will be made by ECS/RTGS/NEFT. The successful Bidder therefore will have to furnish the

information as regards the vendor No. registered with M.C.G.M. Vendor No. can be obtained by paying the requisite fees and giving necessary information such as PAN Card, Bank Details, Service Tax Registration etc. in the prescribed form available with MCGM. MCGM shall make the payment within 30 days after submission of the correct invoice.

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

### **35.0 Indian Laws and Indian Environment**

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

### **36.0 Litigation History**

The bidder shall disclose the litigation history in Packet 'B' under the head Details of Litigation History

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

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

## **SECTION – IV – GENERAL CONDITIONS OF CONTRACT**

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 GENERAL PROVISIONS**

#### **1.1 Definitions**

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

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

- (l) "Site means land or other places where the works are to be executed or other working places as may be specifically designated by MCGM.
  - (m) "Drawings" means, drawing referred to in the specification and /or any modifications to the drawings, approved by MCGM.
  - (n) "Works" means, work to be executed in accordance with contract, or part thereof, as case may be and shall also include all extra / additional, alternation / substitution as required for performance of the contract.
  - (o) The "Contract price" means the sum named in the bid subject to such additions there to or deduction there from as may be made under the provisions hereinafter contained.
  - (p) The Engineer of the contract means Hydraulic Engineer (Hydraulic Engineer's Department) and /or his appointed officers for performance of the contract.
  - (q) "Personnel" means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;
- "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government of India,
- "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government of India; and 'personnel' means the personnel referred to in Clause GCC 4.2 (a).
- (r) "Services" means the work to be performed by the Consultant pursuant to this Contract described in Terms of Reference.
  - (s) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
  - (t) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract for the Feasibility study, detailed design and Supervision during Project Management on the work envisaged.

1.2 **Law Governing Contract.**

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

1.3 **Language**

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

1.4 **Headings**

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

1.5 **Notices**

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

Hydraulic Engineer  
(Hydraulic Engineer's Department),  
Municipal Corporation of Greater Mumbai,  
1st Floor, Worli Engineering Hub Office,  
Worli, Mumbai - 400018  
Telephone: \_\_\_\_\_  
e-mail: \_\_\_\_\_

1.6 **Location**

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

### 1.7 **Authorized Representatives.**

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

- (a) On behalf of MCGM. by Hydraulic Engineer (Hydraulic Engineer's Department)
- (b) On behalf of the Consultant(s) by his/their designated representative.

### 1.8 **Income Tax**

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

The Contract price is deemed to have included such amounts.

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

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

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

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

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

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

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

## **2.5 Modification**

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

## **2.6 Force Majeure**

### **2.5.1 Definition**

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

(b) Force Majeure shall not include

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

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

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

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

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

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

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

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

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

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### 2.5.4 **Extension of Time**

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

### 2.5.5 **Consultation**

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

### 2.6 **Suspension**

The Client may, by written notice of suspension to the Bidder, suspend all payments to the Consultant hereunder if the Consultant fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the

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

## **2.7 Termination**

### **2.7.1 By 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 9.1 hereof.
- (d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false.
- (e) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days or
- (f) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) If the Consultant does not perform its duty as per the terms of reference and does not deploy the necessary personnel as per terms of reference, then

Client at its sole discretion shall terminate the Contract without assigning further reasons.

### **2.7.2 By the Consultant**

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

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

### **2.7.3 Payment upon Termination**

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

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

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

#### **3.1 General**

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

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

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

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

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

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

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

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

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub- 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.

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

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

### **3.3 Confidentiality**

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

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

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

The Consultant shall keep the 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 Bidder or their Sub-bidder, or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

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

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

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

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

#### **3.6.2 THIRD PARTY INSURANCE**

- a) The successful Consultant shall, in the joint names of the successful Consultant, the Commissioner and the Engineer, insure against all damage or injury occurring before all the works have been taken over to any person or to any property (other than property forming part of the works) due to or arising out of the execution of the works or during the travel to the site. Such insurance shall be effected for an amount for Rs.

50,000.00 per occurrence from the date of commencement till completion of the contract and the successful Bidder shall from time to time when so required by the Engineer produce the policy and thereceipt for the premium.

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

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

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

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

### **3.8 Reporting Obligations**

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

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

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the 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, 2 copies of all drawings as necessary for the Environment Assessment and other studies recommended by Advisory Committee.

## **4.0 CONSULTANT'S PERSONNEL**

### **4.1 General**

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

### **4.2 Description of Personnel**

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

### **4.3 Agreed Personnel**

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

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

- (a) Except as the MCGM may otherwise agree, no changes shall be made in the Personnel. if, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the

Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications subject to seeking approval from 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 Bidder shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The removal and /or replacement under (a) & (b) above shall have no cost implications on MCGM.

## **5.0 OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance and Exemptions**

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

### **5.2 Change in the Applicable Law**

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

### **5.3 Payment**

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

## **6.0 PAYMENTS TO THE BIDDER**

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

## **7.1 FAIRNESS AND GOOD FAITH**

### **7.2 Good Faith**

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

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

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 9 hereof. Although this Contract is essentially for the Hydraulic Engineer's Department of MCGM however MCGM may ask the appointed Consultant to undertake assignments of similar nature of any other department of MCGM as per the approved rates.

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

As per GST Notification no. 9/2017 and no. 12/2017 both dated 28.06.2017, the work of said consultancy being rendered to MCGM is under Twelfth

Schedule of Article 243(w) of the Constitution, which is a 'pure service' and hence is exempted from GST.

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

#### **7.4 Other Taxes**

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

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

If the Consultant fails to render timely services on or before the specified deadline (as mutually agreed by both parties) and such delay is solely attributable to the bidder, without prejudice to any other right or remedy of MCGM on account of such delay, the Consultant shall pay compensation at the rate of ½ percent per month or part thereof of total fees for that specified activity. Provided always that total amount of such compensation shall not exceed 10% of contract price including any additions &/or deletions thereto.

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

##### **9.1 Amicable Settlement**

If the commissioner fails to give the notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid or if contractor is dissatisfied with any such decision, then contractor may within 90 days after receiving notice of such decision or within 90 days after the expiration of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

- i. In case of contract where the contract price and/or contract value is less than Rs.5,00,00,000/- (Rupees Five Crore Only), any dispute arising out of or in connection with contract, including any question regarding its existence, validity or termination, shall be referred to a mutually agreed

arbitral tribunal in accordance with the Arbitration and Conciliation Act, 1996 (amended up to date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said arbitral tribunal. The decision of the arbitral tribunal shall be in writing (with reasons) and which will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by arbitral tribunal. The seat of the arbitration shall be Mumbai. The venue of arbitration shall be within the limits of Brihan Mumbai. The language of the Arbitration shall be English.

If parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by recognized arbitral institution i.e. Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R.no.ARB/Case No.1/2017/D-19 dtd.28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force (“MCIA Rules”).

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

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

#### **10. Provisional Sum**

A sum (if any) which is specified in the contract by the employer as a provisional sum for the execution of any part of the work or for the supply of plant, material or services.

**11. ~~Interest on Delayed Payment~~**

**12. Price adjustment /Escalation**

No Claim/ additional fees on account of any price variation/ escalation on whatsoever ground shall be entertained at any stage of works. Quoted fees shall be firm and fixed for entire contract period as well as extended period for the completion of works.

## **SECTION – V – TERMS OF REFERENCE**

## **TERMS OF REFERENCE**

### **Appointment of Agency for carrying out the Environment Assessment of Powai Lake**

#### **1. Scope of Work**

- a) Assist the Advisory committee appointed by MCGM to Compile the previous reports and studies carried out by the various agencies in Powai Lake
- b) Carry out sampling of environmental parameters pertaining to lake and surroundings
- c) Carry out Baseline of Benthos, Reptiles, and other Biodiversity
- d) Carry out the work of mapping the lake and it's surroundings by UAS and prepare high resolution images using photogeomategy.
- e) Assessment of current status of environment quality of the lake, and limnological profiles
- f) Prepare Limnological profile of Powai Lake using secondary data and updating it with fresh studies
- g) Study of hydrological profile and impacts
- h) Provide research support for the works which can be undertaken for lake protection and rejuvenation works.
- i) Prepare a plan to resolve man-animal conflict in the lake and it's vicinity.
- j) Suggest ecofriendly concepts for ecotourism in the lake vicinity
- k) Suggest measures to protect the habitat of various animals in the lake except crocodile for which MCGM has already appointed an expert
- l) Assessment of terrestrial and aquatic biodiversity
- m) Prepare rejuvenation options and it's impact on environmental attributes of surroundings and lake
- n) Evaluate evaporation losses and it's linkages with other water bodies

In addition to the above MCGM may ask the appointed Consultant to undertake any other miscellaneous works suggested by Advisory committee / MCGM on mutual terms & conditions and payment at market rates.

#### **2. Time and Payment Schedule**

The total duration of consultancy services shall be 2 Months inclusive of monsoon. The Consultants shall quote the price bid in the formats given. The quoted rate should include all cost like remuneration of experts and supporting staff, out of pocket expenses, profit, including all taxes at the rates applicable on date of submission of tender except Goods and Service Tax or any other replacement / substitution of Goods and Service Tax which shall be paid by the MCGM.

MCGM shall make the payment of fees as per the milestones given below after the acceptance by the Advisory Committee Members for the services rendered by the consultant for the Powai Lake .

Time schedule for important Deliverables (the “Milestones”) of the Consultancy from the date of commencement of consultancy services and the payment schedule linked to the specified Deliverables is given below

<b>Milestone</b>	<b>Description of Deliverables</b>	<b>Weightage</b>	<b>Week No.</b>	<b>Payment</b>
<b>1</b>	<b>Inception Report</b>	<b>100%</b>	<b>2</b>	<b>20%</b>
<b>2</b>	<b>On Submission of Report – 1</b>	<b>100%</b>	<b>4</b>	<b>20%</b>
	Compilation of the previous reports and studies carried out by the various agencies	35%		
	sampling of environmental parameters pertaining to lake and surroundings	25%		
	Baseline study of Benthos, Reptiles, and other Biodiversity	20%		
	mapping of the lake and it's surroundings by UAS and prepare high resolution images using photogeomaterly	20%		
<b>3</b>	<b>On Submission of Report – 2</b>	<b>100%</b>	<b>6</b>	<b>30%</b>
	Assessment of current status of environment quality of the lake	25%		
	Preparation of Limnological profile of Powai Lake and updating it with fresh studies	25%		
	Study of hydrological profile and impacts	15%		
	Assessment of terrestrial and aquatic biodiversity	20%		
	Evaluate evaporation losses and it's linkages with other water bodies	15%		
<b>4</b>	<b>On Submission of Final / Concept Report</b>	<b>100%</b>	<b>8</b>	<b>30%</b>
	List of works can be undertaken for lake protection and rejuvenation works	20%		
	plan to resolve man-animal conflict in the lake and it's vicinity	20%		
	On submission of ecofriendly concepts for ecotourism in the lake vicinity	20%		
	On submission of measures to protect the habitat various animals in	20%		

<b>Milestone</b>	<b>Description of Deliverables</b>	<b>Weightage</b>	<b>Week No.</b>	<b>Payment</b>
	the lake except of crocodile			
	On submission of rejuvenation options and it's impact on environmental attributes of surroundings and lake	20%		

### **3. Place of Work**

The Consultant shall generally work from their own office in Mumbai and may arrange for their own office space at his own cost if they consider it necessary exclusively for this project.

### **4. Data, Services and Facilities to be provided by MCGM**

(i). The Consultant would be assisted by the 'MCGM' in obtaining relevant information from various authorities and will extend co-operation on the following areas:

- a) Earlier reports, available survey plans, data and information related to the study
- b) Issue of authority/recommendation letters
- c) Land Ownership / Acquisition Details

(ii). MCGM will give decisions on the sketches, drawings, reports and recommendations and other matters and proposals submitted by the Consultant for decision, in a reasonable time but not later than 10 days as not to hamper the performance of the Consultancy service or it shall be deemed to be approved.

Apart from above mentioned the inputs MCGM's shall allow to use facilities to consultant's staff available with MCGM free of cost including one room office space, electricity, water, and with climate control devices (to facilitate coordination) including available Data. Where possible, the MCGM shall provide above facilities for use by consultants during the course of their assignment. The MCGM shall provide list of Project Incharge to be assigned to the consultants before the assignment begins.

(iii). Facilitate organizing meetings with various authorities as necessary.

- (iv). Suitable space for meetings.
- (v). Copies of schedule of rates and standard specifications of MCGM.
- (vi). The details of existing, ongoing and proposed projects / schemes within and outside the project area.

**5. Deliverables by the consultant**

The Consultant shall be required to deliver 1 hard copies + soft copy all reports / designs / drawings / estimates etc.

**6. Time Period**

The consultant shall complete the project within a period of 2 months inclusive of monsoon from the issue of work order. If an extension of time is granted then the payment shall be made on prorated basis of the quoted rates.

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

## Form of Technical Bid Submission

To :

The Hydraulic Engineer

(Hydraulic Engineer's Department),

Municipal Corporation of Greater Mumbai,

1st Floor, Worli Engineering Hub Office,

Worli, Mumbai - 400018

Sir,

I/We have read and examined the following documents relating to work of  
**“Appointment of Agency for carrying out the Environment Assessment of  
Powai Lake.”**

1.

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

I/We .....(full name  
in capital letters starting with surname), the proprietor/managing partner/Managing  
Director/Holder of the business for the establishment/firm/registered company  
named herein below do hereby offer to carry out the work of **“Appointment of  
Agency for carrying out the Environment Assessment of Powai Lake.”** referred  
to in the Terms of Reference and Bill of Quantities to the accompanying form of  
contract at the rates entered in the Bill of Quantities sent herewith and signed by  
me/us.

2. I/We hereby tender for “**Appointment of Agency for carrying out the Environment Assessment of for Powai Lake.**” referred to in the aforesaid documents, upon the terms and conditions or referred to therein and in accordance in all respects with the Terms of Reference and other relevant details at the rates entered in the aforesaid bill of quantities. According to your requirements for payment of E.M.D. amounting to Rs. ..../- (in words Rupees ..... Only) I/We have paid the said amount of E.M.D. Online as specified in instruction to Bidder.
3. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non-acceptance of this tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We \_\_\_\_\_ agree, not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non-acceptance, which date shall not be later than ten days from the date of the decision of the Standing Committee or of the Corporation, as may be required under Municipal Act, not to accept this tender (subject to condition 5 below).
4. I/We also agree to keep this tender open for acceptance for a period of 120 days from the last date of online bid submission and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
5. I/We agree that the Corporation shall, without prejudice to any other right or remedy be at liberty to forfeit the said Earnest money absolutely, if
  - i. I/We fail to keep the tender open as aforesaid.
  - ii. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
  - iii. I/We do not commence the work on or before the date specified in the work order.
  - iv. I/We do not fulfill the mandatory conditions as stipulated.
6. I/We \_\_\_\_\_ have filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this tender.

7. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us that any information given by me/us in this tender is false or incorrect I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation to any ground whatsoever.
8. I/We agree to undertake that I/We shall not claim in such case any amount by way of damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.
9. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

**Full name and address with**

**Telephone nos. if any**

Yours faithfully,

**Signature of authorized signatory**

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

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

**Name of the Bidder:**

**Place and country of incorporation:**

**Address for correspondence:**

**Contact Person:**

**Telephone Number/ Mobile Number:**

**Email address:**

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

**Director DIN number:**

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

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(b) If so, name of the owner

-----

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

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

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**Signature of authorized signatory**

Form TECH-2:

**Annual Turnover Form**

<b>Annual Turnover</b>			
<b>Sr.No.</b>	<b>Financial Year</b>	<b>Annual Turnover of Consultancy Work (Amount and Currency)</b>	<b>Equivalent in INDIAN Rupees</b>
1.	2018-19		
2.	2019-20		
3.	2021-21		

**Signature of authorized signatory**

**Form TECH-2A :**

**Bidder's Organization and Experience**

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

**Signature of authorized signatory**

**Form TECH-2B**

**Firm's Relevant Experience References**

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

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

Assignment Name	
Country	
Location within Country	
Professional staff provided by your Firm/entity(profiles)	
Name of Client (Client Certificates to be submitted)	
Name and address of the contact person with e-mail and phone number.	
Duration of assignment	
Start Date (Month/Year):	
Completion Date (Month/Year):	
Approx. Value of Services (in INR)	
Name of Associated Bidders, if any:	
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved & functions performed	
Narrative Description of Project:	
Firm's Name: _____	
<b>Signature and seal of the Bidder</b>	

**Form TECH-3**

**Team Composition and Task Assignments**

**1. Project Key Staff**

<b>Sr. No.</b>	<b>Position</b>	<b>Name of the person proposed</b>	<b>Qualification</b>	<b>Experience</b>	<b>Tasks Assigned</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

**2.**

**Signature of authorized signatory**

## Form TECH-4:

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

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

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

a) **Technical Approach and Methodology:**

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

b) **Work Plan:**

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

c) **Organization and Staffing:**

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

**Form TECH-5:**

**Curriculum Vitae (CV) for proposed Key Expert**

**1. General**

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

**2. Education:**

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

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

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

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

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

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

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**5. Language Skills:**

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

**6. Adequacy for the Assignment:**

Detailed Tasks Assigned on Bidder's Team of Experts:

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

## Form TECH-6

### Historical Contract Non-Performance

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

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

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

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

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

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

<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i>  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Matter in dispute: <i>[indicate main issues in dispute]</i>	<i>[insert amount]</i>	
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It is further submitted that neither We are under execution of a Tender Securing Declaration nor have forfeited Tender Security or Earnest Money Deposit in the Republic of INDIA in the past Five Years.

**Signature of authorized signatory**

**Form TECH-7: Expert Schedule**

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

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

1. For Key Experts, the input should be indicated individually for the same position as required under Clause 10.3 of Sec-III ITB; for Non-Key Experts it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).

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

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

**Form TECH- 8: Work Schedule**

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

**Signature of authorized signatory**

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

**SECTION – VII – FINANCIAL PROPOSALS – STANDARD  
FORMS**

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

**To,  
The Municipal commissioner,  
The Municipal Corporation of Greater Mumbai,  
Municipal Head Office Building,  
MahapalikaMarg, Fort,  
Mumbai-400001  
India**

**Subject: Appointment of Agency for carrying out the Environment Assessment of Powai Lake .**

**Sir,**

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. 120 days

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

We remain,

Yours sincerely,

Authorized Signature [*in full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

**Bill of Quantities**

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

**Subject: Appointment of Agency for carrying out the Environment Assessment of Powai Lake..**

**Format of financial proposal**

<b>Sr. No.</b>	<b>Description</b>	<b>Amount (in Rs.)</b>
1	Appointment of Agency for carrying out the Environment Assessment of Powai Lake.	
	<b>Total</b>	

**Signature & Seal of the Bidder**

## **SECTION – VIII – APPENDICES**

## APPENDIX – A

### CONTRACT AGREEMENT FORM

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This agreement made this day of \_\_\_\_\_ between inhabitants of \_\_\_\_\_ carrying on business at \_\_\_\_\_ in \_\_\_\_\_ under the style and name of Messrs. \_\_\_\_\_ (Hereinafter called "the Consultant") of the one part and Shri. \_\_\_\_\_ the Hydraulic Engineer (Hydraulic Engineer's Department) (hereinafter called "the Commissioner" in which expressions are included, unless the inclusion is inconsistent with the, context or meaning thereof, his successor or successors for the time being holding the office of the Hydraulic Engineer (Hydraulic Engineer's Department) of the Second Part and the Municipal Corporation of Greater Mumbai (hereinafter called "the Corporation") of the third part WHEREAS the Consultant has tendered for the works described above and his offer has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation)

NOW THIS AGREEMENT WITNESSES as follows: -

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

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

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

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

Signed and delivered by the  
 Consultant \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_

in the presence of & style of

Trading under the name

\_\_\_\_\_

\_\_\_\_\_

Consultant

Full

name \_\_\_\_\_

—

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed by Dy. Municipal Commissioner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

in the presence of Deputy Municipal Commissioner

of \_\_\_\_\_

\_\_\_\_\_

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

standing committee of the Corporation.

1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

Municipal Secretary

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

**APPENDIX-B**

**PERFORMANCE BANK GUARANTEE**

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

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

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

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

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

WE \_\_\_\_\_ Bank do hereby undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ (Amount of

guarantee) as aforesaid without MCGM needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

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

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

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

Date                      this                      \_\_\_\_\_ Day                      of

---

WITNESS :

BANK

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

I/We \_\_\_\_\_ (Full name in capital letters, starting with surname), the \_\_\_\_\_ (Proprietor / Managing Partner / Managing Director / Holder) of the Organization (Business / Manufacturer / Authorized 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 the 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 me/us in this tender is false or incorrect, I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation 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 or is withdrawn by the Corporation.

\_\_\_\_\_  
Authorized Signatory

Date:

Name and Address of Bidders

Seal of the Contractor

## **APPENDIX-D**

### **PRE-CONTRACT INTEGRITY PACT**

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

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

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

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

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

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

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

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

Signature of Tenderer/Bidder

## APPENDIX-E

### Declaration Cum Indemnity Bond

(On Rs. 500/- Stamp Paper)

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 General 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

## APPENDIX-F

### Irrevocable Undertaking

**(On Rs. 500/- Stamp Paper)**

I Shri./ Smt. \_\_\_\_\_ aged, \_\_\_\_\_ years Indian Inhabitant  
Proprietor/Partner/Director of M/s. \_\_\_\_\_ resident at  
\_\_\_\_\_ do 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. Suggestion for specialized RCC Consultant and co-ordination with the specialized consultant to be appointed by MCGM (as required).
5. 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.

Signature of Tenderer/Bidder

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

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

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

**CIRULAR**

**Sub:** Formation of Grievance Redressal Committee (GRC)  
to address grievances from bidders.  
**Ref.:** MGC/F/4961 dated 09/08/2021.

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

**Grievance Redressal Committee (GRC)**

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

*For example, if tender is invited by C.P.D. dept, for K.E.M. Hospital then the Committee will be of DMC(CPD) and DMC (PH).*
  - (b) *In case the tender inviting department and department for which tender is being invited are same then the concerned DMC/ Director/ Jt.M.C. of the same department and DMC(CPD) will be the members of the Committee.*

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

In tabular format:

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

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

Sd/- 27.07.2021  
Dy ChE (Civil) CPD

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

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

sd/- 06.08.2021  
Hon,ble M. C.

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

  
Dy ChE (CPD) Civil

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

No. : MCGM/F/6568 dtd. 25-9-2018

**CIRCULAR**

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

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

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

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

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

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

**C) Bid Capacity :**

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

Where,

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

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

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

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

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

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

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

o/c

Director (E.S. & P.)

City Engineer/Ch.Eng.(Roads & Traffic) / Ch.Eng. (Bridges) / J. E. / Ch.Eng. (NSP) / Ch.Eng.(S.P.) / Ch.Eng.(S.O.) / Ch.Eng.(MSDP) / Ch.Eng. (HM) / Ch.Eng.(Vic) / Ch.Eng. (RSE) / Ch.Eng.(D.L.) / Ch.Eng.(SWD) / Ch.Eng. (Constal Road) / Ch.Eng.(SWD) / Ch.Eng.(CTRC) / Ch.Eng.(HIC) / Dr.Ch.Eng.(SIC) / Sup. of Gardens

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

No. DIR/ES & P/915/MC dtd. 27-9-2018

C.C. to : DMC(MCO) DMC (Imp.) / DMC(GAV) DMC(Vig) DMC(SE) / DMC(EV) DMC(CPD) DMC(SWD) DMC (Education) DMC (RES) DMC(PHY) DMC(Z-I) / DMC(Z-II) / DMC(Z-III) / DMC(Z-IV) / DMC(Z-V) DMC(Z-VI) DMC(Z-VII) / C.A. (E) / C.A. (WSSD) / C.A. (C.P.D.) / Law Officer

Forwarded for information please.

o/c

Director (E.S. & P.)

No. No. DIR/ES & P/915/MC dtd. 27-9-2018

C.C. to:

Submitted please.

o/c

Director (E.S. & P.)

A.M.C.(Chy) / A.M.C.(E.S.) / A.M.C.(W.S.) / A.M.C.(P)

Sir/Madam, \_\_\_\_\_