



बृहन्मुंबई महानगरपालिका
Municipal Corporation of Greater Mumbai



Mithi River Water Quality Improvement Project

Package3: Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining Wall & Service Road), Beautification including Promenades and Allied Works from Prem Nagar Outfall, Kurla to Mahim Causeway

Design Build Operate Contract

Instructions to Tenderers

Employer:
Municipal Corporation of Greater Mumbai
Municipal Head Office Building, Mahapalika Marg,
Fort, Mumbai - 400 001.

Consultant:
Frischmann Prabhu (India) Pvt. Ltd.
315, Balgovind Wadi, New Prabhadevi Road,
Prabhadevi, Mumbai - 400 025



MUNICIPAL CORPORATION OF GREATER MUMBAI

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Notice of Invitation for Tenders**ADVT.NO.****DATE 30.05.2022**

1. The Municipal Corporation of Greater Mumbai (MCGM) is implementing Mithi River Development, Flood Control, Water Quality Improvement & Beautification Project in Tidal Zone (Package-III). The objective of the project is to provide a healthier and improved environment for the citizens of Mumbai while minimizing the impact of wastewater on the natural environment achieved by improving the quality and reliability of the waste water collection, treatment and disposal infrastructure. In addition to above, the objective of flood control & beautification of Mithi River in tidal zone is also considered.
2. The Improvement of Water Quality to the Mithi River Works comprises of infrastructure components including sewage collection networks, pumping stations, interception to other Dry Weather Flow and disposal of waste material.
3. a) The Municipal Corporation of Greater Mumbai invites e-Tenders in a three packet system (Packet A, B, & C) from Parties having requisite experience in the field, and financial and organizational competence for the design and construction of 28no. of Tidal Dry Weather Flow Interception Facilities (DWFIF) and transfer sewer networks, associated 3 pumping stations, 26 no. of Gate Pumps, Beautification including Promenades and allied Civil Works in Tidal Zone of Mithi River including O&M of these facilities. These facilities will require O & M for 10(Ten) years, on lump sum basis and the same will be displayed on the MCGM Portal: <http://portal.mcgm.gov.in>
b) The Contract period for Design-Build is 36 (Thirty-Six Months) months inclusive Monsoon.
4. Tenderers that can demonstrate, having a financial background as specified below and experienced in large infrastructure projects, are invited to tender for this work by submitting a completed Tender Submission. The detailed qualification criteria required to be met are set out in the Instructions to Tenderers. The qualification criteria are given below:
 - a) Financial Criteria-
Average annual turnover of the last 5 years shall not be less than INR – 350.66 Crore.
An escalation rate of 10% p.a. can be applied to annual turnover for past years to arrive at current year turnover value.
 - b) Technical Criteria-
 - (i) Eligible Projects Experience in relation to “Eligible Projects” either fully completed or substantially completed (i.e. 90% of contract value) after January 01, 2017 in India
 - At least one Eligible Project with minimum value of INR 701.31 Crore OR
 - At least two Eligible Projects with minimum value of INR 467.55 Crore each OR
 - At least three Eligible Projects with minimum value of INR 350.66 Crore each

Eligible project experience in respect of each category shall be measured only for Eligible Projects as given below, with a proviso that in order to qualify, at least one project need to be from Category 1:

 1. For a project to qualify as an Eligible Project under Category 1, it shall be either Storm Water / Sewage / Water Pumping Stations OR any infrastructure project built in sea, tidal zones of creek or tidal zones of river.
 2. For a project to qualify as an Eligible Project under Category 2, it shall be an infrastructure project (excluding railways / metros excluding works covered under category 1, telecommunications, power transmission lines, mining and buildings)

The value of the eligible project shall be considered for the above categories as per the factors below:

Category	Multiplication Factor
Category 1	1.00
Category 2	0.80

Each of the eligible project shall be supported by one work order or one work experience certificate.

- (ii) Eligible project experience of the Pump Manufacturer on the Gate Pump solution proposed shall be:
- The parent company shall be manufacturer of gate pumps at least for the last 7 years and should have a minimum turnover of Rs.74.77 crores in the last 5 years.
 - The Company should have at least established its presence in India in the last 7 years
 - The parent company shall have successfully manufactured and supplied gate pumps of minimum capacity of 6 cum/sec to at least 2 projects anywhere in the world which is working satisfactorily for at least 1 (one) year as on date of invitation of the tender.

The Pump Manufacturer shall fill all referenced projects information as required and the bidder shall submit a Memorandum of Understanding on Rs. 500/- Non judicial Stamp Paper duly notarised with the Pump manufacturer.

If the work is awarded to the Bidder, immediately afterwards, within one month of issue of letter of acceptance, the Pump manufacturer will have to form a legal entity in the form a Special Purpose Vehicle (SPV) with an office in India for the sole purpose of execution, operation and management of this project. This SPV shall sign a tri-patriate collateral warranty agreement with the Employer and Contractor. The SPV shall also provide a performance security on its behalf from any bank indicated in ITT Clause 19(1), for an amount of Rs.74.77 crores valid till the end of the operations period. The performance security will be released proportionately after successful completion of operation every year. The SPV will have to provide evidence to MCGM to establish that the equity infusion into the SPV is made by the Pump Manufacturer.

- The Contractual agency shall be reputed, multidisciplinary Engineering organizations i.e. eminent firm, Proprietary/Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies' Act 2013, the contractors registered with the Municipal Corporation of Greater Mumbai, (MCGM) in Class I(A) as per New Registration Rules 2015-16 (excluding those who are blacklisted or against whom F.I.R. has been filed) or those having equivalent or more work experience from Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings works, will be allowed subject to condition that, the contractors who are not registered with MCGM, shall apply for registration with MCGM (in same class, equivalent to MCGM) within three months from the date of issue of work order, failing which a penalty of 0.1% of contract cost or Rs.10,000/- whichever is more will be recovered/ deducted from the contractors payment/ Bill by the executing department.
- Bidding Process will comprise of THREE stages.

The application form can be downloaded from MCGM's portal (<http://portal.mcgm.gov.in>) on payment of Rs.-10,400.00+ applicable GST. The applicants not registered with MCGM are mandated to get registered (Vendor Registration) with MCGM for e-tendering process &

obtain login credentials to participate in the online bidding process.

- To download the application form, for those applicants not having vendor registration, need to apply first for vendor registration at the office of Account Officer (FAR), 3rd floor, Municipal Headquarter.
- Followed by SRM login ID and password to be obtained from Central Purchase Department (CPD), Office at Byculla, Bakariadda, Mumbai.
- For e-Tendering registration, enrollment for digital signature certificates and user manual, please refer to respective links provided in 'Tenders' tab. Vendors can get digital signature from any one of the Certifying Authorities (CA's) licensed by controller of certifying authorities namely, Safes crypt, IDRBT, National informatics center, TCS, CUSTOMS, MTNL, GNFC and e-Mudhra CA.

Sr No	Ward	Name of the Work	Earnest Money Deposit (in Rs.)	Class	Time Period	Cost of Blank e-Tender form
1	Mithi (G/N, H/E, H/W)	e-tender no:- 7200032210 ES-433 Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining wall and Service Road), Beautification including Promenades and Allied Works from Prem Nagar outfall, Kurla to Mahim Causeway	Rs. 11,68,85,000.00	Class I(A) as per new registration rule 2015	36 Months (Including Monsoon)	Rs.- 10400 + 18% GST

- In terms of the 3 stage system of e-tendering, a Bidder will be required to deposit, along with its Bid, an Earnest Money Deposit as mentioned in above Table (the "EMD"), refundable in accordance to the relevant clause of bid document, from the Bid Due Date, except in the case of the selected Bidder whose Bid Security/EMD shall be retained. The Bidders will have to provide Earnest Money Deposit through the payment gateways while submitting the bids. The Bid shall be summarily rejected if it is not accompanied by the Earnest Money Deposit. The e-tender is available on MCGM portal (<http://portal.mcg.gov.in>) as mentioned in the Header Data of the tender.
- As per THREE Packet systems, the document for Packet A & B is to be uploaded by the bidder in vendors' document online in Packet A, B. Packet A, B & C shall be opened on dates as mentioned in header data. All the responsive and eligible bidders if they so wish can be present at the time of opening of bids, in the office of Dy. Chief Engineer, 5th Floor, Pant Nagar Garage Building, Behind Pant Nagar BEST Depot, Ghatkopar (East).
- The Packet C shall be opened if bids submission in Packet A & B satisfies / includes all the requirements and same are found acceptable to the Authority.

Date of Issue and sale of Tender	01.06.2022 from 11:00 Hrs.
Pre-Bid Meeting	10.06.2022 on 11:00 Hrs.
Last date & time for sale of tender & Receipt of Bid Security Deposit /EMD	29.06.2022 up to 12:00 Hrs
Submission of Packet A, B & Packet C (Online)	30.06.2022 upto 16:00 Hrs
Opening of Packet A	01.07.2022 up to 16:15 Hrs

Opening of Packet B	15.07.2022 up to 16:15 Hrs
Opening of Packet C	10.08.2022 at 15:00 Hrs in Office of Ch.E(SWD), zero floor, MCGM Engineering Hub, Worli, Mumbai.

10. The Pre-bid meeting for above subject work codes shall be held on date 10.06.2022 at 11.00 Hrs in the conference Hall at Municipal Engineering Hub Bldg., Zero floor, Dr. E. Moses road, Worli ,Mumbai – 400 018 under the chairmanship of A.M.C.(Projects). The venue/change of timing of the same, if any, shall be displayed on the notice board in the office of Ch.E. (S.W.D.) / Dy.Ch.E.(SWD)ES for the above Tender.
11. Tenderers having any queries shall put up in writing in the office of Dy. Chief Engineer (S.W.D.) E.S. or through email at ee02.swd@mcgm.gov.in latest by 08.06.2022 upto 16:30 Hrs. Tenderers shall note that no fresh queries will be entertained at the time of prebid meeting.
12. The Municipal Commissioner reserves the right to reject all or any of the e- tender(s) without assigning any reasons at any stage.
13. The dates and time for submission and opening the bids are as shown in the above table. If there are any changes in the dates the same will be displayed on the MCGM Portal. (<http://portal.mcgm.gov.in>)
14. The Applicants interested for the above referred works may contact the Dy. Chief Engineer (S.W.D.) E.S. at the following address on any working day during office hours.
- Office of : Deputy Chief Engineer (Storm Water Drains) E.S.
Municipal Transport Garage Bldg., 5th floor,
Behind Pantnagar Bus Depot,
Ghatkopar (E),Mumbai – 400 075.
15. The applicants may wish to visit the Mithi River sites for above subject tenders, which are located in H/East Ward, H/ West Ward, and G/ North Ward, can collect the information of the present status from the department who have invited the bids.
16. The MCGM reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof. The information regarding above subject matter is available on Website of MCGM. (<http://portal.mcgm.gov.in/tenders>).
17. Joint Venture (JV) of maximum 3 firms are allowed in this tender.

Sd/- 30.05.2022

Dy. Chief Engineer (SWD) E.S.

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PART A –INTRODUCTION

1 GENERAL

- 1) The Municipal Corporation of Greater Mumbai (“**MCGM**” or the “**Employer**”) is requesting online e-tenders for the project described in the **Tender Data Sheet** (the “**Project**”).
- 2) Tenderers must have already executed projects of a similar nature and magnitude and must demonstrate appropriate construction and operational experience and capability, technical competence, organizational ability and the financial strength required for executing work of this nature.
- 3) In the event that a single party does not have all the necessary competence, the Tenderer may be a Joint Venture (JV) of not more than three organisations that jointly have the required competence.
- 4) Defined terms used in these Instructions to Tenderers are set out in ITT56.

2 SCOPE OF CONTRACT

The scope of the Contract is described in the Tender Data Sheet (Appendix A).

3 ELIGIBLE TENDERERS

Tenderers that can demonstrate, having a financial background as specified below and experienced in large infrastructure projects, are invited to tender for this work by submitting a completed Tender Submission. The detailed qualification criteria required to be met are set out in the Instructions to Tenderers. The qualification criteria are given below:

3.1 Financial Criteria-

Average annual turnover of the last 5 years shall not be less than INR – 350.66 Crore.

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

3.2 Technical Criteria-

- (i) Eligible Projects Experience in relation to “Eligible Projects” either fully completed or substantially completed (i.e. 90% of contract value) after January 01, 2017 in India
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Each of the eligible project shall be supported by one work order or one work experience certificate.

- (ii) Eligible project experience of the Pump Manufacturer on the Gate Pump solution proposed shall be:
- The parent company shall be manufacturer of gate pumps atleast for the last 7 years and should have a minimum turnover of Rs.74.77 crores in the last 5 years.
 - The Company should have at least established its presence in India in the last 7 years
 - The parent company shall have successfully manufactured and supplied gate pumps of minimum capacity of 6 cum/sec to at least 2 projects anywhere in the world which is working satisfactorily for at least 1 (one) year as on date of invitation of the tender.

The Pump Manufacturer shall fill all referenced projects information as required and the bidder shall submit a Memorandum of Understanding on Rs. 500/- Non judicial Stamp Paper duly notarised with the Pump manufacturer.

If the work is awarded to the Bidder, immediately afterwards, within one month of issue of letter of acceptance, the Pump manufacturer will have to form a legal entity in the form a Special Purpose Vehicle (SPV) with an office in India for the sole purpose of execution, operation and management of this project. This SPV shall sign a tri-patriate collateral warranty agreement with the Employer and Contractor. The SPV shall also provide a performance security on its behalf from any bank indicated in ITT Clause 19(1), for an amount of Rs.74.77 crores valid till the end of the operations period. The performance security will be released proportionately after successful completion of operation every year. The SPV will have to provide evidence to MCGM to establish that the equity infusion into the SPV is made by the Pump Manufacturer.

3.3. Not Used

3.4 Bid Capacity:

The bid capacity of the prospective bidders will be calculated as under:

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

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 i.e works executed within 1st April 2015 to 31st March 2020.

N = Number of years prescribed for completion of the Project/Works, **excluding including** 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 misleading 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, or financial failures etc.

3.5 The eligibility criteria listed in this clause shall apply to the Tenderer, including all members constituting the Tenderer and identified in the Tenderer's Submission (the "Party" or "Parties").

- a) A Tenderer may have the nationality of any country unless otherwise stated in the Tender Data Sheet (TDS). A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen, or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation or documents of constitution, and its registration documents.
- b) A Tenderer shall be a private, public or government owned legal entity, or any combination of them in the form of a Joint Venture (JV). In the case where the Tenderer is a JV, it shall comply with the additional requirements as set out in the Tender Data Sheet (TDS).
- c) A Party can participate in only one Tender in this Tender Process, either individually or as a member of a JV. A Party which participates in more than one Tender will cause all the Tenders in which the Party has participated to be disqualified.
- d) Tenderers and all Parties constituting the Tenderer shall not have a Conflict of Interest as described in the Tender Data Sheet (TDS). Tenderers shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to rejection of the Tender, or eventual termination of the Contract.
- e) Firms / Tenderers not eligible to submit tender:
 - i) Any entity which is barred/blacklisted as on date of Invitation of Tender by the Central/State Governments, or any entity controlled by it, from participating in any project.
 - ii) Any entity which is barred/blacklisted as on date of Invitation of Tender by the World Bank, JICA or any other International Financing Institution, from participating in any project.
 - iii) Any Tenderer OR any of the JV Partners OR Original Equipment Manufacturer/ Technology Provider associating with any tenderer that has been expelled from any project or contract by any public entity in last 5 (five) years till the award of the contract.
 - iv) Tenderers shall not be under execution of a Bid Securing Declaration or have forfeited their Bid Security in the Republic of India in the past 5 (five) years till the award of the contract.
 - v) Tenderers OR any of the JV Partners OR Original Equipment Manufacturer/ Technology Provider associating with any tenderer shall not have been

debarred/blacklisted as i and ii above till the award of the contract.

- vi) Having failed to perform on any contract in last 5 (five) years till the award of the contract as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Tenderer as the case maybe.

Non Performance / Failure to Perform shall be based on all information on fully settled dispute OR litigation that has been resolved in accordance with the Dispute Resolution mechanism under the respective contract and where all appeal instances available to the tenderer have been exhausted.

- f) The tenderers shall mandatorily submit a undertaking on Rs. 500/- stamp paper regarding 3.5 li, ii, iii, iv, v and vi above. If a tenderer having action under 3.5 li, ii, iii, iv, v and vi above, submits a tender by hiding the facts, they shall be liable for forfeiture of EMD and disqualification.

- g) Technical Personnel: -

The contractor and/or its managerial staff should have qualification/experience appropriate to the function they fulfill as specified in Volume 2. The minimum standard shall be increased by asking that at least one number or more of the contractor or its managerial staff have acquired qualifications or work experience to the needs of the contract. The minimum standard may also state that the person or persons responsible for managing the works must have a minimum of no's of years' experience working on similar nature of projects.

Minimum Requirement of Technical Staff for this work :

Requirement of Technical staff (Major + Minor component)		Minimum Experience (years)	Designation
Qualification	Number		
i) Graduate Engineer (Major Component)	1	20	Project Manager in Major Discipline of Engineering
ii) Graduate Engineer	2+1	12	Deputy Project Manager in Major Discipline of Engineering
iii) Graduate Engineer or Diploma Engineer	4 2	5 10	Project/ Site Engineer
iv) Graduate Engineer	1+1	8	Quality Engineer
v) Diploma Engineer	1	8	Surveyor
vi) Graduate Engineer	1+1	6	Project planning/ Billing Engineer
vii) Design Engineer	1		
Viii) M&E Engineer	1		
Additional Technical personnel (Microtunneling / HDD equipment operators)			
Operator	Number	Min. Experience	
Master Operator (One for each machine+ one additional)	3	shall have driven HDD machines between 100 mm and above (similar to the tunneling equipment proposed for the project) for a length of at least 1000 meter in hard rock having UCS 250Mpa	
Assistant Operator (One for each machine+)	3	shall have driven HDD machines between 100 mm and above (similar	

one additional)		to the tunneling equipment proposed for the project) for a length of at least 500 meter in hard rock having UCS 250Mpa
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Notes:

- 1) The tenderer shall deploy additional technical staff/ manpower as per the need of the project and as directed by Employer's representative for which no extra payment will be made.
- 2) The contractor shall appoint liaison officer for pursuing matters with the MMRDA, CRZ, MCZMA, MRDPA, concerned Dy. Collector (Encroachment), concerned Municipal authorities, City Survey office, Reliance Energy, Tata power, Traffic Police or any other concerned offices for expediting encroachment / hurdles removal work from the alignment of Nalla system.
- 3) Scanned self-attested duly digitally signed/Attested copies of qualification certificates and details of work experience shall be submitted and uploaded in Packet B.

h) Equipment Capability:

- i) The bidder shall own equipments or shall have assured access (through hire/lease and by other commercial means), in full working order, as listed below to qualify this bid.(Supporting documents should be uploaded)

Sr.No.	Equipment	Minimum required nos. On ownership or Assured access
1	Vibratory Roller	3
2	Power Generator	3
3	Poclaim (Excavator)	3
4	JCB/Loader	3
5	Dumpers/ Tipper	20
6	Dozer	2
7	Needle Vibrator	8
8	Dewatering Pump	5
9	Portable Generator (minimum 40KVA)	4
10	H.D.P.E. Pipe welding machine	2 sets
11	Vibratory Roller, Minimum 10 t	2
12	Sensor Paver	2
13	Electro Power Impactor (EPI) for rock fragmentation by using pulse plasma technology.	1
14	HDD Machine capable of	2

	drilling in Rock of UCS 250Mpa.	
15	Mobile Crane 20 tons capacity	2
16	Hydra	2
17	Compressor with Chisel	2
18	Splitter Machine with operator	2
19	Computerized Batch mix Asphalt Plant Capacity min. 80 M.T. per hr OR Drum mix Plant Capacity min. 40/60 M.T. per hr.	1
20	R.M.C. Plant (computerized) – Capacity 60 Cu. M. Perhr.	1
21	Buried Services Locator.	1
22	Grouting pump (min 20psi pressure)	1
23	Suspended Cable- Individual epoxy coated ply of pre-stressing strand as per GB/T 25823-2010 specification with Integral swaging anchorage.	Tenderer should submit memorandum of understanding (MOU) with a specialized manufacturing agency / firm.

NOTE:

- a) It shall be noted that tenderer must demonstrate that based on known commitments, the equipment shall be made available for timely use till the completion of entire project work. In case of assured access, the tenderer should submit memorandum of understanding (MOU) with a specialized manufacturing agency / firm as per requirement.
- b) The minimum suggested major equipments prior to bidding of this bid and mandatorily to begin with for execution of works in accordance with the prescribed construction schedule are shown in the above list. The contractor shall mobilize prior to bidding of this bid, to qualify the bid, equipment as above and mandatorily during the contract implementation, also additional equipment as directed by Employer's representative.

3.6 Tenderers shall provide such evidence of their eligibility satisfactory to the Employer, as the Employer shall reasonably request.

3.7 In case if Joint Venture is allowed for the Project, the guidelines for JV as follows shall be incorporated in the Tender Document:

- a) Separate identity/name shall be given to the Joint Venture firm.
- b) Number of members in a JV firm shall not be more than three.
- c) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- d) The tender form shall be purchased and submitted in the 'name of the JV firm or any constituent member of the JV.

- e) Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.
- f) One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members.
- g) A copy of Letter of Intent or Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligation shall be furnished in the agreement.
- h) Once the tender is submitted, the agreement shall not be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this agreement shall be extended till the currency of the contract expires.
- i) Approval for change of constitution of JV firm shall be at the sole discretion of the MCGM. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.
- j) Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the course of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.
- k) On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.
- l) On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the MCGM before signing the contract agreement for the work. (This agreement format should invariably be part of the tender

condition). In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint venture agreement shall have, inter-alia, following clauses:-

- (i) Joint and several liability - The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (MCGM) for execution of the project in accordance with General and Special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the MCGM during the course of execution of the contract or due to no execution of the contract or part there- of.
 - (ii) Duration of the Joint Venture Agreement -It shall be valid during the entire period of the contract including the period of extension if any and the maintenance period after the work is completed.
 - (iii) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
 - (iv) Authorized Member -Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said ten- der/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.
 - (v) No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer in respect of the said tender/contract.
- m) Documents to be enclosed by the JV firm along with the tender:
- i. In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:
 - a. Notary certified copy of the Partnership Deed,
 - b. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
 - c. Power of Attorney (duly registered as per prevailing law) in favor of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.
 - ii. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
 - a. Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.
 - iii. In case one or more members is/are limited companies, the following documents shall be submitted:
 - a. Notary certified copy of resolutions of the Directors of the Company, permitting

the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

- b. Copy of Memorandum and articles of Association of the Company.
- c. Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.
- n) All the members of the JV shall certify that they have not been black listed or debarred by MCGM from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members / partners.
- o) Credentials & Qualifying criteria: Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfillment of the ~~following~~ criteria listed in Appendix C.:-

~~Technical eligibility criteria:-~~

~~At least one member should have satisfactorily completed 35% of the value of any one component of the project work so as to cover all the components of project work or any member having satisfactorily completed 35% of the value of work of each component during last seven financial years.~~

~~Financial eligibility criteria:-~~

~~The average annual contractual payments received by the JV firm or the arithmetic sum of average annual contractual payments received by all the members of JV firm, in proportion to their share in JV, in last three financial years shall be at least 30% of the estimated value of the work as mentioned in the tender. (circular ChE/BM/15600/HIC/9.1.2019).~~

4 INVALIDATION OF TENDER

Tenderers shall comply with these Instructions to Tenderers when preparing their e-Tender Submissions. The Tenderers' attention is drawn to the fact that non-compliance with such instructions may, and in stated circumstances shall, invalidate their Tender.

5 LANGUAGE OF TENDER

All correspondence in relation to this Tender, and the Contract when placed, shall be in the language set out in the Tender Data Sheet. The Contract when placed for signature shall be drawn up in the language set out in the Tender Data Sheet.

6 TENDER CURRENCY - INDIAN RUPEES (INR)

Tenderers shall enter the prices and rates in the Pricing Schedules in the currency set out in the Tender Data Sheet and completed to two decimal places.

PART B – TENDER DOCUMENTS AND BACKGROUND INFORMATION**7 DISCLAIMER :**

The information contained in this e-tender document or provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Municipal Corporation of Greater Mumbai (MCGM), hereafter also referred as “The Authority”, or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided. This e-tender includes statements, which reflect various assumptions and assessments arrived at by the Municipal Corporation of Greater Mumbai (MCGM) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This e-tender may not be appropriate for all persons, and it is not possible for the Municipal Corporation of Greater Mumbai (MCGM), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e-tender may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain independent advice from appropriate sources. Information provided in this e-tender to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Municipal Corporation of Greater Mumbai (MCGM) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here. The Municipal Corporation of Greater Mumbai(MCGM), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicants for participation in the Bidding Process. The Municipal Corporation of Greater Mumbai (MCGM) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender. The Municipal Corporation of Greater Mumbai (MCGM) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender. The issue of this e-tender does not imply that the Municipal Corporation of Greater Mumbai (MCGM) is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Municipal Corporation of Greater Mumbai (MCGM) reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Municipal Corporation of Greater Mumbai (MCGM) or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Municipal Corporation of Greater Mumbai(MCGM) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

TENDER DOCUMENTS

- 1) The Tender Documents comprise the following documents, or as may be later amended by Addendum issued pursuant to ITT14:
 - a) Letter of Invitation to Tender;
 - b) Instructions to Tenderers, including the appendices listed in the **Tender Data Sheet** (including, for clarity, the draft contract (the “**Contract**”)).
- 2) The “General Conditions” which are the “Conditions of Contract for Design, Build and Operate Projects First Edition 2008” are not provided as part of the Tender Documents to Tenderers. Tenderers may procure the General Conditions directly from FIDIC.

8 BACKGROUND INFORMATION

- 1) Any site investigation, testing, and sampling data provided by the Employer in the Background Information are provided for information only. As set out in Sub-Clause 4.10 of the Conditions of Contract, the Employer is not responsible for variations from this data encountered by the Contractor on Site.
- 2) Flows and characteristics of sewage is annexed in Volume 5 Background Information.
- 3) Except as explicitly provided in the Contract, the Employer does not represent or warrant the accuracy or completeness of any information set out in the Tender Documents (incl. any site investigation, testing, and sampling data) or made available to Tenderers as Background Information or of any other background or reference information or documents prepared by the Employer or by third parties and which may be made available to Tenderers by or through the Employer. Tenderers shall make such independent assessments (excluding investigations on the site) they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Tenderers on any and all such information shall be at the Tenderer’s sole risk and without recourse against the Employer.
- 4) Each Tenderer is solely responsible, at its own cost and expense, to carry out its own independent assessment, due diligence, or to seek independent advice, considered necessary by the Tenderer to satisfy itself as to all existing conditions affecting the Project or the Contract. The Tenderers’ obligations set out in this ITT 8 apply irrespective of any Background Information or information contained in the Tender Documents or in responses to any questions provided by the Employer.
- 5) It shall be the responsibility of the Tenderers/Contractors to get acquainted with, accountable for and fully responsible for all local / Indian rules and regulations, conditions in respect of following including compliance of the same in totality, submitting applications and seeking approvals of concerned competent authority whenever / wherever necessary;
 - a) Disposal of Wastewater/Treated Wastewater
 - b) Storage, handling, transportation and disposal of screening, grits, sludge, debris and solid wastes
 - c) Safety,
 - d) Labour laws,
 - e) Factory inspector / Electrical inspectors
 - f) Taxes (Including but not limited to GST)
 - g) Cess and Royalties

9 INFORMATION TO BE CONSIDERED BY TENDERER

- 1) In order to enable them to submit their e-Tender Submissions, Tenderers shall obtain all information that they require to enable them to properly design, build and operate the Works. Tenderers shall be deemed to have inspected the existing site and works and made itself fully aware of its condition before submitting its e-TenderSubmission.
- 2) Although the Background Information as described in ITT 8 is believed to have been obtained and recorded with all reasonable care and diligence, the Tenderers' attention is drawn to the provisions and requirements of Sub-Clause 4.10 of the Volume 1 of Conditions of Contract with respect to all information provided by the Employer for the Tenderers' information, including the BackgroundInformation.

PART C – TENDER PROCESS

10 REQUEST FOR CLARIFICATION AND ENQUIRIES, AMBIGUITY, DISCREPANCY, ERROR OR OMISSION

- 1) Tenderers shall immediately notify the Contact Person in writing, no later than 28 days prior to the Submission Deadline, of any ambiguity, discrepancy, error or omission in or between the Tender Documents. The Employer shall consider the notification and shall, within 14 days of receipt, issue to all Tenderers a clarification, and, if the need to modify or add to the Tender Documents has arisen, shall issue an Addendum pursuant to ITT14.
- 2) Tenderers shall make all requests for clarification or enquiries in writing no later than 28 days prior to the Submission Deadline. The Employer shall respond within 14 days of receipt of the request or enquiry. Enquiries and responses will be supplied to all Tenderers without identifying the source of the enquiry.
- 3) Tenderers may submit requests for revision to the Tender Documents and, in particular, to the Contract, no later than 28 days prior to the e-Tender Submission Deadline. Tenderers shall not submit requests for revision or comments on the Tender Documents as part of their e-Tender Submission. Requests for revisions or comments on the Tender Documents are to be provided in chart form with columns for document name, relevant section numbers, proposed changes, and rationale in separate column for proposed changes. The Employer is not obliged to respond to each comment made by Tenderers under this ITT 10(3) and the Employer is not obliged to provide all comments made by Tenderers under this ITT 10(3) to the other Tenderers. If the Employer accepts a comment, or part of a comment, and that acceptance requires a change to the Tender Documents, the Employer shall implement that change by Addendum.
- 4) The above ITT 10(1), (2) and (3) shall apply unless otherwise notified by the Employer in writing during the Tender period.

11 COMMUNICATIONS

- 1) Any communications from the Employer in connection with the Tender shall be provided by the means set out in the **Tender Data Sheet**.
- 2) Any communications from Tenderers to the Employer in connection with the Tender should be in writing and forwarded to the Employer's representative set out in the **Tender Data Sheet** (the "**Contact Person**").
- 3) The Employer will not disclose information relating to the evaluation of e-Tender Submissions and recommendation of Contract award to Tenderers or any other persons not officially concerned with the Tender Process until the Employer communicates information on Contract award to all Tenderers.
- 4) Any attempt by a Tenderer to influence the Employer in the evaluation of the e-Tender Submissions or Contract award decisions which are considered fraudulent or corrupt practices as defined under ITT 55 shall result in the rejection of its Tender.
- 5) Notwithstanding this instruction, from the Submission Deadline to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the Tender Process, the Tenderer may do so in writing only to the Contact Person.

12 PRE-TENDERMEETING

- 1) An official representative of each Tenderer will be invited to attend a pre-tender meeting (“**Pre-Tender Meeting**”) with the Employer and all of the other Tenderers collectively. No individual meetings will be permitted. The time and location of the Pre-Tender Meeting will be advised by the Employer early in the TenderProcess.
- 2) The purpose of the Pre-Tender Meeting is to provide Tenderers an opportunity to clarify any matters pertaining to the Tender Process and to the Tender Documents. Tenderers are requested to submit questions in writing by e-mail with PDF and Word copy of the same preferably at least 3 (three) working days prior to the Pre-Tender Meeting, to the Contact Person to facilitate a response at the Pre-TenderMeeting.
- 3) Minutes of the Pre-Tender Meeting, including the text of the questions raised and the responses given together with any responses prepared after the Pre-Tender Meeting will be transmitted as soon as is practicable to all Tenderers. Any modifications to the Tender Documents which may become necessary as a result of the Pre-Tender Meeting shall be made by the Employer exclusively through the issuance of an Addendum pursuant to ITT14.
- 4) Non-attendance at the Pre-Tender Meeting will not be a cause for disqualification of aTenderer.

13 SITE VISITS BYTENDERER

- 1) Each Tenderer is required to visit the Site of the proposed Works prior to submitting an e-Tender Submission. Tenderers shall obtain prior permission to visit the Sites by contacting the ContactPerson.
- 2) Each Tenderer shall visit the Site on the understanding that the Employer will grant permission to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Employer shall not be liable in any way for the death of or personal injury to the Tenderer’s personnel or representatives, loss of or damage to property and any other loss, damage, costs and expenses incurred by the Tenderer as a result of the inspection. The Tenderer shall hold current insurances capable of providing indemnity against theserisks.
- 3) Each Tenderer shall examine the Site, surrounding areas and all other relevant locations to enable the Tenderer to properly design, construct and operate the Works, to submit a complete e-Tender Submission and to enter into theContract.

14 ADDENDA /CORRIGENDUM

At any time prior to 7 days before the Submission Deadline, the Employer may issue an Addendum and/or Corrigendum by the means set out in ITT 11 on MCGM portal. Any such Addendum and Corrigendum shall then become part of the Tender Documents and shall be treated as such by the Tenderer. No statement issued or made by the Employer or its representatives, whether orally or in writing, during the Tender period shall have any contractual validity unless they are included in an Addendum and or Corrigendum on MCGMportal.

The Tenderer shall incorporate any Addenda and Corrigendum to the Tender Documents issued in accordance with these Instructions to Tenderers into its e-Tender Submission and the Tenderer shall acknowledge issued Addenda/Corrigendum in the Letter of Tender.

15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

- 1) Except so far as is required by ITT 16 and ITT 43, Tenderers shall keep, and shall cause their employees, subcontractors, advisors, representatives and agents to keep, the Tender Documents and all other information and correspondence with respect to either the Project or the Tender Process confidential and shall not disclose any such documents or information to any third party without the Employer's prior written approval; provided, however, that a Tenderer may disclose such information to third parties to the extent necessary for such Tenderer to prepare its e-Tender Submission if such third party agrees in writing to keep all such information and documents confidential. Tender Documents are the property of the Employer and are lent to the Tenderers for the purpose of preparation and submission of their e-Tender Submissions only. The Tender Documents may not be copied or used for any other purpose.

16 RIGHT TO INFORMATION ACT 2005

- 1) Tenderers are advised that the Employer is subject to the requirements of the *Right to Information Act 2005* (the "**Act**"). If a Tenderer considers that any of the information supplied with their e-Tender Submission is either commercially sensitive or confidential in nature, this shall be highlighted and the reasons for its sensitivity specified. In such cases, the relevant material shall, in response to a request under the Act, be examined in the light of the exemptions provided for in the Act.
- 2) The Employer will consult with the Tenderer about any such sensitive information before making a decision on any freedom of information request received.
- 3) In the event that the Employer determines that it must release, in accordance with the Act, particular information relating to the e-Tender Submission which has been identified as sensitive, the Tenderer will have the option of appealing this determination. Tenderers are advised to obtain advice with respect to the Act, and if no information is identified by the Tenderer as sensitive, with supporting reasons, then it is likely to be released in response to a request under the Act.
- 4) The Tenderers shall note that the Employer may make public the amount of all e-Tender Submissions and may publish the name of the successful Tenderer.

17 COST OF TENDERING

- 1) The Tenderer shall bear all costs and expenses of any kind whatsoever incurred by it relating to any aspect of its participation in this Tender Process.
- 2) The Employer is not liable to pay any costs or expenses of any kind whatsoever of any Tenderer or to reimburse or compensate a Tenderer for costs or expenses of any kind whatsoever in respect of its participation in the Tender Process, including its costs of e-Tender Submission preparation and submission, regardless of the outcome of the Tender Process.

PART D – E-TENDER SUBMISSION AND CONTENT REQUIREMENTS

18 E Tendering Online Submission Process :

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

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

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

Start Date read as “Sale Date”

End Date read as “Submission Date”

Supplier read as “Contractor/bidder”

Vendor read as “Contractor/bidder”

Vendor Quotation read as “Contractors Bid/Offer”

Purchaser read as “Department/MCGM”

- I. Before entering in to online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links. For this, the contractors can access through Supplier registration via MCGM Portal. There are two methods for this registration :(II and III)

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

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

III. Online Self Registration (Temporary registration for applicant not registered with MCGM)

- a) Vendor fills up Self Registration form via accessing MCGM portal.
- b) Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.

c) Accepted Vendor receives User ID creation email with Link on his supplied mail Id.

d) Vendor creates his User ID and Password for e-tendering application.

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

1) Access e-tender link of SRM Portal

2) Log in with User ID and Password

3) Selects desired Bid Invitation (he wants to bid)

4) To download tender documents contractors will have to pay online Tender fee. The same can be done by accessing Pay Tender Fees option. By this one will be able to pay Tender fee through Payment Gateway-If transaction successful, Contractors can register his interest to participate. Without Registration one cannot quote for the Bid/Tender.

5) Applicant will download Tender Documents from Information from purchaser tab by accessing Purchaser document folder through collaboration 'C' folder link.

6) Applicant will upload Packet A related and Packet B related Documents in Packet A and Packet B folder respectively by accessing these folders through "My Notes" Tab and collaboration folder link.

7) All the documents uploaded have to be digitally signed and saved. Contractors can procure there digital signature from any certified CA's in India.

8) Bid security deposit/EMD and ASD, if applicable, should be paid online as mentioned in tender.

9) For commercial details (in Packet C) contractors will fill data in Item Data tab in Service Line Item via details and quotes his "Percentage Variation" (i.e.% quoted) figure.(If entered '0' it will be treated as at par. By default the value is zero only.

10) Applicants to check the bid, digitally signs & save and submit his Bid Invitation.

11) Applicants can also save his uploaded documents/commercial information without submitting the BID for future editing through 'HOLD' option.

12) Please note that "Hold" action do not submit the Bid.

13) Applicants will receive confirmation once the Bid is submitted.

14) Bid creator (MCGM) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.

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

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

The e-tender is available on MCGM portal, <http://portal.mcgm.gov.in>, as mentioned in the Header Data of the tender. The tenders duly filled in should be uploaded and submitted online

on or before the end date of submission. The Packet 'A', Packet 'B' & Packet 'C' of the tenderer will be opened as per the time-table shown in the Header Data in the office of Dy.Ch. Eng.(S.W.D.) E.S. The Municipal Commissioner reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as shown in the Header Data. If there are any changes in the dates the same will be displayed on the MCGM Portal (<http://portal.mcgm.gov.in>).

E-TENDER SUBMISSION

- 1) All documents uploaded for online submission must be digitally signed and self-attested by the person duly authorized to digitally sign on behalf of the Tenderer. Each page of the e-Tender shall be digitally signed. Failure to comply with these requirements shall result in disqualification of the Tenderer.
- 2) NotUsed
- 3) Each Tenderer shall submit one e-Tender.
- 4) The soft copy of e-Tender Submission shall be set out in the **Tender Data Sheet** with bid invitation number.
- 5) NotUsed
- 6) If the information, data, design to be uploaded by tenderer in e-tender submission is of more than 10 MB size, the files (Information, Data, Design) shall be split into 10 MB or lesser size and uploaded serially to form a sequence of the understandable document.

19 TENDER SECURITY

- 1) The Tenderer shall furnish as part of its e-Tender Submission a Tender Security in the amount, currency and form set out in the Tender Data Sheet
- 2) Any e-Tender Submission not accompanied by the tender security shall be deemed invalid and shall be rejected by the Employer.
- 3) The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits
- 4) The Bid Security/ EMD/ASD of L-3 and downwards shall be refunded immediately after opening of financial bid but, the EMD/ASD submitted by the L-2 bidder will be returned after obtaining Standing Committee Resolution.
- 5) The Employer shall be entitled to draw on the tender security and the Tenderer shall forfeit its tender security if:
 - a) A Tenderer withdraws its e-Tender Submission during the period of tender validity set out in ITT 40; or
 - b) A Tenderer fails to accept corrections in accordance with ITT 48;
 - c) The successful Tenderer fails to:
 - (i) Sign the Contract in accordance with ITT 51; or
 - (ii) Furnish the documents, including Performance Bank Guarantee, in accordance with ITT 49.

- d) For non-curable defects, 10% of the Tender Security shall be forfeited and tender shall be liable for rejection. However, no rejections and forfeiture shall be done in case of curable defects.

Note:

- I) Curable Defect shall mean shortfalls in submission such as:
- A. Non-submission of following documents,
 - 1) Valid Registration Certificate
 - 2) Valid Bank Solvency
 - 3) Goods and Service Tax (GST) Registration Certificate
 - 4) Certified Copies of PAN documents and photographs of individuals, owners, etc.
 - 5) Partnership Deed and any other documents
 - 6) Undertakings as mentioned in the tender document.
 - 7) Litigation history
 - II) Non-curable Defect shall mean
 - A. Inadequate submission of tender security amount.
 - B. Wrong calculation of Bid Capacity,
 - C. No proper submission of experience certificates and other documents, etc.
 - D. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.
 - E. In-adequacy/non-compliance in technical submissions w.r.t to tender document.
- 6) An e-Tender Submission may be submitted by:
- a) A single entity as the Tenderer; or
 - b) A joint venture, consisting of maximum 3 (three) entities, firms or individuals combining their resources in a joint venture to form the Tenderer and, if successful, to enter into and perform the Contract jointly (aJV/SPV).

The tender security of a JV shall be in the name of the JV that submits the e-Tender Submission provided that the JV has been legally constituted as a separate entity prior to the Submission Deadline. If the JV has not been legally constituted as per the law of the land to form a separate legal entity prior to the Submission Deadline, the online tender security of Rs. **11,68,85,000.00** (INR Eleven Crore Sixty eight Lakhs Eighty five Thousand) shall be paid by and in the name of the lead member. The lead member shall complete Vendor Registration as per Employer's prescribed procedures (as per sr. nos 6 and 7 of NIT and other related clauses of ITT) prior to submission of tender. JV legal name shall appear in tender form nos. 1.1 and 1.2. In case of award all members should complete registration formalities.

20 INFORMATION TO BE SUBMITTED WITH THE E-TENDER SUBMISSION

- 1) In order to ensure standardization of the e-Tender Submissions and in order to assist the Tenderers, Appendix B to these Instructions to Tenderers contains a brief description of the e-Tender Submission requirements. The Tenderer shall submit its e-Tender Submission in the format of the e-Tender Submission Volumes (TSV) contained in Appendix B to these Instructions to Tenderers.

- 2) The Tenderer shall ensure that Appendices D and E of this ITT are fully completed and submitted with the e-TenderSubmission.
- 3) The Tenderer shall ensure that there is no reference to, or restating of, tender prices or rates in any TSV except TSV 1 of the e-TenderSubmission.
- 4) The Tenderer shall examine all instructions, forms, terms, and specifications in the Tender Documents to ensure that all information required to comply with these Instructions to Tenderers is included in the e-TenderSubmission.
- 5) Failure by a Tenderer to furnish all information or documentation required by the Tender Documents may result in rejection of its e-TenderSubmission.
- 6) The Tenderer is not permitted to cross-reference other sections of its e-Tender Submission, except for cross-references to drawings and Plant Data Schedules. The Tenderer shall repeat documentation if necessary in order to comply with this instruction.

21 COMPLETION OF QUALIFICATION & TENDER FORMS IN APPENDICES D & E

- 1) Where the Tenderer is required to enter, insert, or complete anything provided in the Qualification and Tender Forms in Appendices D & E, then unless stated otherwise, the entry shall be made legibly in black ink on the TenderForm.
- 2) Except for the insertion of information or completion of the Qualification and Tender Forms as contemplated in the Tender Forms, the Tenderer shall not amend the Qualification or TenderForms.

22 LETTER OF TENDER AND REVIEW OF TENDERDOCUMENTS

- 1) The Tenderer shall complete the Letter of Tender in the form included in Appendix E to these Instructions to Tenderers and return this with its e-TenderSubmission.
- 2) The Tenderer shall review Tender Documents, for clarity, including the draft contract, and including any addenda issued in accordance with ITT 14, and the scope of any permits, licences, approvals and consents which the draft contract requires. By submitting an e-Tender Submission, the Tenderer confirms that it is able to comply with all requirements of the TenderDocuments.

23 PARENT COMPANYGUARANTEE

- 1) If the Tenderer demonstrates compliance with the qualification criteria for this Tender on the basis of the financial strength, experience or qualifications of any parent company or companies, or if the Tenderer is a JV that has formed or will form an SPV to meet the requirements set out in ITT35:
 - a) The Tenderer shall submit, in its e-Tender Submission, an Undertaking to provide a Parent Company Guarantee included in Appendix E to these Instructions to Tenderers completed by each applicable parent company and JV participant;and
 - b) It shall be a pre-condition of the acceptance of an e-Tender Submission that each applicable parent company of the Tenderer or other entity forming part of the Tenderer and each JV participant shall, within the period stated in ITT 49, complete and submit the Form of Parent Company Guarantee in the wording included in the ContractForms.

24 PERFORMANCE BANK GUARANTEE

- 1) The Tenderer shall submit, in its e-Tender Submission, evidence in writing from any bank set out in ITT 19(1) that, if the Tender is successful, the Performance Bank Guarantee as required by the Tender Documents will be made available within the timescales required by the Contract. Such evidence shall be in the form of completed undertaking to provide a Performance Bank Guarantee included in Appendix E to these Instructions to Tenderers.
- 2) The applicable banks will be required to enter into the applicable Performance Bank Guarantee jointly with the Tenderer who is awarded the Contract in the sums set out in the Tender Documents for the due performance of the Contract. Personal sureties will not be accepted by the Employer.
- 3) The Performance Bank Guarantee shall be in the form of the "Form of Performance Bank Guarantee" included in the Contract Forms. The full wording of the proposed Performance Bank Guarantee shall be used, which shall not be different from those included in the Tender Documents.

25 COLLATERAL WARRANTIES

- 1) Tenderers are advised that Collateral Warranties are required by the Employer in accordance with Sub-Clauses 4.27 of the Volume 1 Conditions of Contract. The Tenderer shall complete and sign the undertaking to provide Collateral Warranties included in Appendix E to these Instructions to Tenderers. Where the relevant Sub-contractor/Sub-consultant / technology provider is known at the time of Tender, they shall each sign the said undertaking. The required wording of the Collateral Warranties is included in the Contract Forms.

26 INSURANCES

- 1) Tenderers shall be required to meet the requirements of Clauses 17 (Risk Allocation) and 19 (Insurances) of the Conditions of Contract and the Contract Data.
- 2) In recognition by the Employer that insurance provision can be made in different ways depending on the format of the Contractor, its country of origin, existing insurance terms and what is available in the market at the time of Contract award, the Employer may, in its sole discretion, either accept policies that differ slightly from the provisions specified but provide an acceptable level of cover as determined by the Employer, or, except where not available at the time of Contract award, insist that the Contractor provides the policies as specified. Each Tenderer shall include costs for all insurance required under this ITT 26 and the Contract in its Tender Price.
- 3) Where the required level of cover for insurances is expressed as a minimum, the Tenderers shall provide for an adequate level of insurance cover that meets or exceeds the stated minimum.

27 DEVIATIONS

- 1) The e-Tender Submission may include minor deviations from the Employer's Requirements and specifications in respect of Plant and Materials only if these deviations are considered to provide an equivalent or superior quality solution. These deviations shall be listed on the Form of Proposed Deviations in Appendix E. The Employer will be under no obligation to accept any deviations and the Employer's Requirements and specifications will override in the event of a conflict.

- 2) The Employer reserves the right to reject any deviation and to insist on design criteria and requirements that meet the Employer's Requirements and specifications.

28 PLANT DATA SCHEDULES

- 1) The Tenderer shall complete Plant Data Schedules in the form included in Appendix E to these Instructions to Tenderers and return these with its Tender Submission. The Plant Data Schedules shall contain the main specification details of the Works in a tabular, summarised format.
- 2) The Tenderer shall supplement the Plant Data Schedules with any Plant data included in the e-Tender Submission but that is not set out in the Employer's Requirements.
- 3) a) The Employer strongly recommends the use of non-proprietary treatment processes including biological systems.
b) The Employer is aware that difficulties may arise with third parties in relation to this issue and the use of such proprietary or patented treatment and components should be minimised. In the event a Tenderer chooses to provide a proprietary or patented treatment process or system, attention is drawn to Clause 7.7 of the Conditions of Contract which requires the Contractor to procure and maintain in full force and effect, as necessary, appropriate proprietary rights, patents, intellectual property rights, licenses, agreements and permissions for plant, materials, methods, processes, controls and systems used in or incorporated into the Contract.
- 4) The Tenderer shall identify in the Plant Data Schedule any plant, materials, methods, processes, controls and systems which they propose which utilise or require such agreements and shall identify how these shall be maintained for the entire Contract Period.
- 5) It is mandatory that analytical equipment installed for controlling process parameters shall be maintained by Original Equipment Manufacturer only (OEM)

29 PLANT LOAD SCHEDULES

- 1) The Tenderer shall complete a Plant Load Schedule for each MCC showing for each item the plant rating, number installed, installed load, number connected (at any one time), connected load, peak load, power factor, efficiency, adjusted peak load, utilisation%, energy per day and per annum in last year of the operation period.
- 2) A format for submission of the Plant Load Schedules is included in the tender forms in Appendix E.

30 PLANT AND MATERIALS FOR PAYMENT WHEN DELIVERED TO SITE

- 1) In accordance with Clause 14.6 of the Conditions of Contract, Tenderers shall complete the Form contained in Appendix E of these Instructions to Tenderers for Plant and Materials for payment when delivered to site.

31 NOT USED

32 INSTRUCTIONS FOR COMPLETING APPENDIX F – PRICING SCHEDULES

- 1) The Tenderer shall complete the Pricing Forms in accordance with the instructions contained in Appendix F. The Tenderer should use an indexing and page numbering system such that the extent and completeness of its Pricing Forms is clearly evident.

The Forms shall be signed by the person authorised to do so by the Power of Attorney. All pages shall be initialled by the person authorised to do so by the Power of Attorney. The forms shall then be scanned and uploaded in accordance with the e-Tendering instructions.

- 2) The Employer may, in its sole discretion, reject any e-Tender Submission that does not adhere to the requirements of this ITT 32 and the instructions in Appendix F.
- 3) Prices shall properly cover the full inclusive value of the work covered by that item. The Employer requires rates and charges to be properly balanced to reflect the work covered in each item relating to the Design-Build and the Operation Service and that the balance of the rates and prices entered shall be appropriately apportioned between the Design-Build and the Operation Service.
- 4) If the Employer considers, in its sole discretion, that a Tenderer's rates or prices are abnormally high or abnormally low, the Employer shall request that the Tenderer provide, in writing, clarification of how the rates and/or prices have been determined. The Employer shall verify those elements and take into account the clarifications received in determining whether or not the e-Tender Submission complies with the requirements of ITT 32(3). The Employer's decision as to whether or not a Tender has complied with these requirements shall be binding, subject only to the provisions of ITT 48, and the Employer may, in its sole discretion, reject any e-Tender Submission that does not adhere to these requirements.

33 OPERATION SERVICE TENDER COST MODEL

- 1) The Tenderer shall submit a financial cost model for each year of the Operation Service Period which shall clearly demonstrate how each of the rates and prices stated in the Pricing Schedule B.1 have been calculated. Actual rates quoted in price schedule shall not be revealed/mentioned in the financial cost model.
- 2) Guidance in the preparation of the financial cost model is included in the **Tender Data Sheet**.

34 WHOLE LIFE COST SPREADSHEET

- 1) Each Tenderer shall be provided with a protected spread sheet whereby tender rates and prices shall be inserted to calculate the Whole Life Cost in accordance with ITT 47. This spread sheet may be used by the Tenderer to understand the calculation of the Whole Life Cost to be used as part of the Contract Award Criteria. This spread sheet shall not form part of the executed contract.

PART E – SUPPLEMENTARY TENDER REQUIREMENTS

35 JOINT AND SEVERAL LIABILITY AND SPECIAL PURPOSE VEHICLE

- 1) In accordance with Sub-Clause 1.15 of the Conditions of Contract, the Tenderers are advised that if the Contractor is a JV, all participants in the JV shall be jointly and severally liable to the Employer for the performance of the Contract and shall signify in writing that they agree to be so bound. This shall be in the form of the Joint Bidding Agreement which shall be furnished as part of the e-Tender Submission.
- 2) The Employer shall require, in the event the JV is declared the successful Tenderer and awarded the Project, that the Tenderer incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 2013 (or under such other legislation as the Employer may, in its sole discretion, approve in writing at the Contractor's request) for entering into the Contract with the Employer and for performing all obligations of the Contractor under the terms of the Contract for the Project. The form of SPV shall be subject to the approval of the Employer.

36 POWER OF ATTORNEY

- 1) The Tenderer's attention is drawn to the Power of Attorney forms to be submitted as part of this tender process. Tenderers shall ensure that only the person (or persons) authorised by the Power of Attorney completes the Qualification and Tender Forms and any other aspects of the e-Tender Submission that require authorised signatures or initialling.
- 2) Tenderers submitting as a JV shall complete and submit Power of Attorney forms in the format provided in Appendix D, for each person duly authorised to sign on behalf of each Party constituting the Tenderer.
- 3) Tenderers submitting as a JV shall submit a Power of Attorney for the Lead Member of the JV, which shall be duly signed by authorised signatories of each member of the JV in the format provided in Appendix D.

37 LABOUR AND PENSION SCHEMES

- 1) Tenderers are advised that it is a pre-condition of award of the Contract that the Contractor and all subcontractors (domestic or otherwise) nominated by the Contractor in its e-Tender Submission shall provide evidence of compliance with all statutory laws and regulations in relation to necessary labour and pension schemes (the "**Labour and Pension Schemes**") including registration of Provident Fund.
- 2) Tenderers shall provide evidence of registration with the Labour Commissioners, and if required by the Employer, evidence of compliance with all other requirements of Indian employment laws and regulations pertaining to labour and pension schemes.
- 3) Tenderers are requested to take cognizance of the Child Labor Act and to take precaution not to deploy child laborers on the work.

38 TAX CERTIFICATES

- 1) In the case of a Tenderer, JV member, or proposed subcontractor it shall be a pre-condition of the acceptance of an e-Tender Submission by the Employer that the Tenderer shall within the period stated in ITT 49 produce proof of Goods and Service Tax registration, wherever there is a legal requirement to obtain such registrations under the respective legislation.

- 2) Non-resident Tenderers will require a Permanent Account Number ('PAN'), the copy of which should then be forwarded to the Employer within the period stated in ITT 49.
- 3) G.S.T. and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that MCGM will not bear any additional liability towards payment of any Taxes & Duties.
- 4) Whenever the services to be provided by the Tenderers falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/ Cess other than GST, if any.
- 5) Rates accepted by MCGM shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increaseintaxes/anyotherlevies/tollsetc.exceptthatpayment/recovery for overall market situation shall be made as per price Variation.
- 6) **Legal + Stationary Charges: (As per applicablecircular)**

Successful tender shall pay the Legal Charges +Stationary charges as per Circular no. **CA/FRG/03 dtd 22.06.2021**.

Sr.No.	Nature of Documents	Legal +Stationary charges in Rs.
	Legal Charges on Contract Agreement / Contract Value.	
1	Upto 50,000/-	Nil
2	Rs.50,001/- Rs.1,00,000/-	Rs.5710/-
3	Rs.1,00,001/- to Rs.3,00,000/-	Rs. 9430/-
4	Rs.3,00,001/- to Rs. 5,00,000/-	Rs. 11330/-
5	Rs.5,00,001/- to Rs. 10,00,000/-	Rs.13190/-
6	Rs.10,00,001 /- to Rs. 20,00,000/-	Rs. 15060/-
7	Rs.20,00,001 /- to Rs. 40,00,000/-	Rs. 160960/-
8	Rs.40,00,001 /- to Rs. 1,00,00,000/-	Rs. 188300/-
9	Rs.1,00,00,001/- to Rs. 10,00,00,000/-	Rs. 22220/-
10	Rs.10,00,00,001/- to Rs. 20,00,00,000/-	Rs. 25650/-
11	Rs.20,00,00,001/- to Rs. 30,00,00,000/-	Rs. 29070/-
12	Rs.30,00,00,001/- to Rs. 40,00,00,000/-	Rs. 32490/-
13	Rs.40,00,00,001/- to Rs. 50,00,00,000/-	Rs. 35880/-
14	Rs.50,00,00,001/- to Rs. 100,00,00,000/-	Rs. 42720/-
15	Rs.100,00,00,001/- to Rs. 200,00,00,000/-	Rs. 52970/-

16	Rs.200,00,00,001/- to Rs. 300,00,00,000/-	Rs. 59790/-
17	Rs.300,00,00,001/- to Rs. 400,00,00,000/-	Rs. 68290/-
18	Rs.400,00,00,001/- to Rs. 500,00,00,000/-	Rs. 76820/-
19	Rs.500,00,00,001/- & Above	Rs. 85380/-

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

PART F – E-TENDER SUBMISSION, WITHDRAWAL AND SUITABILITY

39 DATE AND TIME FOR RETURN OF E-TENDER SUBMISSIONS

- 1) Tenderers shall submit and upload their Tender Submissions Online. Each Tenderer shall submit its e-Tender Submission on or before the deadline for submission of e-Tender Submission set out in the **Header Data** (the “**Submission Deadline**”).

Tenderers are requested to submit and upload the e-tender in time on or before the stipulated day so as to avoid rush at the closing hour. The employer accepts no responsibility for late receipt/non receipt due to internet problems or software problems or poor connectivity of network / internet services / connectivity of servers / snag in the system / break down of network / or any other interruption. If any online information is uploaded but not received by Tender creator (MCGM) within stipulated time limit, Employer will not be responsible at any cost and such Tender cannot be validated. Any online intimation/ information asked to be submitted by tenderer or sent to tenderer, if not received or bounce back at the receiving end due to any problem in server or connectivity, Employer will not be responsible.

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

- 2) No e-Tender Submission will be accepted after the Submission Deadline. The Employer shall provide notification of any change to the Submission Deadline by Addendum issued prior to the Submission Deadline.

Hard copies of the e-tender documents shall be submitted within 48 hours (during Employer's office working hours) from next day of e-tender submission. In the event of any discrepancy between them, the e-Tender shall prevail.

40 PERIOD OF VALIDITY FOR TENDER

- 1) The Tender shall remain open for acceptance for the period stated in the **Tender Data Sheet/ Header Data** (the “**Original Tender Validity Period**”). Prior to expiry of the Original Tender Validity Period, the Employer may request that the Tenderers extend the period of validity of their e-Tender Submissions for a specified additional period. The request and the responses shall be made in writing in accordance with ITT 11. Subject to any adjustments specifically set out in the Contract, a Tenderer agreeing to the request will not be required or permitted to modify its e-Tender Submission and shall be deemed to have accepted the same Contract terms that applied to the e-Tender Submission submitted by the Submission Deadline, including all rates and prices.
- 2) **The Contract Completion Period (DB) – 36 (Thirty Six) months** (including monsoon).

41 MULTIPLE E-TENDER SUBMISSIONS AND WITHDRAWAL

- 1) Only one e-Tender Submission shall be submitted by a Tenderer.
- 2) A Tenderer may withdraw its e-Tender Submission only by giving written notice before the Submission Deadline to the Contact Person.

- 3) Tenderers may amend their e-Tender Submissions after submission but only if the e-Tender Submission is resubmitted before the Submission Deadline in accordance with the following:
 - a) The Tenderer shall withdraw its original e-Tender Submission by notifying the Contact Person in writing before the Submission Deadline; and
 - b) The Tenderer shall submit a revised replacement e-Tender Submission in accordance with these Instructions to Tenderers on or before the Submission Deadline;
- 4) Not Used

42 COMMUNICATION BETWEEN TENDERERS

A Tenderer shall not discuss or communicate, directly or indirectly, with any other Tenderer, any information whatsoever regarding the preparation of its own e-Tender Submission or the e-Tender Submission of the other Tenderer. Tenderers shall prepare and submit e-Tender Submissions independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Tenderer.

PART G – TENDER OPENING AND EVALUATION

43 E-TENDER SUBMISSION OPENING

- 1) The Employer shall open the tenders in the presence of the Tenderers' designated representatives who choose to attend at the Contact Person's address (or such other address as may be advised to all Tenderers) as stated in the Tender Data Sheet (Tender Opening).
- 2) The e-Tender Submission opening will be carried out in three stages i.e. Packet A, Packet B and Packet C.
 - The online submission status will be verified for Tender Security and Bid submission status.
 - The online Packet A shall be opened. And receipt of online Tender Security receipt and Mandatory documents and Qualifying documents shall be verified by the Employer
 - Technical Submission package (Packet B) will be opened as mentioned in e-Tender.
 - The Financial Submission (Packet C) and folder named as "C" shall be opened following the completion of the qualification and technical evaluation of the Tenders in accordance with ITT 43(5), ITT 43(7), or ITT43(9).
- 3) At the e-Tender Submission opening, the Employer shall announce the name of the Tenderer and the presence or absence of a tender security and any other details as the Employer may consider appropriate.
- 4) The Employer shall prepare a record of the opening of the Tender Security and Qualification Submission (Packet A), Technical Submission (Packet B) and the Financial Submission (Packet C). The Tenderers' designated representatives who are present shall be requested to sign the record. The absence of a Tenderer's designated representative or the omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record.
- 5) Following the e-Tender Submission opening, the Employer shall evaluate the contents of Packet A. If a tender does not include a valid Tender Security, such Tenderers shall not be invited or allowed to attend further opening including the Financial Submission packages.
- 6) Following the above assessment, the Employer shall carry out evaluation of the Qualification Submission (included in Packet A).
- 7) Following the above assessment, after evaluation of the Qualification Submissions (included in Packet A), non-compliant tenderers failing to meet the qualification criteria (as specified in Packet "A") shall be treated as non-responsive for further assessment of Packet "B" & Packet "C". The Employer shall carry out an assessment of the Technical Submission (Packet B) of all remaining Tenderers who have been assessed as meeting the qualification criteria.
- 8) Where an e-Tender Submission is deemed to be non-compliant, as far as can be determined from the contents of the Technical Submission (Packet B), or where a Tenderer fails to achieve a technical score of at least 60% of the maximum possible technical score, ~~the Employer will return the sealed Financial Submission package to the Tenderer unopened.~~ Any such Tenderers shall not be invited or allowed to attend further opening including the Financial Submission packages.

- 9) Where an e-Tender Submission is deemed to be compliant, and has achieved a technical score of at least 60% of the maximum possible technical score, as far as can be determined from the Technical Submission the Employer shall open the Financial Submission (Packet C) in the presence of the designated representatives of the Tenderers who are eligible and choose to attend. The date, time and location of the opening of the Financial Submissions will be advised to appropriate Tenderers in writing following the qualification and technical assessment.
- 10) At the opening of the Financial Submissions, the Employer shall state the name of the Tenderer and the uncorrected prices stated in the Letter of Tender. Tenderers are advised that in accordance with these Instructions to Tenderers, the e-Tender Submission with the lowest prices announced at the Financial Submission opening will not necessarily be the successful e-Tender Submission.
- 11) The Employer reserves the right to cancel the e-tenders before submission/opening of e-tenders, to postpone the e-tenders submission/opening dates and to accept/reject any or all e-tenders without assigning any reason thereof at any stage
- 12) NotUsed
- 13) NotUsed

44 REQUIREMENTS FOR A COMPLIANT E-TENDER SUBMISSION

- 1) Each e-Tender Submission shall be submitted in accordance with the following requirements:
 - a) The e-Tender Submission shall be packaged in accordance with ITT18.
 - b) The e-Tender Submission shall include online payment of Tender Security.
 - c) The e-Tender Submission shall not include statements which could be construed as rendering the e-Tender Submission equivocal or placing it on a different footing from other e-Tender Submissions.
 - d) The e-Tender Submission shall not include any unauthorised changes or proposals to change the Conditions of Contract, or be based on any assumptions that the Conditions of Contract will be modified.
 - e) The e-Tender Submission shall conform to all the terms, conditions and requirements of the Tender Documents and the e-Tender Submission shall not materially deviate from the Employer's Requirements unless accepted by the Employer in accordance with ITT 27(1). The e-Tender Submission shall not materially deviate from any consents and approvals already received.
 - f) The e-Tender Submission shall include the Pricing Schedules and the WLC Spreadsheet, fully completed in accordance with these Instructions to Tenderers and the requirements of the Schedules.
 - g) The e-Tender Submission shall include all the forms and schedules included in Appendix E to these Instructions to Tenderers of the Tender Documents, completed and signed by the person authorised to do so.
 - h) Each page of the e-Tender Submission and each drawing, including the Tender Documents (but excluding the FIDIC Gold Book Conditions of Contract), shall be initialled by a person authorised to do so by the Power of Attorney.
 - i) The Tender Prices shall reflect the value of the work to be carried out within the item priced. The balance between the Design-Build prices and the Operation Service prices and rates shall properly reflect the value of the work to be carried out in the Design-Build Period and the Operation Service Period, respectively.

- j) The Tenderer's programme shall show completion of the Design-Build and Commissioning within the Time for Completion stated in the ITT 40.2 and Condition of Contract in Tender.
- k) All other information requested by these Instructions to Tenderers shall be provided substantially to the extent requested. However, Tenders will be automatically rejected where it is specifically stated elsewhere in these Instructions to Tenderers that failure to provide particular information will result in rejection of the Tender.
- l) The e-Tender Submission shall include all requested details as set out in Appendix B to these Instructions to Tenderers and be in the format prescribed therein.
- 2) The Employer may, in its sole discretion, reject any e-Tender Submission that does not adhere to the requirements of this ITT44.
- 3) Tenderers shall assume that they will not be asked to submit any additional information following receipt of e-Tender Submissions, except as requested by the Employer by way of clarification of information already submitted with their e-Tender Submissions.
- 4) Where Tenderers do not provide a sufficient amount of detail in their e-Tender Submissions such that the key aspects of their e-Tender Submissions are not illustrated, or that responsiveness cannot be ascertained, or that it may be unclear whether an e-Tender Submission is compliant in accordance with ITT 44(1)(f), or that useful comparison cannot be made with other e-Tender Submissions, then the Employer reserves the right to reject their e-Tender Submission as being substantially non-responsive. A blanket statement that an e-Tender Submission complies with the Employer's Requirements will not be sufficient as a substantially responsive submission to any of the requirements of the Tender Documents.
- 5) The Employer reserves the right to reject an e-Tender Submission should the Tenderer fail to comply with a request from the Employer within the time stipulated in the Employer's request.
- 6) The Employer may seek clarification of an e-Tender Submission to assist in the examination, evaluation, and comparison of the e-Tender Submissions. Any clarification submitted by a Tenderer that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be through e-mail to the contact person. No change in the prices or substance of the e-Tender Submission shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the e-Tender Submissions, in accordance with ITT48.

45 CONTRACT AWARD CRITERIA

- 1) Tenders will be checked for compliance in accordance with these Instructions to Tenderers.
- 2) The tender will be evaluated as follows:
 - a) Technical evaluation:- The tenderers scoring minimum 60% marks in technical evaluation will only be eligible for financial bid opening (i.e. Packet C).

Even if the tenderer qualifies in technical evaluation seeking 60% marks, if the tender submission is not in accordance with Employer's Requirements including overall process design based on CPHEEO or best internationally accepted Design Standards, including Indian National Standard codes and practices for various process units and installations, the tender will be disqualified

in technical evaluation.

- b) Financial evaluation: - Financial bid (Whole Life Cost) comparison report will be generated by default in e-tenderingsystem.

The Tenderer having quoted least price as per Financial bid comparison report generated by system in e-tendering will be considered as Lowest (L1).

- 3) In case, if Tenderers have quoted equal Financial Price, then Employer shall request tenderers to submit revised offers in sealed packets within 3days

In case if again Tenderers have quoted equal Financial Price, the following criteria for award will be taken into consideration

The precedence will be given in following order

- a) The highest Technicalscore;
- b) The largest capacity of single Storm Water/ sewage pumping station designed and built ;
- c) No. of years of Experience in comprehensive Operation & Maintenance of largest capacity (MLD) storm water/ sewage pumping station;

46 DETERMINATION OF TECHNICALSCORE

- 1) e-Tender Submissions will be evaluated against the technical merit criteria set out in the Tender Data Sheet of this ITT in consideration of the information provided in accordance with Appendix B of thisITT.
- 2) The points given against each quality criterion in technical merit criteria will be summed to give an overall technical mark for each e-TenderSubmission.

Item	Technical Merit Criteria	Reference	Maximum Score
1	Overall Tender Submission Quality		5
2	Overall Process Design	TSV 3 - 3.2	5
3	Retaining wall, Road and Drainage	TSV 3 - 3.3	5
4	Sewage pumping stations	TSV 3 - 3.4	5
5	Sewer line and dry weather flow interception	TSV 3 - 3.5	10
6	Storm water pumping station including screens (Gate Pump technology)	TSV 3 - 3.6	15
7	Design of promenades including cycle track, beautification, Electrical, Security System and allied works.	TSV 3 - 3.7	10
8	Civil Design	TSV 3 - 3.8	5
9	Mechanical Design	TSV 3 - 3.9	5
10	Electrical Design,	TSV 3 - 3.10	3
11	Instrumentation, Control and Automation Design	TSV 3 - 3.11	3
12	Control of Environmental Impacts	TSV 3 - 3.12	3
13	Quality Assurance, Quality Control, Health and Safety Procedures	TSV 3 - 3.13	3
14	Programme and Staffing	TSV 3 - 3.14	6
15	Construction Plan	TSV 3 - 3.15	4

16	Operation Organization and Staffing	TSV 4 - 4.1	4
17	Operation Management Plan	TSV 4 - 4.2	4
18	Maintenance Plan	TSV 4 - 4.3	5
	Total		100

Note:

- The Tenderer has to submit details for all items mentioned in above table at 46(2), failing which Tenders may be rejected at the discretionary power of the employer.
- If the tender submission is not in consonant with Employer's Requirements including overall process design based on CPHEEO or best internationally accepted Design Standards, including Indian National Standard codes and practices for various process units and installations, the tender will be disqualified in technical evaluation.

47 DETERMINATION OF FINANCIAL SCORE EVALUATION

- 1) The Employer shall review all compliant e-Tender Submissions for errors and any errors shall be corrected by the Employer in accordance with ITT48.
- 2) The whole life cost of an e-Tender Submission (the "Whole Life Cost") will be determined by the net present value (NPV) of capital cost of the Design-Build of the Works and the Operation Service and the Asset Replacement Expenditure.
- 3) A capital cost evaluation of the Design-Build will be carried out by the Employer using the prices and rates entered in the Pricing Schedules A.1 in each e-Tender Submission.
- 4) An evaluation of the Tender Price for the Operation Service will be carried out by the Employer using the prices and rates entered into the Pricing Schedules B.1 and the Asset Replacement Expenditure lodgments calculated from the prices and rates contained in Pricing Schedule B.2 to determine the NPV of the expected Contract payments for the Operation Service using the flows and loads as described in the **Tender Data Sheet**.
- 5) For clarity of calculation, a Whole Life Cost spreadsheet has been provided to Tenderers in accordance with ITT 34. The tenderer has to submit duly filled in WLC spreadsheet.

48 ERRORS AND CORRECTIONS

- 1) All priced Schedules will be inspected and examined by the Employer for errors which might alter the Tender Price for the Design-Build as stated in the Letter of Tender.
- 2) For the purpose of the assessment of e-Tender Submissions and in order to determine the Tender Price of an e-Tender Submission, the following steps shall be undertaken by the Employer, without reference to the Tenderer, and the Tender Price shall form the basis for financial comparison with other e-Tender Submissions:
 - a) If, on receipt of any e-Tender Submission, any errors shall be apparent in the extension of any item in the Pricing Schedules, the Employer shall correct the extension so as to be a product of the quantity (if applicable) and the rate set against that item and the Employer shall adjust the Tender Price accordingly;
 - b) If, on receipt of any e-Tender Submission, any error in addition shall be apparent, the Employer shall correct it and adjust the total amount of the Tender Price accordingly; but shall not exceed Pricing Schedule C generated on line in e-bid comparison report.

- 3) In the event that, prior to any corrections being made by the Employer as referred to above, a Tenderer is in contention for the award of the Contract, the Tenderer shall be notified of the corrections made in accordance with ITT 48(2) and the Employer shall seek the Tenderer's agreement to the corrected TenderPrice.
- 4) If in the evaluation of e-Tender Submissions the Employer believes that a mathematical error has been made by the Tenderer in the completion of the Pricing Schedules or in the WLC Spreadsheet, other than as described above, the Employer may raise this issue with the Tenderer concerned. If the Employer determines that such an error has been made the Employer may correct the e-Tender Submission and inform the Tenderer of the Employer's actions in order to obtain the Tenderer's agreement to the correction. The Employer's decision as to the corrections required to be made shall be binding.
- 5) If the Tenderer rejects the corrections to its Tender, its Tender shall be excluded from further consideration in this Tender Process. If the Tenderer accepts the corrections the Tenderer shall be bound by the corrected TenderPrice.

PART H – AWARD AND CONTRACT EXECUTION

49 NOTIFICATION OF ACCEPTANCE OF AN E-TENDER SUBMISSION

- 1) Prior to expiration of the Original Tender Validity Period or as may have been extended by agreement with the Tenderer, the Employer will notify the proposed successful Tenderer by written notice that the e-Tender Submission has been accepted and that, subject to receipt by and approval of the following documents within 28 days of the date of the written notice:
 - a) Final wording of insurance policies;
 - b) Performance Bank Guarantee; and
 - c) Any other documents the Employer considers necessary to confirm compliance with the Employer's Requirements and Instructions to Tenderers, the Employer intends to enter in to the Contract with the proposed successful Tenderer.
- 2) When the Employer is satisfied with the wording of the above documents and any other requirements stated in the written notice delivered pursuant to ITT 49(1), the Employer will notify the successful Tenderer by letter that its e-Tender Submission has been accepted. This letter (hereinafter called the "**Letter of Acceptance**") shall be conditional on receipt of and approval by the Employer of the following documents which the successful Tenderer shall submit to the Employer within 28 days of the date of the Letter of Acceptance:
 - a) Company registration;
 - b) Legal proof of formation of a legal entity (if necessary);
 - c) The insurance policies;
 - d) The Performance Bank Guarantee;
 - e) Parent Company Guarantees;
 - f) Registration of Provident Fund;
 - g) Goods and Service Tax Registration;
 - h) Permanent Account Number (PAN); and
 - i) Vendor Registration formalities
 - j) Registration with Labour Inspector
- 3) At the same time as issuing the Letter of Acceptance, the Employer will notify each unsuccessful Tenderer of the Employer's decision concerning the award of the Contract.

50 CONTRACT DOCUMENTATION

- 1) The contract that will be executed by the Employer and successful Tenderer consists of the contract documents attached to these Tender Documents, as may be modified by the Employer to reflect relevant aspects of the e-Tender Submission acceptable to the Employer, and clarifications post receipt of e-Tender Submissions acceptable to the Employer. Those aspects of the e-Tender Submission that are acceptable to the Employer will be included in the executed contract as e-Tender Submission Extracts. For clarity, the Employer may, in its sole discretion, require that further revisions be made to Sub-Clauses 1.15, 4.25 and 4.26 of the Volume 1 of Conditions of Contract to take into account the Tenderer's structure, whether that structure is a

JV, special purpose vehicle, partnership or other legal entity or association of legal entities.

- 2) The Employer shall prepare a combined and final version of the Contract to reflect ITT 49(1), and by submitting an e-Tender Submission, the Tenderer shall be deemed to have agreed with the terms of this ITT50.

51 SIGNING OF CONTRACT

- 1) As soon as the requirements of ITT 49 (1 and 2) have been complied with, the Employer will send the successful Tenderer the Contract Agreement in the form appended to the Contract Forms, as well as the Contract, incorporating all revisions contemplated in ITT50.
- 2) Within 28 days of receipt of the Contract, the successful Tenderer shall either return the signed Contract, or if advised by the Employer, attend a formal signing of the Contract at a location in Mumbai to be advised by the Employer.
- 3) Failure of the successful Tenderer to sign the Contract shall constitute sufficient grounds for the annulment of the award and the Employer may draw upon the Tenderer's tender security. In that event the Employer may award the Contract to the Tenderer with the next most economically advantageous compliant e-Tender Submission.
- 4) All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him.
- 5) **Penalty clause** :The engineer not below the rank of Assistant Engineer is entitled to impose a penalty of Rs.5000/- per day for each defective work/ lapse and disobedience of any orders. Penalty amount will be recovered from contractor's running bill.
- 6) 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 :

(i)	Where the amount or value set forth in such contract does not exceed rupees Ten lakhs	500 rupees stamp duty
(ii)	Where it exceeds rupees Ten lakhs	500 rupees plus one hundred rupees for every 1,00,000/- or part thereof, above rupees ten lakh subject to the maximum of rupees 25 lakh stamp duty.

Stamp duty @ 0.50% on bank guarantee amount as well as on extended bank guarantee amount as per letter of Commissioner of Stamp under no जा.क्र./ अमल/1/ कार्यकंतराट/ 896/ 2016.

52 NOTUSED

PART I – GENERAL LEGAL MATTERS AND DEFINITIONS

53 TENDERER TO VERIFY

- 1) Tenderers shall supply and if required provide verification to the Employer of any information relating to their e-Tender Submissions or any part of the Works or the Contract that the Employer may reasonably require after receiving e-Tender Submissions.

54 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER, AND TO REJECT ANY OR ALL TENDERS

- 1) The Employer may, in its sole discretion, accept or reject any tender, and annul the Tender Process and reject all e-Tender Submissions at any time prior to Contract award, without thereby incurring any liability to Tenderers. In case of annulment after the Submission Deadline, all e-Tender Submissions submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

55 FRAUDULENT OR CORRUPT PRACTICES

- 1) The Employer requires that Tenderers observe the highest standard of ethics during the Tender Process. In pursuance of this, the Employer:
 - a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including a misrepresentation or hiding of legal status, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - b) Will reject an e-Tender Submission if the Employer determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

56 DEFINITIONS

Wherever used in these Instructions to Tenderers:

- 1) "Act" is defined in ITT16(1);
- 2) "Addendum" means a written addendum to the Tender Documents issued by the Employer as set out in ITT14;
- 3) "Background Information" means various types of background information for the Tenderers' review as described in the Tender Data Sheet;
- 4) Bidder is synonymous with Tenderer

- 5) "Contact Person" is defined in ITT11(2);
- 6) "Contract" is defined in ITT7(1);
- 7) "Contract Forms" means the volume of the Contract that contains forms for completion at the Contractstage;
- 8) "Contract Period" is defined in the Contract;
- 9) "Corrigendum" means a written Corrigendum to the Tender Documents issued by the Employer as set out in ITT14
- 10) "Design-Build" is defined in theContract;
- 11) "e-Tender Submission" means a submission that is provided by a Tenderer in response to the Tender Documents;
- 12) "Employer" is defined in ITT1(1);
- 13) GOI means Government ofIndia

- 14) "GST" means Goods and Service Tax levied under the Maharashtra GST actand Rules framed thereunder
- 15) "Joint Bidding Agreement" means the Joint Bidding Agreement submitted by a Tenderer pursuant to this ITT and tenderprocess;
- 16) "JV" is defined in ITT19(6);
- 17) "Labour and Pension Schemes" means all laws, statutes and proclamations and any delegated or subordinate legislation, including regulations and by-laws, in force in India or otherwise binding on Tenderers, relating to labour, employment and pension matters, including the Contract Labour (Regulations and Abolition) Act, 1970, the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948, the Minimum Wages Act, 1948, the Payment of Wages Act,1936, and the Payment of Bonus Act,1965;
- 18) "Letter of Acceptance" is defined in ITT49(2);
- 19) "Materials" is defined in the Contract;
- 20) "MCGM" is defined in ITT1(1);
- 21) "Operation Service" is defined in theContract;
- 22) "Operation Service Period" is defined in theContract;
- 23) "Original Tender Validity Period" is defined in ITT40;
- 24) "Performance Bank Guarantee" is defined in theContract;
- 25) "Plant" is defined in theContract;
- 26) "Pre-Tender Meeting" is defined in ITT 12;
- 27) "Project" is defined in ITT1(1);
- 28) "Schedule of Payments" means the volume of the Tender Document ~~Contract~~ as listed in the Tender Data Sheet relating to ITT 7;
- 29) "Site" is defined in theContract;
- 30) "Subcontractor" is defined in theContract;
- 31) "Submission Deadline" is defined in ITT39(1);
- 32) "Tender Data Sheet" means Appendix A to these Instructions toTenderers;

- 33) "Tender Documents" is defined in ITT7(1);
- 34) "Tender Forms" means the documents that the Tenderer shall complete and submit in the form set out in Appendices D & E to these Instructions to Tenderers;
- 35) "Tender Price" means all pricing information submitted by a Tenderer in its e-Tender Submission in respect of amounts that will be paid to design, build and operate the Works in accordance with the Contract;
- 36) "Tender Process" means the process set out in the Tender Documents to select a successful Tenderer;
- 37) "Tender Submission Extracts" is defined in the Contract;
- 38) "Tenderer" means a party that has elected to submit documents in response to the Tender Documents;
- 39) "Time for Completion of Design-Build" is defined in the Contract;
- 40) "Whole Life Cost" is defined in ITT 47(2);
- 41) "Works" is defined in the Contract;
- 42) Tender Fee
- 43) Tender Security/Deposit

APPENDIX A – TENDER DATA SHEET

APPENDIX A – TENDER DATA SHEET

ITT Section Reference and Description	Item
ITT 1(1) Description of Project	<p>Description of Project: Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining Wall & Service Road), Beautification including Promenades and Allied Works from Prem Nagar Outfall, Kurla to Mahim Causeway</p>
ITT 2(1) Scope of Contract	<p>Scope of Contract:</p> <p>1) The Contract shall include the design, specification, procurement, supply, construction, commissioning, testing, setting to work, operation and maintenance (during Operation Service Period) of a complete fully functioning training of river (Construction of Retaining Wall & Service Road), Pumping Stations, Interceptions & Diversion works for diverting Dry Weather Flow (DWF) of various outfalls / nallas into nearby existing Municipal Sewer networks along with Gate Pumps, Promenades including cycle track, beautification & allied works.</p> <p>2) The main elements of work include the following:-</p> <ul style="list-style-type: none"> a) Setting out/ site mobilization. b) Temporary works; c) Provision of all services (including water, electricity, gas, broadband); d) Training of river (widening, deepening and construction of retaining wall) e) Service road, drainage and allied works. f) Laying of sewer line. g) Sewage pumping stations including rising mains. h) Storm water pumping stations (Gate Pump technology including screening) g) Dry weather flow interceptors. h) Promenades including cycle track, beautification & allied works. i) Waste material/ silt disposal. j) Operation and Maintenance. <p>Note: The tenderer may consider additional items, if required, depending on the dry weather flow interception and transfer technology offered.</p> <p>3) The Works will be procured as a single design, build and operate Contract</p>

ITT Section Reference and Description	Item
ITT 3(1) Eligible Tenderers	<p>Conflict of Interest</p> <p>A tenderer and all parties constituting the tenderer shall not have a conflict of interest. Any/All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest,if:</p> <ol style="list-style-type: none"> A Tenderer or any JV member has been engaged by the Employer to provide consultancy services for the tender preparation related to procurement or implementation of the project or similar projects; A Tenderer or any JV member is a associates/affiliates (inclusive of parent firms) of a firm or an organization mentioned in subparagraph (a) above; or A Tenderer or any JV member lends, or temporarily seconds its personnel to OR utilizes services of personnel of firms or organizations which are engaged by the Employer in consultancy services for preparation of tender document or implementation of the project or any other similar project.
ITT 5(1) Language of Tender	<p>Language of Tender: English Language of Contract: English</p>
ITT 6(1) Tender Currency	Tender Currency: Indian Rupees (INR)
ITT 7(1) Tender Documents	<p>Appendices to the Instructions to Tenderers:</p> <p>Appendix A – Tender Data Sheet; Appendix B – Tender Submission Requirements; Appendix C – Qualification Criteria; Appendix D – Tender Qualification Forms; Appendix E – Tender Forms; Appendix F – Pricing Schedules Appendix G – Draft contract, consisting of the following volumes:</p> <p>Volume 1 – Conditions of Contract consisting of:</p> <ol style="list-style-type: none"> The “General Conditions” which are the “Conditions of Contract for Design, Build and Operate Projects, First Edition 2008” published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), as amended and supplemented by the Particular Conditions Part A and the Particular Conditions PartB; Particular Conditions Part A – Contract Data; and Particular Conditions Part B – Special Provisions; <p>Volume 2 – Employer’s Requirements; Volumes 2A, 2B, 2C and 2E – General Technical Specifications; Volume 2F - Operation & Maintenance of Pumping Station Volume 2D – Drawings; Volume 3 – Schedule of Payments; and Volume 4 – Contract Forms. Volume 5 – Background Information</p>
ITT 8 Background	The Background Information is provided as Volume 5 of the Tender Documents.

ITT Section Reference and Description	Item
Information	
ITT 11 Communication	<p>The Employer shall communicate with Tenderers via: circular letter or email The Contact Person is: Dy. Chief Engineer (Storm Water Drain) Eastern Suburb, Municipal Transport Garage Bldg., 5th floor, Behind Pantnagar Bus Depot, Ghatkopar (E), Mumbai – 400 075. e-mail : ee02.swd@mcgm.gov.in</p>
ITT 18(3) Copies	Number of copies of the Tender Submission: e-tender
ITT 18(4) Tender Submission Packaging and Labelling	<p>The submission of e-tenders shall be pickted to ensure the financial aspects of the Tender Submission are kept separate to the technical aspects of the Tender Submission. Content of A, B, C shall be placed in respective Packets only. Any content if wrongly placed in other Packets may lead to disqualification of bidders. Packet A shall contain TSV2 as per Appendix B of these ITT. Packet B shall contain TSV 3 to TSV 7 as per Appendix B of these ITT. Packet C In Packet C, the tenderer shall fill the respective prices on line directly (PRICE SCHEDULE C – WHOLE LIFE COST) Folder named “C” shall contain TSV 1 as per Appendix B of these ITT</p>
ITT 19(1) Tender Security and Bank Guarantee	<p>The Tender Security fee is Indian Rs. 11,68,85,000.00 (INR Eleven Crore Sixty eight Lakhs Eighty five Thousand only) which shall be paid online through payment gateway only:</p> <p>All processing charges for online bank guarantee along with stamp duty will be borne by the tenderer.</p> <p>Performance bank guarantees and the advance bank guarantee (to be submitted as per respective prescribed formats only) are to be taken from the following banks (Bidders may obtain latest bank list from CA (Finance) of MCGM)</p> <p>A) S.B.I. and its subsidiaryBanks</p> <ol style="list-style-type: none"> 1. State Bank ofIndia 2. State Bank ofHyderabad 3. State Bank ofIndore 4. State Bank ofMysore 5. State Bank ofPatiala 6. State Bank ofSaurashtra 7. State Bank ofTravancore <p>B) NationalizedBanks</p>

ITT Section Reference and Description	Item
	<p>8. AndhraBank 9. Bank ofBaroda 10. Bank ofIndia 11. Bank ofMaharashtra 12. Central Bank ofIndia 13. CorporationBank 14. DenaBank 15. IndianBank 16. Indian OverseasBank 17. Oriental Bank ofCommerce 18. Punjab NationalBank 19. Punjab and SindBank 20. SyndicateBank 21. Union Bank ofIndia 22. United Bank ofIndia 23. UCOBank 24. VijayaBank 25. Allahabad Bank</p> <p>C) Scheduled CommercialBanks 26. Bank of MaduraLtd. 27. Bank of RajasthanLtd. 28. Banaras State BankLtd. 29. Bharat Overseas BankLtd. 30. Catholic Syrian BankLtd. 31. City Union BankLtd. 32. Development Credit BankLtd. 33. Dhanalakshmi BankLtd. 34. Federal BankLtd. 35. Indusind BankLtd. 36. I.C.I.C.I. Banking CorporationLtd. 37. Jammu and Kashmir BankLtd. 38. Karnataka BankLtd. 39. Karur Vysya BankLtd. 40. Laxmi Vilas BankLtd. 41. Nedungadi BankLtd. 42. Ratnakar BankLtd. 43. Sangli BankLtd. 44. South Indian BankLtd. 45. S.B.I. Commercial & International BankLtd. 46. TamilnadMerchantile BankLtd. 47. Vysya BankLtd. 48. Global Trust Bank Ltd.</p> <p>D) Scheduled Urban Co-Op.Banks 49. Abhyudaya Co-Op. BankLtd. 50. Bassein Catholic Co-Op. BankLtd. 51. Bharat Co-Op. BankLtd. 52. Bombay Mercantile Co-Op. BankLtd. 53. Greater Bombay Co-Op. BankLtd. 54. Janata Sahakari BankLtd.</p>

ITT Section Reference and Description	Item
	<p>55. Mumbai District Central Co-Op. BankLtd. 56. Maharashtra State Co-Op. BankLtd. 57. New India Co-Op. BankLtd. 58. Rupee Co-Op. BankLtd. 59. Sangli Urban Co-Op. BankLtd. 60. Saraswat Co-Op. BankLtd. 61. ShamraoVithal Co-Op. BankLtd. 62. The Mahanagar Co-Op. BankLtd. 63. Citizen Co-Op. BankLtd. 64. Yes Bank Ltd</p> <p>E) ForeignBanks 65. American Express BankLtd. 66. ANZ GrindlaysBank 67. Bank of America NT &SA 68. Bank of Tokyo Ltd. 69. BanqueIndosuez 70 Banque National deParis 71.BarclaysBank 72.CitibankN.A. 73.Hong Kong & Shanghai BankingCorporation 74. Mitsui Taiyokobe BankLtd. 75. Standard CharteredBank 76. BN Amro BankN.V. 77. Cho HungBank</p>
ITT 33(1) Operation Service Tender Cost Model	<p>The Tenderer shall provide a breakdown of its Operation Service Costs under the headings below. The Costs shall be shown for each year of the Operation Service Period at Base Date prices. For the purpose of the model only, the Tenderer shall assume the flow and load profile in ITT 47(4). This is an estimate only and the actual influent may vary significantly.</p> <ul style="list-style-type: none"> • Office based projectstaff • Site Staff /Labour • Electricity imported • Chemicals • Screening Disposal / TippingCosts • Materials • Plant (excluding Asset Replacement Fundexpenditure) • Equipment • Spares • Sub-Contract services (show eachseparately) • Insurances • Bonds andGuarantees • Other • Overheads andProfit <p>Note: The tenderer may consider additional items, if required, depending on the dry weather flow interception and transfer technology offered.</p>
	<p>Under "Other" above it shall be clarified what has been included and prices shall be shown for each sub-heading. The information provided here shall be consistent with the data provided in the</p>

ITT Section Reference and Description	Item
	<p>tender submission.</p> <p>The Tenderer shall utilise the electricity rate for industrial consumers at the base date as charged by the TATA Power/ MSEB/RInfra/BEST / Any Other.</p> <p>The Tenderer shall utilise the water supply rate for industrial consumers at the base date as charged by MCGM.</p> <p>The model shall show what percentage of the costs in each heading has been included in the make-up of the fixed charges.</p> <p>The Tenderer shall also show the make-up of its staff costs separately, detailing each member of staff and subcontractors, their cost and time allowance.</p> <p>The Tenderer shall provide a spreadsheet of the anticipated receipts each year of the operation, period split into each of the fixed costs and each of the variable costs in Pricing Schedule B.1.</p> <p>A spreadsheet shall be provided by the Tenderer to show how each of the variable charges entered into Schedule B.1 have been built up from the above headings.</p>
ITT 39(1) Submission Deadline	Submission deadline: - _____, 13:00 Hrs
ITT 43 (1)Tender Opening	Tender Opening – Packet A: _____, 16:00 Hrs
ITT 40(1) Period of Validity for Tender	Original Tender Validity Period: 180 calendar days after the Submission Deadline.
ITT 40(2) Contract Completion Period (DB)	36(Thirty Six) Months inclusive Monsoon
ITT 46 Determination of technical score	As per table in ITT 46
ITT 47 Determination of Whole Life Cost	<p>Whole Life Cost</p> <p>The storm water/ sewage flow (for the Operation Service Period) will be used by the Employer in the determination of the Whole Life Cost.</p> <p>The Whole Life Cost will be calculated by the Employer using a discount rate of 9% (Nine Percent) over the Contract Period.</p>

ITT Section Reference and Description	Item
	The calculation for the determination of Whole Life Cost will be used for the purpose of Contract Award Criteria. Actual Contract payments will be based on the Pricing Schedules utilizing actual storm water and sewage flow.

APPENDIX B – TENDER SUBMISSION REQUIREMENTS

APPENDIX B – TENDER SUBMISSION REQUIREMENTS

In accordance with ITT18 and ITT 20 the Tenderer shall submit the Tender Submission structured in Tender Submission Volumes (TSV) and sections as prescribed herein.

In accordance with ITT 44(1)(i) each page of the e-Tender Submission and each drawing, including the Tender Documents, shall be digitally signed by a person authorised to do so by the Power of Attorney.

PACKET A – TENDER SECURITY & QUALIFICATION SUBMISSION

Section	Description	Ref
	Online Tender Security paid Receipt. In accordance with ITT 19, the Tenderer must submit a tender security deposit as set out in the tender data sheet in a packet separate to the Financial and Technical Submission packets.	ITT 19
	And Qualification Submission (Containing TSV 2)	

TSV 2 – Qualification Submission

Description
General
Power of Attorney for Signing of Tender
Power of Attorney for Lead Member of Joint Venture
Tenderer Qualification Eligibility Form
Undertaking Cum Indemnity Bond
Tenderer Information Form 1.1
Tenderer's Party Information Form 1.2
Joint Bidding Agreement
Historical Contract Non-Performance Form 2
Documentary evidence towards EMD payment
Financial
Financial Situation Form 3.1
Average Annual Turnover Form 3.2
Financial Resources Form 3.3a
Current Contract Commitments / Works in Progress Form 3.3b
Assessed Available Tender Capacity Form 3.4
Technical
General Construction Experience Form 4.1
Relevant Construction Experience Form 4.2
Specific Experience in Key Activities - Form 4.3(a)
Specific Experience in Key Activities - Form 4.3(b)
Reference Projects Certificates 1(RPC 1) - for each project
Reference Projects Certificates 2 (RPC 2) - for each project
Reference Projects Certificates 3 (RPC 3) - for each project
Certificates from Statutory Auditor
CV Formats
Check List for Qualification Forms (to be submitted)

PACKET B - "TECHNICAL SUBMISSION"
(Containing TSV 3 to TSV 7)

TSV 3 – Technical Submission (Design-Build)

Section	Description
3.0	Not used.
3.1	Technical Tender Forms
3.1.1	Form of Undertaking to Provide Collateral Warranties
3.1.2	Form of Proposed Deviations
3.1.3	Plant Data Schedules
3.1.4	Form for Plant and Materials for payment when delivered to site
3.1.5	GOI Security Clearance -Deleted.
3.2	<p>Overall Process Design The Tenderer shall provide in the following sub-sections, a detailed description of the hydraulic design (and justification) incorporating the following key aspects where applicable:</p> <ul style="list-style-type: none"> • Function, duty and capacity • Stand by provision • Performance • Justification of selection of plant or process • Evidence that the major items of equipment being offered have a long term, proven reliability and a satisfactory operations record in similar circumstances to those anticipated under this contract.
3.2.1	Summary description of the proposed dry weather flow interception design including hydraulic flow Diagrams
3.2.2	<p>Hydraulic calculations for three flow scenarios</p> <p>The Tenderer shall provide hydraulic calculations showing how the Dry Weather Interception facility including Gate pump technology can deal with varying flow scenarios (ref. Appendix B1 of the Employer's Requirements) also taking account of the necessary standby/ redundancy requirements of the Contract:</p> <ul style="list-style-type: none"> • 50% of Year 1 estimated flows; • Year 1 estimated flow;and • Ultimate design flow.
3.2.3	Hydraulic design including hydraulic profile and capacities of principal flow channels
3.2.4	Plant control methodology
3.2.5	Monitoring for operation, compliance and payment.
3.3	Retaining wall, Road and Drainage
3.3.1	The layout and dimensions of the above and below ground structures.
3.3.2	Construction materials
3.3.3	Construction methodology.

3.4	Sewage Pumping Stations
3.4.1	The layout and dimensions of the above and below ground structures.
3.4.2	Arrangement of installed plant.
3.4.3	Installed capacity, duty and standby.
3.4.4	Details of installed mechanical plant (refer to the plant data schedules)
3.4.5	Control and automation methodology
3.4.6	Unit performance and efficiency
3.5	Sewer line and Dry Weather Flow Interception
3.5.1	The layout and dimensions of the above and below ground structures.
3.5.2	Arrangement of installed plant.
3.5.3	Installed capacity.
3.5.4	Details of installed mechanical plant (refer to the plant data schedules)
3.5.5	Control and automation methodology.
3.5.6	Unit performance and efficiency
3.5.7	Construction materials
3.5.8	Construction methodology.
3.6	Storm water Pumping Stations including screens (Gate Pump technology)
3.6.1	The layout and dimensions of the above and below ground structures.
3.6.2	Arrangement of installed plant.
3.6.3	Installed capacity, duty and standby.
3.6.4	Details of installed mechanical plant (refer to the plant data schedules)
3.6.5	Control and automation methodology
3.6.6	Unit performance and efficiency
3.7	Design of promenades including cycle track, beautification, Electrical, Security System and allied works.
3.7.1	The layout and dimensions of the above and below ground structures.
3.7.2	Architectural Plan and Conceptual Design.
3.7.3	Design of structural works – promenades, bridges and allied works.
3.7.4	Construction materials
3.7.5	Construction methodology.
3.7.6	Street lights, street furniture, flower beds and allied works.

Section	Description
3.8	Civil Design The Tenderer shall provide concise technical details – including contents, shape, dimensions, volumes, materials, capacities, heights and routes in the following sections:
3.8.1	Foundation design
3.8.2	A general arrangement drawing showing all the dry weather flow interception units including storm water/sewage pumping stations, sewer line, promenades and allied works, ancillary structures, service roads.
3.8.3	Roads and paved area dimensions, and construction details
3.8.4	Above and below ground (pipe/sewer) work.
3.8.5	Site security (civil aspects) including fencing and gates.
3.9	Mechanical Design The Tenderer shall provide concise technical details of its tender proposals in the following sections:
3.9.1	Major plant details (see also Plant Data Schedules).
3.9.2	Duty /standby /assist schedule for all plant with explanations and reasons
3.9.3	Schedule of suppliers.
3.9.4	Summary description of the mechanical design including HVAC.
3.9.5	Pump curves of all major pumps including calculation of duty points.
3.10	Electrical Design The Tenderer shall provide concise technical details of its proposals in the following sections:
3.10.1	Summary description of the electrical design
3.10.2	Motor control centre (MCC) numbers, locations etc.
3.10.3	Power supply to site and single line diagrams
3.10.4	Plant load schedule in accordance with the requirements of Clause 29.
3.10.5	Peak and annual energy consumption.
3.10.6	Philosophy of power failure protection and procedure, including details of plant required to maintain essential services
3.11	Instrumentation, Control and Automation (ICA) Design The Tenderer shall provide concise technical details of its proposals in the following sections:
3.11.1	Process and instrumentation design (P&ID)
3.11.2	Process control narrative
3.11.3	<i>(Not Used)</i>
3.11.4	Hardware and software control system including hardware and software to be provided and the system architecture
3.11.5	Plant local communication systems and compatibility for remote communication systems.

3.11.6	Real-time communication of treatment facility status and historical data and trends to Employer's local offices and compatibility of communication facility for Employer's remote offices
3.12	Control of Environmental Impacts The Tenderer shall provide concise technical details of its proposals in the following sections:
3.12.1	Approach to noise control.
3.12.2	Principal noise sources and values at 1m (before and after control measures – if any).
3.12.3	Approach to internal and external odour control.
3.12.4	Principal odour sources and likely nuisance at the site boundary.
3.12.5	Screenings transport and disposal details including transport routes, frequency, proposals for minimisation of nuisance etc.
3.12.6	The Tenderer is invited to highlight any features of its proposal that he considers adds value beyond the requirements of the tender documents.
3.13	Quality Assurance, Quality Control, Health and Safety Procedures The Tenderer shall provide concise details of its proposals in the following sections:
3.13.1	Quality assurance and control plans
3.13.2	CVs of persons with responsibility for quality assurance, quality control and health and safety.
3.13.3	Health and safety plan.
3.14	Programme and Staffing
3.14.1	The Tenderer shall provide a programme showing the critical path, stages of design and key milestones for the production of principal design and Contractor's Documents from the Commencement Date through the Design-Build Period consistent with the Contract requirements and specifically the Employer's Requirements for ordering and importation of major equipment, times and stages of completion, tests on completion and Construction Documents. The bar chart shall be based on elapsed time rather than dates and shall include for obtaining consents and licences, design reviews, and Employer's Representative review periods.
3.14.2	CVs of the following key staff as detailed in Section 7.4 of the Employer's Requirements <ul style="list-style-type: none"> • Contractor's Representative • Project Manager • Dy ProjectManager • Project/Site Engineer • Quality Engineer • Surveyor, • Project Planning/ Billing Engineer)
3.15	Construction Plan The Tenderer shall provide a Construction plan including details of its proposals in the following sections:
3.15.1	Construction equipment to be employed, a work methodology for all key elements of work and hours of operation.

3.15.2	Method statements for at least the following <ul style="list-style-type: none">• Construction of a reinforced concrete structure element• Sewerage routing through area confined by slumhousing• Construction of DWF interceptors• Deep trenching (in excess of 5m)
3.15.3	The plan shall show the areas to be allocated for the storage of materials, the contractor's compound, facilities to be provided for the Employer's Representative and the general access arrangements to the site and to the different areas within the site.
3.15.4	The means by which the Contractor shall comply with the Environmental Management Plan shall be included.
3.16	Check List for Qualification Forms for TSV 3 (to be submitted)

TSV 4 - Technical Submission (Operation Service)

In this TSV, the Tenderer shall provide details of its proposals for executing the Operation Service under the following sections.

Section	Description
4.0	Not Used
4.1	Organisation and Staffing The Tenderer shall provide concise details describing the organisation and staffing of the Contractor in the following sections:
4.1.1	Organisational chart showing the Contractor's key management personnel and all site related personnel (title), subcontractors (responsibility), other consortia members (responsibilities) and the Employer/Employer's Representative and other external organisations. The chart shall show clear lines of responsibility.
4.1.2	Summary of each position identified in the organisational chart, with a description of the position's duties, the required skill levels/experience/qualifications and a CV of each of the key management personnel and any intended further training for this position.
4.1.3	Schedule of management and site based staff listing their name, position, number of hours/week allocated to this project, number of hours per week on site.
4.1.4	Where the Tenderer intends to procure goods or services the Tenderer shall list these subcontractors and suppliers and the scope and indicative value of the services or goods to be provided.
4.2	Operation Management Plan
4.2.1	Hours of working including identification of the hours the Works will be manned and any activities to be carried out at night or overweekends
4.2.2	A preliminary asset management plan including procedures for managing consumables and spare parts.
4.2.3	Proposed monitoring, sampling and analyses to ensure process optimisation, output quality and quantity and for payment and compliance calculations.
4.2.4	Proposals for recording hours of operation of all plant and energy usage and for recording all chemicals used on the Works for the treatment of waste water and sludge.
4.2.5	Proposals for management of noise and odour as specified in the Employer's Requirements.
4.2.6	Training of client staff including: <ul style="list-style-type: none"> • Work's operational requirements. • Works' maintenance requirements. • Health and safety precautions.
4.2.7	Proposals for the handing over of the Works following the O&M period.
4.2.8	Procedures for operation in the event of a power failure, or failure of critical plant
4.2.9	CV of Plant manager meeting the requirements set out in section 19.9 of the Employer's Requirements.
4.3	Maintenance Plan
4.3.1	Plant Maintenance proposals

Section	Description
4.3.2	Facility Maintenance proposals
4.3.3	Asset Management Plan and Asset Replacement Schedule
4.3.4	Computerized Asset Management and Maintenance Management System
4.4	Check List for Qualification Forms for TSV 4 (to be submitted)

TSV 5 - Technical Submission (Drawings at A3)

Drawings in PDF format shall be provided to illustrate the Tender Submission, but as a minimum the following drawings shall be provided at A3. **Drawings shall be clearly visible and readable with minimum possible zoom.**

Item	Description
	Not Used
1	Site Layout plan without planting
2	Site Layout plan with planting
3	Site elevations
4	Architectural rendered bird's eye views of the site and structures to provide a visual representation of the layout and look of the facility.
5	Site sections
6	Outline GA plans, sections and elevations of buildings, major dry weather flow interceptors, including Gate pump, enclosures, kiosks and fencing with dimensions and key levels
7	Plan showing services, drainage and principal process pipework and clearances
8	Plan and Cross Section drawing of Storm Water Pumping Station (i.e. Gate Pump Technology) of each outfall.
9	Plan and Cross Section drawing of Promenades including bridges.
10	Process & Instrumentation (P&I) diagrams for whole of the works
11	Hydraulic profiles
12	Internal layout plan of each building indicating contents
13	Power supply and distribution single line diagrams
14	Schematic of the plant control and supervision systems (PLC)
15	Any other drawings necessary to illustrate the tenderer's proposal
16	Check List for Qualification Forms for TSV 5 and TSV 6 (to be submitted)
17	Sewerage and rising main long sections and routes
18	Outline GA for pumping stations and DWF interceptors
19	landscaping plans and cross sections

TSV 6 – (Drawings at A1)

Deleted

TSV 7 – Technical Submission (Tender Documents)

Section	Description
7.1	Tender Documents Under this section, Tenderers shall upload one complete set of the Tender Documents including all Tender clarifications and Addenda issued in accordance with ITT 10 and ITT 14, excepting the FIDIC Conditions of Contract, and with each page initialled and by the authorised person.

PACKET C – “FINANCIAL SUBMISSION”**TSV 1 - Financial Submission***Shall be uploaded in folder “C”*

Section	Description	Ref
Forms		
1	Letter of Tender	ITT 22
2	Form of Undertaking to Provide a Parent Company Guarantee	ITT 23
3	Form of Undertaking to Provide a Performance Bank Guarantee	ITT 24
Pricing Schedules – Design-Build		
1.5	Pricing Schedules A1	ITT 32
1.6	Pricing Schedules A2	ITT 32
1.7	Pricing Schedules A3	ITT 32
Pricing Schedules – Operation Service		
1.9	Pricing Schedules B1	ITT 32
1.10	Pricing Schedules B2	ITT 32
1.11	Pricing Schedules B3	ITT 32
1.12	Operation Service Tender Cost Model	ITT 33
1.13	Completed Whole Life Cost Spread sheet	ITT 34

PRICE SCHEDULE C – WHOLE LIFE COST*Shall be uploaded in folder “C”*

APPENDIX C – QUALIFICATIONCRITERIA

APPENDIX C – QUALIFICATION CRITERIA

This appendix contains the financial and experience criteria that a Tenderer must meet and/or demonstrate, and which the Employer shall use to determine whether the Tenderer is qualified to carry out the work.

This is divided as follows

1. Eligibility
2. Historical Contract Non-performance
3. Financial Criteria
4. Technical Criteria
5. Others

The Eligibility and Tender Qualification Criteria are to be read together with the description under Eligible Experience and the Notice of Invitation of Tender and Tender Documents. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Tenderer Qualification Forms.

QUALIFICATION CRITERIA							
No	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements
				All Parties Combined	Each Party	One Party	
1. Eligibility							
1.1	Nationality	REPUBLIC OF INDIA or of any country as in ITT 3.0.	Must meet requirement		Must meet requirement		Forms – 1.1 and 1.2
1.2	Conflict of Interest	No conflicts of interest as in ITT 3.0.	Must meet requirement		Must meet requirement		Qualification Eligibility Form
1.3	Ineligibility	Not having been declared ineligible by Employer or other employer as described in ITT3.0.	Must meet requirement		Must meet requirement		Qualification Eligibility Form & Undertaking Cum Indemnity Bond
1.4	Government Owned Entity	Deleted					
2. Historical Contract Non-Performance							
2.1	History of Non- Performing Contracts	Non-performance of or expulsion from or termination of a contract did not occur within last Five years	Must meet requirement by itself or as partner to past or existing Joint Venture / Consortium		Must meet requirement by itself or as partner to past or existing Joint Venture/ Consortium		Form – 2
2.2	Failure to Sign Contract	Not being under execution of a bid securing declaration or forfeiture of bid security or earnest money deposit pursuant to ITT 3.0 for last 5 (Five)years	Must meet requirement		Must meet requirement		Qualification Eligibility Form
3. Financial Situation							
(In case if project is executed in India and valued in foreign currencies, the project value shall be calculated at the TT Selling Rate published by the Reserve Bank of India at the date of the audited financial statement)							
3.1	Financial Performance	Submission of audited financial statements acceptable to the Employer, for the last 5 (five) financial years to demonstrate the current soundness and profitability of the Tenderer's financial position	Must meet requirement		Must meet requirement		Form – 3.1
3.2	Average Annual Turnover	Average annual turnover of the last 5 years shall not be less than INR – 350.66 Crore. An escalation rate of 10% p.a. can be applied to annual turnover for past years to arrive at current year turnover value.	Must meet requirement	Must meet requirement		The average annual contractual payments received by the JV firm or the arithmetic sum of average annual contractual payments received by all the members of JV firm, in proportion to their share in JV, in last three	Form – 3.2

						financial years shall be at least 30% of the estimated value of the work as mentioned in the tender. (circular ChE/BM/15600/HIC/9.1.2019)	
3.3	Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets or lines of credit other than any contractual advance payments to meet cash-flow requirement of INR 20 Crore for this project.	Must meet requirement	Must meet requirement			Forms – 3.3a and FIN - 3.3b with Statutory Auditor's certificate.
3.4	Available Bid Capacity (ABC)	ABC to be greater than INR 1168.85 Crore .ABC =A*N*2-Bwhere A = Maximum value of civil engineering/construction works executed in any of the last (updated to the price level of the bid year at the rate of 10% per year compounded annually.) 5 years supported by audited financial reports; N = Number of years prescribed for completion of the works for which the Tenders are invited; and B = Value at current price level of the existing commitments and on-going works to be executed over the next three years;	Must meet requirement	Must meet requirement			Form – 3.4

QUALIFICATION CRITERIA									
No	Subject	Requirements	Single Entity	Joint Venture			Submission Requirements		
				All Parties Combined	Each Party	One Party			
4.Experience									
4.1	General Construction Experience	The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in MCGM /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied	Must meet requirement	Must meet requirement		At least one member should have satisfactorily completed 35% of the value of any one component of the project work so as to cover all the components of project work or any member having satisfactorily completed 35% of the value of work of each component during last seven financial years.	Form – 4.1		
4.2	Relevant Construction Experience (Technical Capacity)	<p>Eligible Projects Experience in relation to “Eligible Projects” either fully completed or substantially completed (i.e. 90% of contract value) after January 01, 2017 in India</p> <ul style="list-style-type: none"> • At least one Eligible Project with minimum value of INR 701.31 Crore OR • At least two Eligible Projects with minimum value of INR 467.55 Crore each OR • At least three Eligible Projects with minimum value of INR 350.66 Crore each <p>Eligible project experience in respect of each category shall be measured only for Eligible Projects as given below, with a proviso that in order to qualify, at least one project need to be from Category 1:</p> <ol style="list-style-type: none"> 1. For a project to qualify as an Eligible Project under Category 1, it shall be either Storm Water / Sewage / Water Pumping Stations OR any infrastructure project built in sea, tidal zones of creek or tidal zone of river. 2. For a project to qualify as an Eligible Project under Category 2, it shall be an infrastructure project (excluding railways / metros excluding parts falling under category 1, telecommunications, power transmission lines, mining and buildings) <p>The value of the eligible project shall be considered for the above categories as per the factors below:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Category</td> <td>Multiplication Factor</td> </tr> </table>	Category	Multiplication Factor	Must meet requirements	Must meet requirements			Form – 4.2 with certification & RPC-3 RPC 1
Category	Multiplication Factor								

		<table border="1"> <tr> <td>Category 1</td> <td>1.00</td> </tr> <tr> <td>Category 2</td> <td>0.80</td> </tr> </table> <p>Every eligible project shall be supported by one work order and/or one work experience certificate.</p>	Category 1	1.00	Category 2	0.80					
Category 1	1.00										
Category 2	0.80										
5.0	Others										
5.1	Guarantees 4.3 (b)	Where a parent company's technical/ Financial experience, expertise or goods are used in order to meet the qualifying criteria an undertaking to Provide a Parent Company Guarantee is required for the work proposed in accordance with ITT 23.0.	Must meet requirement		Must meet requirement		Form of Undertaking to Provide Parent Company Guarantee				
5.2	Staffing Resources	Provide proposed organization structure for undertaking the project and CV's of key staff members in accordance with ITT 3.5 g	Must meet requirement	Must meet requirement			Provide organization chart and CV in approved format				
5.3	Equipment capability	Provide equipment capability in accordance with ITT 3.5h	Must meet requirement	Must meet requirement			Provide equipment capability in approved format				

ELIGIBLE EXPERIENCE			
Qualification Criteria	Requirement	Further Qualifying Requirements for eligibility	Forms
General Construction Experience - Qualification Criteria 4.1			
Experience in general construction	5 years minimum	The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in MCGM /Semi Govt. /Govt. & Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub-Contractor, where the subcontract had involved similar nature of work as described in the scope of works in this bid document, provided further that all other qualification criteria are satisfied	Form – 4.1
Time period	Last 5 years		

Notes:

- 1.0 Tenderer must demonstrate that they meet or exceed the criteria in Appendix C Qualification Criteria by providing details of Eligible Experience which shall be assessed against the characteristics as described in ITT 2.0 Scope of Contract.
- 2.0 Not Used
- 3.0 ForeachReferenceProjectssubmittedasEligibleExperiencetheTenderershallsubmitthe following as per the formats provided in Appendix D-TendererQualificationForms.
- Certificate from the concerned client on client's letter head in the format provided.
 - Duly notarized copy of work order / extract of contract confirming the scope of work.
 - In case a particular project has been jointly executed by the Tenderer (or any Party constituting the Tenderer) as part of a JV, the Tenderer shall further support its claim as a lead partner by producing a certificate from its Statutory Auditor or the client.
 - The work experience/ performance certificate shall be duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.
- 4.0 Tenderer shall
- a) Self-complete reference project certificate on letter head (with appropriate declaration).
 - b) Provide a corresponding client certificate mentioning relevant details of the project with specified and achieved effluent standards.
 - c) Provide name of Concerned Authority.
- 5.0 Update of annual turnover (3.2)and contract value (4.2)to the price level of the bid year to be done at the rate of 10%peryearcompoundedannuallyasfollows:

Year	Multiplying factor
2020-21	1.10
2020-19	1.21
2018-19	1.33
2017-18	1.46
2016-17	1.61
2015-16	1.77
2014-15	1.95

Design Standards shall be specifically mentioned in the contract document or agreed in writing with the client before commencement of the project.

6.0 Eligible project experience of the Pump Manufacturer on the Gate Pump solution proposed shall be:

- a. The parent company shall be manufacturer of gate pumps atleast for the last 7 years and should have a minimum turnover of Rs.74.77 crores in the last 5 years.

- b. The Company should have at least established its presence in India in the last 7 years
- c. The parent company shall have successfully manufactured and supplied gate pumps of minimum capacity of 6 cum/sec to at least 2 projects anywhere in the world which is working satisfactorily for at least 1 (one) year as on date of invitation of the tender.

The Pump Manufacturer shall fill all referenced projects information as required and the bidder shall submit a Memorandum of Understanding on Rs. 500/- Non judicial Stamp Paper duly notarised with the Pump manufacturer.

If the work is awarded to the Bidder, immediately afterwards, within one month of issue of letter of acceptance, the Pump manufacturer will have to form a legal entity in the form a Special Purpose Vehicle (SPV) with an office in India for the sole purpose of execution, operation and management of this project. This SPV shall sign a tri-patriate collateral warranty agreement with the Employer and Contractor. The SPV shall also provide a performance security on its behalf from any bank indicated in ITT Clause 19(1), for an amount of Rs.74.77 crores valid till the end of the operations period. The performance security will be released proportionately after successful completion of operation every year. The SPV will have to provide evidence to MCGM to establish that the equity infusion into the SPV is made by the Pump Manufacturer.

APPENDIX D – TENDERER QUALIFICATION FORMS

APPENDIX D – TENDERER QUALIFICATION FORMS

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Power of Attorney for Signing of Tender

(To be submitted by the Tenderer and each Party constituting the Tenderer)

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms(name),son/daughter/wifeof.....and presentlyresidingat.....,whoispresentlyemployedwithus/theLeadMemberof our Joint Venture and holding the position of..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender Submission for the ***** Contract proposed or being developed bythe ***** (the "Employer") including but not limited to signing and submission of all applications, Tender Submissions and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Tender, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Tender for the said Contract and/ or upon award thereof to us and/or till the entering into the Contract with theEmployer.

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

IN WITNESSWHEREOFWE,..... , THE ABOVE NAMED PRINCIPALHAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For.....

(Signature, name, designation andaddress)

(Notarised)

Witnesses:

- 1.
- 2.

Accepted

..... (Signature) (Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

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

Power of Attorney for Lead Member of Joint Venture

(To be submitted in the case where the Tenderer is a JV)

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

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

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

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

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

For..... (Signature)

Witnesses:

- 1.
- 2.

..... (Executants)

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

..... (Name & Title)

Notes:

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

Tenderer Qualification Eligibility Form

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

No. and title: *[insert Package No. and title of work]*

To: *[insert full name of Employer]*

We, the undersigned, confirm that we believe we have the appropriate credentials to tender for the above works and declare that:

- a) We, have nationalities from eligible countries, in accordance with ITT3.
[insert the nationality of the Tenderer, including that of all partners in case of a Joint Venture, and then the nationality of each already identified subcontractor and supplier of related services, if applicable];
- b) We, including any subcontractors or suppliers for any part of the Contract resulting from this Tender Process, do not have any conflict of interest, in accordance with ITT3;
- c) We, including any subcontractors or suppliers for any part of the Contract resulting from this Tender Process, have not been declared ineligible under the Employer's country laws, official regulations, or have forfeited our bid security or earnest money deposit, or are not under execution of a bid securing declaration in accordance with ITT3;
- d) *[Insert either "we are not a Government owned entity" or "we are a Government entity, and we meet the requirements of ITT3];*
- e) We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tender Process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
<i>[insert full name for each occurrence]</i>	<i>[insert street/ number/city/country]</i>	<i>[indicate reason]</i>	<i>[specify amount in RUPEES equivalent]</i>

[If none has been paid or is to be paid, indicate "none".]

- f) We undertake that in case of any change in facts or circumstances during the Tendering Process, we are affected by the provisions of disqualification in terms of the provisions of the Tender Documents we shall inform the Employer of the same immediately.

Signed* *[insert signature(s) of an authorized representative(s) of the Tenderer]*

Name *[insert full name of person signing the application]*

In the Capacity of *[insert capacity of person signing the application]* Duly authorized to sign the application for and on behalf of: Tenderers Name *[insert full name of Tenderer]*

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

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

**Provide Power of Attorney for Authorized Representative signing this document as per ITT 36.*

Undertaking Cum Indemnity Bond

(on Rs.500/- stamp paper)

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

_____Hereby gives
an UNDERTAKING CUM INDEMNITY BOND asunder:

AND WHEREAS we are registered contractor/s with the Municipal Corporation of Greater
Mumbai and / or (Name of other authority), havingRegistrationNo. _____
validupto._____.

AND WHEREAS the Municipal Corporation of Greater Mumbai had published the tender notice
for the work of Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer
Sewer, Training of River (Retaining Wall & Service Road), Beautification including Promenades
and Allied Works from Prem Nagar Outfall, Kurla to Mahim Causeway AND WHEREAS I/we
wantto participate in the said Tender procedure, I/We hereby give an Undertaking-cum-
Indemnity Bond as hereinafter appearing:-

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

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

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

Place

Date :

Proprietor/Partners/Directors/POAHolder

(Seal of Firm/Co.)

Identified by me,

BEFORE ME

Form – 1.1 – Tenderer Information Form

Date: [insert day, month, year]

No. and title: [insert title of works]

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

Tenderer's legal name <i>[insert full legal name]</i>
In case of Joint Venture (JV), legal name of each partner: <i>[insert full legal name of each Party in JV]</i>
Tenderer's Actual or Intended country of constitution: <i>[indicate country of Constitution]</i>
Tenderer's actual or Intended year of constitution: <i>[indicate year of Constitution]</i>
Tenderer's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Tenderer's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITT3. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT3

Form – 1.2 – Tenderer's Party Information Form

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

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

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

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

Tenderer/JV legal name: <i>[insert full legal name]</i>
Tenderer's Party legal name: <i>[insert full legal name of Tenderer's Party]</i>
Tenderer's Party country of registration: <i>[indicate country of registration]</i>
Tenderer Party's year of constitution: <i>[indicate year of constitution]</i>
Tenderer Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Tenderer Party's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above, in accordance with ITT3. <input type="checkbox"/> In case of a Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT3.

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of20...

AMONGST

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

AND

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

AND

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

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

WHEREAS,

- (A) The Municipal Corporation of Greater Mumbai represented by the Municipal Commissioner and having its principal office at MCGM, Municipal Building, Mahapalika Marg, Fort Mumbai 400001 (hereinafter referred to as the “**Employer**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited tenders (the “**Tenders**”) by its Invitation to Tender Document (the “**ITT**”) dated for the design, build and operation of a municipal wastewater treatment facility at WSP site near Powai Lake and ancillary works (the “**Project**”) to be entered into between the selected Tenderer for the Project and the Employer;
- (B) The Parties are jointly tendering for the Project as members of a joint venture and in accordance with the terms and conditions of the ITT and other tender documents in respect of the Project; and
- (C) It is a necessary condition under the ITT that the Parties bidding as a joint venture shall enter into this Agreement and furnish this Agreement to the Employer as part of their tender submission.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Joint Venture

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

3. Covenants

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

4. Role of the Parties

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

- a) Party of the First Part shall be the Lead member of the JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV during the Tender process and until the execution date of the DBO Contract when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall be the _____ Member of the Joint Venture;
- c) Party of the Third Part shall be the _____ Member of the Joint Venture;

5. Joint and Several Liabilities

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

6. Shareholding in the SPV

- 6.1. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

- 6.2. The Parties undertake that a minimum of 30% (thirty per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the Contract Completion Date, as defined in the DBO Contract, be held by the Party of the First Part.
- 6.3. The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the Contract Completion Date, as defined in the DBO Contract.
- 6.4. The Parties undertake that they shall not sell or change their stake in SPV until the Contract Completion Date, as defined in the DBO Contract.

7. Representation of the Parties

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

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and

authority to execute this Agreement on behalf of the JV Party is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PARTY

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PARTY

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

In the presence of:

- 1.
- 2.

Memorandum of Understanding

(MOU FOR GATE PUMP MANUFACTURER TO BE SUBMITTED ON A **500 Rs.** STAMP PAPER AND DULY NOTARISED)

This memorandum of understanding (hereinafter referred to as MOU) is made at **MUMBAI** and entered into this ____ day of _____, 2022 by and between

M/s _____ (Tenderer) having their registered office at _____ (hereinafter referred to as the FIRST PARTY)

And

M/s (Gate Pump Manufacturer) having its registered office at _____ (hereinafter referred to as the SECOND PARTY) hereinafter collectively referred to as the parties and individually as a Party.

WHEREAS, Deputy Municipal Commissioner (Infra), Municipal Corporation of Greater Mumbai, hereinafter referred to as the "EMPLOYER") has invited bids for MITHI RIVER WATER QUALITY IMPROVEMENT PROJECT PACKAGE 3 – CITY PROJECT in Mumbai, Maharashtra, India (hereinafter referred to as the "Project") on Design, Build and Operate Model.

AND WHEREAS the FIRST PARTY is desirous to submit the Tender Application for the Project and the condition of the Tender Document permits collaboration with Original Equipment Manufacturer of Gate Pumps.

AND WHEREAS the SECOND PARTY, being an experienced manufacturer of Gate Pumps and is capable of designing, manufacturing, supplying and operating the Gate Pumps as specified in the tender documents, has agreed to associate with the FIRST PARTY in the form of Collaboration.

AND WHEREAS the SECOND PARTY has agreed to design, manufacture and supply the gate pumps and provide technical assistance in execution of the project till expiry of Defect Liability Period for said project and has agreed to devote all necessary resources to the performance of those services till end of 10th year of O&M period and also support with the spares for the entire pump life.

AND WHEREAS the SECOND PARTY has agreed to not seek to make nor accept any material variation to the terms of its obligations pursuant to the Tender Submission and has agreed to provide post sales service for pump life (15 years).

AND WHEREAS the FIRST PARTY understands that the SECOND PARTY can provide similar agreements to any number of prospective tenderers of the Project approaching the SECOND PARTY for the memorandum of understanding and the SECOND PARTY understands that the FIRST PARTY may also enter into understanding with other similar manufacturers for the same tender.

NOW, THEREFORE, in consideration of the mutual promise and covenants set forth herein, the Parties hereby agree that;

- 1) THE FIRST PARTY will include the SECOND PARTY in their Tender submitted to the EMPLOYER as a Collaborator.
- 2) This MOU is considered to be irrevocable for the present project. It is hereby agreed that both parties will work in a joint effort to bid for the Tender, and if successful, the SECOND PARTY will supply Gate Pumps including supporting back up on overall design and to give technical assistance in execution of the project.
- 3) The SECOND PARTY undertakes that the technology being offered conform to all technical specification requirement set forth in the tender and further agree to abide by with the execution schedule agreed by the FIRST PARTY.
- 4) The scope of either parties is as under:

FIRST PARTY shall be responsible for:

- a.
- b.
- c.

SECOND PARTY shall be responsible for:

- a.
- b.
- c.

5) This MOU shall be terminated if the FIRST PARTY is not awarded with the work and / or the tender process is annulled by the Employer.

IN WITNESS WHEREOF,

The parties hereto have duly executed this Memorandum of Understanding through their authorized representatives as on the day, date, year and place written above.

For and on behalf of

Tenderer
Authorized Signatory
Name :
Position:

Gate Pump Manufacturer
Authorized Signatory
Name :
Position:

Note:

- 1. *A power of attorney to sign the document shall be provided in support of the authorised signatory of each party.*
- 2. *If the Power of Attorney is issued outside India, the same shall be subject to Apostille requirements*
- 3. *MCGM may seek the proof of travel to Mumbai by the parties for the execution of this document, and if the same is not provided, the MoU shall be considered as null and void.*

UNDERTAKING BY THE ORIGINAL EQUIPMENT MANUFACTURER (OEM)**(To be given on Rs.500/- Stamp Paper)**

To,
The Municipal Commissioner,
Municipal Corporation to Greater Mumbai
Mahapalika Marg, Fort, Mumbai 400 001

Sub:
Ref : Tender No:

Sir,

We ----- (Name of the Original Equipment Manufacturer for Gate pumps) are reputed Original Equipment Manufacturers for Gate pumps having office at -----

WHEREAS we have extended our support for the supply, installation, commissioning and operation services of Gate Pumps to M/s ----- (Name of the Tenderer) for the work of **“MITHI RIVER WATER QUALITY IMPROVEMENT PROJECT PACKAGE 3 – CITY PROJECT** with tender No.”

AND WHEREAS the Municipal Corporation of Greater Mumbai desires that the Original Equipment Manufacturer be also responsible for the implementation and operation of the Gate Pumps.

I/We hereby further agree and undertake that:

1. We are in the business of manufacturing of _____ (Name of the Product from the OEM) brand of the Gate Pumps for more than 5 years.
2. We are capable to design, manufacture & supply on Site the Gate Pumps as per technical specifications in the tender within 120 days from the issuance of work order;
3. We shall supply any spare part related to these specialized machineries in reasonable time period, till the successful completion of contract period.
4. The products offered by us under this tender are not obsolete or on the path of obsolescence and spare parts and service support will be provided by us during the Contract period specified in this Tender. In case, if any product is discontinued, product with better specifications that are compatible to the supplied equipment shall be made available.
5. We shall provide post sales service for pump life (15 years).
6. We are also aware of the fact that in case of failure, MCGM reserves the right to take suitable action against Original Equipment Manufacturer.
7. We/ any of our group companies/ subsidiaries are not blacklisted in India by MCGM/ any government/ semi-government / Public undertaking organization.
8. If the work is awarded to the Bidder, immediately afterwards, within one month of issue of letter of acceptance, we will form a legal entity in the form of a Special Purpose Vehicle (SPV) for the sole purpose of execution, operation and management of this project. This SPV shall establish an office in India for management of the project. SPV shall sign a tri-patriate collateral warranty agreement with the Employer and Contractor. The SPV shall also provide a performance security on its behalf from any bank indicated in ITT Clause 19(1), for an amount of Rs.74.77 crores valid till the end of the operations period. We also confirm that we shall provide the proof of equity infusion into the SPV, if the same is sought by MCGM.

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

We hereby further agree and undertake that, this undertaking is irrevocable unless the tender is cancelled by the Employer or the party whom we are supporting is not successful in getting the award of the tender.

We understand that the undertaking shall be subject to the jurisdiction of Courts of Mumbai, India.

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

Place:

Date :

Signature of Authorised Signatory
Name and Designation
Parental Company Rubber Stamp
of Original Equipment Manufacturer

Identified by me,

BEFORE ME

Note:

- 1. A power of attorney to sign the document shall be provided in support of this document.*
- 2. If the Power of Attorney is issued outside India and / or the undertaking is signed at a place outside India, the same shall be subject to Apostille requirements*

Form – 2 – Historical Contract Non-Performance

[The following table shall be filled in for the Tenderer and for each Party constituting the Tenderer and an Affidavit in this regard shall be submitted]

Date: [insert day, month, year]

Tenderer'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

Non-Performing Contracts in accordance with Appendix C, Eligibility and Qualification Criteria

1. Contract Non-performance leading to Contract Termination by Employer or adverse award or pronouncement by an arbitral tribunal or judiciary						
Sr. No.	Name and location of project	Name and address of client	Description	Nature of Dispute		
				Period of Arbitration/ Litigation From --To	Amount Claimed	Award in favour of client
2. Black Listing or debarment proceedings ongoing or completed by any Public Agency/ Employer						
Sr. No.	Name and location of project	Name and address of client	Remarks regarding blacklisting of debarment ongoing/completed	No. of years of debarment/ blacklisting		
3. Pending Litigation						
No pending litigation in accordance with Appendix C, Sub-Section 2. Pending litigation as indicated below.						
Year	Outcome as Percentage of Total Assets	Contract Identification		Total Contract Amount (current value, in INR equivalent)	Cost of Non performing contract in Rupees	
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute]		[insert amount]		

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

Signature and Seal of the Tenderer

Form – 3.1 – Financial Situation

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

Date: [insert day, month, year]

Tenderer's Legal Name: [insert full name]

Tenderer Party's Legal Name: [insert full name]

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

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

1) FinancialData

Financial information in (INR equivalent)	Historic information for previous five years (INR. Millions) [Insert amount in INR equiv.]*				
	Year 1	Year 2	Year 3	Year 4	Year 5
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW) (TA-TL)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

***Only INR to be considered. Where financial statements are valued in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date.**

2) Financialdocuments

The Tenderer and its Parties shall provide copies of the financial statements including balance sheets all notes and related income statements for **five years** pursuant to Part A Eligibility and Qualifications Criteria, No 3.1. The financial statements shall:

- a) Reflect the financial situation of the Tenderer or any Party constituting the Tenderer, and not sister or parent companies.
- b) Be audited by a certified accountant.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted).

Financial years shall be as follows

Year	Multiplying factor
2020-21	1.10
2019-20	1.21
2018-19	1.33
2017-18	1.46
2016-17	1.61
2015-16	1.77
2014-15	1.95

Form – 3.2 – Average Annual Turnover

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

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

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

Tenderer Party'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

Annual Turnover					
Year	Amount and Currency	Conversion Rate *	INDIAN RUPEES Equivalent	Escalation Factor**	Escalated Turnover
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		<i>[Insert amount in INR equiv.]*</i>		
Average Annual Turnover					

***Only INR to be considered. Where financial statements are valued in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date.**

** An escalation rate of 10% per annum may be applied to the annual Turnover.

Form – 3.3(a) – Financial Resources

Specify proposed sources of financing - lines of credit or liquid assets other than contractual advance payments and net of current commitments, available to meet the cash flow requirements of the subject contract as indicated in Appendix C Eligibility and Qualification Criteria.

	Source of Financing	Amount (INR equivalent)
1.		
2.		
3.		
4.		

***Only INR to be considered. Where cash flow /financial resources are valued in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date.**

Provide:

- Letter from Bank indicating available line of credit for this Projectand/or;
- Certificate from statutory auditor confirming the available cash reserves as on date of submission of Tender Documents. Cash reserves are to be calculated excluding any short term liabilities and all projectadvances.

Form – 3.3(b) – Current Contract Commitments / Works in Progress

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

Date: [insert day, month, year]

Tenderer's Legal Name: [insert full name]

Tenderer Party'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

Tenderers and each partner to Tender should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of Contract	Employer, contact address/ Tel./ Fax	Value of outstanding work INR	Estimated Completion Date	Average monthly invoicing over last six months (INR/month)
1.				
2.				
3.				
4.				
5.				
etc.				

***Only INR to be considered. Where values are in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date.**

Form – 3.4 – Assessed Available Tender Capacity

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

Date: [insert day, month, year]

Tenderer's Legal Name: [insert full name]

Tenderer Party'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

Assessed Available Bid Capacity = $(A*N^2-B)$, where

A = Average value of works executed during the last five years which will take into account the completed as well as works in progress (e.g. = $(\sum(A_1 \text{ to } A_5)/5)$;

B = Value at current price level of the existing commitments and on-going works to be completed during the next three years; and

N = Number of years prescribed for completion of the works for which the Tender Submissions i.e. three years.

Information	Year	Amount and Currency	INR * equivalent	Escalation Factor**	Escalated Turnover
Value of works executed. (Completed and work in progress) = A_1		[insert amount and indicate currency]	[insert amount in INR equiv.]		
-----" A_2					
-----" A_3					
-----" A_4					
-----" A_5					
TOTAL $\sum(A_1 \text{ to } A_5)$					
AVERAGE = $(\sum(A_1 \text{ to } A_5)/5)$					

Information	Year	Amount and Currency	INR equivalent
Value at current price level of existing commitments and on-going works to be completed during the next three years = B			
Available Tender Capacity = $(A*N^2-B)$, where N=3			

*Only INR to be considered. Where values are in foreign currency, exchange rate for conversion to INR shall be as published by Reserve Bank of India on the applicable date.

** An escalation rate of 10% per annum may be applied to the annual Turnover.

Form – 4.1 – General Construction Experience

[The following table shall be filled in for the Tenderer and for each Party constituting the Tenderer accompanied by client's certificate, or duly notarized copy of work order/extract of contract agreement confirming the project details]

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

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

Tenderer Party'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

[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Appendix C, Eligibility and Qualification Criteria No 4.1. List contracts chronologically, according to their commencement (starting)dates.]

Starting Month / Year	Ending Month /Year	Contract Identification	Role of Tenderer
<i>[indicate month/ year]</i>	<i>[indicate month/ year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Tenderer: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in INR equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/ country]</i>	<i>[insert "Prime Contractor" or "Subcontractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Tenderer: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in INR equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert " Prime Contractor" or "Subcontractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Tenderer: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in INR equivalent]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/ country]</i>	<i>[insert " Prime Contractor" or "Subcontractor"]</i>

Form – 4.2 – Relevant Construction Experience

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

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

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

Tenderer Party'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

[Identify contracts that demonstrate Construction Experience pursuant to Appendix C, Eligibility and Qualification Criteria No 4.2]

Reference Project No.	Information		
<i>[insert number] of [insert number of similar contracts required]</i>			
Name of the Project:			
Location (Postal Address of the Facility)			
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Award date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>		
Contractual Completion Date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>		
Actual Date of Completion	<i>[insert day, month, year, e.g., 03 October, 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;"><i>Prime Contractor</i></td> <td style="text-align: center;"><i>Sub-Contractor</i></td> </tr> </table>	<i>Prime Contractor</i>	<i>Sub-Contractor</i>
<i>Prime Contractor</i>	<i>Sub-Contractor</i>		
Total Construction Contract Amount	<i>Total contract amount in INR</i>		
If Party in a JV, specify participation of total contract amount	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;"><i>[insert percentage amount in INR]</i></td> <td style="text-align: center;"><i>[insert total contract amount in INR]</i></td> </tr> </table>	<i>[insert percentage amount in INR]</i>	<i>[insert total contract amount in INR]</i>
<i>[insert percentage amount in INR]</i>	<i>[insert total contract amount in INR]</i>		
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert e-mail address, if available]</i>		
Description of the activities	<i>[insert response to inquiry indicated in left column]</i>		
1. Physical size	<i>[insert physical size of activities]</i>		
2. Complexity	<i>[insert description of complexity]</i>		
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>		
4. Other Characteristics	<i>[insert other characteristics as appropriate]</i>		

Declaration *(by Tenderer (or its constituent Party)):*

I hereby declare and confirm that the above information is truthful and correct. I understand that in the case that this information is found to be false or misleading our party and JV partners (if any) will be liable to be disqualified from the process and the Employer shall reserve the right to initiate appropriate action.

Sign:

Authorised Signatory of the Party

AND

Name, sign and seal of the certifying employer of the client of designation chief engineer or equivalent or engineering head of the department

Form – 4.3(a) – Specific Experience in Key Activities (Design & Construction)

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

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

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

Tenderer Party'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

[Identify contracts that demonstrate Design, Construction and Commissioning Experience pursuant to Appendix C, Eligibility and Qualification Criteria No 4.3(a)]

Key Activity: *[prepare for each key activity under Criteria No 4.3(a)]*

Reference Project No.	Information		
<i>[insert number] of [insert number of similar contracts required]</i>			
Name of the Project:			
Location (Postal Address of the Facility)			
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Installed design capacity (MLD):	<i>[insert capacity in MLD]</i>		
Award date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>		
Construction period	<i>[insert day, month, year, e.g., 03 October, 2015] to [insert day, month, year, e.g., 03 October, 2017]</i>		
Date of Commissioning:	<i>[insert day, month, year, e.g., 03 October, 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	Design <input type="checkbox"/>	Construction & Commissioning Prime-Contractor <input type="checkbox"/> Sub-Contractor <input type="checkbox"/>	
Total Construction Contract Amount	<i>[insert total contract amount in local currency]</i>	INR <i>[insert Total contract amount in INR equivalent]</i>	
If Party in a JV, specify participation of total contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert total contract amount in INR equivalent]</i>
Employer's Name:	<i>[insert full name]</i>		
Address:-	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert e-mail address, if available]</i>		

Reference Project No.	Information
Description of the key activities in accordance with Sub-Factor 4.3(a):	<i>[insert response to inquiry indicated in left column]</i>
1. Physical size	<i>[insert physical size of activities]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
4. Other Characteristics	<i>[insert other characteristics as appropriate]</i>

Form – 4.3(b) – Specific Experience in Key Activities (O&M)

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

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

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

Tenderer Party'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

~~“Identify contracts that demonstrate Operation and Maintenance Experience pursuant to Appendix C, Eligibility and Qualification Criteria No 4.3(b).”~~

Key Activity: *[prepare for each key activity under Criteria No 4.3(b)]*

Reference Project No. <i>[insert number] of</i> <i>[insert number of similar contracts required]</i>	Information		
Name of the Project:			
Location (Postal Address of the Facility)			
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Installed capacity (MLD):	<i>[insert capacity in MLD]</i>		
O & M Contract Award date	<i>[insert day, month, year, e. g., 15 June, 2015]</i>		
O & M Contract Commencement date	<i>[insert day, month, year, e. g., 15 July, 2015]</i>		
O & M Contract Completion date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor _____ Sub-Contractor <input type="checkbox"/> _____ <input type="checkbox"/>		
Total O & M Contract Amount	<i>[insert total contract amount in local currency]</i>	INR <i>[insert total contract amount in INR equivalent]</i>	
If partner/member in a JV, or subcontractor, specify participation in total contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert total contract amount in INR equivalent]</i>
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert e-mail address, if available]</i>		
Description of the similarity in accordance with Sub-Factor 4.3(b):			
1. Physical size	<i>[insert physical size of activities]</i>		
2. Complexity	<i>[insert description of complexity]</i>		

Reference Project No. <i>{insert number} of</i> <i>{insert number of similar contracts required}</i>	Information
3. Methods/Technology	<i>{insert specific aspects of the methods/ technology involved in the contract}</i>
4. Other Characteristics	<i>{insert other characteristics as appropriate}</i>

Form RPC 1 - Reference Project Certificate (Similar Experience)

Works Contracts

[To be filled by the Tenderer for each Reference Project provided under Form 4.3(a) accompanied by client's certificate confirming the project details]

This information should be filled for all types of works prescribed in Clause no 3.3 (Similar Experience)

Date: [insert day, month, year]

General Details			
Name of the Project:			
Location (City, Country)			
Name of Contractor			
Joint Venture Partner 1		Equity participation	%
Joint Venture Partner 2		Equity participation	%
Joint Venture Partner 3		Equity participation	%
Nature of work	River or Major nalla / Road / Storm water or sewage pumping station /Horizontal Directional Drilling (HDD) / Promenade / Pulse plasma		
Type of work	New / Repair /Rehabilitation / Trenching / Pot holes		
Length & Width of completed work			
Payment received till last month of bid invitation			
Type of Structures / Foundation / Super structure	R.C.C. /U.C.R. /Asphalt / Mastic / Concrete /Paver block / Steel		
Capacity installed in MLD or Cum per sec			
Hardness factor in Moh scale and MPa	(The test certificate shall be provided)		
Date of Award:			
Scheduled Completion Date:			
Actual Completion Date			
Date of Commissioning			
Value of Construction part			
Value of O&M part			
Scope of Works			
Is O&M post commissioning part of the scope	If yes, please state period of O&M post commissioning		
Scope of Works & Nature of Contract:	Please provide description to demonstrate similarity with proposed works		
Performance			

Did the plant meet the performance requirements at Taking Over?	
Does the plant continue to meet the performance requirements?	
Comments about overall execution of the works by the contractor:	
Were liquidated damages & / or penalties recovered from the Contractor:	If yes, please briefly describe nature of default & the amounts recovered.
Is there any litigation / arbitration / dispute pending with Contractor:	If yes, please describe briefly the nature of dispute
How do you rate the overall performance of the Contractor:	
Contact Details	
Name	
Postal address	
Phone	
Email	

Declaration (by Tenderer (or its constituent Party)):

I hereby declare and confirm that the above information is truthful and correct. I understand that in the case that this information is found to be false or misleading our party and JV partners (if any) will be liable to be disqualified from the process and the Employer shall reserve the right to initiate appropriate action.

Sign: __

 Authorised Signatory of the Party

AND

Name, sign and seal of the certifying employer of the client of designation chief engineer or equivalent or engineering head of the department.

In case if tenderer is unable to obtain employer's signature on RPC 1, then he must submit (along with related RPC 1) experience certificate issued by the project employer on employer's letterhead. Such certificate issued by the project employer should contain all the information mentioned in the form RPC 1 and should be signed by the project authorised signatory not below the rank of Executive Engineer/Superintendent Engineer/ of any Govt.Undertaking.

Form RPC 1(a) - Reference Project Certificate (Gate Pump)

Works Contracts

[To be filled by the Tenderer for each Reference Project provided under Form 4.3(a1) accompanied by client's certificate confirming the project details]

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

General Details			
Name of the Project:			
Location (City, Country)			
Name of Contractor			
Joint Venture Partner 1		Equity participation	%
Joint Venture Partner 2		Equity participation	%
Joint Venture Partner 3		Equity participation	%
Payment received till last month of bid invitation			
Capacity of individual pump and total capacity of pumping station in Cum per sec			
O & M Period Completed (No. of years)			
Date of Award:			
Scheduled Completion Date:			
Actual Completion Date			
Date of Commissioning			
Date of O&M commencement			
Date of O&M completion			
Value of Construction part			
Value of O&M part			
Scope of Works			
Is O&M post commissioning part of the scope		If yes, please state period of O&M post commissioning	
Scope of Works & Nature of Contract:		Please provide description to demonstrate similarity with proposed works	
Performance			
Did the plant meet the performance requirements at Taking Over?			
Does the plant continue to meet the performance requirements?			
Comments about overall execution of the works by the contractor:			
Were liquidated damages & / or penalties recovered from the Contractor:		If yes, please briefly describe nature of default & the amounts recovered.	

Is there any litigation / arbitration / dispute pending with Contractor:	If yes, please describe briefly the nature of dispute
How do you rate the overall performance of the Contractor:	
Contact Details	
Name	
Postal address	
Phone	
Email	

Declaration (by Tenderer (or its constituent Party)):

I hereby declare and confirm that the above information is truthful and correct. I understand that in the case that this information is found to be false or misleading our party and JV partners (if any) will be liable to be disqualified from the process and the Employer shall reserve the right to initiate appropriate action.

Sign: __

 Authorised Signatory of the Party

AND

Name, sign and seal of the certifying employer of the client of designation chief engineer or equivalent or engineering head of the department.

Form RPC 2 - Reference Project Certificate

Operation and Maintenance

[To be filled by the Tenderer for each Reference Project provided under Form 4.3(b) accompanied by client's certificate, confirming the project details]

Date: [insert day, month, year]

General Details			
Name of the Project:			
Location (City, Country)			
Name of Contractor			
Joint Venture Partner 1		Equity participation	%
Joint Venture Partner 2		Equity participation	%
Joint Venture Partner 3		Equity participation	%
Date of Award:			
Date of Construction Completion:			
Date of Commissioning			
Date of O&M commencement			
Date of O&M completion			
Value of Construction part			
Value of O&M part			
Installed capacity (MLD):			
Current operating capacity (MLD)			
Value of O&M contract (per year)			
Number of staff per shift			
Nature of Plant			
Scope of Works & Nature of Contract:		Please provide description to demonstrate similarity with proposed works	
Screening Arrangement		Yes/No. If yes provide details	
Power generation		Yes/No. If yes provide details**	
Is the plant operational 24hrs a day 365 days a year:		Yes/No	
Does the plant have a testing laboratory		Yes/No	
Describe the sampling and testing regime		(e.g. number of samples, composite or grab, automatic or manual collection)	
Is there a sampling & testing protocol & regime specified in the O&M contract:			
Is QA/QC of plant laboratory undertaken by Independent agency:		(please specify the frequency that the QA/QC testing is undertaken)	

Has the Contractor developed and implemented an ongoing Asset Management Plan which includes a schedule for asset replacements and renewals during long term O & M period.	
Which of the following are included in the O&M contract	
Labour?	
Power?	
Chemicals?	
Maintenance?	
Asset replacement?	
Laboratory?	
Performance	
Please provide comments about overall O&M performance of the Plant	
Have damages and/or penalties been applied	If yes, please briefly describe nature of default & the amounts recovered.
Is there any litigation / arbitration / dispute pending with Contractor:	If yes, please describe briefly the nature of dispute
How do you rate the overall performance of the Contractor:	
Contact Details	
Name	
Postal address	
Phone	
Email	

*Please provide installed and current operating capacity in MLD.

**Please provide installed and current operating capacity of power generation in MW/day

I hereby declare and confirm that the above information is truthful and correct. I understand that in the case that this information is found to be false or misleading our party and JV partners (if any) will be liable to be disqualified from the process and the Employer shall reserve the right to initiate appropriate action.

Sign: _____
Authorized Signatory of the Party

AND

Name, sign and seal of the certifying employer of the client of designation chief engineer or equivalent or engineering head of the department.

In case if tenderer is unable to obtain employer's signature on RPC 2, then he must submit (along with related RPC 2) experience certificate issued by the project employer on employer's letterhead. Such certificate issued by the project employer should contain all the information mentioned in the form RPC 2 and should be signed by the project authorised signatory not below the rank of Executive Engineer/Superintendent Engineer of any Govt. Undertaking.

Form RPC 3 – Reference Project Certificate (Relevant Construction Experience / Technical Capacity)

Works Contracts

[To be filled by the Tenderer for each Reference Project provided under Form 4.2 accompanied by client's certificate confirming the project details]

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

General Details			
Name of the Project:			
Location (City, Country)			
Name of Contractor			
Joint Venture Partner 1		Equity participation	%
Joint Venture Partner 2		Equity participation	%
Joint Venture Partner 3		Equity participation	%
Contract Cost			
Date of Award:			
Scheduled Completion Date:			
Actual Completion Date			
Payment received till last month of bid invitation			
Scope of Works			
Scope of Works & Nature of Contract:		Please provide description	
Performance			
Comments about overall execution of the works by the contractor:			
Were liquidated damages & / or penalties recovered from the Contractor:		If yes, please briefly describe nature of default & the amounts recovered.	
Is there any litigation / arbitration / dispute pending with Contractor:		If yes, please describe briefly the nature of dispute	
How do you rate the overall performance of the Contractor:			
Contact Details			
Name			
Postal address			
Phone			
email			

Certificate from the Statutory Auditor

[To be provided for each Reference Project where the project was executed by the party as aJV]
Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Tenderer/ JV Party) was engaged by..... (title of the project company) to execute (name of project) for (nature of project). The construction of the project commenced on.....(date)andtheprojectwas/islikelytobecommissionedon..... (date, if any). It is certified that (name of the Tenderer/ JV Party) received/paid Rs. cr. (Rupees crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupees.....crore), of which the Tenderer/JV Party received/paid Rs. cr. (Rupees crore), during the past five financial years as per year-wise details noted below:

..... {It is further certified that the payments/ receipts indicated above are restricted to the share of the Tenderer/JV Party who undertook these works as a partner or a member of joint venture/ consortium.

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorized signatory).

Date:

CV FORMAT

1	Proposed Position	:			
2	Name of Firm	:			
3	Name of Staff	:			
4	Date of Birth	:		Citizenship:	
5	Education	:			
6	Membership of Professional Associations	:			
7	Other Training	:			
8	Countries of Work Experience	:			
9	Languages	:	Speaking	Reading	Writing
		:			
		:			
		:			
10	Employment Record	:			
a)	From	:			
	Employer	:			
	Position Held	:			
11	Detailed Tasks Assigned	:			
12	Work Undertaken that Best Illustrate Capability to Handle the Tasks Assigned				
	Name of Assignment or Project				
	Year				
	Location				
	Client				
	Main Project features				
	Position held				
	Activities performed				

13. Certification:

I, the undersigned, certify to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I also confirm that should my tender be successful I will be available to take up the position specified.

_____ Date: _____
 [Signature of staff member or authorized representative of the staff] Day/Month/Year

Full Name of authorized representative: _____

EQUIPMENT CAPABILITY FORMAT

Item of Equipment	Requirement, Nos.	Owned/ Leased / To be procured	Nos./ Capacity	Age/ Condition	Remarks - (Earliest date of mobilization of the equipment on worksites in Mumbai)
Vibratory Roller	3				
Power Generator	3				
Poclain (Excavator)	3				
JCB/Loader	3				
Dumpers/ Tipper	20				
Dozer	2				
Needle Vibrator	8				
Dewatering Pump	5				
Portable Generator (minimum 40KVA)	4				
H.D.P.E. Pipe welding machine	2 sets				
Vibratory Roller, Minimum 10 t	2				
Sensor Paver	2				
Electro Power Impactor (EPI) for rock fragmentation by using pulse plasma technology.	1				
HDD Machine capable of drilling in Rock of UCS 250Mpa.	2				
Mobile Crane 20 tons capacity	2				
Hydra	2				
Compressor with Chisel	2				
Splitter Machine with operator	2				
Computerized Batch mix Asphalt Plant Capacity min. 80 M.T. per hr OR Drum mix Plant Capacity min. 40/60 M.T. perhr.	1				
R.M.C. Plant (computerized) – Capacity 60 Cu. M. Perhr.	1				
Buried Services Locator.	1				
Grouting pump (min 20psi pressure)	1				

Check List for Qualification Forms

Sr. No.	PQ Forms	Single Party	Joint Venture		File No./ Page No.	
			Lead	Other		
1	General Power of Attorney for Signing of Tender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2	Power of Attorney for Lead Member of Joint Venture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3	Tenderer Qualification Eligibility Form					
4	Undertaking Cum Indemnity Bond	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4a	Memorandum of Understanding with Gate Pump Manufacturer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4b	Undertaking by Gate Pump Manufacturer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5	Tenderer Information Form 1.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6	Tenderer's Party Information Form 1.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7	Joint Bidding Agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8	Historical Contract Non-Performance Form 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Financial#					
9	Financial Situation Form 3.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10	Average Annual Turnover Form 3.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11	Financial Resources Form 3.3(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12	Current Contract Commitment/Works in Progress Form 3.3(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13	Available Bid Capacity Form 3.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Technical *					
14	General Construction Experience Form 4.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15	General Construction Experience Form 4.2					
16	Specific Experience in Key Activities Form 4.3(a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17	Specific Experience in Key Activities Form 4.3(b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
18	Reference Projects Certificates 1 (RPC 1) - for each project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
19	Reference Projects Certificates 2 (RPC 2) - for each project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20	Reference Projects Certificates 3 (RPC 3) - for each project					
21	Certificates from Statutory Auditor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
22	CV Formats	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
23	Equipment capability Format	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Ensure that

Financial Forms are certified by Statutory Auditor

Audited Financial Statements for last 5 years are provided.

a) Submissions should be organized in the above order with necessary client certificates and documents attached within each section.

- b) All documents and certificates must be in the language prescribed in the Tender Data Sheet (TDS).

Seal of firm and Authority's Signature

Check List for Technical Submission (TSV 3)

Sr. No.	Description	Submitted	File No./ Page No.
1	Technical Tender Forms		
2	Form of Undertaking to Provide Collateral Warranties	Yes / No	
3	Form of Proposed Deviations	Yes / No	
4	Plant Data Schedules	Yes / No	
5	Form for Plant and Materials for payment when delivered to site	Yes / No	
6	Overall Process Design	Yes / No	
7	Retaining wall, Road and Drainage	Yes / No	
8	Sewage Pumping Stations	Yes / No	
9	Sewer line and Dry Weather Flow Interception	Yes / No	
10	Storm water Pumping Stations including screens (Gate Pump technology)	Yes / No	
11	Design of promenades and allied works including cycle track, beautification, Electrical, Security System and allied works.	Yes / No	
12	Civil Design	Yes / No	
13	Mechanical Design	Yes / No	
14	Electrical Design	Yes / No	
15	Instrumentation, Control and Automation (ICA) Design	Yes / No	
16	Electrical, security system and allied works	Yes / No	
17	Architectural Landscaping and Planting Design	Yes / No	
18	Control of Environmental Impacts	Yes / No	
19	Quality assurance and control plans	Yes / No	
20	Programme and Staffing	Yes / No	
21	Construction Plan	Yes / No	
22	MOUs as specified in the tender document	Yes / No	

Seal of firm and Authority's Signature

Check List for Technical Submission (Operation Services) (TSV 4)

Sr. No.	Description	Submitted	File No./ Page No.
1		Yes / No	
2	Organization and Staffing	Yes / No	
3	Operation Management Plan	Yes / No	
4	Maintenance Plan	Yes / No	

**Check List for Technical Submission (Drawings) (TSV 5 (A3 size)
and TSV 6 (A1 size))**

Sr. No.	Description	Submitted	File No./ Page No.
1	Site Layout plan without planting	Yes / No	
2	Site Layout plan with planting	Yes / No	
3	Site elevations	Yes / No	
4	Architectural rendered bird's eye views of the site and structures to provide a visual representation of the layout and look of the facility.	Yes / No	
5	Site sections	Yes / No	
6	Outline GA plans, sections and elevations of buildings, major dry weather flow interceptors, including Gate pump, enclosures, kiosks and fencing with dimensions and key levels	Yes / No	
7	Plan showing services, drainage and principal process pipework and clearances	Yes / No	
8	Plan and Cross Section drawing of Storm Water Pumping Station (i.e. Gate Pump Technology) of each outfall.	Yes / No	
9	Plan and Cross Section drawing of Promenades including bridges.	Yes / No	
10	Process & Instrumentation (P&I) diagrams for whole of the works	Yes / No	
11	Hydraulic profiles	Yes / No	
12	Internal layout plan of each building indicating contents	Yes / No	
13	Power supply and distribution single line diagrams	Yes / No	
14	Schematic of the plant control and supervision systems (PLC)	Yes / No	
15	Any other drawings necessary to illustrate the tenderer's proposal	Yes / No	
16	Check List for Qualification Forms for TSV 5 and TSV 6 (to be submitted)	Yes / No	
17	Sewerage and rising main long sections and routes	Yes / No	
18	Outline GA for pumping stations and DWF interceptors	Yes / No	
19	landscaping plans and cross sections	Yes / No	

Seal of firm and Authority's Signature

APPENDIX E – TENDERFORMS

APPENDIX E – TENDER FORMS

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LETTER OF TENDER

(As per ITT 22, to be enclosed in TSV 1)

Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining Wall & Service Road), Beautification including Promenades and Allied Works from Prem Nagar Outfall, Kurla to Mahim Causeway

To: Municipal Corporation of Greater Mumbai

We have examined the Tender Documents, including the Instructions to Tenderers, Conditions of Contract, Employer’s Requirements, Schedules, Contract Data, Background Information, Amendments/ Corrections and Corrigenda /AddendaNos._____for the above named Contract. We have understood and checked these documents and have not found any errors in them.

We accordingly offer to design, execute and complete the Design-Build of the Works and remedy any defects, fit for purpose, in conformity with these documents and the enclosed Tender Submission for a lump sum subject to adjustments under the terms of the Contract (if any),of:

(Complete only in Currency of Tender i.e. IndianRupeesINR_____
Inwords_____

and to provide the Operation Service for a period of **10 years** or any lesser period determined, for the Rates and Prices provided in the Pricing Schedules for the Operation Service.

We agree to abide by this Tender Submission for **180 (One Hundred and Eighty)** days from the Submission Deadline and it shall remain binding upon us and may be accepted at any timebefore that date.

If this offer is accepted, we will provide the required Performance Bank Guarantee, and commence and complete the Works, and provide the Operation Service, in accordance with the terms of the Contract.

We further undertake, together with the Employer, to jointly appoint the DAB in accordance with the requirements of the Contract.

Unless and until a formal Contract is prepared and executed, this Tender Submission, together with your written acceptance thereof, shall constitute a binding contract between us.

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

Capitalized terms used in this Letter of Tender shall have the meanings set out in the Tender Documents.

Signature_____in thecapacityof_____duly
authorised to sign this Tender Submission for and on behalf of

Address_____

Date_____

FORM OF UNDERTAKING TO PROVIDE PARENT COMPANY GUARANTEE

(As per ITT 23, to be enclosed in TSV 1)

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

RE: Tender documents for **Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining Wall & Service Road), Beautification including Promenades and Allied Works from Prem Nagar Outfall, Kurla to Mahim Causeway** (the “**Tender Documents**”)

RE: Parent Company Guarantee

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

WHEREAS in accordance with ITT 23 of the Instructions to Tenderers, this undertaking to provide a parent company guarantee is required because the Tenderer or any party constituting the Tenderer, including JV participants, demonstrates compliance with the qualification criteria for this Tender on the basis **[of the financial strength, experience or qualifications of its parent company] [AND/OR] [that the JV participants would form an SPV in accordance with ITT 35 and guarantee the obligations of theSPV];**

AND WHEREAS the undersigned is **[the parent company of]**

[OR] [a JV participant in the Tenderer of];

AND WHEREAS the undersigned has examined fully the Tender Documents;

NOW THEREFORE, the undersigned hereby undertakes to provide a Parent Company Guarantee in the wording set out in the Form of Parent Company Guarantee provided in the Contract Forms as and when required by ITT 23 and ITT 49.

DATED this _____ day of _____ 20__

Name of Parent Company/JV Participant:

Per: _____

Name

Title

Per: _____

Name

Title

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

FORM OF UNDERTAKING TO PROVIDE PERFORMANCE BANK GUARANTEE

(As per ITT 24, to be enclosed in TSV 1)

To Contractor: _____

Address : _____

Dear Sirs

Contract Name:

MITHI RIVER WATER QUALITY IMPROVEMENT DESIGN-BUILD OPERATE CONTRACT

Works Description: Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining Wall & Service Road), Beautification including Promenades and Allied Works from Prem Nagar Outfall, Kurla to Mahim Causeway

Guarantee Amount: Not greater than [INR]___ (amount calculated in accordance with the percentage entered into the Contract Data, as may be reduced in accordance with the Contract).

In the event that the Tender Submission submitted by you is accepted by MCGM (Employer) we hereby undertake to provide a Performance Bank Guarantee in the wording set out in the Contract Forms, in the above amount in accordance the terms of this Contract, provided a guarantee application is received which meets the requirements of the performance guarantee facility we have in place. Our facility would enable us to issue this Performance Bank Guarantee at present.

The Performance Bank Guarantee will normally be issued within two weeks of receiving the usual underwriting information from the Employer’s Representative

Yours faithfully,

Signature: _____

Name _____ being an authorised representative of)

Registered Address: _____

Note: This form is not a Performance Bank Guarantee. It is an undertaking to provide one in the wording of the Contract Forms and shall be signed by the applicable Nationalised or Scheduled Bank and not an agent or broker.

FORM OF UNDERTAKING TO PROVIDE COLLATERAL WARRANTIES

(To be enclosed in TSV 3 as per 3.1.1)

Contract Name: **Dry Weather Flow Interception at Tidal Outfalls (including Gate Pumps), Transfer Sewer, Training of River (Retaining Wall & Service Road), Beautification including Promenades and Allied Works from Prem Nagar Outfall, Kurla to Mahim Causeway**

In the event that the Tender Submission submitted by us is accepted by MCGM (the Employer) we, the Tenderer, hereby undertake that our Design Consultants and each of our Principal Subcontractors (those engaged by the Contractor to provide specialist design or supply services for the Works including technology provider) will provide a Collateral Warranty in the wording set out in the Contract Forms, as required by the Contract and stated in Sub-Clauses 4.27 and 4.28 of the Conditions of Contract.

The Tenderer shall sign the undertaking below on behalf of the Tenderer's Subcontractors and where the **Design Consultant** and/or **Subcontractors** are known at the time of the Submission Deadline then they shall also each sign the undertaking below.

Contractor

Name:		Date:
Signature:		
Company Name:		

Design Consultant

Name:		Date:
Signature:		
Company Name:		

Technology Provider

Name:		Date:
Signature:		
Company Name:		

[Subcontractors]

Name:		Date:
Signature:		
Company Name:		
Name:		Date:
Signature:		
Company Name:		
Name:		Date:
Signature:		
Company Name:		
Name:		Date:
Signature:		
Company Name:		
Name:		Date:
Signature:		
Company Name:		

FORM OF PROPOSED DEVIATIONS

(To be enclosed in TSV 3 as per 3.1.2)

This table is provided in accordance with ITT 27(1). Tenderers shall provide accurate descriptions. It is mandatory to submit this form. If there is no deviation, it should be written as NIL and submitted.

Reference (Volume & Section)	Plant or Material Item	Details of Deviation	Reason for Deviation

Seal of firm and Authority's Signature

PLANT DATA SCHEDULES

(To be enclosed in TSV 3 as per 3.1.3)

These schedules are provided for guidance purposes only in order to comply with ITT 28 and are not a full interpretation of the Employer's Requirements. The Tenderer shall complete, amend and add to these schedules where necessary to illustrate the principal plant to be provided by the Tenderer.

The Tenderer shall include with its Tender Submission full details of any Plant proposed for its design.

If the Tenderer chooses to list more than one potential supplier for any piece of equipment then the Employer shall have the right to select which of the suppliers shall be used in the design and construction of the Works if the Tenderer is successful.

1. Overall process of Tidal Dry Weather Flow Interception Facility, Sewage & Storm Water Pumping Stations and Sizes of Civil Works.

Sr. No.	Units	Contractor's Proposal
1.0	Process Design	
1.0.1	Hydraulic calculations	
1.0.2	Total head loss (m) in DWFIF, SWPS & SPS.	
1.0.3	Operation activities for the entire DWFIF, SWPS & SPS	
1.1	Ground improvement and foundation – Design approach and methodology with details and calculation to support proposed ground improvement system.	
1.2	Dry Weather Flow Interception Facility	
1.2.1	Full dimension of structure (m)	
1.2.2	Size of Inlet and Outlet (m)	
1.3.3	Bar Screen Influent Channel	
	(i) Size of channel, L*B*D (m)	
	(ii) Size of incoming pumping main (m)	
	(iii) No. and size of gated openings weir gates	
	(iv) Max, Average, and Min water levels (m)	
1.3.4	Any other required details	
1.3	Storm Water Pumping Station	
	(i) Full dimension of structure (m)	
	(ii) All structural slab elevations (m)	
	(iii) No and size of Gate openings	
1.3.1	Any other required details	
1.4	Sewage Pumping Station	
	(i) Full dimension of structure (m)	
	(ii) All structural slab elevations (m)	
	(iii) Dia (mm) and length (m) of Rising main	
	(iii) Pump Details	
1.4.1	Any other required details	

Sr. No.	Units	Contractor's Proposal
1.5	Administration building/ Guard Room/ MCC Room	
	(i) Inside Dimensions of structure (m x m) (ii) Inside Dimensions of administrative area (m x m) (iii) Inside Dimensions of MCC area (m x m) (iv) Inside Dimensions of Toilet (m x m) (v) Inside Dimensions of other room if any (m x m) (vi) Height of Building (m)	
1.5.1	Width and Height of entrance gate (m) and wicket gate (m) with arrangement for cow guard	
1.5.2	Area allocated for green belt (m ²)	
1.5.3	Area allocated for two wheeler and four wheeler parking (m ²)	
1.5.4	Width and length of approach road to site (m)	
1.5.5	Width and length of roads inside the plant (m)	
1.5.6	Internal drainage, water supply, and waste water disposal	
	(i) No. and Size of bore/tube well (mm)	
	(ii) Storm water drain provision (size, length in m)	
	(iii) Water Supply and Sewerage Provision (Yes/No) <ul style="list-style-type: none"> • Capacity and size of water storage tank(m³) • Capacity and size of overhead tank(m³) • Capacity and size of septic tank (if required)(m³) 	
	(iv) Nos. and size of Culverts, road crossing, etc.	
1.6	Reclamation / Site Development – If Applicable	
	(i) Proposed area of Reclamation (m ²)	
	(ii) Top levels after Reclamation (m)	
	(iii) Average depth of filling (m)	
	(iv) Total quantity of earth required (m ³)	
	(v) Side slope of the filling	
	(vi) Slope protection measures	
	(vii) Proposed compaction equipment to be deployed (Type and No.)	
	(viii) Test apparatus to be provided in field soil laboratory	
	(ix) Proposed open channel dimension <ul style="list-style-type: none"> • Top width(m) • Bottom width (m) • Sideslope • Longitudinalslope • Length(m) 	
	(x) Bottom slope protection for open channel	
	(xi) Proposed equipment (type and number) for excavation, handling, transporting	
	(xii) Borrow pit <ul style="list-style-type: none"> • Name of the Location(s) • Area(m²) • Type of soil ingeneral 	

	(xiii)	Size of HV Switch Gear room (m x m x m)	
	(xiv)	Area allocated for transformer yard and HV two pole structure (m ²)	
1.7	Miscellaneous		
	The Bidder shall list here details of any other / additional items required for a complete installation.		
	(a)		
	(b)		
	(c)		
	(d)		
	(e)		
	(f)		
	(g)		

Note:

1. Sizes of units shall mean Length x Width x Depth/Height as applicable and shall be expressed in "meters" unless otherwise stated.
2. Bidder shall furnish details in above table and write "NIL" wherever not applicable to the respective plant depending upon the process.

2. Mechanical Works – Tidal Dry Weather Flow Interception Facility and Pumping Stations

2.1 Mechanical Medium BarScreen

Sr. No.	Description		Units	Particulars
	Design			
(a)	Design capacity			Each working unit shall be designed for equal portion of PFF including standby.
	Quantity (W)		Nos	2
	Size		L x B X SWD + FB	
	Screening Quantity		Cum	
(a1)	General			
	(i)	Make		
	(ii)	Model		
	(iii)	Quantity (W+S)	Nos.	
	(iv)	Type		
(b)	Screen – Multi Rake front raking type, Dual Speed			
	(i)	Clear Spacing	mm	
	(ii)	Width	mm	
	(iii)	Height	mm	
	(iv)	Raking speed	m/min	
	(v)	Raking frequency	per min	
	(vi)	Motor rating	kW	
	(vii)	Water Level	m	
	(viii)	Inclination Angle	degree	
(c)	Materials of Construction			
	(i)	Frame		
	(ii)	Rake carriage		
	(iii)	Screen bars		
	(iv)	Fasteners		
	(v)	Canopy		
(f)	Unit Control Panel			
	(i)	Make		
	(ii)	Over all dimensions	mm x mm x mm	
	(iii)	Degree of protection		
	(iv)	Timer		
		<ul style="list-style-type: none"> • Make • Type 		

2.2 Pump Gate details

Sr. No.	Description	Specification	Remark
1	Type		
2	Pump installation		
3	Intake Canal Size		
4	Sealing method		
5	Discharge pipe dia.		
6	Quantity		
7	Any other / additional items required for a complete installation.		

2.3 Gate Pump

Sr. No.	Item description	Specification	Remark
1	Type		
2	Discharge Dia.		
3	Total Head		
4	Flow rate		
5	Revolution		
6	Rated power		
7	Number of poles		
8	Motor type		
9	Enclosure class		
10	Insulation class		
11	Starting method		
12	Power supply		
13	Number of starts		
14	Cooling method		
15	Quantity		
16	Any other / additional items required for a complete installation.		

2.4 Flap valve

Sr. No.	Item description	Specification	Remark
1	Type		
2	Discharge Dia.		
3	Rating		
4	Installation angle		
5	Quantity		
6	Any other / additional items required for a complete installation.		

2.5 Actuator

Sr. No.	Item description	Specification	Remark
1	Type		
2	Lifting capacity		
3	Winding speed		
4	Power supply		
5	Rated power		
6	Cooling method		
7	Enclosure class		
8	Insulation Class		
9	Starting method		
10	Stopping device		
11	Quantity		
12	Any other / additional items required for a complete installation.		

2.6 Trash Remover

Sr. No.	Item description	Specification	Remark
1	Type		
2	Intake canal size		
3	Screen bar net opening size		
4	Screen installation angle		
5	Rake speed		
6	Rake quantity		
7	Rake depth		
8	Power supply		
9	Trash motor output		
10	Pulling-up device motor		
11	Operation method		
12	Quantity		
13	Any other / additional items required for a complete installation		

2.7 Horizontal Conveyor

Sr. No.	Item description	Specification	Remark
1	Type		
2	Belt width x Length		
3	Conveying speed		
4	Power supply		
5	Motor Output		
6	Starting method		
7	Quantity		
8	Any other / additional items required for a complete installation.		

2.8 Inclined Conveyor

Sr. No.	Item description	Details	Remark
1	Type		
2	Belt width x Length		
3	Conveying speed		
4	Angle of slope		
5	Power supply		
6	Motor Output		
7	Starting method		
8	Quantity		
9	Any other / additional items required for a complete installation.		

2.9 Monorail hoist

Sr. No.	Item description	Details	Remark
1	Type		
2	Lifting capacity		
3	Monorail length x height		
4	Hoist -		
	Hoisting speed		
	Hoisting motor		
5	Traversing Traversing speed		
	Traversing motor		
	Power supply		
6	Quantity		
7	Any other / additional items required for a complete installation.		

2.10 Pumps for Sewage Pumping Stations

Sr. No.	Description		Units	Particulars
(a)	General			
	(i)	Make		
	(ii)	Model		
	(iii)	Quantity (W+S)		
	(iv)	Type		
(b)	Performance			
	(i)	Capacity	cum/hr	
	(ii)	Total Head	m/c	
	(iii)	Efficiency	%	
	(iv)	Maximum pump input at 50Hz for single pump operation	kW	
	(v)	Shut off Head	m/c	
	(vi)	Rated Speed	rpm	
	(vii)	Size of solids that can be handled	mm	
(c)	Design/Construction			
	(i)	Type of Impeller (enclosed / semi open)		
	(ii)	No. of Impeller vanes	nos	
	(iii)	Impeller Diameter	mm	
	(iv)	NPSHR	m	
	(v)	Minimum submergence required	mm	
	(vi)	Surface hardness of shaft sleeve	BHN	
	(vii)	Discharge size	mm	
	(viii)	Weight	kg	
(d)	Materials of Construction			
	(i)	Impeller		
	(ii)	Casing		
	(iii)	Shaft		
	(iv)	Motor housing		
	(v)	Shaft Sleeve		
	(vi)	Mechanical Seal (motor side)		
	(vii)	Mechanical Seal (pump side)		
	(viii)	Auto coupling with integral bend		
	(ix)	Lifting chain		
	(x)	Guide pipe		
	(xi)	Fasteners		
(e)	Testing and Inspection			
	(i)	Pump Performance testing Standard		

Sr. No.	Service Water Pump Description	Units	Particulars	
(f)	Performance			
	(i)	Maximum velocity of vibration	mm/sec	
	(ii)	Maximum noise level	dB(A)	

2.27 Service Water Pumps

Sr. No.	Description		Units	Particulars
(a)	(i)	Tank capacity	cum	
	(ii)	Tank Dimensions	mm	
(b)	Pump			
	(i)	Pump Make		
	(ii)	Type		
	(iii)	Model		
	(iv)	Quantity (W+S)	Nos.	
	(v)	Capacity	m ³ /s	
	(vi)	Head	mlc	
	(vii)	Shut off Head	metres	
	(viii)	NPSH required	metres	
	(ix)	Submergence required	metres	
	(x)	Efficiency	%	
	(xi)	Absorbed power at duty point	kW	
	(xii)	Motor rating	kW	
	(xiii)	Speed	rpm	
(c)	Material of Construction:			
	(i)	Casing		
	(ii)	Impeller		
	(iii)	Shaft		
	(iv)	Sleeves		
	(v)	Sealing		
	(vi)	Discharge size	mm	
	(vii)	Suction size	mm	
	(viii)	Flange Drilling standard:		
	(ix)	Weight (Pump + Motor)	kgs	
(d)	Testing & Inspection:			
	(i)	Pump performance testing standard		
	(ii)	Maximum Noise level	dB(A)	
	(iii)	Maximum velocity of vibration	mm/sec	
(e)	Motor :			
	(i)	Make		
	(ii)	Type		
	(iii)	Model		
	(iv)	Quantity (W+S)		
	(v)	Rating	kW	
	(vi)	Weight	kgs	

2.28 Gates (Penstocks)

Sr. No.	Description		Units	Particulars
(a)	(i)	Make		
	(ii)	Model		
	(iii)	Quantity (W+S)		
	(iv)	Service		
	(v)	Type		
	(vi)	Spindle Type		
	(vii)	Size	mm x mm	
	(viii)	Weight	kgs	
	(ix)	Seating Head	m	
	(x)	Unseating Head	m	
(b)	Material of Construction:			
	(i)	Wall Thimble		
	(ii)	Gate		
	(iii)	Frame		
	(iv)	Spindle		
	(v)	Stem coupling		
	(vi)	Seating face		
	(vii)	Wedge		
	(viii)	Headstock		
	(ix)	Gear House cover & stem guide		
	(x)	Lift Nut		
	(xi)	Fasteners & Anchors		
	(xii)	Lifting mechanism, Gear House & stem guide		
(c)	Gate Actuators +			
	(i)	Make		
	(ii)	Type		
	(iii)	Model		
	(iv)	Service		
	(v)	Number	Nos	
	(vi)	Motor Rating	kw	
	(vii)	Motor speed	rpm	
	(viii)	Protection		
	(ix)	Gear Reducer Make		
	(x)	Type		

+Bidder to provide above details for each size of Gate and Service including modulating type of gates

2.29 Valves#

Sr. No.	Description		Units	Particulars
(a)	Butterfly valves :#			
	(i)	Make		
	(ii)	Type		
	(iii)	Model		
	(iv)	Service		
	(v)	Quantity (W+S)	Nos.	
	(vi)	Size	mm	
	(vii)	Rating	PN	
	(viii)	Test pressure	bar	
	Material of construction			
	(i)	Body		
	(ii)	Disc		
	(iii)	Sealing face		
	(iv)	Shaft		
	Gear Reducers			
	(i)	Make		
	(ii)	Material		
	(iii)	Flange Drilling standard		
(b)	Butterfly Valve Actuators #			
	(i)	Make		
	(ii)	Type		
	(iii)	Model		
	(iv)	Service		
	(v)	Quantity (W+S)	Nos.	
	(vi)	Motor rating	kW	
	(vii)	Design Torque	N-m	
	(viii)	Time for full open to full close	seconds	
(c)	Plug valve			
	(i)	Make		
	(ii)	Type		
	(iii)	Model		
	(iv)	Service		
	(v)	Quantity (W+S)	Nos.	
	(vi)	Size	mm	
	(vii)	Rating	PN	
	(viii)	Test pressure	bar	
	(ix)	Body material		

Sr. No.	Description		Units	Particulars
(d)	Non-return valves #			
	(i)	Make		
	(ii)	Type		
	(iii)	Model		
	(iv)	Service		
	(v)	Quantity (W+S)	Nos.	
	(vi)	Size	mm	
	(vii)	Rating	PN	
	(viii)	Test Pressure	bar	
	(ix)	Design standard		
	(x)	Flange drilling standard		
(e)	Material of Construction:			
	(i)	Body		
	(ii)	Disc/plates		
	(iii)	Spring		
	(iv)	Shaft		
(f)	Sluice Valves :#			
	(i)	Make		
	(ii)	Type		
	(iii)	Model		
	(iv)	Service		
	(v)	Number	Nos	
	(vi)	Size	mm	
	(vii)	Rating	PN	
	(viii)	Test pressure	bar	
	Material of Construction			
	(i)	Body		
	(ii)	Gate		
	(iii)	Sealing face		
	(iv)	Shaft		
	Gear Reducers			
	(i)	Make		
	(ii)	Material		
	(iii)	Flange Drilling standard		
(g)	Sluice Valve Actuators #			
	(i)	Make		
	(ii)	Type		
	(iii)	Number		
	(iv)	Motor rating	kW	
	(v)	Design Torque	N-m	

Sr. No.	Description		Units	Particulars
	(vi)	Time for full open to full close	seconds	
(h)	Knife Gate Valves :#			
	(i)	Make		
	(ii)	Type		
	(iii)	Model		
	(iv)	Service		
	(v)	Number		
	(vi)	Size	mm	
	(vii)	Rating	PN	
	(viii)	Test pressure	bar	
	(ix)	Body material		
	(x)	gate material		
	(xi)	Sealing face material		
	(xii)	Shaft material		
	(xiii)	Gear Reducers :		
	(xiv)	Make		
	(xv)	Material		
	(xvi)	Flange Drilling standard		
(i)	Knife Gate Valve Actuators #			
	(i)	Make		
	(ii)	Type		
	(iii)	Number		
	(iv)	Motor rating	kW	
	(v)	Design Torque	kg-m	
	(vi)	Time for full open to full close	seconds	
(j)	Telescopic Valve			
	(i)	Make		
	(ii)	Quantity (W+S)	Nos.	
	(iii)	Type		
	(iv)	Pressure rating	PN	
	(v)	Diameter /size	m	
	(vi)	End connection		
	(vii)	Material of construction:		
	(viii)	Valve Body		
	(ix)	Spindle		
	(x)	Disc/gate		
	(xi)	Lining		
	(xii)	Fasteners		

Bidder to provide above details for each size, type of Valve and Service

2.32 Submersible Induction Motor

Sr. No.	Description	Units	Particulars
(a)	Make		
(b)	Quantity (W+S)	Nos.	
(c)	Rating	kW	
(d)	Speed	rpm	
(e)	Type of Starter		
(f)	Efficiency <ul style="list-style-type: none"> • Full Load • $\frac{3}{4}$Load 	% %	
(g)	Power Factor <ul style="list-style-type: none"> • Full Load • $\frac{3}{4}$Load 		
(h)	Class of Insulation		
(i)	Starting method		
(j)	Temperature rise by resistance method	°C	
(k)	Type of enclosure		
(l)	Degree of protection		
(m)	Weight	kg	
(n)	Cooling arrangement for motor		
(o)	Degree of Protection		

2.33 Dewatering Pumps

Sr. No.	Description		Units	Particulars
(a)	(i)	Make		
	(ii)	Type		
	(iii)	Service/Location		
	(iv)	Quantity (W+S)	Nos.	
	(v)	Capacity	cum/hr	
	(vi)	Head	m/c	
	(vii)	Efficiency	%	
	(viii)	Power absorbed	kW	
	(ix)	Speed	rpm	
	(x)	Motor rating	kW	

3. Electrical

3.1 415V Metal Enclosed Switchgear(PCC/MCC)

Sr. No.	Description	Unit	Technical Particulars
3.3.1	Make		
3.3.2	415 V Switchgear and Busbar Ratings		
(a)	Rated voltage phase and frequency		
(b)	System Neutral Earthing		
(c)	Maximum system voltage	V	
(d)	One minute power frequency voltage		
	i) Power circuits	V	
	ii) Control circuits	V	
	iii) Aux. Circuits connected to Sec of CTS	V	
(e)	Continuous current rating of Busbars under site reference Ambient Temperature and type & material	Rating Material	
(f)	Busbar insulation/material/size		
(g)	Reference Ambient Temperature	°C	
(h)	Maximum Temperature of Busbars, Droppers and Contacts at Continuous current rating under site ambient temperature	°C	
(i)	Short Circuit current withstand for Busbars and droppers	kA (rms)	
	(i) Short time 1 sec		
	(ii) Dynamic Rating	kA (peak)	
3.3.3	Switchgear Constructional Requirement		
(a)	Type of Construction		
(b)	Thickness of sheet steel		
	(i) Frame, Frame enclosures, doors, covers and partitions	mm	
(c)	Degree of protection		
(d)	Colour finish shade		
(e)	Earthing bus	Material	
		Size	mm x mm
	Earthing conductor	Material	
		Size	mm x mm
(f)	Minimum clearances in air of live parts	mm	
	(i) Phase to Phase		
	(ii) Phase to Earth	mm	
(g)	Cable entry to cubicles		
	a) Air Circuit Breaker (ACB)		
	Make		
	Type (Thermal Magnetic Release/Microprocessor)		
	Voltage, Phases, Frequency		

	Normal continuous current carrying capacity (A)		
	Rated symmetrical interrupted current (kA)		
	Utilization category		
	Making current capacity (A)		
	Short time current for 1 Sec. (kA)		
	Duty cycle for breaking capacity (kA)		
	<u>Minimum clearance</u>		
	Between Poles (mm)		
	In air between live parts and earth (mm)		
	Protection		
	b) Moulded Case Circuit Breaker (MCCB)		
	Make		
	Type (Thermal Magnetic Release/Microprocessor)		
	Voltage (V), Phases, Frequency (Hz)		
	Normal continuous current carrying capacity (A)		
	Rated symmetrical interrupted current (kA)		
	Making current capacity		
	Short time current for 1 Sec. (kA)		
	Duty cycle for breaking capacity (kA)		
	<u>Minimum clearance</u>		
	Between Poles (mm)		
	In air between live parts and earth (mm)		
	Additional features		
	Protection		
	MOTOR STARTERS		
	a) Microprocessor based Soft Starter		
	Make / Model		
	Motor Rating (kW)		
	Starter Rating (kW)		
	Voltage (V), Phases, Frequency (Hz)		
	Normal continuous current carrying capacity (A)		
	Cooling		
	Mounting		
	Application		
	External semi-conductor fuse rating (A)		
	Bypass contactor		
	Communication with PLC SCADA system		
	b) Direct On Line (DOL)		
	Make / Model		
	Motor Rating (kW)		
	Starter Rating (kW)		

Sr. No.	Description	Unit	Technical Particulars
	Voltage (V), Phases, Frequency (Hz)		
	Normal continuous current carrying capacity (A)		
	Mounting		
	Application		
	Protection		
	Hardwired communication with PLC SCADA system		
	c) Star Delta		
	Make / Model		
	Motor Rating (kW)		
	Starter Rating (kW)		
	Voltage (V), Phases, Frequency (Hz)		
	Normal continuous current carrying capacity (A)		
	Mounting		
	Application		
	Protection		
	Hardwired communication with PLC SCADA system		
	CONTACTOR		
	Make / Model		
	Type of duty		
	Voltage (V), Phases, Frequency (Hz)		
	Normal continuous current carrying capacity (A)		
	Number of poles		
	Rated insulation voltage (Ui)		
	Thermal Overload Relay		
	a) Potential/control Transformer		
	Make		
	Type (Bar/Wound/Any-other)		
	Voltage (V), Phases, Frequency (Hz)		
	Rated primary voltage (V)		
	Ratio		
	Accuracy class		
	Short Circuit Level (kA)		
	VA Burden		
	Application (Protection/ metering/other)		
3.3.4	Change over Switch		
(a)	Applicable Standards		
(b)	Quantity	No.	
(c)	Rating	A	
(d)	Short circuit current capacity for 1 sec	kA (rms)	

Sr. No.	Description	Unit	Technical Particulars
(e)	Provision of Safety Key Lock	Yes /No	
(f)	Auxiliary Contacts		

3.2 415 Volts Power Capacitor and Control Panel (Manual &Auto)

Sr. No.	Description	Unit	Technical Particulars
3.4.1	General		
(a)	Make/type		
(b)	Rated Capacity	KVAR	
(c)	Rated voltage	V	
(d)	Rated frequency and phases		
(e)	Ambient temperature	°C	
(f)	Cable gland required		
(g)	Type of cable		
(h)	Size of cable		
(i)	Cable entry		
3.4.2	Constructional Requirement		
(a)	Thickness of sheet steel i) Frame, Frame enclosures, doors covers and partition	Mm	
(b)	Degree of protection		
(c)	Colour finish shade		
(d)	Earthing bus	Material	
		Size	mm x mm
(e)	Earthing conductor	Material	
		Size	mm x mm
3.4.3	Design Requirement		
(a)	Insulation level	kV (rms)	
(b)	Capacitor bank connection/type		
(c)	Short circuit withstand for busbars i) Short time (1 sec)	kA (rms)	
		kA (peak)	
(d)	Type of switching		
(e)	Switching steps		
(f)	Switch and Rating of contactor		
(g)	Incomer MCCB current rating		
(h)	O/L capacity of capacitors		
(i)	O/V capacity of capacitors		
(j)	Protections		
(k)	APFC Relay type and make		

3.3 Lightning Protection

Item	Contractor's Proposal
a) Direct Lightning Protection	
Make	
Material of construction	
Voltage protection level (kV)	
Method used (Mesh/ Rod)	
Location of installation	
Area Covered	
Method of earthing	
Soil Enhancement material	
b) Indirect Lightning Protection	
Make	
Material/ Technology (MOV/ spark gap etc.)	
Voltage protection level (kV)	
Class as per IEC standard	
Location of Installation	
Protected area/ equipment	
c) Surge Protection	
Make	
Material/ Technology (MOV/ spark gap etc.)	
Voltage protection level (kV)	
Class as per IEC standard	
Location of Installation	
Protected area/ equipment	

3.4 Earthing

Item	Contractor's Proposal
Make	
Material of construction	
Type of earthing (Plate/ pipe)	
Soil Enhancement material	
Short circuit current (kA)	
No. of earth pits	

3.5 Uninterrupted Power Supply(UPS)

Item	Contractor's Proposal
Make	
Type/configuration	
Overload Period (minutes) for:	
110% load	
150% load	
Backup Period (min.) at 100% load	
Battery type	
Standards/Approvals	

3.6 Programmable Logic Controller(PLC)

Item	Contractor's Proposal
Make	
I/O capacity	
Protection against surge	
Programming Language	
Internal Memory card (MB)	
Hot swapping of Modules	
Communication Port	
Standard/Approval	

3.7 Pump Gate Local Control Panel

Sr. No.	Item Description	Specification
1	Type	
2	Enclosure class	
3	Power supply	
4	Operating method	
5	Quantity	

3.8 Variable Frequency Drives

Sr. No.	Description	Unit	Technical Particulars
3.11.1	General		
(a)	Make		
(b)	Type		
(c)	Applicable Standard		
(d)	Drive Application		
(e)	Quantity	Nos	
(f)	Type of converters		
(g)	Inverter capacity at specified PF		
(h)	Rated Current		
(i)	Load power factor		
(j)	Max. continuous current		
(k)	Rated voltage with number of phases		
(l)	Rated frequency		
(m)	Converter Bridge		
(n)	Single Quadrant/Two quadrant/ Four Quadrant		
3.11.2	Control Characteristics		
(a)	Speed Control		
(b)	Rated speed		
(c)	Speed ratio		
(d)	Constant torque/constant power		
(e)	Speed accuracy		
(f)	Closed loop/open loop		
(g)	Accel. /Deccel. time		
(h)	Possibility of Remote Operation	Yes / No	
3.11.3	Overall Harmonic Limitation	%	
3.11.4	Braking		
(a)	Type of braking		
(b)	Braking Torque		
3.11.5	Miscellaneous		
(a)	Soft-start	Yes/No	
(b)	Flying restart	Yes/No	
(c)	Auto restart	Yes/No	
(d)	Kinetic Buffering	Yes/No	
3.11.6	Confirm whether following minimum Indications on Drive Panel are Provided	Yes/No	
(a)	Motor running		
(b)	Motor stopped / trip		

Sr. No.	Description	Unit	Technical Particulars
(c)	AC mains 'ON'		
(d)	System Ready to start		
(e)	VFD system fault		
3.11.7	Confirm whether Digital Display of following Minimum parameters on the Drive Panels:-	Yes/No	
(a)	Input AC Voltage		
(b)	Input AC Frequency		
(c)	Input AC Current		
(d)	Output Voltage		
(e)	Output Current VFD/Bypass		
(f)	Output Frequency		
(g)	Motor speed		
(h)	Whether Necessary transducers provided for indicating motor speed & current in PLC/DCS.	Yes/No	

3.9 Non Segregated BusDuct

Sr. No.	Description	Unit	Technical Particulars
3.15.1	Type of Bus Duct		
3.15.2	Type of Cooling		
3.15.3	Installation		
3.15.4	Nominal Service Voltage	V	
3.15.5	Rated Voltage Class	V	
3.15.6	Continuous Current Rating of Bus Ducts under Site Conditions	A	
3.15.7	One minute Power Frequency Withstand Voltage	V	
3.15.8	Momentary Current Rating	kA	
3.15.9	Short Time Current Rating for one second - kA (RMS)	kA	
3.15.10	Maximum Temperature (Hot Spot) of Busbars at Rated Current °C		
3.15.11	Maximum Temperature (Hot Spot) of Enclosure at Rated Current °C		
3.15.12	Busbar Material		
3.15.13	Busbar Section		
3.15.14	Bus Enclosure Material		
3.15.15	Shape of Enclosure		
3.15.16	Phase Clearance (Minimum) Phase to Phase Phase to Earth	mm mm	
3.15.17	Type of Joints between Adjacent Sections of Bus Conductor Welded/Bolted		

3.10 Cables

Sr. No.	Description	Unit	Technical Particulars
3.16.1	HV(UE) XLPE Insulated Power Cables		
(a)	Make		
(b)	Type		
(c)	Applicable Standards		
(d)	Cable size selection whether done as per Specification	Yes /No	
(e)	Continuous current rating with cable laid in air/ground under specified ambient temperature	A	
(f)	Conductor material		
(g)	Conductor screening		
(h)	Insulation		
(i)	Screening on Insulation		
(j)	Identification of codes		
(k)	Inner sheath		
(l)	Filler material		
(m)	Armouring		
(n)	Outer sheath		
(o)	Overall diameter of the cable	mm	
(p)	Recommended minimum bending radius	mm	
(q)	Standard length of cable on each drum	mts	
3.16.2	1100 V Grade XLPE Insulated Power Cables		
(a)	Make		
(b)	Type		
(c)	Applicable Standards		
(d)	Cable size selection whether done as per Specification	Yes /No	
(e)	Conductor material		
(f)	Insulation		
(g)	Inner sheath		
(h)	Armouring		
(i)	Outer sheath		
(j)	Overall diameter of cable		
(k)	Recommended minimum bending radius	mm	
(l)	Standard length of cable on each drum	mts	
3.16.3	1100 V Grade PVC Insulated Power Cables		
(a)	Make		
(b)	Type		
(c)	Applicable Standards		
(d)	Cable size selection whether done as per Specification	Yes /No	
(e)	Recommended minimum bending radius	mm	

Sr. No.	Description	Unit	Technical Particulars
(f)	Standard length of cable on each drum	mts	
3.16.4	650/1100 V Grade PVC Insulated Control Cables		
(a)	Make		
(b)	Type		
(c)	Applicable Standards		
(d)	Rated voltage		
(e)	Cable size selection		
(f)	Conductor material		
(g)	Insulation		
(h)	Inner sheath		
(i)	Armouring		
(j)	Outer sheath		
(k)	Standard length of cable on each drum	mts	

3.11 Lighting Fixtures and Accessories

Sr. No.	Description	Unit	Technical Particulars
3.17.1	General		
(a)	Illumination levels at various premises whether considered as per Specification	Yes /No	
(b)	Normal supply voltage, phase and frequency	AC	
		DC	
(c)	Variation in supply:		
	(i) Voltage (AC & DC)	%	
	(ii) Frequency	%	
	(iii) Combined voltage & frequency	%	
(d)	Design ambient air temperature	°C	
3.17.2	Luminaire terminal suitable for		
(a)	Indoor area		
	(i) Conductor material		
	(ii) Cable size	Cores x mm ²	
(b)	Outdoor area		
	(i) Conductor material		
	(ii) Cable size	Cores x mm ²	
3.17.3	Luminaire earthing terminal suitable for		
	(i) Conductor material		
	(ii) Conductor size	SWG	
3.17.4	Luminaires		
(i)	Fluorescent Luminaires		
(a)	Make		
(b)	Type		
(c)	Rating		
(ii)	HPSV Luminaires		
(a)	Make		
(b)	Type		
(c)	Rating		
(iii)	Flood Light Luminaries		
(a)	Make		
(b)	Type		
(c)	Rating		

3.12 Lighting System and Equipment

Sr. No.	Description	Unit	Technical Particulars
3.18.1	System Particular		
(a)	Voltage		
	(i) 3 Phase, 4 wire 50 Hz system		
	• Rated	V	
	• Maximum	V	
	• One minute withstand voltage		
	(ii) D.C. system		
	• Rated	V	
(b)	System short-circuit level		
	(i) At 415 V, A.C.	kA (rms)	
	(ii) At 110 V.D.C.	kA (D.C.)	
(c)	Reference ambient temperature	°C	
3.18.2	Distribution Board/Panels		
(a)	Main, floor mounted distribution boards		
(i)	Main Lighting distribution board(A.C.)		
	• Make		
	• Type		
	• Degree of protection		
	• Bus bar material		
	• Bus bar current rating	A	
	• Short circuit current rating	kA	
	• Details of Incoming and Outgoing feeders		
	• Cable entry		
	• Location		
(ii)	Emergency lighting panel (D.C.)		
	• Make		
	• Type		
	• Degree of protection		
	• Bus bar material		
	• Bus bar current rating	A	
	• Short circuit current rating	kA	
	• Details of Incoming and Outgoing feeders		
	• Cable entry		
	• Location		
(iii)	Single phase DBs, wall/structure mounting		
	SLDB for indoor area		
	• Make		

Sr. No.	Description	Unit	Technical Particulars
	• Type		
	• Details of Incoming and Outgoing feeders		
	• Degree of Protection		
(iv)	SLDB for outdoor area		
	• Make		
	• Type		
	• Details of Incoming and Outgoing feeders		
	• Degree of Protection		
(v)	Paint Finish		
	(i) Colour shade:		
3.18.3	Street Light Poles and Flood Light Poles		
(a)	Street Light Pole		
	Type		
	Total Height:	m	
	Quantity:	Nos.	
(b)	Floodlight Light Pole		
	Type		
	Total height :	m	
	Quantity:	Nos.	
	No. of floodlights to be fixed per pole	No.	

3.13 Earthing and Lightning Protection System

Sr. No.	Description	Technical Particulars		
		Size	Material	No. of Leads & Quantity
3.19.1	Main Earthing Grid			
(a)	Buried in earth			
(b)	Buried in floor slabs in buildings			
3.19.2	Conductor Leads To Equipment (above ground)			
(a)	Transformers			
(i)	Transformer neutral to bottom of tank			
(ii)	From bottom of tank to earth grid			
(iii)	Transformer tanks and radiator bank			
(b)	Diesel Generator Set			
(i)	DG Set neutral earthing			
(ii)	DG Set body earthing			
(c)	Fence posts and gates (Flex. braid)			
3.19.3	415V/switchgear/ MCC.			
3.19.4	Motors			
(a)	415V Motors above 10 kW			
(b)	415V Motors up to 10 kW			
(c)	Fractional horse power motors			
3.19.5	Other Items			
(a)	Capacitor panel, Battery charger panel, DC distribution board, Main lighting D.B, Control panels and sub-lighting distribution boards etc.			
(b)	Hand Rails			
(c)	Cable trays			
(d)	Tanks			
(e)	Junction boxes			
(f)	Lighting fixtures, receptacles, lighting conduits			
(g)	Push button stations, limit switches			
3.19.6	Crane rail			
3.19.7	Street lighting, flood lighting poles and junctions boxes			
3.19.8	Metallic non-current carrying structures			
3.19.9	Lightning Conductors			
(a)	Lightning protection down comers for building			
(b)	Lightning protection horizontal roof conductor for building			

Sr. No.	Description	Technical Particulars		
3.19.10	Electrodes			
(a)	Pipe electrode			

I hereby confirm that for any item of equipment where more than one potential supplier has been listed then the final selection of which supplier to use shall be the choice of the Employer.

Signature: _____

In the capacity of: _____ duly
authorized to sign this Tender Submission for and on behalf of

Address:

Date

4. Instrumentation Works (To be completed by theTenderer)**4.1 Digital Flow Indicator cum FlowIntegrator****4.1.1 TechnicalParticulars**

Type	
Mounting	
Display	
Digit height	
No. of digits for	
i. Flow rate indicator	
ii. Flow integrator	
Input	
Zero and span adjustment	
Manual reset facility for flow integrator	
Engineering Units for Flow rate indicator	
Flow integrator	
Power supply to transmitter	
Battery backup for integrator	
Retransmission output	
Alarm outputs	
Communication port	
Weather protection class	

4.1.2 Flow Transmitter /Converter

a.	Type	
b.	Display language	
c.	Ambient temperature	
d.	Display	
e.	Outputs	
f.	Protection Category	
g.	Enclosure	
h.	Programming	
i.	Power Supply	
j.	Cable Gland	
k.	Mounting	
l.	Interface	
m.	Power failure mode	
n.	Max. Separation	
o.	Interchangeability	
p.	Safety classification	
q.	Backup power	
r.	Password protection	
s.	Cable	
t.	Lightning protection	

4.1.3 Ultrasonic FlowMeters:

a) General		
Applications	:	
Line sizes	:	
Range setting	:	
b) Flow Sensor / Flow tube		
Type	:	
Number of Paths	:	
Measuring principle	:	
Measuring accuracy	:	
Weather Protection Class	:	
Electrode material	:	
End connections	:	
Rating of the Flanges	:	
M.O.C for factory mounted		
Transducer holders,		
Transducer cabling tube &		
Transducer mounting plates	:	
Transducer O-rings	:	
c) Flow Converter / Transmitter		
Output	:	
Zero and Span		
Adjustment	:	
Weather protection class	:	
Housing Material	:	
Display	:	
Keys	:	
Earthing	:	
Power supply	:	

4.2 Level Measuring System**4.2.1 Conductivity Type Level Switches**

(a) Technical Particulars for Electrodes / Probes		
(i) No. of electrodes	:	
(ii) Material of Electrodes	:	
(iii) Mounting	:	
(iv) Length of electrodes	:	
(v) Spacers between electrodes	:	
(vi) Stilling pipe	:	
(vii) Weather protection class for level probe	:	
(b) Level Controller		
(i) Type	:	
(ii) Switch Contact (for each setting)	:	
(iii) Contact rating	:	
(iv) Sensitivity control	:	
(v) Weather protection class	:	
(vi) Cabinet for mounting level controller	:	

4.2.2 Ultrasonic LevelMeters**TechnicalParticulars**

(a) General		
(i) Service	:	
(ii) Quantity	:	
(iii) Range	:	
(iv) Accuracy	:	
(b) Sensor and transmitter		
(i) Output	:	
(ii) Mounting	:	
(iii) Programming facility with programmer	:	
(iv) Weather Protection class	:	
(v) Stilling pipe	:	
(vi) Power Supply	:	
(c) Digital display unit		
(i) Type	:	
(ii) Display	:	
(iii) Engineering Units	:	
(iv) Accuracy	:	
(v) Input	:	
(vi) Alarm Contact	:	
(vii) Contact Rating	:	
(viii) Retransmission Analog output	:	
(ix) Weather Protection Class	:	

4.3 Technical Specifications for PressureSwitches:

(i) Type	:	
(ii) Quantity	:	
(iii) Sensing Element	:	
(iv) Switch type	:	
(v) Set Pressure	:	
(vi) Accuracy	:	
(vii) Switch Contacts	:	
(viii) Switch Rating	:	
(ix) Impulse, Tube, Fitting, Isolation valve, Snubber and other installation Hardware required	:	
(x) Switch Differential	:	
(xi) Weather Protection Class	:	

PLANT LOAD SCHEDULES

These schedules are to be completed by the Tenderer to demonstrate that they have given due consideration to all electrical equipment in assessing the power requirements of the plant.

APPENDIX F – PRICINGSCHEDULES

APPENDIX F – PRICING SCHEDULES

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GENERAL INSTRUCTIONS FOR PRICING SCHEDULES**Pricing Schedules and the Contract**

- 1) TENDERERS ARE STRONGLY CAUTIONED TO REVIEW THE PRICING PROVISIONS AND TERMS OF PAYMENT OF THE CONTRACT BEFORE COMPLETING THE PRICING FORMS IN PARTICULAR, TENDERERS MUST TAKE INTO ACCOUNT ALL CONTRACTUAL OBLIGATIONS FOR SET OUT IN VOLUME 3 (SCHEDULE OF PAYMENTS) OF THE CONTRACT.

Appendix F Documents

- 2) This Appendix F contains the following documents:
 - a) Instructions;
 - b) Pricing Schedule A1 – Cost Centres (Design-Build) & Grand Summary;
 - c) Pricing Schedule A2 – Day works (provisional);
 - d) Pricing Schedule A3 – Price Adjustment Proportions (Design-Build);
 - e) Pricing Schedule B1 – Operation Service Rates;
 - f) Pricing Schedule B2 – Asset Replacement Schedule and Expenditure;
 - g) Pricing Schedule B3 – Price Adjustment Proportions (Operation Service);
 - h) Pricing Schedule C

Pricing Schedules A1, A2, A3, B1, B2, B3 and C are collectively referred to as the “Pricing Schedules”.

- 3) References to “Sections” are intended to refer to Sections of these instructions contained in Appendix F.
- 4) References to “Cost Centres” are intended to refer to the specific named Cost Centres that appear in the Pricing Schedule A1.

General

- 1) All Pricing Schedules must be completed in accordance with all instructions set out in the Sections in this Appendix F and all instructions that appear on the face of the Pricing Schedules themselves.
- 2) The rates/prices set out in the Pricing Schedules shall be governed by the Contract and where there is an inconsistency between this Appendix F and Volume 3 (Schedule of Payments) of the Contract, the Contract shall govern.
- 3) The currency to be used in pricing the Pricing Schedules shall be as defined in the **Tender Data Sheet** under ITT 6(1). All rates and prices shall be completed to two decimal places.
- 4) There shall be no tendering adjustments or discounts allowed to the Design-Build Tender Total.

INSTRUCTIONS:**INSTRUCTIONS FOR PRICING SCHEDULE A1****Completion Instructions**

- (1) Pricing Schedule A1 has been prepared to indicate the format and extent of detail required in the TenderSubmission.
- (2) The Tenderer shall insert the rates and prices inclusive of all applicable taxes and duties applicable to each of the charges detailed in Pricing ScheduleA1.
- (3) Tenderer shall establish and include the allowance for Goods and Services Tax (GST) on the aggregate of the rates/prices and totals in the Pricing Schedule and indicate the same in the table shown below-Price Schedule A1 –Summary
- (4) In preparing and completing Pricing Schedule A1, the Tenderer may add additional items and prices to more accurately reflect his pricing. However, no item shall be deleted from Pricing Schedule A1 and Pricing Schedule A1 shall be completed in accordance with the Instruction to Tenderers and the instructions to eachschedule.
- (5) NotUsed
- (6) The layout and descriptions in Cost Centres A1.1 to A1.12 shall remain as shown, except that the Tenderer is free to enter additional items in each one as required to fully cost his Tender Submission.
- (7) Each individual item of Pricing Schedule A1 shall have a rate/price entered against it in clear monetary figures, such rate/price shall properly reflect and allow for the full inclusive value of the work covered by that item. The use of the term “included” or the insertion of a zero value shall not be permitted. Where an item description is not applicable to the Contractor’s Tender Submission the term “n/a” ispermitted.
- (8) The Tenderer shall note that in respect of Cost Centres A1.1 and A1.2, he shall not enter a total for the Cost Centre that exceeds the percentages stated in the Cost Centre descriptions which are 5% and 5% respectively of the Total for Design-Build Cost Centre Values. The Tenderer shall note that in respect of Cost Centre A1.10, he shall not enter a total for the Cost Centre that is less than the percentage stated in the Cost Centre description, which is 5% of the Total for Design-Build Cost CentreValues.
- (9) If the Employer considers that the Tenderer has tendered sums in Pricing Schedule A1 by overloading particular items to enable early payment, the Employer may request additional information on the breakdown of the pricing. If sufficient information is not provided to justify the rates tendered, the Employer may at his discretion determine a more suitable interim paymentmechanism.

INSTRUCTIONS TO PRICING SCHEDULE A2**General**

- 1) Each individual item of Pricing Schedule A2 shall have a price entered against it in clear monetary figures, such price shall properly reflect and allow for the full inclusive value of the work covered by that item. The rates and prices shall be inclusive of all applicable taxes and duties
- 2) The Tenderer shall enter the percentages and carry out all calculations as required to complete Pricing Schedule A2.

Labour and Design Rates

The Tenderer shall enter into each item for Design and Labour the hourly rate and amount in relation to each class of staff.

Equipment Listed Rates

The Tenderer shall enter into each item a rate for the particular equipment identified which may be used for dayworks activities.

Equipment not Listed Rates

The Tenderer shall enter in the applicable item a percentage adjustment by which the lump sum allowance for equipment not listed is to be adjusted if utilised in dayworks. This adjustment will be applied in accordance with the Schedule of Payments.

Materials

The Tenderer shall enter in the applicable item a percentage adjustment by which the lump sum allowance for Materials is to be adjusted in accordance with the Schedule of Payments if utilised for dayworks activities.

INSTRUCTIONS FOR PRICING SCHEDULE A3

Price Adjustment Proportions (Design-Build)

- 1) With respect to the proportions set out in Sub-Clause 5.5 of the Schedule of Payments and repeated in Pricing Schedule A3, the intention is that the proportions shall reflect the actual anticipated cost base spread of the Tenderer at the time of the SubmissionDeadline.
- 2) The total escalation paid shall be capped at not exceed 10% of the DBcost.

INSTRUCTIONS FOR PRICING SCHEDULE B1**Completion Instructions**

- 1) The Tenderer shall insert the rates and prices inclusive of all applicable taxes and duties applicable to each of the charges detailed in Pricing Schedule B1.
- 2) The Tenderer shall establish and include the allowance for Goods and Services Tax (GST) on the aggregate of the rates and totals in the Pricing Schedule and indicate the same in the table shown below Price Schedule B2.4.
- 3) As far as possible the cost structure has been designed with the goal of allowing Tenderers to cover all marginal costs directly against the items identified in the Schedule of Rates and Prices, however, Tenderers must satisfy themselves that all the costs are covered for the full range of flows indicated in the Schedule.
- 4) It is intended that the basic marginal cost per cubic metre of flow through the Works is covered by a payment based on flow pumped through the pumping stations. All potable water used in the Operation and Maintenance Works is assumed to eventually pass through the Works, and so will be deducted from the volume of treated effluent measured for payment. This approach is intended to encourage Tenderers to reduce their use of potable water as far as possible.
- 5) It is recognised that the cost of operating and maintaining the Works in the first year of operation may be higher than in subsequent years. To accommodate this Tenderers are given the opportunity of establishing different fixed charge rates for the first year of operation.
- 6) For all items in Pricing Schedule B1 the Tenderer shall not enter a nil rate or leave a rate un-entered.
- 7) The Tenderer shall not use "included" in any entry in Pricing Schedule B1.
- 8) There shall be no adjustments made for currency fluctuations in Pricing Schedule B1.

INSTRUCTIONS FOR PRICING SCHEDULE B2**General Instructions**

- 1) In Pricing Schedule B2 the Tenderer is required to provide a detailed Asset Replacement Schedule showing the fully inclusive capital replacement price of items of Plant which have a life expectancy of five years or more, so as to ensure a continued life for the Works. The cost of replacing items of Plant with a life expectancy of less than five years and any Plant or Material not included in the Schedule by the Tenderer is deemed to be covered in the other rates/prices entered by the Tenderer in the Pricing Schedules.
- 2) The Tenderer shall establish and include the allowance for Goods and Services Tax (GST) on the aggregate of the rates and totals in the Pricing Schedule
- 3) If Plant is to undergo refurbishment of parts of the Plant item, rather than replacement, then where this refurbishment first occurs five years or more after the commencement of the Operation Service Period (based on the date stated in the Commissioning Certificate), and/or at intervals of five years or more, it shall be included in the Pricing Schedule B2 on each proposed occurrence. The description of the refurbishment shall be appropriately detailed to enable identification of the intended scope of refurbishment.
- 4) The prices for replacement of items identified in the Asset Replacement Schedule shall be based on prices current at the Base Date. Contract payments to cover replacement of these items will be based on the relevant amounts identified in the Asset Replacement Schedule, with an adjustment to cover the fluctuations in prices in the intervening period, as detailed in Section 11.5 of the Schedule of Payments.
- 5) The Tenderer shall enter the relevant description of the item, the action to be performed and the cost in the appropriate year(s). If no expenditure is anticipated in a particular year then no entry needs to be made. Consequently where there is no entry for a year it shall be assumed that there is no expenditure in that year. It is anticipated that a significant number of additional rows will be inserted in order to include all relevant items. Entries may be by hand in ink or as a print-out from a computer based approach.
- 6) No entry is permitted for year 1-3 where "Year" is the number of years since the start of the Operation Service Period (the date stated in the Commissioning Certificate). For the avoidance of doubt "Year 5" is month 49 to month 60 from the date stated in the Commissioning Certificate.
- 7) When completing the Asset Replacement Schedule the Residual Life and Value (at end of the operation period) is calculated in the WLC spreadsheet. The residual life requirements are specified in the Employer's Requirements.
- 8) The Tenderer shall not use "included" in any entry in Pricing Schedule B2.
- 9) The Tenderer shall enter into the Asset Replacement Expenditure in Pricing Schedule B2 annual amounts to cover the expenditure on those items covered in the Asset Replacement Schedule in the relevant periods, without any allowance for variation in price or interest earned on the capital. The amounts entered shall be sufficient to ensure that the Asset Replacement Expenditure does not at any time fall into deficit, assuming no allowance is made for variation in price or interest accrued on the capital. The amounts entered shall ensure a linear build-up of each intended item of expenditure during the five years preceding the expected date of expenditure.

INSTRUCTIONS FOR PRICING SCHEDULE B3

Price Adjustment Proportions: Operation Service excluding the Asset Replacement Fund

- 1) With respect to the proportions set out in Sub-Clause 11.4 of the Schedule of Payments, the intention is that the proportions shall reflect the actual anticipated cost base spread of the Contractor at the time of the Submission Deadline.

PRICE SCHEDULES A – COST CENTRES (DESIGN AND BUILD)**Price Schedule A1.1 – Preliminaries and General Items**

In general this Cost Centre includes all items not covered in other Schedules.

The Tenderer shall not enter a Total Value for Cost Centre A1.1 in excess of 5% of the Total for Design-Build Cost Centre Values.

Item Ref	Item Description	Unit	Amount (INR)
A1.1	Employer's Representative's Requirements.		Cost of item ref 1.1 to 1.2.5 shall be included as a part of cost quoted in cost centres A1.3 to A1.8.
A1.2	Project Management and Supervision.		
A1.2.1	Establish, maintain and remove Contractor's site offices, workshops, welfare and other facilities.	Sum	
A1.2.2	Head office support, overheads and profit.	Sum	
A1.2.3	Provide Contractor's supervision and co-ordination for design.	Sum	
A1.2.4	Provide Contractor's supervision and co-ordination for construction.	Sum	
A1.2.5	Carry out all necessary site testing and quality control.	Sum	
A1.2.6	Provide and Maintain Insurances as per Clause 19 of Conditions of Contract (Tenderer to list)	Sum	
A1.2.7	Provide and maintain all bonds and guarantees.	Sum	
A1.2.8	Undertake to carry out all Design-Build in accordance with all National Health & Safety laws and regulations and Health and Safety requirements of the Contract.	Sum	
A1.2.9	Collateral Warranties	Sum	
A1.2.10	Other Items Entered by Tenderer (List Below)	Sum	
Total Cost Centre A1.1 Value (to Grand Summary)			

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Price Schedule A1.2 – Design

This Cost Centre comprises the provision and execution of design services for the whole of the Design-Build of the Works and includes for the submission of all Design and Construction Documents, the attendance at meetings, all liaison with relevant parties, execution of the Hazop, inspection reporting, model tests, risk assessments and any activities necessary to complete the design.

Approvals of design is subject to the achievement of final performance expected from the work carried out and therefore contractor shall be liable for any changes and modifications if any work carried out as per design doesn't give expected outcome.

The Tenderer shall not enter a Total Value for Cost Centre A1.2 in excess of 5% of the Total for Cost Centre Values.

Item Ref	Item Description	Unit	Amount (INR)
A1.2.1	General		
A1.2.1.1	Preparation, submission and management of all necessary permissions, approvals and consents to be obtained in advance of commencement of construction.	Sum	This (item ref 2.1.1 and 2.1.2) shall be integral part of the project and cost shall be included as a part of cost quoted in cost centres A1.3 to A1.8.
A1.2.1.2	Liaise and consult as necessary with all external third parties including all agencies responsible for the permissions, approvals, environmental clearances and consents to be obtained.	Sum	
A1.2.2	Hydraulic, Civil, Structural, Building Works Design, Landscape design and Construction Drawings	Sum	
A1.2.3	Mechanical and Electrical Design, Drawings and Schedules	Sum	
A1.2.4	Control, Instrumentation and Automation, Design, Drawings, Schedules, Documents	Sum	
A1.2.5	Documents, Drawings and Manuals (As built Drawings and O&M manuals)	Sum	
A1.2.6	Other Items Entered by Tenderer (List Below)		
Total Cost Centre A1.2 Value (to Grand Summary)			

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Price Schedule A1.3 – Retaining Wall, Road and Drainage

This Cost Centre comprises a supply of Plant and Materials and the work of training of river (widening, deepening & construction of RCC retaining wall), Road Work, Drainage and allied works.

Pipe work, ductwork and cabling within and under the facility/building are included. Tests on Completion are included in Cost Centre A1.10, with the exception of the following tests which are included in this Cost Centre A1.3:

- Water tightness tests on sub-surface concrete works and Water retaining structures within this Cost Centre A1.3
- Hydrostatic testing of pipe work identified above.

Item Ref	Item Description	Unit	Amount (INR)
A1.3.1	Training of River		
A1.3.1.1	Widening & Deepening	Sum	
A1.3.1.2	Sub structure / Pile Foundation of River Retaining Wall (RCC)	Sum	
A1.3.1.3	Superstructure of River Retaining Wall (RCC)	Sum	
A1.3.1.4	Epoxy Painting on Exposed Wall Surface	Sum	
A1.3.2	Road Work		
A1.3.2.1	Excavation, Filling, Foundation & Subgrade	Sum	
A1.3.2.2	Subbase & Base	Sum	
A1.3.2.3	Finished Layer of Road Work (Asphalt – DBM + BC)	Sum	
A1.3.2.4	Footpath Work	Sum	
A1.3.2.5	Kerb Stone & Water Tables	Sum	
A1.3.2.6	Electrical works	Sum	
A1.3.3	Drainage		
A1.3.3.1	Cross Drainage / Culverts	Sum	
A1.3.3.2	Road Side Drain	Sum	
A1.3.4	Electrical Ductwork		
A1.3.4.1	Service ducts	Sum	
A1.3.5	Chambers not included elsewhere	Sum	
A1.3.6	Electrical Cabling	Sum	
A1.3.7	Other Items Entered by Tenderer (List Below)		
Total Cost Centre A1.3 Value (to Grand Summary)			

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Price Schedule A1.4 – Sewage Pumping Stations

This Cost Centre comprises the supply of Plant and Materials and the construction of the Sewage Pumping Stations. All elements within the Sewage Pumping Stations are included.

Mithi River Water Quality Improvement Project

Package 3: Dry Weather Flow Interception at Tidal Outfalls, Transfer Sewer and Allied Works

Instructions to Tenderers

Tests on Completion are included in Cost Centre A1.10, with the exception of the following tests which are included in this Cost Centre A1.4:

- Water tightness tests on sub-surface concrete works and Water retaining structures within this Cost Centre A1.4
- Hydrostatic testing of pipe work identified above.

Item Ref	Item Description	Unit	Amount (INR)
A1.4.1	Sewage Pumping Station		
A1.4.1.1	Civil works	Sum	
A1.4.1.2	Mechanical works	Sum	
A1.4.1.3	Electrical works	Sum	
A1.4.2	Instrumentation, Control and Automation		
A1.4.2.1	Instrumentation, control and automation	Sum	
A1.4.3	Pipelines		
A1.4.3.1	All connections from incoming pipework to Inlet Chamber, including connection to existing incoming rising main, overflow and effluent pipe to outfall ditch.	Sum	
A1.4.4	Electrical Ductwork		
A1.4.4.1	Service ducts	Sum	
A1.4.5	Chambers not included elsewhere	Sum	
A1.4.6	Electrical Cabling	Sum	
A1.4.7	Other Items Entered by Tenderer (List Below)		
Total Cost Centre A1.4 Value (to Grand Summary)			

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Price Schedule A1.5 – Sewer Line and Dry Weather Flow Interception Facility

This Cost Centre comprises the supply of Plant and Materials and the construction of the Sewer line and Dry Weather Flow Interception Facility. All elements within the Sewer line and Dry Weather Flow Interception Facility are included.

Tests on Completion are included in Cost Centre A1.10, with the exception of the following tests which are included in this Cost Centre A1.5:

- Water tightness tests on sub-surface works and Water retaining structures within this Cost Centre A1.5
- Hydrostatic testing of pipe work identified above.

Item Ref	Item Description	Unit	Amount (INR)
A1.5.1	Sewer Line and Manholes (including connections)		
A1.5.1.1	Civil works	Sum	
A1.5.1.2	Mechanical works	Sum	
A1.5.1.3	Electrical works	Sum	
A1.5.1	Dry Weather Flow Interceptors		
A1.5.2.1	Civil works	Sum	
A1.5.2.2	Mechanical works	Sum	
A1.5.2.3	Electrical works	Sum	
A1.5.3	Instrumentation, Control and Automation		
A1.5.3.1	Instrumentation, control and automation	Sum	
A1.5.4	Pipelines		
A1.5.4.1	All connections from incoming pipework to Inlet Chamber, including connection to existing incoming rising main, overflow and effluent pipe to outfall ditch.	Sum	
A1.5.5	Electrical Ductwork		
A1.5.5.1	Service ducts	Sum	
A1.5.6	Chambers not included elsewhere	Sum	
A1.5.7	Electrical Cabling	Sum	
A1.5.8	Other Items Entered by Tenderer (List Below)		
Total Cost Centre A1.5 Value (to Grand Summary)			

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Price Schedule A1.6 – Storm Water Pumping Stations including Gate Pumps and Screens.

This Cost Centre comprises the supply of Plant and Materials and the construction of the Storm Water Pumping Stations including Gate Pumps and Screens. All elements within the Storm Water Pumping Stations including Gate Pumps and Screens are included.

Tests on Completion are included in Cost Centre A1.10, with the exception of the following tests which are included in this Cost Centre A1.6:

- Water tightness tests on sub-surface concrete works and Water retaining structures within this Cost Centre A1.6
- Hydrostatic testing of pipe work identified above.

Item Ref	Item Description	Unit	Amount (INR)
A1.6.1	Storm Water Pumping Station including Gate Pumps and Screens		
A1.6.1.1	Civil works	Sum	
A1.6.1.2	Mechanical works	Sum	
A1.6.1.3	Electrical works	Sum	
A1.6.2	Instrumentation, Control and Automation		
A1.6.2.1	Instrumentation, control and automation	Sum	
A1.6.3	Pipelines		
A1.6.3.1	All connections from incoming pipework to Inlet Chamber, including connection to existing incoming rising main, overflow and effluent pipe to outfall ditch.	Sum	
A1.6.4	Electrical Ductwork		
A1.6.4.1	Service ducts	Sum	
A1.6.5	Chambers not included elsewhere		
A1.6.6	Electrical Cabling		
A1.6.7	Other Items Entered by Tenderer (List Below)		
Total Cost Centre A1.6 Value (to Grand Summary)			

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Price Schedule A1.7 – Promenades including Cycle Track, Beautification, Electrical, Security System & Allied Works.

This Cost Centre comprises a supply of Plant and Materials and the work of Promenades including Cycle Track, Beautification, Electrical, Security System & Allied Works.

Pipe work, ductwork and cabling within and under the facility/building are included. Tests on Completion are included in Cost Centre A1.10, with the exception of the following tests which are included in this Cost Centre A1.7:

- Water tightness tests on sub-surface concrete works and Water retaining structures within this Cost Centre A1.7
- Hydrostatic testing of pipe work identified above.

Item Ref	Item Description	Unit	Amount (INR)
A1.7.1	Promenade Work		
A1.7.1.1	Sub structure / Pile Foundation	Sum	
A1.7.1.2	Superstructure including Cantiliver Beam & Slabs	Sum	
A1.7.1.3	Beautification, Landscaping, Street Furniture and allied works.	Sum	
A1.7.1.4	Mechanical Works	Sum	
A1.7.1.5	Electrical Works	Sum	
A1.7.2	Bridge Work for Promenades		
A1.7.2.1	Sub structure / Pile Foundation	Sum	
A1.7.2.2	Superstructure including Cantiliver Beam & Slabs	Sum	
A1.7.2.3	Beautification, Landscaping, Street Furniture and allied works.	Sum	
A1.7.2.4	Mechanical Works	Sum	
A1.7.2.5	Electrical Works	Sum	
A1.7.3	Drainage		
A1.7.3.1	Cross Drainage / Culverts	Sum	
A1.7.4	Electrical Ductwork		
A1.7.4.1	Service ducts along Site Roads	Sum	
A1.7.5	Chambers not included elsewhere		Sum
A1.7.6	Electrical Cabling		Sum
A1.7.7	Other Items Entered by Tenderer (List Below)		
Total Cost Centre A1.7 Value (to Grand Summary)			

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Price Schedule A1.8 – Ancillary Building, Processes and Utilities

This Cost Centre comprises the supply of Plant and Materials and the construction (where provided) of the Administration Room / Guard Room / MCC Room and the provision of Utilities to the Site. All elements within the buildings are included.

Pipe work, ductwork and cabling within the buildings/processes is included.

Tests on Completion are included in Cost Centre A1.10 with the exception of the following tests which are included in this Cost Centre A1.8:

- Hydrostatic testing on pipe work identified above

Item Ref	Item Description	Unit	Amount (INR)
A1.8.1	Administration Room / Guard Room / MCC Room		
A1.8.1.1	Civil and building works	Sum	
A1.8.1.2	Building services	Sum	
A1.8.1.3	Office furniture and fittings	Sum	
A1.8.1.4	First Aid and Safety Equipment	Sum	
A1.8.2	Provision of Utilities to the Site		
A1.8.2.1	Electricity Supply	Sum	
A1.8.2.2	Telephone supply	Sum	
A1.8.2.3	Potable water supply	Sum	
A1.8.2.4	Broadband supply	Sum	
A1.8.3	Other Items Entered by Tenderer (List Below)		
Total Cost Centre A1.8 Value (to Grand Summary)			

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Price Schedule A1.9 – General Site Works

This Cost Centre includes items such as

- mobilisation of Plant and equipment required for the execution of the work
- Improvement to and extension of access road to site
- site clearance, excavation, and demolition of all existing structures including disposal of waste materials to suitable landfill or recycling in accordance with all applicable regulations
- earthmoving including rock
- construction of Site roads, footpaths and hard standing areas
- site security during construction
- site surface water system including outfalls
- foul works drainage system and return pumping station(s)
- supply and installation of site fencing and gates
- landscaping
- supply and installation of Site lighting, fire alarm and security systems

This Cost Centre excludes excavations below final ground level for new building and tanks. This work is included in the Cost Centre containing the buildings and tanks

Tests on completion and performance tests are included in Cost Centre A1.10 with the exception of Water tightness testing on sub-surface chambers

Hydrostatic testing on Site drainage and building drainage pipework identified above

Item Ref	Item Description	Unit	Amount (INR)
A1.9.1	General Site Works		
A1.9.1.1	Demolition and site clearance	Sum	
A1.9.1.3	Earthmoving (including rock)	Sum	
A1.9.1.4	Landscaping and planting	Sum	
A1.9.1.5	Site surface water drainage	Sum	
A1.9.1.6	Foul works drainage system	Sum	
A1.9.1.7	Site Roads and hard standings	Sum	
A1.9.1.8	Improvement to existing access road and bridge	Sum	
A1.9.1.9	Improvement and construction of new Site Access Road	Sum	
A1.9.1.10	Footpaths and surface finishes	Sum	
A1.9.1.11	Fencing and gates	Sum	
A1.9.1.12	Site lighting	Sum	
A1.9.1.13	Fire alarm system	Sum	
A1.9.1.14	Site security system	Sum	
A1.9.2	Other Items Entered by Tenderer (List Below)		

Item Ref	Item Description	Unit	Amount (INR)
Total Cost Centre A1.9 Value (to Grand Summary)			

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Price Schedule A1.10 – Tests on Completion and Training

This Cost Centre includes the activities required to carry out the Tests on Completion and the training of the Employer's Staff. It excludes the hydrostatic, water tightness and other tests included in other Cost Centres above.

Note: Testing on completion of works shall be part of individual components of projects and therefore need not be quoted separately.

The Tenderer shall not enter a Total Value for Cost Centre A1.1 less than 5% of the Total for Design-Build Cost Centre Values.

Item Ref	Item Description	Unit	Amount (INR)
A1.10.1	Pre-commissioning and commissioning tests		
A1.12.1.1	Testing of Sewage Pumping Stations	Sum	
A1.12.1.2	Testing of Storm Water Pumping Stations (Gate Pumps) including Screening	Sum	
A1.12.1.3	Testing of Dry Weather Flow Interception Facility	Sum	
A1.12.1.4	Testing of Sewer Lines	Sum	
A1.10.1.5	Testing of PLC system	Sum	
A1.10.2	Plant Proving Period		
A1.10.3	Training		
A1.10.3.1	Provision of training for Employer's staff prior to Operation Service Period	Sum	
A1.10.3.2	Provision of training for Contractor's Operation and Maintenance staff	Sum	
A1.10.4	Other Items Entered by Tenderer (List below)		
Total Cost Centre A1.12 Value (to Grand Summary)			

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Price Schedule A1.11 – Provisional Sums – General

This Cost Centre allows provisional amounts to be expended at the discretion of the Employer.

Item Ref	Item Description	Unit	Amount (INR)
Total Cost Centre A1.11 Value (to Grand Summary)			xxxx

Note: The Tenderer should not change this Cost Centre

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Price Schedule A1 – Summary

Sr. No.	Item Description	Amount (INR)
1	Price Schedule A1.1 – Preliminaries and General Items	
2	Price Schedule A1.2 – Design	
3	Price Schedule A1.3 – Retaining Wall, Road and Drainage	
4	Price Schedule A1.4 – Sewage Pumping Stations	
5	Price Schedule A1.5 – Sewer line and Dry Weather Flow Interception Facility	
6	Price Schedule A1.6 – Storm Water Pumping Station including Gate Pumps and Screens	
7	Price Schedule A1.7 – Promenades including Cycle Track, Beautification, Electrical, Security System & Allied Works.	
8	Price Schedule A1.8 – Ancillary Building, Processes and Utilities	
9	Price Schedule A1.9 – General Site Works	
10	Price Schedule A1.10 – Tests on Completion and Training	
11	Price Schedule A1.11 – Provisional Sum- General	
12		
DB TT	DESIGN-BUILD TENDER TOTAL	

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Tenderer shall indicate allowances for taxes considered in Price Schedules A1 Summary

SAC/ HSN Code	Type of Tax	% (Percentage) of Tax considered for Design Build Payment	Amount
	CGST	_____ % of DesignBuild Payments	
	SGST	_____ % of DesignBuild Payments	
	IGST	_____ % of DesignBuild Payments	
	Any Other Tax (Tenderer to Specify)	_____ % of DesignBuild Payments	
Total			

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Price Schedule A2.1 – Daywork Rates - Labour

The Labour hourly rate shall include the Labour deployed to carry out dayworks and shall include all items listed in the Schedule of Payments in respect of Labour. The “Amount” shall be the product of such hourly rate and the given provisional duration.

Code	Item Description	Unit	Quantity	Rate (INR)
A2.1	Labour			
A2.1.1	Mistry / Foreman	hrs	50	
A2.1.2	Mazdoor / Labourer	hrs	100	
A2.1.3	Carpenter 1st Class	hrs	50	
A2.1.4	Mason	hrs	50	
A2.1.5	Pipe Layer	hrs	50	
A2.1.6	Concreter	hrs	50	
A2.1.7	Painter	hrs	50	
A2.1.8	Motor & Plant Driver	hrs	50	
A2.1.9	Equipment Operator	hrs	50	
A2.1.10	Electrician	hrs	50	
A2.1.11	Fitter	hrs	50	
A2.1.12	Plumber	hrs	50	
A2.1.13	Welder	hrs	50	
A2.1.14	Process Engineer	hrs	50	
A2.1.15	Commissioning Engineer	hrs	50	
A2.1.16	Watchman	hrs	50	
A2.1.16	Mali	hrs	50	
Note: Dayworks prices will not be considered for evaluation. It is mandatory to fill the rates for above items.				

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Price Schedule A2.2 – Daywork Rates – Designers

Code	Item Description	Unit	Quantity	Rate (INR)
A2.2	Design			
A2.2.1	Civil Engineering Designer	hrs	200	
A2.2.2	Structural Designer	hrs	200	
A2.2.3	Mechanical Designer	hrs	200	
A2.2.4	Electrical Designer	hrs	200	
A2.2.5	Process Designer	hrs	200	
A2.2.6	ICA Designer	hrs	200	
A2.2.7	CAD Operator	hrs	200	
A2.2.7	Horticulturalist	hrs	100	
Note: Dayworks prices will not be considered for evaluation. It is mandatory to fill the rates for above items.				

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Price Schedule A2.3 – Daywork Rates - Equipment

Code	Item Description	Unit	Quantity	Rate (INR)
A2.3	Equipment			
A2.3.1	Scissor lift self-propelled, rough terrain travel, capacity up to 800kg. platform height up to 9m	days	5	
A2.3.2	Telescopic access platform, self-propelled, rough terrain travel, capacity up to 800kg, height up to 9m	days	5	
A2.3.3	Asphalt / coated macadam spreader (crawler or wheeled) up to 56kW	days	5	
A2.3.4	Asphalt road burner (portable)	days	5	
A2.3.5	Bar bending machine, up to 50mm mild steel rods	days	5	
A2.3.6	Bar shearing machine, up to 50mm mild steel rods	days	5	
A2.3.7	Compressor (silenced) min. free air delivery at 7bar up to 8.0m ³ /min	days	5	
A2.3.8	Concrete mixers, Wet capacity min. 300 litres, including aggregate feed apron	days	5	
A2.3.9	Concrete truck/mixer/agitator (including separate engine with mechanical drive to drum), min. capacity 7.0 m ³	days	5	
A2.3.10	Concrete pump including piping and cleaning equipment, min output 55m ³ /hr	days	5	
A2.3.11	Concrete Vibrator poker and tamper	days	5	
A2.3.12	Vibrating plate compactor, up to 200kg	days	5	
A2.3.13	Concrete power float	days	5	
A2.3.14	Concrete saw mim blade diameter 500mm	days	5	
A2.3.15	Crawler mounted crane min. SWL up to 40 tonnes	days	5	
A2.3.16	Crane grab, heavy duty	days	5	
A2.3.17	Chain slings, chain diameter 16mm	days	5	
A2.3.18	Small dumper, 4 wheel drive, hydraulic tipping rated payload min 3000kg	days	5	
A2.3.19	Articulated dump truck, rated payload min 15,000kg	days	10	
A2.3.20	Excavator, hydraulic operated, full circle slew, crawler or wheel mounted, with single equipment, min machine weight 20 tonnes	days	5	
A2.3.21	Excavator, hydraulic operated, offset or centre post, half-circle slew, wheeled, dual purpose (back hoe/loader), min bucket capacity 1m ³	days	5	
A2.3.22	Percussion breaker equipment for excavator, weight min. 1000kg	days	5	
A2.3.23	Generator set, rating min. 100.0kVA	days	5	
A2.3.24	Transformer, oil immersed, nominal rating up to 100kVA	days	5	

Code	Item Description	Unit	Quantity	Rate (INR)
A2.3.25	Mobile lighting unit, 2 light tungsten halogen including generator, min height 8.0m	days	5	
A2.3.26	Goods hoist, cantilever or rope suspended combined with safety devices and limits, bottom gate and one landing gate, interlocked, 500kg min. capacity	days	5	
A2.3.27	Jeep or Van, ordinary use, site and public road including tax, insurance, petrol, etc. (excl. driver), carrying capacity up to 1.5tonnes	days	5	
A2.3.28	Fork lift truck, rough terrain, 4 wheel drive, min lifting capacity 4,000 kg	days	5	
A2.3.29	Pipe bending machine motorized capable of bending nominal size 150 mm	days	5	
A2.3.30	Portable pump, self-priming centrifugal 150mm min nominal size	days	5	
A2.3.31	Dewatering pump, including hoses, couplings, and strainer, capacity, up to 50 litres per second	days	5	
A2.3.32	Roller, min weight 6 tonnes	days	5	
A2.3.33	Chain saw including heavy duty protective clothing and blades, guide bar length min 800 mm	days	5	
A2.3.34	Portable saw bench, min. saw diameter 500 mm	days	5	
A2.3.35	Tubular steel or bamboo scaffolding, per 100 m including ties, fixings, etc.	days	5	
A2.3.36	Electronic Total station	days	5	
A2.3.37	Tractor (crawler) with bull or angle dozer (hydraulically or winch operated), including loading shovel min 1 m ³ capacity, including back hoe equipment, ripper, rated fly wheel min. 200kW	days	5	
A2.3.38	Wheeled tractor (rubber tyred) fly wheel kW min 100kW	days	5	
A2.3.39	Static water storage tank min. capacity 6 m ³	days	5	
A2.3.40	Static fuel storage tank min. capacity 6 m ³ , including bunding	days	5	
A2.3.41	Oxy-acetylene cutting and welding set inclusive of oxygen and acetylene, inclusive of electrodes, and protective equipment	days	5	
A2.3.42	Winch, hand operated min 1.5 tonnes line pull	days	5	
Note: Dayworks prices will not be considered for evaluation. It is mandatory to fill the rates for above items.				

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Price Schedule A3.1 – Price Adjustment Proportions (Design-Build)

Item	Value	Description of Index
a	0.35	Labour Index defined in Section 5.3(1) of the Schedule of Payments
b	0.55	Materials Index defined in Section 5.3(1) of the Schedule of Payments
F	0.1	In respect of all other costs which shall not be subject to any adjustment
Total	1.00	

The Tenderer shall not change the figures in this Price Schedule.

Total escalation shall not exceed 10% of the DB cost.

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Price Schedules B – Operation Service**Price Schedule B1.1 – Fixed Time Related Charges**

Item	Description	Unit	Rate (Rupee INR)
1.1	Fixed Time Related Charges		
1.1.1	Sewage Pumping Stations	Day	
1.1.2	Tidal DWF Interception Facility. including removal and disposal of screenings.	Day	
1.1.3	Storm Water Pumping Stations (including gate pumps) and screenings.	Day	

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Price Schedule B1.2 – Flow dependent Charges (Sewage Pumping)

Item	Description	Unit	Rate (Rupee INR)
1.2	Sewage Pumping		
1.2	Flow transferred through the Sewage Pumping	m ³	

Note – Flow for payment is measured at the inlet works.

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Price Schedule B1.3 – Flow dependent Charges (Tidal DWF Interception Facility)

Item	Description	Unit	Rate (Rupee INR)
1.3	Tidal DWF Interception Facility		
1.3	Flow transferred through the Tidal DWF Interception Facility	m ³	

Note – Flow for payment is measured at the inlet works.

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**Price Schedule B1.4 – Flow dependent Charges
(Storm Water Pumping Stations {including gate pumps} and screenings)**

Item	Description	Unit	Rate (Rupee INR)
1.4	Storm Water Pumping Stations (including gate pumps) and screenings		
1.4	Flow transferred through the Storm Water Pumping Stations (including gate pumps) and screenings	m ³	

Note – Flow for payment is measured at the inlet works.

Tenderer shall indicate allowances for taxes considered in his rates for Price Schedules B 1.1 to B 1.4

SAC/HSN Code	Type of Tax	% (Percentage) of Tax Considered for Operation Service Payments
	CGST	—% of Operation Service Payments
	SGST	__% of Operation Service Payments
	IGST	__% of Operation Service Payments
	Any Other Tax (Tenderer to Specify)	__% of Operation Service Payments

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Tenderer shall indicate allowances for taxes considered in his rates for Price Schedules B2.1

SAC/HSN Code	Type of Tax	Tax % (Percentage) of Operation Service Payments	Amount
	CGST	_____ %	-----
	SGST	_____ %	-----
	IGST	_____ %	-----
	Any Other Tax (Tenderer to Specify)	_____ %	-----
Total			-----

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Price Schedule B2.2 – Asset Replacement Schedule

Period	Amount (INR)
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	

Note – to be read in conjunction with the conditions of contract, clauses 14.5 and 14.18.

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Price Schedule B3.1 – Price Adjustment Proportions (Operation)

Co-efficient	Proportions Default Values	Description of Index
<i>a</i>	0.30	Labour Index defined in Section 11.2 (1)
<i>b</i>	0.00	Chemicals Index defined in Section 11.2 (1)
<i>c</i>	0.30	Electricity Index defined in Section 11.2 (1) Base Index
<i>d</i>	0.30	Auto diesel Index defined in Section 11.2 (1)
F	0.10	In respect of all other costs which shall not be subject to any adjustment
Total	1.00	

The Tenderer shall not change the figures in this Price Schedule.

Notes-

- Section 11.2(1) refers to clause 11.2(1) of Volume3
- All indices used for all Price Adjustments calculations shall be as published by Reserve Bank of India for the month under consideration

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PRICE SCHEDULE C – WHOLE LIFE COST

To be uploaded in folder “C”

Sr. No.	Item	Amount (INR)
1	Design-Build Tender Total (As per WLC Spreadsheet- Price Schedule A-1 summary)	
2	Operation Service NPV (As per WLC Spreadsheet)	
3	Asset Replacement Expenditure NPV less Asset Replacement Fund Residual Value NPV ** (As per WLC Spreadsheet)	
Total (Whole Life Cost) (Sr. No. 1+2+3)		

** note that the residual value is treated as a credit and reduces the total Whole Life Cost

APPENDIX G – DRAFT CONTRACT

APPENDIX G – DRAFT CONTRACT

The draft contract consists of the following Volumes:

Appendices to the Instructions to Tenderers:

Appendix A – Tender Data Sheet;

Appendix B – Tender Submission Requirements;

Appendix D – Tender Qualification Forms;

Appendix E – Tender Forms;

Appendix F – Pricing Schedules

Volume 1 – Conditions of Contract consisting of:

- A) the “General Conditions” which are the “Conditions of Contract for Design, Build and Operate Projects, First Edition 2008” published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), as amended and supplemented by the Particular Conditions Part A and the Particular Conditions PartB;
- B) Particular Conditions Part A – Contract Data;and
- C) Particular Conditions Part B – SpecialProvisions;

Volume 2 – Employer’s Requirements;

Volumes 2A, 2B, 2C and 2E – General Technical Specifications;

Volume 2F – Operation and maintenance of Pumping Station

Volume 2D – Drawings;

Volume 3 – Schedule of Payments; and

Volume 4 – Contract Forms

Volume 5 – Background Information

Internal Grievance Redressal Mechanism - as per circular no. DMC/CPD/3217 dtd.02.03.2019.

MUNICIPAL CORPORATION OF GREATER MUMBAI

Central Purchase Department

CIRCULAR

No. D.M.C./CPD/3217 Date: 02.03.2019

Sub : To incorporate new clause of internal "GRIEVANCE REDRESSAL MECHANISM" in the standard Bid document.

Ref: i) CA/FRD/I/05 dt. 10.05.2016
ii) MGC/F/8155 dtd. 30.01.2019.

- Vide above reference, Hon'ble M.C. has granted to discontinue the existing Procurement Redressal Committee & to incorporate new clause of internal "GRIEVANCE REDRESSAL MECHANISM" as mentioned below in the bid document.

INTERNAL GRIEVANCE REDRESSAL MECHANISM

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

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

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

Upon receipt of such application for review, M.C.G.M. may decide whether the bid process is required to be suspended pending disposal of such review. The M.C.G.M. after examining the application and the documents available to him, give such reliefs, as



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may be considered appropriate and communicate its decision to the Applicant and if required to other bidders or prospective bidders, as the case may be.

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

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

1st Appeal by the bidder against the decision of C.E./HoD/Dean can be made to concerned D.M.C / Director who should decide appeal in 7 days.

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

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

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

No application shall be maintainable before the redressal Committee in regard of any decision of the M.C.G.M. relating to following issues:

- Determination of need of procurement
- The decision of whether or not to enter into negotiations.
- Cancellation of a procurement process for certain reasons.

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

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

- All head of department are therefore requested to take a note of above and process tenders accordingly.

Sd/- 21.02.19

D.M.C(CPD)

CIRCULAR

2018-19

No. D.M.C./CPD/3217 Date: 02.03.2019

CC: to

Director(E.S&P)	D.M.C(E)	D.M.C(S.E)	D.M.C(SWM)	D.M.C(Education)
D.M.C(Vig.)	D.M.C(Z-I)	D.M.C(Z-II)	D.M.C(Z-III)	D.M.C(Z-IV)
D.M.C(Z-V)	D.M.C(Z-VI)	D.M.C(Z-VII)	D.M.C(A&C)	D.M.C(Improvement)
D.M.C(D.M)	D.M.C(Spl.)	D.M.C(M.C's Office)	D.M.C(E.R.)	Director(M.E & M.H)
Ch.M.S(Sp. Hosp.)	E.H.O Dean (LTMG Hosp. & Med. College)	P.S. to M.C. Dean (B.Y.L Nair Hosp.)	C.E. Dean (Nair Hosp. Dental College)	P.S: to AMC(P)/ws/25/047
Dean (KEM Hosp.)				H.E.
Ch.E.(D.P)	Ch.E.(Roads & Traffic)	Ch.E.(M.S.D.P)	Ch.E.(SWD)	Ch.E.(S.O)
Ch.E.(S.P)	Ch.E.(W.S.P)	Ch.E.(Vig.)	Ch.E.(B.M)	Ch.E.(S.W.M)
Ch.E.(Bridge)	Ch.E.(M&E)	Ch.E.(C.T.I. & R.C)	Ch. L.O	Edu. Officer
M.A	Security Officer	Law Officer	Supt. Of Garden	Supt. Of Licence
M.C.A	M.S.	C.A.(F)	C.A.(T)	C.A.(W.S.S.D)

Copy submitted for information please

DY. Ch. E. (S.P.) Const/P&D
A.O.(S.P.(G)/Const/P&D

19-11-02/02/19
DY/Ch.E.(CPD)

7 MAR 2019

Chief Engineer
(S.W. Projects)