

BRIHANMUMBAI MUNICIPAL CORPORATION
(MUMBAI SEWAGE DISPOSAL PROJECT DEPARTMENT)



**CONSULTANCY SERVICES FOR COMPREHENSIVE STUDY OF
SWD OUTFALLS DISCHARGING INTO SEA, CREEK & RIVERS AND
SUGGEST SHORT-TERM MEASURES TO MITIGATE THE
POLLUTION INTO THE WATER BODIES.**

AUGUST 2022

CHIEF ENGINEER (MUMBAI SEWAGE DISPOSAL PROJECT)
MUNICIPAL CORPORATION OF GREATER MUMBAI,
2ND FLOOR, ENGINEERING HUB BUILDING,
DR. E. MOSES ROAD, WORLI
MUMBAI – 400 018

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**SECTION-I:
-e-Tender Notice**

BRIHANMUMBAI MUNICIPAL CORPORATION
MUMBAI SEWAGE DISPOSAL PROJECT DEPARTMENT
NO. CH.E. / /MSDP DATED

E-TENDER NOTICE

1. The Municipal Commissioner of BMC invites the online tenders in three packet system on Least Cost Selection (LCS) Basis for providing '**Consultancy services for comprehensive study of SWD outfalls discharging into sea, creek & rivers and suggest short-term measures to mitigate the pollution into the water bodies.**'
The tender copy can be downloaded from BMC's portal (<https://portal.mcgm.gov.in>) under "e-procurement" section.

2. The contract period for the subject consultancy work is 6 months excluding monsoon.

3. **Post Qualification Criteria:**

To be eligible to apply for the tendering, the bidder shall meet the following capabilities.

A) General Capabilities

- (i) The Consultancy firms who are single entities and in existence at least for last 5 years are eligible to bid for this consultancy work. Authorized change in name & style shall be considered. Sole Proprietary firms, Joint Ventures and association of two or more entities are not allowed.
- (ii) The Consultancy firms shall have valid ISO-9001 Certification.
- (iii) Wholly owned subsidiary of the foreign company is eligible to quote based on the credentials of its parent company/sister concern, if they submit certificate from the parent company/sister concern to that effect.

In case the firm qualifies on the basis of credentials of the Parent Company/Sister concern, then the contract with BMC is to be signed as per the following:

- by both subsidiary and the Parent Company (if the bidder qualifies on the basis of Parent Company)
- by subsidiary, sister concern and parent company (if the bidder qualifies on the basis of sister concern).

B) Technical Capabilities

The consultancy firm, as a single entity or as a Joint Venture Partner (with minimum 30% shareholding in JV)/ Consortium/ Associated Partner must have carried out feasibility study and preparation of Master Plan/DPR for Storm Water Drain systems / Sewerage system along with preparation of estimates and tender documents for the works suggested.

T-1. The Consultancy firm must have carried out within last 7 years, as consultant, the work of feasibility study / DPR / preparation of Master Plan for Storm Water Drain systems / Sewerage system alongwith preparation of estimates and tender documents.

One work of value not less than 4.0 crores; OR

Two works of value not less than 2.5 crores each; OR

Three works of value not less than 2.0 crores each.

AND

T-2. The Consultancy firm must have carried out within last 7 years, as consultant, the work of feasibility study / DPR / preparation of Master Plan for Storm Water Drain systems / Sewerage system alongwith preparation of estimates and tender documents.

One work for city / town having design population not less than 3 million; OR

Two works for cities / towns having design population not less than 2 million each; OR

Three works for cities / towns having design population not less than 1.5 million each.

Note:- Updating of value of work to the price level of the tender year shall be done at the rate of 10% per year compounded annually as follows :

FY 2021-2022 : 1.00	FY 2020-2021 : 1.10
FY 2019-2020 : 1.21	FY 2018-2019 : 1.33
FY 2017-2018 : 1.46	

C) Financial Capabilities

Average annual turnover of consultancy firm shall be minimum 30 Crore in the last five (5) financial years. i.e. for year 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.

The bidder shall upload copies of financial documents (Audited balance sheets and certificate from the Statutory Auditor) for last five (5) financial years (i.e. for year 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).

Note:- Updating of annual turnover to the price level of the tender year shall be done at the rate of 10% per year compounded annually as

follows :

FY 2021-2022 : 1.00	FY 2020-2021 : 1.10
FY 2019-2020 : 1.21	FY 2018-2019 : 1.33
FY 2017-2018 : 1.46	

The bids shall be evaluated on Least Cost Selection (LCS) Basis.

The consultant who do not fulfill these criteria shall be disqualified and their Packet C shall not be opened. Similarly, Packet C of the consultants who fail to score a minimum of 70 marks in technical evaluation i.e. as described in clause 23 : Evaluation of Bids (Packet B) of ITB, shall be disqualified and their Packet C shall not be opened.

4. Interested bidder may obtain further information from the office of the -
Chief Engineer (MSDP),
2nd floor, Engineering Hub Building, Dr. E. Moses Road,
Near Worli Naka, Worli, Mumbai-400 018.
5. All interested bidders, whether already registered or not registered in BMC, are mandated to get registered with BMC for e-tendering process, Login Credentials to participate in the online tendering process on the above mentioned portal under “e- procurement”. The details of the same are available on BMC portal (<http://portal.mcgm.gov.in>) under ‘e-procurement’ tab.
6. For the registration, enrolment for digital signature certificate & user manual, Bidder may please refer to respective links provided in e-tendering tab on BMC website. The Bidders can get digital signature from any one of the Certifying Authorities (CA’s) licensed by the controller of Certifying Authorities namely Safes crypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL, GNFC and e-Mudhra CA. BMC has opened a help desk at the address mentioned above to help the tenderers in this regard.
7. The tender documents may be downloaded by clicking the link “Folder” in “BMC Documents”, which includes the tender documents along with other relevant documents.
8. The tender documents shall be downloaded from e- tender portal as per schedule given hereunder after online payment of e-tender document price of INR 10,400/- + applicable GST through BMC Payment Gateway.
9. Tenders must be accompanied by Tender Security /Earnest Money Deposit (EMD) of Rs. 9,00,000/- to be paid online through BMC’s payment gateway, on or before the end date & time of submission of tender. Bidding firms registered with BMC and those who have paid a Standing Deposit shall also have to pay fresh Tender Security/EMD.
10. Tenders details are as under.

e – Tender	Name of the Work	Earnest money Deposit (Rs.)	e-Tender Document Price	Contract period
Bid No.	Consultancy services for comprehensive study of SWD outfalls discharging into sea, creek & rivers and suggest short term measures to mitigate the pollution into the water bodies.	9,00,000/-	Rs. 10,400/- + GST as applicable	6 months excluding monsoon.

11. The self-attested two physical copies of the digitally signed e-tender submission (of Packet A & B only) shall be submitted within 2 working days during the office hours from the end date of e-tender submission in the office of Ch.E.(MSDP).
12. Pre-Bid meeting will be held in the office of Ch.E.(MSDP) at the address mentioned above on 02.09.2022 at 11.30 AM
13. Bidders shall express the price of their services in the Local currency (Indian Rupees only) All payments shall be made in INR and not in any other currency.
14. The Tenderer(s) should upload scanned digitally signed copy of the original registration certificate to get registered with BMC for e-tendering process, login credentials to participate in the online tendering process before purchasing / uploading / submitting the e-tender copy. The e-tenders duly filled in should be uploaded and submitted online on or before the end date & time of submission. The Packets A, B and C of the e-tenders will be opened in the office of Chief Engineer (MSDP) as per the time table shown below. The dates and time for uploading the e-Tender & opening of the e-Tenders are as under:

Sr. No.	Description	Date and Time
1.	Bid No.	710xxxxxxx
2.	Sale of e-Tender starts from	22.08.2022 at 11.00 AM
3.	Last Date & Time of Sale of tender	23.09.2022 at 01.00 PM
4.	Last Date & Time of e- Tender submission	23.09.2022 at 04.00 PM
5.	Opening of packet 'A' of e-Tender	27.09.2022 at 04.00 PM

6.	Opening of packet 'B' of e-Tender	04.10.2022 at 04.00 PM
7.	Opening of packet 'C' of e-Tender	18.10.2022 at 04.00 PM

15. Other details can be seen in e-tender document. If there are any changes in the above-mentioned dates, the same will be displayed on the BMC Portal: <http://portal.mcgm.gov.in>
16. The BMC reserves the right to cancel the e-tender 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.

Sd/-
Chief Engineer
(Mumbai Sewage Disposal Project)

SECTION-II Special Instructions to Bidders for E-Tendering

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. The e-Tendering process of BMC is enabled through its Portal 'http://portal.mcg.gov.in'.

All the tender notices including e-Tender notices will be published under the 'e- Tenders' section of BMC Portal.

All the information documents are published under the 'e-Procurement' section of BMC Portal.

All interested consultants are required to be registered with BMC for e-Tendering process. Consultants not registered with BMC can apply online by clicking the link 'Vendor Registration' under the 'e-Procurement' section of BMC Portal. Consultants already registered with BMC need to contact helpdesk to extend their registration to e-Tendering process.

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

I. Transfer from R3 (Registered Consultants with BMC) to SRM :

- a) Consultants already registered with BMC 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) BMC authority for Vendor Transfer, transfers the Vendor to SRM Application from R3 system to SRM system.
- d) Transferred Vendor receives User ID creation link on his supplied e-mail ID.
- e) Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.

II. Online Self Registration (Temporary registration for consultants not registered with BMC) :

- a) Vendor fills up Self Registration form via accessing BMC portal.
- b) Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
- c) Accepted Vendor receives User ID creation email with Link on his supplied e-mail Id.
- d) Vendor creates his User ID and Password for e-tendering application.

No manual offers sent by Post/Fax or in person shall be accepted against e-tenders.

Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the bid document as well as confirmation of the bid offered by the consultant, which shall include acceptance of special directions/terms and conditions incorporated, if any.

All the documents and data submitted by consultant online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the consultants willing to participate in e-Tendering to procure digital signature certificate of class-2/class-3 and 'Company' Type.

Digital Signature Certificates: Consultants can procure digital signature certificate from any of the certifying authorities in India.

The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.

In order to participate in an e-Tender, the registered consultants need to follow the steps given below.

- a) Open the e-Tendering application by clicking the link available in 'e-Tendering' section of BMC Portal.
- b) Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Please note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.
- c) Log in to the application with your credentials and follow the instructions given in the document 'User Manual for Vendors–Bidding Process' which is available in the 'e-Procurement' section of BMC Portal.
- d) Make payment of tender fee online and the same can be done by accessing 'Pay Tender Fees' option. By this, one will be able to pay Tender fee through Payment Gateway. If the transaction is successful, the consultant can register his interest to participate. Without Registration one cannot quote for the Bid/Tender. Download all the documents by clicking the links Folder 'BMC Documents', which includes the bid documents along with other relevant information documents.
- e) Pay EMD as per the instructions given in the Bid Document.
- f) Upload the tender (bid) documents as specified in this tender document, in the folder named 'Bidder Documents'. System will prompt for digital signature certificate while uploading these documents.

- g) The consultant shall download the relevant documents where the information is to be filled in, take out the print, fill up the required information and sign, scan the documents and upload the same in the folder named 'Bidder Documents'.
- h) Before Submission, Bidders to verify/ensure that the documents are uploaded properly.
- i) Submit the Commercial bid (Packet C) by filling in the values on the screen. All the inputs given on this screen need to be digitally signed and saved.
- j) Eligibility documents (Packet A), the Technical bid (Packet B) and Commercial bid (Packet C) shall be submitted online on and before the end date and time mentioned for submission. The self-attested physical copy of the digitally signed e-tender submission (of Packet A & B only) shall be submitted within 2 working days during the office hours, from the end date of e-tender submission in the office of Ch.E(MSDP). The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version. Bid creator (BMC) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.
- k) Ensure that your bid is submitted by verifying the 'Bid Status' of the bid in the initial bids listing screen as 'Bid submitted'.

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

In case of any difficulties faced while uploading data by the consultant in online process, it should be referred to the following e-mail ID's

che.msdp@mcgm.gov.in

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

and regularly updating the same with virus signatures, etc. Consultants should scan all the documents before uploading the same.

It is the responsibility of the bidders to maintain their computers, which are used for submitting their bids, free of viruses, all types of malware etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Bidders should scan all the documents before uploading the same.

2. Following documents shall be uploaded by the consultants in the folder named 'Bidder Documents' in the online e-Tender.

I. The **e-Packet 'A'** shall contain the following -

- a) Bidders will have to create their e-wallet for online payment. Tender Security /Earnest Money Deposit (EMD) of Rs. 9,00,000/- to be paid online through BMC's payment gateway. System will generate acknowledgement of the EMD paid from e-wallet of the bidder, the scanned copy of which shall be uploaded in Packet A.
- b) NOT USED
- c) In case of Indian consultants, scanned copy of Goods and Service Tax (GST) Registration Certificate is mandatory. Those not registered shall submit an undertaking to that effect.
- d) In case of Indian consultants, scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- e) Scanned copy of Company Registration Certificate
- f) Scanned copy of latest Partnership Deed, in case of Partnership firms (wherever applicable).
- g) Scanned copy of duly registered Power of Attorney, wherever applicable.
- h) Valid e-Mail ID's of the consultants and name for correspondence.
- i) Scanned copy of ISO-9001 Certification

- j) Documents in support of meeting the eligibility criteria defined in the tender

The department reserves the right to seek clarifications /information /shortfalls from a consultant. If required, the content of the scanned copies of the documents uploaded in Packet 'A' will be compared with the original documents. If any discrepancies are observed such consultants will be disqualified from the bidding process.

Note: - e-Packet B of the tender shall be opened in case the tenderer meets all the requirements specified for e-Packet A

- II. The **e-Packet 'B'** shall contain the copies of following documents –

Complete Technical Proposals- Standard Forms as per Section VI.

The department reserves the rights to seek clarifications /information /shortfalls from a consultant.

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

If required, the content of the scanned copies of the documents uploaded in Packet 'B' will be compared with the original documents. If any discrepancies are observed such consultants will be disqualified from the bidding process.

Note:

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

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

- III. The **e-Packet 'C'**

The Bidder shall submit the Commercial bid (Packet C) online by filling Complete Financial Proposal as follows.

The bidder shall fill ONLINE the total cost of financial proposal as per Form FIN 2: 'Summary of Cost',

whereas breakup of cost as per Form FIN 3: 'Breakdown of Remuneration of Key Staff and Non key staff' and Form FIN-1: 'Financial Proposal Submission shall be submitted in Hard copy at the time of opening of packet C.

Once opening date and time of the e-Packet 'C' is expired, BMC can open the commercial online Bids submitted by the consultants. A bid comparison report would be generated which will give ranking of consultants according to the total cost. The final selection will be as per Least Cost Selection (LCS) Based method.

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

Start Date read as "Sale Date"

End Date read as "Submission Date"

Supplier read as "Contractor/ Consultant/Bidder"

Vendor read as "Contractor/Consultant/Bidder"

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

Percentage Variation read as "Percentage Quoted"

Purchaser read as "Department/BMC"

'MCGM' and 'BMC' are synonymous.

SECTION-III Instruction to Bidder

General

1. These instructions are provided to assist Bidders while preparing their Bids. They shall form part of the contract and they shall be taken into consideration in interpreting or construing the contract.
2. Bidders are requested to read carefully the following directions, the terms and conditions of the contract; addendum, if any and sign the form of Bid, annexure, specifications and Bill of Quantities and Rates, etc. after making appropriate entries, wherever necessary.
3. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
4. **Scope of Consultancy**
The scope of services is detailed in the Terms of Reference and other relevant clauses in the tender document.
5. **Clarifications to the Bidder**
Bidder who submits more than one Bid will cause all the bids of the said Bidders to be rejected.
 - a) Firms with common proprietors/partners connected with one another either financially or as principal agent or as master and servant or with proprietor/partners closely related with each other such as minor son/daughter and minor brother/sister shall not tender separately under different names for the same contract.
 - b) If it is found that firms described vide above clause have tendered and uploaded separately under different names for the same contract, all such tenders shall stand rejected, EMD and tender deposits of such e-tenderers shall be forfeited. Any contract entered into under such conditions will also be liable to be cancelled at any time during its existence and penal action including blacklisting of such firms will be taken.
 - c) The Municipal Commissioner reserve the right to accept or reject any bid or all the bids or annul the bidding process at any time prior to award without assigning any reasons thereby incurring any liability to the affected Bidder or any obligation to inform the Bidder(s) of the ground for corporation's action.

6. Site Visit

In order to obtain first-hand information/opinion on the assignment, the Bidders are advised to visit the site of the Project mentioned in Terms of Reference, before submitting their proposal. Required assistance may be obtained from the office of Chief Engineer (Storm Water Drains), Ground floor, Engineering Hub Building, Dr. E. Moses Road, Near Worli Naka, Worli, Mumbai-400 018 with prior appointment in writing. The visit to site by the Bidder will be at his own risk and costs.

7. Bid Validity Period

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

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

8. Documents comprising of bid

The Bid document comprises the following -

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

9. Earnest Money Deposit (EMD)

a) Bidders are required to pay as part of their proposals, Tender Security /Earnest Money Deposit (EMD) of Rs. 9,00,000/- to be paid online through BMC's payment gateway on or before the end date & time of submission of tender, failing which, the Bid shall be treated as non-submitted. No interest will be paid on EMD.

Bidding firms registered with BMC and those who have paid a Standing Deposit shall also have to pay fresh Tender Security/EMD.

- b) The Employer shall be entitled to draw on the tender security and the Tenderer shall forfeit its tender security if :
- i) A Tenderer withdraws its e-Tender Submission during the period of tender validity set out in ITB7; or
 - ii) A Tenderer fails to accept corrections in accordance with ITB11;
 - iii) The successful Tenderer fails to:
 - (i) Sign the Contract in accordance with ITB 19; or
 - (ii) Furnish the documents, including Performance Bank Guarantee, in accordance with ITB31.

10. Refund of Earnest Money Deposit (EMD)

- a) Bid Security/E.M.D. of successful bidder will be refunded when the bidder has signed the contract agreement and furnished the required Security deposits.
- b) The bid security/EMD of L-2 and other higher bidders (L-3, L-4, etc.) shall be refunded immediately after opening of financial bid.
- c) In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to extend the bid validity period and ready to deposit the requisite amount of bid security / EMD to the department within the stipulated time period i.e. 15 days, the department will process further as per normal procedure
- d) 10% of EMD paid by Bidder shall be forfeited by BMC, if tenderer fails to furnish required information in Packet-B after intimation is given to him for eligibility.
- e) If successful tenderer refuses to accept the work allotted to him, his earnest money deposits will be forfeited. Further, next lowest tenderer in the ranking list of the responsive tenderers may be given chance.

11. Errors and Corrections

- 1) 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 online in e-bid comparison report.
- 2) 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 ITB 11(1) and the Employer shall seek the Tenderer's agreement to the corrected Tender Price.

12. Minimum Qualifying Criteria:

1. Eligibility

- a) The Consultancy firms who are single entities and in existence at least for last 5 years are eligible to bid for this consultancy work. Authorized change in name & style shall be considered. Sole Proprietary firms, Joint Ventures and association of two or more entities are not allowed. The Consultancy firms shall have valid ISO-9001 Certification.
- b) Wholly owned subsidiary of the foreign company is eligible to quote based on the credentials of its parent company/sister concern, if they submit certificate from the parent company/sister concern to that effect.

In case the firm qualifies on the basis of credentials of the Parent Company / Sister concern, then the contract with BMC is to be signed as per the following:

- by both subsidiary and the Parent Company (if the bidder qualifies on the basis of Parent Company)
 - by subsidiary, sister concern and parent company (if the bidder qualifies on the basis of sister concern).
- c) The Consultancy firm must not have been blacklisted or debarred or suspended (either as single entity or as partner of JV) by any Govt. /Semi govt. Authority, Funding Agencies like World Bank/ADB/ JICA, etc. at the time of submission. The consultancy firm is not allowed to use the project reference of any entity which has been debarred or blacklisted. The Consultancy firms to which Notice of Blacklisting/ Poor Performance is issued are also not eligible to participate in this tender.
 - d) The firm will be excluded from selection process, if it is debarred /blacklisted at the time of submission of bid. Suppression of any information or material by the Bidder regarding the Debarment, details of Litigation history, blacklisting of the consultant, misrepresentation or omission of any other material fact in order to influence a selection process would be construed as a fundamental breach and will lead to the disqualification of the Bidder or the termination of its Contract without any further correspondence and may lead to debarment or blacklisting.
 - e) A consistent history of litigations/awards against the Bidder will result in rejection of the bid. Suppression of any information or material in this regard would be construed as a fundamental breach and BMC reserves its right to take appropriate action including cancellation of the bid, forfeiting of bid security etc., as may be deemed fit by BMC at any time without requiring to give any notice to the applicant in this regard.
 - f) The bidding consulting firm should have been registered (Registrar of Firms/Company of Consulting engineers /Govt. /Govt. Undertaking) under

same name & style for atleast 5 years. (Authorized change in name & style shall be considered).

- g) The consulting firm must have valid ISO 9001 certification prior to submission of bid.
- h) The consulting firm shall have the required experience as required under eligibility criteria.
- i) Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the BMC, which may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- j) No Bidder shall be affiliated with a firm or entity that is involved with the tendering process for the referred works.
- k) The consulting firm shall be in position to provide at least the staff as mentioned under the 'Personnel capabilities'. The staff shall be either in employment of the firm or shall have the consent letter from the prospective staff to accept employment from the consulting firm during the contract period and availability during the contract period including extended period. The consent letter shall have obtained prior to submission of bid.
- l) The tender documents are not transferable. Only those Bidders who have purchased the tender documents are eligible to submit their bid.
- m) The firm shall enclose to their technical offer, the relevant copies of experience certificate signed by officer not below the rank of Executive Engineer/ Superintendent Engineer or authorized signatory. In case of international experience, self-attested copies of work completion certificate shall be enclosed.

2. **Technical & Financial capabilities**

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

I **Technical Capabilities**

The consultancy firm, as a single entity or as a Joint Venture Partner (with minimum 30% shareholding in JV)/ Consortium/ Associated Partner must have carried out feasibility study and preparation of Master Plan/DPR for Storm Water Drain systems / Sewerage system along with preparation of estimates and tender documents for the works suggested.

The Consultancy firm must have carried out within last 7 years, as

consultant, the work of feasibility study / DPR / preparation of Master Plan for Storm Water Drain systems / Sewerage system alongwith preparation of estimates and tender documents

One work of value not less than 4.0 crores; OR

Two works of value not less than 2.5 crores each; OR

Three works of value not less than 2.0 crores each.

AND

T-2. The Consultancy firm must have carried out within last 7 years, as consultant, the work of feasibility study / DPR / preparation of Master Plan for Storm Water Drain systems / Sewerage system alongwith preparation of estimates and tender documents

One work for city / town having design population not less than 3 Million; OR

Two works for cities / towns having design population not less than 2 Million each; OR

Three works for cities / towns having design population not less than 1.5 million each.

Note:- Updating of value of work to the price level of the tender year shall be done at the rate of 10% per year compounded annually as follows :

FY 2021-2022 : 1.00	FY 2020-2021 : 1.10
FY 2019-2020 : 1.21	FY 2018-2019 : 1.33
FY 2017-2018 : 1.46	

II Financial Capabilities

Average annual turnover of consultancy firm shall be minimum 30 Crore in the last five (5) financial years. i.e. for year 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.

The bidder shall upload copies of financial documents (Audited balance sheets and certificate from the Statutory Auditor) for last five (5) financial years (i.e. for year 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).

Note:- Updation of annual turnover to the price level of the tender year shall be done at the rate of 10% per year compounded annually as

follows :

FY 2021-2022 : 1.00
FY 2019-2020 : 1.21
FY 2017-2018 : 1.46

FY 2020-2021 : 1.10
FY 2018-2019 : 1.33

The bids shall be evaluated on Least Cost Selection (LCS) Basis.

The Consultants who do not fulfill these criteria shall be disqualified and their Packet C shall not be opened. Similarly, Packet C of the consultants who fail to score a minimum of 70 marks in technical evaluation i.e. as described in clause 23: Evaluation of Bids (Packet B) of ITB, shall be disqualified and their Packet C shall not be opened.

3. Personnel Capabilities

Consultants shall upload general information on the management structure of the firm and shall deploy qualified personnel to fill the key positions for entire effective contract period of 6 months so as to execute the work of the said project in a time bound manner.

Sr. No.	Position	Professional Qualification	Experience Requirement	Qty. (No. of persons)	Total Man months
Key Staff					
1	Project Manager	Degree in Civil Engineering and Post Graduate in Environmental Engineering	Total professional experience of atleast 15 years Relevant experience of atleast 10 years as a Project Manager on projects involving preparation of Detail Project Report for Dry Weather Flow Diversion/ Abatement of pollution of Water Bodies/ Works of Storm Water Drain System / Works of Sewage Treatment Plant	1	6
2	Sr. Project Engineer	Degree in Civil Engineering	Total professional experience of atleast 10 years	3	18

			Relevant experience of at least 07 years as a Project Manager on projects involving preparation of Detail Project Report for Dry Weather Flow Diversion/ Abatement of pollution of Water Bodies/ Works of Storm Water Drain System / Works of Sewage Treatment Plant		
3	Sewerage Expert	Graduate in Civil Engineering/Environmental Engineering	Total professional experience of at least 10 years Relevant experience of at least 7 years experience in planning and designing of sewerage /Storm Water /Water works	2	12
4	Survey/ GIS Expert	Graduate in Civil Engineering OR Postgraduate qualification in Geoinformatics	05 Year's experience in GIS/ Topo surveys covering cross country pipelines, land surveys	3	18
5	Hydraulic Modeller/ Expert	Graduate in Civil Engineering with additional qualification in hydraulic modelling	Total professional experience of at least 8 years Relevant experience of at least 5 years shall be in modelling of water supply/ Sewerage/Storm water network	2	12
6	Process Expert	Degree in Civil/Chemical Engineering or Bachelor of science with Post Graduate in Environmental science	Total professional experience of at least 15 years Relevant experience of at least 10 years on the works including Dry Weather Flow Diversion/ Abatement of pollution of Water Bodies/Treatment works of Storm Water/ Sewage for city/town of population of at least 2 million.	2	12
7	Contract Expert	Degree in Civil Engineering with additional training/ qualification in contract management/ law	Total professional experience of at least 15 years . Relevant experience of at least 10 years of preparation of bid documents related to World Bank / JICA / ADB aided projects and FIDIC and should have prepared bid document	1	6

Non Key Staff					
8	Structural Expert	Degree in Civil Engineering and Post Graduate in Structural Engineering.	Total professional experience of at least 12 years	1	6
			Relevant experience of atleast 6 years in designing, constructing Water/ Waste Water Treatment Plants/ I&Ds/ Hydraulic/ Water Retaining Structures		
9	Mechanical Expert	Graduate in Mechanical Engineering	Total professional experience of at least 10 years	1	5
			Relevant experience of at least 5 years in installation, testing of Mechanical Equipment of Waste Water Treatment plants / Water Treatment Plants.		
10	Electrical Expert	Graduate in Electrical Engineering	Total professional experience of at least 10 years	1	5
			Relevant experience of at least 5 years in installation, testing of Electrical Equipment of Waste Water Treatment Plants / Water Treatment Plants.		
11	Costing Engineer/ Quantity Surveyor	Degree/Diploma in Civil Engineering	Total professional experience of at least 10 years	3	15
			Relevant experience of at least 5 years of preparation of cost estimates		
12	DWF quality report expert	Graduate in Civil/Environmental/Chemical Engineering or post-graduation in microbiology	Total professional experience of at least 10 years and relevant experience of 5 years	3	18
13	CAD Operator	ITI in drafting	Total professional experience of at least 8 years and relevant experience of 5 years	3	18
14	Site Engineer	Degree/Diploma in Civil Engineering	Total professional experience of at least 5 years and relevant supervisory experience of site survey	6	36

NOTE :

- Age of key Staff (Sr. No. 1-7) described above should not be more than 65 years.
- It is mandatory to give date of birth & nationality of each personnel.

- **For equivalent degrees other than B.E./B.Tech., it will be the responsibility of the Consultant to confirm that the said degree is equivalent to the required professional qualification by way of undertaking of the individual person. Project Manager should be on pay-roll of the Consultancy firm for the last one (1) year. The proof to this effect shall be submitted along with the bid. If this condition is not met, then the bid shall be rejected outright.**
- The consultant should provide atleast minimum of the above indicative man-months in their technical and financial proposal. If consultant has provided man-months lesser than the above indicative man-months, the proposal will be rejected at any stage of evaluation. However, consultant is free to provide additional man-months if needed.
- The Professional qualification and Experience requirement mentioned are indicative and decision in this regard will be at discretion of Chief Engineer (MSDP) during scrutiny.

Pre bid Meeting

Pre bid Meeting will take place at the address and time mentioned in e-Tender Notice.

Office of the Chief Engineer (MSDP),
2nd floor, Engineering Hub Building,
Dr. E. Moses Road, Near Worli Naka,
Worli, Mumbai-400 018

Bidders are requested to submit any queries related to the proposal under reference, so as to reach BMC preferably atleast 1 day prior to the pre-proposal meeting. Additional queries, if any, raised during the meeting, will also be considered and the minutes of the meeting including the text of the questions raised and BMC response will be transmitted to all prospective firms in the form of addendum. No queries will be entertained after the pre-proposal meeting. Bidders shall submit their queries in 2 format i.e. pdf as well as editable excel format on the following e-mail id :

che.msdp@mcgm.gov.in

The format of the queries shall be as follows:

Sr. No.	Reference Clause/Page Reference	Description in the Tender	Query Description

13. Preparation of Bids

General

- A. In preparing the Proposal, the Consultant is expected to examine the bids in detail. Material deficiencies in providing the information requested in the bid may result in rejection of the Proposal.
- B. Queries relevant to the bid documents shall be addressed to Chief Engineer, preferably at least 1 day prior to the pre-proposal meeting.
- C. BMC will respond to any such request for clarifications, which are received in stipulated time. The response however, will be in the form of written communication.
- D. The Consultant shall bear all costs associated with the preparation and submission of its Proposal. The client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- E. The Consultant shall not add to or amend the text of the Bid Document except in so far as may be necessary to comply with the addendum issued by the Corporation. If it is found that the Consultant has violated this condition, his bid is liable to be rejected.

14. Language of Bid

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

15. Format of the Bid

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

Packet A (Eligibility) :

1. Bidders will have to create their e-wallet for online payment. Tender Security /Earnest Money Deposit (EMD) of Rs. 9,00,000/- to be paid online through BMC's payment gateway. System will generate acknowledgement of this E.M.D. amount paid online through payment gateway from e-wallet of the bidder, the scanned copy of which shall be uploaded in Packet 'A'
2. NOT USED
3. In case of Indian consultants, scanned copy of Goods and Service Tax Registration Certificate is mandatory. Those not registered shall submit an undertaking to that effect.

4. In case of Indian consultants, scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
 5. Scanned copy of Company Registration Certificate
 6. Scanned copy of latest Partnership Deed, in case of Partnership firms. (wherever applicable)
 7. Scanned copy of duly registered Power of Attorney, wherever applicable.
 8. Valid e-Mail ID's of the consultants and name of the person for correspondence.
 9. Scanned copy of ISO-9001 Certification
 10. Documents in support of meeting the eligibility criteria defined in the tender
- The department reserves the right to seek clarifications /information /shortfalls from a Consultant. If required, the content of the scanned copies of the documents uploaded in Packet 'A' will be compared with the original documents. If any discrepancies are observed such consultants will be disqualified from the bidding process.

Note:- e-Packet B of the tender shall be opened in case the tenderer meets all the requirements specified for e-Packet A

Packet B (Technical bid)

The bidder shall submit complete Technical proposal in Packet B. The department reserves the rights to seek clarifications /information /shortfalls from a consultant.

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

If required, the content of the scanned copies of the documents uploaded in Packet 'B' will be compared with the original documents. If any discrepancies are observed such consultants will be disqualified from the bidding process.

Note :

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

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

Packet C (Commercial bid)

The Bidder shall submit the Commercial bid (Packet C) online by filling Complete Financial Proposal as follows.

The bidder shall fill ONLINE the total cost of financial proposal as per Form FIN 2 : 'Summary of Cost',

whereas breakup of cost as per Form FIN 3 : 'Breakdown of Remuneration of Key Staff and Support Staff' and form FIN:1 Financial proposal submission form shall be submitted in Hard copy at the time of opening of packet-C.

16. Conditional Proposals by Bidder

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

17. Amendment of contents of proposal

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

18. Rates and Prices

The Consultant shall quote the price online in Commercial bid (Packet C) only as illustrated in form FIN-2. The rate shall invariably include the cost of the

work arising out of scope of the work mentioned in the Terms of References (TOR). The prices quoted shall be firm.

The tender shall be for the whole work as described in Terms of Reference attached hereto based on the Key Staff man-months and other cost quoted by the consultant.

The bid prices shall be inclusive of all applicable taxes & duties in force. .However, as per the GST notification No.9/2017 and No.12/2017 both dated 28.06.2017, the work of consultancy falls under Twelfth Schedule of Article 243(w) of the Constitution, which is a 'pure service' and hence is exempted from GST. The Goods and Service tax shall be reimbursed at actuals, if applicable in future as per Govt. notifications.

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

19. Signing of Bid Document

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

Successful Bidder shall be required to execute the contract within one month of receipt of intimation to execute the contract failing which a penalty of Rs.5000/- per day will be levied.

20. Modification of Documents

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

21. Submission of Bids

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

22. Opening of bid

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

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

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

The original documents shall be produced for verification within **Seven (7) working days** from the date of intimation, failing which the offer of the respective Bidder may be treated as non-responsive and 10% amount of EMD paid by tenderer will be forfeited.

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

Only the Bidders who qualify in Packet 'A' and Packet 'B' and with technical score with minimum of 70 marks will be considered as responsive for opening financial bid i.e. Packet 'C'.

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

23. Evaluation of the Bids (Packet B)

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

The bids shall be evaluated on 'Least Cost Selection (LCS)' based method as per the scheme of marks given in the e-Tender. Minimum marks for the qualifying technical criteria shall be 70 out of 100 and commercial bid (Packet C) of only qualifying Bidders shall be opened.

The general scheme for evaluation is given in table below

Table A: Overall Marking Criteria:

Item	Description	Maximum Marks
	Technical Evaluation including firm capabilities	
1	Financial capabilities and Technical capabilities (as per Table B below)	50
2	Qualification and Experience of Staff (as per table C below)	40
3	Permanency of Staff (as per table D below)	10
	Total :	100

Table B: Financial and Technical capabilities of bidders:

Sr. No.	Bidders Capabilities	Parameter	Criteria	Marks	Max. Marks
I Financial Capabilities					
1	Average annual turnover of consultancy firm shall be minimum 30 Crore in the last five (5) financial years. i.e. for year 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.	Above 50 Crores	Minimum 30 crores	10	10
		30 - 50 Crores		8	
II Technical Capabilities					
	The consultancy firm, as a single entity or as a Joint Venture Partner (with minimum 30% shareholding in JV)/ Consortium/ Associated Partner must have carried out feasibility study and preparation of Master Plan/DPR for Storm Water Drain systems / Sewerage system along with preparation of estimates and tender documents for the works suggested, within last 7 years.	Two additional works of value not less than 2.0 crores over and above that mentioned in the PQC.		20	20
		One additional work of value not less than 2.0 crores over and above that mentioned in the PQC.		18	
		Three works of value not less than 2.0 crores each OR Two works of value not less than 2.5 crores		15	

		each OR One work of value not less than 4.0 crores		
	T-2. The consultancy firm, as a single entity or as a Joint Venture Partner (with minimum 30% shareholding in JV)/ Consortium/ Associated Partner must have carried out feasibility study and preparation of Master Plan/DPR for Storm Water Drain systems / Sewerage system along with preparation of estimates and tender documents for the works suggested, within last 7 years.	Two additional works covering population not less than 1.5 Million over and above that mentioned in the PQC.	20	20
		One additional work covering population not less than 1.5 Million over and above that mentioned in the PQC.	18	
		Three works covering population not less than 1.5 Million each. OR Two works covering population not less than 2 Million each; OR One work covering population not less than 3 Million;	15	

Table C: Key Persons as specified –

Sr. No	Position	Total Marks
Key Staff		
1	Project Manager	5
2	Sr. Project Engineer-3Nos.	6
3	Sewerage Expert-2Nos.	3
4	Survey/ GIS Expert- 3Nos.	4.5
5	Hydraulic Modeller/ Expert-2Nos.	3
6	Process Expert-2Nos.	3
7	Contract Expert	2

Non-Key Staff		
8	Structural Expert	1
9	Mechanical Expert	2
10	Electrical Expert	2
11	Costing Engineer/ Quantity Surveyor-3Nos.	3
12	DWF Quality Report Expert	1
13	CAD Operator-3Nos.	1.5
14	Site Engineer-6Nos.	3
	Total	40

Criteria for marking professional staff

Sr. No	Description	Percentage
1	Academic qualifications	40
2	Experience: Level & duration of relevant experience	60

Table D : Permanency of Staff (On pay-roll for atleast one (1) year)

Sr. No.	Criteria	Marks	Max. Marks
1	Project Manager + Three (3) additional Permanent key staff	10	10
2	Project Manager + Two (2) additional Permanent key staff	9	
3	Project Manager + One (1) additional Permanent key staff	8	
4	Project Manager	7	

Note:-

- All above Key Staff shall be conversant with English language.
- The Bidders should upload general information on the Organizational set up of the firm to allow the Employer to review their proposals.
- Total professional experience will start from date of graduation/Diploma (first degree).
- Relevant experience is the experience in the field as stated against each personnel.
- If the person does not have professional qualification as stated in table under Clause 12(3)-Personnel Capabilities in Section III, then its relevant & adequate experience will not be taken into consideration.
- Project Manager should be on pay-roll of the Consultancy firm for the last one (1) year. The proof to this effect shall be submitted along with the bid. If this condition is not met, then the bid shall be rejected outright.

- g) If the staff is permanent, then for the Indian staff, Form 16 of the permanent employee and for foreign staff, the certificate from HR head of the company is mandatory.

24. Post Bid Correspondence

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

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

25. Date of opening and evaluation of financial bids (Packet C)

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

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

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

26. Rejection of Bid

The bid is liable to be rejected, if the Bidder

- a) Does not submit the proofs of qualification criteria.
- b) Stipulates the validity period less than what is in the bid;
- c) Stipulates his own conditions;
- d) Does not disclose his full name and address with telephone no. and also the full names and addresses with telephone nos. of all his partners in the case of partnership concern.
- e) Does not fill in and sign the Complete Financial Proposal & their Contents as per Section-VII as well as the Schedule of Quantities & Rates, terms of reference, etc.
- f) Does not submit the E.M.D. as per clause 9 of Instruction to Bidder.
- g) Does not submit the bid before the stipulated time on the specified date.

h) If the bid is filled up partially in splitter manner, it will be treated as non-responsive.

27. Payment Terms

The terms of payment are mentioned in Section –IV : ‘General Conditions of Contract’ and Section – V : ‘Terms of Reference’. The Corporation shall not under any circumstances relax the terms of payment and will not consider any alternative terms of payment. Bidders should therefore, in their own interest, note this provision, to avoid rejection of their bids. Currency of Payment shall be Indian Rupees only.

28. Award of Contract

The Contract will be awarded to the technically qualified and responsive Bidder on LCS basis in conformity with the Terms of References subject to the provisions of 22 to 26 above. (Evaluation of Bids).

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

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

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

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

In the event of Bid being accepted, they must be signed by all the members of the firm. If any one or more partners are absent, the signatory must produce a power of attorney authorizing him to sign on behalf of all absent partners.

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

Successful Bidder shall be required to execute the contract within one month of receipt of intimation to execute the contract failing which a penalty of Rs.5000/- per day will be levied.

29. Tendering under different names:

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

30. Stamp Duty, Legal Charges, Bill Forms.

The payments towards legal charges, stamp duty as applicable (on contract agreement & bank guarantees), supply of bill forms as per the prevailing rates shall be borne by successful Bidder. At present the legal & stationary charges are as Rs.28,220/-

31. Performance Security

Within 30 days from the receipt of notification of award from BMC, the successful Bidder shall furnish a performance security amounting to 3% (Three percent) of contract cost in the form of Bank Guarantee (as per attached format of Appendix-B) from any of the banks from the list enclosed below. The notification of award will constitute formation of consultancy agreement and within 30 days from receipt of the agreement form, the successful bidder shall execute the agreement and return the same to BMC. This BG shall be valid till contract period. For every extension of B.G. the stamp duty will be applicable as per rate prevailing at that time.

The bank guarantee can be paid through online facility i.e. SFMS mode used in banking system. Details of BMC Bank are as follows:

Bank Name: STATE BANK OF INDIA,
Main Branch, Hornimann Circle,
Mumbai Samachar Marg,
Fort, Mumbai - 400023
Name of Account Holder : Municipal Corporation of Greater Mumbai
Water and Sewage Fund
Account No.: 10996680907
IFSC Code: SBIN0000300

All the Bank Guarantees (BG) including extensions of BGs will attract stamp duty as per Stamp Act. All processing charges for online bank guarantee along with stamp duty shall be borne by the tenderer.

32. List of Approved Banks

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

S.B.I. & its subsidiary banks: State Bank of India Deleted. State Bank of Hyderabad State Bank of Mysore	State Bank of Patiala State Bank of Saurashtra State Bank of Travankore State Bank of Indore
Nationalized Banks Canara Bank Andhra Bank Bank of Baroda Bank of India	Oriental Bank of Commerce Punjab National Bank Punjab & Sind Bank Syndicate Bank Union Bank of India

Bank of Maharashtra Central Bank of India Dena Bank Indian Bank Indian Overseas Bank	Vijaya Bank UCO Bank United Bank of India Corporation Bank Alahabad Bank
Scheduled Commercial Banks: Corporation Bank Bank of Madura Ltd. Bank of Rajasthan Ltd. Banaras State Bank Ltd. Bharat Overseas Bank Ltd. Catholic Syrian Bank Ltd. City Union Bank Ltd. Development Credit Bank Dhanalakshmi Bank Ltd. Federal Bank Ltd. Indusind Bank Ltd. I.C.I.C.I. Banking Corporation L t d . Kotak Mahindra Bank.	Jammu and Kashmir Bank Ltd. Karnataka Bank Ltd. Karur Vysya Bank Ltd. Lakshmi Vilas Bank Ltd. Nedungadi Bank Ltd. Ratnakar Bank Ltd. HDFC Bank. South Indian Bank Ltd. S.B.I. Commercial & Int. Bank Ltd. Tamilnadu Mercantile Bank Axis Bank Ltd. Vysya Bank Ltd.
Scheduled Urban Co. Op. Banks. Abhyudaya Co. Op. Bank Ltd. Bassein Catholic Co. Op. Bank Ltd. Bharat Co. Op. Bank Ltd Bombay Mercantile Co. Op. Bank Ltd Cosmos Co. Op. Bank Ltd Greater Mumbai Co. Op. Bank Ltd Maharashtra State Co. Op. Bank Ltd Mumbai District Central Co. Op. Bank Ltd. Janata Sahakari Bank Ltd.	Thane Janata Sahakari Bank. North Canara G.S.B. Co. Op. Bank Ltd. Rupee Co. Op. Bank Ltd. Sangli Urban Co. Op. Bank Ltd. Saraswat Co.Op. Bank Ltd. Shamrao Vithal Co. Op. Bank Ltd. Citizen Co. Op. Bank Ltd. Mahanagar Co. Op. Bank Ltd. Punjab & Maharashtra Co. Op. Bank Ltd. Jan Kalyan Sahakari Bank YES Bank Ltd.
Foreign Banks Deleted. American Express Bank Ltd. ANZ Grindlays Bank Bank of America. Bank of Tokyo Ltd. Bank Indosuez	Barclays Bank Citibank Mitsui Taiyokobe Bank Ltd. Standard Chartered Bank Cho Hung Bank Hong Kong & Shanghai Banking Corporation. Royal Bank of Scotland Bank National de Paris.

33. Refund of Performance Guarantee

The original Performance B.G. shall be returned to the consultant without any interest after completion of contract.

34. Jurisdiction of Courts

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

35. Import License

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

36. Payment of Bills & other claims

The payment of bills and other claims arising out of the contract will be made by ECS/RTGS/NEFT. The successful Bidder, therefore, will have to furnish the information as regards the Vendor No. registered with B.M.C. Vendor No. can be obtained by paying the requisite fees and giving necessary information such as PAN Card, Bank Details, Goods and Service Tax Registration, etc. in the prescribed form available with B.M.C.

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

Daily attendance report and worksheet report of Key staff as well as non-key staff shall be submitted to B.M.C. along with monthly bill. Consultants shall have weekly off on Sundays and leave on national holidays.

All the leaves shall be applicable as per the Consultancy Company Rules. For key staff, any leave other than weekly off shall be availed with prior approval of Ch.E.(MSDP).

37. Indian Laws and Indian Environment

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

38. Price Adjustment

Not Applicable

39. Fraudulent and Corrupt Practices

The Employer requires that Bidders 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.

SECTION-IV General Conditions of Contract

General Conditions of Contract

1. General Provisions

1.1 Definitions

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

- a) 'Applicable Law' means the laws and any other instruments having the force of law in the Employer's country (In India), as they may be issued and in force from time to time.
- b) 'Contract' means the legally binding written agreement signed between BMC and the Consultant. The issue of Letter of Acceptance (LOA) will constitute the formation of the Contract
- c) 'Effective Date' means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof.
- d) GCC means the General condition of contract
- e) 'Government' means the State and/or Central Government of the Employer's country.
- f) 'Party' means the BMC or the Consultant, as the case maybe.
- g) 'Services' means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Terms of Reference.
- h) 'Sub-Consultant' means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 3.7 hereinafter.
- i) 'Third Party' means any person or entity other than the Government, the B.M.C., the Consultant or a Sub-Consultant.
- j) 'BMC'/'B.M.C.' means and includes BrihanMumbai Municipal Corporation/ Municipal Commissioner for BrihanMumbai Municipal Corporation for the time being holding the office and also his successors, Additional Municipal Commissioner (P)/ Deputy Municipal Commissioner (Special Engineering), Chief Engineer (MSDP) and /or their appointed officers for performance of the contract.
- k) 'Employer /Client' means B.M.C. (BrihanMumbai Municipal Corporation).
- l) 'Site' means land or other places where the works are to be executed or other working places as may be specifically designated by BMC.
- m) 'Drawings' means, drawing referred to in the specification and /or any modifications to the drawings, approved by B.M.C.

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

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Headings

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

1.5 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the

communication is addressed, or when sent by registered mail to such Party. Client's address for such communication is as below:

Office of Chief Engineer (MSDP),
2nd floor, Engineering Hub Building,
Dr. E. Moses Road, Near Worli Naka,
Worli, Mumbai-400 018
Email: che.msdp@mcgm.gov.in

1.6 Location

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

1.7 Authorized Representatives

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

- a) On behalf of B.M.C. by Chief Engineer
- b) On behalf of the Consultant(s) by his/their designated representative.

1.8 Income Tax

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

The Contract price is deemed to have included such amounts.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made. This contract shall expire at the end of contract period unless extended expressly by both the parties in writing. In case the services have been rendered to mutual satisfaction by both the parties and necessary payments are made, the contract shall automatically expire even if the contract period is not over.

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

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

- ii. avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder;

2.5.2 No Breach of Contract

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

2.5.3 Measures to be Taken

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

2.5.4 Extension of Time

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

2.5.5 Consultation

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

2.6 Suspension

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

2.6.1 Step-in Rights

In event if the Employer is not satisfied with the performance of consultancy during execution of whole of the work or part thereof then Employer may at any time shall take over the responsibility for the Consultancy by issuing 15 days' prior notice to the Consultant as per the Clause no. 2.7.1 and shall assign the said work to any other consultants or may carry out the said work with the employees of Employer.

Under such event Employer shall not pay the balance amount if any to the consultants and the consultant shall not be allowed to participate in any of the work within B.M.C. for atleast 3 years

2.7 Termination

2.7.1 By B.M.C.

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

- a) if the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c) if the Consultant fail to comply with any final decision reached as a result of amicable settlement pursuant to Clause 9.1 hereof.
- d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false.
- e) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days or
- f) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- g) if the Consultant does not perform its duty as per the terms of reference and does not deploy the necessary personnel as per terms of reference

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

2.7.2 By the Consultant

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

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

2.7.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2 hereof, the BMC shall make the payments to the Consultant for Services satisfactorily performed prior to the effective date of termination.

3. Obligations of The Consultant

3.1 General

3.1.1 Standard of Performance

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

all times support and safeguard the B.M.C.'s legitimate interests in any dealings with Sub-Consultant or Third Parties.

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

3.2.1 Bidder not to benefit from Commissions, Discounts etc.

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

3.2.2 Consultant and Affiliates Not to be otherwise interested in Project.

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

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

The Consultant, their Sub- Consultant and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or otherwise without prior written consent of the B.M.C.

3.4 Liability of the Consultant

The Consultant shall be liable to B.M.C. for the performance of the Services in accordance with the provisions of this contract and for any loss suffered by the Client because of a gross negligence or willful conduct on the part of the Consultant in such performance, limited to the contract price and subject to the following.

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

3.5 Indemnification of the Client by the Consultant

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

3.6 Insurance to be Taken Out by the Consultant

The Consultant shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at their (or the Sub- Consultant, as the case may be) own cost but on terms and conditions approved by the B.M.C., insurance, set forth below, and at the B.M.C.'s request, shall provide evidence that such insurance has been taken out and maintained and that the current premiums have been paid. All insurances for the Works shall be taken from the Directorate of Insurance Maharashtra State / Insurance Regulatory Development Authority of India (IRDA) and in the event that insurance cover is not offered by the Directorate of Insurance, the same can be taken out from an insurance company approved by the Maharashtra State Insurance Fund / IRDA.

3.6.1 Professional Liability Insurance

Professional liability insurance, with a minimum coverage equal to the Contract price. Professional liability insurance shall cover the claims arising

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

3.6.2 Third Party Insurance

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

3.7 Consultant's Actions Requiring B.M.C.'s Prior Approval

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

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

3.8 Reporting Obligations

The Consultant shall submit 4 copies of monthly progress reports to B.M.C., the format for which shall be given by B.M.C.

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

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

3.10 Drawings

The Consultant shall supply 4 hard copies and one copy in a CD in AutoCAD format to BMC for each of all Approved construction drawings including revisions thereto, in addition to providing RTFs of the final as built drawings along with 4 hard copies and one copy in a CD in AutoCAD format of each of the drawings.

4. Consultant Personnel

4.1 General

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

4.2 Description of Personnel

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

4.3 Agreed Personnel

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

If works at site get delayed or extended, the consultancy period shall be extended suitably. Consultants are at liberty to withdraw its staff from sites

during such idle period/s in consultation with B.M.C. The consultancy work is on delivery basis without any cost implication to B.M.C.

4.4 Removals and/or Replacement of Personnel

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

The removal and /or replacement under (a) & (b) above shall have no cost implications on B.M.C. and the consultant shall be vicariously responsible.

Note: Replacement in agreed key staff, for the first instance, will be permitted without imposition of any penalty. Any change in key staff thereafter will attract a penalty of Rs.1,00,000/- each per occurrence

This penalty is however, not applicable in the event of retirement, medical incapacity and death of the personnel, subject to documentary evidence in that respect.

However, the bidder has to replace the key staff with equivalent or better qualification and experience. The decision for replacement shall be with the prior approval of the Employer

5. Obligations of The Client

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract

shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be as applicable.

5.3 Payment

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

5.4 Office for Consultant

The consultant shall have their own office set up in the Mumbai/Thane/Navi Mumbai/Mira Bhayandar Municipal Corporation limits. The office shall be fully furnished, Air Conditioned and equipped with required facilities including computer systems, internet facility, printers, plotters, necessary software's etc. to undertake and complete the assignment described in the terms of reference within the stipulated time period. The consultants shall use his office and back-office staff for completion of the entire scope of consultancy works.

6. Payments to the Consultant

An all-inclusive cost of all services shall be payable in Indian Rupees. The modalities of making payments are set forth in Terms of Reference.

7. Fairness and Good Faith

7.1 Good Faith

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

7.2 Operation of the Contract

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

7.3 GST

GST is a destination-based tax on consumption of goods and services. Any pure service, as defined under the CGST Act rendered to B.M.C. in relation to

any activity and entrusted under Article 243 (w) of the Constitution is exempt from GST.

7.4 Other Taxes

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

8. Compensation for Delay

If the Consultant fails to render timely services on or before the specified deadline (as mutually agreed by both parties) and such delay is solely attributable to the Consultant, without prejudice to any other right or remedy of B.M.C. on account of such delay, the Consultant shall pay compensation at the rate of $\frac{1}{4}$ percent per month or part thereof of total fees for that specified activity. Provided always that total amount of such compensation shall not exceed 10% of contract price including any additions and/or deletions thereto. Any period within which a Consultant shall complete any action or task shall be extended for a period equal to the time during which Consultant was unable to perform such action as a result of delays caused by others then the Consultants will be compensated to the tune of monthly charges on man-month basis.

9. Settlement of Disputes

9.1 Amicable Settlement

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

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be, 1996referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules"), which rules are deemed to be incorporated by reference in this clause. The seat of arbitration shall be Mumbai. The Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The law of this arbitration agreement shall be laws of India. The law governing the contract shall be laws of India.The decision of the sole arbitrator will be final and binding on both the Parties.The arbitration proceedings shall be in accordance with the latest amendment of Indian Arbitration & Conciliation Act.

10. Provisional Sum

Not Used.

11. Interest on Delayed Payment

If the employer has delayed the payment beyond 45 days after submission of the correct invoice, then employer will pay to the consultant the simple interest @ 8% per annum.

12. Price adjustment / Escalation

Not Applicable

SECTION-V Terms of Reference

TERMS OF REFERENCE

Sub : Consultancy services for comprehensive study of SWD outfalls discharging into sea, creek & rivers and suggest short term measures to mitigate the pollution into the water bodies.

1. INTRODUCTION

The Brihanmumbai Municipal Corporation (BMC) is the governing civic body of Mumbai, established under the Bombay Municipal Corporation Act, 1888. Total area of Mumbai is 437 Sq.Km. For administration purpose, total area of Mumbai divided into 3 parts, i.e. Mumbai City (called as island city), Western Suburbs and Eastern suburbs, which are further divided into wards. There are 24 administrative wards as per the following details.

Sr. No.	Parts of Mumbai	Wards	No. of wards
1	City	A, B, C, D, E, F/South, F/North, G/South, G/North	9
2	Western Suburbs	H/East, H/West, K/East, K/West, P/South, P/North, R/South, R/Central and R/North	9
3	Eastern Suburbs	L, M/East, M/West, N, S and T	6
		Total	24

Mumbai receives average 2000 mm rainfall during monsoon period of 4 months (i.e. June, July, August and September). Storm Water Drains network of Mumbai comprises of enclosed pipe drains, dhapa drains, box drains, arch drains, minor nallas, major nallas, road side open drains, etc. Storm Water flowing on the roads is collected through storm water entrances/road side open drains/storm water nallas and ultimately flows into the adjacent sea/creek/rivers. The storm water drains/nallas which are meant for conveying storm water during monsoon period carry dry weather flow through unauthorized connections/dumping from the adjacent slums/localities, establishments. The dry weather flow in drains/nallas contains polluted water mixed with sullage, sewage, floating matters, grit, plastics waste, industrial waste, etc. and thereby pollute the water bodies to which it ultimately discharge to.

The proposed consultancy services are aimed at comprehensive study of the storm water drains outfalls (i.e. enclosed pipe drains, dhapa drains, box drains, nallas, etc.) discharging into sea, creek and rivers and suggest short term measures of in-situ treatment of DWF at SWD Outfalls using bioremediation/phytoremediation and any other suitable method so as to treat the storm water at all the outlets before discharging into the water bodies.

2 OBJECTIVES:

The objective of hiring the Consulting Services is to carry out comprehensive study of the storm water drain outfalls discharging dry weather flow into the sea, creek and rivers and suggest suitable short term measures for in-situ treatment of dry weather flows in storm water drains/nalla at all outfalls such as bioremediation / phytoremediation or any other suitable method, temporary diversion arrangements of DWF into the existing sewer network, etc. to abate pollution of water bodies, prepare feasibility report, Detail Project Report (DPR) including detailed estimates for the short term works suggested and prepare tender documents.

3. SOURCES OF POLLUTION:

As per the records available with the Storm Water Drains Department of the BMC, there are 185 drains / outfalls which directly discharge the dry weather flow in to the adjacent Sea / Creek and 42 drains / outfalls discharging into the Rivers, namely Mithi river, Dahisar river, Poisar river, Oshivara/Walbhat river. These are the major sources of pollution of the water bodies in Mumbai.

The consultant's scope of work includes verification of all the known and unidentified outfalls at site through physical survey and map all the storm water drain outfalls discharging into sea/creek/rivers. As the permanent solution of diversion of dry weather flow to the nearest existing sewer network will take time for implementation, the scope of the present consultancy work is to suggest short term measures for treatment of Dry weather flows before discharge till Long term measures are implemented.

The indicative list of 185 outfalls discharging into Arabian Sea/Creek is given hereunder just for reference.

Sr. No.	Ward	Name of Drain / Outfall	Dimensions	Discharge into
City				
1	A	Tiger Gate: O/F no-1 (Jamnagar Street / Walchand Hirachand Outfall)	900 X 1200	Arabian Sea
2	A	Tiger Gate: O/F no-2 (Behind Mint/ Soorji Vallabhdas Outfall)	1500 X 1500	Arabian Sea
3	A	Gateway of India	750 X 600	Arabian Sea
4	A	Best Marg (Orminster Road)	600	Arabian Sea
5	A	Arther Bunder Marg (Radio Club)	600	Arabian Sea
6	A	Lala Nigam Marg	600 X 600	Arabian Sea
7	A	Jamshed Bandar	750	Arabian Sea
8	A	Azad Nagar Zopadpatti / NAS kunjali Extension O/F	900	Arabian Sea
9	A	Dumen Marg (Sasoon Dock)	900	Arabian Sea
10	A	Colaba Pumping Station	750	Arabian Sea
11	A	T.I.F.R.(Dr.HomiBhabha Marg)	1800 X 2100	Arabian Sea
12	A	Gita Nagar	600	Arabian Sea
13	A	Ganesh Murti Nagar	450	Arabian Sea
14	A	Ambedkar Nagar,	300	Arabian Sea
15	A	Sadhu T.L. Waswani Marg	1800 X1500	Arabian Sea
16	A	VikasGraden (World Trade Centre)	750	Arabian Sea
17	A	ZulelalMandir (G.D. Somani Marg)	600	Arabian Sea
18	A	G.D. Somani Marg	1800 X 1800	Arabian Sea
19	A	RambhauSalgaonkar Marg	900	Arabian Sea
20	A	Budhwar Park (Macchimar Nagar)	600	Arabian Sea
21	A	Nathalal Parekh Marg (TATA Compound)	1200	Arabian Sea
22	A	Jamnalal Bajaj Marg (Near Atlanta Bldg)	600	Arabian Sea
23	A	Vinay K. Shah Marg	900	Arabian Sea
24	A	Madam Kama Marg	1800 X 1800	Arabian Sea
25	A	Veer Nariman Marg	1800 X 1800	Arabian Sea

Sr. No.	Ward	Name of Drain / Outfall	Dimensions	Discharge into
26	A	Wankhede Stadium	1500 X 1500	Arabian Sea
27	A	Patan Jain Mandal Marg	900	Arabian Sea
28	B	O.N.G.C. (Carnac Bunder)	1200 X 1900 DB	B.P.T. Area
29	B	Mazgaon Dock/ Malet Basin Outfall (MujawarPakhadi)	1200 mm dia	B.P.T. Area
30	B	Ferry Wharf Outfall	2x2.5 m	B.P.T. Area
31	C	Shanti Niketan	2700 X 1800	Arabian Sea
32	C	Grant Madical	900 mm dia.	Arabian Sea
33	C	Police Gymkhana	1600 mm dia.	Arabian Sea
34	C	Tarapoorwala	900 X 1200	Arabian Sea
35	D	Tardeo Road (Vatsalabai Desai Chowk)	9' X 6'	Arabian Sea
36	D	Pedder Road (Haji Ali Juice Centre)	500 mm dia	Arabian Sea
37	D	Mafatlal Park (Talyarkhan Chowk)	1800 mm dia	Arabian Sea
38	D	Breach Candy Hospital Compound	450 mm dia	Arabian Sea
39	D	Vaibhav Apartment (Double Barrel)	1200 mm dia 4 nos. of pipe	Arabian Sea
40	D	Tata Garden	600 mm dia.	Arabian Sea
41	D	Kinnari House	1200 mm dia.	Arabian Sea
42	D	24, Nepean Sea Rd, Kashinath Compound (Double Barrel)	1200 mm dia each pipe	Arabian Sea
43	D	Setalwad Lane	600 mm dia	Arabian Sea
44	D	Nepean Sea Road (pg. stn. P.W.D.)	1200 mm dia.	Arabian Sea
45	D	Priyadarshini Park	1200 mm dia.	Arabian Sea
46	D	Petit Hall (Old) Mountebank Apartment	1200 mm dia.	Arabian Sea
47	D	Petit Hall (New) Gulamarg Bldg.	1200 mm dia.	Arabian Sea
48	D	Rungatha Lane	900 mm dia.	Arabian Sea
49	D	Narayan Dabholkar Marg (Nana ChudasamaBunglow)	1200 mm dia.	Arabian Sea
50	D	BhagwanlalIndrajit Marg (Aditya Watika)	600 mm dia	Arabian Sea

Sr. No.	Ward	Name of Drain / Outfall	Dimensions	Discharge into
51	D	BhagwanlalIndrajit Marg (Mata Parvati Nagar)	750 mm dia	Arabian Sea
52	D	Banganga (Near Banganga Cemetery)	750 mm dia	Arabian Sea
53	D	Walkeshwar Road (Governor'sBunglow)	600 mm dia	Arabian Sea
54	D	Walkeshwar Road (Rahul Building)	450 mm dia	Arabian Sea
55	D	Band Stand Babulnath Road	900 X 600 mm dia.	Arabian Sea
56	D	Girgaon Chowpaty	900 mm dia.	Arabian Sea
57	D	Mafatlal Swimming Pool (Double Barrel)	1200 mm dia.	Arabian Sea
58	D	Charni Road Railway Station (BalBhavan)	900 mm dia.	Arabian Sea
59	E	Britania Outfall	2400 mm X 1800 mm X 2 nos.	Thane Creek
60	E	Mazgaon Dock Outfall	1200 mm dia.	Thane Creek
61	E	Mira DatarDarga/Mazgaon Dock (KasaraBunder/Magazine Street Outfall)	900 mm	Thane Creek
62	F/S	Wadala Incinerator - 3	750 mm X 750 mm	Thane Creek
63	F/S	Times of India	1500 mm X 1200 mm dia.	Thane Creek
64	F/S	Colagate	3000 mm X 2000 mm	Thane Creek
65	F/S	Hindustan Levar	3000 mm X 2000 mm	Thane Creek
66	F/N	Somaya Nalla Outfall	1200 mm X 300 mm	Mahul Creek
67	F/N	Pratiksha Nalla Outfall	700 mm X 250 mm	Mahul Creek
68	F/N	Wadala Truck Terminus	6000 mm X 1800 mm	Mahul Creek
69	F/N	J.K. Chemical Nalla Outfall	2200 mm X 600 mm	Mahul Creek
70	F/N	Sangamnagar nalla Outfall	4000 mm X 1500 mm	Mahul Creek
71	F/N	ShivShankar Nagar Nalla Outfall	5000 mm X 2000 mm	Mahul Creek
72	F/N	Kharoo Creek Outfall	2000 mm X 2000 mm	Mahul Creek
73	G/S	P Balu Marg	2400 mm X 1350 mm	Arabian Sea
74	G/S	CleavlandBunder, Double Barrel Floodgates	3600 mm X 3600 mm	Arabian Sea
75	G/S	Love Grove Main Pumping	3000 mm X 3000 mm	Arabian Sea

Sr. No.	Ward	Name of Drain / Outfall	Dimensions	Discharge into
76	G/S	Haji Ali (New) Floodgate (Double Barrel)	1650 mm X 1000 mm	Arabian Sea
77	G/S	Near Haji Ali Juice Center	900 mm dia.	Arabian Sea
78	G/S	Tare Gully	300 mm dia.	Arabian Sea
79	G/S	Boudh Gully, Hanuman Temple	300 mm dia.	Arabian Sea
80	G/S	Nariman Bhat to Navneet Koliwada	600 mm dia.	Arabian Sea
81	G/S	Lotus Jetty 1	450 mm dia.	Arabian Sea
82		Lotus Jetty 1	1200 mm dia.	Arabian Sea
83	G/S	Navneet Chowk Outfall (Upto Koliwada)	600 mm	Arabian Sea
84	G/S	Thandani Marg Outfall Work (Surface Outfall)	900 mm dia.	Arabian Sea
85	G/S	Sir Pochkhanwala Outfall, Worli (Surface Outfall)	600 mm dia.	Arabian Sea
86	G/S	Hilltop Outfall Worli	600 mm dia.	Arabian Sea
87	G/S	Worli Dairy Outfall Worli (Surface Outfall)	600 mm dia.	Arabian Sea
88	G/S	LalaLajpatrai Marg Outfall (Direct Outfall)	300 mm dia.	Arabian Sea
89	G/S	Khan Abdul Gafar Khan Marg Outfall	300 mm	Arabian Sea
90	G/N	Kirti College Outfall	2100 mm X 1050 mm	Arabian Sea
91	G/N	Ranade Road Outfall	2400 mm X 1350 mm	Arabian Sea
92	G/N	PandurangNaik Outfall	1800 mm X 825 mm	Arabian Sea
93	G/N	HindujaHopital	1350 mm X 1275 mm	Arabian Sea
94	G/N	Kapada Bazar	1050 mm X 1350 mm	Arabian Sea
95	G/N	Fort Road	1275 mm X 1200 mm	Arabian Sea
96	G/N	Mahim Causeway	750 mm	Arabian Sea
97	G/N	Raheja Hospital	1200 mm	Mahim Creek
98	G/N	S.B. Marg Ext.	1950 mm X 1850 mm	Mahim Creek
99	G/N	C Outfall	1300 mm X 2500 mm	Mahim Creek
100	G/N	D.D. Outfall	13500 mm X 3000 mm	Mahim Creek

Sr. No.	Ward	Name of Drain / Outfall	Dimensions	Discharge into
101	G/N	A B Outfall	6000 mm X 2500 mm	Mahim Creek
102	G/N	Rajiv Gandhi Outfall	4000 mm X 3200 mm	Mahim Creek
103	G/N	Prem Nagar Outfall	14000 X 2200 mm	Mahim Creek
104	G/N	Mahim Causeway (Fisherman Colony)-1	450mm dia	Mahim Creek
105	G/N	Mahim Causeway (Fisherman Colony)-2	600 mm dia	Mahim Creek
Eastern Suburbs				
1		Boundary/ACC Nalla Outfall		Thane Creek
2		Kesarbaug Nalla Outfall		Thane Creek
3		Nanepada Nalla Outfall		Thane Creek
4		Bombay Oxygen Nalla Outfall		Thane Creek
5		Subsidiary of Bombay Oxygen Nalla		Thane Creek
6		Subsidiary of Usha Nagar Nalla		Thane Creek
7		Usha Nagar Nalla		Thane Creek
8		Crompton Nalla		Thane Creek
9		Kannamwar Nagar Nalla		Thane Creek
10		Godrej Samrat Mill Nalla		Thane Creek
11		Godrej Soap Nalla		Thane Creek
12		Subsidiary of Godraj Nalla		Thane Creek
13		Pantnagar Nalla		Thane Creek
14		RamabaiAmbedkar Nagar Nalla		Thane Creek
15		Kamraj Nagar Nalla		Thane Creek
16		Shivaji Nagar Nalla		Thane Creek
17		Somaiya Nalla		Thane Creek
18		Subhash Nagar Nalla		Thane Creek
19		Bainganwadi Nalla		Thane Creek

Sr. No.	Ward	Name of Drain / Outfall	Dimensions	Discharge into
20		Mankhurd PMGP Nalla		Thane Creek
21		Deonar Nalla		Thane Creek
22		Mankhurd Children Aid Nalla		Thane Creek
23		Adarsh Nagar Nalla		Thane Creek
24		Budhha Nagar, Maharashtra Nagar/Mandala Nalla		Thane Creek
25		Nehru Nagar Nalla		Mahul Creek
26		Vashi Nalla		Thane Creek
27		Wadavali Refinery South Nalla		Mahul Creek
28		Oswal Nalla		Thane Creek
29		Prayag Nagar Nalla		Thane Creek
Western Suburbs				
1	K/W	Oshiwara River		Malad-Varsova-Creek
2	K/W	Mogra Nalla	8 to 40	Malad-Varsova-Creek
3	K/W	Mahada Nalla/ Avinash Nalla	2.5 to 6	Malad-Varsova-Creek
4	P/S	Bhagat Sing Nagar Nala	2 to 5	Malad-Varsova-Creek
5	P/S	Shashtri Nagar Nalla	1.5 to 5	Malad-Varsova-Creek
6	P/S	Piramal Nala	5 to 15	Malad-Varsova-Creek
7	P/N	Ramchandra Nalla, Malad	10	Malad-Varsova-Creek
8	P/N	Malwani Nalla, Malad (W)	15	Malad-Varsova-Creek
9	P/N	Mahakali Nalla, Malad (W)	15	Malad-Varsova-Creek
10	P/N	Ram Nagar Nalla Malad (W)	3	Malad-Varsova-Creek
11	P/N	Poisar River	25	Malad-Varsova-Creek
12	P/N	Valanai Nalla		Malad-Varsova-Creek
13	P/N	Jankalyan Nagar Nalla Malad (W)	15	Malad-Varsova-Creek
14	R/S	P.M.G.P. Nalla	2.5	Malad-Varsova-Creek

Sr. No.	Ward	Name of Drain / Outfall	Dimensions	Discharge into
15	P/N	M.H.B. Nalla Malwani	5	Malad-Varsova-Creek
16	R/C	Chandavarkar Nalla	3 to 12	Gorai Creek
17	R/C	Sahyadri Nagar Nalla	5	Gorai Creek
18	R/C	Akhil Nalla	3	Gorai Creek
19	R/C	Kumbharkala Nalla	5	Gorai Creek
20	R/C	MHB Colony Nalla ECHO Homes	2.5	Gorai Creek
21	R/C	MHB Colony Nalla Gokhale College	4	Gorai Creek
22		Manori Jetty		Gorai Creek
23		Dahisar River		Gorai Creek
24	R/N	V.H. Desai Nalla	5	Gorai Creek
25	R/N	Avdhut Nagar Nalla	3.5	Gorai Creek
26	R/N	N.L. Complex Nalla	18	Gorai Creek
27		Tare compound Nalla		Gorai Creek
28	R/C	Rajendranagar Nalla Gorai		Gorai Creek
29	R/C	Gorai Village Nalla R Central		Arabian Sea
30	H/W	SNDT Nalla-Tail Chanal	32	Arabian Sea
31	H/W	Kadeshwari Nalla	2	Arabian Sea
32	H/W	Bazar Nalla		Arabian Sea
33	K/W	Irla Nalla	13	Arabian Sea
34	H/W	Veronika Nalla		Arabian Sea
35	H/W	ONGC Nalla		Arabian Sea
36	H/W	Boran Nalla		Arabian Sea
37	H/W	Band Stand Outfall -1	750 mm Dia.	Arabian Sea
38	H/W	Band Stand Outfall -2	750 mm Dia.	Arabian Sea
39	H/W	Cartar Road Nalla -1	1200mmX1000mm	Arabian Sea

Sr. No.	Ward	Name of Drain / Outfall	Dimensions	Discharge into
40	H/W	Cartar Road Nalla -2	1500mmX1000mm	Arabian Sea
41	H/W	Cartar Road Nalla -3	1500mmX1000mm	Arabian Sea
42	H/W	Cartar Road Nalla -4	2000mmX2000mm	Arabian Sea
43	H/W	Cartar Road Nalla -5	1500mmX1000mm	Arabian Sea
44	H/W	Cartar Road Nalla -6	1000mmX1000mm	Arabian Sea
45	H/W	Cartar Road Nalla -7	1500mmX1000mm	Arabian Sea
46	H/W	Cartar Road Nalla -8	900 mm dia	Arabian Sea
47	H/W	St. Andrews Road Outfall	750 mm Dia.	Arabian Sea
48	H/W	Chimbai Road Outfall	1500mmX900mm	Arabian Sea
49	H/W	Joggers Park Outfall	1200 mm dia	Arabian Sea
50	K/W	Outfall near Persian Darbar Hotel	1200 X 1500	Arabian Sea
51	K/W	Outfall near Coffee by D'Bella	1200 X 1500	Arabian Sea

The list of 42 drains discharging into the rivers is not readily available, hence not provided. The consultant shall survey and verify all known and unidentified storm water drain outfalls including 185+42 outfalls mentioned above.

4. **Treatment works undertaken by BMC:**

Due to urgency, BMC has already undertaken various works of treatment of dry weather flows in some nallas and flow measurement of some nallas. The consultant shall take information about these works and plan their works accordingly.

The details of works taken up are as under.

(a) **Works based on DPR of IIT Bombay:**

BMC had recently appointed IIT Bombay for preparation of Detailed Project Report (DPR) for suggesting in-situ treatment of following 25 numbers of storm water drains/nallas in the H, K, P and R wards of Western suburbs of Mumbai.

Sr. No.	Ward	Name of Drain / Outfall
1	H	Rahul Nagar Nalla
2	H	Boran Nalla
3	H	Behrampada Nalla
4	H	P&T Nalla, Near Santacruz (W) Post Office
5	H	P&T Nalla, from Link Road to S.B. Pant Road
6	K	Milan Subway Nalla
7	K	Cargo Complex Nalla (A-1)
8	K	Cargo Complex Nalla (A-2)
9	K	Koldongri Nalla (Stretch A&B)
10	K	Abhishek Nalla
11	K	Malpa Dongri Nalla
12	K	Mogra Nalla (Stretch A&B)
13	P	Dnyaneshwar Nagar Drain
14	P	Krishna Nagar Nalla
15	P	Chincholi Nalla
16	P	Piramal Nalla
17	P	MHB Malad Nalla
18	P	Saptarshi Nalla
19	R	Janu Pada Nalla
20	R	Pancholiya Nalla
21	R	Kumbhar Kalla Nalla
22	R	Kora Kendra Nalla
23	R	YR Tawde Nalla
24	R	Tare Compound Nalla
25	R	Avdhut Nagar Nalla

Based on the DPR submitted by IIT Bombay, BMC has invited tenders for in-situ treatment of these 25 drains using 'N-treat' technology suggested by IIT Bombay.

Under the scope of this consultancy, the consultant shall take cognizance of the above list of nallas and identify the outfalls from the list of 185 outfalls, which are covered by the said work suggested by IIT Bombay.

(b) Study undertaken by VJTI, Mumbai:

VJTI, Mumbai has been appointed for carrying out feasibility study and suggesting treatment of following nallas in City area using bioremediation/phyto-remediation or any other suitable technology. The feasibility study is under progress.

Sr. No.	Ward	Name of Drain / Outfall
1	F/N	Raoli Nalla
2	F/N	Korbamithagar Nalla
3	F/N	Dinabandhu Nalla
4	F/N	Shaikh Mistry Nalla
5	F/N	Korba School Nalla
6	F/N	Anik Wadala Side Drain
7	F/N	Bharat Nagar Culvert
8	F/N	Chunabhatti box Drain

(c) Site survey undertaken by NEERI, Nagpur:

NEERI, Nagpur has recently surveyed following nallas for undertaking the work of feasibility study and preparation of DPR for using bioremediation/phyto-remediation or any other suitable technology. The feasibility study is under progress.

Sr. No.	Ward	Name of Drain / Outfall
1	L	NSD Nalla (Navy-KBS Marg to Premier Road)
2	L	Bhartiya Nagar Nalla Sub -I (Lal Matti) Gauri Shankar Wadi to Bhartiya Nagar

Sr. No.	Ward	Name of Drain / Outfall
3	L	Bhartiya Nagar Nalla Sub -II (Bhartiya Nagar to Railway parallel nalla)
4	L	Gazi Nagar nalla- Gauri Shankar Nagar to SCLR Road
5	L	Patel wadi nalla To Vinobha bhawe Nalla- S.G. Barve Marg to Vinoba Bhawe Nagar to Railway II Nalla
6	L	Shramjivi Nalla (Shell Colony Road to Omkar Building
7	L	Sahakar Nagar Nalla (Shramjivi Nalla to Tilak Nagar Station)
8	L	Shivshrusti Nalla
9	L	Chunabhatti nalla Parallel E.E. Highway (Dunkan causway)- (BKC Connector to Rahul Nagar nalla)
10	L	SCLR from Traffic Island to Patel wadi Nalla
11	L	EE Highway nalla, from Omkar building to Annabhau Sathe flyover upto Ganesh temple
12	L	Premier road Nalla- N ward boundary to Oasis nalla
13	L	Naval Depot Nalla
14	L	Nalla no.10
15	L	Nalla no.11
16	L	Nalla no.13
17	L	Nalla no.14
18	L	Nahar Amrutshakti Box Drain (Chandivali Farm road to Khairani Road)
19	L	Nahar 1st DP road
20	L	Sakinaka Metro station to Safedpool nalla 90' road culvert
21	L	Sanjay Nagar nalla (Sunder Baug to LBS Marg)
22	L	Outfall of Mithi river
23	M/E	Gaikwad Nagar & Chakki Nalla
24	M/E	RBK Nalla G.M. Link Road
25	M/E	Sant Nirankari Nalla
26	M/E	Dumping Nalla Rd, No 15

Sr. No.	Ward	Name of Drain / Outfall
27	M/E	Mankhurd Sub Nalla
28	M/E	Ambedkar Nagar Nalla
29	M/W	Helipad nalla
30	M/W	New Bharat Nagar Nalla
31	M/W	Bharat Nagar Nalla
32	S	Dargah nalla
33	S	Bhandup village road
34	S	Pawar public school nalla
35	S	Gaodevi nalla
36	S	Pandav kund nalla
37	S	Utkarsh nagar nalla
38	S	Vaibhav nagar nalla
39	S	Datta mandir road box nalla
40	S	Karvenagar nalla
41	N	High level Reservior Nalla
42	N	Upper/lower Depot Nalla
43	N	Vikroli Bus Depot nalla
44	N	Gavdevi Nalla
45	N	Ankush Gawade marg Nalla

(d) Drains for which Flow Measurement has been carried out:

BMC has recently carried out flow measurement of the following nallas.

Sr. No.	Ward	Name of Drain / Outfall
1	G/N	Dadar Dharavi Nallah

2	G/N	Shethwadi Nallah
3	G/N	Rajiv Gandhi Nallah
4	G/N	Meghwadi Nallah
5	G/N	Naik Nagar Nallah
6	G/N	Prem Nagar Nallah
7	G/N	Nature Park Nallah
8	G/S	Nehru Science Center Nallah
9	G/S	LGP Nallah
10	N	Somiiyya Nallah
11	N	Kamraj Nagar Nallah
12	N	Upper Depo Nallah
13	N	Laxmi Baug Nallah
14	N	Gaondevi Nallah
15	S	Dargah Nallah
16	S	Maharashtra Nagar Nallah
17	S	Masjid Nallah
18	T	Boundary Nallah
19	T	Kesar Baug Nallah
20	T	Nane Pada Nallah
21	M/E	Deonar Main Nallah
22	M/E	Mankhurd PMGP Nallah
23	M/W	Mahul creek
24	M/W	Vashi Naka Nallah
25	H/E	Vakola River-BKC Bridge to Bharat Nagar Vehicular Bridge Nallah
26	H/E	Chamdawadi Nallah
27	H/W	SNDT Nallah (P&T to Mitre Gate)

28	H/W	South Avenue Nallah
29	K/E	Sharaddhanand Nallah
30	K/W	Manglawadi Nallah
31	K/W	Irla Nallah
32	P/S	Shastrinagar Nahlla
33	P/S	Bhagatsingh Nagar Nallah
34	P/N	Ram Nagar Nallah
35	R/S	Gautam Nagar Nallah
36	R/S	PMGP Nallah
37	R/C	Rajendra nagar Nallah
38	R/C	Sahyadri Nagar Nallah
39	R/N	V.N.Desai Nallah
40	R/N	N.L. Complex Nallah

Consultant shall collect the details of all above works from concerned departments, study the same. The scope of few of the activities may alter to certain extent depending upon the actions/suggestions of NEERI/IIT/VJTI & progress of works.

The Consultant shall take cognizance of these works before quoting for the bid.

- (e) Besides above, various departments of BMC have taken up various works as detailed below to abate pollution in the sea/creek/river,
- The SO department of BMC has recently carried out quality assessment of dry weather flow at some nallas /outfalls.
 - The SWD department of BMC has taken up the works of River Rejuvenation of Dahisar, Poiser & walbhat rivers.
 - The SP department of BMC has taken up work of diversion of DWF to sewerage network as a long-term measure.
 - Bioremediation/phytoremediation/N-Treat works at some nallas as short-term measures are also taken up by BMC.

Consultant shall collect the details of all above works from concerned departments, study the same and take appropriate cognisance while finalizing the Feasibility report.

5. **SCOPE OF THE WORK:**

5.1 **Activities of Work:**

In order to meet the objectives of the assignment, the scope of work shall inter-alia include the following activities.

(a) **Study of the available data and site survey :**

The Consultant shall acquaint himself with the available data on the storm water drains outfalls, various works undertaken by BMC at different locations including in-situ treatment of nallas, flow measurements, parameter testing, feasibility studies, installation of screens/back rake screens/front rake screens/trash booms, etc. at some locations, proposed works of laying of sewer lines, measures taken for permanent diversion of DWF from storm water drains, etc. as mentioned in the Appendix-D

The consultant shall understand the gravity and urgent need of taking the short-term measures of treatment of dry weather flow in nallas to abate the pollution of water bodies in light of the directions issued by Hon. National Green Tribunal vide its Order dated 14.10.2020 and 21.11.2021 and the ongoing proceedings before the Hon. Supreme Court of India in the Civil Appeal No. 923 of 2021 in the matters of BMC Vs Vanashakti Trust.

(b) **Site visits and Surveys :**

The consultant shall carry out site visits and survey of all known and unidentified outfalls discharging dry weather flow into sea/creek/rivers including 185+42 outfalls locations as mentioned in the tender document to ensure that each and every storm water drain outfall is identified and mapped. In this regard, consultants shall note that the total 227 locations of outfalls mentioned in the tender document are indicative and subject to change as per actuals and the entire responsibility of mapping each and every storm water drain outfall lies with the consultant.

(c) **Measurement of Average Flow discharging into Sea/Creek/River:**

Flow measurement shall be carried out over minimum 7 days continuous period for major outfalls (sizes above 3 mtr width) and

minimum 3 days for minor outfalls during fair season (Non Monsoon period) as directed by the Engineer. The Consultant shall include all costs for flow measurement including setting up bunds, fabrication/ installation of “V” notches/ weirs and/or installing sensors or any other equipment’s /methods required for successful flow measurement and dismantling them on completion of flow measurement. Method of flow measurement shall be approved prior to commencement of flow measurement work with respect to the outfalls. Flow measurement readings shall be taken on hourly basis 24x7 during the period of measurement.

Flow measurement must be carried out in fair season (Non Monsoon period). The Consultant shall take cognizance of the flow measurement data available with the BMC for study.

(d) Water Quality Analysis:

Water Quality Analysis at above locations shall be carried out by consultant to ascertain parameters such as Biological Oxygen Demand (BOD), Chemical Oxygen Demand (COD), Total Suspended Solids (TSS), Total Dissolved Solids (TDS), nutrients like nitrates and phosphates, pH, etc. The Consultant shall take cognizance of the Water Quality Analysis data available with the BMC for study. Water Quality Analysis shall be carried out at Outfalls i.e. prior to discharge to water bodies and before tidal ingress/effect.

(e) Study of existing Sewer network:

The consultant shall study and understand the existing Sewerage system including Sewer network, pumping stations, treatment plants, etc. and its adequacy to facilitate short term solution, if any, by way of pumping of dry weather flow into nearby sewer network, at places where other treatment solutions are not feasible.

(f) Submission of Feasibility Report based on the study –

Based on the detail survey and study of the nearby existing sewerage & storm water network, the Consultant shall prepare a Draft Feasibility Report and seek comments of the Client on it before finalizing the same. Feasibility report shall contain survey report and GIS mapping of all outfalls.

(g) Preparation of Detail Project Report –

Based on the detail survey and feasibility study undertaken, the Consultant shall prepare a Draft Detail Project Report (DPR) clearly identifying therein sustainable short-term solutions/measures to curb

pollution in the sea/creek/rivers accompanied with detail cost estimates and submit the same for review and approval of the Client. Upon approval by the Client, the Consultant shall prepare and submit the requisite number of copies of Final Detail Project Report.

While suggesting short term measures, the Consultant shall consider those technologies which are sustainable, feasible to Mumbai conditions and be able to meet the pollution control norms/standards laid down by the Pollution Control Bodies such as CPCB and MPCB for discharge to sea/creek/rivers and any other norms/guidelines in force for protection of environment.

In general, the draft DPR shall inter-alia describe the following:

- i) The present status of all the outfalls with details of DWF into it.
- ii) Outcome of topo survey, measurement of DWF at outfalls, Quality assessment of DWF, checking adequacy of nearby existing sewer lines for diversion.
- iii) Short term measures with techno commercial feasibility to curb the pollution in water bodies.
- iv) Details of technologies suggested.
- v) GIS Mapping of all outfalls.
- vi) Estimates of the works of short-term measures suggested at each outfall.
- vii) Executive summary of main findings, the recommendations and an outline of the implementation program.
- viii) Based on the output of the DPR (Detailed Project Report) preparation of tender document.

(h) Preparing Tender documents -

After approval of DPR, the Consultant shall prepare cost estimates, plans, drawings and tender documents for the short-term measures/solutions suggested in the DPR. The bids will be invited by B.M.C.

5.2 Key staff:

- (i) The Consultant shall provide key staff with desired technical qualification/personnel capabilities as mentioned in ITB Clause 12(3).

- (ii) Considering the project activities, the consultant shall use key Staff for adequate number of days as per the requirement of the activities.
- (iii) The proposed key staff shall be a regular employee of the consultancy firm or shall have given consent to work with consulting firm about availability and acceptance of the employment of the consulting firm. (Such consent letter shall have been accepted by the bidding consulting firm prior to submission of bid)
- (v) The age key staff shall not be more than 65 years. The key staff shall be physically fit to move about at sites.
- (vi) The key staff shall be conversant with computers and local language in the area of work.

6. **Contract Period:** 6 months (Excluding monsoon)

7. **Schedule of Activities:**

Sr. No	Activity	Time in Months	Cumulative Months
1	Study and Detail Survey of DWF at the SWD outfalls	3	3
2	Submission of Feasibility Study report for short-term measures	1	4
3	Submission of DPR for short-term measures	1	5
5	Submission of Tender Document for short-term measures	1	6

The time period is the essence of this assignment. Therefore, the Consultant shall prepare and submit PERT Chart for above mentioned activities showing graphically details of each work activity, the start & finish time for each activity, the interrelationship of all activities, and the critical path activities. The Consultant shall use this schedule to co-ordinate and monitor the work progress so as to complete the task within the stipulated contract period.

All the required drawings shall be prepared in AUTO-CAD.

8. **Data, Services and Facilities to be provided by the Client**

The data and services that will be provided by the Client is listed in Appendix-D

9. **Deliverables:**

The Consultant shall be required to deliver the following reports in hard and soft form as mentioned below.

Sr. No.	Output	Qty.
1	Draft Feasibility Report	2 hard copies + soft copy
2	Final Feasibility Report	5 hard copies + soft copy
3	Draft Detail Project Report	2 hard copies + soft copy
4	Final Detail Project Report	5 hard copies + soft copy
5	Tender Documents for Short Term measures (Draft)	2 hard copies + soft copy (for each bid)
6	Tender Documents for Short Term measures (Final)	2 hard copies + soft copy (for each bid)

11. MODE OF PAYMENT

The payment shall be made in stages as per the following percentage of the total lump sum cost.

Sr. No.	Description of Activity	Percentage of total cost
1	Submission of Draft Feasibility Report	20
2	Acceptance of Feasibility Report by BMC	30
3	Preparation of Draft Detail Project Report (Draft)	10
4	Acceptance of Draft Detail Project Report	15
5	Preparation of Tender Documents for Short Term measures (Draft)	10
6	Acceptance of Tender Documents for Short Term measures	15
	Total:	100

The scope of 185 SWD Outfalls directly discharging into creek/sea and scope of 42 SWD Outfalls discharging into various rivers as well as scope of additional unidentified SWD Outfalls if any is envisaged under the contract. Successful consultant has to carry out required survey/work and submit feasibility report for the short-term measures. Payment as defined above shall be paid to the consultant upto the submission and acceptance of feasibility report i.e for Sr.no 1 and 2 of above table.

However, Payment towards submission of DPR/Bid document will only be paid for outfalls for which short term measures are suggested in feasibility report.

Rebate of Rs.1,00,000/- per outfall will be taken for those outfalls for which short term measures are NOT suggested in feasibility report.

12. Safety Management:

While carrying out survey at fields and also at all other times during the contract period, the Consultant shall strictly adhere to the safety norms laid down by the respective statutory authorities.

The Consultant shall also take out various insurance policies as required under the contract.

SECTION-VI
Technical Proposals
-Standard Forms

Form of Technical Bid Submission

To :

Office of the Chief Engineer (MSDP),
2nd floor, Engineering Hub Building,
Dr. E. Moses Road, Near Worli Naka,
Worli, Mumbai-400 018

Sir,

1. I/We have read and examined the following documents relating to work of **“Consultancy services for comprehensive study of SWD discharging into sea, creek & rivers and suggest short term measures to mitigate the pollution into the water bodies”**
 - i. E- tender notice
 - ii. The said Tender
 - iii. Special Instructions to bidders for e-tendering
 - iv. Instructions to Bidders
 - v. General Conditions of contract (GCC)
 - vi. The Terms of References (TOR)
 - vii. Tender Forms and Formats
 - viii. Pro-Forma of Bank Guarantee for Performance security.
 - ix. Form FIN-1 to FIN 3
 - x. Drawings, if any
 - xi. Response to Pre-bid Queries, if any.
 - xii. Addendum, Corrigendum, if any.

2. I/We
(full name in capital letters starting with surname), the proprietor/managing partner/Managing Director/Holder of the business for the establishment/firm/registered company named herein below do hereby offer to carry out the work of **“Consultancy services for comprehensive study of SWD outfalls discharging into sea, creek & rivers and suggest short-term measures to mitigate the pollution into the water bodies”** referred to in the Terms of Reference and Bill of Quantities to the accompanying form of contract at the rates entered in the Bill of Quantities sent herewith and signed by me/us.

3. I/We hereby tender for Consultancy Services for the works referred to in the aforesaid documents, upon the terms and conditions or referred to therein and in accordance in all respects with the Terms of Reference and other relevant details at the rates entered in the aforesaid bill of quantities. According to your

requirements for payment of E.M.D. amounting to Rs. 9,00,000/- I/We have paid the amount with as specified in Instruction to Bidders, BrihanMumbai Municipal Corporation.

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

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

Full name and address with Telephone nos. if any

Yours faithfully,

Signature of authorized signatory

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

Annual Turnover Form

Annual Turnover			
Sr. No.	Financial Year	Annual Turnover of Consultancy Work (Amount and Currency)	Equivalent in INDIAN Rupees
1.	2021-22		
2.	2020-21		
3.	2019-20		
4.	2018-19		
5.	2017-18		

Note:

If turnover is in any other currency than INR then the rate of exchange shall be the T.T Selling rate published by the State Bank of India, prevailing on the last day of the Financial Year.

Signature of authorized signatory

Form TECH-1: Information regarding status of consultant

Name of the Consultant:

Place and country of incorporation:

Address for correspondence:

Contact Person:

Telephone Number/ Mobile Number:

Email address:

Company Registration particulars: (CIN):

Directors DIN number:

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

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

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

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

Signature of authorized signatory

Form TECH-2A: Consultant's Organization and Experience

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

Signature of authorized signatory

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

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

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

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

Note:

Scanned, Attested copies of completion/performance/contract agreement from the Engineer-in-charge or equivalent for each work should be annexed and uploaded.

Form TECH-3: Team Composition and Task Assignments

Sr. No.	Position	Name of the person proposed	Qualification	Experience	Task Assigned
Key Staff					
1					
2					
3					
4					
5					
6					
Non Key Staff					
1					
2					
3					
4					
5					
6					

Signature of authorized signatory

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

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

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

A) Technical Approach and Methodology:

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

B) Work Plan:

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

C) Organization and Staffing:

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the Key Staff and Non-Key Staff, and proposed technical and administrative support staff.

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

1. General

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

2. Education:

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

3. Employment record relevant to the assignment:

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

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

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

4. Membership in Professional Associations and Publications:_____

5. Language Skills:

(Indicate only Language in which you are proficient):

6. Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts :

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

Note: CVs of Key Staff as well as non-key staff (Support staff) as mentioned in the clause 12.0 (3) – 'Personnel Capabilities' shall be submitted using this format. The CV should provide the name of employing Organizations and contact information (title, position, contact number and e-mail) of employing entity for each employment period.

Form TECH-6: Historical Contract Non-Performance

[The following table shall be filled in for the Consultant and an Affidavit in this regard shall be submitted] Date: [insert day, month, year]

Consultant's Legal Name: [insert full name]

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

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

1. Blacklisting or debarment proceedings ongoing or completed by any Govt./Semi-Govt. works at the time of submission.				
Sr. No.	Name and location of project	Address of client	Remarks regarding blacklisting of debarment ongoing/completed	No. of years of debarment/blacklisting
2. Pending Litigation				
No pending litigation				
Pending litigation as indicated below for last 5 years.				
Sr. No.	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, IN USD/ EURO/ STERLING POUND/ INR equivalent)	Cost of Non performing contract in RUPEES
[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 neither We are under execution of a Tender Securing Declaration nor have forfeited Tender Security or Earnest Money Deposit in the Republic of INDIA in the past Five Years.

Signature of authorized signatory

Undertaking cum Indemnity Bond

(This is a draft format) (On Rs. 200/- Stamp Papers)

I/We, _____ of _____ do hereby declare and undertake as under.

- 1) I/We declare that I/we _____ in capacity as Manager / Director / Partners / Power of Attorney Holder of JV firm of _____ has not been charged with any prohibitory and /or penal action such as demotion, Suspension, Blacklisting/ de-registration or any other action under the law by any Government and / or Semi Government and/ or Government undertaking.
- 2) I/We declare that , I/We have perused and examined the tender document including addendum , conditions of contract , Terms of Reference, bill of quantity etc. forming part of tender and accordingly , I/We submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.
- 3) I/We also declare that if, I/We am allotted the work and I/We fail to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, BMC is entitled to carry out the work allotted to me by any other means at any risk and cost, at any stage of the contract.
- 4) I/We also declare that I will not claim any change / damages /compensation for non-availability of site for the contract work at any time.
- 5) I/We Indemnify Municipal Commissioner and the other officers of BMC or their agents for any Damages , Loss , or Injury , any legal suit proceeding or legal action whatsoever that may be caused at any type by me or any other staff of _____ company , for the work undertaken and all such damage, damages , injury or loss , legal suit , legal action , I/We shall be solely responsible in Individual as well as official capacity and such loss , damages , injury shall be made good and/or as the case may be shall be paid immediately by me/ Company to the satisfaction of the BMC.
- 6) The Undertaking-cum-Indemnity Bond is binding upon us/our heirs, executors, administrators and assigns and/or successor and assigns.

Dated ----- day of 2022

Directors/POA holder
(Seal of Firm/Co.)

Indemnified by me,

Before me
Advocate

Note: In case the firm qualifies on the basis of credentials of the Parent Company/sister concern, then the Indemnity Bond is to be signed as per the following:

- by both subsidiary and the Parent Company (if the bidder qualifies on the basis of Parent Company)
- by subsidiary, sister concern and parent company (if the bidder qualifies on the basis of sister concern).

Form TECH-7: Expert Schedule¹

No.	Name of Expert / Position / Category	Professional Expert input (in the form of a bar chart) ²						Total man-month input		
		1	2	3	4	5	n	On Field Support	Off Field Support	Total
	Key Staff									
ex.	Mr. XYZ Project Manager	[H[Field]								
1										
2										
N										
							Subtotal			
	Non-Key Staff									
1		[Home]								
2										
N										
							Subtotal			
							Total			

Signature of authorized signatory of concern/company

1. For Key Staff, the input should be indicated individually for the same position as required under Personnel Capabilities of Sec-III ITB; for Non-Key Staff it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).
2. Months are counted from the start of the assignment. For each Expert indicate separately the input for home and field work.

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

SECTION-VII Financial Proposals-Standard Forms

Form FIN-1: Financial Proposal Submission Form

To:

Office of the Chief Engineer (MSDP),
2nd floor, Engineering Hub Building,
Dr. E. Moses Road, Near Worli Naka,
Worli, Mumbai-400 018

Subject: Financial proposal for “**Consultancy services for comprehensive study of SWD outfalls discharging into sea, creek & rivers and suggest short-term measures to mitigate the pollution into the water bodies.**”

Sir,

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

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

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

We remain,

Yours sincerely,

Authorized Signature [in full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form FIN 2: Summary of Costs

(To be submitted ONLINE only, as a Packet C)

Item	Amount in Words	Amount in Figures Cost (INR)
Subject: <i>Consultancy services for comprehensive study of SWD outfalls discharging into sea, creek & rivers and suggest short-term measures to mitigate the pollution into the water bodies</i>		
1) Key staff Cost – Consultancy SWD Outfall		
2) Non-key staff Cost – Consultancy SWD Outfall		
3) Other Miscellaneous works		

Note:

1. The cost of the financial proposal should match with the break-up of the costs given as per Form FIN 3.
GST, if applicable, in future would be payable at the applicable rates as may be in force from time to time on production of documents to that effect.
2. If there is mismatch in the amount quoted online in the summary of cost and the total of breakdown of all costs in FIN:3 (in Hard copy), then the amount quoted online will be considered for evaluation.
3. The above costs shall be inclusive of all taxes, if any.

Form FIN 3: Breakdown of Remuneration of Key Staff and Non Key Staff and Other Miscellaneous Works

Name	Position	Staff-month Rate	Input (Staff Months)	Amount (In INR)
A) Key Staff				
Total of A				
B) Non Key Staff				
Total of B				
C) Other Miscellaneous works				
Description		Rate	Quantity	Amount (In INR)
Survey			Lumpsum	
Stationery and printing			Lumpsum	
Software/ Hardware/Instruments etc			Lumpsum	
Quantity Assessment of Dry Weather Flow			Lumpsum	
Quality Assessment of Dry Weather Flow			Lumpsum	
Vehicles			Lumpsum	
Any other items consultant assumed that will be required to complete the assignment. ----- -----			Lumpsum	
Total of C				
Total A+B+C				

Note:

If there is mismatch in the amount quoted in the summary of cost and the total of breakdown of all costs, then the lowest amount will be considered for evaluation.

SECTION-VIII

Appendices

Appendix A: Contract Agreement Form

(This form shall be filled in, signed and submitted on award of contract & to be executed on Rs. 100/- Stamp Paper and will attract stamp duty as per Stamp Act.)

Tender no. _____ dated _____ Standing Committee **Resolution No. _____ dated _____**, contract for “**Consultancy services for comprehensive study of SWD outfalls discharging into sea, creek & rivers and suggest short-term measures to mitigate the pollution into the water bodies**”

This agreement made this _____ day of _____ between inhabitants of _____ carrying on business at _____ under the style and name of _____ (hereinafter called “the Consultant”) **of the one part** and _____, **the Deputy Municipal Commissioner (Special Engineering)** (hereinafter called “the Commissioner” in which expressions are included, unless the inclusion is inconsistent with the context or meaning thereof, his successor or successors, for the time being holding the office of the Deputy Municipal Commissioner (Special Engineering) **of the Second Part** and the BrihanMumbai Municipal Corporation (hereinafter called “the Corporation”) **of the third part** WHEREAS the Consultant has tendered for the works described above and his offer has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation)

NOW THIS AGREEMENT WITNESSES as follows:-

- 1) In this agreement, words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for works hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - i. The tender notice
 - ii. The said tender
 - iii. Special Instructions to Bidders for e-tendering
 - iv. Instructions to Bidders
 - v. General Conditions of Contract (GCC)
 - vi. The Terms of References (TOR)
 - vii. Tender Forms and Formats
 - viii. Pro-forma of Bank Guarantee for Performance Security
 - ix. Form FIN - 1 to FIN - 3
 - x. Drawings, if any
 - xi. Addendum, Corrigendum, if any
- 3) In consideration of the payment to be made by the Commissioner, the Consultant hereby covenant with the Commissioner to carry out the work of “**Consultancy services for comprehensive study of SWD outfalls discharging into sea, creek & rivers and suggest short-term measures to mitigate the pollution into the water bodies**” in conformity in all respects with the provisions of the contract.
- 4) The Commissioner hereby covenant to pay to the Consultant in consideration of carrying out the work of “**Consultancy services for comprehensive study of SWD outfalls discharging into sea, creek & rivers and suggest short-term measures to mitigate the pollution into the water bodies**”, the Contract Price i.e. **Rs. _____/- (in**

words _____ only) at times in the manner prescribed by the Contract.

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

The common seal of the BrihanMumbai Municipal)
Corporation was hereunto affixed)
in the presence of two members of the)
Standing Committee of the Corporation)

1. _____

2. _____

& in the presence of the Municipal Secretary _____

Signed and delivered by the within named)
_____)

Dy. Municipal Commissioner (Special Engineering))

in the presence of)

1. _____

2. _____

The common seal of)
M/s. _____)
has been hereunto affixed pursuant to)
the Resolution of the Board of)
Directors, dated _____)
In the presence of

1. _____

2. _____

Appendix-B: Performance Bank Guarantee

(To be executed on Rs.100/-Stamp Paper and BG will attract stamp duty as per Stamp Act.)

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

WHEREAS the BrihanMumbai Municipal Corporation hereafter referred to as BMC has invited tenders for execution of.....hereinafter referred to as 'the said work'.

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

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

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

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

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

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

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

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

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

Date this.....Day of

WITNESS:

BANK

Appendix-C: Advance Bank Guarantee

Not Used

Appendix-D

List of Data to be provided by Client

- 1) DPR prepared by IIT for 25 nallas
- 2) Parameter measurement report
- 2) Flow measurement of 40 nallas
- 3) NGT order dated 14.10.2020
- 4) NGT order dated 21.11.2021

Appendix-E: Form of undertaking to provide Parent
company/Sister concern guarantee
(As per ITB 12.1 (a) Eligibility)

To:

BrihanMumbai Municipal Corporation (“BMC”)

RE: Tender documents for the “**Consultancy services for comprehensive study of SWD outfalls discharging into sea, creek & rivers and suggest short-term measures to mitigate the pollution into the water bodies.**” (The “Tender Documents”)

RE: Parent Company/Sister Concern Guarantee

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

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

AND WHEREAS the undersigned is [the parent company/sister concern of]

AND WHEREAS the undersigned has examined fully the Tender Documents;

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

DATED this day of 20.....

Name of Parent Company/Sister Concern:

Per: Name

Title

Per: Name

Title

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

Appendix-F: Parent Company/Sister Concern Guarantee (To be prepared On Official Stamp Paper as per the Indian Stamps Act 1958)

THIS DEED OF GUARANTEE (“Guarantee”) is made on the day of 20... at.....Between.....whose registered office is situated at _____(hereinafter called the “Guarantor”) which expression shall include its successors and assigns) of one part

And BrihanMumbai Municipal Corporation whose principal office is situated at Municipal Building, Mahapalika Marg, Fort, Mumbai 400001 (hereinafter called BMC) of the other part WHEREAS the BMC has invited tenders by its invitation to tender dated ____ the day of.....20.....“ **Consultancy services for comprehensive study of SWD outfalls discharging into sea, creek & rivers and suggest short-term measures to mitigate the pollution into the water bodies**”(The “Project”);

AND WHEREAS (name of the Bidder) whose registered office# is situated at(hereinafter called the “Consultancy Services”), in response to the BMC’s invitation, has submitted an offer for Consultancy Services contract with respect to the Project to be entered into with the BMC (the “Contract”);

AND WHEREAS the conditions of the BMC’s invitation require that the Consultancy Services offer is supported by a parent company/sister concern guarantee;

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

The Guarantor hereby covenants with the BMC as follows:

1. The Guarantor will in all respects unconditionally, without demur, guarantee the due and proper performance of the Contract and the due observance and punctual performance of all obligations, duties, undertakings, covenants and conditions by or on the part of the Consultancy Services contained therein and to be observed and performed by it (including any form of payments that are to be made in relation to the Project), which guarantee shall extend to any variation or addition to the Contract.
2. In the event of the Consultancy Services failing to carry out, observe or perform all or any of the said obligations, duties, undertakings, covenants and conditions under the Contract (unless relieved from the performance of any part of the Contract by statute or by the decision of a court or tribunal of competent jurisdiction) the Guarantor will be liable for and shall indemnify the BMC against all losses, damages, costs and expenses whatsoever which the BMC may incur by reason or inconsequence of any such failure to carry out or observe. For the avoidance of doubt, it is hereby clarified that the obligation to indemnify as covered within this clause is separate and independent of the obligation under clause 1 of this Guarantee. For greater certainty, the maximum aggregate amount of liability of the Guarantor under this Guarantee shall not exceed the maximum aggregate amount of liability of the Consultant under the Contract.
3. The Guarantor shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:
 - 3.1. Any alteration to the nature of extent of the services or otherwise to the terms of the Contract;
 - 3.2. Any allowance of time, forbearance, indulgence or other concession granted to the Consultancy, any dispute between the BMC and the Consultancy Services

(but so that the BMC shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Consultancy shall have complied with such terms.

- 3.3. The liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity or any change in the name, composition or constitution of the Consultancy or the Guarantor.
- 3.4. Discharge of other guarantors in relation to the Project.
- 3.5. Termination of the Contract to the extent of the obligations existent at the time of termination.
4. This Guarantee is a continuing guarantee and accordingly shall remain in operation until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Consultancy under the Contract shall have been satisfied or performed in full. Notwithstanding anything to the contrary, this Guarantee shall cease to be in operation at the Contract Completion Date provided that this Guarantee shall continue in effect in respect of any obligations required to be performed by the Consultancy in accordance with Clause of the Conditions of Contract. This Guarantee is in addition to, and not in substitution for, any other security which the BMC may at any time hold for the performance of such obligations, and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Consultancy.
5. So long as any sums are payable (contingently or otherwise) by the Consultancy to the BMC under the terms of the Contract, then the Guarantor shall not exercise any right of set off or counterclaim against the Consultancy or any other person or prove in competition with the BMC in respect of any payment by the Guarantor hereunder (including in a situation of winding up, insolvency or liquidation of the Consultancy and in case the Guarantor receives any sum from the Consultancy or any other person in respect of any payment of the Guarantor hereunder, the Guarantor shall hold such monies in trust for the BMC so long as any sums are payable (contingently or otherwise) under this Guarantee.
6. The Guarantor will not, without the prior written consent of the BMC, hold any security from the Consultancy or any other person in respect of the Guarantor's liability hereunder. Further, the Guarantor waives its right of subrogation over any of the assets of the Consultancy until the all dues under the Project to the BMC have been duly paid off.
7. This Guarantee is in addition to, and not in substitution for, any present and future guarantee lie nor other security held by the BMC. The BMC's rights under this Guarantee are in addition to and not exclusive of those provided by law.
8. This Guarantee shall be governed by and construed in accordance with the laws of India.
9. The BMC will have a right to assign the rights under the Guarantee with prior written notice to the Consultancy
10. The Guarantor hereby covenants and confirms, until the termination or expiry of the Guarantee, the following:
 - a. It will provide audited financial statement of the Guarantor within 60 days from expiry of each financial year.
 - b. It will not dispose all the shareholding held in the Consultancy and shall always control the management of the Consultancy.

11. The Guarantor hereby agrees that in case of a breach of the obligations under this Guarantee or in case of enforcement of this Guarantee, the BMC shall have a right to seek specific performance in addition to the other remedies available under law.
12. The Guarantor now hereby declares and warrants that:
 - a. The Guarantor has the competence and power to execute this Guarantee;
 - b. the Guarantor is financially solvent and has adequate net worth to provide this Guarantee to enable it to perform its obligations under this Guarantee;
 - c. the Guarantor has done all acts, conditions and things required to be done, fulfilled or performed, and procured all authorizations and necessary approvals in all relevant jurisdictions, if so required or essential for the execution of this Guarantee and for the performance of the Guarantor's obligations in terms of and under this Guarantee; and all authorizations and necessary approvals have been performed and are in full force and effect and no such authorization or approval has been, or is threatened to be, revoked or cancelled;
 - d. this Guarantee has been duly and validly executed by the Guarantor or on behalf of the Guarantor and this Guarantee constitutes legal, valid and binding obligations of the Guarantor;
 - e. the entry into, delivery and performance by the Guarantor of, and the transactions contemplated by, this Guarantee does not and will not conflict:
 - i. with any law in any relevant jurisdiction;
 - ii. with the constitutional documents of the Guarantor; or
 - iii. with any document which is binding upon the Guarantor or on any of its assets;
 - f. all amounts payable under this Guarantee will be made free and clear of all deductions or withholdings for or on account of any tax or levy unless a tax deduction or withholding is required by law. Provided that if such deduction or withholding is required by law, the payments under this Guarantee will be grossed up in such manner that after the deduction or withholding is made, as the case may be, the BMC receives the amount demanded by it.
 - g. the execution or entering into by the Guarantor of this Guarantee constitute, and performance of its obligations under this Guarantee will constitute, private and commercial acts done and performed for private and commercial purposes; (ii) the Guarantor does not have, will not be entitled to, and will not claim any immunity for itself or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to this Guarantee;
 - h. No litigation, investigation, arbitration, administrative or other proceedings are pending or threatened against the Guarantor or its assets, which, if adversely determined, might have a material adverse effect in relation to the Guarantor;
 - i. all information communicated to or supplied by or on behalf of the Guarantor to the BMC from time to time in a form and manner acceptable to the BMC, are true and fair / true, correct and complete in all respects as on the date on which it was communicated or supplied;

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Annexure-1
Price Adjustment

NOT APPLICABLE

TENDER SECURITY BANK GUARANTEE

NOT USED