



BRIHANMUMBAI MUNICIPAL CORPORATION

Mumbai Sewage Disposal Project Stage II - Priority Works Priority Sewer Tunnel – Phase 2

BID DOCUMENT

FOR

PRIORITY SEWER TUNNEL – PHASE 2

Design and Build Contract

Bid No. 7200036535

INSTRUCTIONS TO TENDERERS

EMPLOYER

Brihanmumbai Municipal Corporation
Municipal Head Office Building,
Mahapalika Marg, Fort, Mumbai - 400001
India

CONSULTANT

Tata Consulting Engineers Limited,
15th floor Empire Tower,
Opp Reliable Tech Park
Cloud City Campus, Airoli,
Navi Mumbai 400708.

September 2022

**Priority Sewer Tunnel - Phase 2
Design-Build Contract**

Layout of Tender Documents

This volume is one of several that comprise the tender documents.

These are:

	Instructions to Tenderers
Volume I	Conditions of Contract
Volume II	Employer's Requirements
Volume IIA	General Specification
Volume IIB	Void
Volume IIC	Drawings
Volume III	Schedule of Payments
Volume IV	Contract Forms
Volume V	Site Data

BRIHANMUMBAI MUNICIPAL CORPORATION

No. :Ch.E./MSDP/6714 dated 06.10.2022

Notice of Invitation for Tenders (Bid Invitation No. : 7200036535)

Sub : Work of “Design, Build and Commissioning of Priority Sewer Tunnel –Phase 2 from Goregaon Pumping Station to New Malad IPS with Segmental lining method.

1. The Brihanmumbai Municipal Corporation (BMC) is implementing the ambitious Mumbai Sewage Disposal Project - Stage II Priority Works project. The objective of the project is to provide a healthier and improved environment for the citizens of Mumbai while minimizing the impact of wastewater on the natural environment achieved by improving the quality and reliability of the wastewater collection, treatment and disposal infrastructure.
2. The MSDP – Stage II Priority Works project comprises of infrastructure components including expansion of sewage collection networks, new pumping stations, wastewater treatment facilities and treated effluent disposal.
3. The Municipal Commissioner of Greater Mumbai invites online e-Tenders for the Design build and commissioning of Priority Sewer Tunnel - Phase 2 in a three packet system (Packets A, B & C) from international contractors /Local contractors of repute, multidisciplinary engineering organizations i.e. eminent firm, Partnership Firms/ Private Limited Companies/ Public Limited Companies/Companies registered under the Indian companies’ act 2013. Also the contractors registered with the Brihanmumbai Municipal Corporation, (BMC) in Class I (A) as per new registration and from the contractors/firms equivalent and superior classes registered in Central or State Government/Semi Govt. Organization/Central or State Public Sector Undertakings, carrying out similar nature of work or any combination of them in the form of a Joint Venture (JV) are allowed to bid for this project subjected to following condition.

The contractor/ JV partners shall not be blacklisted , demoted and debarred by Central Government, State government, PWD, Government undertaking, Public sector organisation, Urban local body, BMC and by the World Bank, JICA or any other international Financial institution as on date of submission of bidding document

4. The contracting firms shall have requisite experience and financial and organisational competence for the design, build and commissioning of the project.
5. In the event that a single party does not have all the necessary competence, the Tenderer may be a Joint Venture (JV) of not more than TWO organizations that jointly have the required competence in accordance with the qualification requirements.Tenderers/ JV firms that can

demonstrate suitable experience in the design and construction of similar type of works having Technical and financial background as specified below, are invited to tender for this package by submitting a complete Tender submission. The detailed qualification criteria required to be met are set out in the Instructions to Tenderers. The general qualification criteria is given below:

a. Financial Criteria-

Minimum Average annual construction turnover duly certified by Chartered accountant (in all classes of civil engineering construction works only) for the last 10 financial years, ending 31st March of the previous ten financial years, shall not be less than INR 120 crore.

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

b. Technical Criteria-

Experience of having either fully completed or substantially completed (i.e.80% of the contract value) similar works during last 10 years after 1st January 2011 anywhere in the world should be either of the following:

a. Three eligible completed works each costing not less than Rs 120 Cr.

Or

b. Two eligible completed works each costing not less than Rs 160Cr.

Or

c. One eligible completed work each costing not less than Rs 240Cr.

c. Specific Mandatory Experience

The Bidder should have successfully completed at least one work of Tunnel by TBM technology with segmental lining for sewage /water/waste water/transportation(including railways) of minimum finished dia. of 2400 mm in last 10 years i.e commissioned after 01.01.2011 as a prime Contractor or any JV partner (with minimum shareholding of 50%) anywhere in the world.

- At least one tunnel of length of 2.4 km OR
- At least two tunnels each having length of 1.9 km OR
- At least three tunnels each having length of 1.4 km

Eligible works:

The Eligible Projects Experience in relation to the “Eligible Projects” either fully completed or substantially completed (i.e.80% of the contract value based on payment received) after 1st January 2011 anywhere in the world.

For a project to qualify as an Eligible Project; It shall be either Underground Water tunnel or Sewage Tunnel or Underground metro rail / transportation tunnel by Segmental lining of minimum 2400 mm dia. and above for Govt./Semi Govt./Semi Govt. UT/PSU/ULB anywhere in the world.

d) General Criteria-

The qualification shall be also governed by the requirements prescribed in the order no. 1 under reference F.No.6/18/2019-PPD of Ministry of Finance, Government of India (subject: “Insertion of Rule 144 (xi) in the general Financial Rules (GFRs), 2017”) dated 23rd July 2020 and the clarifications issued vide Order no. 2 under even number dated 23rd July 2020 and Order No. 3 under even number dated 24th July 2020. It is clarified that the bids of the parties that do not comply with this requirement as of the final bid submission date shall be summarily rejected.

The Bidder has to submit the Certificate(s) in the format given in instruction to tenderer (ITT) for the relevant parties alongwith bid Packet A.

6. Joint Venture (JV) of maximum 2 (Two) firms is allowed in this tender.
JV Member(s) who have submitted the tender shall not associate with another JV/ be a Sole Applicant to submit the tender for this project. In such an event, all associated Member(s) are deemed to have conflict of interest and shall not be considered.
7. For purchasing the Tender documents, the Tenderers will have to get registered with BMC for e-tendering process and obtain login credentials to participate in the online Tender process. The details of the same are available on BMC portal (<http://portal.BMC.gov.in>), under e-procurement tab.
8. For registration enrolment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab. Vendors can get digital signature from any one of the Certifying Authorities (CA) licensed by controller of certifying authorities namely Safecrypt, IDRBT, National Informatics Center, TCS, CUSTOMS, MTNL, GSFC and e-Mudhra CA.
9. Blank Tender documents shall be downloaded from BMC’s portal (<http://portal.BMC.gov.in>) as per schedule at sr. No. 18 after online payment of INR 10,400/- plus applicable Tax (if any) by e-tendering process from approved banks under section “Payment of Tender Fees”.
10. Contracting firms registered with the Brihanmumbai Municipal Corporation and those who have paid a Standing Deposit shall also have to pay a fresh Tender Security/EMD for this Tender. ₹ 1.0 Cr shall be paid through online payment gateway and the balance ₹ 3.00 Cr shall be paid through Banker’s Guarantee (BG) valid for not less than 240 days from the date of submission and in the format attached. The employer shall accept BG only as per the format and from any of the banks provided in the list of banks included in the tender. Any bid not accompanied with bid Security shall be rejected by the Employer. All processing charges for Bank Guarantee along with the stamp duty as applicable shall be borne by the bidder.

Contracting firms registered with the Brihanmumbai Municipal Corporation and those who have paid a Standing Deposit shall also have to pay a fresh Tender Security/EMD for this Tender.

Any bid that is not accompanied with the bid security as given above shall be treated as non-responsive and shall be rejected by the Employer.

In case of JV the EMD shall be paid by the lead member of the JV.

11. e-tenders shall be uploaded as per schedule at sr. No. 18. Also, two sets of hard copies of Packet A and Packet B shall be submitted in sealed envelopes and delivered to the office of The Chief Engineer (MSDP) at the address.
12. A Pre-Tender meeting with the prospective Tenderers will be held as per schedule at Sr. No. 18. Only those Parties that have purchased the Tender Documents may attend the meeting. A maximum of three representatives from each Tenderer may attend the meeting. Any Tender requiring any clarification of the e-Tender document and /or the works may submit his questions/queries in writing/e-mail to reach the Ch.E.(MSDP)'s office at least 3 working days before pre bid meetings at the address mentioned in serial no. 17.
13. Packet A: Qualification and registration Submission of the Tender will be opened as per schedule at Sr. No. 18 in the presence of Tenderers' authorized representatives who choose to attend. Packet A shall contain all duly certified documents in accordance with Appendix B and Appendix C, ITT and as per e-tendering process.
14. Packet B shall contain all duly certified documents in accordance with Appendix E, ITT and as per e-tendering process Technical submission will be opened on BMC's above mentioned portal in the office of The Chief Engineer (MSDP) at the address mentioned below at Sr. No.17 and as per schedule at Sr. No. 18 (& will be continued on the next working day, if required) in the presence of Tenderers' authorized representatives who choose to attend.
15. The Price Packet (Packet C) of the responsive bidders will be opened after the technical evaluation, as per schedule at Sr. No. 18 In the event of the specified date of opening of the Tender being declared as a holiday for the BMC, the Tender shall be opened on the next working day. Tenderers should note that timing of submission/opening of the tender shall be considered as per BMC web time only.
16. The BMC reserves the right to cancel the e-tenders before submission/opening of e-tenders, to postpone the e-tenders submission/opening dates and to accept/reject any or all e-tenders without assigning any reason thereof at any stage.

17. Interested Tenderers may obtain further information from the Chief Engineer (MSDP) on working days between the hours of 11:00 and 16:00, excluding the Saturdays and Sundays of the month, at the following office address:

The Chief Engineer (MSDP)
2nd Floor, Engineering Hub Building
Dr. E. Moses Road, Worli
Mumbai – 400 018.
BMCportal : <http://portal.mcgm.gov.in>
E-mail id – che.msdp@mcgm.gov.in

18. The dates and time for uploading e-Tender & opening of the e-Tender are as under:

Event	Date	Day	Time (hrs)
The e-Tender sale will start from	10-10-2022	Monday	From 11.00
The last date of e-Tender fees & time for sale of e tenders	28-10-2022	Friday	Upto 12.00
The pre bid meeting	18-10-2022	Tuesday	11.30
Submission of Packet A, B & Packet C (Online) and receipt of EMD	28-10-2022	Friday	Upto 16.00
Packet 'A' Opening	31-10-2022	Monday	After 15.00
Packet 'B' Opening	02-11-2022	Wednesday	After 15.00
Packet 'C' Opening	07-11-2022	Monday	After 15.00

Pre bid meeting will be held in the office of CH.E (MSDP) on the date and time shown above at the following address,

The Chief Engineer (MSDP)
2ndFloor, Engineering Hub Building
Dr. E. Moses Road, Worli
Mumbai – 400 018.

If there are any changes in the dates the same will be displayed on the BMC Portal:
<http://portal.mcgm.gov.in>

Sd/-
Chief Engineer (MSDP)

Table of Contents

PART 1 – INTRODUCTION	1
1. General Description of the Works	1
2. Scope of Works	3
3. Proposed Structure of Contract	3
4. Time for Completion	3
PART 2 – INSTRUCTIONS TO TENDERERS	7
A. General	8
1. Scope of Tender	8
2. Joint Venture firms	8
3. Eligible Tenderers	11
4. Pre-Tender Meeting, Site Visits and Communication	12
5. Acknowledgement of Completeness by Tenderer	14
6. Corrupt Practice	14
7. Governing Law	15
8. Rights of the Employer	15
9. Cost of Tenders	15
B. The Tender Documents	15
10. Parts of the Tender Documents	15
11. Clarification of Tender Documents	16
12. Addenda to Tender Documents	16
C. Preparation of Tenders	17
13. Language of Tender	17
14. Period of Validity for Tender	17
15. Documents Comprising the e-Tender Submission	17
16. Tender Qualification Forms	18
17. Documents Establishing the Eligibility of the Tenderer	18
18. Documents Establishing the Qualifications of the Tenderer	18
19. Technical Proposal	18
20. Instructions for Completing the Pricing Schedules	18
21. Performance Bank Guarantee	19
22. Not Used.	19
23. Additional Documents	19
24. Packaging, Sealing and Identification of the Tender Submission	19
25. Digital Signing of the e-Tender	20
D. Submission of Tenders	20
26. Tender Security /EMD (Earnest Money Deposit)	20
27. Deadline for Submission of Tenders	22
28. Correspondence with the Tenderer	22
29. Multiple Tender Submissions and Withdrawal	22
30. Opening of Tenders	22
31. Late Tenders	24
E. Evaluation of Tenders and Tenderers	24
32. Confidentiality	24
33. Clarification of Tenders	24

34	Responsiveness of Tenders	25
35	Evaluation of Tenders and Tenderers.....	25
36	Errors and Corrections.....	26
37	Employer’s Right to Accept or Reject Tenders	27
F. Award and Contract Execution.....		27
38	Notification of Acceptance of a Tender Submission	27
39	Contract Documentation.....	27
40	Labour and Pension Schemes.....	28
41	Tax Certificates.....	28
42	Signing of Contract	28
43.	Disclaimer.....	28
44	Environmental Clearance	30
45	Sub Contractor	30
46	Contract Execution.....	30
APPENDIX-A Tender Data Sheet (TDS)		31
APPENDIX-B Qualification Criteria		35
APPENDIX-C Tenderer Qualification Forms		45
APPENDIX-D Tender Forms		68
TENDER SECURITY BANK GUARANTEE (Packet A)		75
APPENDIX-E Tender Submission Requirements		80
APPENDIX-F – PRICING SCHEDULE.....		85
APPENDIX-G Contract Document.....		97
APPENDIX-H MEMORANDUM OF UNDERSTANDING		98
APPENDIX-I ELIGIBILITY CONDITIONS GOI CIRCULAR.....		102

PART 1 – INTRODUCTION

1. General Description of the Works

The Works will be located along an extremely busy road (Link Road), with the 0.4km of the 2,600mm finished internal diameter tunnel passing under environmentally sensitive mangroves. The tunnel alignment is proposed along the Existing Mumbai Metro 2 alignment from shaft S12 to S08. There is a 90 degrees turn in the alignment from intermediate shaft S10. However all care shall be taken by continuous monitoring of the tunnel alignment so that the tunnel progress without deviations, surface settlements and disturbing Metro Piles. The works proposed within shaft sites and in the proposed tunnel corridor are in close proximity to private properties and below ground services as indicated in the Drawings. Services shown on the drawings should not be considered as a complete and accurate representation of all services and the Contractor must carry out its own investigations/ surveys to determine the precise location of services.

The Contractor's attention is drawn to the residential and commercial properties in the vicinity of proposed shafts. The Contractor shall minimise disturbance to all existing structures and ensure that adjoining structures are not disturbed due to project work. The Contractor shall be responsible for any damage to the structures.

The work facilitating the tunnelling in stages.

The Works for the Design and Build of the tunnel sewer from **Goregaon Pumping Station to New Malad IPS** shall broadly comprise but not be limited to the following

-

- a) Design and construction of 2600mm Internal Diameter (ID) tunnel by segmental lined bored method from Tunnel Shaft S08 (Near Existing Malad WWTF) to Tunnel Shaft S012 (Near Goregaon Bus Depot on Link Road), of total estimated length 4.75km.
- b) Design and construction of 1,800mm ID tunnel by microtunnelling/Pipe Pushing and Jacking method from Tunnel Shaft DS12 to Tunnel Shaft S12 (Goregaon Bus Depot) of estimated length 60m and 1,400mm ID from DS09 to S09 at Malad bus depot of estimated length 30m.
- c) Structural design including detailing of reinforcement for the Permanent Works.
- d) Design and Construction of all Permanent Works (and any temporary works provided by the Contractor), to the general arrangement and levels shown on the Drawings.
- e) Design & Construction of two (2) Drop Shafts no. DS09 and DS12. Numerical modelling of DS09 shall be done by contractor
- f) Design & Construction of seven (7) permanent Segmental Tunnel shafts no. S08, S08A, S09, S09A, S10, S11 and S12.
- g) Design and construction of Assembly and tail tunnel based on design & methodology of construction.
- h) Design & Construction of Four (4) screen chambers S08/SC08, SC09, SC11 and SC012.

- i) Design and Construction of all upstream feeder sewers, manholes, Diversion chambers etc by open-cut method, microtunnelling or pipe pushing & jacking or conventional tunnelling as shown in drawings Volume IIC.
- j) PU coating shall be provided in all shafts and all Screen Chambers.
- k) Design, Procurement, Installation and commissioning of all motorised bar screens and sluice gates along with electrical works required for successful completion and commissioning of the project.
- l) Design, construction, testing and commissioning of 5m ID tunnel by NATM (New Austrian Tunneling Method) as shown on drawing.
- m) Design, construction, testing and commissioning of 3m ID tunnel (both horizontal and vertical combined)- by NATM (New Austrian Tunneling Method) as shown on drawing.
- n) 1200mm ID stub pipe shall be provided at shaft S08A to connect future Microtunnel along Lagoon Road.
- o) Design, construction of Screen operator cabin for screen chambers S08/SC08, SC09, SC11 and SC012.
- p) Identification and confirmation of the line and level of existing sewers at each Tunnel Shaft location to facilitate future connections.
- q) Identification and protection or diversion of all utilities (including communications, electrical HV and LV cables/chambers, water mains, storm water drainage channels and pipelines etc) within each work site as required. Utilities marked if any in the drawings are indicative only.
- r) Provision of temporary power for construction period and Tests on Completion, including all commissioning.
- s) Ensuring minimum disturbance to the operation of the Employer's existing facilities by permitting the operation of all existing sewers for the duration of the construction period.
- t) Restoration of work sites.
- u) Conducting all Tests on Completion in accordance with these Employer's Requirements.
- v) Submission of as-built documentation and any other documents as required by the Contract.
- w) Handover of the completed Works to the Employer.
- x) Contractor shall carry out the work of tunnel boring operation with high precision where tunnel alignment is passing very close to existing Metro II piles.
- y) The dimensions like length, dia etc. of proposed upstream sewer lines given in tender drawings Volume IIC are indicative only. Exact dimensions shall be determined by the contractor during execution and work of the same shall be completed in the contractors quoted price.

The Works are located along an extremely busy road (Link Road), with approximately 0.4 km of tunnel passing under environmentally sensitive mangroves.

The works proposed within shaft sites and in the proposed tunnel corridor are in close proximity to private properties, adjacent to metro corridor and below ground services as indicated in the Drawings. Services shown on the Drawings should not be considered complete and accurate representation of all services and the Contractor must carry out its own investigations/ surveys to determine the precise location of services

The Contractor's attention is drawn to the residential and commercial properties in the vicinity of proposed shafts. The Contractor shall minimise disturbance to all existing structures and shall be responsible for any damage to structures

The following general requirements shall be applicable for microtunnels, segmental tunnels, and shaft construction -

1. Control Blasting may be allowed for shaft no S08 & S08A and for NATM Tunnels of ID 5.0m & ID 3.0m at existing Malad STP. For additional details Refer clause 7.22, Vol II – Employers Requirements.
2. The method for temporary support systems for the shafts shall take due cognisance of limited working space available on site and existing underground utilities.
3. The Contractor shall submit complete details of the shaft shoring systems for approval of the Engineer. However, acceptance by the Engineer shall not relieve the Contractor from his obligations and responsibilities.
4. Appropriate dewatering systems to dewater the ground water and water/ sewage from sewers and any existing pipelines shall be adopted. Contractor to take adequate actions & care to minimize groundwater ingress with pregrouting of strata or any other suitable methods. Rate of dewatering shall also be such that adjoining structures are not disturbed due to soil movement due to dewatering.
5. The Contractor will be responsible for disposal of excess excavated material and shall bear cost for the same.
6. Testing of the completed works.

2. Scope of Works

The scope of works required is as shown in the Vol IIC- Drawings and described in the Vol II- Employer Requirement.

3. Proposed Structure of Contract

The successful Tenderer shall enter into a Contract to design and construct the facilities including successful commissioning. After the successful commissioning of the plant Taking-over Certificate shall be issued but the Contractor shall remain responsible for the Defects Liability Period of 3 year after successful completion of the project, at the conclusion of which, the Engineer shall issue the Performance Certificate.

4. Time for Completion

The Time for Completion, which is the time from the Commencement Date to the issue of the Final Taking-Over Certificate, shall be as given in the Conditions of Contract.

PART 1B – SPECIAL INSTRUCTIONS TO BIDDERS PARTICIPATING IN e-TENDERING OF BMC

1. The e-Tendering process of BMC is enabled through its Portal ‘<http://www.BMC.gov.in>’.
2. All the tender notices including e-Tender notices will be published under the ‘e-Tenders’ section of BMC Portal.
3. All the information documents are published under the ‘e-Procurement’ section of BMC Portal.
4. All interested bidders are required to be registered with BMC for e-Tendering process. Bidders not registered with BMC can apply online by clicking the link ‘Vendor Registration’ under the ‘e-Procurement’ section of BMC Portal. Bidders already registered with BMC need to contact helpdesk to extend their registration to e-Tendering process.
BMC has opened a help desk at Ch.Eng.(MSDP)’s office to help the bidders and the contact person and number is as under.
Shri. Santosh Kulkarni ,E.E.(MSDP) Mob. No.- +91 -9869903848
Shri. Rajesh Patil, A.E .(MSDP) Mob. No.- +91- 9833714299

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

- I. Transfer from R3 (Registered Bidders with BMC) to Supplier Relationship Module (SRM)
 - a) Bidders 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 bidders 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.
5. No manual offers sent by Post/Fax or in person shall be accepted against e-tenders even if these are submitted on the firm’s letter head and received in time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
6. Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the bid document as well as confirmation of the bid offered by the bidder which shall include acceptance of special directions/terms and conditions incorporated, if any.
7. All the documents and data submitted by bidder online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the bidders willing to participate in e-Tendering to procure digital signature certificate of class-2/class-3 and ‘Company’ Type.
8. Bidders can procure digital signature certificate from any of the certifying authorities (CA) in India.
9. The browser settings required for digitally signing the uploaded documents are listed in the document ‘Browser Settings’ in e-Procurement section.

10. In order to participate in an e-Tender, the registered bidders need to follow the steps given below.
 - a) Open the e-Tendering application by clicking the link available in ‘e-Tendering’ section of 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) Login to the application with your credentials and follow the instructions given in the document ‘User Manual for Vendors–Bidding Process’ which is available in the ‘e-Procurement’ section of 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 bidder can register his interest to participate. Without Registration one cannot quote for the Bid/Tender. Download all the documents by clicking the links Folder “BMC’s Documents”, which includes the bid documents along with other relevant information documents.
 - e) Pay EMD as per the instructions given in the Tender Notice and/or Bid Document and upload the online generated receipt.
 - f) Upload the tender (bid) documents as specified in the Sr.No. 13 below of this document, in the same folder named “Bidder’s Documents”. System will prompt for digital signature certificate while uploading these documents.
 - g) The bidder shall download the technical schedules, tender form, deviation schedule & other documents where the information is to be filled in, take out the print, fill up the required information and sign, scan the schedules and upload the same in the folder named “Bidder’s Documents”.
 - h) Download all the documents uploaded by bidder to verify/ensure that the documents are uploaded properly.
 - i) Submit the Commercial bid (Packet C) by filling in the values on the screen. All the inputs given on this screen need to be digitally signed and saved.
 - j) The technical bid (Packet B) and commercial bid (Packet C) shall be submitted online on and before the date and time mentioned for submission of bids. If not uploaded, the bidder will be disqualified from the bidding process.
 - k) The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version. Bid creator (BMC) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.
 - l) Ensure that your bid is submitted by verifying the ‘Bid Status’ of the bid in the initial bids listing screen as ‘Bid submitted’.
11. Bidders are requested to submit and upload the e-tenders in time on or before the stipulated day so as to avoid rush at the closing hours. 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 Bidders or sent to Bidders, if not received or bounced back at the receiving end due to any problem in server or connectivity, BMC shall not be held responsible.

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

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

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

13. All the documents as specified in ITT, shall be uploaded in Packets A, B and C by the bidders in the folder named “Bidders Documents” in the online e-Tender.

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

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

Note:

The bidder should furnish e-mail ID's of the firm for communication

If the additional information send by M.C.G.M. by e-mail on the bidders e-mail ID as provided by them in the information in bid is not delivered OR in return reply e-mail of additional information is not received to M.C.G.M. in stipulated time, in such lapses M.C.G.M shall not be responsible. And it will be treated as Non-compliance of additional information by the Bidders.

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

Mandatory Requirement (must be uploaded) Once the e-Packet C opening date and time (Price Bid opener filled online date and time) is passed, BMC can open the commercial online Bid submitted by the bidder. A bid comparison report would be generated which will give ranking of bidders according to the total cost.

The final selection will be as per evaluation method as specified in ITT.

NOTE:

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

- Start Date read as “Sale Date”
- End Date read as “Submission Date”
- Supplier read as “Contractor/ Bidder”
- Vendor read as “Contractor/ Bidder”
- Vendor Quotation read as “Contractor’s Bidders Offer
- Purchaser read as “Department/BMC”

PART 2 – INSTRUCTIONS TO TENDERERS

A.	General	8
B.	The Tender Documents	15
C.	Preparation of Tenders	17
D.	Submission of Tenders	20
E.	Evaluation of Tenders and Tenderers	24
F.	Award and Contract Execution	27

A. General

- 1. Scope of Tender**
- 1.1 In connection with the Invitation to Tender, the Employer, as defined in the Tender Data Sheets (TDS), issues these Tender Documents to Tenderers interested in tendering for the works described in PART 1–INTRODUCTION and Volume II Employer’s Requirements. The Packet number and the name corresponding to this Tender is provided in the TDS.
- 2. Joint Venture firms**
- 2.1 In the event that a single party does not have all the necessary competence, the Tenderer may be a Joint Venture (JV) of not more than TWO organizations that jointly have the required competence in accordance with the qualification requirements
- 2.2 Separate identity/name shall be given to the Joint Venture firm.
- 2.3 The tender form shall be purchased by Lead member/JV and submitted in the name of the JV firm.
- 2.4 In case the bid is submitted by a JV, the Lead Member shall have minimum 51% shares and the other Member shall have a minimum of 26% share.
- 2.5 One of the members will be required to act as lead member representing the Joint Venture and the duties, responsibilities and power of such lead member shall be specifically indicated and supported by power of attorney and terms of Joint Venture Agreement.
- 2.6 JV Member(s) who have submitted the tender shall not associate with another JV/ be a Sole Applicant to submit the tender for this project. In such an event, all associated Member(s) are deemed to have conflict of interest and shall not be considered.
- 2.7 Once the tender is submitted, the agreement shall not be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited.
- 2.8 Approval for change of constitution of JV firm shall be at the sole discretion of the BMC. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiating. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.
- 2.9 Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility

criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.

- 2.10 On award of contract to a JV firm, they should register them self. Performance Guarantee shall be required to be submitted by the JV firm /Lead partner as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, etc. shall be accepted only in the name of the JV firm/Lead Partner.
- 2.11 On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 2013. This agreement shall be submitted by the JV firm to the BMC before signing the contract agreement for the work. (This agreement format should invariably be part of the tender condition). In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.
- 2.12 In accordance with Sub-Clause 1.14 of the Conditions of Contract, the Tenderers are advised that if the Contractor is a JV, all participants in the JV shall be jointly and severally liable to the Employer for the performance of the Contract and shall signify in writing that they agree to be so bound. This shall be in the form of the Joint Venture Agreement which shall be furnished as part of the e-Tender Submission.
- 2.13 All participants in the JV shall undertake and declare that the Lead Member shall represent all the members of the Joint Venture and shall at all times be liable and responsible for discharging the functions and obligations of the Joint Venture; and that members of the joint Venture shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Employer shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Employer shall have the right to release payments solely to the registered JV and shall not in any manner be responsible or liable for the inter re allocation of payments among members of the Joint Venture.
- 2.14 This joint venture agreement shall have, inter-alia, following clauses:-
 - i) **Joint and several liability** - The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (BMC) for execution of the project in accordance with General and Special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to

- the BMC during the course of execution of the contract or due to no execution of the contract or part thereof.
- ii) **Duration of the Joint Venture Agreement** -It shall be valid during the entire period of the contract including the period of extension (if any)plus defect liability period.
 - iii) **Governing Laws** - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws within jurisdiction of competent court in Mumbai city.
 - iv) **Authorized Member** -Joint Venture members shall authorize lead member on be-half of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.
 - v) No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract till defect liability period .
 - vi) JV agreement and stamp duty shall be borne by the JV firm.

2.15 Documents to be enclosed by the JV firm along with the tender,

- i.) In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:
 - a. Notary certified copy of the JV agreement,
 - b. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
 - c. Power of Attorney (duly registered as per prevailing law) in favour of one of the partner to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.

- ii) In case one or more members is/are limited companies, the following documents shall be submitted:
 - a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
 - b. Copy of Memorandum and articles of Association of the Company.
 - c. Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

3. Eligible Tenderers

- 3.1 The eligibility criteria listed in this Clause shall apply to the Tenderers.
- 3.2 The Tenderer may have the nationality of any country unless otherwise stated in the TDS. The Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen, or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country, as evidenced by its Articles of Incorporation or Documents of Constitution and its Registration Documents.
- 3.3 A Tenderer shall be a private, public or government owned legal entity, or any combination of them in the form of a Joint Venture (JV). In the case where the Tenderer is a JV, it shall comply with the additional requirements as set out in the Tender documents
- 3.4 Not used
- 3.5 Tenderers shall not have a Conflict of Interest as described in the TDS. Tenderers shall have an obligation to disclose any situation of actual or potential conflict that impact their capacity to serve in the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to rejection of the Tender, or eventual termination of the Contract.
- 3.6 Tenderers or partners in the JV shall not eligible to submit the tender if-
- a. Any entity, or any entity controlled by it, which has been barred by any public entity including Central government, State Government / Government Undertaking/ Public Sector organization/Multilateral funding agency/ Urban Local Body/ Brihanmumbai Municipal Corporation/ World Bank, JICA or any other international Financial institution from participating in any project, and such debarment is in force at the time and date of submission of Tender, shall not be eligible to submit a Tender unless the Tenderer submits documentary evidence that such debarment has been stayed or revoked by the competent authority (designated appeal authority, arbitral tribunal or Court). This shall be applicable for all partners in the JV
 - b. Not used
 - c. Any Tenderer OR any of the JV members associating with any tenderer that has been expelled from any project or contract by any public entity in last 3 (three) years from the date of submission of bid.
 - d. Not used
 - e. Non Performance / Failure to Perform shall be based on all information on fully settled dispute OR litigation that has been resolved in accordance with the Dispute Resolution mechanism under the respective contract.
 - f. Sole proprietary Organizations are not eligible to bid this tender
 - g. Not used

- h. In case of International Tenderers(not sharing borders with India), the Govt. of India Security Clearance certificate shall be considered as mandatory requirement during tender evaluation. For those tenderers, who become eligible for evaluation of Technical Packet B as specified under ITT clause 43, the Employer/BMC shall apply to the Govt. of India for such clearance certificate to the concerned department. Such tenderers shall submit all necessary information and documents to BMC for obtaining security clearance. The Employer shall not be responsible if the Govt. of India and/or any of its departments or agencies do not accord security clearance to the tenderer and shall have right to reject such tender.
- i. The qualification shall be also governed by the requirements prescribed in the order no. 1 under reference F.No.6/18/2019-PPD of Ministry of Finance, Government of India (subject: “Insertion of Rule 144 (xi) in the general Financial Rules (GFRs), 2017”) dated 23rd July 2020 and the clarifications issued vide Order no. 2 under even number dated 23rd July 2020 and Order No. 3 under even number dated 24th July 2020.If this requirement is not met as of final date of submission, the bid shall be summarily rejected.

The Bidder has to submit the Certificate(s) in the format given in Appendices for the relevant parties alongwith bid Packet A.

- 3.7 Entities owned by the State Government or the Government of the Republic of India shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law and that they are not dependent agencies of the Government.
- 3.8 Tenderers shall provide such evidence of their eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 3.9 A Tenderer submission may be submitted by a) A single entity as the Tenderer; or b) A joint venture, consisting of maximum 2 (two) entities, firms or individuals combining their resources in a joint venture to form the Tenderer and, if successful, to enter into and perform the Contract jointly (a “JV”)(agreement registered under Registration Act 1908).

4. Pre-Tender Meeting, Site Visits and Communication

- 4.1 (a) An official representative of each Tenderer will be invited to attend a Pre-Tender Meeting with the Employer and all of the other Tenderers collectively. No individual meetings will be permitted. The time and location of the Pre-Tender Meeting will be advised by the Employer early in the Tender Process.

(b) The purpose of the Pre-Tender Meeting is to provide Tenderers with an opportunity to clarify any matters pertaining to the Tender Process and to the Tender Documents. Tenderers are requested to submit questions in writing by e-mail (che.msdp@BMC.gov.in) in

PDF format duly signed and stamped by tenderer and the same queries in excel format as mentioned below preferably at least 3 (three) working days prior to the Pre-Tender Meeting, to the Contact Person to facilitate a response at the Pre-Tender Meeting

Sr. No.	Volume	Clause No. & page	Tender Clause Details	Bidder's Query

(c) Minutes of the Pre-Tender Meeting, including the text of the questions raised and the responses given together with any responses prepared after the Pre-Tender Meeting will be transmitted to all Tenderers. Any modifications to the Tender Documents which may become necessary as a result of the Pre-Tender Meeting shall be made by the Employer exclusively through the issuance of an Addendum pursuant to ITT 12.

(d) Non-attendance at the Pre-Tender Meeting will not be a cause for disqualification of a Tenderer. However the absent tenderer shall be bound by such decisions and changes made during the pre-tender meeting as mentioned in 4.1(c).

4.2 Tenderers are encouraged to submit their respective Tenders after visiting the sites and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matters considered relevant by them.

Each Tenderer shall visit the Site on the understanding that the Employer shall grant permission to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Employer shall not be liable in any way for the death of or personal injury to the Tenderer's personnel or representatives, loss of or damage to property and any other loss, damage, costs and expenses incurred by the Tenderer as a result of the inspection. The Tenderer shall hold current insurances capable of providing indemnity against these risks.

4.3 Communications:

1. Any communications from the Employer in connection with the Tender shall be provided by the means set out in the TDS.
2. Any communications from Tenderers to the Employer in connection with the Tender shall be in writing and forwarded to the Employer's representative (the Contact Person) as set out in the TDS.
3. The Employer will not disclose information relating to the evaluation of Tender Submissions and recommendation of

Contract Award to Tenderers or any other persons not officially concerned with the Tender Process until the Employer communicates information on Contract Award to all Tenderers.

5. Acknowledgement of Completeness by Tenderer

- 5.1 It shall be deemed that by submitting the Tender, the Tenderer has:
1. made a complete and careful examination of the Tender Documents;
 2. received all relevant information requested from the Employer;
 3. accepted the risk of inadequacy, error or mistake in the information provided in the Tender Documents or furnished by or on behalf of the Employer; and
 4. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 5.2 The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender Documents or the Tender Process, including any error or mistake therein or in any information or data given by the Employer.

6. Corrupt Practice

- 6.1 It is the Employer's policy to require that Tenderers, suppliers, and contractors and their subcontractors under these contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, 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, 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* means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair competition in the Tender process.
 - (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) The Employer will reject a Tenderer if it determines that:
1. The Tenderer has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive

practices in competing for the contract in question;

2. The Tenderer has misrepresented facts or submitted incorrect, false or misleading information in the Tender Submission.

- 7. Governing Law**
- 7.1 The Tender process shall be governed by and construed in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Tender process.
- 8. Rights of the Employer**
- 8.1 The Employer, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (i) suspend and/ or cancel the Tender and Tendering Process and/ or amend and/ or supplement the Tender and Tendering Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Tenderer in order to receive clarification or further information;
 - (iii) retain any information and/ or evidence submitted to the Employer by, on behalf of, and/ or in relation to any Tenderer; and/ or
 - (iv) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Tenderer.
- 8.2 It shall be deemed that by submitting the Tender, the Tenderer agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Documents, pursuant hereto, and/ or in connection with the Tender and Tendering process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 9. Cost of Tenders**
- 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender. The Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process.

B. The Tender Documents

- 10. Parts of the Tender Documents**
- 10.1 The documents for the Tender (hereinafter -Tender Documents) consists of the various Parts as given in the TDS.
- 10.2 The Invitation to Tender issued by the Employer is not part of the Tender Documents.
- 10.3 The Employer accepts no responsibility for the completeness of the Tender Documents and any addenda unless they were obtained directly from the Employer.

- 10.4 The Tenderer shall examine all instructions, forms and terms in the Tender Documents and furnish all information or documentation required by the Tender Documents.
- 10.5 The Tenderer shall review the Tender Documents including any addenda issued and the scope of any permits, licences, approvals and consents which the contract requires. By submitting a Tender, the Tenderer confirms that it is able to comply and abide with all requirements of the Tender Documents.
- 11. Clarification of Tender Documents**
- 11.1 A prospective Tenderer requiring any clarification of the Tender Documents shall contact the Employer in writing and through e-mail (PDF/Excel) at the Employer's address indicated in the TDS.
- 11.2 The Employer will respond in writing to any request for clarification provided that such request is received at least 3 working days before pre-bid meeting date. No further queries will be entertained after pre-bid meeting. The Employer shall forward copies of its response to all Tenderers who have acquired the Tender Documents directly from the Employer including a description of the inquiry but without identifying its source.
- 11.3 Should the Employer deem it necessary to amend the Tender Documents as a result of a clarification, it shall do so following the procedure under ITT 12.
- 12. Addenda to Tender Documents**
- 12.1 At any time prior to the deadline for submission of Tenders, the Employer may provide clarification of the Tender Documents by issuing addenda.
- 12.2 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Employer. Tenderers shall immediately acknowledge the receipt of each such Addendum by facsimile messages, letters or email addressed to the Contact Person. Any such Addendum shall then become part of the Tender Documents and shall be treated as such by the Tenderer. No statement issued or made by the Employer or its representatives, whether orally or in writing, during the Tender period shall have any contractual validity unless they are included in an Addendum.
- 12.3 To give prospective Tenderers reasonable time to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders.
- 12.4 The Tenderer shall incorporate any Addenda to the Tender Documents issued in accordance with these Instructions to Tenderers into its Tender Submission and the Tenderer shall acknowledge issued Addenda in the Letter of Tender.

C. Preparation of Tenders

NOTE: All the documents uploaded for online submission must be digitally signed and self-attested with digital signature by the Tenderer.

- 13. Language of Tender** 13.1 The Tender Submission as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer shall be written in English. Supporting documents and printed literature that are part of the Tender may be in another language, provided they are covered by an accurate translation of the relevant passages in English.
- 14. Period of Validity for Tender** 14.1 The Tender shall remain open for acceptance for the period stated in the TDS (the Original Tender Validity Period i.e.240 days). Prior to expiry of the Original Tender Validity Period, the Employer may request that the Tenderers extend the period of validity of their Tender Submissions for a specified additional period. The request and the responses shall be made in writing in accordance with ITT 4.3. A Tenderer agreeing to the request will not be required or permitted to modify its Tender Submission and shall be deemed to have accepted the same Contract terms that applied to the Tender Submission submitted by the Submission Deadline, including price schedule.
- 14.2 The tenders of tenderers disagreeing to such request for extending the validity period shall not be further evaluated for award of contract and such tenders shall not be entitled or allowed for any claim regarding the evaluation process or award of contract.
- 15. Documents Comprising the e-Tender Submission** 15.1 The e-Tender Submission shall comprise the following:
1. Tender Qualification Forms, in accordance with ITT 16; and bidder registration in [Packet A]
 2. Documentary evidence establishing the Tenderer's eligibility and qualification to e- Tender, in accordance with ITT 17 and 18; [Packet A]
 3. Tender Qualification Forms, in accordance with ITT 16; and Tender Forms (appendix D) except LETTER OF TENDER.- [Packet C]
 4. One complete soft copy of e-tender, Addenda issued (if any) with each page digitally signed by the authorised person before uploading and submitting the e-tender online. -[Packet A]
 5. Additional documents required as specified in ITT 23 – [Packet A].
 6. Completed Technical proposal in accordance with ITT 19; [Packet B]
 7. Evidence in writing that the Performance Bank Guarantee in accordance with ITT 21 will be provided -[Packet C]
 8. The Financial Submission, which shall include the Letter of Tender, (folder 'C') submitted and uploaded online.
 9. Two sets of Hard copies of Packet A, Packet B shall be

submitted in sealed envelopes and delivered to Chief Engineer (MSDP) up to four working days from due date of Tender submission in separate packets along with indexing and page no. at the address as given in the TDS during office hours.

- 16. Tender Qualification Forms**
- 16.1 The Tenderer shall prepare the Tender Qualification Forms using the forms furnished in Appendix C, Tenderer Qualification Forms. These Forms must be completed without any alteration to their format.
- 16.2 Tenderer shall fill Tender forms in Appendix D.
- 17. Documents Establishing the Eligibility of the Tenderer**
- 17.1 To establish its eligibility in accordance with ITT 3, the Tenderer shall supplement the eligibility declarations with documentary evidence.
- 18. Documents Establishing the Qualifications of the Tenderer**
- 18.1 To establish its qualifications to perform the contract(s) in accordance with Appendix B, Qualification Criteria, the Tenderer shall provide the information requested in the corresponding Information Sheets, Tenderer Qualification Forms.
- 19. Technical Proposal**
- 19.1 The Tenderer shall submit with its Tender Submission a technical proposal containing the information detailed in Appendix E to these Instructions to Tenderers.
- 20. Instructions for Completing the Pricing Schedules**
- 20.1 The Tenderer shall complete the Pricing Schedule in accordance with the instructions to the pricing schedules. The Tenderer shall use an indexing and page numbering system such that the extent and completeness of its Pricing Schedules is clearly evident.
- 20.2 The Employer may, at its sole discretion, reject any e- Tender Submission that does not adhere to the requirements of these ITT and the instructions in the Pricing Schedules.
- 20.3 The Tenderer's shall quote lumpsum cost put to tender and shall properly cover the full inclusive value of all the works covered in the project..
- 20.4 If the Employer considers, at its sole discretion, that a Tenderer's quote is abnormally high or, alternatively, abnormally low, the Employer shall ask the Tenderer to provide, in writing, clarification of how the rates and/or prices have been determined to the extent that the Employer considers relevant. The Employer shall verify those elements and take into account the clarifications received in determining whether or not the Tender Submission complies with the requirements of ITT20.3. The Employer's decision as to whether or not an e- Tender has complied with these requirements shall be binding, subject only to the provisions of ITT 37, and the Employer may, at its sole discretion, reject any e-Tender Submission that does not adhere to the requirements of this ITT.

- 20.5 The Tenderer shall ensure that there is no reference to, or restating of e-, tender lumpsumamount anywhere except Packet C and folder named as “C” of the e-Tender Submission.
- 21. Performance Bank Guarantee**
- 21.1 The Tenderer shall submit, in its Tender Submission, evidence in writing from any bank acceptable to the Employer that, if the Tender is successful, the Performance Bank Guarantee will be made available within the timescales required by the Contract.
- 21.2 The applicable bank will be required to enter into the Performance Bank Guarantee jointly with the Tenderer who is awarded the Contract in the sums set out in the TDS for the due performance of the Contract.
- 21.3 The Performance Bank Guarantee shall be in the form of the Form of Performance Bank Guarantee included in Volume IV – Contract Forms and shall be valid for the period stated in TDS.
- 21.4 The Performance Security shall be in the form of a Bank Guarantee, it shall be issued either by a Nationalized or Schedule commercial Bank located in India” the issuing bank located beyond Mumbai shall confirmed/counter-signed by the bank’s Mumbai branch.
- 22. Not Used.**
- 23. Additional Documents**
- 23.1 The Tenderer shall complete and submit a Power of Attorney for the person duly authorised to sign on behalf of the Tenderer in the format provided in Appendix D Tender Forms.
- 23.2 For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.
- 24. Packaging, Sealing and Identification of the Tender Submission**
- 24.1. Deleted
- 24.2The contents of the Packets A, B and C to be uploaded shall be in accordance with Appendix E and as per e-tendering process.
Also, two sets of hard copy of **Packet A and Packet B** should be submitted in sealed envelopes and delivered to the Chief Engineer, (MSDP) in next four working days after the date of online submission of e-Tender at the address as given in the TDS during the office hours.
The Tender Submissions shall be packaged to ensure the financial aspects are kept separate to the qualification and technical aspects of the Tender Submission. The Tender Security will be submitted online through specified bank gateway.
- (a) The first package (Packet A) shall be labelled Tender Submission Documents and shall include the tender qualification forms, tender forms and bidder registration form.

- (b) One complete scanned copy of the Tender Documents and any Tender Addenda in Packet A with each page initialled and stamped by the authorised person.
- (c) The second package (Packet B) shall be labelled Technical Submission and this shall contain all required documents as per Appendix E.

25. Digital Signing of the e-Tender

- 25.1 E-Tenderers shall be digitally signed by the person duly authorized to digitally sign on behalf of the Tenderer as specified in the Tender Document comprising the Tender as described in ITT-15 before uploading and submitting the e-Tender online
- 25.2 The person submitting e-Tender online shall sign/digitally sign each page of the e-Tender.

D. Submission of Tenders

26. Tender Security/EMD (Earnest Money Deposit)

- 26.1 The Tenderer shall furnish as part of its e- Tender Submission a tender security/EMD (Earnest Money Deposit) in the amount, validity, currency and form set out in the TDS from a bank acceptable to the Employer.
- 26.2 Contracting firms registered with the Municipal Corporation of Greater Mumbai and those who have paid a Standing Deposit shall also have to pay a fresh Tender Security/EMD for this Tender. ₹ 1.0 Cr shall be paid through online payment gateway and the balance ₹ 3.00 Cr shall be paid through Banker's Guarantee (BG) valid for not less than 240days from the date of submission and in the format attached. The employer shall accept BG only as per the format and from any of the banks provided in the list of banks included in the tender. Any bid not accompanied with bid Security shall be rejected by the Employer. All processing charges for Bank Guarantee along with the stamp duty as applicable shall be borne by the bidder.
- 26.3 The tender security of a JV shall be in the name of the JV that submits the e-Tender Submission provided that the JV has been legally constituted as a separate entity prior to the Submission Deadline.
If the JV has not been legally constituted as per the law of the land to form a separate legal entity prior to the Submission Deadline, the tender security (in all mode of tender security payments) shall be paid by and in the name of the lead member of the JV.
The lead member shall complete Vendor Registration as per Employer's prescribed procedures (as per sr. no.8 and 9 of NIT and other related clauses of ITT) prior to submission of tender. JV legal name shall appear in tender form nos. 1.1 and 1.2. In case of award all members should complete registration formalities.
- 26.4 Any Tender Submission shall be accompanied by the tender security and BG along with stamp duty.

26.5 The tender security/EMD of L2 and other higher bidders (L-3, L-4 etc) shall be refunded immediately after opening of financial bid. In case the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend 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 tender security/EMD to the Employer within stipulated time period i.e 15 days the employer will process further as per normal procedure.

26.6 The Employer shall return the tender security/EMD (Earnest Money Deposit), of the successful Tenderer as promptly as possible once the successful Tenderer has signed the Contract and furnished the Performance Bank Guarantee and all the documents required for issuing of work order, as required under the Contract.

The Employer shall return the tender security/EMD (Earnest Money Deposit) which is paid through Online Payment Gateway, either to the registered account details of the Vendor in India or to the account from which the transaction has been made to the BMC account where Indian account does not exist in the vendor details.

26.7 The Employer shall be entitled to draw on the tender security/EMD (Earnest Money Deposit) and the Tenderer shall forfeit its tender security/EMD (Earnest Money Deposit) if:

- (a) i) Tenderer withdraws its Tender Submission during the period of tender validity set out in ITT 14;
ii) If the tender rejects correction pursuant to clause no 36
- (b) the successful Tenderer fails to:
 - i.) sign and execute the Contract in accordance with ITT 42; or
 - ii.) furnish the documents, including Performance Bank Guarantee, in accordance with ITT 21.
- (c) For non-curable defects, 10% of the, Tender Security/EMD (Earnest Money Deposit) shall be forfeited and tender shall be liable for rejection.
However, no rejections and forfeiture shall be done in case of curable defects

Note:

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

A. Non-submission of following documents,

1. Valid Registration Certificate
2. Valid Bank Solvency
3. GST Registration Certificate
4. Certified Copies of PAN documents and photographs of individuals, owners, etc
5. Partnership Deed and any other documents

- 6.. Undertakings as mentioned in the tender document
- 7. Stamp Duty Payment on EMD Bank Guarantee

B. Arithmetical Errors in calculation of Bid Capacity

C. No proper submission of experience certificates.

These documents shall be submitted within 10 days from the date of request. Non submission documents within 10 days from the date of request shall be considered as Non Curable defects and provisions of Non Curable defects shall be applied

I) Non-curable Defect shall mean,

- a.) inadequate submission of tender security amount , andand the tender security bank /guarantee being not valid for 240 days from the date of tender submission
- b.) inadequacy of technical and financial capacity with respect to Eligibility Criteria as stipulated in the tender

26.8 No interest shall be paid on EMD

27. Deadline for Submission of Tenders

27.1 Tenderers shall submit and upload their Tender Submissions Online. Tenders should be received electronically online by the Employer no later than the deadline indicated in the TDS. The employer accepts no responsibility towards Late receipt/non receipt due to internet problems or software problems etc. Tenderers are advised to upload the required Tender documents well in advance to avoid any such delays.

27.2 The Employer may, at its discretion, extend the deadline for the submission of e-Tenders by amending the Tender Document in accordance with ITT 12, in which case all rights and obligations of the Employer and the Tenderers subject to the previous deadline shall thereafter be subject to the deadline as extended.

28. Correspondence with the Tenderer

28.1 Except as provided in these ITTs and Tender Documents, the Employer shall not entertain any correspondence with any Tenderer in relation to the acceptance or rejection of any Tender.

29. Multiple Tender Submissions and Withdrawal

29.1 Only one e-Tender Submission shall be submitted and uploaded by a Tenderer.

29.2 A Tenderer may withdraw its Tender Submission only by giving written notice before the Submission Deadline to the Contact Person.

30. Opening of Tenders

30.1 The Employer shall open the tenders in public in the presence of Tenderers' designated representatives who choose to attend at the Contact Person's address (or such other address as may be advised to all Tenderers) shortly after the Submission Deadline.

30.2 The Tender Submission opening will be carried out in three stages.

- Packet A,
- Packet B and
- Packet C and folder named as “C”.

- (a) First the online submission status shall be verified for Tender Security and Tender submission status.
 - (b) The online Packet A shall be opened and receipt of online Bank Guarantee, Mandatory documents and Qualifying documents shall be verified by the Employer.
 - (c) The Online Packet B shall be opened and shall be processed as per Appendix B only for responsive Tenderers as per (b) above. Technical Submission shall be processed for responsive tenderers as per (b) above.
 - (e) The Financial Submission Packet C and folder name “C” will not be opened at the Tender Submission opening and shall be held by the Employer and shall be opened following the completion of the qualification evaluation of the Tenders and Tenderers, or returned unopened to Tenderer.
- 30.3 At the Tender Submission opening the Employer shall announce the name of the Tenderer and any other details as the Employer may consider appropriate.
 - 30.4 The Employer shall prepare a record of the opening of the Qualification Submission package. The Tenderers’ designated representatives who are present shall be requested to sign the record. The absence of a Tenderer’s designated representative or the omission of a Tenderer’s signature on the record shall not invalidate the contents and effect of the record.
 - 30.5 Following the Tender Submission opening, the Employer shall carry out an assessment of the Qualification Submission packages.
 - 30.6 Where a Tender Submission is deemed to be non-compliant, as far as can be determined from the contents of the Qualification/Technical Submission package, the employer shall not open the financial submission package. These Tenderers shall not be invited or allowed to attend the opening of the Financial Submission packages.
 - 30.7 Following the assessment, of the Qualification and registration Submissions (included in Packet A). The Employer shall open Packet B and carry out an assessment of the Technical Submission of all Tenderers, who have been assessed as responsive in qualification criteria.
 - 30.8 Where an e-Tender Submission is deemed to be non-compliant, as far as can be determined from the contents of the Technical

Submission (Packet B), In such cases, the Employer shall not open the Financial Submission i.e. packet C and folder named as “C” of the Tenderer. Any such Tenderers shall not be invited or allowed to attend the opening of the Financial Submission packet C and folder named as “C”.

30.9 Where a e-Tender Submission is deemed to be compliant, as far as can be determined from the contents of the Qualification Submission Packet A and Technical submission Packet B the Employer shall open the contents of the Financial Submission package in the presence of the designated representatives of the Tenderers who choose to attend. The date, time and location of the opening of the Financial Submission package shall be advised to appropriate Tenderers in writing following the qualification assessment.

30.10 At the opening of the Financial Submission, the Employer shall state the name of the Tenderer and the Lumpsum amount as stated in the Letter of Tender. Tenderers are advised that in accordance with these Instructions to Tenderers, the Tender Submission with the lowest prices announced at the Financial Submission opening will not necessarily be the successful Tender Submission.

30.11 The Letter of Tender shall be initialled by representatives of the Employer attending the opening of the Financial Submission packages.

30.12 The Employer shall prepare a record of the opening of the Financial Submission.

31 Late Tenders

31.1 Any e- Tender received by the Employer after the deadline for submission of Tenders prescribed in accordance with ITT 27 will be rejected. Also uploading will not be possible after the deadline for submission of Tenders prescribed in accordance with ITT 27

E. Evaluation of Tenders and Tenderers

32 Confidentiality

32.1 Information relating to the evaluation of Tenders shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the notification of Award is made to all Tenderers.

33 Clarification of Tenders

33.1 To facilitate evaluation of Tenders, the Employer may, at its sole discretion, seek clarifications from any Tenderer regarding its Tender. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

33.2 If a Tenderer does not provide clarifications sought above within the prescribed time, its Tender shall be liable to be rejected.

34 Responsiveness of Tenders

34.1 The Employer may reject any Tender which is not responsive to the requirements of the Tender documents which are considered to be:

1. The Tender Submission shall be packeted in accordance with ITT 15.0.
2. The Tender Submission shall not include statements which could be construed as rendering the Tender Submission equivocal or placing it on a different footing from other Tender Submissions.
3. The Tender Submission shall not include any unauthorised changes or proposal to change the Conditions of Contract, or be based on any assumptions that the Conditions of Contract will be modified.
4. The Tender Submission shall conform to all the terms, conditions and requirements of the Tender Documents and the Tender Submission shall not materially deviate from the Employer's Requirements unless accepted by the Employer in accordance with ITT 19.1. The Tender Submission shall not materially deviate from any consents and approvals already received.
5. Tender submission should include all items requested in Appendix 'E', Technical submission with requisite level of detail to allow for a proper assessment of the Technical proposal as to whether it meets the contract requirements.
6. The Tender Submission shall include all the forms and schedules included in Appendix C and D to these Instructions to Tenderers of the Tender Documents, completed and signed by the person authorised to do so.
7. Each page of the Tender Submission and each drawing, including the Tender Documents and any Tender Addenda (but excluding the FIDIC Yellow Book Conditions of Contract), shall be initialled by a person authorised to do so by the Power of Attorney.
8. The Tenderer's Technical Proposal shall contain the section detailed in Appendix E to facilitate comparison with other tenders.

Any clarifications required on the above submissions may be obtained from the bidder which shall be submitted by the Bidder within seven working days failing which the bid will be treated as non responsive.

35 Evaluation of Tenders and Tenderers

35.1 The Employer shall use the Qualifications Criteria and Requirements to evaluate the qualifications of the Tenderers.

After an initial check for responsiveness the evaluation of tenderers and tenders shall take place in three stages:

Stage 1. The qualification of the Tenderer shall be evaluated using the documents and Qualifications Criteria in Appendix B and the forms submitted by the Tenderer as required in Appendix C. Scrutiny of the document will be done strictly with reference to only the certified scanned copies of Documents uploaded online in packet 'A' The

tenderers judged to meet the Qualification Criteria will pass to the second stage, if a tenderer does not meet the criteria the tender will be deemed non-compliant.

Stage 2. The technical aspects of the Tenderer's Technical Proposal shall be evaluated to determine the Tenderer proposed methods demonstrates he has the skills to carry out the works, if a tenderer is judged to not have the skills the tender will be deemed non-compliant.

Stage 3. The Financial Submission of those tenders considered complaint after stages 1 and 2 will be opened in accordance with ITT 30.7 and 30.8. Before checking the submission in accordance with ITT 36, the responsiveness will first be checked in the following manner:

(a) The Tender Submission shall include the Letter of Tender which was included in the Tender Documents and which shall not be qualified or amended in any way. The Letter of Tender shall be signed by a person authorised to do so and the Tender Price shall be inserted in ink in clear monetary figures and words.

(b) The Tender Submission shall include the Pricing Schedules contained in Appendix D, fully completed in accordance with these Instructions to Tenderers and the requirements of the Schedules.

35.2 The Tenderers should demonstrate their capacity to fulfil the minimum criteria for qualification as specified in ITT Appendix B-Section B.

36 Errors and Corrections

36.1 Deleted

36.2 The Lumpsum figure put to tender as indicated in price schedule shall form the basis for financial comparison with other Tender Submissions. In this regard following points shall be noted:

(a) Deleted

(b) Deleted

(c) If, on receipt of any Tender Submission, any discrepancy shall be apparent between the amount in figures and the amount in words, the amount in words shall prevail.

(d) If, on receipt of any Tender Submission, any discrepancy is apparent between the uploaded e-tender documents and the two hard copies of Packet A and Packet B then the uploaded e-tender documents shall prevail.

36.3 In the event that, prior to any corrections being made by the Employer as referred to above, a Tenderer is in contention for the award of the Contract, the Tenderer shall be notified of the corrections made in accordance with ITT 36.2 and the Employer shall seek the Tenderer's agreement to the corrected Tender Price.

36.4 Deleted

- 36.5 If the Tenderer rejects the corrections to its Tender, its Tender may be excluded from further consideration in this Tender Process. If the Tenderer accepts the corrections the Tenderer shall be bound by the corrected Tender Price.
- 37 Employer’s Right to Accept or Reject Tenders** 37.1 The Employer reserves the right to accept or reject any Tender, and to annul the Tender process and reject all Tenders at any time, without thereby incurring any liability to Tenderers.

F. Award and Contract Execution

- 38 Notification of Acceptance of a Tender Submission** 38.1 Subject to the provision of ITT 29.1 the Employer at its sole discretion shall decide the award of work to the successful Tenderer.
- 38.2 Void
- 38.3 Prior to expiration of the Original Tender Validity Period or as may have been extended by agreement with the Tenderer,, the Employer will notify the successful Tenderer by letter that its Tender Submission has been accepted. This Letter of Acceptance shall be conditional on receipt of and approval by the Employer of the following documents which the successful Tenderer shall submit to the Employer within 60 days of the date of the Letter of Acceptance, in mean time tenderer shall submit necessary supportive documents/credentials with reference to following documents :
- (a) company registration;
 - (b) legal proof of formation of a legal entity (if necessary)
 - (c) Parent company guarantee (If applicable)
 - (d) registration of Provident Fund;
 - (e) Goods & Service Tax (GST)
 - (f) Registration with labour inspector
 - (g) Permanent Account Number (PAN)
 - (h) Insurance policies;
 - (i) Work plan
 - (j) Performance Bank Guarantee;
 - (k) Registration of ESIC ; and
 - (l) any other documents the Employer considers necessary to confirm compliance with the Employer’s Requirements and Instructions to Tenderers, the Employer intends to enter into the Contract with the proposed successful Tenderer
- 38.4 At the same time as issuing the Letter of Acceptance, the Employer will notify each unsuccessful Tenderer of the Employer’s decision concerning the award of the Contract.
- 39 Contract Documentation** 39.1 The Contract that will be executed by the Employer and successful Tenderer consists of the contract documents attached to these

- Tender Documents, as may be modified by the Employer to reflect relevant aspects of the Tender Submission acceptable to the Employer, and clarifications post receipt of Tender Submissions acceptable to the Employer. Those aspects of the Tender Submission that are acceptable to the Employer will be included in the executed contract as Tender Submission Extracts.
- 39.2 The Employer shall prepare a combined and final version of the Contract to reflect ITT 39.1, and by submitting a Tender Submission, the Tenderer shall be deemed to have agreed with the terms of this ITT.
- 40 Labour and Pension Schemes**
- 40.1 Tenderers are advised that it is a pre-condition of award of the Contract that the Contractor and all subcontractors (domestic or otherwise) nominated by the Contractor in its Tender Submission shall provide evidence of compliance with all statutory laws and regulations in relation to necessary labour and pension schemes (the Labour and Pension Schemes) including Provident Fund registration.
- 41 Tax Certificates**
- 41.1 In the case of a Tenderer, or proposed subcontractor it shall be a pre-condition of entering into the Contract that the Tenderer shall produce proof of Goods and Service Tax registration.
- 42 Signing of Contract**
- 42.1 As soon as the administrative requirements have been complied with, the Employer will send the successful Tenderer the Contract Agreement in the form appended to the Contract Forms, as well as the Contract, incorporating any revisions.
- 42.2 Within 60 days from the date of issue of LOA, the successful Tenderer shall either return the signed Contract, or if advised by the Employer, attend a formal signing of the Contract at a location in Mumbai to be advised by the Employer.
- 42.3 Failure of the successful Tenderer to sign the Contract shall constitute sufficient grounds for the annulment of the award and the Employer may draw upon the Tenderer's tender security. In that event the Employer may award the Contract to the Tenderer with the next most economically advantageous compliant Tender Submission.
- 43. Disclaimer**
- 43.1 The information contained in this e-tender document or provided to Applicant, whether verbally or in documentary or any other form, by or on behalf of the Brihanmumbai Municipal Corporation (BMC), hereafter also referred as "The Authority", or any of its employees or advisors, is provided to Applicant on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.
- 43.2 This e-tender includes statements, which reflect various assumptions and assessments arrived at by the Brihanmumbai Municipal Corporation (BMC) in relation to the Project. Such assumptions, assessments and statements do not purport to

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

- 43.3 Information provided in this e-tender to the Applicant is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Brihanmumbai Municipal Corporation (BMC) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.
- 43.4 The Brihanmumbai Municipal Corporation (BMC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Applicant for participation in the Bidding Process. The Brihanmumbai Municipal Corporation (BMC) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-tender.
- 43.5 The Brihanmumbai Municipal Corporation (BMC) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.
- 43.6 The issue of this e-tender does not imply that the Brihanmumbai Municipal Corporation (BMC) is bound to select and short-list pre-qualified Applicant for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Brihanmumbai Municipal Corporation (BMC) reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.
- 43.7 The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Tender including but not

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

44 Environmental Clearance

The Contractor shall obtain any environmental clearance/approval required during execution and for successful completion of the project from statutory authority. The Contractor shall not be entitled to claim for any expenses incurred and for extension of time for completion of the project. BMC has obtained Stage – II approval from MoEF& cc and contractor shall obtain any other necessary environmental / forest clearance if any from the concerned department. BMC will assist for requisite papers for completing the approval process. Contractor to carry out compliance as per requirements of MoEF, MPCB, any other applicable statutory organization during the execution of the project.

45 Sub Contractor

The Employer shall not be liable for any direct payment to the subcontractor (if any appointed by the Contractor) for the works carried out under this contract by sub contractor.

46 Contract Execution

All required documents for execution of the contract shall be submitted within 60 days from the date of issue of letter of acceptance. If the documents are not submitted within stipulated time a penalty of Rs 5000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit within 60 days from the date of letter of acceptance received by him.

APPENDIX-A

Tender Data Sheet (TDS)

This details additional particular requirements for Tender Submissions and shall be read in conjunction with the corresponding clause from the ITT.

A – Tender Data Sheet

Reference	Item and Description
ITT 1.1	<p>The Employer is:</p> <p>DEPUTY MUNICIPAL COMMISSIONER (Special Engineering), BRIHANMUMBAI MUNICIPAL CORPORATION</p> <p>The correspondence address is: Kind Attention: DEPUTY MUNICIPAL COMMISSIONER (Special Engineering), 3rd Floor, Extension Building Mahapalika Marg Port, Mumbai – 400 001.</p>
ITT 1.1	<p>The scope of the contract is:</p> <p>MSDP Stage II Priority Works Priority Sewer Tunnel - Phase 2 Design-Build Contract Work of “Design, Build and Commissioning of Priority Sewer Tunnel –Phase 2 from Goregaon Pumping Station to New MaladIPS with Segmental lining method.</p>
ITT 3.2	<p>The Tenderer may have the nationality of the Republic of India or any other country.</p> <p>The qualification shall be also governed by the requirements prescribed in the order no. 1 under reference F.No.6/18/2019-PPD of Ministry of Finance, Government of India (subject: “Insertion of Rule 144 (xi) in the general Financial Rules (GFRs), 2017”) dated 23rd July 2020 and the clarifications issued vide Order no. 2 under even number dated 23rd July 2020 and Order No. 3 under even number dated 24th July 2020. It is clarified that the bids that do not comply to this requirement at the final submission date shall be summarily rejected.</p> <p>The Bidder has to submit the Certificate(s) in the format given in Appendix -I for the relevant parties alongwith bid Packet A</p>
ITT 3.5	<p>A Tenderer shall not have a conflict of interest (the Conflict of Interest) that affects the Tender Process. Any Tenderer found to have a Conflict of Interest shall be disqualified. A Tenderer shall be deemed to have a Conflict of Interest affecting the Tender Process, if:</p> <ul style="list-style-type: none">• the Tenderer, or any Party constituting the Tenderer (or any constituent thereof) and any other Tenderer, or any Party constituting that Tenderer (or any constituent thereof) have common controlling shareholders or other ownership interest; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution of the Companies Act, 2013;or

- a constituent of such Tenderer is also a constituent of another Tenderer; or such Tenderer, or any Party constituting the Tenderer thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Party constituting the Tenderer thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, or any Party constituting that Tenderer thereof; or
- such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; or
- such Tenderer, or any Party constituting the Tenderer thereof has a relationship with another Tenderer, or any Party constituting that Tenderer thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Tender of either or each other; or
- such Tenderer has participated as a consultant in the preparation of any documents, design or technical specifications of the works that are the subject of this Tender.

ITT 3.9 (b) Not used

ITT 4.3 The Employer shall communicate with Tenderers via: [circular letter or email]

The Contact Person is:

**The Chief Engineer (MSDP) or its assigned representative
2nd Floor, Engineering Hub Building
Dr. E. Moses Road, Worli
Mumbai – 400 018.**

Email : che.msdp@mcgm.gov.in

B. Contents of the Tender Documents

ITT 10.1 The Tender Documents Comprise:

Instructions to Tenderers

Appendix A – Tender Data Sheet;

Appendix B – Qualification Criteria;

Appendix C – Tenderer Qualification Forms;

Appendix D – Tender Forms;

Appendix E – Tender Submission Requirements;

Appendix F – Pricing Schedule

Appendix G- Contract document consisting of volumes

Appendix H – Memorandum of Understanding for TBM

Volume I – Conditions of Contract consisting of:

- (A) the “General Conditions” which are the “Conditions of Contract for Plant and Design Build for Electrical and Mechanical Plant, and for Building and Engineering Works Designed by the Contractor (Yellow Book) First Edition 1999 published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), as amended by the Particular Conditions Part A and the Particular Conditions Part B;
- (B) Contract Data
- (C) Special Provisions

Volume II– Employer’s Requirements

Volume IIA - General Specification;

Volume IIB - Physical Modelling Specification;

Volume IIC - Drawings;

Volume III– Schedule of Payments

Volume IV – Contract Forms

Volume V– Site data

C. Preparation of Tenders

ITT 14.1 Original Tender Validity Period:

240 calendar days after the Tender Submission Date

ITT 21.2 Performance Bank Guarantee amount, currency and format: Indian Rupees equating to 2% of the Contract Sum, Bank Guarantee valid for a period of 48 months plus Defect Notification Period of 3 years. In total 78 months, plus 28 days.

If the bank guarantee submitted is from a bank beyond the Mumbai limit, it shall be confirmed / countersigned by its Mumbai branch.

The Tenderers shall be required to extend the validity of the performance bank guarantee depending upon extension of time limit required by him for completion of the construction and commissioning of the Tunnel

ITT 26.1 Tender security required/EMD: Yes

Tender security/EMD amount, currency and format: in Indian Rupees ₹ 1.0 Cr shall be paid through online payment gateway and the balance ₹ 3.00 Cr shall be paid through Banker’s Guarantee (BG) valid for not less than 240 days from the date of

submission and in the format attached.

The bank guarantee can be paid through online facility i.e. SFMS mode used in banking system. Details 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 processing charges for online bank guarantee along with stamp duty will be borne by the tenderer.

If The bank guarantees (EMD /Performance/Advance) submitted by the tenderers is outside Mumbai limits, the same should be counter signed by the said banks branch officer from Mumbai division branch.

The employer shall accept BG only as per the format and from any of the banks provided in the list of banks included in the tender. Any bid not accompanied with bid Security shall be rejected by the Employer. All processing charges for Bank Guarantee along with the stamp duty as applicable shall be borne by the bidder.

The EMD which shall be paid online through specified bank gateway in cash and EMD in the form Banker's Guarantee (BG) from any bank (List provided in RBI website) .

ITT 27.1

The deadline for Tender submission is:

Date: As indicted in the Notice Inviting Tenders or modified in the Corrigendum issued

Time: As indicted in the Notice Inviting Tenders or modified in the Corrigendum issued.

APPENDIX-B

Qualification Criteria

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

This is divided into three sections:

- A. Eligibility & Tender Criteria
- B. Eligible Experience
- C. Proposed Staffing

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

For reference project to be eligible for submission in support of the experience requirement, the tenderer shall either have

- Undertaken the project as single entity or
- Undertaken the project as a partner in JV;

Section A : Eligibility & Tender Criteria

Criteria			Documentation					
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements	Packet
				All Parties Combined	Each Party	One Party		
1.1	Nationality	REPUBLIC OF INDIA or of any country as in ITT 3.2.	Must meet requirement		Must meet requirement		Forms 1.1 and 1.2	A
1.2	Conflict of Interest	No conflicts of interest as in ITT Sub-Clause 3.5	Must meet requirement		Must meet requirement		Undertaking	A
1.3	Ineligibility	Not having been declared ineligible by Employer or other Employer as described in ITT Sub- Clause 3.6	Must meet requirement		Must meet requirement		Tender Submission Forms	A
1.4	Government Owned Entity	Tenderer required to meet conditions of ITT Sub-Clause 3.7	Must meet requirement		Must meet requirement		Form 1.1	A
2.1	History of Non-Performing Contracts	Non-performance of or expulsion from or termination of a contract did not occur within the last three years as specified in ITT 3.6 prior to the deadline for Tender submission	Must meet requirement		Must meet requirement by itself or as partner to past or existing Joint Venture		Form 2	A
2.2	Failure to Sign Contract	Not used						
3.1	Financial Performance	Submission of audited financial statements acceptable to the Employer, for the last Ten years ending March 2021. to demonstrate the current soundness and profitability of the Tenderer's financial position	Must meet requirement		Must meet requirement		Form – 3.1	A

Criteria		Documentation		Joint Venture			Submission Requirements	Packet
No.	Subject	Requirement	Single Entity	All Parties Combined	Each Party	One Party		
		during this period.						
3.2	Average Annual Turnover	Minimum average annual construction turnover duly certified by Chartered accountant (in all classes of civil engineering construction works only) for the last 10years, ending 31 st of March of the previous financial year shall not be less than be Rs 120 Crores. An escalation rate of 10% p.a. can be applied to annual turnover of last year to arrive at current year turnover value.	Must meet requirement	Must meet requirement		Lead Member must meet Fifty one percent (51%) of the requirement	Form – 3.2	A
3.3	Financial Resources	The Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets or lines of credit other than any contractual advance payments to meet cash-flow requirement of Rs 40 Croresand the overall cash flow requirements for this contract and its current commitments over the construction period.	Must meet requirement	Must meet requirement		Lead Member must meet Fifty one percent (51%) of the requirement	Forms – 3.3a and -3.3b with Statutory Auditor's certificate	A

Criteria		Documentation		Joint Venture			Submission Requirements	Packet
No.	Subject	Requirement	Single Entity	All Parties Combined	Each Party	One Party		
3.4	Available Bid Capacity	<p>Available Bid Capacity to be greater than (Rs 400cr).</p> <p>$ABC = (A * N * 2) - B$ where A= Average annual Value of construction works executed during the last Ten years; N= Number of years prescribed for completion of the works for which the Tenders are invited; and B = Value (at current price level) of the existing commitments and on-going works to be completed during the execution period of contract.</p> <p>Note – if the tenderes available bid capacity does not meet requirements his financial bid will not be opened.</p>	Must meet requirement	Must meet requirement		Lead Member must meet Fifty one percent (51%) of the requirement	Form – 3.4	A
4.1	General Construction Experience	Not used						
4.2	Relevant Construction Experience	The Eligible Projects Experience in relation to the “ Eligible Projects ” either fully completed or substantially completed (i.e.80 % of the contract	Must meet requirement	Must meet requirement				

Criteria		Documentation		Joint Venture			Submission Requirements	Packet
No.	Subject	Requirement	Single Entity	All Parties Combined	Each Party	One Party		
		valuebased on the payment received) after 1st January 2011 anywhere in the world. At least one Eligible Project with minimum value of INR 240 Crore OR At least two Eligible Projects with minimum value of INR 160Crore each OR At least three Eligible Projects with minimum value of INR 120 Crore each For a project to qualify as an Eligible Project; It shall be either Underground Water tunnel or Sewage Tunnel or Underground metro rail / transportation(including railways) tunnel by Segmental lining of 2400 mm dia. and aboveanywhere in the world for Govt./Semi Govt./Semi Govt. UT/PSU/ULB.						

Criteria			Documentation		Joint Venture				
No.	Subject	Requirement	Single Entity	All Parties Combined	Each Party	One Party	Submission Requirements	Packet	
4.3	Specific Experience in Key activities	<p>A. The Bidder should have successfully completed at least one work of Tunnel by TBM technology with segmental lining for sewage /water/waste water/transportation(including railways) of minimum finished dia. of 2400 mm and above in last 10 years i.e commissioned after 01.01.2011 as a prime Contractor or any JV partner (with minimum shareholding of 50%)anywhere in the world.</p> <p>At least one tunnel of length of 2.40 km OR</p> <ul style="list-style-type: none"> • At least two tunnels each having length of 1.90 km OR • At least three tunnels each having length of 1.40 km 	Must meet requirement	Must meet requirement			Form – 4.3 with certification	A	
5.1	Staffing Resources	Provide proposed organization structure for undertaking the Project and CV's of key staff members.	Must meet requirement		Must meet requirement		Provide organization chart and CV in approved format	A	

Criteria			Documentation					
No.	Subject	Requirement	Single Entity	Joint Venture			Submission Requirements	Packet
				All Parties Combined	Each Party	One Party		
							along with self attested copies of experience certificate	
5.2	Construction equipment	Availability (either owned or lease or by procurement) of key and critical construction equipment for the works	Must meet requirement	Must meet requirement			Form 5.2	A

Note:

1. Tenderers must demonstrate that they meet or exceed the minimum Eligibility and Qualifications criteria in Section A by providing details of experience on reference projects which shall be assessed against the characteristics as described in Section B.
2. The Tenderer shall enclose with the Tender, to be submitted as per the formats providing the following:
 - (i) Certificate(s) from the concerned client(s) (not less than Executive Engineer) in respect of the eligible reference projects.
 - (ii) Duly attested work order / extract of contract confirming the scope of work.
 - (iii) In the event that a particular project has been jointly executed by the Tenderer or any Party constituting the Tenderer (as part of a JV), it shall further support its claim as for the share in work done for that particular project by producing a certificate from its client.
3. Experience certificates for contractor's/Sub contractor's shall be issued by Project Authority only. BMC reserves the right to verify the facts and if found otherwise the bid will be treated as nonresponsive.
4. For conversion of US Dollar to Rupees, the rate of conversion shall be as per RBI notified rate as under prevailing rate on 31st March of corresponding financial year. In case of any other currency the same shall be converted to prevailing rate of US Dollar of the corresponding year and amount so derived in US dollar shall be converted into Rupees (as per RBI notified rate as under prevailing rate on 31st March of corresponding year.)
5. In case of single entity, main bidder can sub contractas per COC clause no 4.4.
6. Joint Ventures up to 2 (two) members will only be permitted.
7. For each Reference Project submitted as Eligible Experience the Tenderer shall submit the following as per the formats.
 - Certificate from the concerned client on client's letter head in the format provided.
 - Duly notarized copy of work order/ extract of contract confirming the scope of work.

Eligible works means

The Eligible Projects Experience in relation to the "Eligible Projects" either fully completed or substantially completed (i.e.80% of the contract value based on payment received) after 1st January 2011 anywhere in the world.

For a project to qualify as an Eligible Project; It shall be either Underground Water tunnel or Sewage Tunnel or Underground metro rail / transportation (including railways) tunnel by Segmental lining of minimum 2400 mm dia. and above anywhere in the world for Govt./Semi Govt./Semi Govt. UT/PSU/ULB.

Section C Proposed Programme, Method Statement, Organization and Staffing (Form 5.1)

1. The work programme and method statement should show the main activities at site in a logical and realistic sequence and time-frame and finishing within the time for completion.
2. The organisation chart should show key staff members and the various disciplines working at each site.
3. The CVs submitted should show the following as a minimum:

Project Manager

- Total 10 years' experience in Civil engineering Construction Bachelor's Degree in Civil.
- As a Project Manager of at least one projects involving Segmental tunnelling in the last 5 years in urban area
- Extensive experience in similar work carried out in urban areas under busy traffic conditions, and above surface / sub surface utilities.

Project Engineer

- Total 5 years experience ,
- Bachelor's Degree in Civil Engineering,
- Shall have min 3 years of experience in working on tunnel projects in urban areas.

Safety engineer

- Total 4 years experience
- Diploma in Construction Safety/Occupational safety with skill and experience in handling the Health, Environment, Safety issues in infrastructure projects
- Shall have min 2 years of experience in working on tunnel projects in urban areas.

Quality Engineer

- Total 5 years experience , out of which 3 years in the field of quality control
- Bachelor's Degree in Civil Engineering,

The academic/professional qualifications stated above are mandatory but the work experience of the proposed candidates may be considered to be a benchmark. In assessing the qualification, due consideration shall be given to the candidates best meeting the criteria set out above.

4. Additional Technical Personnel:-

As it is a special work, sewer line laying by Trenchless Technology (i.e Segmental tunneling Micro tunnelling and pipe jacking), it requires special operators for operating TBM and HDD as follows,

Segmental tunnel Equipment Operators.

The tenderer must have suitably experienced personnel to operate the Tunnel boring machine (TBM) in soft and hard ground including extra-ordinary hard rock and varying and waterlogged strata. The tenderer will supply information on master operator and assistant operators and their alternates. The master and assistant operators shall be available throughout the construction period and should meet the experience requirements specified below:-

- **Master Operator (2 nos)**

Five years experience as a master operator or the alternate operator and shall have driven TBM in any variable soil conditions including hard rock and waterlogged ground conditions.

- **Assistant Operators (2 nos)**

Three years experience as a assistant operators and shall have driven TBM in any variable soil conditions including hard rock and waterlogged ground conditions

The tenderer shall note that the experience of the operators shall clearly show the length of tunneling done by them and the machines operated by them in addition to the experience in number of years.

Note:

1. Scanned self - attested duly digitally signed/Attested copies of qualification certificates and details of work experience shall be submitted and uploaded in Packet B (Attestation by the Power of Attorney Holder signing the bid shall be acceptable)
2. For the Sr. No. 4 above, if the Bidder is unable to provide the CVs along with the bid, an undertaking is to be provided that the CVs will be submitted for approval prior to the delivery of the TBM at the site.

APPENDIX-C

Tenderer Qualification Forms

Table of Forms

Form - 1.1 - Tenderer Information Form (Packet A)	46
Form – 1.2 – Tenderer's Party Information Form	47
Form – 2 - Historical Contract Non-Performance (Packet A).....	48
Form – 3.1 - Financial Situation (Packet A)	49
Form - 3.2 - Average Annual Turnover (Packet A).....	51
Form - 3.3a - Financial Resources (Packet A)	52
Form - 3.3b - Current Contract Commitments / Works in Progress (Packet A).....	53
Form - 3.4 – Assessed Available Tender Capacity (Packet A)	54
Form - 4.3 - Specific Experience in Key Activities (Packet A)	55
Reference Project Certificate (Packet A)	57
Form 5.1 – Proposed Programme, Method Statement, Organization and Staffing (Packet A).....	59
CV Format (Packet A).....	60
Form 5.2 –Construction Equipment (Packet A).....	62
Check List for Qualification Forms	67

Form - 1.1 - Tenderer Information Form (Packet A)

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

Date: [insert day, month, year]

No. and title: [insert title of works]

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

Tenderer's legal name <i>[insert full legal name]</i>
In case of Joint Venture (JV), legal name of each partner: <i>[insert full legal name of each Party in JV]</i>
Tenderer's Actual or Intended country of constitution: <i>[indicate country of Constitution]</i>
Tenderer's actual or Intended year of constitution: <i>[indicate year of Constitution]</i>
Tenderer's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Tenderer's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITT 3.1 - 3.3. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT 3.7 <input type="checkbox"/> PAN documents and photographs of individual owners etc (mandatory).

Form – 1.2 – Tenderer's Party Information Form

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

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

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

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

Tenderer/JV legal name: <i>[insert full legal name]</i>
Tenderer's Party legal name: <i>[insert full legal name of Tenderer's Party]</i>
Tenderer's Party country of registration: <i>[indicate country of registration]</i>
Tenderer Party's year of constitution: <i>[indicate year of constitution]</i>
Tenderer Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Tenderer Party's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above, in accordance with ITT 3. <input type="checkbox"/> In case of a Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT 3.

Form – 2 - Historical Contract Non-Performance (Packet A)

[The following table shall be filled in for the Tenderer and for each Party constituting the Tenderer an Notarized Affidavit (on Rs.200 Stamp Paper) in this regard shall be submitted]

Date: [insert day, month, year]

Tenderer's Legal Name: [insert full name]

Title: [insert title of works]

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

Non-Performing Contracts in accordance with Section A, Eligibility and Qualification Criteria

1. Contract Non-performance leading to Contract Termination by Employer or adverse award or pronouncement by an arbitral tribunal or judiciary						
Sr. No.	Name and location of project	Name and address of client	Nature of Dispute			
			Description	Period of Arbitration/ Litigation From --To	Amount Claimed	Award in favour of client
2. Black Listing or debarment proceedings ongoing or completed by any Public Agency/ Employer						
Sr. No.	Name and location of project	Name and address of client	Remarks regarding blacklisting or debarment in ongoing/completed	No. of years of debarment/blacklisting		
3. Pending Litigation						
<input type="checkbox"/> No pending litigation in accordance with Section A, Sub-Factor 2.1. Pending litigation as indicated below.						
Year	Outcome as Percentage of Total Assets	Contract Identification		Total Contract Amount (current value, IN INR equivalent)	Cost of Non performing contract in RUPEES	
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute]		[insert amount]		

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

Signature and Seal of the Tenderer

Form – 3.1 - Financial Situation (Packet A)

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

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

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

Title: *[insert title of works]*

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

1. Financial Data

Financial information in (INR equivalent)	Historic information for previous ten years (INR. Millions) <i>[Insert amount in INR equiv.]*</i>									
	2011-12	2012-13	2013-14	2014-15	-----	-----	-----	-----	2019-20	2020-21
Information from Balance Sheet										
Total Assets (TA)										
Total Liabilities (TL)										
Net Worth (NW) (TA-TL)										
Current Assets (CA)										
Current Liabilities (CL)										
Information from Income Statement										
Total Revenue (TR)										
Profits Before Taxes (PBT)										

* INR rupees equivalent shall be calculated at the Daily Foreign Exchange Spot selling rates published by the Reserve Bank of India at the date of the audited financial statement

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

Total Revenue (TR) – Shall not include the accruals from sale of any assets

2. Financial documents

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

- (a) reflect the financial situation of the Tenderer and not sister or parent companies.
- (b) be audited by a chartered accountant.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted).

Form - 3.2 - Average Annual Turnover (Packet A)

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

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

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

Title: *[insert title of works]*

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

Annual Turnover					
Year	Amount and Currency	Conversion rate *	INDIAN RUPEES equivalent	Escalation factor**	Escalated Turnover
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		<i>[Insert amount in INR equiv.]*</i>		
2011-12					
2012-13					
2013-14					
.....					
2020-21					
Average Annual Turnover					

* INR rupees equivalent shall be calculated at the Daily Foreign Exchange Spot selling rates published by the Reserve Bank of India at the date of the audited financial statement

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

Form - 3.3a - Financial Resources (Packet A)

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

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

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

* INR rupees equivalent shall be calculated at the Daily Foreign Exchange Spot selling rates published by the Reserve Bank of India at the date of the audited financial statement

Provide:

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

Form - 3.3b - Current Contract Commitments / Works in Progress (Packet A)

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

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

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

Title: *[insert title of works]*

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

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

Name of contract	Employer, contact address/Tel./fax	Value of outstanding work INR	Estimated completion date	Average monthly invoicing over last six months (INR/month)
1.				
2.				
3.				
4.				
5.				
etc.				

* INR rupees equivalent shall be calculated at the Daily Foreign Exchange Spot selling rates published by the Reserve Bank of India at the date of the award of work

Form - 3.4 – Assessed Available Tender Capacity (Packet A)

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

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

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

Title: *[insert title of works]*

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

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

- A = Average value of works executed during the last Ten years which will take into account the completed as well as works in progress (e.g. = $(\sum(A_1 \text{ to } A_{10})/10)$);
- B = Value at current price level of the existing commitments and on-going works to be completed during the execution period of contract; and
- N = Number of years prescribed for completion of the works for which the Tender are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

Information	Year	Amount and Currency	INR * equivalent	Escalation factor**	Escalated Turnover
Value of works executed. (Completed and work in progress) = A_1		<i>[insert amount and indicate currency]</i>	<i>[insert amount in INR equiv.]</i>		
-----“----- = A_2					
-----“----- = A_3					
-----“----- = A_4					
-----“----- = A_{10}					
TOTAL $\sum(A_1 \text{ to } A_{10})$					
AVERAGE = $(\sum(A_1 \text{ to } A_{10})/10)$					

Information	Year	Amount and Currency	INR equivalent
Value at current price level of existing commitments and on-going works to be completed during the next four years = B			
Available Tender Capacity = $(A*N*2-B)$, where $N=4$			

* INR equivalent shall be calculated at the Daily Foreign Exchange Spot selling rates published by the Reserve Bank of India at the date of audited financial statements.

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

Form - 4.3 - Specific Experience in Key Activities (Packet A)

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

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

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

Title: *[insert title of works]*

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

[Identify contracts that demonstrate Design or Construction experience pursuant to Part A, Eligibility and Qualification Criteria No 4.3(a).]

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

Reference Project No. <i>[insert number] of [insert number of contracts required]</i>	Information <i>[Design and construction of tunnels and shafts in urban sectors]</i>		
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Award date	<i>[insert day, month, year, e. g., 15 June, 2015]</i>		
Completion date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>		
Role in Contract <i>[check the appropriate box]</i>	Design <input type="checkbox"/>	Construction	
		Prime Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		INR <i>[insert total contract amount in INR equivalent]</i>
If partner/member in a JV, or subcontractor, specify participation in total contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert total contract amount in INR equivalent]</i>
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert e-mail address, if available]</i>		

Description of the similarity in accordance with Sub-Factor 4.3:	
1. Physical size	<i>[insert physical size of activities]</i>
2. Complexity	<i>[insert description of complexity]</i>
3. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
4. Other Characteristics	<i>[insert other characteristics as appropriate]</i>

Declaration (by Tenderer):

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

Sign: _____

Authorised Signatory of the Party

AND

Certificate(s) from the concerned client(s) (not less than Executive Engineer) in respect of the eligible reference projects.

Reference Project Certificate(Packet A)

[To be filled by the Tenderer for each Reference Project provided under Form 4.3]

[Client's certificate in respect of completed works must be duly signed by the Principal Client's Engineer (government, semi government or any statutory body) not below the rank of an Executive Engineer. BMC reserves the right to verify the facts and if found otherwise the bid will be treated as nonresponsive]

Name of the Project:		Location(City, Country)	
Name of Contractor		Joint Venture Partners:	
Role in Contract <i>[check the appropriate box]</i>	Design <input type="checkbox"/>	Construction	
		Prime Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Equity participation in Joint Venture:		Length & dia. of segmentaltunnel	
Date of Award:		Scheduled Completion Date:	
Actual Completion Date:		Date of Commissioning:	
Value of Construction			
Scope of Works & Nature of Contract: <ul style="list-style-type: none"> - Tunnel Diameter (I.D.) ,Length - Shafts (I.D.) Depth - Drop Shafts (I.D. of drop pipe) 		<i>Provide description to demonstrate similarity with proposed works</i>	
Scope and Percentage of work executed by appointed subcontractor			
Comments about overall execution of the works by the contractor:			
Was liquidated damages & / or penalties recovered from the Contractor:		<i>If yes, please briefly describe nature of default & the amounts recovered.</i>	
Is there any litigation / arbitration / dispute pending with Contractor:		<i>If yes, please describe briefly the nature of dispute</i>	
How do you rate the overall performance of the Contractor:			
Name, Sign & Seal of Certifying Employer of the Client of designation Chief Engineer or equivalent or Engineering Head of the department.			
Contact Details (Postal Address, Phone, Fax & email id):			

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

Name

Sign: _____

This form is to be signed by Bidder with required information and attached scan copy of client certificate having Name, sign and seal of the Principal Client's Engineer (government, semi government or any statutory body) not below the rank of an Executive Engineer. The client certificate shall contain all the relevant information as required in the reference certificate.

Form 5.1 – Proposed Programme, Method Statement, Organization and Staffing(Packet A)

The Tenderer shall provide the following minimum information:

- a) Attach a **Work Programme** for construction and with brief descriptions of major activities, showing the order of procedure and timing in which the Tenderer proposes to carry out the Works.

In particular the proposal shall detail the temporary and permanent works to be constructed.

- b) Attach a **critical milestone bar chart** (Schedule of execution) representing the Construction Programme and detailing the relevant activities, dates, allocation of labour and plant resources, etc. In addition contractor shall submit the CPM chart for the entire work.

The planned input of the Subcontractors shall be highlighted as well (in terms of activities undertaken, timing, etc.)

- c) Attach a **Method Statement** describing the general approach and methodology for implementation of the Works including detailed description of his working methods for major items of the construction works. The Tenderer shall include a plan showing his proposed schedule and lay-out for Temporary Works (if any) with all intermediate stages.
- d) Attach an organisation chart showing the overall management structure and the organisation of the management and work disciplines at each site.
- e) Include the CVs of the main management staff proposed in the format provided. Proof of employment i.e, employee provident fund account no.
- f) ESIC certificate of Employer.
- g) Employee provident fund number

CV Format (Packet A)

1.	Proposed Position	:			
2.	Name of Firm	:			
3.	Name of Staff	:			
4.	Date of Birth	:		Citizenship:	
5.	Education	:			
6.	Membership of Professional Associations	:			
7.	Other Training	:			
8.	Countries of Work Experience	:			
9.	Languages:	:	Speaking	Reading	Writing
		:			
		:			
		:			
10.	Employment Record		In sequence from past to present		
(a)	From	:			
	Employer	:			
	Position Held	:			
11.	Detailed Tasks Assigned				

12.	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned		
	Name of assignment or Project	:	
	Year	:	
	Location	:	
	Client	:	
	Main project features	:	
	Position held	:	
	Activities performed	:	

(a) Certification:

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

_____ Date: _____

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

Full Name of authorized representative: _____

Form 5.2 –Construction Equipment (Packet A)

Details of the construction equipment in possession of the tenderer and the equipment proposed to be deployed at site

Sr. No. (1)	Description of the Equipment (2)	Type / make (3)	Capacity (4)	Numbers the Tenderer has in possession (5)	Numbers proposed to be deployed at site (6)	
					Own	Hire
1.	Tunnel Boring Machines					
2.	Mucking head frame and mucking crane (specific safety devices incorporated)					
3.	Compressors					
4.	Drilling Machines (Jack hammers with air leg etc.)					
5.	DG Sets					
6.	Pneumatic concrete placers					
7.	Concrete pumps					
8.	Ventilation equipment					
9.	Batching plant					
10.	Pneumatically operated muckers					
11.	Tipping buckets					
12.	Rails					
13.	Grouting equipment (for cement and chemicals)					
14.	Guniting equipment					
15.	Shotcreting equipment					
16.	Slurry separation plant					

Sr. No. (1)	Description of the Equipment (2)	Type / make (3)	Capacity (4)	Numbers the Tenderer has in possession (5)	Numbers proposed to be deployed at site (6)	
					Own	Hire
17.	Electrically operated passenger hoist (specify safety devices incorporated)					
18.	Mobile crane					
19.	De-watering pumps					
20.	Electrically operated winch					
21.	Locomotives					
22.	Grinders					
23.	Welding equipment					
24.	Crushers, screening plant and rod mill					
25.	Agitator cars					
26.	Vehicles					
27.	Workshop machinery					
28.	50 mm dia. percussion drilling equipment					
29.	Cement Mortar Lining Equipment					
30.	Total Station					
31.	Rig Machine					
32.	Gantry					
33.	Telescopic crane					
34.	Segment Moulds					

Note: The tenderer shall furnish the attested scan copy of this form.

Seal of the company

Signature of Tenderer:
Date:

Personnel Capabilities

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

e-Tender No..... Date.....

Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach CVs signed by the individual.

Position	Minimum Experienced required	Name of the Person (Main / alternate)	Total Experience (years)	In TBM works (years)	In sewerage / water supply Industry
<u>Project Manager</u> <u>1 No.</u>	Graduate Engineer (Civil) Total 10 years ,As a PM of at least one projects involving TBM in last 5years				
<u>Project Engineer -</u> <u>2no.</u>	Graduate Engineer (Civil) with total 5 year of experience, minimum 3 years experience in tunnel project in urban area				
<u>TBM expert -2</u> <u>no.</u>	Graduate Engineer (Civil) with total 7 years of experience. and shall have experience in designing and construction of at least one project in urban areas involving TBM				
<u>Structural</u> <u>engineer</u>	Graduate Engineer (Civil) with total 15 years of experience. and shall have experience in designing and construction of at least two project in urban areas involving TBMwith				

Position	Minimum Experienced required	Name of the Person (Main / alternate)	Total Experience (years)	In TBM works (years)	In sewerage / water supply Industry
	segmental lining project				
<u>Safety Engineer - 2 no.</u>	Diploma in Construction Safety/Occupational safety with minimum 4 years experience. with min 2 years of experience in working on tunnel project in urban areas				
<u>Quality Enginner- 2 no.</u>	Graduate Engineer (Civil) with total 5 years experience out of which 3 years in the field of quality control engineer				

TBM equipment operators' experience (Summary)

	Name of the Person (Main/ alternate)	Total Experience (years)	Total length (m) driven to date using MTBM equipment	Total length (m) driven to date in rock/ hard ground using MTBM
Master Operator				
Alternate Operator				
Assistant Operator 1				
Assistant Operator 2				

Note: Scanned self attested duly digitally signed/Attested copies of qualification certificates and details of work experience and employee provident fund account number shall be submitted and uploaded in Packet A.

Check List for Qualification Forms

Sr. No.	PQ FORMS	SINGLE PARTY	JOINT VENTURE	
			Lead Member	Other Member
	General			
	Power of Attorney to Sign the Bid Documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Power of Attorney in case of JV		<input type="checkbox"/>	<input type="checkbox"/>
	Joint Bidding Agreement		<input type="checkbox"/>	<input type="checkbox"/>
1	Applicant Information Form-1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Applicant's Party Information Form-1.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Historical Contract Non-Performance-Form-2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Financial[#]			
4	Financial Situation - Form 3.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Average Annual Turnover – Form 3.2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Financial Resources – Form 3.3a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Available Bid Capacity - Form 3.4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Technical			
8	Deleted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Specific Experience in Key Activities- Form 4.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Reference Projects Certificate for each project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Staffing - Curriculum Vitae			
11	Project Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Segmental lined Tunnel expert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Project Site Engineer			
14	Safety engineer			
15	Quality engineer			
16	Planning engineer			

[#]Ensure that

- Financial Forms are certified by Chartered accountant
 - Audited Financial Statements for last 10 years are provided.
- (a) Submission should be organized in the above order with necessary client certificates and documents attached within each section.
- (b) All documents and certificates must in language prescribed in ITT 13.

APPENDIX-D

Tender Forms

Contents

- Letter of Tender (To be uploaded in package C)
- Power of Attorney for Signing the Tender(In Packet A)
- Joint bidding agreement / Joint venture agreement(In Packet A)
- Tender Security Bank Guarantee (In Packet A)
- Form of Undertaking to provide Performance Bank Guarantee (To be uploaded in packet C)
- Form of Undertaking to Provide Collateral Warranties(In Packet A)
- Undertaking cum Indemnity Bond(In Packet A)

Letter of Tender
Priority Sewer Tunnel Phase II- Design-Build Contract
(Scan copy to be uploaded in Folder 'C' ONLY.)

To:

**The Municipal Commissioner,
The Brihanmumbai Municipal Corporation,
Municipal Head office Building,
Mahapalika Marg, Fort,
Mumbai 400 001.
INDIA.**

Sub :**PRIORITY SEWER TUNNEL PHASE II- DESIGN-BUILD CONTRACT**

We have examined the Tender Documents, including the Conditions of Contract, Employer's Requirements, Schedule of Payments, Contract Data, and Addenda Nos. _____ for the above named Contract. We have understood and checked these documents and have not found any errors in them.

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

(Complete only in Currency of Tender i.e. Indian Rupees INR _____

In words

_____)

We agree to abide by this Tender Submission for **240(Two hundred and forty)** days from the Submission Deadline and it shall remain binding upon us and may be accepted at any time before that date.

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

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

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

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

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

Signature _____ In the capacity of _____

duly authorised to sign this Tender Submission for and on behalf of

Address _____

Date _____

Power of Attorney for Signing the Tender (Packet A)

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

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for the ***** Contract proposed or being developed by the ***** (the “Employer”) including but not limited to signing and submission of all Tenders and other documents and writings, participate in Pre-Tender and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Tender, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Tender for the said Contract and/ or upon award thereof to us and/or until the entering into the Contract with the Employer.

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

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

For

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

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

Joint Bidding Agreement / Joint Venture Agreement (Packet A)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ____ day of _____, 2020
AMONGST

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

AND

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

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

WHEREAS,

(A) The Brihanmumbai Municipal Corporation represented by the Municipal Commissioner and having its principal office at BMC, Municipal Building, Mahapalika Marg, Fort Mumbai 400001 (hereinafter referred to as the “Employer” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited tenders (the “Tenders”) by its Invitation to Tender Document (the “ITT”) dated --- for the design, build and operation of Priority sewer Tunnel Phase - 1 (the “Project”) to be entered into between the selected Tenderer for the Project and the Employer;

(B) The Parties are jointly tendering for the Project as members of a joint venture and in accordance with the terms and conditions of the ITT and other tender documents in respect of the Project; and

(C) It is a necessary condition under the ITT that the Parties bidding as a joint venture shall enter into this Agreement and furnish this Agreement to the Employer as part of their tender submission.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a joint venture (the “JV”) for the purposes of jointly participating in the Tender process for the Project.

2.2 The Parties hereby confirm and agree that they are participating in the Tender process only through this JV, and not individually and/or through any other Tenderer, either directly or indirectly or through a person who controls, is controlled by, or is under the common control of such Tenderer.

3. Covenants

The Parties acknowledge that the Employer shall require, in the event the JV is declared the selected Tenderer and awarded the Project, that the Tenderer incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 2013 OR JV (agreement registered under Registration Act Brihanmumbai Municipal Corporation 1908) for entering into the DBO Contract with the Employer and for performing all its obligations as the Contractor under the terms of the DBO Contract for the Project, and hereby undertake that they shall comply with any such requirement to incorporate an SPV OR JV (agreement registered under Registration Act 1908).

4. Role of the Parties

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

a. Party of the First Part shall be the Lead member of the JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV during the Tender process and until the execution date of the DBO Contract when all the obligations of the SPV / JV (agreement registered under Registration Act 1908) shall become effective;

b. Party of the Second Part shall be the Member of the Joint Venture;

Note : Each party constituting JV shall specify technical role played by the each member of the JV for execution of this contract.

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the ITT, the Tender and the DBO

Contract, until such time that the DBO Contract is executed by the Contractor and the Employer.

6. Shareholding in the SPV/ JV (agreement registered under Registration Act 1908)

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV/ JV (JV agreement registered under Registration Act 1908) shall be as follows:

First Party:

Second Party:

6.2 The parties further agree that they shall not change proportion of their individual shareholding until the Contract Completion Date, as defined in the DBO Contract.

6.3 The Parties undertake that they shall not sell or change their stake in SPV / JV (agreement registered under Registration Act 1908) until the Contract Completion Date, as defined in the DBO Contract.

7. Representation of the Parties

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

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party Brihanmumbai Municipal Corporation or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except forencumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

9.1 This Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

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

SIGNED, SEALED AND DELIVERED For and on behalf of FIRST PARTY

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PARTY

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Form of Undertaking to provide Performance Bank Guarantee (Packet C)

To Contractor: _____

Address: _____

Dear Sirs

Contract Name: **PRIORITY SEWER TUNNEL PHASE II- DESIGN-BUILD CONTRACT**

Works Description: **Design and Build -4.75 km of Sewer Tunnels**

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

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

Yours faithfully,

Signature: _____

Name: _____ (being an authorised representative of)

Registered Address: _____

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

TENDER SECURITY BANK GUARANTEE (Packet A)

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 (hereinafter referred to as Beneficiary “the Employer”) has invited tenders for execution of work of (Name of Contract/Contract No.) hereinafter referred to as ‘the said work

We have been informed that: _____(name of Tenderer)

(hereinafter called the “Principal”) is submitting an offer for the above-named Contract in response to your invitation, and the conditions of your invitation require that his offer is supported by a tender security

At the request of the Principal, We: _____ (name of bank) hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (in words: _____) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- b) the Principal has refused to accept the correction of errors in his offer in accordance with the conditions of your invitation, or
- c) you awarded the Contract to the Principal and he has failed to comply with Sub-Clause 1.6 of General Conditions (FIDIC) and as modified in the Vol 1 - Conditions of Contract.
- d) you awarded the Contract to the Principal and he has failed to comply with Sub-Clause 4.2 of the General Conditions (FIDIC) and as modified in the Vol 1 - Conditions of Contract.
- e) our Guarantee shall remain in force until _____. Unless a demand or claim under the guarantee is made on our Bank in writing on or before _____ All your rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities there under.

This guarantee will expire

- (a) if the Tenderer is the successful Tenderer, upon our receipt of the Performance Security and a copy of the Contract signed by the Tenderer and Employer as issued by you; or
- (b) if the Tenderer is not the successful Tenderer, twenty eight days after the expiration of the Tenderer’s Tender validity period, being [date of expiration of the Tender].

Signed by: _____
(Signature For and on behalf of Bank)
(official seal))

(name)

Date this.....Day of

FORM OF UNDERTAKING TO PROVIDE COLLATERAL WARRANTIES (PACKET A)

Contract Name: Priority Sewer Tunnel Phase II – Design Built Contract

In the event that the Tender Submission submitted by us is accepted by BMC (the Employer) we, the Tenderer, hereby undertake that each of our principal Subcontractors and principal Consultants will provide a Collateral Warranty in the wording set out in the Contract Forms, as required by the Contract and stated in Sub-Clauses 4.26 of the Conditions of Contract.

The Tenderer shall sign the undertaking below on behalf of the Tenderer’s Subcontractors and where the principal Consultants and Subcontractors are known at the time of the Submission Deadline then they shall also each sign the undertaking below.

TENDERER

Name:		Date:
Signature:		
Company Name:		

UNDERTAKING CUM INDEMNITY BOND (Packet A)

(on Rs.500/- stamp paper)

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

UNDERTAKING CUM INDEMNITY BOND as under:

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

AND WHEREAS the Brihanmumbai Municipal Corporation had published the tender notice for the work of
**PRIORITY SEWER TUNNELPHASE 2(From Goregaon Pumping Station to New Malad IPS–
DESIGN BUILD CONTRACT**

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

I/We hereby agree and undertake that my/our Firm/Company is not under any penal action such as Demotion,
Suspension, Blacklisting, debarred for contract work, De-registration etc. by Govt. of India or any other
agency of Govt. Of India or any State Govt, Semi Govt., Government undertaking, Public sector organisation,
Urban local body, BMC ,World Bank, JICA or any other international Financial institution in India or any
other country as on the date submission of bid.

The undersigned also hereby certify(s) that neither our firm M/s _____ have
abandoned any work under Govt. of India or any other agency of Govt. Of India or any State Govt, Semi
Govt., Government undertaking, Public sector organisation, Urban local body, BMC ,World Bank, JICA or
any other international Financial institution in India or any other country nor any contract awarded to us for
such works have been rescinded, during last Three years prior to the date of this Bid.

The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent
information deemed necessary and requested by the Employer to verify this statement or regarding my (our)
competence and general reputation .

The undersigned understand(s) and agree(s) that further qualifying information may be requested, and agrees
to furnish any such information at the request of the Employer.

The undersigned binds himself with all the stipulations of the Bid Document including period of completion,
provision of adequate equipment, personnel and other resources required for completion within the stipulated
completion period and agree(s) to augment them, if found necessary for timely completion of the project, as
desired by the Employer.

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

The undersigned has never been convicted by any court of law for any of the offences under any Indian/
foreign laws.

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

Place

Date :

Proprietor/Partners/Directors/POA Holder

(Seal of Firm/Co.)

Identified by me,
BEFORE ME

/

APPENDIX-E

Tender Submission Requirements

In accordance with ITT 15 the Tenderer shall submit his Tender Submission structured in packages and sections as prescribed herein.

In accordance with ITT 15.1.4 each page of the Tender Submission and each drawing, including the Tender Documents and Addenda, shall be stamped and initialled by a person authorised to do so by the Power of Attorney.

PACKET A- “ QUALIFICATIONS AND AUTHORISATIONS”

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

- a) Valid Registration Certificate in Class 1(A).
- b) Valid bank solvency certificate for minimum solvency amount of Rs 150 Lacs for Class 1 (A) of Contractor for Civil works should be issued within period of 6 months prior to the date of submission of e-tender. Certificate of solvency shall be obtained from Schedule or Nationalised bank in the name of applicant/company only
- c) A document in support of Registration of GST (Goods and service tax)
- d) Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu undivided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
- e) Latest registered Partnership Deed in case of Partnership firm duly registered with Registrar of firms.

Tenderer’s Qualification

Sr no	Description
	Qualification Forms
1	Tenderer Information Form – 1.1
2	Historical contract non performance Form – 2
3	Financial Situation Form – 3.1
4	Average Annual Turnover Form – 3.2
5	Financial Resources Forms – 3.3a and Current Contract commitments /Work in progress Form 3.3b
6	Assessed Available Tender Capacity Form – 3.4
7	Relevant Construction Experience Form – 4.2 – Not used
8	Specific Experience in Key activities Form– 4.3
9	Proposed programme, Method statement , organisation and staffing Form – 5.1
10	Equipment
11	Appendix-D Tender Forms except Letter of Tender
12	MOU for TBM as per Appendix H
13	Appendix I

Tenderer’s Authorisation

Sr no	Description
1.	Power of Attorney for Signing the Tender
2.	Power of Attorney for Lead member of Joint Venture
3.	Joint bidding agreement / Joint venture agreement
4.	Tender Security Bank Guarantee
5.	Form of Undertaking to Provide Collateral Warranties
6.	Undertaking cum Indemnity Bond

(Tender Documents)

Sr no	Description
1	Tender Documents Under this section, Tenderers shall submit scanned copy of the Tender Documents, including any Tender Addenda (but excepting the FIDIC Conditions of Contract), with each page stamped and initialled by the authorised person.

PACKET B- “TECHNICAL SUBMISSION”

Tenderer’s Proposal

Sr no	Description
1	Technical Tender Forms
2	Civil Design The Tenderer shall provide concise technical details of its proposals for construction of the Civil Works in the following sections:
2.1	General arrangement drawings showing the proposed alignment of all tunnels, pipelines, and shafts (permanent and temporary).
2.2	General arrangement drawings showing the structure of each tunnel or pipeline. The drawings shall show the thickness of all lining systems, the joints between adjacent components, and shall indicate the proposed method of construction for each tunnel or pipeline.
2.3	General arrangement drawings of each shaft, showing the proposed temporary works required during construction including methods for dealing with existing service cables and pipes, the finished structure of each shaft, and the reinstatement at the surface following construction.
2.4	Void
2.5	Site security at each construction site including fencing and gates.
2.6	A design statement providing details of the methods to be adopted for temporary and permanent utility diversions.
2.7	A design statement providing details of the methods to be adopted for the detailed design of each major component of the works, including shaft structures and tunnel linings
2.8	The Tenderer is invited to highlight any features of his proposal that he considers adds value beyond the requirements of the tender documents.
2.9	Construction Plan The Tenderer shall provide a Construction plan including details of its proposals in the following sections:

Sr no	Description
2.9.1	Construction equipment to be employed, method statement for the entire works and plan and hours of operation.
2.9.2	Details of the project management and key site management staff
2.9.3	A clear methodology for the testing the works
2.9.4	The plan shall show the areas to be allocated for the storage of materials, the contractor's compound, facilities to be provided for the Engineer and the general access arrangements to the site and to the different areas within the site.
2.9.5	The means by which the Contractor shall comply with the Environmental Management Plan shall be included.
2.10	Control of Environmental Impacts The Tenderer shall provide concise technical details of its proposals in the following sections:
2.10.1	Environmental Management Plan.
2.10.2	Proposed methods of complying with the noise limits stated in the Employer's Requirements.
2.10.3	Principal noise sources and values at the boundary of each site (before and after control measures – if any).
2.10.4	Methods for control of dust from site operations
2.10.5	Draft Traffic Management Plan
2.10.6	Methods for transportation of construction materials and excavated spoil, including timing of operations where restrictions are necessary to comply with noise regulations.
2.10.7	Locations of spoil disposal sites and haulage routes from the shaft sites.
2.10.7	Management plans for disposal sites, including methods for preventing contamination of waterways and groundwater.
2.10.8	Methods for treatment and disposal of water from the construction sites.
2.10.9	The Tenderer is invited to highlight any features of his proposal that he considers adds value beyond the requirements of the tender documents.
2.11	Quality Assurance, Quality Control, Health and Safety Procedures The Tenderer shall provide concise details of its proposals in the following sections:
2.11.1	Quality assurance and control plans
2.11.2	CVs of persons with responsibility for quality assurance, quality control and health and safety.
2.11.3	Health and safety plan.
2.12	Programme.
2.12.1	The Tenderer shall provide a programme showing the critical path, stages of design and key milestones for the production of principal design and Contractor's Documents from the Commencement Date to the issue of the Taking-Over Certificate, consistent with the Contract requirements, and specifically the Employer's Requirements for times and stages of completion, tests on completion and Construction Documents. The bar chart shall be based on elapsed time rather than dates and shall include for obtaining consents and licences, design reviews, and Engineer review periods.
2.12.2	Lists and descriptions with respect to obtaining all necessary licences and consents.

PACKET C- “FINANCIAL SUBMISSION”

Sr no	Description	Ref
Forms		
1.1	Letter of Tender	ITT 15
1.2	Form of Undertaking to provide Performance Bank Guarantee	ITT 21
1.3	Pricing Schedules	ITT 20

APPENDIX-F – PRICING SCHEDULE

INSTRUCTIONS FOR PRICING SCHEDULES

- 1.1. Pricing Schedules and the Contract
- 1.2. Appendix F Documents
2. General Instructions
 - 2.1. General Provisions
 - 2.2. Completion Instructions

PRICING SCHEDULE A1.1 - Preliminaries and General Items

PRICING SCHEDULE A1.2 – Contractor’s Documents

PRICING SCHEDULE A1.3 – Tunnels

PRICING SCHEDULE A1.4 – Shafts

PRICING SCHEDULE A1.5 – Feeder Sewers

PRICING SCHEDULE A1.6 – Tests on Completion

PRICING SCHEDULE A1.7 – Provisional Sums General

PRICING SCHEDULE A1 – Summary

1. INSTRUCTIONS FOR PRICING SCHEDULES

1.1. PRICING SCHEDULES AND THE CONTRACT

- 1) TENDERERS ARE STRONGLY CAUTIONED TO REVIEW THE PRICING PROVISIONS AND TERMS OF PAYMENT OF THE CONTRACT BEFORE COMPLETING THE PRICING FORMS. IN PARTICULAR, TENDERERS MUST TAKE INTO ACCOUNT ALL CONTRACTUAL OBLIGATIONS FOR PAYMENT SET OUT IN THE PREAMBLE TO THE SCHEDULES IN VOLUME III SCHEDULE OF PAYMENTS. THESE INSTRUCTIONS WILL NOT BE INCLUDED IN THE CONTRACT DOCUMENTS.

1.2. APPENDIX F DOCUMENTS

- 1) This Appendix F contains the following documents:
 - a) General Instructions for Pricing Schedule;
 - b) Pricing Schedule A1 –Works & Grand Summary
- 2) References to “Parts” are intended to refer to Parts of these Instructions.

2. GENERAL INSTRUCTIONS

2.1. GENERAL PROVISIONS

- 1) Pricing Schedule A1 is divided into a number of sub-pricing schedules; each covering a different element of the scope of work.
- 2) The sum of the prices in a sub-pricing schedule is the Pricing Schedule Value, which is carried forward to the Pricing Schedule A1 – Summary.
- 3) The total of Pricing Schedule Values is the Summary or as may be revised in accordance with the Contract. The Summary shall be the total amounts to be paid to the Contractor for executing, completing, and performing all obligations under the Contract, as described in or inferred from the Contract as a whole except for changes determined by the Engineer as being due in accordance with the Conditions of Contract.
- 4) The sub-pricing schedules provide a breakdown of the costs of the element of works covered by the schedule into the major items included in the work. The sub-pricing schedules and the breakdowns contained in them are not a complete or fully detailed description of the scope and extent of the Works. It is the responsibility of the Contractor to ascertain the full scope of the Works by reference to the Contract as a whole.

2.2. COMPLETION INSTRUCTIONS

- 1) Pricing Schedule A1 has been prepared to indicate the format and extent of detail required in the Tender Submission.
- 2) In preparing and completing Pricing Schedule A1, the Tenderer may add additional items and prices to more accurately reflect his pricing. However, no item shall be deleted from Pricing Schedule A1 and Pricing Schedule A1 shall be completed in accordance with the Instruction to Tenderers and the instructions to each schedule.
- 3) There shall be no tendering adjustments or discounts allowed to the Tender Total.
- 4) The layout and descriptions in Pricing Schedules A1.1 to A1.7 shall remain as shown, except that the Tenderer is free to enter additional items in each one as required to fully cost his Tender Submission.
- 5) Each individual item of Pricing Schedule A1 shall have an amount entered against it in clear monetary figures. Such amounts shall properly reflect and allow for the full inclusive value of the work covered by that item. The use of the term “included” or the insertion of a zero value shall not be permitted. Where an item description is not applicable to the Contractor’s Tender Submission the term “n/a” is permitted.
- 6) The Tenderer shall note that in respect of Pricing Schedules A1.1, and A1.2, A1.4 and A1.5, the total of the items in the schedules shall not exceed the values indicated in the footnote the corresponding schedules in total of the Subtotal ST in the Price Schedule A1 Summary excluding tax.
- 7) If the Employer considers that the Tenderer has tendered sums in Pricing Schedule A1 by overloading particular items to enable early payment, the Employer shall request additional information on the breakdown of the pricing. If sufficient information is not provided to justify the amounts tendered, the Employer may at his discretion determine a more suitable interim payment mechanism, keeping in mind the proportions indicated in point 7 above.
- 8) The pricing schedule A1: summary shall be submitted in Packet C.
- 9) The break ups of pricing schedule from A1.1 to A1.6 shall be submitted in sealed envelope on date of opening of Packet C.

PRICING SCHEDULE A1.1 - PRELIMINARIES AND GENERAL ITEMS
(shall be submitted in sealed envelope on date of opening of packet C)

Item Ref	Item Description	Unit	Amount (INR)
1.1	Engineer's Requirements.		
1.1.1	Provide, maintain and remove Engineer's site office. (Maximum 0.25%)	Sum	
1.2	Project Management and Supervision.		
1.2.1	Establish, maintain and remove Contractor's site offices, workshops, welfare and other facilities. (Maximum 0.25%)	Sum	
1.3	Insurances, Bonds and Guaranties		
1.3.1	Provide and Maintain Insurances as per Clause 18 of Conditions of Contract (Tenderer to list below)* (Maximum 1%)	Sum	
1.3.2	Provide and maintain all bonds and guarantees. (Maximum 0.25%)	Sum	
1.3.3	Collateral Warranties(Maximum 0.25%)	Sum	
1.4	Commissioning of Construction Equipment including TBM (after commissioning of the TBM) (Maximum 10%)	Sum	
1.5	Commissioning of Casting yard and equipment. (Maximum 4%)	Sum	
	The Tenderer may enter any other items not covered in other items in this Pricing Schedule which he wishes to identify for separate payment in fulfilling his obligations of the Contract		
	Total Pricing Schedule A1.1 Value (to Grand Summary)		

*** - The amount here will be limited to the actual cost of premium on the insurances. In addition to the above, the total price payable under the above schedule will be limited to 16% of the total cost quoted.**

PRICING SCHEDULE A1.2 – CONTRACTOR’S DOCUMENTS
(shall be submitted in sealed envelope on date of opening of packet C)

This Pricing Schedule comprises the provision and execution of design services necessary for implementation of the Works and includes for the submission of all Construction Documents, the attendance at meetings, all liaison with relevant parties, inspection reporting, model tests, risk assessments and any activities necessary to complete the design.

Item Ref	Item Description	Unit	Amount (INR)
2.1	General		
2.1.1	Preparation, submission and management of all necessary permissions, approvals and consents to be obtained in advance of commencement of construction.	Sum	
2.1.2	Liaise and consult as necessary with all external third parties including all agencies responsible for the permissions, approvals and consents to be obtained.	Sum	
2.1.3	Carry out all necessary topographic survey.	Sum	
2.1.4	Carry out all necessary geotechnical investigations.	Sum	
2.1.5	Carry out all necessary utility survey and mapping.	Sum	
2.1.6	Carry out pre-construction surveys on all buildings or other structures that could be affected by the construction of the Works	Sum	
2.1.7	Progress photographs / videos and progress reporting.	Sum	
2.2	Submission & Approval of Design Documents for the following:		
2.2.1	Jacking Pipes and Tunnel Segments	Sum	
2.2.2	Physical Modelling (Drop Shaft DS06) Design Report	Sum	
2.2.3	Tunnel Shafts	Sum	
2.2.4	Drop Shafts	Sum	
2.2.5	Screen Chambers	Sum	
2.2.6	Mechanical & Electrical Equipments (Screen Chambers)	Sum	
2.2.7	Upstream Manholes, Diversion chambers etc.	Sum	
2.2.8	Upstream Sewer Pipes	Sum	
2.2.9	Tunnel horizontal alignment	Sum	
2.2.10	Temporary site layouts	Sum	
2.2.11	As-Built Drawings and Documents	Sum	
2.3	Other Items Entered by Tenderer (List Below)		
Total Pricing Schedule A1.2 Value (to Grand Summary)			

The total price payable under the above schedule will be limited to 3% of the total cost quoted.

PRICING SCHEDULE A1.3 – TUNNELS
(shall be submitted in sealed envelope on date of opening of packet C)

This Pricing Schedule comprises the construction of:

- 2600mm ID Tunnel using segmental lining
- 1600mm ID Microtunnel using jacking pipes.
- 5000mm ID NATM Tunnel.
- 3000mm ID NATM Tunnel.

The construction of all necessary temporary works including temporary access shafts and disposal of muck are included. No separate payment will be made for dewatering during excavation works.

Also included is the monitoring of the works to ensure the stability of tunnel, ground and adjacent structures.

Item Ref	Item Description	Unit	Amount (INR)
3.1	2600mm ID Segmental Tunnel		
3.1.1	Construction Tunnel from Tunnel Shaft S08 to S12	Sum	
3.2	1800 & 1400mm ID Mictotunnel		
3.2.1	Construction of 1800mm ID Tunnel from Tunnel Shaft S12 to Drop Shaft DS12	Sum	
3.2.2	Construction of 1400mm ID Tunnel from Tunnel Shaft S09 to DS09	Sum	
3.3	5000mm ID NATM Tunnel	Sum	
3.4	3000mm ID NATM Tunnel	Sum	
3.5	Other Items Entered by Tenderer (List Below)		
Total Pricing Schedule A1.3 Value (to Grand Summary)			

PRICING SCHEDULE A1.4 – SHAFTS
(shall be submitted in sealed envelope on date of opening of packet C)

This Pricing Schedule comprises the construction of permanent shafts associated with the Tunnel.

Site Establishment includes fencing, security lighting, provision of temporary buildings, connection of temporary services, arrangements for the treatment and disposal of water, and other items not specifically required for shaft construction or covered by other items in the Bill for each shaft.

Items for the permanent structure include all temporary works and the disposal of spoil. No separate payment will be made for dewatering during excavation works.

Item Ref	Item Description	Unit	Amount (INR)
4.1	Tunnel Shaft S12– Oshiwara Bus Depot		
4.1.1	Site Establishment	Sum	
4.1.2	Diversion of Utilities	Sum	
4.1.3	Shaft Excavation and Support	Sum	
4.1.4	Permanent shaft structure	Sum	
4.1.5	PU Coating inside shaft	Sum	
4.1.6	Reinstate surface and demobilise site	Sum	
4.1.7	Other Items Entered by Tenderer (List below)	Sum	
	Sub Total 4.1		
4.2	Drop Shaft DS12 – Existing Goregoan IPS		
4.2.1	Site Establishment	Sum	
4.2.2	Diversion of Utilities	Sum	
4.2.3	Shaft Excavation and Support	Sum	
4.2.4	Permanent shaft structure	Sum	
4.2.5	PU Coating inside shaft	Sum	
4.2.6	Reinstate surface and demobilise site	Sum	
4.2.7	Other Items Entered by Tenderer (List below)	Sum	
	Sub Total 4.2		
4.3	Tunnel Shaft S11 – MHADA Colony		
4.3.1	Site Establishment	Sum	
4.3.2	Diversion of Utilities	Sum	
4.3.3	Shaft Excavation and Support	Sum	
4.3.4	Permanent shaft structure	Sum	
4.3.5	PU Coating inside shaft	Sum	
4.3.6	Reinstate surface and demobilise site	Sum	
4.3.7	Other Items Entered by Tenderer (List below)	Sum	
	Sub Total 4.3		
4.4	Tunnel Shaft S10 – Infinity Mall Junction		
4.4.1	Site Establishment	Sum	
4.4.2	Diversion of Utilities	Sum	
4.4.3	Shaft Excavation and Support	Sum	
4.4.4	Permanent shaft structure	Sum	
4.4.5	PU Coating inside shaft	Sum	
4.4.6	Reinstate surface and demobilise site	Sum	
4.4.7	Other Items Entered by Tenderer (List below)	Sum	
	Sub Total 4.4		
4.5	Tunnel Shaft S09 – Near Malad Bus Depot		
4.5.1	Site Establishment	Sum	

Item Ref	Item Description	Unit	Amount (INR)
4.5.2	Diversion of Utilities	Sum	
4.5.3	Shaft Excavation and Support	Sum	
4.5.4	Permanent shaft structure	Sum	
4.5.5	PU Coating inside shaft	Sum	
4.5.6	Reinstate surface and demobilise site	Sum	
4.5.7	Other Items Entered by Tenderer (List below)	Sum	
	Sub Total 4.5		
4.6	Drop Shaft DS09 – Malad Bus Depot		
4.6.1	Site Establishment	Sum	
4.6.2	Diversion of Utilities	Sum	
4.6.3	Shaft Excavation and Support	Sum	
4.6.4	Permanent shaft structure	Sum	
4.6.5	PU Coating inside shaft	Sum	
4.6.6	Reinstate surface and demobilise site	Sum	
4.6.7	Other Items Entered by Tenderer (List below)	Sum	
	Sub Total 4.6		
4.7	Tunnel Shaft/Overflow Shaft S09A – Malad Creek		
4.7.1	Site Establishment	Sum	
4.7.2	Diversion of Utilities	Sum	
4.7.3	Shaft Excavation and Support	Sum	
4.7.4	Permanent shaft structure	Sum	
4.7.5	PU Coating inside shaft	Sum	
4.7.6	Reinstate surface and demobilise site	Sum	
4.7.7	Other Items Entered by Tenderer (List below)	Sum	
	Sub Total 4.7		
4.8	Tunnel Shaft S08 – Bald Patch near MaladWwTF		
4.8.1	Site Establishment	Sum	
4.8.2	Diversion of Utilities	Sum	
4.8.3	Shaft Excavation and Support	Sum	
4.8.4	Permanent shaft structure	Sum	
4.8.5	PU Coating inside shaft	Sum	
4.8.6	Reinstate surface and demobilise site	Sum	
4.8.7	Other Items Entered by Tenderer (List below)	Sum	
	Sub Total 4.8		
4.9	Tunnel Shaft S08A –near NewMaladIPS		
4.9.1	Site Establishment	Sum	
4.9.2	Diversion of Utilities	Sum	
4.9.3	Shaft Excavation and Support	Sum	
4.9.4	Permanent shaft structure	Sum	
4.9.5	PU Coating inside shaft	Sum	
4.9.6	Reinstate surface and demobilise site	Sum	
4.9.7	Other Items Entered by Tenderer (List below)	Sum	
	Sub Total 4.9		
4.10	Any Other Works including service shafts, if required by the Contractor	Sum	
	Total Pricing Schedule A1.1 to A1.4 (Summary)		

THIS COST SHALL NOT BE HIGHER THAN 9% OF THE TOTAL COST.

PRICING SCHEDULE A1.5 – SCREEN CHAMBERS, FEEDER SEWERS, MANHOLES AND MISCELLANEOUS ITEMS

(shall be submitted in sealed envelope on date of opening of packet C)

This Pricing Schedule comprises the construction of screen chambers including screens, all upstream sewers lines and upstream manholes as shown in the drawings Volume IIC and Miscellaneous items. Miscellaneous items includes demolishing and reinstatement of compound wall, concrete road, Tree cutting and transplantation, ladders, shaft air vents etc. complete. Upstream sewer lines may be constructed by tunnelling methods or by excavation from the surface.

Item Ref	Item Description	Unit	Amount (INR)
5.1	Screen Chamber SC12 (Goregoan PS)		
5.1.1	Civil Items	Sum	
5.1.2	Mechanical Items	Sum	
5.1.3	Electrical Items	Sum	
5.1.4	Instrumentation Items	Sum	
5.2	Screen Chamber SC11 (MHADA Colony)		
5.2.1	Civil Items	Sum	
5.2.2	Mechanical Items	Sum	
5.2.3	Electrical Items	Sum	
5.2.4	Instrumentation Items	Sum	
5.3	Screen Chamber SC09 (Malad Bus Depot)		
5.3.1	Civil Items	Sum	
5.3.2	Mechanical Items	Sum	
5.3.3	Electrical Items	Sum	
5.3.4	Instrumentation Items	Sum	
5.4	Screen Chamber/Tunnel Shaft SC08/S08 (Near MaladWwTF)		
5.4.1	Civil Items	Sum	
5.4.2	Mechanical Items	Sum	
5.4.3	Electrical Items	Sum	

Item Ref	Item Description	Unit	Amount (INR)
5.4.4	Instrumentation Items	Sum	
5.5	Upstream Feeder sewers and manholes	Sum	
5.6	Miscellaneous Items	Sum	
5.7	Other Items Entered by Tenderer (List below)		
Total Pricing Schedule A1.5 Value			

THIS COST SHALL NOT BE HIGHER THAN 9% OF THE TOTAL COST.

PRICING SCHEDULE A1.6 – TESTS ON COMPLETION

(shall be submitted in sealed envelope on date of opening of packet C)

Item Ref	Item Description	Unit	Amount (INR)
6.1	Pre-commissioning and commissioning tests		
6.1.1	CCTV Inspection of the Works	Sum	_____
6.2	Other Items Entered by Tenderer (List below)		
Total Pricing Schedule A1.6 Value			_____

The total price payable under the above schedule will be limited to 1% of the total cost quoted.

PRICING SCHEDULE A1 – SUMMARY

(shall be submitted in packet C)

Item Ref	Item Description	Amount (Rupee INR)
S1	Pricing Schedule A1.1: Preliminaries and General Items	_____
S2	Pricing Schedule A1.2: Design	_____
S3	Pricing Schedule A1.3: Tunnels	_____
S4	Pricing Schedule A1.4: Shafts	_____
S5	Pricing Schedule A1.5: Screen Chambers, Feeder Sewers, Manholes and Miscellaneous Items	_____
S6	Pricing Schedule A1.6: Tests on Completion	_____
TT	TENDER TOTAL, incl. GST	_____
	Provisional Sums	20,00,00,000.00

[Note to Tenderers: The Successful Tenderer's completed Pricing Schedules taken from the Tenderer's Tender Submission, after correction for errors in accordance with ITT 36.0., will be inserted here in the Contract Documents]

APPENDIX-G

Contract Document

Contract document consisting of the following volumes\

- (i) Volume I – Conditions of Contract consisting of:
 - (A) General Conditions of Contract
 - (B) Particular Conditions of Contract
 - (C) Appendix to Tender
- (ii) Volume II – Employers Requirement
- (iii) Volume IIA- General Specification
- (iv) Volume IIB – Drawings;
- (v) Volume III – Schedule of Payment;
- (vi) Volume IV – Contract Forms
- (vii) Volume V – Site data

APPENDIX-H (Packet A)

MEMORANDUM OF UNDERSTANDING

(MOU FOR TBM TO BE SUBMITTED ON A 500 Rs. STAMP PAPER AND DULY NOTARISED)

This memorandum of understanding (hereinafter referred to as MOU) is made and entered into this _____ day of _____ by and between _____ (Bidder) having _____ their _____ registered _____ office _____ at _____ (hereinafter referred to as Bidder) and _____ (Tunnel Boring Machine Manufacturer) having its registered office at _____ (hereinafter referred to as Tunnel Boring Machine Manufacturer) hereinafter collectively referred to as the parties and individually as a Party.

AND WHEREAS, Deputy Municipal Commissioner (Engineering), Brihanmumbai Municipal Corporation, (hereinafter referred to as the "Employer") has invited bids for **“Design and Construction of Priority Sewer Tunnel Phase II”** in Mumbai, Maharashtra, India (hereinafter referred to as the: Project”).

WHEREAS, M/s _____ (Bidder) is desirous to submit the Bid Application for the Project. The condition of the Bid Document permits collaboration with a Tunnel Boring Machine Manufacturer for either procurement of a new machine or to arrange for a refurbished Tunnel Boring Machine.

WHEREAS, M/s _____ (Bidder) intends to associate with _____ (Tunnel Boring Machine Manufacturer) in the form of Collaboration, Being an experienced Tunnel Boring Machine Manufacturer, Tunnel Boring Machine Manufacturer agrees to collaborate with _____ (Bidder) for the “Supply of the Tunnel Boring Machine” / “Refurbishment and Supply of Tunnel Boring Machine”{STRIKE OFF WHICH IS NOT APPLICABLE} as per the requirements of this project including supporting back up muck disposal system and to give technical assistance in execution of the project.

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

- 1) _____ (Bidder) will include _____ (Tunnel Boring Machine

Manufacturer) will Supply of the Tunnel Boring Machine” / “Refurbishment and Supply of Tunnel Boring Machine” {STRIKE OFF WHICH IS NOT APPLICABLE} as per the requirements of this project including supporting back up muck disposal system and to give technical assistance in execution of the project..

- 2) This MOU is considered to be irrevocable for the present project. It is hereby agreed that both parties will work in a joint effort to bid for the Tender, and if successful, _____ (Tunnel Boring Machine Manufacturer) will supply the Tunnel Boring Machine including supporting back up muck disposal system and to give technical assistance in execution of the project.
- 3) “_____ (TBM Manufacturer) confirms that they are in possession of Tunnel Boring Machine of the required bore diameter (inclusive of all support backup infrastructure & Muck disposal arrangement) having make & identification no. and agree to deploy the same machine in case _____ (Bidder) is awarded the work.
- 4) ----- (Tunnel Boring Machine Manufacturer) undertakes that the Tunnel Boring Machine (TBM) being offered conform to all the technical specification requirement set forth in the tender a..... (Tunnel Boring Machine Manufacturer) undertakes that the TBM being and further agree to abide by with the execution schedule (pertaining to timely deployment of TBM) agreed by the..... (Bidder).
- 5) Both the parties under the contract undertake not to communicate to third party any part of this agreement or information which is Technical, financial or otherwise which will be exchanged between the parties during the period of this agreement and 5 (five) years thereafter without prior approval of the BMC providing the information, except as may be required for the contract bid submission and execution.
- 6) This MOU shall be terminated if(Bidder) is not awarded with the work and(Tunnel Boring Machine Manufacturer) shall be free to associate with any other contractor.

IN WITNESS WHEREOF,

The parties hereto have duly executed this MOU through their authorized representatives as on day and year written above.

For and on behalf of

(Bidder)

(Tunnel Boring Machine Manufacturer)

Authorized Signatory

Authorized Signatory

Name :

Name :

Position:

Position:

APPENDIX I

ELIGIBILITY CONDITIONS AND REQUIREMENTS AS PER GOI CIRCULAR

The qualification shall be also governed by the requirements prescribed in the order no. 1 under reference F.No.6/18/2019-PPD of Ministry of Finance, Government of India (subject: "Insertion of Rule 144 (xi) in the general Financial Rules (GFRs), 2017") dated 23rd July 2020 and the clarifications issued vide Order no. 2 under even number dated 23rd July 2020 and Order No. 3 under even number dated 24th July 2020.

In addition to the clauses in ITT Clause 3.1, the following conditions shall also apply in determining the eligibility of the bidders:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

The following certificates shall be signed and submitted duly notarised on a Rs.500/- non judicial stamp paper.

A. Applicable for Tenderers / JV Members

CERTIFICATE

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

I also certify that this bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature

Authorised Signatory

Address

Date

B. Applicable for Consultants / Sub Contractors / Service Providers

CERTIFICATE

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this firm/Company is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this firm/Company fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

It is clarified that the bids of the parties that do not comply to the above requirements as of the final bid submission date shall be summarily rejected.