

**BRIHANMUMBAI MUNICIPAL CORPORATION
(MUMBAI SEWAGE DISPOSAL PROJECT DEPARTMENT)**



**PROJECT MANAGEMENT CONSULTANCY SERVICES
FOR
MALAD WWTF UNDER MSDP STAGE-II (PRIORITY WORKS)**

OCTOBER- 2022

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

Table of Contents

SECTION-I: e-Tender Notice	5
SECTION-II Special Instructions to Bidders for E-Tendering	10
SECTION-III Instruction to Bidders	17
General	18
1. Eligibility.....	21
2. Technical & Financial capabilities	Error! Bookmark not defined.
3. Personnel Capabilities	Error! Bookmark not defined.
SECTION-IV General Conditions of Contract	50
General Conditions of Contract	51
1. General Provisions	51
1.1 Definitions.....	51
1.2 Law Governing Contract	52
1.3 Language.....	52
1.4 Headings	52
1.5 Notices.....	52
1.6 Location	53
1.7 Authorized Representatives	53
1.8 Income Tax.....	53
2. Commencement, Completion, Modification and Termination of Contract	53
2.1 Effectiveness of Contract	53
2.2 Commencement of Services	53
2.3 Expiration of Contract	53
2.4 Modification.....	54
2.5 Force Majeure.....	54
2.5.1 Definition.....	54
2.5.2 No Breach of Contract	54
2.5.3 Measures to be Taken	54
2.5.4 Extension of Time	55
2.5.5 Consultation.....	55
2.6 Suspension.....	55
2.6.1 Step-in Rights	55
2.7 Termination.....	55
2.7.1 By BMC	55
2.7.2 By the Consultant.....	56
2.7.3 Payment upon Termination	57
3. Obligations of The Consultant	57
3.1 General.....	57
3.2 Conflict of Interests	57
3.3 Confidentiality	58

3.4	Liability of the Consultant.....	58
3.5	Indemnification of the Client by the Consultant	59
3.6	Insurance to be Taken Out by the Consultant	59
3.7	Consultant's Actions Requiring BMC's Prior Approval.....	60
3.8	Reporting Obligations	60
3.9	Documents Prepared by the Consultant to be the Property of the Client.....	60
3.10	Drawings.....	61
4.	Consultant Personnel	61
5.	4.1 General	61
	4.2 Description of Personnel	61
	4.3 Agreed Personnel	61
	4.4 Removals and/or Replacement of Personnel	61
6.	Obligations of The Client	62
	5.1 Assistance and Exemptions	62
	5.2 Change in the Applicable Law.....	62
	5.3 Payment	62
	5.4 Office for Consultant	63
7.	Payments to the Consultant	63
8.	Fairness and Good Faith.....	63
	7.1 Good Faith.....	63
	7.2 Operation of the Contract.....	63
	7.3 GST	63
	7.4 Other Taxes	63
9.	Compensation for Delay	64
10.	Settlement of Disputes.....	64
	9.1 Amicable Settlement	64
11.	Provisional Sum	64
12.	Interest on Delayed Payment.....	64
13.	Price adjustment / Escalation	64
	SECTION-V Terms of Reference	65
	Terms of Reference.....	66
1.	Project Management Stage and O&M Stage:.....	69
	SECTION-VI Technical Proposals -Standard Forms	89
	Form of Technical Bid Submission	90
	Annual Turnover Form	93
	Form TECH-1: Information regarding status of Consultant	94

Form TECH-2A: Consultant’s Organization and Experience	95
Form TECH-2B: Firm’s Relevant Experience References	96
Form TECH-3: Team Composition and Task Assignments.....	97
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment.....	98
Form TECH-5: Curriculum Vitae (CV) for proposed Staff.....	99
Form TECH-6: Historical Contract Non-Performance.....	100
Undertaking cum Indemnity Bond	101
Form TECH-7: Expert Schedule¹	102
Form TECH-8: Work Schedule	103
SECTION-VII Financial Proposals-Standard Forms.....	107
Form FIN-1: Financial Proposal Submission Form.....	108
Form FIN 2: Summary of Costs.....	109
(To be submitted ONLINE only as a Packet C).....	109
Form FIN 3: Breakdown of Remuneration of Key Staff and Support Staff(To be uploaded in Folder C)	110
SECTION-VIII Appendices	111
Appendix-B: Performance Bank Guarantee.....	114
Appendix-C: Advance Bank Guarantee.....	116
Appendix-D:	117
Not Used.....	117
Appendix-E: Form of undertaking to provide Parent company/Sister concern guarantee	118
Appendix-F: Parent Company/Sister Concern Guarantee	119
Annexure-1	122
TENDER SECURITY BANK GUARANTEE.....	123
Power of Attorney of Lead Member of Joint Venture.....	124

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

BRIHANMUMBAI MUNICIPAL CORPORATION
MUMBAI SEWAGE DISPOSAL PROJECT DEPARTMENT
e-TENDER NOTICE

1. The Municipal Commissioner of Greater Mumbai invites the online tenders in three packet system (Packet A, B & C) on LeastCost Quality Basis Selection (LCQS) for providing **“Project Management Consultancy Services for Malad WwTF under MSDP Stage-II(Priority Works)”**. The tender copy can be downloaded from BMC’s portal (<http://portal.BMC.gov.in>) under ‘e-procurement’ section.
2. The contract period for the subject consultancy work is 132 months inclusive of monsoon (i.e. 72 months for PMC activities and 60 months for O&M activities (i.e. 36 Months for the first three years of O&M plus 12 months of 10th year of O&M plus 12 months of 14th year of O&M.)

3. **Post Qualification Criteria:**

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

<p>I Financial Capabilities:</p> <p>Average annual turnover of consultancy firm shall be minimum 80 crores in the last five (5) financial years. i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.</p> <p>In case, the bidding firm is a Joint Venture, each partner shall meet at least 50% of requirement of Financial capabilities.</p>
<p>II Technical Capabilities:</p> <p>The consultancy firm, as a single entity or as a Joint Venture Partner (with minimum 30% shareholding in JV)/ Consortium/ Associated Partner must have carried out the work of Project Management Consultancy for Design, Detailed Engineering and supervision during construction period, internationally / nationally for project involving waste water/effluent treatment of –</p> <p>2(a) One plant* of capacity not less than 360 MLD in last twenty years. OR Two plants* of capacity not less than 225 MLD each in last twenty years. OR Three plants* of capacity not less than 180 MLD each in last twenty years.</p> <p>*These plants should be in operation as on the date of submission of tender.</p> <p align="center">AND</p> <p>2(b) The consultancy firm, as a single entity or as a Joint Venture Partner (with minimum 30% shareholding in JV)/ Consortium/ Associated Partner or its personnel must have carried out the work of Project Management Consultancy for</p> <p>One Project involving Reclamation of plot area 15 Ha. OR</p>

Two Projects involving Reclamation of plot area 9 Ha.

OR

Three Projects involving Reclamation of plot area 7.5 Ha.

In case a bidding firm qualifies criteria 2(b) on the basis of experience of its personnel, the firm shall submit commitment of retaining these experienced personnel till the work of Reclamation of land is completed.

In case, the bidding firm is a Joint Venture, one of the partners shall meet the requirement of technical capabilities and other partners shall be in the business of water and wastewater sector for last 5 years.

4. Bidder shall be in existence for atleast 5 years. Authorized change in name & style shall be considered. The Consultancy shall have valid ISO-9001 Certification. If the bidder is JV, Lead member of JV shall meet the criteria of atleast 10 years of existence and having valid ISO 9001 Certification.

5. Bidders who are either single entity or a Joint Venture of not more than 2 firms are eligible to bid for this consultancy work. Sole Proprietary firms and association of two or more entities are not permitted. However, wholly owned subsidiary of the foreign company is eligible to quote based on the credentials of its parent company/sister concern, if they submit certificate from the parent company/sister concern to that effect.

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

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

6. Interested Bidder may obtain further information from the office of the Chief Engineer (MSDP) on working days between 11.00 hours to 17.00 hours at the following address.

Chief Engineer (MSDP),
2nd floor, Engineering Hub Building,
Dr.E.Moses Road, Near Worli Naka,
Worli, Mumbai-400 018
E-mail: che.msdp@mcgm.gov.in
ee01.msdp@mcgm.gov.in

7. All interested bidders (including all member entities of Joint Venture, if bidder is a Joint Venture), whether already registered or not registered with BMC, are mandated to get registered with BMC for e-tendering process, Login Credentials to participate in the online tendering process on the above-mentioned portal under 'e-procurement'. The details of the same are available on BMC portal (<http://portal.mcgm.gov.in>) under 'e-procurement' tab.

8. For the registration, enrolment for digital signature certificate & user manual, Bidder may please refer to respective links provided in e-tendering tab on BMC website. The Bidders can get digital signature from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying Authorities namely Safescrypt, IDRBT, National Informatics Centre, Customs, MTNL, GSFC and eMudhra CA.

9. Detailed procedure for e-Tendering process is displayed under e-tender tab on BMC website. The tender documents may be downloaded by clicking the links C-

(collaboration)& then 'Folder' in 'BMC Documents', which includes the tender documents along with other relevant documents.

10. The tender documents shall be downloaded from e- tender portal as per schedule given hereunder after online payment of INR 10,400/- + applicable GST through BMC Payment Gateway.
11. Tenders must be accompanied by Tender Security /Earnest Money Deposit (EMD) of Rs. 43,38,220/-to be paid online through BMC's payment gateway, on or before the end date & time of submission of tender. Bidding firms registered with BMC and those who have paid a Standing Deposit shall also have to pay fresh Tender Security/EMD. In case of JV, the EMD shall be paid either by JV or by lead member of the JV.
12. The e-tenders, _____ duly _____ filled in, should be uploaded and submitted online on or before the end date of _____ submission. The dates and time for uploading the e-Tender & opening of the e-Tenders are as under:

Sr. No.	Description	Date and Time
1.	Bid No.	7200037132
2.	Sale of e-Tender starts from	13.10.2022 at 11.00 AM
3.	Last Date & Time of Sale of tender	01.11.2022 at 01.00 PM
4.	Last Date & Time of e- Tender submission	01.11.2022 at 04.00 PM
5.	Opening of packet 'A' of e-Tender	03.11.2022 at 04.00 PM
6.	Opening of packet 'B' of e-Tender	10.11.2022 at 04.00 PM
	Opening of packet 'C' of e-Tender (Including contents of Folder 'C')	17.11.2022 at 04.00 PM

13. The self-attested physical copy of the digitally signed e-tender submission (of Packet A & B only) shall be submitted within 2 working days during the office hours from the end date of e-tender submission in the office of Ch.E.(MSDP). Pre-Bid meeting will be held in the office of Ch.E. (MSDP) at the address mentioned above on **20.10.2022 at 11.30 AM**
14. Bidders shall express the price of their services in the Local currency (Indian Rupees only). All payments shall be made in INR and not in any other currency.
15. Other details can be seen in e-tender document. The dates and time for submission and opening of the bid are as shown in the data; if there are any changes in the dates, the same will be displayed on the BMC Portal: <http://portal.BMC.gov.in>.
16. The BMC reserves the right to cancel the e-tender before submission / opening of e-tenders, to postpone the e-tenders submission/ opening dates and to accept/ reject any or all e-tenders without assigning any reason thereof at any stage.

Sd/-
Chief Engineer (MSDP)

This page is intentionally blank.

SECTION-II Special Instructions to Bidders for E-Tendering

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) Open the e-Tendering application by clicking the link available in 'e-Tendering' section of BMC Portal.
- b) Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Please note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.
- c) 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 consultant can register his interest to participate. Without Registration one cannot quote for the Bid/Tender. Download all the documents by clicking the links Folder 'BMC Documents', which includes the bid documents along with other relevant information documents.
- e) Pay EMD as per the instructions given in the Bid Document.
- f) Upload the tender (bid) documents as specified in this tender document, in the folder named 'Bidder Documents'. System will prompt for digital signature certificate while uploading these documents.
- g) The consultant shall download the relevant documents where the information is to be filled in, take out the print, fill up the required information

and sign, scan the documents and upload the same in the folder named 'Bidder Documents'.

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

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

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

che.msdp@mcmgm.gov.in
ee01.msdp@mcmgm.gov.in

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

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

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

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

a) Bidders will have to create their e-wallet for online payment. Tender Security /Earnest Money Deposit (EMD) of Rs. 43,38,220/- to be paid online through BMC's payment gateway. System will generate acknowledgement of the EMD paid from e-wallet of the bidder, the scanned copy of which shall be uploaded in Packet A.

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

~~Bank Name: STATE BANK OF INDIA,~~

~~Main Branch, Hornimann Circle,~~

~~Mumbai Samachar Marg,~~

~~Fort, Mumbai - 400023~~

~~Name of Account Holder: Municipal Corporation of Greater Mumbai~~

~~Water and Sewage Fund~~

~~Account No.: 10996680907~~

~~IFSC Code: SBIN0000300~~

~~All the Bank Guarantees (BG) including extensions of BGs will attract stamp duty as per Stamp Act. All processing charges for online bank guarantee along with stamp duty shall be borne by the tenderer and the scanned copy of payment of stamp Duty shall be uploaded in Packet 'A'~~

b) In case of Indian consultants, scanned copy of Goods and Service Tax (GST) Registration Certificate is mandatory. Those not registered shall submit an undertaking to that effect.

c) In case of Indian consultants, scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi

Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.

- d) Scanned copy of Company Registration Certificate
- e) Scanned copy of latest Partnership Deed, in case of Partnership firms (wherever applicable).
- f) Scanned copy of duly registered Power of Attorney, wherever applicable.
- g) Valid e-Mail ID's of the consultants and name for correspondence.
- h) Scanned copy of ISO-9001 Certification
- i) Scanned copy of Documents in support of meeting the eligibility criteria defined in the tender

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

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

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

Complete Technical Proposals- Standard Forms as per Section VI.

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

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

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

Note:

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

If any additional information is requested by BMC., then such additional information should be e-mailed within the period stipulated. If additional

information is not received in stipulated time, in such lapses, M.C.G.M shall not be responsible and it will be treated as Non-compliance of additional information by the Consultants.

III. **Thee-Packet 'C' and Folder 'C'**

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

The bidder shall fill ONLINE the total cost of financial proposal as per Form FIN 2 : 'Summary of Cost', whereas breakup of cost as per Form FIN 3 : 'Breakdown of Remuneration of Key Staff and Support Staff' shall be uploaded in Folder 'C'. The bidder shall also upload Form FIN-1 : 'Financial Proposal Submission Form' in Folder 'C'

Contents of Packet C and Folder C do not require physical submission. Folder C shall be opened only after opening of e-Packet C.

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

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

Start Date read as "Sale Date"

End Date read as "Submission Date"

Supplier read as "Contractor/ Consultant/Bidder"

Vendor read as "Contractor/Consultant/Bidder"

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

Percentage Variation read as "Percentage Quoted"

Purchaser read as "Department/BMC"

'MCGM' and 'BMC' are synonymous.

SECTION-III
Instruction to Bidders

General

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

The scope of services is detailed in the Terms of Reference and other relevant clauses in the tender document.
5. **Clarifications to the Bidder**

Bidder who submits more than one Bid will cause all the bids of the said Bidders to be rejected.

 - a) Firms with common proprietors/partners connected with one another either financially or as principal agent or as master and servant or with proprietor/partners closely related with each other such as minor son/daughter and minor brother/sister shall not tender separately under different names for the same contract.
 - b) If it is found that firms described vide above clause have tendered and uploaded separately under different names for the same contract, all such tenders shall stand rejected, EMD and tender deposits of such e-tenderers shall be forfeited. Any contract entered into under such conditions will also be liable to be cancelled at any time during its existence and penal action including blacklisting of such firms will be taken.
 - c) The Municipal Commissioner reserve the right to accept or reject any bid or all the bids or annul the bidding process at any time prior to award without assigning any reasons thereby incurring any liability to the affected Bidder or any obligation to inform the Bidder(s) of the ground for corporation's action.

6. Site Visit

In order to obtain first-hand information/opinion on the assignment, the Bidders are advised to visit the site of the Project mentioned in Terms of Reference, before submitting their proposal. Required assistance may be obtained from the office of Chief Engineer (MSDP), 2nd floor, Engineering Hub Building, Dr.E.Moses Road, Near Worli Naka, Worli, Mumbai-400 018 with prior appointment in writing. The visit to site by the Bidder will be at his own risk and costs.

7. Bid Validity Period

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

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

8. Documents comprising of bid

The Bid document comprises the following -

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

9. Earnest Money Deposit (EMD)

- a) Bidders are required to pay as part of their proposals, Tender Security / Earnest Money Deposit (EMD) of Rs.43,38,220/- to be paid online through BMC's payment gateway or before the end date & time of submission of tender, failing which, the Bid shall be treated as non-submitted. No interest will be paid on EMD.

Bidding firms registered with BMC and those who have paid a Standing Deposit shall also have to pay fresh Tender Security/EMD. In case of JV, the EMD shall be paid either by JV or by lead member of the JV.

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

10. Refund of Earnest Money Deposit (E.M.D.)

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

11. Errors and Corrections

- 1) If, on receipt of any e-Tender Submission, any error in addition shall be apparent, the Employer shall correct it and adjust the total amount of the Tender Price accordingly; but shall not exceed Pricing Schedule C generated online in e-bid comparison report.

- 2) In the event that, prior to any corrections being made by the Employer as referred to above, a Tenderer is in contention for the award of the Contract, the Tenderer shall be notified of the corrections made in accordance with ITB 11(1) and the Employer shall seek the Tenderer's agreement to the corrected Tender Price.

12. Minimum Qualifying Criteria:

12.1 Eligibility

- (a) Bidders who are either single entity or a Joint Venture of not more than 2 firms are eligible to bid for this consultancy work. Sole Proprietary firms and association of two or more entities are not permitted. However, wholly owned subsidiary of the foreign company is eligible to quote based on the credentials of its parent company/sister concern, if they submit certificate from the parent company/sister concern to that effect.

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

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

The joint venture is a separate entity and shall be based on the following principles:

- i) Separate identity/name shall be given to the Joint Venture firm.
- ii) Number of members in a JV firm shall not be more than two (02).
- iii) A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- iv) The tender form shall be submitted in the name of the JV firm or any constituent member of the JV.
- v) EMD shall be submitted either by the Lead partner of JV or by JV.
- vi) One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other member shall have a share of not less than 26%.
- vii) A copy of Joint Venture Agreement or Intent to make Joint Venture Agreement, duly executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other

obligation shall be furnished in the agreement as per the format given in the tender document.

- viii) Once the tender is submitted, the agreement shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this agreement shall be extended till the contract expires.
- ix) The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid. Transfer of stake/shareholding within the JV shall not be permissible during currency of the Contract.
- x) 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.
- xi) On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. Performance Guarantee shall be accepted only in the name of JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.
- xii) On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the 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. This joint venture agreement shall have, inter-alia, following clauses:-
 - A. **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.

- B. **Duration of the Joint Venture Agreement** -It shall be valid during the entire period of the contract including the period of extension if any and the maintenance period after the work is completed.
- C. **Governing Laws** - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- D. **Authorized Member** -Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.

No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer in respect of the said tender/contract.

- xiii) **Documents to be enclosed by the JV firm along with the tender:**
In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:

- A. Notary certified copy of the Partnership Deed.
- B. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
- C. Power of Attorney (duly registered as per prevailing law) in favor of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.

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, a notarized power of attorney shall be furnished.
- B. Copy of Memorandum and articles of Association of the

Company.

All the members of the JV shall certify that they have not been blacklisted or debarred by any organization as on date of submission of the bid. There shall be no FIR lodged against any of the directors of the company in the past either in their individual capacity or the JV firm or partnership firm in which they were members / partners.

Note:- The firm bidding in the capacity of joint venture shall fill up and submit joint venture agreement and all other joint venture forms in the formats provided in section VI – Technical proposals, formats for joint venture.

- b) The Consultancy firm must not have been blacklisted or debarred or suspended (either as single entity or as partner of JV) by any Govt. /Semi govt. Authority, Funding Agencies like World Bank/ADB/ JICA, etc. at the time of submission. The consultancy firm is not allowed to use the project reference of any entity which has been debarred or blacklisted. The Consultancy firms to which Notice of Blacklisting/ Poor Performance is issued are also not eligible to participate in this tender.
- c) The consultant who has already been awarded with THREE Project Management Consultancy (PMC) works of large STPs (i.e. seven STPs) are not eligible to bid for the subject work.
- d) The firm will be excluded from selection process, if it is debarred /blacklisted at the time of submission of bid. Suppression of any information or material by the Bidder regarding the Debarment, details of Litigation history, blacklisting of the consultant, misrepresentation or omission of any other material fact in order to influence a selection process would be construed as a fundamental breach and will lead to the disqualification of the Bidder or the termination of its Contract without any further correspondence and may lead to debarment or blacklisting.
- e) A consistent history of litigations/awards against the Bidder will result in rejection of the bid. Suppression of any information or material in this regard would be construed as a fundamental breach and BMC reserves its right to take appropriate action including cancellation of the bid, forfeiting of bid security etc., as may be deemed fit by BMC at any time without requiring to give any notice to the applicant in this regard.
- f) The bidding consulting firm should have been registered (Registrar of Firms/Company of Consulting engineers /Govt. /Govt. Undertaking) under same name & style for at least 10 years. (Authorized change in name & style shall be considered). If the bidder is JV, Lead member of JV shall meet the criteria of at least 10 years of existence.

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

12.2 Technical & Financial capabilities

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

I	Financial Capabilities:
	Average annual turnover of consultancy firm shall be minimum 80 crores in the last five (5) financial years. i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22. In case, the bidding firm is a Joint Venture, each partner shall meet atleast 50% of requirement of Financial capabilities.
II	Technical Capabilities:
	The consultancy firm, as a single entity or as a Joint Venture Partner (with minimum 30% shareholding in JV)/ Consortium/ Associated

Partner must have carried out the work of Project Management Consultancy for Design, Detailed Engineering and supervision during construction period, internationally / nationally for project involving waste water/effluent treatment of –

2(a) One plant* of capacity not less than 360 MLD in last twenty years.

OR

Two plants* of capacity not less than 225 MLD each in last twenty years.

OR

Three plants* of capacity not less than 180 MLD each in last twenty years.

*These plants should be in operation as on the date of submission of tender.

AND

2(b) The consultancy firm, as a single entity or as a Joint Venture Partner (with minimum 30% shareholding in JV)/ Consortium/ Associated Partner or its personnel must have carried out the work of Project Management Consultancy for

One Project involving Reclamation of plot area 15 Ha.

OR

Two Projects involving Reclamation of plot area 9 Ha each.

OR

Three Projects involving Reclamation of plot area 7.5 Ha each.

In case a bidding firm qualifies criteria 2(b) on the basis of experience of its personnel, the firm shall submit commitment of retaining these experienced personnel till the work of Reclamation of land is completed. In case, the bidding firm is a Joint Venture, one of the partners shall meet the requirement of technical capabilities and other partners shall be in the business of water and wastewater sector for last 5 years.

The Consultants who do not fulfill these criteria shall be disqualified and their Packet C shall not be opened. Similarly Packet C of the Consultants who fail to score a minimum of 70marks in technical evaluation shall not be opened.

12.3 Personnel Capabilities

Consultants shall upload general information on the management structure of the firm and shall deploy qualified personnel to fill the key positions for entire effective contract period of 132 months including 72 months of PMC for DB period, and 60 months of O&M period (i.e. 36 months of O&M during the first 3 years and 24 months of O&M during 10th and 14th year), so as to execute the work of the said project in a time bound manner.

Sr. No.	Position	Professional Qualification	Experience Requirement	Man months			
				PMC	O&M (1 st to 3 rd year)	O&M (10 th and 14 th year)	Total
1	Project Manager (International)	Graduate/Chartered Engineer in any Engineering discipline	<ul style="list-style-type: none"> Total professional experience of at least Twenty (20) years. Relevant experience in the design and construction of waste water treatment plant of capacity not less than 150 MLD. Relevant experience of at least Fifteen (15) years as a senior member of the management team or as a Project Manager in wastewater/ sewage sectors. Minimum working experience should be in 2 countries other than India. 	72	9	0	81
2	Resident Engineer – Civil	Graduate Degree in Civil/Environmental Engineering.	<ul style="list-style-type: none"> Total professional experience of at least Twenty (20) years Relevant experience of at least Fifteen (15) years at a senior level in designing, supervising, construction projects of sewage /wastewater treatment plants and process. Minimum experience on Two(2) projects of sewage 	60	9		69

			treatment plant is required.				
3	Resident Engineer - Mechanical	Graduate in Mechanical Engineering or equivalent	<ul style="list-style-type: none"> Total professional experience of at least Twenty (20) years Relevant experience of at least Fifteen (15) years in designing and execution of projects in water/wastewater / sewage sectors. Minimum experience on Two(2) projects of sewage treatment plant is required 	48	9		57
4	Resident Engineer – Electrical & Instrumentation	Graduate in Electrical / Instrumentation Engineering or equivalent	<ul style="list-style-type: none"> Total professional experience of at least Twenty (20) years Relevant experience of at least Fifteen (15) years in design activities, execution of water/wastewater /sewage sectors including HT/LT installations & execution of instrumentation projects with PLC/SCADA installations. Minimum experience on Two(2) projects of sewage treatment plant is required 	48	9		57
5	Reclamation Engineer	Degree in Civil Engineering	<ul style="list-style-type: none"> Total professional experience of at least Twenty (20) years Relevant experience in restoration, 	30	0	0	30

			reclamation and remediation of degraded land.				
6	Safety Expert	Degree in Engineering with qualification in related field.	<ul style="list-style-type: none"> Total professional experience of at least Twelve (12) years Relevant experience of at least Ten (10) years in Health, Safety & Environmental procedures preferably in construction supervision in water or other infrastructure sectors. 	72	0	0	72
Total man-months of Key staff :							366
7	Structural Engineer	Post-Graduation in Civil Engineering.	<ul style="list-style-type: none"> Total professional experience of at least Twelve (12) years. Relevant experience of Ten (10) years in designing and supervising construction projects of wastewater / sewage sectors or waterretaining structures on similar projects. 	36	0	0	36
8	Process Engineer (International)	Graduate/ Chartered Engineer in any Engineering discipline	<ul style="list-style-type: none"> Total professional experience of at least Twenty (20) years. Relevant experience of at least Fifteen (15) years in the design of wastewater treatment facilities. Relevant experience in study, design, optimization and 	15	9		24

			implementation of large wastewater treatment facilities of at least one project of minimum 270 MLD capacity in developed countries.				
9	Geotechnical Expert	Degree in Geotechnical Engineering / Degree in Civil Engineering or equivalent with qualification in Geology	<ul style="list-style-type: none"> Total professional experience of Ten (10) years. Relevant experience of Eight (8) years in geotechnical study and assessment in design and construction of large infrastructure projects including wastewater/water treatment plants projects. 	24	0	0	24
10	Mechanical Engineer	Degree in Mechanical Engineering	<ul style="list-style-type: none"> Total professional experience of Fifteen (15) years Relevant experience of Ten (10) years in design activities of mechanical discipline in sewerage and water supply projects. Experience in review of mechanical equipment at pump stations/treatment plants and other facilities of Water/Sewage treatment plants. 	30	0	0	30
11	Electrical Engineer	Degree in Electrical Engineering	<ul style="list-style-type: none"> Total professional experience of Fifteen (15) 	30	0	0	30

			<p>years.</p> <ul style="list-style-type: none"> • Relevant experience of Ten (10) years in review of design of electrical equipment at pump stations/water/sewage treatment plants. • Experience in design and development of electrical SLDs, HT/LT power requirement, DG capacities. 				
12	Instrumentation Engineer	Degree in Electrical /Instrumentation /Electronics and Telecommunication Engineering	<ul style="list-style-type: none"> • Total professional experience of Fifteen (15) years. • Relevant experience of Ten (10) years in designing and implementation of SCADA/PLC/Automation systems for water and wastewater sectors. 	18	0	0	18
13	Contract Expert	Degree in Engineering with additional qualification of Law	<ul style="list-style-type: none"> • Total professional experience of at least Twelve (12) years. • Relevant experience of at least Ten (10) years in preparing tender documents based on FIDIC/ADB/JICA/World Bank, etc. comprising of general conditions, special conditions, billing schedules, technical specifications 	30	9	0	39

			and other relevant inputs related to legal, financial and commercial issues preferably in water/wastewater / sewage sectors.				
14	Quality Engineer	Degree in Civil Engineering	<ul style="list-style-type: none"> Total professional experience of Fifteen (15) years. Relevant experience of Ten (10) years in quality management and quality testing in projects of waste water/sewage sector. 	36	0	0	36
15	Architect	Degree in Architecture	<ul style="list-style-type: none"> Total professional experience of at least Twelve (12) years Relevant experience of Eight (8) years in landscaping works related to public utility buildings in urban areas. 	12	0	0	12
16	Environmental Expert	Graduate in Mechanical /Electrical/ Civil Engineering Post Graduate in Environmental Engineering	<ul style="list-style-type: none"> Total professional experience of Twenty (20) years. Relevant experience of Fifteen (15) years in environmental issues relating to wastewater/sewage treatment plants' environmental clearances, Central pollution Control Board, Forest Clearances, 	12	3	0	15

			Environment Impact Assessment Study.				
17	Site Supervisors (4 Nos for 72 months)	Diploma in Civil/Mechanical Engineering	<ul style="list-style-type: none"> Total professional experience of Twelve (12) years. Relevant experience of Ten (10) years in site supervision of construction projects in wastewater/sewage sector. 	288	0	0	288
18	CAD Operators	Minimum Certificate course from ITI	Total professional experience of Eight (8) years.	72	0	0	72
Total (Non key/Support staffs man-months) :							606
Total (Man-months) :							972

NOTE:

- Age of key personal (Sr. No. 1-6) described above should not be more than 65 years.
- It is mandatory to give date of birth & nationality of each personnel.
- For equivalent degrees other than B.E./B.Tech., it will be the responsibility of the Consultant to confirm that the said degree is equivalent to the required professional qualification by way of undertaking of the individual person.
- Project Manager (International) and Process Engineer (International) should be on pay-roll of the Consultancy firm of the Lead Partner for the last one (1) year. The proof to this effect shall be submitted along with the bid. If this condition is not met, then the bid shall be rejected outright.
- The consultant should provide at least minimum of the above indicative man-month in their technical and financial proposal. If consultant has provided man-months lesser than the above indicative man-months, the proposal will be rejected at any stage of evaluation. However, consultant is free to provide additional man-months if needed.

Pre proposal Meeting

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

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

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

che.msdp@mcgm.gov.in
ee01.msdp@mcgm.gov.in

The format of the queries shall be as follows:

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

13. Preparation of Bids

General

- A. In preparing the Proposal, the Consultant is expected to examine the bids in detail. Material deficiencies in providing the information requested in the bid may result in rejection of the Proposal.
- B. Queries relevant to the bid documents shall be addressed to Chief Engineer, preferably at least 1 day prior to the pre-proposal meeting.
- C. BMC will respond to any such request for clarifications, which are received in stipulated time. The response however, will be in the form of written communication.
- D. The Consultant shall bear all costs associated with the preparation and submission of its Proposal. The client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

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

14. Language of Bid

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

15. Format of the Bid

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

Packet A(Eligibility) :

1. Bidders will have to create their e-wallet for online payment. Tender Security /Earnest Money Deposit (EMD) of Rs. 43,38,220/- to be paid online through BMC's payment gateway. System will generate acknowledgement of this E.M.D. amount paid online through payment gateway from e-wallet of the bidder, the scanned copy of which shall be uploaded in Packet 'A'

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

~~— Bank Name: STATE BANK OF INDIA,~~

~~— Main Branch, Hornimann Circle,~~

~~— Mumbai Samachar Marg,~~

~~— Fort, Mumbai - 400023~~

~~— Name of Account Holder : Municipal Corporation of Greater Mumbai~~

~~— Water and Sewage Fund~~

~~— Account No.: 10996680907~~

~~— IFSC Code: SBIN0000300~~

~~All the Bank Guarantees (BG) including extensions of BGs will attract stamp duty as per Stamp Act. All processing charges for online bank guarantee along with stamp duty shall be borne by the tenderer and the scanned copy of payment of stamp Duty shall be uploaded in Packet 'A'~~

2. In case of Indian consultants, scanned copy of Goods and Service Tax Registration Certificate is mandatory. Those not registered shall submit an undertaking to that effect.
3. In case of Indian consultants, scanned copy of 'PAN' document and photographs of the individuals, owners, Karta of Hindu undivided family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited Companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.
4. Scanned copy of Company Registration Certificate
5. Scanned copy of latest Partnership Deed, in case of Partnership firms. (wherever applicable)
6. Scanned copy of duly registered Power of Attorney, wherever applicable.
7. Valid e-Mail ID's of the consultants and name of the person for correspondence.
8. Scanned copy of ISO-9001 Certification
9. Scanned copy of Documents in support of meeting the eligibility criteria defined in the tender

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

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

Packet B (Technical bid)

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

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

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

Note :

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

If any additional information is requested by M.C.G.M., then such additional information should be e-mailed within the period stipulated. If additional information is not received 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 Consultants.

Packet C (Commercial bid)

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

The bidder shall fill ONLINE the total cost of financial proposal as per Form FIN 2 : 'Summary of Cost', whereas breakup of cost as per Form FIN 3 : 'Breakdown of Remuneration of Key Staff and Support Staff' shall be uploaded in Folder 'C'. The bidder shall also upload Form FIN-1 : 'Financial Proposal Submission Form' in Folder 'C'

Contents of Packet C and Folder C do not require physical submission. Folder C shall be opened only after opening of e-Packet C.

16. Conditional Proposals by Bidder

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

17. Amendment of contents of proposal

- a) Before the last date for submission of bids, the B.M.C. may modify the bid documents by issuing addendum/ corrigendum and publishing on portal of BMC.
- b) Any addendum/corrigendum/clarifications thus issued shall be part of the bid documents and shall be published on portal of BMC.
- c) The addendum/corrigendum/clarifications thus issued shall be downloaded, digitally signed by the Consultant and uploaded along with the bid.

- d) In order to give prospective Consultants reasonable time to consider the addendum/ corrigendum/clarifications before submitting and uploading their bids, the B.M.C. may extend as necessary the last date for submission and uploading of bids.

18. Rates and Prices

The Consultant shall quote the price online in Commercial bid (Packet C) only as illustrated in form FIN-2. The rate shall invariably include the cost of the work arising out of scope of the work mentioned in the Terms of References (TOR). The prices quoted shall be firm and subject to Price Adjustment/escalation as per Annexure 1.

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

The bid prices shall be inclusive of all applicable taxes & duties in force. However, as per the GST notification No.9/2017 and No.12/2017 both dated 28.06.2017, the work of project management consultancy falls under Twelfth Schedule of Article 243(w) of the Constitution, which is a 'pure service' and hence is exempted from GST. The Goods and Service tax shall be reimbursed at actuals, if applicable in future as per Govt. notifications. (Please note BMC's circular no. C.A/Finance/ project/25 dated 12.07.2022 enclosed as part of this tender document)

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

19. Signing of Bid Document

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

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

20. Modification of Documents

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

21. Submission of Bids

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

22. Opening of bid

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

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

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

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

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

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

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

23. Evaluation of the Bids (Packet B)

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

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

The general scheme for evaluation is given in table below

Table A: Overall Marking Criteria:

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

Table B: Financial and Technical capabilities of bidders:

Sr. No.	Bidders Capabilities	Parameter	Criteria	Marks	Max Marks
I Financial Capabilities					
1	Average annual turnover of consultancy firm in the last five(5) financial years.	Above 100 Crores	Minimum 80 Crores	10	10
		80 - 100 Crores		8	
II Technical Capabilities					
2a)	The consultancy firm, as a single entity or as a Joint Venture Partner (with minimum 30% shareholding in JV)/ Consortium/ Associated Partner must have carried	Two additional plants of not less than 180 MLD capacity each over and above that mentioned in post qualification criteria.		20	20
		One additional plant of		18	

	out the work of Project Management Consultancy for Design, Detailed Engineering and supervision during construction period, internationally / nationally for project involving waste water/effluent treatment, in last twenty (20) years, of	not less than 180 MLD capacity over and above that mentioned in post qualification criteria		
		Three plants of capacity not less than 180 MLD each in last twenty years. OR Two plants of capacity not less than 225 MLD each in last twenty years. OR One plant of capacity not less than 360 MLD in last twenty years.	15	
2b)	The consultancy firm, as a single entity or as a Joint Venture Partner (with minimum 30% shareholding in JV)/ Consortium/ Associated Partner or its personnel must have carried out the work of Project Management Consultancy for	Two additional Projects involving Reclamation of plot of area not less than 7.5 Ha each over and above that mentioned in post qualification criteria	20	20
		One additional Project involving Reclamation of plot area not less than 7.5 Ha over and above that mentioned in post qualification criteria	18	
		Three Projects involving Reclamation of plot area 7.5 Ha each OR Two Projects involving Reclamation of plot area 9 Ha. each OR One Project involving Reclamation of plot area 15 Ha.	15	

Table C: Key Persons as specified –

Sr. No	Position	Total Marks
Key Staff :		
1	Project Manager (International)	6
2	Resident Engineer – Civil	4
3	Resident Engineer – Mechanical	4
4	Resident Engineer – Electrical & Instrumentation	3
5	Reclamation Engineer	3
6	Safety Expert	2
Support & Back office Staff		
7	Structural Engineer	1
8	Process Engineer (International)	5
9	Geotechnical Expert	1
10	Mechanical Engineer	2
11	Electrical Engineer	2
12	Instrumentation Engineer	1
13	Contract Expert	1
14	Quality Expert	1
15	Architect	1
16	Environmental Expert	1
17	Site Supervisor	1
18	CAD Operator	1
	Total	40

Criteria for marking professional staff

Sr. No	Description	Percentage
1	Academic qualifications	25
2	Experience: Level & duration of relevant experience	40
3	Adequacy for the assignment	35

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

Sr. No.	Criteria	Marks	Max. Marks
1	Project Manager (International) and Process Engineer (International) + Three(3) additional Permanent key staff	10	10
2	Project Manager (International) and Process Engineer (International) + Two(2) additional Permanent key staff	9	

3	Project Manager (International) and Process Engineer (International) + One(1) additional Permanent key staff	8	
4	Project Manager (International) and Process Engineer (International)	7	

Note:-

- a) All above Key Personnel shall be conversant with English language.
- b) The Bidders should upload general information on the Organizational set up of the firm to allow the Employer to review their proposals.
- c) Total professional experience will start from date of graduation (first degree).
- d) Relevant experience is the experience in the field as stated against each personnel.
- e) Adequacy experience is the experience in sewage treatment plant which should be 50% of relevant experience in the field.
- f) If the person does not have professional qualification as stated in table under Clause 12(3)-Personnel Capabilities in Section III, then its relevant & adequate experience will not be taken into consideration.
- g) Project Manager (International) and Process Engineer (International) should be on pay-roll of the Consultancy firm of the Lead Partner for the last one (1) year. The proof to this effect shall be submitted along with the bid. If this condition is not met, then the bid shall be rejected outright.
- h) If the staff is permanent, then for the Indian staff, Form 16 of the permanent employee and for foreign staff, the certificate from HR head of the company is mandatory.

24. Post Bid Correspondence

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

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

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

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

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

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

26. Rejection of Bid

The bid is liable to be rejected, if the Bidder

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

27. Payment Terms

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

28. Award of Contract

The Contract will be awarded to the technically qualified and responsive Bidder on LCQS basis in conformity with the Terms of References subject to the provisions of 25 & 26 above. (Evaluation of Bids).

Prior to the expiration of the period of bid validity, the Corporation will notify the successful Bidder in writing by registered letter or by Fax/e-mail to extend

the validity period of his bid. The successful Bidder will be informed in writing by registered letter that his bid has been accepted.

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

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

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

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

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

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

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

29. Tendering under different names:

- a) Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same Contract.

- b) If it is found that firms as described in (a) have tendered separately under different names for the same Contract, all such bid(s) shall stand rejected and tender deposit of each such firm/ establishment shall be forfeited. In addition such firms/establishments shall be liable, at the direction of the Municipal Commissioner, for further penal action including blacklisting.
- c) If it is found that clearly related persons as in (a) have submitted separate bid/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such bids shall be liable for action as in Para (b) above including similar action against the firms/establishments concerned.
- d) If after the Award of Contract, it is found that the successful bidder has violated any of the conditions in Paras (a), (b) or (c) above, the contract shall be liable for cancellation at any time during its currency in addition to penal action against the Bidder as well as related firms/establishments.

30. Stamp Duty, Legal Charges, Bill Forms.

The payments towards legal charges, stamp duty as applicable (on contract agreement & bank guarantees), supply of bill forms as per the prevailing rates shall be borne by successful Bidder. At present the legal & stationary charges are as Rs.39,470/-

31. Performance Security

Within 30 days from the receipt of notification of award from BMC, the successful Bidder shall furnish a performance security amounting to 3% (Three percent) of contract cost in the form of Bank Guarantee (as per attached format of Appendix-B) from any of the banks from the list enclosed below. The notification of award will constitute formation of consultancy agreement and within 30 days from receipt of the agreement form, the successful bidder shall execute the agreement and return the same to BMC.

This B.G. shall be initially valid for 3 years or more and is to be extended for further period of 3 years before the expiration of earlier B.G. For every extension of B.G. the stamp duty will be applicable as per rate prevailing at that time.

After commissioning/completion of Design-Build period, the original B.G.(3% of contract cost) will be reduced to 2% of PMC cost for O&M. The consultant has to either reduce the original B.G. to 2% of the PMC cost for O&M or submit a fresh B.G. towards 2% of the PMC cost for O&M. The reduced B.G. towards 2% of PMC cost for O&M shall be valid till the end of O&M period.

32. List of Approved Banks

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

S.B.I. & its subsidiary banks: State Bank of India Deleted. State Bank of Hyderabad State Bank of Mysore	State Bank of Patiala State Bank of Saurashtra State Bank of Travankore State Bank of Indore
Nationalized Banks Canara Bank Andhra Bank Bank of Baroda Bank of India Bank of Maharashtra Central Bank of India Dena Bank Indian Bank Indian Overseas Bank	Oriental Bank of Commerce Punjab National Bank Punjab & Sind Bank Syndicate Bank Union Bank of India Vijaya Bank UCO Bank United Bank of India Corporation Bank Alahabad Bank
Scheduled Commercial Banks: Corporation Bank Bank of Madurai Ltd. Bank of Rajasthan Ltd. Banaras State Bank Ltd. Bharat Overseas Bank Ltd. Catholic Syrian Bank Ltd. City Union Bank Ltd. Development Credit Bank Dhanalakshmi Bank Ltd. Federal Bank Ltd. Indusind Bank Ltd. I.C.I.C.I. Banking Corporation Ltd. Kotak Mahindra Bank.	Jammu and Kashmir Bank Ltd. Karnataka Bank Ltd. Karur Vysya Bank Ltd. Lakshmi Vilas Bank Ltd. Nedungadi Bank Ltd. Ratnakar Bank Ltd. HDFC Bank. South Indian Bank Ltd. S.B.I. Commercial & Int. Bank Ltd. Tamil Nadu Mercantile Bank Axis Bank Ltd. Vysya Bank Ltd.
Scheduled Urban Co.Op. Banks. Abhyudaya Co.Op. Bank Ltd. Bassein Catholic Co.Op. Bank Ltd. Bharat Co.Op. Bank Ltd. Bombay Mercantile Co.Op. Bank Ltd. Cosmos Co.Op. Bank Ltd. Greater Mumbai Co.Op. Bank Ltd. Maharashtra State Co.Op. Bank Ltd. Mumbai District Central Co.	Thane Janata Sahakari Bank. North Canara G.S.B.Co.Op. Bank Ltd. Rupee Co.Op. Bank Ltd. Sangli Urban Co.Op. Bank Ltd. Saraswat Co.Op. Bank Ltd. Shamrao Vithal Co.Op. Bank Ltd. Citizen Co. Op. Bank Ltd. Mahanagar Co. Op. Bank Ltd. Punjab & Maharashtra

Op.BankLtd. JanataSahakariBankLtd.	Co.Op.BankLtd. Jan KalyanSahakariBank YES Bank Ltd.
Foreign Banks Deleted. American Express Bank Ltd. ANZ Grindlays Bank Bank of America. Bank of Tokyo Ltd. Bank Indosuez	BarclaysBank Citibank Mitsui TaiyokobeBankLtd. Standard CharteredBank Cho HungBank Hong Kong & Shanghai Banking Corporation. Royal Bank ofScotland Bank National deParis.

33. Refund of Performance Guarantee

The original Performance B.G.(3% of contract cost) shall be returned to the consultant without any interest after the receipt of reduced amount of B.G. towards PMC cost for O&M. The reduced B.G.towards PMC cost for O&M shall be returned to the consultant after the completion of O&M period.

34. Jurisdiction of Courts

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

35. Import License

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

36. Payment of Bills & other claims-

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

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

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

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

37. Indian Laws and Indian Environment

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

38. Price Adjustment

Price Adjustment will be given to the consultant as per the Annexure-1, on the rate quoted in the BOQ after a period of 2 years from the date of letter of acceptance. The applicable price adjustment will be paid quarterly.

39. Fraudulent and Corrupt Practices

The Employer requires that Bidders observe the highest standard of ethics during the Tender Process. In pursuance of this, the Employer:

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

SECTION-IV General Conditions of Contract

General Conditions of Contract

1. General Provisions

1.1 Definitions

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

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

- m) 'Drawings' means, drawing referred to in the specification and /or any modifications to the drawings, approved byBMC.
- n) 'Works' means,worktobeexecutedinaccordancewithcontract,orpart thereof, as case may be and shall also include all extra / additional, alternation / substitution as required for performance of thecontract.
- o) The 'Contract price' means the sum named in the bid subject to such additions there to or deduction there from as may be made under the provisions hereinaftercontained.
- p) The 'Engineer' of the contract means Chief Engineer (MSDP) and/or any of his appointed officers for performance of the Contract.
- q) 'Personnel' means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof; 'Foreign Personnel' means such persons who at the time of being so hired had their domicile outside the Government of India,;'Local Personnel' means such persons who at the time of being so hired had their domicile inside the Government of India,; and 'personnel' means the personnel referred to in Clause GCC 4.2 (a).
- r) 'Key Expert(s)' means an individual professional whose skills, qualifications,knowledgeandexperiencearecriticaltotheperformance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- s) 'Services' means the work to be performed by the Consultantpursuant to this Contract described in Terms ofReference.
- t) 'Project management consultant' means Consultant appointed by Employer for each section of thework.

1.2 Law GoverningContract

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

1.3 Language

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

1.4 Headings

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

1.5 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in

person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail to such Party. Client's address for such communication is as below:

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

1.6 Location

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

1.7 Authorized Representatives

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

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

1.8 Income Tax

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

The Contract price is deemed to have included such amounts

Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Measures to be Taken

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

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

2.5.4 Extension of Time

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

2.5.5 Consultation

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

2.6 Suspension

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

2.6.1 Step-in Rights

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

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

2.7 Termination

2.7.1 By BMC

The BMC may, by not less than thirty (30) days' written notice of termination to the Consultant (except in the event listed in paragraph (f) below, for which

there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.7.1, terminate this Contract:

- a) if the Consultant fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- b) if the Consultant become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c) if the Consultant fail to comply with any final decision reached as a result of amicable settlement pursuant to Clause 9.1 hereof.
- d) if the Consultant submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant know to be false.
- e) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days or
- f) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- g) if the Consultant does not perform its duty as per the terms of reference and does not deploy the necessary personnel as per terms of reference then Client at its sole discretion shall terminate the Contract without assigning further reasons.

2.7.2 By the Consultant

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

- a) if the Client fails to pay any money due to the Consultant pursuant to this contract and not subject to dispute within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in

writing) following the receipt by the Client of the Consultant notice specifying such breach.

- c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days or
- d) if the Client fails to comply with any final decision reached as a result of amicable settlement pursuant to Clause 9.1 hereof.

2.7.3 Payment upon Termination

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

Obligations of The Consultant

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

The consultant has to follow CVC guidelines wherever applicable.

3.2 Conflict of Interests

3.2.1 Bidder not to benefit from Commissions, Discounts etc.

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultant sole remuneration in connection with this Contract or

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

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

3.4 Liability of the Consultant

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

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

3.5 Indemnification of the Client by the Consultant

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

3.6 Insurance to be Taken Out by the Consultant

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

3.6.1 Professional Liability Insurance

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

3.6.2 Third Party Insurance

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

3.7 Consultant's Actions Requiring BMC's Prior Approval

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

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

3.8 Reporting Obligations

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

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

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the BMC and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the BMC, together with a detailed inventory thereof. The Consultant may retain a

copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the BMC.

3.10 Drawings

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

4. Consultant Personnel

4.1 General

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

4.2 Description of Personnel

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

4.3 Agreed Personnel

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

If construction works at site get delayed or extended, the consultancy period shall be extended suitably. Consultants are at liberty to withdraw its staff from sites during such idle period/s in consultation with BMC. The consultancy work is on delivery basis and extension will be granted without any cost implication to BMC.

4.4 Removals and/or Replacement of Personnel

- a) Except as the BMC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications subject to prior approval from BMC.

b) If the BMC

- 1) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- 2) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

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

Note: Replacement in agreed key staff, for the first instance, will be permitted without imposition of any penalty. Any change in Project Manager (International) or Process Engineer(International), thereafter, will attract a penalty of Rs.5,00,000/- each per occurrence and any change in other key staff (i.e. R.E. Civil, R.E. Mechanical, R.E. Electrical & Instrumentation, Reclamation Engineer and Safety expert) will attract a penalty of Rs.2,00,000/- each per occurrence

This penalty shall be applicable only upto Design Build period of the works.

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

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

5. Obligations of The Client

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Payment

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

5.4 Office for Consultant

BMC will provide under the works contract, office admeasuring 200 sq.feet with basic amenities which includes furniture air-conditioning, Wi-Fi facility at Malad STP site. The electricity charges and water charges will be borne by the Contractor. This office will be available during project management consultancy and O&M period of the contract.

6. Payments to the Consultant

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

7. Fairness and Good Faith

7.1 Good Faith

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

7.2 Operation of the Contract

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

7.3 GST

GST is a destination-based tax on consumption of goods and services. Any pure service, as defined under the CGST Act rendered to BMC in relation to any activity and entrusted under Article 243 (w) of the Constitution is exempt from GST. (Please note BMC's circular no. C.A/Finance/ project/25 dated 12.07.2022 enclosed as part of this tender document)

7.4 Other Taxes

The BMC shall not reimburse any other taxes & duties, such as customs, excise etc. levied by Govt. and /or any statutory body thereto, on import / export of any documents, instruments, materials going into the project and the

bonafide personal effects of personnel visiting India / going abroad in connection with project.

8. Compensation for Delay

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

9. Settlement of Disputes

9.1 Amicable Settlement

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

Any dispute arising out of or in connection with this contract shall be governed by Arbitration and Conciliation Act, 1996 amended in October 2015.

The seat of arbitration shall be Mumbai. The language of the arbitration shall be English. The law governing the contract shall be laws of India.

The arbitration proceedings shall be in accordance with the latest amendment of Indian Arbitration & Conciliation Act.

10. Provisional Sum

Not Used.

11. Interest on Delayed Payment

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

12. Price adjustment / Escalation

Escalation will be paid to the consultant as per the Annexure-1, on the rate quoted in the BOQ after a period of 2 years from the date of Letter of Acceptance. The applicable escalation will be paid quarterly.

This price escalation will not be applicable for the extended time period, if any.

SECTION-V Terms of Reference

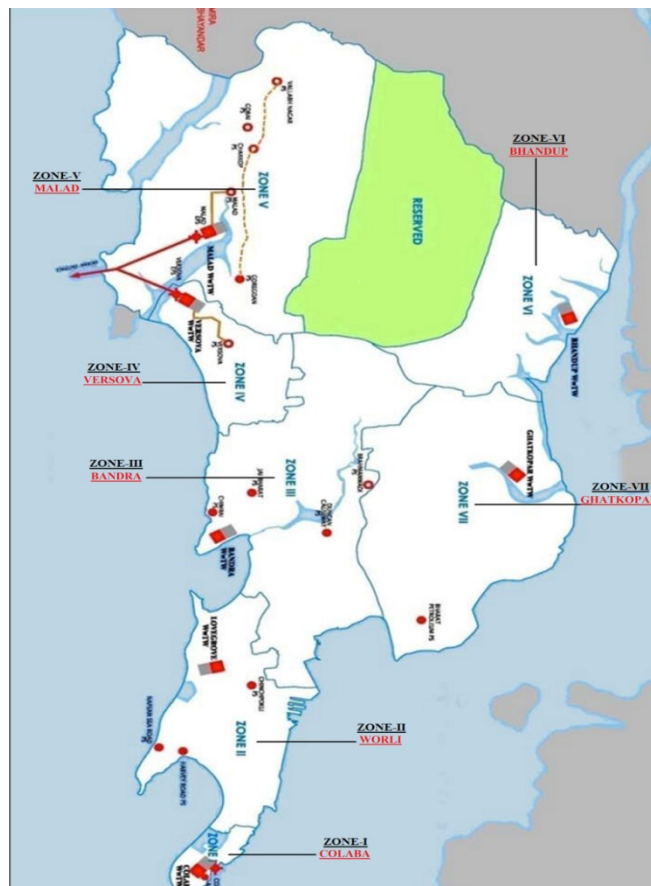
Terms of Reference

1. Introduction

The Mumbai Sewage Disposal Project Stage II Master plan finalized in 2001 addressed the Waste water collection, treatment and disposal requirements of the area under the management of BrihanMumbai Municipal Corporation (BMC) to the year 2025. The design horizon for the flows and the loads was later revised by BMC to correspond to 1999 Water Supply Master Plan with a design horizon of 2031 which was extended to 2034. At this design horizon, the population of Greater Mumbai reaches around 365 Million and the average daily waste water flows from domestic and other sources about 3258 MLD.

The first tranche of works set out in MSDP stage II Master Plan has been defined as the Priority Works and form the basis of backbone of the strategy to upgrade Mumbai’s waste water collection, treatment and disposal system in terms of both of capacity and performance. The system included area sewerage, trunk sewers, intermediate and terminal pumping stations, augmentation of existing treatment plants, new plants and new marine outfall. The entire sewerage system within the BMC area is divided into 7 zones based on the drainage topography of the areas.

1.1 Sewerage Zones in Mumbai



City Area comprises of Colaba (Zone 1), Worli (Zone 2) and Bandra (Zone 3)

Western Suburban Area comprises of Versova (Zone 4) and Malad (Zone 5)
Eastern Suburban Area comprises of Bhandup (Zone 6) and Ghatkopar (Zone 7).

1.2 Flow for Zone 5 (Proposed MaladWwTF) projected to year 2050

Average Dry Weather Flow (ADWF) – 605 MLD

Peak Flow – 786 MLD

Pass Forward Flow (PFF) – 1580 MLD

2. Existing Site.

Malad Wastewater Treatment Facility currently receives sewage from the Influent Pumping Station (IPS) located about 800m from the Treatment Facilities and from Malvani Pumping Station. The daily flows recorded by BMC at the IPS for the years 2011 to 2015 were reviewed and analyzed to arrive at a reasonable estimate of the current dry weather and wet weather flows in the treatment facilities. These daily flows were estimated by multiplying the rated capacity of the pump with hours it is operated in a day. The pumps at Malad IPS have been refurbished during this period of time, i.e. 2011 to 2015 and based on the calibration exercise undertaken by BMC, these were observed to be generally operating at rated capacity.

The sources of the wastewater arriving at the Malad catchment comprise domestic and commercial premises and some industrial discharges.

Currently existing intermediate pumping stations at Vallabh Nagar, Gorai, Shimpoli, Charkop and Goregaon pump the sewage to the sewerage system, which finally gets discharged to the existing Malad IPS located on the Malad Marve Road, which in turn pumps the sewage (around 466 MLD) to the existing Malad WwTF. Malvani pumping station pumps sewage to the tune of 12 MLD to the existing Malad WwTF. At the existing Malad WwTF, there is preliminary treatment (screening and de-gritting) of 240 MLD of sewage before discharge to the creek. Consent letter from MPCB dated 21.03.17 is followed for discharge to creek.

As part of the proposed MSDP Stage II project, the wastewater will be conveyed to the new Malad Influent Pumping Station (presently under construction) by means of the Priority Sewer Tunnel (PST) that will be constructed under two separate contracts, the PST – Phase 1 and PST – Phase 2. Under PST-1, new Vallabh Nagar PS would pump around 232 MLD to the first shaft of PST-1 tunnel, located at Don Bosco junction and other intermediate pumping stations viz. Gorai, Shimpoli and Charkop would be defunct and sewage will be conveyed by gravity to the shaft S-14, new Malad IPS, located near the new proposed Malad WwTF. PST-2 tunnel would start

near Goregaon PS and would convey sewage by gravity to the shaft S-15, located near Malad IPS, which is of capacity 1580 MLD. Malvani PS would pump 146 MLD sewage directly to the inlet chamber of proposed Malad WwTF. Construction and commissioning of downstream of the Priority Sewer Tunnel, for Influent Pumping Station will be managed by the Employer and carried out by other contractors.

The scope and responsibility of contractor for DBO of Malad WwTF will include design, construction, commissioning, operation and maintenance of Malad WwTF. The inlet chamber to be constructed as part of this Works must be capable of accepting connections from 2 incoming pipes from Malvani PS and channel/pipe from Malad IPS. It shall be dealing with a maximum instantaneous flow of 19.97 m³/s (1726MLD).

The works for construction of PST-1 is awarded and that of PST-2 is under tendering stage. The work for construction of Malad Influent Pumping Station is awarded and under progress. Date of Commencement of Malad WwTF DBO&M work is 05.07.2022.

3. Proposed Project Description

It is proposed to provide new treatment facility at Malad to achieve effluent discharge standards prescribed by National Green Tribunal (NGT), vide its Order dated 30.04.2019

The site is located in the vicinity of extended preliminary treatment at Malad. Overall area of land is 35 Ha., out of which about 14Ha. has been allotted for development of Malad WwTF. At present the entire area is completely covered with mangroves. BMC has obtained Forest clearance for the same. The tenders for work of Design, Build and Operation and Maintenance of Malad WwTF have been awarded in May 2022. The design and build period for this work is 72 months. This DBO work of Malad WwTF also includes work of Ground improvement and Land reclamation including piling works, after cutting of the mangroves in the project area.

The proposed Malad WwTF site is adjacent to the existing preliminary treatment facility at Malad which has proper access road, Municipal water supply, electrical power, telephone connection and the storm water drainage system. The existing facilities include the fully developed and operational workshops, administrative bldg. and other utility centers.

4. Objectives of Consultancy

The objectives of this contract is to appoint the Consultants for approval of detailed designs submitted by the DBO contractor, day-to-day supervision of construction, involving co-ordination with the Contractors, contract management, dispute resolution, specialized contract advisory and

various tax consultations during execution of project and part O&M period so as to execute the work in a time bound manner.

The services shall cover 72 months period of PMC services which will include the entire design, construction, completion, commissioning and a period of Sixty (60) months for operation and maintenance of the facility. (i.e. O&M during the first 3 years and during 10th and 14th year). Thus, the total consultancy contract period is 72+60 = 132months

The desired objectives of the BMC for the project being Economy, Durability, Maintainability, Environment- Friendliness, User Safety and Comfort, Quality of Service as well as safety in Construction, Operation & Maintenance should be achieved by taking into account following broad measures:

- i. Project Management Consultant shall at all times exercise all reasonable skill, care and diligence, in the discharge of its duties.
- ii. Project Management Consultant shall ensure that the goods and services used on the Project are appropriate, suitable and are of reasonable cost.
- iii. Project Management Consultant shall maintain full records relating to all aspects of the work covered by the project. Such records shall be the property of BMC and shall be made available whenever necessary in the form and nature as specified by BMC.
- iv. Advice on Training of BMC Staff.
- v. Completing the work within stipulated time for completion, and
- vi. The PMC shall be responsible for proof-checking/ vetting of detailed design / drawings etc. prepared and submitted by the contractors during the construction phase.

5. General Scope of Services

This scope of consulting services will include, but not necessarily be limited to the followings:

The following is the broad scope of the PMC which will not relieve the Consultant from their obligations to complete the said work.

1. Project Management Stage and O&M Stage:

A. Before construction –

Kick off Meeting –

Prior to commencement of work, the Consultant shall hold a pre-construction conference (kick off meeting) to discuss the administrative procedures to be followed during the performance of the work. The items typically required to be discussed at the conference are the construction documents, the schedules, communications submittals, and change orders, use of the site, special project requirements

required guarantees and payment procedures. The following participants are required to attend the conference.

- a. Employer
- b. Employer's Representative, General Consultant, if appointed by BMC)
- c. Employer's Design professionals, if any
- d. Contractor
- e. Project Manager of the Contractor
- f. Contractor's Superintendent
- g. Major Sub-contractors
- h. Safety officer of the contractor
- i. Other agency as the employer or the bidder suggests
- j. Kick off meeting has been conducted and the commencement of work will start from 05.07.2022. Documents submitted by the contractor till the award of PMC work shall be reviewed by the appointed PMC after the award of PMC work.

Scrutiny of Contractor's submittals -

The consultant shall scrutinize the successful contractor's submittals, such as,

- a. Work Schedule
- b. Methodology
- c. Detailed Survey Report
- d. Approval of General Arrangement Drawings
- e. Detailed Design and Drawings for
 - 1) Civil Works -
 - i) Geo-tech Reports
 - ii) Lab testing reports
 - iii) Third Party Inspection report
 - iv) Structural Design
 - 2) Mechanical and Electrical Works
 - 3) Automation and Instrumentation Works
 - 4) Any other allied works
- f. QA / QC plans
- g. Health & Safety Plan
- h. Environmental Management Plan

B. During Construction Stage including land improvement and land reclamation stage

Consultant shall –

1. Administer the contract with the support/guidance of Employer's Engineer.
2. Review and ensure conformity of contractor's securities in approved formats;
3. Ensure requisite insurances have been received and they comply with the requirements of the contract;
4. Scrutinize detailed designs submitted by the contractors.
5. Review designs, drawings, item provisions and specification with respect to actual site conditions and suggest modifications, if required or deemed appropriate. **If any realignment, redesign/modification, any additional design for completion of the project is required, it will be done by the Contractor under the guidance of PMC.**
6. Review the construction, health and safety Programs submitted by the contractor and release it for implementation.
7. Scrutinize the contractor's detailed work program, suggest modifications, if any, to the program after a careful study and ensure the contractor complies with the program;
8. Scrutinize and/or review contractor's superintendence, personnel and suggest modifications, if any;
9. Scrutinize the mobilization of the Contractor's Equipment to ensure the nominated plant and equipment is delivered to the site in accordance with the contractor's program and that permits where necessary, are obtained in a timely manner including testing of the equipment based on best international/national practices in conformity with Indian or international codes as specified in the contract;
10. Scrutinize the construction methods proposed by the contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public;
11. Review compliance with the documentation and advance actions requirements, including all statutory clearances and permits or handing over of site.
12. Scrutinize and approve the Contractor's working drawings based on survey setting out details, and drawings for temporary works, as required under the contract in consonance with The Employer's requirements;

13. Review and approve the time plan and the cost plan and identify any issues that may lead to additional cost or additional time which shall be informed in advance to the Employer for approval;
14. To this effect, the PMC shall make the contractor to develop a risk matrix identifying the potential risks, probable mitigation measures and the owner of the risk and maintain the same for the entire project development period;
15. Procure all the suitable latest project management software's and server based on Employer recommendation with all modules required for resource management & finance planning, etc.
16. Carry out day to day supervision of all works as per approved method statements of various activities of the work and ensure that the proper supervision is made;
17. Monitor logistics plan submitted by the Contractor and also all of the Contractor's activities with goals of eliminating / minimizing adverse effects on public safety, traffic, residential and commercial activity, and the environment;
18. Monitor & approve the muck disposal plans submitted by the contractors and release it for implementation.
19. Supervise the Contractor's work in all matters including safety, compliances, quality and care of the work including environmental aspects and labour welfare;
20. Carry out inspection of the contractor's equipment, plant, machinery, installations, etc. and ensure they are adequate and are in accordance with the terms and conditions of the contract;
21. During construction stage detailed designs of the project components will be prepared by the Contractor and submitted to the PMCs for checking and approval which shall be vetted by BMC who will release the same after GFC Certification. The robust design shall be in line with the Employer's Requirement. The construction will commence only on the receipt of "Good for Construction" certificate from the Consultant.
22. Review all concrete mix designs proposed by the contractors and approve/suggest modifications, if any; in the mix design, laying methods, sampling and testing procedure, and quality control measures, to ensure required standard and consistency in quality during the commencement of work;
23. Supervision and Contract Management (On Civil, Mechanical/ Electrical/ Instrumentation work, etc.) including techno legal advice in connection with the work.
24. Monitor closely and regularly the progress of work and advice the contractor about corrective measures and advise the client on progress of work at site on monthly basis.

25. Maintain a day-to-day diary recording all events related to the works.
26. PMC shall assist the Contractor for Coordination with various departments of the corporation, other Government Agencies for any works having bearing on the works under these services.
27. Provide any or all of the supplementary services as per directions of the Employer / Engineer / Employer's representative;
28. The PMC shall forward one copy of all the correspondences made with the Contractor, any other agency to the Employer.
29. Conduct / attend all review meetings related to the works as directed by Employer.
30. Measure quantities of work, record measurements, and verify items/works quantities executed in the contractor's monthly statements;
31. PMC shall certify the Contractors payments as per the contract and submit the interim payment certificates to the Employer for the payment and record;
32. Inspect the works on completion of each milestone. Accept the work as per contract and inform the Employer. Indicate any outstanding work to be carried out by the contractor before issuing a milestone certificate;
33. Inspect the works on completion of the milestone for the whole of the Permanent Works, accept the works as per contract and inform the Employer.
34. Attend local/international joint testing with contractor and the Employer as well as third party inspection agency for the works and supplies anywhere as per their source; all the expenses towards such inspection will be borne by the contractor.
35. Review the test results/certificates of all construction materials and/or sources of materials and undertake additional tests as necessary to assess the quality of works. The cost for such additional tests shall be borne by the Contractor;
36. Maintain a permanent record of all tests carried out for monitoring the quality of works;
37. Advise & recommend on variation, extra/excess items to Employer on regular basis, preparation of extra/excess/variation statement for the works as and when required;
38. Scrutinize and approve contractor's proposal for temporary work, if any;
39. To assist the Employer for getting statutory permissions/clearances;
40. Ensure compliance with statutory provisions under various applicable laws;
41. Review and approve Environmental Management Plan (EMP) submitted by the Contractor as per the conditions of the contract

- and to monitor the compliances of Environmental Requirements as per MPCB/CPCB/Environmental Standards; and ensure that the contractor implements the EMP;
42. Operate a quantitative and qualitative project performance monitoring system (PPMS) as per the approved plan and evaluate the performance of the project in relation to its goals, purposes and outputs;
 43. Any cost for obtaining all environmental clearances, NOCs / approvals from State and Central Government Authorities and any other clearances that maybe required by law during construction, execution and DLP shall be the responsibility of the contractor and the PMC shall assist the contractor for the same.
 44. Study the environmental clearance obtained by the Employer. If any impact is foreseen, guide the Employer in resolving the same.
 45. Assist the Contractor during the installation & commissioning which includes pre-commissioning tests, Site Acceptance tests or any other tests required as per the Conditions of the Contract.
 46. Prepare the Acceptance Certificates/ Completion Certificate/ Taking-Over Certificate and submit the same to the Employer for review and approval. However, based on the recommendations of the employer will issue these certificates;
 47. Determine deficiencies in works during DB and O&M period; prepare and submit the final acceptance document to the Employer for its approval and issue to the Contractor;
 48. Review and approve 'as-built' drawings prepared by the contractor to be submitted to the Employer for issue;
 49. Conduct training of BMC's personnel on O&M;
 50. It shall be mandatory on PMC to follow all the instructions given by Employer.
 51. Provide technical support and assist in setting up centralized 5D BIM Project Management software at Worli Command Centre for synchronization and compatibility with the individual Project Management Software of all the STPs under MSDP.

It is expected that the Consultant shall carry out minimum following activities,

1. During the Construction Period, the PMC shall review the Drawings furnished by the Contractor along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant. The PMC shall complete such review and send its observations to the Employer and the Contractor within 15 (fifteen) days of receipt of such Drawings;

provided, however that in case of a Major Structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (Thirty) days. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.

2. The PMC shall complete the review of the methodology proposed to be adopted by the Contractor so as to match the plan drawn by the Employer for executing the Works, and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.
3. The PMC may instruct the Contractor to execute any work so as to match the plan drawn by the Employer for the safety of the Project, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event.
4. It is expected that consultant will do project scheduling, avoid delays / changes in implementation and minimize disputes thereby keeping control on scope of work. The consultant shall make optimum use of construction firm's skills and talents to enhance construction quality with scheduled progress.
5. It is expected that, consultant shall supervise daily progress of the work; keep record of equipment, material employed as well as manpower deployed on each of the contract works separately. The formats for keeping such records shall be finalized with the engineer of the contract. The consultant shall have to employ the required supervisors as directed by the engineer of the contract depending on site requirements and conditions, i.e. when actual three shift working starts the consultant shall provide supervisors in second & third shifts for working or as directed by the Employer as per environment norms.
6. There shall be adequate and separate supervisors for Civil, Mechanical, Electrical/Instrumentation works for supervising construction, installation and quality monitoring activity as required in each shifts at site.
7. The qualifications and experience of the technical personnel are detailed elsewhere in the specifications. The general duties of each category are specified for clarity but would not be limited to the duties specified, since the consultant's responsibility would be that of all-inclusive supervision, which includes technical matters, construction and time management. The consultant would advise the contractors on various technical matters only in consultation with the Engineer of the

contract. Also consultant should see that contractor is performing his duties with all possible time management skills without sacrificing quality of work as per the Employer's Requirement.

8. Engineer shall draw the plan for PMC/Contractor which shall be approved by the Employer for the following:
 - I. Project Management Planning.
 - II. Construction Supervision and Quality Management
 - III. Time Management.
 - IV. Cost Management.
 - V. Contract Administration.
 - VI. Technical Back Office Support.
 - VII. Safety Management.

- I. **Project Management Planning.**

The Consultant shall take into account the following:

- Project Planning and Co-ordination between the contractor, the Engineer and the Employer
- Details of the equipment required along with spare parts for that equipment
- Details of procurement of equipment from the agency/agencies.
- Investigation & selection of materials.
- Availability & assessment of all infrastructure facility.
- Requirement of land for establishing the various activities of the work.
- Arrangements for curing and continuous as well as standby power supply.
- Positioning of the batching plant, if required.
- Details regarding allotment of spaces for staff and labour colonies, if any.
- Details of storage spaces for materials.
- Details of storage places for explosives.
- Proper medical facilities
- Logistics for smooth implementation of the works.

The Engineer shall draw the plans for the PMC/Contractor which shall be approved the Employer for the following activities:

Preliminary contract schedule -

The preliminary contract schedule shall graphically show how the contractor has planned the work activities of the projects. If the schedule is acceptable then the consultant shall issue the acceptance and if it is not acceptable the consultant shall put the

comments and forward the same to the Employer for rectification. The preliminary schedule approved/accepted by the Employer/Engineer should be used as base schedule in developing the contract schedule and update it at prescribed time interval.

The Consultant would take into account the following.

Contract schedule –

The contract schedule (CPM/PERT) graphically shows each work activity, the start & finish time for each activity, the interrelationship of all activities, and the critical path activities. The contractor shall use this schedule to co-ordinate the work with the sub-contractors. The consultant shall monitor the schedule to determine the progress of the work and to determine the monthly progressive payments of the work, however, the progressive payment are solely depend on the acceptance certification after due prudence and relevance by the PMC and paid by the Employer. The project management consultant shall be solely responsible for diversity and correctness of certification of the Contractor's monthly progress payment and forward the same within a weeks' time to the Employer for release. The Employer may withhold the payments for clarification if any.

The Consultant shall update contract schedule to show the actual conditions preferably considering the following points:

- Update the data of all the completed and in-progress activities.
- All accepted changes and all changes from change orders as well as field orders. The consultant is not authorized to issue any change orders or field orders without prior approval of the Employer.
- Accepted modifications to the methods of accomplishing the work. The consultant is not authorized to agree any modifications to the methods of accomplishing the work without prior approval the Engineer/Employer.
- The contract schedule shall be maintained, updated by the consultant and shall be submitted to the Engineer/Employer in the first week of every month for his information.

Submittal schedule -

The submittal schedule shows the events required by the work contract for submission of working drawings, product data, samples, and other items, which must be reviewed and approved by the consultant.

The submittal schedule shall show the date that approved documents are to be returned to the contractor and the date that the documents are first received by the consultant. The schedule must include enough time for complete review by the consultant. Required review time may vary according to the complexity of the information, included in each submittal.

The consultants must co-ordinate and verify the schedule submitted by the contractor with the contract schedule and reviews that the number of days stipulated in the construction contract documents for review of each submittal. The submission schedule must include time for resubmission and review of the incomplete, inadequate, or incorrect submittals.

The consultant is not authorized to approve the submittal of work completion schedule but must determine & recommend its acceptability and shall monitor that the contractor is using the schedule to co-ordinate the work.

Working drawings –

Working drawings are drawings, diagrams, schedules and other data specially prepared for the work by the contractor or sub-contractor to illustrate some portion of the work. The consultant will approve the working drawings and submit his approval to the Employer. After approval, the consultant will strictly monitor that the drawings are used in actual construction by the contractor's construction team. The consultant is responsible for ensuring that all parts of the work are in accordance with the approved drawings as per the Employer's Requirement.

The PMC shall follow the submittal process as directed by the Employer.

Product Data and Samples –

Product data are illustrations, standard schedule, performance charts, instruction brochures, diagrams, and other information, furnished by the contractor to illustrate or describe materials or equipment's for some portion of the work.

Samples are physical examples by which contractors illustrate materials, equipment's and establish the standards by which the work will be judged.

Product data and samples are prepared by the contractor or sub-contractor as a package and include technical data from manufacturers and other information, proving that specified items meet the contract requirements. During construction the consultant

shall maintain a file containing a list of all approved product data and samples. At the completion of the work the consultant shall prepare in co-ordination with the contractor the actual product data and samples and submit the same to the Employer.

The PMC shall follow the submittal process as directed by the Employer.

Foundation Exploration, foundation treatment –

Study of geological explorations carried out by the contractor.

Analysis of geological data by a qualified geologist and bore hole logging based on geotechnical details.

Suggestion of detailed treatment required, if any.

Inspection, Testing and Test Reports –

Test reports are written documents prepared by the laboratories reporting on examinations performed on materials used in the construction.

The consultant shall witness 100% tests on behalf of the Employer as per the plan approved by the Engineer and submit it to the Engineer/Employer. The consultant shall depute the suitable experienced staff for these services..

The consultant shall authorize the dispatch clearance of the inspected material if found in order as per the relevant standard or as per the requirements of the contract, but must determine its acceptability.

II. Construction Supervision and Quality Management

The Consultant shall provide the minimum services as detailed below:

- a. Day to day supervision of all construction activities of the works & other related construction activities under various contracts being executed by BMC at above sites by providing the employed supervisory staff who meets the required qualification and experience criteria.
- b. Certification of quantities executed by the construction contractor/s.
- c. Project planning and implementation in consultation with contractors' agencies. Coordination with the contractors' agencies on day-to-day basis so that the required progress of the project is achieved. The PMC with their conclusion should

send a daily report by e-mail to the Employer/Engineer.

- d. To verify and approve the list of items and quantities of all items in the civil works contract and propose modifications to the same, if necessary, for the approval of the Engineer/Employer.
- e. Quality assurance of works executed at site conforming to the plan approved by the Engineer. Also to direct the contractors to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations.

The Consultant shall establish and monitor the following:

- Quality management planning and implementation procedures and requirements.
 - Quality control ensuring that work is being performed and that work is being checked prior to its acceptance.
 - Quality assurance verifying that quality control tasks are being performed.
 - Continuous quality improvement continually pursuing improvement in the quality of the construction process.
 - The functions/ activities of PMC, including quality assurance will be monitored by the Employer/Engineer. Required assistance for the same will be provided by PMC. However, PMC shall have overall responsibility in quality assurance matters.
- f. PMC will be responsible and shall insist that roads in the vicinity of construction sites including diverted routes and approaches (up to 500m in all directions) are maintained by the contractors with good riding quality (pothole free) during construction period.
 - g. Alignment of adjacent works shall exactly match with final finishes for each work and this shall be done with close coordination with all the adjacent PMCs. The contractors and PMC shall be solely responsible for this.
 - h. PMC's shall get approval Employer for monitoring devised mechanism for quality assurance and take all the measures to ensure desired qualitative checks including critical observations.
 - i. PMC shall procure all the suitable project management software and server.

III. Time Management

The PMC shall follow the Time Management Plan as prepared by the Engineer.

IV. Cost Management

To prepare as necessary detailed recommendations to the Employer for contract variations and addenda to ensure the best possible technical results are achieved with the available funds.

Evaluation and determination of rates for the extra items/extra work. Any variation in the contract conditions and Preparation of technical proposals shall be in consultation with the Employer for variations. Study the contract conditions/specifications and point out to the Engineer / Employer the probable contract clauses/specifications which may lead to price implication at later stage and suggest the Employer the Engineer in resolving the same without affecting the quality and completion schedule of the work.

V. Contract Administration

Not Used

VI. Technical Back office support

Technical inputs as well as financial implications on the issues arising during construction and commissioning of the project as detailed elsewhere in these specifications with the help of experienced staff available in the office of the Consultancy firm. Day to day presence of the back office staff is not envisaged but they will have to attend meetings at site and other project related offices to resolve the issues.

This staff shall also be involved for Preparation of Project Monitoring Reports, bar/ PERT chart, preparation and updating to Engineer, monthly progress reports. Two copies of the report shall have to be submitted along with the soft copies.

To prepare specific engineering reports as requested by the Engineer, which shall include an analysis of the problems encountered and proposed solutions. The Consultant are expected to procure and use the project management software as directed by the Employer and with consultation with the Employer

To write a daily project dairy which shall record all events pertaining to the administration of the contracts, requests from and orders given to the contractors, and any other information which may at a

later date be of assistance in resolving queries which may arise concerning the execution of the works and shall be submitted to the Project Manager or the Employer whenever called for.

To assist the Engineer/ Employer in providing clarifications/ explanations to observations, if any, made from time to time by the Auditors.

Follow up of Issue of drawings to contractors wherever required and approval of contractor's drawings as the case may be.

Technical opinion on the issues related to project works.

Design backup and vetting of drawings during construction for works other than the contract works.

Support services on technical, matters of this contract during arbitration matters/litigation, if any, shall be provided by the Consultant till expiry of Professional Liability Period.

VII. **Safety Management**

The Safety Management plan must be prepared by the PMC and must have it approved by the Employer.

The Consultant shall review and monitor the safety aspect during the progress of construction activity in consultation with the contractor.

The Consultant shall strictly adhere to the safety norms laid down by the respective statutory authority for similar type of volumetric work.

The Consultant shall also verify the various insurance taken out by the contractor as per the contractual provisions.

It will be the sole responsibility of the consultant to review the safety provisions required to be maintained by the contractor.

C. (C1)- Activities during Trials and Commissioning Stage

- To instruct the contractor for commencement of Test and Trial for Commissioning as per the phases.
- To inform Employer phase-wise commissioning program.
- To conduct the test and trials
- To issue completion certificate for commencement of O&M
- To submit commissioning report to Employer
- To fix the date of commencement of O&M

(C2)- Activities Post Commissioning Stage

PMC shall carry out all such duties which are essential for the effective post- construction works including but not limited to the following:

- i. To retain atleast one copy each of all Drawings and Documents received by it, including 'as - built' Drawings and keep them in its safe custody and shall not, without written consent of BMC, be made available to any person and documents shall be submitted to BMC during execution and on completion of the work or on the advice of BMC and shall become the property of BMC. However, PMC may retain, for his own record, copies of the said plans and documents.
- ii. To obtain a complete set of as built Drawings in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Engineer within 90 (ninety) days of the Project Completion Date, reflecting the complete treatment plant as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the plant , if any, of the buildings and structures forming part of project Facilities; and shall hand them over to the Engineer against receipt thereof.

Other responsibilities of the Project Management consultant will be to carry out all such duties which are essential for the effective implementation of the construction contracts including but not limited to, the following:

- The PMC shall follow the construction supervision manual defining routines and procedures to be adopted to contract management, construction supervision and administration of the contracts and a maintenance manual for defects liability period & beyond prepared by the Engineer.
- To obtain the special guarantees, if any, for a particular work/equipment from the contractor after completion of the work.
- To take over of completed works from the contractors in particular by preparing lists of defects to be corrected by the contractors and inform the same to the employer for takeover.
- To prepare the notice of completion of work after total completion of the work and submit the same for the Engineer.
- The tracings and other originals of all plans, drawings, engineering specifications and similar materials, and any data and all records or documents pertaining to the work, including digitized soft copies thereof, shall be treated as confidential by

PMC and shall not, without written consent of the Employer/Engineer, be made available to any person and documents shall be submitted to the Employer during execution and on completion of the work or on the advice of the Employer and shall become the property of the Employer. However, PMC may retain, for his own record, copies of the said plans and documents.

D. Activities during O&M Stage (during 1st year, 2nd year and 3rd year)

- i. Review commencement of O&M
- ii. Review commencement of Asset Management Programme implementation
- iii. Review and prepare monthly O&M report
- iv. Review and prepare Annual O&M report and issue certificate for release of Retention Money.
- v. To prepare Annual plant audit report
- vi. PMC shall ensure smooth operation and maintenance of all WwTFs post commissioning and guide contractors overcome teething troubles.
- vii. The PMC shall only approve the inspection plan and guidelines prepared by Contractor and get it approved by the Employer and visit as and when required.
- viii. Approve the As-built drawings.
- ix. Prepare and issue final completion certificate and Taking Over certificate.

E. Activities at the end of 10th year & 14th year

- i. To prepare the technical audit report of all assets of plant.
- ii. To review asset replacement schedule submitted by the Contractor.
- iii. To instruct the Contractor and update the Employer on Asset Replacement.
- iv. To issue plant residual life certificate to the Contractor with a copy to Employer, including corrective measures; if any.

F. Disputes and claims

PMC shall use all its resources to resolve any disputes arising between BMC and Contractors and/or any other unforeseen parties.

- i. PMC, if called upon by the Engineer, shall advice and assist BMC in arriving at an amicable settlement of any Dispute between BMC and Contractor.

- ii. PMC shall assist BMC in any legal issues of project work and opinions letting to litigation that may arise in the project work during the Contract period.

G. Miscellaneous Activities

i. Contract Administration

The Consultant must have or set up a back office in Mumbai/Navi-Mumbai and set up a site office in the space provided at the site. The consultants if required can add additional facilities in the given space at their own cost.

ii. Technical Back office support

Project Management Consultant shall have technical back office support to deliver the scope of work in stipulated time.

iii. Deployment of Staff

- a. The minimum estimated man-months of qualified persons deployed in key position shall be in accordance with TOR
- b. The Project Management Consultant shall draw the proposal for staffing schedule for the entire period of the implementation of the project including the period of testing & commissioning and defect liability and get it approved by the Employer.
- c. Depending on the pace of the progress on the project, BMC may require Project Management Consultant to adjust and regulate the deployment of their personnel if mutually agreed upon. If needed increase the man-months mutually agreed.

iv. Reporting System of the project

The Project Management Consultant shall submit to BMC the following reports prepared by the Contractors.

Monthly Progress Reports (including Physical & Financial Progress of the works, Inputs from Key and non-key staff in terms of man months and man days, Special occurrence report based on the activities at site)

Supervision Report

Special Occurrence Report

Draft Final Report

Final Report

All the reports shall be submitted in 03 hard copies(Employer,Engineer of the Contract, Employers

representative, if any) and 01 soft copy and extra soft copies if and when demanded by the Employer.

H. Role of B.M.C.

BMC will be the implementing authority for the Project and following defines its role in implementing the project:

- a. It will exercise all technical, financial and contract management powers. All proposals having financial implications shall be put up to BMC for their approval.
- b. It will be responsible for arranging funding for the project and payment to contractors/consultants.
- c. It will have the right to appoint third party auditor to review the performance of PMC and quality of works, system components supplied by the contractor.
- d. B.M.C. may appoint General Consultant to monitor and coordinate the works of all PMCs appointed by it for the works of construction, supervision, O&M of various Sewage Treatment Plants. In such case, the Project Management Consultant appointed for this work shall work under overall control of General Consultant, so appointed without any extra cost to M.C.G.M.

6. Performance Clause

Project Management Consultant shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for monitoring the Designs, Construction and to ensure that operation & maintenance of the facility takes place in accordance with the provisions of the EPC Agreement and other schedules. The Project Management Consultant shall appoint its authorized representative, who shall issue, on behalf of the Project Management Consultant, the Provisional Completion Certification and Completion Certificate along with the Team Leader and shall carry out any such task as may be decided by Employer. The Project Management Consultant shall take prior approval of Employer before issuing Provisional Completion Certificate and Completion Certificate. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney.

7. Manpower Requirement

Replacement in agreed key staff is permitted only for the first instance without imposition of any penalty, pursuant to provisions of Clause 4.4(a). Any change in key staff thereafter, will attract a penalty of Rs.2,00,000/- each per occurrence and any change in Project Manager (International) or Process

Engineer (International) after the first instance will attract a penalty of Rs.5,00,000/- each per occurrence.

This penalty shall be applicable only upto Design Build period of the works.

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

8. Mode of Payment

8.1 Payment Schedule

The payment for the activities/scope indicated in tender document shall be approved by the BMC and paid by the BMC based on progress as indicated below:

Terms of Payment		
Sr. No.	Activity	% Payment
1.0	During Construction Stage	
1.1	0.25 % of the quoted cost per month for the period of 72 months.	18
1.2	Percentage proportionate to the physical progress of the construction of treatment plant works including land reclamation workpayable quarterly. {i.e. If the Physical progress at the end of a quarter is 25% then the payment to PMC will be L.S. quoted price X (67/100) X 25%}	67
2.0	During O & M Period	
2.1	After successful completion and commissioning of Design and Build Works.	3
2.2	Equal installment payable quarterly for O&M of the commissioned plant for the period of Three (3) years.	6
2.3	After completion of audit during 10 th year of O&M	3
2.4	After completion of audit during 14 th year of O&M	3

Note:

- i. The cost quoted for all personnel is inclusive of air travel, subsistence and inclusive of all taxes, if any.
- ii. The man-months are only indicative the bidder should consider additional man-months if required including back office support in overall cost.
- iii. If the delay is not due to consultant, delay in any time period beyond contract period, Consultancy fees will be compensated to Project Management Consultant at the rate of 0.25 % per month of the cost of Project Management Consultancy contract maximum upto one year.
- iv. The consultant shall submit attendance record of key staff along with the monthly bill. As far as the non-key staff is concerned, consultant should

submit monthly time sheet of each non-key person showing the activities carried out during that period. No bill will be certified without the attendance record of key personnel and time sheet for non-key personnel.

- v. The payment of only those activities which are carried out by the consultant will be admissible.
- vi. The staff required during 10th and 14th year of O&M shall work on retainer-ship basis. The cost for the manpower required during this period shall be included in Form FIN 3.
- vii. Price adjustment will be paid after a period of 2 years from the date of letter of acceptance as per formula given in Annexure 1.
- viii. If any inability/idle period of work arises due to reasons such as force majeure, outbreak of an epidemic, external aggression etc., then the consultant shall not be paid the fixed proportion 0.25 % per month during such idle period of work.

8.2 Time allotted for Project Management Consultancy to complete the works is 132 months (inclusive of monsoon) including 72 months of PMC period and 60 months of O&M period (i.e. 36 months of O&M during the first 3 years and 24 months of O&M during 10th and 14th year each). Date of start of Contract Period for Project Management Consultancy will be date of starting as mentioned in Letter of Acceptance (LOA). During O&M stage, the key personnel of the Consultant shall work on requirement basis.

9. Initial work of Malad PMC

The DBO work of Malad WwTF (including land improvement and reclamation) is already commenced from July 2022. Thereafter, the contractor has submitted Basic Engineering Packages (BEPs) of Malad WwTF work to BMC for verification, scrutiny & approval and contractor in the process of further engineering submissions as required under the Malad work contract.

Presently, PMC consultant for Malad WwTF is not in place. Therefore, BMC is in the process of getting those BEPs/submissions scrutinized through earlier consultant who had carried out Pre-PMC works (i.e. preparation of tender, scrutiny of received tenders & award of contract) for Malad WwTF work.

The prospective consultant bidding for the subject Malad PMC shall note that scrutiny & evaluation of BEPs/other submissions of the DBO contractor are at present being done by the earlier consultant. By the time, the subject consultancy work gets awarded to the successful consultants, the PMC scope will get proportionally reduced.

Therefore, the consultancy fees that will be paid to the earlier consultant (for scrutiny/evaluation of BEPs/other submissions), will be recovered from the quoted contract price for the subject consultancy work to the tune of actual payment made to the earlier consultant limiting to maximum of Rs.1.2 Cr.

SECTION-VI
Technical Proposals
-Standard Forms

Form of Technical Bid Submission

To:

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

Sir,

1. I/We have read and examined the following documents relating to work of **“PROJECT MANAGEMENTCONSULTANCYSERVICES FOR MALADWwTF under MSDP Stage-II (Priority works)”**
 - i. The tender notice
 - ii. The said Tender
 - iii. Instructions to e-tenderers
 - iv. Instructions to Consultants
 - v. General Conditions of contract (GCC)
 - vi. The Terms of References (TOR)
 - vii. Tender Forms and Formats
 - viii. Pro-Forma of Bank Guarantee
 - a. B.G. for Mobilization Advance.
 - b. B.G. for Performance security.
 - ix. Form FIN-1.
 - x. Drawings, if any
 - xi. Pre bid Minutes
 - xii. Addendum, Corrigendum, if any.

1. I/We
(full name in capital letters starting with surname), the proprietor/managing partner/Managing Director/Holder of the business for the establishment/firm/registered company named herein below do hereby offer to carry out the work of **“Project Management Consultancy Services for MaladWwTF under MSDP Stage-II (Priority works)”** referred to in the Terms

of Reference and Bill of Quantities to the accompanying form of contract at the rates entered in the Bill of Quantities sent herewith and signed by me/us.

2. I/We hereby tender for Consultancy Services for Project Management, supervision & Consultancy of the works referred to in the aforesaid documents, upon the terms and conditions or referred to therein and in accordance in all respects with the Terms of Reference and other relevant details at the rates entered in the aforesaid bill of quantities. According to your requirements for payment of E.M.D. amounting to Rs. 43,38,220/-. I/We have paid the amount with as specified in Instruction to Bidders, BrihanMumbai Municipal Corporation.
3. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non-acceptance of this tender has first been communicated to me/us, and in consideration of your agreeing to refrain from so doing I/We..... agree, not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non-acceptance, which date shall not be later than ten days from the date of the decision of the Standing Committee or of the Corporation, as may be required under Municipal Act, not to accept this tender (subject to condition 5 below).
4. I/We also agree to keep this tender open for acceptance for a period of 180 days from the last date of online bid submission and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.
5. I/We agree that the Corporation shall, without prejudice to any other right or remedy be at liberty to forfeit the said Earnest money absolutely, if
 - i. I/We fail to keep the tender open as aforesaid.
 - ii. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.
 - iii. I/We do not commence the work on or before the date specified in the work order.
 - iv. I/We do not fulfill the mandatory conditions as stipulated.
6. I/Wehave filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this tender.

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

Full name and address with Telephone nos. if any

Yours faithfully,

Signature of authorized signatory

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

Annual Turnover Form

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

Note:

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

Signature of authorized signatory

Form TECH-1: Information regarding status of Consultant

Name of the Consultant:

Place and country of incorporation:

Address for correspondence:

Contact Person:

Telephone Number/ Mobile Number:

Email address:

Company Registration particulars: (CIN):

Directors DIN number:

- 1) (a) If it is a proprietary concern -----
(b) If so, name of the owner -----

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

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

Signature of authorized signatory

Note: In case of Joint Venture, all members of JV shall submit Form TECH-1

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

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

Signature of authorized signatory

Note: In case of Joint, Venture all members of JV shall submit Form TECH-2A

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

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

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

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

Note:

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

Form TECH-3: Team Composition and Task Assignments

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

Signature of authorized signatory

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

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

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

A) Technical Approach and Methodology:

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

B) Work Plan:

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

C) Organization and Staffing:

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

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

1. General

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

2. Education:

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

3. Employment record relevant to the assignment:

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

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

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

4. Membership in Professional Associations and Publications: _____

5. Language Skills:

(Indicate only Language in which you are proficient):

6. Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:

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

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

Form TECH-6: Historical Contract Non-Performance

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

Consultant's Legal Name: [insert full name]

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

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

1. Black Listing or debarment proceedings ongoing or completed by any Govt./Semi-Govt. works at the time of submission.				
Sr. No.	Name and location of project	Name and address of client	Remarks regarding blacklisting of debarment ongoing/completed	No. of years of debarment/blacklisting
2. Pending Litigation				
No pending litigation				
Pending litigation as indicated below for last 5 years.				
Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, IN USD/ EURO/ STERLING POUND/ INRequivalent)	Cost of Non performing contract in RUPEES
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute]	[insert amount]	

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

Signature of authorized signatory

Undertaking cum Indemnity Bond

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

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

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

Dated day of 2019

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

Indemnified by me,

Before me
Advocate

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

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

Form TECH-7: Expert Schedule¹

No.	Name of Expert /Position /Category	Professional Expert input (in the form of a bar chart) ²											Total man-month input			
		1	2	3	4	5	6	7	8	9	n	On Field Supp ort	Off Field Supp ort	Total		
	Key Experts															
ex.	Mr. XYZ Resident Engineer-Civil	[Field]														
1																
2																
N																
															Subtotal	
	Non-Key Experts															
1		[Home]														
2																
N																
															Subtotal	
															Total	

Signature of authorized signatory of concern/company

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

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

Form TECH-8: Work Schedule

No.	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	N
1														
2														
3														
4														
5														
N														

Signature of authorized signatory

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

FORMATS FOR JOINT VENTURES

Joint Venture Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. M/s..... 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. M/s..... having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

The above mentioned parties of the FIRST and SECOND part 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, MahapalikaMarg, 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 dated - -- for the Project Management Consultancy Services of MaladWwTF (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 tender document in respect of the Project; and
- (C) It is a necessary condition of the Tender 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 in the tender.

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 Joint Venture Agreement shall be registered before Sub-Registrar/Registrar 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 currency of the Contract;

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 Tender and the Contract, until such time that the Contract is executed by the Consultant and the Employer.

6. Shareholding in the JV

6.1. The Parties agree that the proportion of shareholding among the Parties in the JV 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 Contract.

6.3. The Parties undertake that they shall not sell or change their stake in JV until the Contract Completion Date, as defined in the Contract.

7. Representation of the Parties

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

a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV Party is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgement, order or decree or any

mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

In the presence of:

- 1.
- 2.

SECTION-VII Financial Proposals-Standard Forms

Form FIN-1: Financial Proposal Submission Form

To:

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

Subject: Financial proposal for“PROJECT MANAGEMENTCONSULTANCY SERVICES FOR MALAD WWTF UNDER MSDP STAGE-II (PRIORITY WORKS).”

Sir,

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

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

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

We remain,

Yours sincerely,

Authorized Signature [in full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form FIN 2: Summary of Costs

(To be submitted ONLINE only as a Packet C)

Item	Amount in Words	Amount in Figures Cost (INR)
Total cost of PMC Services for Malad WwTF		

Note:

1. The cost of the financial proposal should match with the break-up of the costs given as per Form FIN 3. GST if applicable in future would be payable at the applicable rates as may be in force from time to time on production of documents to that effect. (Please note BMC's circular no. C.A/Finance/ project/25 dated 12.07.2022 enclosed as part of this tender document)
2. If there is mismatch in the amount quoted in the summary of cost and the total of breakdown of all costs, then the lowest from the amount of above will be considered for evaluation.
3. The above costs shall be inclusive of all taxes, if any.

Form FIN 3: Breakdown of Remuneration of Key Staff and Support Staff(To be uploaded in Folder C)

Name	Position	Staff-month Rate	Input (Staff Months)	Amount (In INR)
A) Key Staff				
Total of A				
B) Support Staff				
Total of B				
C) Staff for audit during O&M(10th& 14th year)				
Total of C				
Total A+B+C				

Note:

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

SECTION-VIII

Appendices

Appendix A: Contract Agreement Form

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

Tender no. _____ dated _____ Standing Committee Resolution No. _____
dated _____, contract for "Project Management Consultancy Services for MaladWwTF under MSDP Stage-II (Priority Works)"

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

- 1) In this agreement, words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for works hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - i. The tender notice
 - ii. The said tender
 - iii. Special Instructions to Bidders for e-tendering
 - iv. Instructions to Bidders
 - v. General Conditions of Contract (GCC)
 - vi. The Terms of References (TOR)
 - vii. Tender Forms and Formats
 - viii. Pro-forma of Bank Guarantee for Performance Security
 - ix. Form FIN - 1 to FIN - 3
 - x. Drawings, if any
 - xi. Addendum, Corrigendum, if any
- 3) In consideration of the payment to be made by the Commissioner, the Consultant hereby covenant with the Commissioner to carry out the work of "**Project Management Consultancy Services for MaladWwTF under MSDP Stage-II (Priority Works)**" in conformity in all respects with the provisions of the contract.
- 4) The Commissioner hereby covenant to pay to the Consultant in consideration of carrying out the work of "**Project Management Consultancy Services for MaladWwTF under MSDP Stage-II (Priority Works)**", the Contract Price i.e. **Rs. _____/- (in words _____ only)** at times in the manner prescribed by the Contract.

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

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

1. _____

2. _____

&in the presence of the Municipal Secretary _____

Signedand delivered by the within named _____)
)

Dy. Municipal Commissioner (Special Engineering))

in the presence of _____)

1. _____

2. _____

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

1. _____

2. _____

Appendix-B: Performance Bank Guarantee

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

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

WHEREAS the BrihanMumbai Municipal Corporation hereafter referred to as BMChasinventedtendersforexecution of.....hereinafter referred to as 'the said work'.

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

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

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

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

WE.....do hereby undertake and agree to pay to the Deputy Municipal Commissioner(Special Engineering), of the BMC the amount due under this guarantee. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this

guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....Rupees.....).

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

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

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

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

Date this.....Day of

WITNESS:

BANK

Appendix-C: Advance Bank Guarantee Not Used

Appendix-D:
Not Used.

Appendix-E: Form of undertaking to provide Parent company/Sister concern guarantee

(As per ITB 12.1 (a) Eligibility)

To:

BrihanMumbaiMunicipal Corporation ("BMC")

RE: Tender documents for the "Project Management Consultancy services for MaladWwTF under MSDP Stage-II (Priority works)." (The "Tender Documents")

RE: Parent Company/Sister Concern Guarantee

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

WHEREAS in accordance with ITB 12.1 (a) Eligibility of the Instructions to Bidders, this undertaking to provide a parent company/sister concern guarantee is required because the Bidder demonstrates compliance with the qualification criteria for this Tender on the basis [of the financial strength, experience or qualifications of its parent company/sister concern]

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

AND WHEREAS the undersigned has examined fully the Tender Documents;

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

DATED this day of 20.....

Name of Parent Company/Sister Concern:

Per: Name

Title

Per: Name

Title

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

Appendix-F: Parent Company/Sister Concern Guarantee

(To be prepared On Official Stamp Paper as per the Indian Stamps Act 1958)

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

And BrihanMumbaiMunicipal Corporation whose principal office is situated at Municipal Building, Mahapalika Marg, Fort, Mumbai 400001 (hereinafter called BMC) of the other part WHEREAS the BMC has invited tenders by its invitation to tender dated____ the day of.....20....." Project Management Consultancy services for Malad WwTF under MSDP Stage-II (Priority works)."(The "Project");

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

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

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

The Guarantor hereby covenants with the BMC as follows:

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

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

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

- a. It will provide audited financial statement of the Guarantor within 60 days from expiry of each financial year.
 - b. It will not dispose all the shareholding held in the Project Management Consultancy (PMC) and shall always control the management of the Project Management Consultancy (PMC).
11. The Guarantor hereby agrees that in case of a breach of the obligations under this Guarantee or in case of enforcement of this Guarantee, the BMC shall have a right to seek specific performance in addition to the other remedies available under law.
12. The Guarantor now hereby declares and warrants that:
- a. The Guarantor has the competence and power to execute this Guarantee;
 - b. the Guarantor is financially solvent and has adequate net worth to provide this Guarantee to enable it to perform its obligations under this Guarantee;
 - c. the Guarantor has done all acts, conditions and things required to be done, fulfilled or performed, and procured all authorizations and necessary approvals in all relevant jurisdictions, if so required or essential for the execution of this Guarantee and for the performance of the Guarantor's obligations in terms of and under this Guarantee; and all authorizations and necessary approvals have been performed and are in full force and effect and no such authorization or approval has been, or is threatened to be, revoked or cancelled;
 - d. this Guarantee has been duly and validly executed by the Guarantor or on behalf of the Guarantor and this Guarantee constitutes legal, valid and binding obligations of the Guarantor;
 - e. the entry into, delivery and performance by the Guarantor of, and the transactions contemplated by, this Guarantee does not and will not conflict:
 - i. with any law in any relevant jurisdiction;
 - ii. with the constitutional documents of the Guarantor; or
 - iii. with any document which is binding upon the Guarantor or on any of its assets;
 - f. all amounts payable under this Guarantee will be made free and clear of all deductions or withholdings for or on account of any tax or levy unless a tax deduction or withholding is required by law. Provided that if such deduction or withholding is required by law, the payments under this Guarantee will be grossed up in such manner that after the deduction or withholding is made, as the case may be, the BMC receives the amount demanded by it.
 - g. the execution or entering into by the Guarantor of this Guarantee constitute, and performance of its obligations under this Guarantee will constitute, private and commercial acts done and performed for private and commercial purposes; (ii) the Guarantor does not have, will not be entitled to, and will not claim any immunity for itself or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to this Guarantee;
 - h. No litigation, investigation, arbitration, administrative or other proceedings are pending or threatened against the Guarantor or its assets, which, if adversely determined, might have a material adverse effect in relation to the Guarantor;
 - i. all information communicated to or supplied by or on behalf of the Guarantor to the BMC from time to time in a form and manner acceptable to the BMC, are true and fair / true, correct and complete in all respects as on the date on which it was communicated or supplied;

Annexure-1

Price Adjustment

Adjustment for Labor Component

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula.

$$V_L = 0.85 \times P_L / 100 \times R \times (L_1 - L_0) / L_0$$

V_L = increase or decrease in the cost of work during the month under Consideration.

L_0 = Basic consumer price index, 28 days prior to 2 years from the date of Letter of Acceptance.

L_1 = Average consumer price index.

P_L = Percentage of Labour component of the work shall be 100%.

R = Total value of work done.

NOTE:

- Price adjustment shall be applicable only on the works carried out after 2 years from the date of letter of acceptance.
- The base price shall be considered as on 28 days prior to 2 years from the date of Letter of Acceptance.
- The adjustment may be positive or negative depending upon the rise or fall of index / prices / wages.
- All India Consumer Price Indices Numbers (General) for Industrial Workers for MUMBAI City shall be used for Price adjustment for labour component.
- This price escalation will not be applicable for the extended time period.

TENDER SECURITY BANK GUARANTEE

NOT USED

~~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 BrihanMumbaiMunicipal Corporation (hereinafter referred to as Beneficiary "the Employer") has invited tenders for execution of work of (Name ofContract/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.~~

~~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 yours rights under the said guarantee be forfeited and we shall be relieved and discharged from all liabilities thereunder.~~

~~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

Power of Attorney for Lead Member of Joint Venture

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

Whereas the BrihanMumbai Municipal Corporation (“the Employer”) has invited tenders from interested parties for the Project Management Consultancy Services for Malad WwTF (the “The PMC”).

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our

said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

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

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

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

Witnesses:

1.

2.

..... (Executants)

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

..... (Name & Title)

Notes:

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

प-३५

बृहन्मुंबई महानगरपालिका

परिपत्रक

प्र.ले./वित्त/प्रकल्प/ 25 दि. 12/07/2022

विषय: महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध प्रकल्प कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये वस्तु व सेवा कराच्या अनुषंगाने अंतभूत करावयाच्या अटीबाबत.

संदर्भ: १) प्र.ले./वित्त/प्रकल्प/शहर/३३ दि.०४.०३.२०१७

२) प्र.ले./वित्त/प्रकल्प/शहर/१२०अ दि.०८.०५.२०१७

३) प्र.ले./वित्त/प्रकल्प/शहर/८ दि.१४.०७.२०१७

४) प्र.ले./वित्त/प्रकल्प/शहर/२८ दि.१०.११.२०१७

५) Press Release: 47th Meeting of the GST Council, Chandigarh
28th and 29th June, 2022.

बृहन्मुंबई महानगरपालिकेद्वारे हाती घेण्यात येणाऱ्या विविध प्रकल्प कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये वस्तु व सेवा कराच्या अनुषंगाने अंतभूत करावयाच्या अटीबाबत संदर्भित परिपत्रकान्वये सूचना प्रसूत केल्या आहेत.

वस्तु व सेवाकरांच्या दरात फेरबदल करण्याबाबत शासन विचाराधीन असल्याने महानगरपालिकेतील विविध कामांच्या निविदांबाबत संभाव्य निविदाकार महापालिकेस निवेदन सादर करत आहेत. अतएव, महानगरपालिकेद्वारे हाती घेण्यात येणारी विविध प्रकल्प कामे तसेच प्राप्त करण्यात येणा-या वस्तु व सेवा इत्यादीबाबतच्या ई-निविदा/निविदा/दरपत्रक यामध्ये संदर्भित क्र.५ अन्वये दिलेल्या वस्तु व सेवा कराच्या अनुषंगाने अंतभूत करावयाच्या अटीमध्ये खालीलप्रमाणे बदल करण्यात येत आहे.

F:\B Drive\GST\MCGM-GST.2017\MCGM CIRCULAR\Word Files\Circular- Modification in Tax Condition.docx

Scanned with CamScanner

विद्यमान अट	सुधारित अट
<p>“GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.</p> <p>Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.</p> <p>Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price variation.</p>	<p>“GST and other state levies/cess which are not subsumed under GST will be applicable. The tenderer shall quote inclusive of all taxes <u>applicable at the time of bid submission</u>. It is clearly understood that BMC will not bear any additional liability towards payment of any Taxes & Duties.</p> <p>Wherever the services to be provided by the Tenderers, falls under Reverse Charge Mechanism, the Price quoted shall be exclusive of GST, but inclusive of Taxes/Duties/Cess other than GST, if any.</p> <p>Rates accepted by BMC shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates; increase in taxes/any other levies / tolls etc. except that payment/recovery for overall market situation shall be made as per Price variation and if there is any subsequent change (after submission of bid) in rate of GST applicable on the work/services to be executed as per tender, i.e. any increase will be reimbursed by BMC whereas any reduction in the rate of GST shall be passed on to BMC as per the provisions of the GST Act.</p>

उपरोक्त सुधारीत अट ही ज्या कामांच्या ई-निविदा/निविदा/दरपत्रक दस्तऐवज यामध्ये समाविष्ट केलेली असेल फक्त त्याच कामांकरिता लागू असेल.

अतएव, प्राप्त होणारे देकार प्रचलित वस्तु व सेवा करांच्या दरानुसार प्राप्त होणार असल्याने, सध्या ज्या ई-निविदा/निविदा/दरपत्रक मागविलेल्या आहेत अशा निविदांमध्ये

F:\B Drive\GST\MCGM-GST.2017\MCGM CIRCULAR\Word Files\Circular- Modification in Tax Condition.docx

Scanned with CamScanner

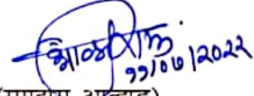
९३७

नियत दिनांकापूर्वी शुद्धीपत्रकाद्वारे उपरोक्त सुधारीत अट समाविष्ट करण्याबाबत तसेच यापुढे मागविण्यात येणाऱ्या ई-निविदा/निविदा/दरपत्रक यांमध्ये उपरोक्त सुधारीत अट समाविष्ट करण्याची संबंधित खातेप्रमुख यांनी दक्षता घ्यावी. तसेच वस्तु व सेवा कराच्या दरातील बदल हा शासन निर्णयामधील दिनांकापासुन प्रभाव्य राहिल.

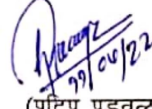
सर्व खातेप्रमुख, रूग्णालयांचे अधिष्ठाता, सहायक आयुक्त, यांनी उपरोक्त सुचनांचे काटेकोरपणे अनुपालन करावे.


(पांडुरंग गोसावी)

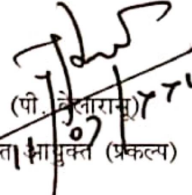
प्रमुख लेखापाल (पा.पु.म.नि.)


(रामदास आक्हाड)

उप आयुक्त (वित्त)


(प्रदिप पडवळ)

प्रमुख लेखापाल (वित्त) प्र.


(पी. वेण्कटेश)
अतिरिक्त आयुक्त (प्रकल्प)