

MUNICIPAL CORPORATION OF GREATER MUMBAI



**CONSULTANCY SERVICES FOR THE CONDITION ASSESSMENT,
STRUCTURAL AUDIT, FEASIBILITY STUDY FOR CARRYING
OUT REPAIRS/REHABILITATION OF 1910 MLD WTP AT
BHANDUP COMPLEX AND 18 MLD TULSI WTP FOR DESIGN
THROUGHPUT.**

2020-21

**Deputy Chief Engineer,
(Water Supply Projects) Mech. & Elect.-City
Municipal Corporation of Greater Mumbai,
1ST Floor, 5B Store Building,
Bhandup Complex, Khindipada Road,
Mulund, Mumbai – 400 080**

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SECTION-I
e-Tender Notice

MUNICIPAL CORPORATION OF GREATER MUMBAI

(WATER SUPPLY PROJECTS DEPARTMENT)

NO. DY.CH.E. /WSP/M&E/CITY/2020-21/626

Date:15/02/2021

e -TENDER NOTICE

The Municipal Commissioner of Greater Mumbai invites the online tenders in three packet system on Least Cost Quality Selection (LCQS) for providing “Consultancy services for the condition assessment, structural Audit, Feasibility study for carrying out repairs/ Rehabilitation of 1910 MLD WTP at Bhandup Complex and 18 MLD WTP at Tulsi, for design throughput”. The tender copy can be downloaded from MCGM’s portal (<http://portal.mcgm.gov.in>) under ‘e-procurement’ section.

1. Minimum Qualifying Criteria:

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

The Consultancy firms shall be in existence for at least 15 years. Authorized change in name & style shall be considered. The Consultancy firms shall have valid ISO-9001 Certification.

Bidders Capabilities
Financial Capabilities
Average annual turnover of Consultancy firm shall be minimum 50 Lakhs in the last five (5) financial years. i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20
Technical Capabilities
Particular Experience
The Consultancy firm must have carried out minimum One work of Feasibility Study and detailed engineering, internationally/ nationally for project involving minimum 455 MLD capacity water treatment plant in last 15 years; This plant should be in operation for last three years as on the date of submission of tender.

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

In case the firm qualifies based on credentials of the Parent Company, then the contract with M.C.G.M. is to be signed by both the Subsidiary and the Parent Company.

In case of any doubt, interested consultants may obtain further information from the office of the:

Deputy Chief Engineer,
(Water Supply Projects) Mech. & Elect.- City
Municipal Corporation of Greater Mumbai,
1ST Floor, 5B Store Building,

Consultancy services for the condition assessment, Structural Audit, feasibility study for carrying out Repairs / Rehabilitation of 1910 MLD WTP at Bhandup Complex & 18 MLD Tulsi WTP for design throughput

Bhandup Complex, Khindipada Road, Mulund,
Mumbai – 400080.
Email: - 1910mldwtp@gmail.com

3. All interested bidders, whether already registered or not registered with MCGM, are mandated to get registered with MCGM for e-tendering process, Login Credentials to participate in the online tendering process on the above- mentioned portal under “e-procurement”.
4. For the registration, enrolment for digital signature certificate & user manual, Bidders may please refer to respective links provided in e-tendering tab on MCGM website. The Bidders can get digital signature from any one of the Certifying Authorities (CA's) licensed by the controller of Certifying Authorities namely Safe script, IDRBT, National Informatics Centre, Customs, MTNL, GSFC and e-Mudhra CA. MCGM has opened a helpdesk at the address mentioned above to help the Bidders in this regard.
5. Detailed procedure for e-Tendering process is displayed under e-tender tab on MCGM website. The tender documents may be downloaded by clicking the link C-(collaboration) and then Folder “MCGM Documents”, which includes the tender documents along with other relevant documents.

6. Submission of Tenders:

e-Tender / Bid No.	Name of the Work	Earnest money Deposit (Rs.)	e-Tender Document Price	Contract period
7100203158	Consultancy services for the condition assessment, structural Audit, Feasibility study for carrying out repairs/ Rehabilitation of 1910 MLD WTP at Bhandup Complex and 18 MLD WTP at Tulsi, for design throughput	50,000/-	Rs. 8925 (Rs.8500/- + 5% GST)	4 months (Inclusive of monsoon)

7. Bidders are required to pay the above EMD (Earnest Money Deposit) of Rupees 50,000/- on or before the end date & time of submission of tender online through M.C.G.M's payment gateway.
8. For purchasing the Tender documents, the Bidders will have to get registered with MCGM for the e-tendering process and obtain login credentials to participate in the online Tender process. The details of the same are available on MCGM portal (<http://portal.mcgm.gov.in>), under e- procurement tab. Thee-tenders duly filled in, should be uploaded and submitted online on or before the end date of submission. The Packets A, Packet B and Packet C (including contents of Folder C) of the e-tenders will be opened in the office of Dy. Ch. Chief

Engineer (WSP) M&E-City as per the timetable shown. The dates and time for uploading the e-Tender & opening of the e-Tenders are as under:

Bid No.	Sale of e-Tender starts from	Last Date & Time of Sale	Last Date of e-Tender submission	Opening of packets of e-Tender		
				Packet 'A'	Packet 'B'	Packet 'C' (including contents of Folder C)
7100203158	17.02.2021 at 11.00 Hrs.	16.03.2021 Up to 13.00 Hrs.	16.03.2021 Up to 14.00 Hrs.	17.03.2021 at 14.00 Hrs.	17.03.2021 at 14.00Hrs.	26.03.2021 at 14.00 Hrs.

9. 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 Dy.Ch.E.(WSP)M&E-City.

Pre-bid meeting will be held in the office of Ch.E.(WSP) at the address mentioned below at 15.00 hrs on 25.02.2021.

Office of the Chief Engineer (WSP),
1st floor, Engineering Hub Building,
Dr. E. Moses Road,
Near Worli Naka, Worli, Mumbai-400018.

10. 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.
11. Other details can be seen in e-tender document. The dates & 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 MCGM Portal: <http://portal.mcgm.gov.in>.

Sd/-
Dy. Chief Engineer (WSP)M&E- City.

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SECTION-II Special Instructions to Bidders for E-Tendering

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

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

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

- I. Transfer from R3 (Registered Consultants with MCGM) to SRM
 - a) Consultants already registered with MCGM will approach to Vendor Transfer cell.
 - b) Submit his details such as(name, vendor code ,address, registered Email ID, pan card etc.) to Vendor transfer cell
 - c) MCGM authority for Vendor Transfer transfers the Vendor to SRM Application from R3 system to SRM system.
 - d) Transferred Vendor receives User ID creation link on his supplied e- mail ID.
 - e) Vendor creates his User ID and Password for e-tendering applications by accessing link sent to his mail ID.
 - II. Online Self Registration (Temporary registration for consultants not registered with MCGM)
 - a) Vendor fills up Self Registration form via accessing MCGM portal.
 - b) Vendor Transfer cell (same as mentioned above) accesses Supplier Registration system and accepts the Vendor request.
 - c) Accepted Vendor receives User ID creation email with Link On his supplied e-mail Id.
 - d) Vendor creates his User ID and Password for e-tendering application.
5. No manual offers sent by Post/Fax or in person shall be accepted against e- tenders. Physical submissions are not allowed. All such physical submissions shall be considered as invalid offers without any consideration.
 6. Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the bid document as

Consultancy services for the condition assessment, Structural Audit, feasibility study for carrying out Repairs / Rehabilitation of 1910 MLD WTP at Bhandup Complex & 18 MLD Tulsi WTP for design throughout

well as confirmation of the bid offered by the consultant, which shall include acceptance of special directions/terms and conditions incorporated, if any.

7. 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.
8. Digital Signature Certificates: Consultants can procure digital signature certificate from any of the certifying authorities in India.
9. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
10. In order to participate in an e-Tender, the registered consultants need to follow the steps given below.
 - a) Open the e-Tendering application by clicking the link available in 'e- Tendering' section of MCGM Portal.
 - b) Download the 'Browser Settings' document and carry out the necessary settings and root certificates installation as mentioned in the document. Please note that the computer user should have administrative rights to the computer to be able to work with e-Tendering application.
 - c) Login to the application with your credentials and follow the instructions given in the document 'User Manual for Vendors–Bidding Process' which is available in the 'e-Procurement' section of MCGM Portal.
 - d) Make payment of tender fee online and the same can be done by accessing 'Pay Tender Fees' option. By this one will be able to pay Tender fee through Payment Gateway. If the transaction is successful, the 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 "MCGM's 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 Sr. No 14 below of this document, in the same folder named "Bidder's Documents". System will prompt for digital signature certificate while uploading these documents.
 - g) The 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's 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) Packet A, the technical bid (Packet B) and commercial bid (Packet C) shall be submitted

online on and before the date and time mentioned for submission of bids. 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 Dy.Ch.Eng.(WSP)M&E-City.

- k) The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version. Bid creator (MCGM) starts Bid Opening for Packet A after reaching End Date and Time and Bid Evaluation process starts.
 - l) Ensure that your bid is submitted by verifying the 'Bid Status' of the bid in the initial bids listing screen as 'Bid submitted'.
11. 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 e-mail ID's given on MCGM Portal, under e- tendering tab.

12. Bidders are requested to submit and upload the e-tenders in time on or before the stipulated day to avoid rush at the closing hours. MCGM will not be responsible for poor connectivity of network/internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator (MCGM) within stipulated time limit, MCGM shall not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by Consultants or sent to Consultants, if not received or bounced back at the receiving end due to any problem in server or connectivity, MCGM 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.
13. 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.
14. Following documents shall be uploaded by the consultants in the folder named "Bidder's Documents" in the on line e-Tender.
- I. The e-Packet 'A' shall contain the following-
 - a) Bidders have to create their e-wallet for online payment of E.M.D amounting to Rs.50,000/-.System will generate acknowledgement of this E.M.D. amount paid online through payment gateway from e-wallet of the bidder.
 - 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.
- f) Scanned copy of duly registered Power of Attorney, wherever applicable.
- g) Valid e-Mail ID's of the consultants.
- h) Scanned copy of ISO-9001 Certification
- ~~i) Scanned copy of Bank Solvency Certificate as per Appendix-D.~~
- j) Scanned copy of documents satisfying the Eligibility Criteria defined in tender document.

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

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

Complete Technical Proposals- Standard Forms as per Section VI.

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 "A" & 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 e-mail IDs of the firm for communication. Any communication with the bidder will be made on such provided e-mail IDs only.

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

The Consultant shall submit the Commercial bid online by filling Complete Financial Proposals as mentioned below.

e-Packet C: This shall contain online filling up of data as per Form FIN 2 of financial

proposal

Folder C: This shall contain scanned copy of data in Form FIN 1 and Form FIN 3 of financial proposal

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, MCGM can open the commercial online Bid submitted by the consultant. 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 cum Quality Based Selection (LCQS)” method.

NOTE: This e -Tendering process is covered under Information Technology ACT & Cyber Laws as applicable. In the 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/MCGM”

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SECTION-III

Instructions to Bidders

General

- 1.0** 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.
- 2.0** Bidders are requested to read carefully the following directions, the terms and conditions of the contract; addendum/corrigendum (if any) and sign the form of Bid, annexure, specifications and Bill of Quantities & Rates, etc. after making appropriate entries, wherever necessary.
- 3.0** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid that is not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

4.0 Scope of Consultancy:

The scope of services is detailed in the Terms of Reference and other relevant clauses in the tender document.

5.0 Clarifications to the Bidder:

Each Bidder shall upload only one tender for the specific work. 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, and EMD and tender deposits of such e-Bidders 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 black listing of such firms will be taken.
- c) The Municipal Commissioner reserves 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.

6.0 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 "Dy. Chief Engineer (WSP) M&E-City" with prior appointment in writing. The visit to site by the Bidder will be at his own risk and costs.

7.0 Bid Validity Period:

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

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

8.0 Documents comprising of bid:

The Bid document comprises the following -

- 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.

9.0 Earnest Money Deposit (EMD)

- a) Bidders are required to pay the EMD (Earnest Money Deposit) of Rupees 50,000/- on or before the end date & time of submission of tender, online through M.C.G.M's payment gateway, valid for till validity of bid.

Failure to pay proper EMD on or before the end date & time of submission of tender shall be treated as non-submission of the bid. No interest will be paid on EMD.

- b) The Employer shall be entitled to draw on the tender security (EMD) and the Bidder shall forfeit its tender security if:
- i) A Bidder withdraws its e-Tender Submission during the period of tender validity set out in ITB7; or
 - ii) A Bidder fails to accept corrections in accordance with ITB11;
 - iii) The successful Bidder fails to:
 - a) Sign the Contract in accordance with ITB18;or
 - b) Furnish the documents, including Performance Bank Guarantee, in accordance with ITB31.

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

- a) EMD of the bidders from L3 & downwards will be released immediately without asking any application from the Applicant, at the level of AE/Executive Engineer through SRM system, and without any insistence of the sanction of the competent authority as the EMD/ASD is a deposit to be refunded immediately of unsuccessful bidder and should not be kept on hold for any reasons. E.M.D. of bidders except L1 & L2 will be refunded after recommendations of the department.
- b) E.M.D of second lowest bidder (L2) will be refunded after issuance of letter of acceptance to the lowest bidder (L1).
- c) E.M.D. of Successful bidder will be refunded only, i) after the submission and verification of all documents required for execution of contract, ii) when the Bidder has duly signed the Contract Agreement and iii) furnished the required Performance Securities.

11.0 Forfeiture of EMD for Being Non-responsive

- a) EMD shall be forfeited, if the Bidder withdraws the Bid after bid opening (opening of packet 'A' and 'B' during the period of Bid validity).
- b) If the successful Bidder refuses to accept the work allotted to him, his earnest money deposits will be forfeited. Further, next lowest Bidder in the ranking list of the responsive Bidders may be given chance.
- c) If the successful Bidder fails within the specified time limit to,
 - i) Sign the Agreement and/or
 - ii) furnish the required Security Deposits; his earnest money deposits will be forfeited.
- d) No rejections and forfeiture shall be done in case of curable defects. For non-curable defects the 10% of EMD shall be forfeited and bid will be liable for rejection.

Curable defects mean shortfalls in submission such as:

- a. Non-submission of following documents,
 - i. Valid Registration Certificate
 - ii. ~~Valid Bank Solvency~~
 - iii. GST Registration Certificate
 - iv. Certified Copies of PAN documents and photographs of individuals, owners, etc.
 - v. Partnership Deed and any other documents
 - vi. Undertakings as mentioned in the tender document.

- b. No proper submission of experience certificates and other documents, etc.

Non-curable Defect shall mean:

- a. In-adequate submission of EMD/ASD amount,
 - b. In-adequacy of technical and financial capacity with respect to Eligibility criteria as stipulated in the tender.
- e) The cases wherein if the shortfalls are not complied by a contractor, will be informed to Registration and Monitoring Cell. Such non-submission of documents will be considered as 'Intentional Avoidance' and if three or more cases in 12 months are re-reported, shall

be viewed seriously and disciplinary action against the defaulters such as banning/de-registration, etc. shall be taken by the registration cell with due approval of the concerned AMC.

12.0 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 Bidder is in contention for the award of the Contract, the Bidder shall be notified of the corrections made in accordance with ITT 11(1) and the Employer shall seek the Bidder's agreement to the corrected Tender Price.

13.0 Minimum Qualifying Criteria:

1. Eligibility

- a) Joint venture and sole proprietor will not be allowed. However, wholly owned subsidiary firm of the foreign company is eligible to quote on the basis of the credentials of its parent company with parent company guarantee, if they submit certificate from the parent company to that effect. In case, the qualification is on the basis of Parent company then both Parent company & subsidiary shall sign contract with MCGM.
- 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 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.
- d) 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 MCGM reserves its right to take appropriate action including cancellation of the bid, forfeiting of bid security etc., as may be deemed fit by MCGM at any time without requiring to give any notice to the applicant in this regard.
- e) The consulting firm should have been registered (Registrar of Firms/Company of Consulting Engineers /Govt. /Govt. Undertaking) under same name & style for at least 15 years. (Authorized change in name & style shall be considered).

- f) The consulting firm must have valid ISO 9001 certification prior to submission of bid.
- g) The consulting firm shall have the required experience as required under eligibility criteria.
- h) Consultant has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCGM, 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.
- i) No Bidder shall be affiliated with a firm or entity that is involved with the tendering process for the referred works.
- j) 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.
- k) The tender documents are not transferable. Only those Bidders who have purchased the tender documents are eligible to submit their bid.
- l) 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.

2. Financial & Technical capabilities

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

The Consultancy firms shall be in existence for last 15 years in India. Authorized change in name & style shall be considered. The Consultancy firms shall have valid ISO- 9001 Certification.

Bidders Capabilities
Financial Capabilities
Average annual turnover of Consultancy firm shall be minimum 50 Lakhs in the last five (5) financial years. i.e. 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20
Technical Capabilities
Particular Experience
The Consultancy firm must have carried out minimum One work of Feasibility Study and detailed engineering, internationally/ nationally for project involving minimum 455 MLD capacity water treatment plant in last 15 years; This plant should be in operation for last three years as on the date of submission of tender.

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

the qualification is on the basis of Parent company then both Parent company & subsidiary shall sign contract with MCGM.

In case the firm qualifies on the basis of credentials of the Parent Company, then the contract with M.C.G.M. is to be signed by both subsidiary and the Parent Company.

The Consultant who does 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 75 marks in technical evaluation shall not be opened.

3. Personnel Capabilities

Consultants shall upload general information on the management structure of the firm, and shall deploy qualified personnel to fill the key positions for entire contract period of 4 months as under. The indicative man months on that basis are shown as detailed below.

Sr. No.	Position	Professional Qualification	Experience Requirement	Man-months
Key Staffs				
1.	Project Manager	Post- Graduate in Civil Engineering.	<ul style="list-style-type: none"> • Total professional experience of at least Twenty (20) years. • Relevant experience of at least Fifteen (15) years in water / wastewater / Sewerage sector • Relevant experience as senior member of the team or project manager on the water/ wastewater treatment plant of capacity not less 455 MLD 	2
2.	Design Engineer (Civil)	Degree in Civil Engineering	<ul style="list-style-type: none"> • Total professional experience of minimum Twelve(12)years • Relevant experience of Eight (08) years in design and review activities of Civil discipline in water / wastewater treatment plants. 	2
3.	Design Engineer (Mechanical/ Electrical/ Instrumentation)	Degree in Mechanical/ Electrical/ Instrumentation Engineering	<ul style="list-style-type: none"> • Total professional experience of minimum Twelve(12)years • Relevant experience of Eight (08) years in design and review activities of mechanical, Electrical and Instrumentation discipline in water/ wastewater treatment plants. 	2
4.	Process Engineer	Degree in Mechanical/Civil/ Electrical/ Chemical Engineering	<ul style="list-style-type: none"> • Total professional experience of minimum Twelve • (12) Years. • Experience in study, design, rationalization, optimization, rehabilitation and implementation of large water/ wastewater treatment systems 	0.5

5.	Structural Engineer.	Degree in Civil Engineering with Post-Graduation in structural Engineering.	<ul style="list-style-type: none"> Total professional experience of minimum Twelve (12) years. Relevant experience of Ten (10) years in designing and supervising construction projects of wastewater sector or water retaining structures on similar projects. 	1.5
6.	Geotechnical Expert	Degree in Civil Engineering or equivalent with qualification in Geology	<ul style="list-style-type: none"> Total professional experience of minimum Twelve (12) years Relevant experience of Eight (08) years in geotechnical study and assessment in design and construction of large infrastructure projects including water retaining structures. 	0.5
7.	CAD Operator	Diploma in Engg.	<ul style="list-style-type: none"> Total professional experience of minimum Eight (8) years. 	1.5
8.	Surveyor	Diploma in Engg.	<ul style="list-style-type: none"> Total professional experience of minimum Eight (8) years. 	2

NOTE:

- Age of key personal described above should not be more than 60 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.
- Out of Eight (8) key personnel, three (3) key personnel should be on permanent pay-roll of the Consultancy firm for the last three (3) years. The proof to this effect shall be submitted along with the bid (Form 16B). 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-bid Meeting

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

Office of the Chief Engineer (WSP),

1st 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
Consultancy services for the condition assessment, Structural Audit, feasibility study for carrying out Repairs / Rehabilitation of 1910 MLD WTP at Bhandup Complex & 18 MLD Tulsi WTP for design throughput

reach MCGM preferably at least one 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 MCGM's 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:

1910mldwtp@gmail.com

The format of the queries shall be as follows:

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

13.1 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 Dy. Chief Engineer (WSP) M&E-City, preferably at least one day prior to the pre-proposal meeting.
- C. MCGM will respond to any such request for clarifications, which are received in stipulated time. The response, however, will be in the form of written communication.
- 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.

14.0 Language of Bid

The language of the bid shall be English. Documents/ Information in any other language shall be accepted only if accompanied by translations certified by Consulates/ Embassies 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.

15.0 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 contents of Folder C (Price Packet) and shall contain following documents.

Packet A

1. System auto generated acknowledgement of the E.M.D. amounting Rs. 50,000/-paid online through payment gateway from e-wallet of the bidder.
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.
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

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

Technical bid (Packet B)

The bidder shall submit complete Technical proposal in Packet B. The M.C.G.M. reserves right to seek clarifications / information from Consultants for shortfalls in Packet B submission.

Commercial bid (Packet C)

The Bidder shall submit the Commercial bid (Packet C 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 Consultancy Cost" shall be uploaded in Folder 'C'. The bidder shall also upload Form FIN-1: "Financial Proposal Submission Form" in Folder 'C'

16.0 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.

17.0 Amendment of contents of proposal

- a) Before the last date for submission of bids, the M.C.G.M. may modify the bid documents by issuing addendum/ corrigendum and publishing it on portal of MCGM.
- b) Any addendum/corrigendum/clarifications thus issued shall be part of the bid documents and shall be published on portal of MCGM.
- 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 M.C.G.M. may extend as necessary the last date for submission and uploading of bids.

18.0 Rates and Prices

The Consultant shall quote the price online in Commercial bid (Packet C) only as illustrated in form FIN-2. The rate shall invariably include the cost of the work arising out of scope of the work mentioned in the Terms of References (TOR).The prices quoted shall be firm.

The tender shall be for the whole work as described in Terms of Reference attached hereto, based on the Key Personnel man-months and other costs 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 being rendered to MCGM is under Twelfth Schedule of Article 243(w) of the constitution, which is a 'pure service' and hence is exempted from GST.

The rates and prices shall be fixed for the entire duration of the Consultancy contract and extended period, if any.

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

19.0 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.

20.0 Modification of Documents

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

21.0 Submission of Bids

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

22.0 Opening of bid

First Packet A of the Bidders 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, MCGM 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 3 working days from the date of intimation, failing which the offer of the respective Bidder may be treated as non-responsive and 10% amount of EMD paid by Bidder 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 minimum of 75 marks will be considered as responsive for opening financial bid i.e. Packet 'C'.

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

23.0 Evaluation of the Bids (Packet B)

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

The bids shall be evaluated on "Least Cost Quality Selection (LCQS)" method as per the scheme of marks given in the e-Tender. Minimum marks for the qualifying technical criteria shall be 75 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)	52
2	Qualification and Experience of the Key / other Persons (as per table C below)	40
3	Permanency of Key Staff (as per table D below)	8
	Total :-	100

Table B: Financial capabilities and Technical capabilities

Sr. No.	Bidders Capabilities	Parameter	Criteria	Marks	Max Marks
Financial Capabilities					
1	Average annual turnover of Consultancy firm in the last five (5) financial years.	Above 1 crores	Minimum 50 Lakhs	5	5
		75 to 100 Lakhs		4	
		50 to 75 Lakhs		3	
Technical Capabilities					
Particular Experience					
1	Have provided Consultancy services for Feasibility Study, Detailed Engineering Design, internationally / nationally for the work of Water treatment Plants of capacity as stated, in last Fifteen years.	Consultancy for similar nature of three and more works completed of WTP project minimum capacity 455 MLD		40	40
		Consultancy for similar nature of two works completed of WTP project minimum capacity 455 MLD.		35	
		Consultancy for similar nature of one work completed of WTP project minimum capacity 455 MLD.		30	
2	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference			7	7

Consultancy services for the condition assessment, Structural Audit, feasibility study for carrying out Repairs / Rehabilitation of 1910 MLD WTP at Bhandup Complex & 18 MLD Tulsi WTP for design throughput

Table C: Qualification and Experience of Key Persons:

Sr. No.	Position	Total Marks
Key Staffs		
1	Project Manager	8
2	Design Engineer –Civil	7
3	Design Engineer – M&E Instrumentation	6
4	Process Engineer	6
5	Structural Engineer	6
6	Geotechnical Expert	3
7	Surveyor	2
8	CAD Operator	2
	Total	40

Table D: Permanency of Key staff:

Sr. No.	Criteria	Marks	Max Marks
1	More than Four (4) Permanent key Staff	8	8
2	Four (4) Permanent key staff	5	
3	Three (3) Permanent key staff	3	

Criteria for marking professional staff

Sr. No.	Description	Percentage
1	Academic qualifications	30
2	Experience: Level & duration of relevant experience	40
3	Adequacy for the assignment	30

Note-

- All above Key Personnel shall be conversant with English language.
- The Bidders should upload general information on the Organizational set up of the firm, to allow the Employer to review their proposals.
- Total professional experience will start from date of graduation (first degree).
- Relevant experience is the experience in the field as stated against each personnel.
- Adequacy experience is the experience which should be 50% of relevant experience in the field.
- 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.
- Out of Eight (8) key personnel, at least three key personnel should be on permanent pay-roll of the Consultancy firm for the last three (3) years.
- If the staff is a permanent staff, then Form 16 B of the permanent employee or the certificate from HR head of the company is mandatory.

24.0 Post Bid Correspondence

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

The MCGM 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.

25.0 Date of opening and evaluation of financial bids (Packet C)

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

26.0 Rejection of Bid

The bid is liable to be rejected, if the Bidder

- a) Does not submit the proofs of qualification criteria.
- b) Stipulates the validity period less than what is in the bid;
- c) Stipulates his own conditions;
- d) Does not disclose his full name and address with telephone no. and also the full names and addresses with telephone nos. of all his partners in the case of partnership concern.
- e) Does not fill in, sign & upload the Complete Financial Proposal & their Contents as per Section-VII
- 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.

27.0 Payment Terms

The Corporation shall not under any circumstances relax these terms of payment and will not consider any alternative terms of payment. Bidders should therefore, in their own interest note this provision, to avoid rejection of their bids. Currency of Payment shall be Indian Rupees only.

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

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

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

If after award of bid, 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 Dy. Chief Engineer (WSP) M&E-City.

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.

29.0 Tendering under different names:

- a) Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related

to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same Contract.

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

30.0 Stamp Duty, Legal Charges, Bill Forms.

The payments towards legal charges, stamp duty as applicable (on contract agreement & bank guarantees), supply of bill forms as per the prevailing rates shall be borne by successful Bidder. At present the legal & stationary charges are as Rs. 9,770/-.

Stamp Duty: - The successful bidder shall pay the stamp duty on the contract for preparation of the contract agreement. The stamp duty shall be as under:

If the amount of the value set forth in such contract does not exceed Rs. Ten Lakh then, Rs. Five Hundred stamp duty shall be paid by the successful bidder. If contract cost exceed Rs. 10 lakh then, Five hundred rupees plus 0.1% of cost above Rs.10,00,000/- subject to the maximum of Rupees twenty five lakh.

Bank Guarantee: As per article 54 read with 40 (b) of stamp duty act, stamp duty of 0.5% will be applicable to the all bank guarantee submitted also which are required to be renewed after expiry of time period.

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

As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under :

Where the amount or value set forth in such contract does not exceeds Rs. Ten Lakh	Five Hundred rupees stamp duty
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Where it exceeds rupees ten lakh	Five hundred rupees plus one hundred rupees for every Rs.1,00,000/- or part thereof, above rupees ten lakh subject to the maximum of rupees Twenty-five lakh stamp duty.
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- i. The successful bidder shall enter into a contract agreement with M.C.G.M. within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.
- ii. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned Consultant and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.
- iii. All legal charges and incidental expenses in this respect shall be borne and paid by the successful bidder.

31.0 Performance Security

Within 30 days from the receipt of notification of award from MCGM, the successful Bidder shall furnish a performance security amounting to 10% (Ten percent) of contract sum 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 MCGM.

The B.G. shall be initially valid for 7 Months (contract period + 3 months) and is to be extended for further period of 3 months beyond extended contract period. The extension of B.G. shall be done before the expiration of earlier B.G.

32.0 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 State Bank of Hyderabad State Bank of Mysore	State Bank of Patiala State Bank of Saurashtra State Bank of Travancore

Nationalized Banks:	
Andhra Bank Bank of Baroda Bank of India Bank of Maharashtra Central Bank of India Dena Bank Indian Bank Indian Overseas Bank Allahabad 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
Scheduled Commercial Banks:	
Corporation Bank Bank of Madura Ltd. Bank of Rajasthan Ltd. Banaras State Bank Ltd. Bharat Overseas Bank Ltd. Catholic Syrian Bank Ltd. City Union Bank Ltd. Development Credit Bank Dhanalakshmi Bank Ltd Federal Bank Ltd. IndusInd Bank Ltd. I.C.I.C.I. Banking Corporation Ltd. Global Trust Bank Ltd	Jammu and Kashmir Bank Ltd. Karnataka Bank Ltd. KarurVysya Bank Ltd. Lakshmi Vilas Bank Ltd. Nedungadi Bank Ltd. Ratnakar Bank Ltd. Sangali Bank Ltd. South Indian Bank Ltd. S.B.I. Commercial & Int. Bank Ltd. TamilNadu Mercantile Bank United Western 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 New India Bank Co Op bank Ltd Mumbai District Central Co. op. Bank Ltd.	Janata Sahakari Bank Ltd.. 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. YES Bank Ltd.
Foreign Banks	
ABM AMRO (N.Y.) Bank American Express Bank Ltd. ANZ Grindlays Bank Bank of America. Bank of Tokyo Ltd. Bank Indosuez Bank National deParis.	Barclays Bank Citibank Mitsui Taiyokobe Bank Ltd. Standard Chartered Bank Cho Hung Bank Hong Kong & Shanghai Banking Corporation.

33.0 Refund of Performance Guarantee

The performance guarantee shall be returned to the Consultant without any interest when the consultant ceases to be under any obligations under this contract.

34.0 Jurisdiction of Courts

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

35.0 Import License

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

36.0 Payment of Bills & other claims-

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

Consultants shall have weekly off on Sundays and leave on national holidays.

All the other 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 Dy.Ch.E (WSP) M&E-City. Any unauthorized absenteeism of Key staff will attract a penalty of Rs. 5000/- per day.

37.0 Indian Laws and Indian Environment

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

38.0 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 Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

39.0 Price Adjustment

Not Applicable.

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SECTION-IV

General Conditions of Contract

General Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context 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 agreements signed between MCGM 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 Conditions of contract.
- e) "Government" means the State and/or Central Government of the Employer's country.
- f) "Party" means the MCGM or the Consultant, as the case maybe.
- g) "Services" means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Terms of Reference.
- h) "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 3.7 hereinafter.
- i) "Third Party" means any person or entity other than the Government, the MCGM, the Consultant or the Sub-Consultant.
- j) "MCGM" means Municipal Corporation of Greater Mumbai / Municipal Commissioner of Greater Mumbai for the time being holding the office and also his successors, Additional Municipal Commissioner (P)/ Deputy Municipal Commissioner (Special Engineering), Chief Engineer (WSP) and /or their appointed officers for performance of the contract.
- k) "Employer /Client" means MCGM (Municipal Corporation of Greater Mumbai).
- l) "Site" means land or other places where the works are to be executed or other working places as may be specifically designated by MCGM.
- m) "Drawings" means, drawing referred to in the specification and /or any modifications to the drawings, approved by MCGM.
- n) "Works" means, work to be executed in accordance with contract, or part thereof, as case may be and shall also include all extra / additional, alternation / substitution as required for performance of the contract.

- o) The "Contract price" means the sum named in the bid subject to such additions thereto or deduction there from as may be made under the provisions herein after contained.
- p) The "Engineer" of the contract means Chief Engineer (WSP) 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, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- s) "Services" means the work to be performed by the Consultant pursuant to this Contract described in Terms of Reference.
- t) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract for the Feasibility study, detailed design and Supervision during Project Management on the work envisaged.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Headings

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

1.5 Notices

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, telegram or facsimile to such Party.

Client's address for such communication is as below:

Deputy Chief Engineer,
 (Water Supply Project) Mech. & Elect. - City
 Municipal Corporation of Greater Mumbai,
 1st Floor, 5B Store Building,
 Bhandup Complex, Khindipada Road,
 Mulund, Mumbai - 400080.

1.6 Location

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

1.7 Authorized Representatives

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

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

1.8 Income Tax

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

The Contract price is deemed to have included such amounts.

2. 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 (or for a period pertaining to the additional work assigned).

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 fails 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- Not Used.

2.7 Termination

2.7.1 By MCGM

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

- a) if the Consultant fails 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 fails to comply with any final decision reached as a result of amicable settlement pursuant to Clause 9.1 hereof.
- d) if the Consultant submits 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 is unable to perform a material portion of the Services for a period of not less than sixty(60)days
- f) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- g) If the Consultant does not perform its duty as per the terms of reference and does not

deploy the necessary personnel as per terms of reference then Client at its sole discretion shall terminate the Contract without assigning further reasons.

2.7.2 By the Consultant

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

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

2.7.3 Payment upon Termination

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

3. Obligations of the Consultant

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

Personnel and agents of the Consultant and any Sub- Consultant, comply with the Applicable Law. The consultant has to follow CVC guidelines wherever applicable.

3.2 Conflict of Interests

3.2.1 Consultant not to benefit from Commissions, Discounts etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultants' 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 MCGM.

3.4 Liability of the Consultant

The Consultant shall be liable to MCGM for the performance of the Services in accordance with the provisions of this contract and for any loss suffered by the Client 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 MCGM, 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 MCGM, insurance, set forth below, and at the MCGM’s request, shall provide evidence that such insurance has been taken out and maintained and that the current premiums have been paid. The insurance policies are required to be obtained from the Directorate of Insurance, Maharashtra State.

3.6.1 Professional Liability Insurance

Professional liability insurance shall be 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/- 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 MCGM's Prior Approval

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

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

3.8 Reporting Obligations

The Consultant shall submit to the MCGM five (5) copies of Monthly Progress Reports, the format for which shall be given by MCGM.

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

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

3.10 Drawings

The Consultant shall supply to MCGM five (5) hard copies and one copy in a CD in AutoCAD format each drawings for the tender purpose for implementation of scheme as per the Feasibility Study.

The Consultant shall supply to MCGM all the estimates, details of quantities (BOQ), preliminary designs, reports and any other details envisaged under this agreement, including drawings of architectural, structural, hydraulic, electrical, or other services as indicated above for implementing the repair/re-engineering work.

Any extra sets of drawings, if required MCGM shall be supplied at mutually agreed cost. All these drawings will become the property of MCGM. The drawings cannot be issued to any other person, firm or authority or used by the Consultant for any other project. No copies of any drawing or document shall be issued to anyone except MCGM and

authorized representative of MCGM.

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 (personnel capabilities as defined in Clause 12(3) of Section III and 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 as described in the offer.
- b) If additional work is required beyond the scope of the Services specified in Terms of Reference, the estimated periods of engagement of Personnel set forth may be increased by agreement in writing between the MCGM & 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.

4.4 Removals and/or Replacement of Personnel

- a) Except as the MCGM 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 MCGM.
- b) If the MCGM,
 - 1) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - 2) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds there for, 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 MCGM and the consultant shall be vicariously responsible.

Note:- Replacement in agreed key staff, for the first instance, will be permitted without imposition of any penalty. Any change in key personnel, thereafter, will attract a penalty of Rs.2,00,000/-per person per occurrence. However, the bidder has to replace the personnel with equivalent or better qualification and experience. The decision for

replacement shall be with the prior approval of the Employer.

5. Obligations of the Client

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost or reimbursable expenses incurred by the 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 made as applicable.

5.3 Payment

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

6. 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. Any additional work by agreement between MCGM & Consultant, as per clause 4.2(b) shall be paid on the basis of additional man months & other inputs.

The ceiling of contract cost as per approval of competent authority is Rs._____.

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

7.4 Other Taxes

The MCGM shall not reimburse any other taxes & duties, such as customs, excise etc. levied by Govt. and /or any statutory body thereto, on import / export of any documents, instruments, materials going into the project and the bona-fide 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 MCGM on account of such delay, the Consultant shall pay compensation at the rate of ¼ percent per month or part thereof of total fees for that specified activity. Provided always that total amount of such compensation shall not exceed 10% of contract price including any additions &/or deletions thereto. 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. The Consultants will be compensated to the tune of monthly charges on man month basis for the external period.

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 between the parties as to matters arising pursuant to this contract which cannot be settled amicably will be decided by the committee constituted by Addl. Municipal Commissioner (Projects) comprising of the concerned D.M.C., Chief Engineer other than the engineer of the contract and the CA (WSSD). Appeal from the order of the said committee may be referred to the Municipal Commissioner. Thereafter, the Municipal Commissioner shall constitute a committee comprising three AMCs including Addl. M.C. in charge of finance. The decision by this committee shall be final and binding upon both parties and shall be enforceable in any court of competent jurisdiction in Mumbai.

10. Provisional Sum

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

11. Interest on Delayed Payment

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

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

SECTION-V

Terms of Reference

Terms of Reference

1 Background :

The city of Mumbai was originally a cluster of seven islands inhabited by fishermen. Mumbai was ruled by various Hindu dynasties till 1348 when the Muslims took over. In 1534 Mumbai was handed over to the Portuguese who offered the city as dowry to Charles II of England in May 1664. In 1668, the East India Company took over Mumbai and started developing it as a firm base of their commercial activities. Land reclamation was started.

The residents drew water from wells and tanks which were, before long, inadequate for the growing needs. In the absence of Perennial River, harnessing of surface water was the only feasible solution. Search for a suitable site for impounding the monsoon runs-offs was started in 1845. The sites existed far away from the island city and deep into the main land. Right from beginning the piped water supply, impoundage and long conveyance system bringing water by gravity have remained the unique characteristic of Mumbai's water supply. The population continued to grow rapidly, particularly post-Independence in 1947 and necessitated repeated augmentation of water supply.

Mumbai, the capital city of the State of Maharashtra, is also the commercial and financial capital of the country. With a population more than twelve million, it is among the five most populated megacities of the world. The water supply system of Mumbai is unique and complex. The water supply system has grown over the last 150 years and it is amongst the few largest water supply systems of the world.

1.1 Mumbai Water Supply And Sewerage Project(MWSSP)

A huge scarcity of water supply started arising towards the end of 1960s. The rate of growth of the population during the decades of 1950s and 1960s was unprecedented. A Master Plan was, therefore, prepared for integrated development of water supply and sewerage facilities. This project, titled Bombay Water Supply and Sewerage Project was planned to be implemented in three phases. Each of these three phases envisaged additional water supply of 455 MLD, to be drawn from the Bhatsa river. The Government of Maharashtra had constructed a dam across river Bhatsa and release of water downstream was regulated. The above-mentioned project taken up on 1974-75 involved abstraction of water from a small impoundage created by constructing a weir at village Pise, 48 km. downstream of the Bhatsa dam. The project also envisaged construction of pumping, treatment and conveyance facilities at Pise, Panjrapur and Bhandup. The three stages of the project were commissioned in 1981, 1989 and 1997 respectively.

1.2 1910 MLD WTP at Bhandup Complex:

A massive Water Treatment Plant (1910 MLD), with pumping station and Master Balancing Reservoir came up at Bhandup Complex in the year 1980. Bhandup complex was established on the northern edge of the Vihar Lake to provide for a full two stage treatment to 1910 MLD of raw water. Bhandup WTP was the largest treatment plant in Asia at that time.

1910 mld Water Treatment Plant at Bhandup Complex



The complex includes plant for pumping the filtered water to a Master Balancing Reservoir (MBR) of 246 ML capacity. The MBR feeds all the service reservoirs in the city and suburbs by gravity. This 1910 mld plant is situated at Khindipada, Dargah Road, Mulund (W), Mumbai-80. The complex is spread on the land of 350 hectare of area and is a part of Sanjay Gandhi National Park.

The 1910 mld plant has many major structures for carrying out different treatment processes before delivering water to MBR. Since construction & commissioning of plant, no major structural work is carried out. In this connection MCGM had appointed Consultants to study and suggest the remedial measures to these structures. The consultants on comprehensive study, submitted the report enlisting scoring, peeling of cover concrete, leakages and rusting /corrosion of reinforcement at pre-treator /filter area. The Chlorine Contact Tank structure also has not been isolated since commissioning and may have been deteriorated.

MCGM has constructed recently (Year 2012) 900 MLD water treatment plant adjacent to existing 1910 MLD (Year 1980) plant. Flow to both these plants is conveyed through 4000 mm Dia. Pipeline and through saddle tunnel. Flow to existing 1910 MLD plant is partly conveyed through saddle tunnel (@ 600 MLD) and through 4000 mm Dia. Pipeline (@ 1300 MLD).

The 1910 mld WTP is due for re-engineering/reconstruction. MCGM had initially planned for

Consultancy services for the condition assessment, Structural Audit, feasibility study for carrying out Repairs / Rehabilitation of 1910 MLD WTP at Bhandup Complex & 18 MLD Tulsi WTP for design throughput

repairs/re-engineering of Bhandup WTP by phasing a 455 MLD outage for carrying out Pretreater re-engineering & filter repair works. However, as per the constraints of the operations department, it is not possible to give outage of this quantum for a longer period considering the construction period of new clarification units. This would also affect daily output of 1910 MLD water from this plant and in turn would lead to short supply to Mumbai city. Operations department has further clarified that only 100 MLD outage is possible.

1.3 18 MLD Capacity Tulsi WTP

Location Plan of Existing Tulsi WTP.



Photograph of Existing Tulsi WTP.



Consultancy services for the condition assessment, Structural Audit, feasibility study for carrying out Repairs / Rehabilitation of 1910 MLD WTP at Bhandup Complex & 18 MLD Tulsi WTP for design throughput

The Tulsi Water Treatment Plant was commissioned in the year 1985 & since then, it is in continuous (24 x 7) operation for last 34 years. The plant is having capacity of 18 MLD & supplies water to Aarey Colony, Marol Police Line & Bangoda Village. Major plant components are Structures & electromechanical equipments such as pre & post chlorination, PAC dosing system, tube settlers, filters, CCT are the main components of the existing 18 MLD capacity Tulsi Water Treatment Plant. As the existing plant was constructed around 35 years ago and the structures are in continuous contact with PAC & chlorine, deterioration of concrete and reinforcement has taken place.

- 1.4 The instant assignment involves conducting the geo-tech & other surveys, if any, Condition assessment and structural audit of the existing plants, carry out the feasibility study (considering existing works, their inlet lines/ interconnections upto MBRs, hydraulics, space for future projects etc) for both these 1910 mld & 18 mld WTPs, producing Preliminary Engineering designs and cost estimate for the same. Feasibility studies will assess the financial, technical and environmental viability of the scheme. The feasibility studies will consider options for revitalization, and the consultant will elaborate the most feasible option into a Preliminary engineering designs to facilitate preparation of tender documents for the bidding process.

Future projects of water supply augmentation for the city of Mumbai like Gargai, Pinjal, Damanganga etc. envisage construction of new WTPs in the Bhandup complex premises.

FUTURE WATER SUPPLY PROJECTS

Gargai scheme

Source: Gargai river; tributary of Vaitarna river. Location: Ogade, Wada Taluka in Thane District.

System :Gargai waters will be conveyed to Modak-sagar through proposed 2.5 kms long tunnel, then to City through existing conveyance system after being treated, pumped, stored in proposed Water Treatment Plant, Pumping station & MBR at Bhandup Complex. Yield: 440 Mld

Pinjal scheme

Source: Pinjal river; tributary of Vaitarna river.

Location: Khidse, Jawhar Taluka in Thane District.

System: The head-works will be constructed by MCGM/GoM. Further MCGM will convey Pinjal waters, along with diverted Damanganga waters, upto Gundavali through proposed 5500mm diameter- 64 kms long tunnel and then further conveyed upto Bhandup complex by ongoing 14Km-5500mm diameter Gundavali-Bhandup tunnel. This water will be treated, pumped, stored in the proposed Treatment Plant, Pumping Station & MBR respectively, in Bhandup Complex. Yield: 865 MLD

Damanganga Project

The project envisages construction of two dams viz. Bhugad in Nashik district, and Khargihill in Thane district, interconnecting them through 5000mm diameter -17 kms long tunnel and further, connecting to Pinjal reservoir through 5250mm diameter -26 kms long tunnel. The Pinjal dam will be constructed by MCGM/GoM. Further MCGM will convey Pinjal waters, along with 1586 MLD water diverted from Damanganga, through proposed 5500 mm

diameter -64 kms long tunnel upto Gundavali and further convey upto Bhandup complex, through ongoing Gundavali-Bhandup tunnel, where this water will be treated, pumped, stored in proposed Treatment Plant, Pumping Station & MBR at Bhandup Complex.

1.5 Objectives

1910 MLD WTP at Bhandup complex & 18 MLD WTP Tulsi plants are around 40 years old and due for repairs / rehabilitation. As these plants are continuously supplying water to the city of Mumbai, there are constraints for carrying out repairs / rehabilitation without giving outage. The objective of this consultancy is to undertake feasibility studies and prepare a Feasibility Report for the repairs/ rehabilitation of the 1910 MLD WTP at Bhandup Complex and 18 MLD Tulsi WTP and to enable the prospective bidders to assess the MCGM's requirements in a clear and predictable manner with a view to ensuring reliability and security of supply of treated water to Mumbai City through these plants.

The objective of this contract is to appoint the Consultant for conducting,

- a) Condition Assessment study, Structural Audit of the 1910 MLD WTP and 18 MLD Tulsi WTP, including CCTs, Geotechnical Analysis, if any.
- b) Carry out the Technical Feasibility Study for repairs / rehabilitation of the 1910 MLD Bhandup & 18 MLD Tulsi WTP with all practical options without disrupting water supply to the city of Mumbai
- c) Feasibility of erection of additional treatment facility in order to isolate the existing 1910 MLD plant in parts without disrupting supply.
- d) Produce Methodology and Work plan for executing the scheme.
- e) Prepare Drawings, BOQ Estimate and Specifications for (b) above.

The desired objectives of the MCGM 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 considering following broad measures.

1.6 General Scope of Service

The broad scope of consulting services will include, but not necessarily be limited to the following, which will not relieve the Consultant from their obligations to complete the said work.

1.6.1 Engineering surveys, investigations, inventory and condition assessment

The Consultant shall conduct the engineering surveys, investigations, inventory and condition assessment of the existing operation schedules, service levels of water supply and components of the Water Treatment plants at Bhandup Complex and Tulsi i.e. intake, Pre-treaters, Filters, transmission system, Chlorine Contact tank, distribution lines, electro-mechanical and instrumentation equipment etc. including sludge recirculation system.

The Consultant shall undertake the following:

- (a) Survey of existing operation schedules and service levels.
- (b) Topographic, alignment and land use surveys, if any.
- (c) Structural Audit of Plant
- (d) Inventory and condition surveys.

- (e) Energy efficiency studies
- (f) Soil, geotechnical, material, hydrology and drainage surveys, if any.

(a) Study of Existing process, operation schedules and service levels

The Consultant shall compile the available data on the existing operation schedules of all components of WTPs and valves/ isolation gates for each distribution zone, sludge line, backwash line etc. Status of isolation valves/ gates; how each section can be isolated and its implication in terms of short supply. Study the process flow of existing WTP.

(b) Topographic, alignment and land use surveys

The activities and deliverables forming part of the topographic, alignment and land use surveys are described below (see also Attachment A to the TOR):

Topographic and route survey (Including the transmission and transfer mains of drinking water supply for each pipeline in the Project Area) of the existing and proposed locations for water treatment plants, storage reservoirs, pumping stations, etc. in sufficient detail, covering structures, drains, service roads, trees, utilities and safety devices etc, to enable the Bidders to undertake the final and detailed alignment surveys, determining water treatment plant(s) site(s), storage reservoir sites, pumping stations sites, etc. (with a brief description) shall also be prepared and included in the Feasibility Report.

(c) Structural Audit of Plant

The consulting engineer shall be required to provide the consultancy services for the project in the area described herein below.

- Study and examine structural drawings furnished by the corporation of the building in question to be examined by him in order to ascertain the extent and details of further surveys and investigations required.
- Carrying out structural survey of the building with the help of N.D. test and semi destructive test (core test) and any other test necessary and submit the technical report/ documentation along with colored photographs.
- Based on these surveys and investigations, prepare preliminary design (functional and structural) of the building to identify the nature of defects.
- Study and advice repair/retrofitting methodology required for the structure.
- Prepare a design plan for the propping system to be provided to ensure structural safety and also advice whether building/structure is required to be immediately vacated wholly or partly etc.
- Prepare a structural design of building and submitting structural Calculations, Computer software inputs, output, structural drawings on Tracing films and prints of drawing.
- Prepared detailed bill of quantities, specifications, and special conditions of the contract and define design criteria to be observed and adhered to by prospective tenders wishing to offer alternative system for repairs. The above documents and preliminary designs shall be prepared in sufficient details with stipulated timeline to

enable the Corporation to invite competitive tenders for the projects.

- Structural Engineer shall visit to worksite as per the requirement or when specifically called to acquaint himself with the technical performance and progress of the work. He shall also visit the site to resolve any technical difficulties experienced in the execution at work site. The consultant will give instructions in writing as per Proforma during site visit and will review its implementation/execution with necessary comments during subsequent visits.

A special mention has to be made here that in addition to the above the following two visits of the Consulting engineers are to be made (1) after completion of the work carrying out N.D. test and other necessary tests at random to see the work has been properly completed in all respects. (2) one visit after the expiry of the defect liability period as specified in the tender.

- To submit the structural stability report of the building on completion of the project.
- To advice on structural stability of any type of building and on designed life/ balance designed life of building after carrying out of repair.
- The bidder should note that isolation of some water retaining structures is not possible being functional for 24 X 7.

(d) Inventory and condition surveys

The activities and Deliverables forming part of the inventory and condition assessment are described below.

For some of the components of the water treatment plant are attached herewith as below. The Consultants shall review these formats and suitably modify them, if required, with the approval of the Authority.

- (i) Proforma“B1”: Asset Inventory and Condition Assessment of Water Treatment Plant(s)
- (ii) Proforma“B2”: Asset Inventory and Condition Assessment of Chlorine contact tank
- (iii) Proforma“B3”: Asset Inventory and Condition Assessment of Buildings
- (iv) Proforma“B4”: Documentation of Civil Structures
- (v) Proforma“C1”: Inventory of Electro-mechanical and Instrumentation Equipment
- (vi) Proforma“C2”: Condition Assessment of Electro-mechanical and Instrumentation Equipment
- (vii) Proforma“C3”: Documentation of Electro-mechanical and Instrumentation Equipment
- (viii) Proforma“D”: Inventory and Condition Assessment of Pipelines and

Valves

(ix) Proforma "F": Energy Efficiency of Pumping/Lift Equipment

The Consultant shall prepare an inventory of the Treatment plants i.e. intake, pre-treators, Filtration units, transmission system, Chlorine contact tank reservoirs, distribution lines, electro-mechanical and instrumentation equipment, buildings and other water supply infrastructure.

This inventory shall also be marked on the topographical maps and suitably interlinked with the entity representing it on the drawings through a unique identification scheme.

The Consultant shall assess the condition of pipelines, separately for different sizes of pipelines, along identified stretches through physical inspection and non-destructive techniques for ascertaining their maintenance requirements and balance life. For this purpose, the Consultant shall use at least the following representative sample:

	Size of Pipeline (diameter in mm)	Representative Interval (Mtr)
(i)	Upto and including 200	10
(ii)	Greater than 200 and upto and including 400	5
(iii)	Greater than 400 and upto and including 600	3
(iv)	Greater than 600	2

The surface of pipes and joints shall be thoroughly cleaned and inspected for any structural defects, potholes, and surface corrosion. The hydraulic efficiencies of such pipeline stretches shall be checked from flow and pressure measurements, where possible, and by physical/ visual inspection of the internal surface of pipes.

The Consultant shall assess the condition of all electro-mechanical and instrumentation equipment through visual inspection, review of logbooks and repair records, discussions with operators, past performance data and other suitable testing methods.

The Consultant shall assess the condition of Chlorine Contact tank reservoir through visual inspection of all its structures and assess their structural strength through non-destructive techniques. The Consultant shall estimate leakages in all water retaining structures to determine their water tightness. The Consultant shall also check the condition of all ancillaries, such as float valves, stairs and ladders, ventilators, valves, manhole covers etc.

The Consultant shall assess the condition of water treatment plants for structural defects, hydraulic efficiencies etc. The Consultant shall determine their backwash frequency, overall loss of water in backwash and sludge bleeding by review of log books as well as physical examination of the raw water inflows and clear water outflows.

The Consultant shall assess the condition of offices and buildings by comprehensive structural audit.

The Consultant shall identify, list and describe all components of the water supply infrastructure that require repair, refurbishment and/or replacement.

(e) Energy efficiency studies

The Consultant shall determine the energy efficiency of all mechanical, electrical and instrumentation equipment through physical inspection, past operational parameters and discussions with operating staff. The Consultant shall carry out energy efficiency studies for all mechanical, electrical and instrumentation equipment.

A representative format for checking the energy efficiency of pumping/ lift equipment is attached herewith at Proforma "F"

The Consultants shall review this format and suitably modify it, if required, with the approval of the Authority.

(f) Soil, geotechnical, material, hydrology and drainage surveys

The activities and deliverables forming part of the soil, geotechnical, material, hydrology and drainage surveys are described below:

- (a) The Consultant shall determine the characteristics of the soil strata in excavations for at least 5 (five) locations, to be distributed uniformly in the Project Area with the prior approval of the Authority, for providing a representative analysis of the soil strata for laying of the water/ sewer lines and for the foundations of various / proposed structures. The bore/ open excavation pit depth shall be at least upto the invert level of the water pipeline/ sewer plus 30 cms. For locations of new assets such as water treatment plants, sewage treatment plants, tertiary treatment plants, storage reservoirs, pumping stations, lift stations, etc bore holes/ pits shall be made up to suitable foundation level for each site. Consultant shall ensure the proper reinstating the bore holes/ pits with appropriate material after completion of analysis. Consultant shall quote their price accordingly.
- (b) The Consultant shall collect and analyse preliminary hydraulic data such as design discharge, high flood level, low water level, etc. for all drainage features such as rivers, drains, nallahs, ponds, lakes etc. at cross drainage works of pipelines and sewers.
- (c) The Consultant shall also conduct a soil resistivity survey for at least 5 (five) locations, to be distributed uniformly in the Project Area with the prior approval of the Authority, for providing a representative analysis of soil resistivity along the routes of the proposed transmission mains, transfer pipelines and trunks and sewage outfalls as relevant for drinking water and recycled water.

1.6.2 The Consultant shall provide a report on the soil strata and soil resistivity along the *Consultancy services for the condition assessment, Structural Audit, feasibility study for carrying out Repairs / Rehabilitation of 1910 MLD WTP at Bhandup Complex & 18 MLD Tulsi WTP for design throughput*

alignment of proposed transmission mains, other new pipelines and sewers. The Feasibility Report shall include a broad assessment of the drainage condition and the requirements of the Project Area.

Indicative designs and layout plans for rehabilitation scheme and repairs of existing 1910 MLD and 18 MLD capacity Water treatment plants at Bhandup Complex and Tulsi respectively

Based on the capacity sizing of the components of the water treatment plants and determinations on the locations of pumping stations, effluent disposal sites etc, the Consultant shall develop indicative designs, methodology, work plan and layout plans for the rehabilitation scheme of water treatment plants. At the draft stage, the Consultant shall provide at least 2 alternatives, along with the recommendations on the optimal option, for treatment processes as well as their techno-economic comparisons following consultations with the operation department, the Consultant shall include the preferred option in the Feasibility Report.

The Consultant will draw up a conceptual plan for master control/SCADA for automation and control of water supply of Project Area.

The Feasibility report shall also include recommendation on additional treatment facility in order to isolate the existing 1910 MLD plant in parts without disrupting supply.

The Consultant shall develop the conceptual layout plans of the new project campuses, general arrangement drawings, process and instrumentation diagrams, hydraulic diagrams etc for all project facilities. In all the proposed indicative designs and layout plans, the Consultant shall ensure integration and co-ordination with the existing WTPs. The Consultants shall also prepare Single Line Diagrams (SLDs) for existing and proposed electric installations.

1.6.3 Project Cost

The Consultant shall work out indicative BOQ of various components and prepare rough cost estimates of the Project with a break-up of costs for each component separately. To the rehabilitation cost of existing assets and the construction cost so arrived at, the Consultant may add 10% (ten per cent) thereof as a lump sum provision for physical and price contingencies. Detailed financial analysis is not required to be undertaken by the Consultant. However, the Consultant shall provide the estimated construction costs, cost comparison analysis of the recommendations as well.

1.6.4 Preparation of BOQ, drawings, Standards and Specifications

The Consultants shall prepare BOQ, drawings of the most feasible scheme and also prepare the draft Standards and Specifications for Works that would govern the construction and operation of the Project by the Contractor.

1.7 DELIVERABLES

The Consultant shall deliver the following deliverables (the “**Deliverables**”), separately for Both WTPs, during the course of this Consultancy. The Deliverables shall be so drafted that they could be given to the prospective bidders for guidance in preparation of their bids. Ten hard copies and two soft copies in CDs of all the final reports, drawings, etc. shall be submitted to the MCGM. For draft reports only five hard copies and one soft copy in CD shall be submitted to the Authority. The size of drawings shall be A-3 and A-0 (as per requirement). The Authority shall provide comments on the draft of each of the following deliverables within 15 (fifteen) days prior to its finalisation by the Consultant.

A. Inception Report

On commencement of the Consultancy, the Consultant shall submit an Inception Report. The Inception Report shall include the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and the Work Plan. The Inception Report shall also include the Consultant’s proposal regarding the water treatment plants under consideration from the existing and additional sources of water and wastewater disposal sites.

B. Report on options for rehabilitation of the water treatment plant

Based on the engineering surveys, investigations, inventory and condition assessments of the existing water supply and waste water infrastructure under Clause 1.6.1 above, the Consultant shall submit a Report, which shall include identification of hydraulic and physical deficiencies as well as the requirements for rehabilitation or replacement of existing equipments and/or construction of new infrastructure for water supply, backwash water collection and treatment, and recycled water supply systems in the Project Area.

The Consultant shall finalise the phased development of the proposed infrastructure based on the assessments under Clauses 1.6.2 above after taking into account the comments of the Authority on the draft Report. The hydraulic designs of the Project and the indicative designs, location and layout plans of the proposed rehabilitation of the water treatment and waste water systems as well as of the development of the recycled water supply system shall be included in this Report.

C. Feasibility Study Report

The outputs of the full feasibility analysis should be drawn together into feasibility Study Report (FSR), which provides the business case

The FSR summarises the results of the project feasibility analysis and due diligence. It provides all the information that will be needed for a decision by the appraisal and clearance committees.

The FSR should include Support and justification for the project– Results of the feasibility study providing justification for the investment:

- Need for the project – gaps identified in the market analysis that would be filled by the project, policy objectives met by the project, alternatives considered
- Description of the project, including definition of services / outputs it would provide, location, target user group, technologies to be employed, agencies involved and their responsibilities, project timeline, etc
- Social and environmental assessments and planned impact mitigations
- Technical description of infrastructure additions required for the project

The Feasibility Report of the Project shall include the following:

(1) Relevant drawings

- (a) An Index Plan of the existing and proposed systems for drinking water supply, recycled water and waste water collection & disposal under the Project;
- (b) Plans, L-sections, and typical cross-sections showing the existing features along the alignments of water pipelines and sludge line etc. Plans shall show the location of the facility with reference to permanent structures along with carriageway, structures, drains, service roads, utilities.

(2) Investigation Reports

- (a) Inventory and condition assessments of water treatment plant systems (Refer Clause 1.6.1.d).
- (b) Energy efficiency studies (Refer Clause 1.6.1.e).
- (c) Soil, geotechnical, material, hydrology and drainage surveys (Refer Clause 1.6.1.f).

(3) Hydraulic designs and Indicative designs, Location and Layout Plans

- (a) Indicative designs, location and layout plans of the Project, consistent with the existing facility and the additional requirements if any.
- (b) Preliminary designs for new infrastructure required for carrying out the work.
- (c) Options for replacement of existing infrastructure by new structures together with preliminary design.
- (d) Preliminary layouts of pumping stations, reservoirs, treatment plants, etc

(4) Preliminary costing

- (a) Indicative BOQ.
- (b) Preliminary cost estimates for rehabilitation of existing infrastructure and construction of new Project facilities.
- (c) Total Project Cost (Refer Clause 1.6.3).

(5) Implementation schedule

- (a) Construction periods, for each phase of development.

D. Manuals of Standards and Specifications

The Consultant shall submit drafts of the Manuals on Standards and Specifications for Civil and Electro mechanical & Instrumentation Works under this Project (Refer Clause 1.6.4)

1.8 TIME AND PAYMENT SCHEDULE

The total duration for preparation of the Feasibility Report and Schedules to the Concession Agreement shall be 4 Months, including the time taken by the MCGM in providing the requisite documents or in conveying its comments on the Draft Feasibility Report. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed. The man-days required for the intermittent services shall be provided by the Consultant as per the Agreement.

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

Milestone	Description of Deliverables	Week No.	Payment
1	Inception Report	2	10%
2	Submission of, Structural Audit Report and Condition Assessment Report for Civil, Electromechanical & Instrumentation works	10	30%
3	Report on options for Repairs/ rehabilitation of the Water treatment plants	12	10%
4	Draft Feasibility Report including methodology and work plan	14	20%
5	Drawings, BOQ estimate and Specifications for components of Water treatment system	16	20%
6	Final Feasibility Report	16	10%
	Total		100%

The weightage for 1910 MLD Bhandup and 18 MLD Tulsi WTP would be 85:15. Further breakup of payment will be made with the approval of Chief Engineer (WSP).

1.9 Amount to be kept in deposit for non- achievement of Milestone.

If the mile-stone prescribed is not achieved, then 0.5% of Contract Price shall be kept on hold till achievement of the milestone & shall be released on achievement of particular milestone.

1.10 Deployment of required Manpower & penalty for absentee.

The Consultant shall provide key staff and support staff with desired technical qualification/personnel capabilities as mentioned in the Tender document. Replacement of staff shall not be done without prior permission of MCGM. Non availability of staff for discussions/ meetings will attract penalty as per below table.

Sr. No.	Qualification	Rate of Recovery per occurrence in Rs.
1	Project Manager	10000/-
2	Design Engineer –Civil	5000/-
3	Design Engineer- M&E Instrumentation	5000/-
4	Process Engineer	5000/-
5	Structural Engineer	5000/-
6	Geotechnical Expert	5000/-
7	Surveyor	4000/-
8	CAD Operator	4000/-

Note:

- i. The cost quoted for all Key persons 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 the overall cost.

Attachment A to the TOR**Guidelines for Field Surveys, including Topographic, Alignment and Land Use Surveys***(Refer Clause 1.6.1)*

1. The field surveys would be sufficiently detailed to meet the following objectives:
 - (i) Preliminary layout of intake, components of water treatment plants, Chlorine contact tank, pumping stations, storage reservoirs, underground utilities etc.
 - (ii) Plans for shifting and relocation of utilities.
 - (iii) Plans for implementing future WTP & other projects at Bhandup Complex.

2. The field surveys shall be carried out using high precision instruments, i.e. total stations, auto-level etc and would cover the following activities:
 - (i) Running a continuous open traverse along the existing and proposed pipeline alignments.
 - (ii) Collection of details for all features such as structures, utilities, existing roads, electric (both overhead as well as underground), trees, etc. falling within the extent of surveys.

3. The width of survey corridor shall be as under:
 - (i) The topographic surveys shall cover sufficient width on both sides of Existing water treatment facilities.
 - (ii) In case need for bypassing the existing plant component is felt and the feasibility study for the bypass is included in the TOR, preliminary survey would be carried out along the possible alignments in order to identify and select the most suitable alignments for the transmission mains. The final alignment shall be got approved by the Authority. Further surveys shall be carried out along the final alignment.

4. The important features of the survey conducted and the reference points taken in consideration like GPS bench mark, temporary and permanent bench marks, etc. shall be listed in appropriate formats.

5. The topographical, alignment and land use surveys shall include the following:
 - (i) Based on the full set of topographical maps of the National Remote Sensing Agency (the “**NRSA**”) of minimum resolution corresponding to 1:25,000 scale) and any Survey of India topographical maps, and the field surveys on alignments of the pipelines, the technical feasibility of the proposed water supply and sewerage system routes shall be verified through physical visits (e.g. driving and walking) of

the entire length. The definition of the system routes must be accurate enough to allow estimation of construction costs compatible with the needs of financial analysis. The three co-ordinates (latitude, longitude, altitude) of all major features (intake, intermediate pumping stations, turning points, river and mountain crossings, and similar) shall be determined with latest details/ features upto 0.5 km. on both sides of selected routes" alignment. The Consultant shall procure all the maps for the system routes; and

- (ii) the determination of the optimal Right-of-Way (the "RoW") requirements from technical, legal, economic, environmental and social perspectives.

Proforma B1 to the TOR**Asset Inventory and Condition Assessment of Water Treatment Plant(s)***(Refer Clause 1.6.1)*

- (a) Location
- (b) Capacity (million litres per day)
- (c) Filtration Loss (%)
- (d) Frequency of back wash (hrs.)
- (e) Unit wise present condition:

S. No.	Unit	Cracks in Concrete	Rusting in Reinforcements	Leakages	Others (Specify)
1	Inlet Channel				
2	Flash Mixer				
3	Clariflocculator				
4	Filter units				
5	Chemical storage buildings				
6	Other buildings				
7	General remarks				

Proforma B2 to the TOR**Asset Inventory and Condition Assessment of CCT Reservoirs***(Refer Clause 1.6.1)***(A) Chlorine contact tank**

B.1 Location

B.2 Capacity (kilolitres)

B.3 Component condition:

S. No.	Component	Crack in Concrete	Reinforcement Rusting	Leakages	Others (Specify)
1	Ventilator mesh	NA	NA	NA	
2	Top dome / flat roof			NA	
3	Top ring beam				
4	Columns				
5	Vertical wall				
6	Base slab				
7	CI pipes	NA	NA		

Proforma B3 to the TOR

Asset Inventory and Condition Assessment of Buildings
(Refer Clause 1.6.1)

(A) Buildings

- A.1 Location
A.2 Type of Buildings
A.3 Component Condition:

S. No.	Components	Cracks	Leakages	Plastering	Other Defects(Specify)
1.	Roof				
2.	Walls				
3.	Columns / Beams				
4.	Floors		N.A.	N.A.	
5.	Doors		N.A.	N.A.	
6.	Windows				
7.	Electric fittings				
8.	Joinery				
9.	Foundation				

(B) Pump Houses / Clarifier Units / Filter Units

- B.1 Location
B.2 Component Condition:

S. No.	Components	Cracks	Leakages	Plastering	Other Defects (Specify)
1.	Roof				
2.	Walls				
3.	Columns / Beams				
4.	Floors		N.A.		
5.	Doors		N.A.		
6.	Windows				
7.	Electric fittings				
8.	Joinery				
9.	Foundation				
10.	Hoist crane				
11.	Pump Foundation				
12.	Drainage System				

(C) Campus

- C.1 Location
C.2 Area (sq. Meters)
C.3 Component Condition:

S.No.	Component	Broken	Non-functional	Other Defects (Specify)
1.	Approach road			
2.	Boundary walls			
3.	Lighting			
4.	Drainage System			

Proforma B4 to the TOR**Documentation of Civil Structures**

(Refer Clause 1.6.1)

The Consultant shall submit the following documents of the civil structures in the scale of 1:50 for structural and 1:100 for General Arrangements, or an appropriate scale finalized with the prior approval of the Authority and plotted on A0 size paper with soft copy in AutoCAD.

(A) Clarifier / Filter Plants

1. General Arrangement drawings showing layout and levels of each clarifier / filter plant.
2. Pump and installation drawings.

(B) Chlorine contact tank

1. General Arrangement drawings showing inlets and outlets and overflows, with markings of Top Water Level (TWL) and Lower Water Level (LWL).
2. Structural Drawings/ Completion drawings

(C) Office Buildings and Campuses

Layout plans, Elevations, and Sectional Elevations

Proforma C1 to the TOR

Inventory of Electro-Mechanical and Instrumentation Equipment
(Refer Clause 1.6.1)

(A) Mechanical

1. Record Name Plate Details of all Pumps / Air Blowers / Air Compressors
2. Record name plate details of all Motors
3. Record sizes and PN rating and Make of such Valves
4. Record sizes and PN rating and Make of delivery Valves
5. Record sizes and PN rating and Make of sectionalizing Valves
6. Record size of NRV
7. Record size, type, make and model of flow meters
8. Record details of all surge equipments
9. Record details of raw water flow meter and loss of head gauge

(B) Electrical

1. Record name plate details of transformer
2. Record switchgear details of High Tension (HT) system
3. Record protection details on HT system
4. Record cable details on HT system
5. Record cable details of Low Tension (LT) system
6. Record control and instrumentation cable details
7. Record switchgear details of main LT Panel
8. Record details of Earthing system

(C) Instrumentation

1. Record details of pressure sensor/gauges
2. Record details of level sensors/ gauges
3. Record details of Full bore and electromagnetic meters
4. Record details of ultrasonic full bore meters

(D) Filter Plant Equipments

1. Record details of Alum and line mixing and dosing equipment
 2. Record details of pre and post chlorination equipment
 3. Record details of flocculation equipment
 4. Record details of clarifying mechanism
- Record details of all valves and tripping

Proforma C2 to the TOR**Condition Assessment of Electro-Mechanical and Instrumentation Equipment***(Refer Clause 1.6.1)***(A) Mechanical**

1. Condition of each pump / Air Blowers/ Air Compressors:
Noise level:
Vibration level:
Operating parameters with duty point:
2. Condition of pipeline:
3. Condition of all valves / gates:
4. Condition of all Non-Return Valve(s) (NRVs):
5. Sizes of all pipelines:
6. Is the surge equipment is working?
7. Number of years of service of equipment / useful life left / need for replacement :

(B) Electrical

1. Condition of transformer:
 - a) Insulation level of High Tension(HT) to Earth, High Voltage to Low Voltage:
 - b) Oil Break Down Voltage:
 - c) Connection of protection equipments:
2. Insulation level of HT system:
3. Earthing resistance and resistance of earthing conductor:
4. Insulation level of Low Tension (LT) / High tension (HT) cables:
5. Insulation level of all motors:
6. Insulation level of all panels:
7. Signs of overheating, loose connections:
8. Operating temperatures of important electrical equipments such as transformer, motors, cable ends:
9. Number of years of service of equipment / useful life left / need for replacement :

(C) Instrumentation

1. Calibration of all instruments: Yes / No.
 - a) Flow meters
 - b) Pressure sensors
 - c) Levels and other sensors
2. Proper Functioning of clarifier / filter plant instrumentation:
Number of years of service of equipment / useful life left / need for replacement :

Proforma C3 to the TOR**Documentation of Electro-Mechanical and Instrumentation Equipment***(Refer Clause 1.6.1)*

1. Prepare P&I diagram of total system pumping station and water treatment plants giving details for the following:
 - Pumps/Air Blowers / Air Compressors (Flow and Head)
 - Motors (KW)
 - Pipes (Sizes)
 - Valves (Sizes)
 - Instruments (Locations)

2. Prepare single line diagram of total system giving details of the following:
 - HT system
 - Transformer (Details)
 - Cable (Details on HT and LT system)
 - Switchgear (Details)
 - Motor Protection (Details)

3. Prepare physical layout plan of the total system giving details about construction of pump houses, water treatment Plants and campus; layout of pumping machinery and layout of piping.

4. Prepare sectional deviations giving various levels

5. Photography: on DVD for all major equipments and layouts

6. Videography: on DVD for all operating machinery and layouts

Proforma D to the TOR**Inventory and Condition Assessment of Pipelines and Valves***(Refer Clause 1.6.1)***(A) Pipelines**

S. No.	Pipeline	From Node	To Node	Length (mts.)	Diameter	Material	Laying Year	Surface Smoothness	External Corrosion	Leakage in Joints
1.										
2.										
3.										
4.										
5.										
6.										
7.										

(B) Valves

S. No.	Type	Size	Rating	Location/ Pipe ID	Normal / Closed Operation	Condition
1						
2						
3						
4						
5						

Note: Condition assessment of at least 5% valves shall be done for water tightness by physical observation

Proforma F to the TOR**Energy Efficiency of Pumping/Lift Equipment***(Refer Clause 1.6.1)*

1. Obtain Log Books of past observations and analyse Log of :
 - a) Flow
 - b) Pressure
 - c) Operation of Pumps
 - d) Maintenance of Machinery

2. Obtain electricity bills and correlate consumption data with production
 - (A) Measures of Efficiency
 1. Measure flow of individual pump/flow over a defined period
 2. Measure corresponding pressure/effective head on pump
 3. Measure corresponding power parameters/consumption over a defined period
 4. Work out present day operating efficiency of each pump

 - (B) Suggested Instruments to be employed
 1. Ultra Flow Meter
 2. Pressure Sensor and Recorder
 3. Power Monitor and Recorder
 4. Sound Meter
 5. Vibration Meter
 6. Infrared Temperature Sensor
 7. Milli OHM Meter
 8. Digital Earth Tester
 9. Insulation Tester 2.5kv and 1kvs

SECTION-VI
Technical Proposals
-Standard Forms

Form of Technical Bid Submission

To,

Office of the Deputy Chief Engineer,
 (Water Supply Project) Mech. & Elect. - City
 Municipal Corporation of Greater Mumbai,
 1ST Floor, 5B Store Building,
 Bhandup Complex, Khindipada Road, Mulund,
 Mumbai – 400080.

Sir,

1. I/We have read and examined the following documents relating to work of “Consultancy services for the condition assessment, structural Audit, Feasibility study for carrying out repairs/ Rehabilitation of 1910 MLD WTP at Bhandup Complex and 18 MLD WTP at Tulsi, for design throughput.”
 - i. The tender notice
 - ii. The said Tender
 - iii. Instructions to Bidders
 - 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 for Performance security.
 - ix. Form FIN-1 to FIN3.
 - x. Drawings, if any
 - xi. Pre bid Minutes
 - xii. Addendum, Corrigendum, if any.

I/We

(full name in capital letters starting with surname), the proprietor/managing partner/Managing Director/Holder of the business for the establishment/firm/registered company named herein below do hereby offer to carry out the work of “Consultancy services for the condition assessment, structural Audit, Feasibility study for carrying out repairs/ Rehabilitation of 1910

MLD WTP at Bhandup Complex and 18 MLD WTP at Tulsi for design throughput” 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 Pre-award works and 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. -----, I/We have paid the amount as specified in Instructions to Consultant to Municipal Corporation of Greater Mumbai.
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/We have filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this tender.
7. I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us that any information given by me/us in this tender is false or incorrect I/We shall compensate the Municipal Corporation of Greater Mumbai for any such losses or inconvenience caused to the Corporation in any manner and will not resist any claim for such compensation to any ground whatsoever.
8. I/We agree to undertake that I/We shall not claim in such case any amount by way of

damage or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation.

9. I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

Full name and address with Telephone nos. if any

Yours faithfully,

Signature of authorized signatory

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

Annual Turnover Form

Annual Turnover			
Sr. No.	Financial Year	Annual Turnover of Consultancy Work (Amount and Currency)	Equivalent in INDIAN Rupees
1.	2019 -20		
2.	2018 -19		
3.	2017 -18		
4.	2016 -17		
5.	2015 -16		

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):

Director DIN number:

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

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

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

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

Signature of authorized signatory

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

A brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company.
2. Include an organizational chart, a list of Board of Directors, and beneficial ownership.

B - Consultant's Experience

3. List only previous similar assignments successfully completed in the last 15 years.
4. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the JV partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or Sub-Consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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 Recycle/ Treatment 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					

Signature of authorized signatory

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

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

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

A) Technical Approach and Methodology:

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

B) Work Plan:

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

C) Organization and Staffing:

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

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

1. General

Position Title and No.	[e.g., Project Manager [Note: Only one candidate shall be nominated to each position.]
Name of Key Expert	[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/ INR equivalent)	Cost of Non performing contract in RUPEES
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute]	[insert amount]	

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

Signature of authorized signatory

Undertaking cum Indemnity Bond

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

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

- 1) I declared that I have submitted certificates as required to Executive Engineer (Monitoring) at the time of registration of my firm/company _____ and here is no change in the contents of the certificates that are submitted at the time of registrations.
- 2) I declare that I _____ in Capacity as Manager / Director / Partners / Proprietors 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.
- 3) I declare that , I have perused and examined the tender document including addendum, conditions of contract, specification, drawings, bill of quantity etc. forming part of tender and accordingly , I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.
- 4) I also declare that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, MCGM is entitled to carry out the work allotted to me by any other means at any risk and cost, at any stage of the contract.
- 5) I also declare that I will not claim any change / damages /compensation for non- availability of site for the contract work at anytime.
- 6) I Indemnify Municipal Commissioner and the other officers of MCGM 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 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 MCGM.
- 7) The Undertaking-cum-Indemnity Bond is binding upon us/our heirs, executors, administrators and assigns and/or successor and assigns.

Dated ____ day of 2021.

Indemnified by me,

Directors / POA holder

(Seal of Firm/Co.)

Before me

Advocate

Note: In case the firm qualifies on the basis of credentials of the Parent Company, then the Indemnity Bond is to be signed by the Parent Company.

Form TECH-8: Work Schedule

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

SECTION-VII
Financial Proposals
-Standard Forms

Form FIN-1: Financial Proposal Submission Form

To:

Office of the,

Deputy Chief Engineer,
 (Water Supply Project) Mech. & Elect. - City
 Municipal Corporation of Greater Mumbai,
 1st Floor, 5B Store Building,
 Bhandup Complex, Khindipada Road, Mulund,
 Mumbai – 400080.

Subject: “Consultancy services for the condition assessment, structural Audit, Feasibility study for carrying out repairs/ Rehabilitation of 1910 MLD WTP at Bhandup Complex and 18 MLD WTP at Tulsi for design throughput.”

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. 180days.

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.)

Item	Total Cost in INR (Amount in words)	Total Cost in INR (Amount in figures)
Consultancy services for the condition assessment, structural Audit, Feasibility study for carrying out repairs/ Rehabilitation of 1910 MLD WTP at Bhandup Complex and 18 MLD WTP at Tulsi, for design throughput		

NOTE:

1. The cost of the financial proposal should match with the break-up of the costs given as per Form FIN 3.
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 cost shall be inclusive of all the taxes, if any.

Form FIN 3: Breakdown of Consultancy cost
Remuneration of Key Staff, Support Staff & Other Misc. expenses
(To be uploaded in Folder-C)

Name	Position	Staff-month Rate	Input (Staff Months)	Amount (In INR)
A) Remuneration				
1. Key Staff				
2. Support Staff				
Total of A				
B) Misc. Expenses (Local & international travel, per diem, transportation, report printing, communication, office cost, software's, surveys, income tax etc.)				
Description		Quantity	Unit cost	Amount (In INR)
Local & International travel				
Per diem allowances				
Drafting, reproduction of reports				
Local transportation costs				
Use of computers, software				
Office rent, clerical assistance				
Communication costs				
Insurances (e.g., professional liability, motor vehicle, etc)				
Financing Cost such as Bank Guarantee, stamp duty etc				
Income tax on the assignment				
Total of B				
Total A+B				

- Note: 1. All other expenses for the Consultancy are assumed to be included in above cost.
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. Remuneration costs of Key, non-Key & other support staff shall include their personal income tax
4. Delete items that are not applicable or add other items.

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/ Quotation_____Dated_____D.M.C. (Special Engg.)'s_ sanction/ Standing Committee Resolution No._____Contract _____ for "Consultancy services for the condition assessment, structural Audit, Feasibility study for carrying out repairs/ Rehabilitation of 1910 MLD WTP at Bhandup Complex and 18 MLD WTP at Tulsi, for design throughput".

This agreement made this day of _____ between inhabitants of _____ carrying on business at _____ in under the style and name of Messrs. _____ (Hereinafter called "the Consultant") of the one part and

Shri. _____ 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 Municipal Corporation of Greater Mumbai (hereinafter called "the Corporation") of the third part.

WHEREAS the Consultant has tendered for the works described above and his offer has been accepted by the Commissioner (with the approval of the Standing Committee of the Corporation.)

NOW THIS AGREEMENT WITNESSES as follows:-

- 1) In this agreement words expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract for works hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - i. The tender notice
 - ii. The said Tender
 - iii. Instructions toe-Bidders
 - 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. Forms 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 Consultants do hereby covenant with the Commissioner to carry out the work of _____ in conformity in all respects with the provisions of the contract.

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

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

Consultants _____ in the presence of & style of Trading
under the name _____

Consultant's Full name:

Address:

Signed by Dy. Municipal Commissioner (Special Engineering) _____ in the presence of
Dy. Municipal Commissioner (Special Engineering) _____

The common seal of the Municipal Corporation of Greater Mumbai was hereunto affixed on the date _____ 2021 in the presence of two members of the Standing Committee of the Corporation and in the presence of the Municipal Secretary

1) _____ 2. _____

2) _____ 2. _____

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

Appendix-B: Performance Bank Guarantee

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

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT /PERFORMANCE GUARANTEE

THIS INDENTURE made this _____ day of _____ BETWEEN
 THE _____ BANK incorporated under the English/Indian Companies Acts and
 carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be
 deemed to include its successors and assigns) of the first part

 inhabitants carrying on business at _____ in Mumbai under the
 style and name of Messer's _____ (hereinafter referred to as 'the consultant') of
 the second part Shri. _____

THE MUNICIPAL COMMISSIONER FOR GREATER MUMBAI (hereinafter referred to as 'the
 commissioner' which expression shall be deemed, also to include his successor or successors
 for the time being in the said office of Municipal Commissioner) of the third part and THE
 MUNICIPAL CORPORATION OF GREATER MUMBAI (hereinafter referred to as 'the
 Corporation') of the fourth part WHEREAS the consultants have submitted to the Commissioner
 tender for the execution of the work of
 " _____ and the terms of such
 tender /contract require that the consultants shall deposit with the Commissioner as/contract
 deposit/ earnest money and /or the security a sum of Rs. _____ (Rupees
 _____) AND WHEREAS if and when any such tender is accepted by the
 Commissioner, the contract to be entered into in furtherance thereof by the consultants will
 provide that such deposit shall remain with and be appropriated by the Commissioner towards
 the Security deposit to be taken under the contract and be redeemable by the consultants, if they
 shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy
 all claims properly chargeable against them there under AND WHEREAS the consultants are
 constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants,
 the Bank with the consent and concurrence of the consultants has requested the Commissioner
 to accept the undertaking of the Bank hereinafter contained, in place of the contractors
 depositing with the Commissioner the said sum as earnest money and /or security as aforesaid
 AND WHEREAS accordingly the Commissioner has agreed to accept such undertaking NOW
 THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the
 request of the consultants (hereby testified) UNDERTAKES WITH the commissioner to pay to
 the commissioner upon demand in writing , whenever required by him , from time to time , so to

*Consultancy services for the condition assessment, Structural Audit, feasibility study for carrying out Repairs /
 Rehabilitation of 1910 MLD WTP at Bhandup Complex & 18 MLD Tulsi WTP for design throughput*

do ,a sum not exceeding in the whole Rs. _____ (Rupees _____) under the terms of the said tender and /or the

contract .The B.G. Is valid upto _____”Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee shall remain in force upto _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____ the duly constituted Attorney Manager

address _____

the Bank and the said Messer’s _____

_____ (Name of the Bank)

WITNESS(1) _____

Name and _____

address _____

WITNESS(2) _____

Name and _____

For Messer’s _____

address _____

have here into set their respective hands the day and year first above written.

The amount shall be inserted by the Guarantor, representing the Contract Deposit / Performance Guarantee in Indian Rupees.

Appendix-C: Advance Bank Guarantee Not Used.

Appendix D: Bank Solvency Certificate

Not Used.

Appendix-E: Form of undertaking to provide parent company guarantee (As per ITB 12.1 (a) Eligibility)

To:

Municipal Corporation of Greater Mumbai ("MCGM")

RE: Tender documents for the "Consultancy services for the condition assessment, structural Audit, Feasibility study for carrying out repairs/ Rehabilitation of 1910 MLD WTP at Bhandup Complex and 18 MLD WTP at Tulsi, for design throughput" (The "Tender Documents")

-Parent Company 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 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]

AND WHEREAS the undersigned is [the parent company of]

AND WHEREAS the undersigned has examined fully the Tender Documents;

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

DATED this day of 2021

Name of Parent Company:

Per: Name Title

Per: Name Title

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

Appendix-F: Parent Company 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 Municipal Corporation of Greater Mumbai whose principal office is situated at Municipal Building, Mahapalika Marg, Fort Mumbai 400001(herein after called MCGM) of the other part

WHEREAS the MCGM has invited tenders by its invitation to tender dated_____the day of.....20.....“Consultancy services for the condition assessment, structural Audit, Feasibility study for carrying out repairs/ Rehabilitation of 1910 MLD WTP at Bhandup Complex and 18 MLD WTP at Tulsi, for design throughput”(the “Project”);

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

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

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

The Guarantor hereby covenants with the MCGM as follows:

1. The Guarantor will in all respects unconditionally, without demur, guarantee the due and proper performance of the Contract and the due observance and punctual performance of all obligations, duties, undertakings, covenants and conditions by or on the part of the Consultancy Services contained therein and to be observed and performed by it (including any form of payments that are to be made in relation to the Project), which guarantee shall extend to any variation or addition to the Contract.
2. In the event of the Consultancy 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 MCGM against all losses, damages, costs and expenses whatsoever which the MCGM 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 Consultant under the Contract.

3. The Guarantor shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:
 - 3.1. Any alteration to the nature or extent of the services or otherwise to the terms of the Contract;
 - 3.2. Any allowance of time, forbearance, indulgence or other concession granted to the Consultancy, any dispute between the MCGM and the Consultancy Services (but so that the MCGM shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Consultancy shall have complied with such terms.
 - 3.3. The liquidation, bankruptcy, administration, absence of legal personality, dissolution, incapacity or any change in the name, composition or constitution of the Project Management Consultancy (PMC) or the Guarantor.
 - 3.4. Discharge of other guarantors in relation to the Project.
 - 3.5. Any act or omission of the MCGM, which adversely affects the rights of the Guarantor.
 - 3.6. Termination of the Contract to the extent of the obligations existent at the time of termination.
4. This Guarantee is a continuing guarantee and accordingly shall remain in operation until all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Consultancy under the Contract shall have been satisfied or performed in full. Notwithstanding anything to the contrary, this Guarantee shall cease to be in operation at the Contract Completion Date provided that this Guarantee shall continue in effect in respect of any obligations required to be performed by the Consultancy in accordance with Clause of the Conditions of Contract. This Guarantee is in addition to, and not in substitution for, any other security which the MCGM may at any time hold for the performance of such obligations, and may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Consultancy.
5. So long as any sums are payable (contingently or otherwise) by the Consultancy to the MCGM under the terms of the Contract, then the Guarantor shall not exercise any right of set off or counterclaim against the Consultancy or any other person or prove in competition with the MCGM in respect of any payment by the Guarantor hereunder (including in a situation of winding up, insolvency or liquidation of the Consultancy, and in case the Guarantor receives any sum from the Consultant Consultancy or any other person in respect of any payment of the Guarantor hereunder, the Guarantor shall hold such monies in trust for the MCGM 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 MCGM, hold any security from the Consultancy or any other person in respect of the Guarantor's liability hereunder or in respect of any liabilities or other obligations of the Consultancy to the Guarantor. The Guarantor will hold any security held by it in breach of this provision in trust for the MCGM. Further, the Guarantor waives its right of subrogation over any of the assets of the Consultancy until the all dues under the Project to the MCGM have been duly paid off.

7. This Guarantee is in addition to, and not in substitution for, any present and future guarantee lien or other security held by the MCGM. The MCGM'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 MCGM will have a right to assign the rights under this Guarantee without any prior written notice to the Consultancy or the Guarantor.
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 [days from expiry of each financial year.
 - b. It will not dispose the shareholding presently held in the Consultancy and it will always ensure that it retains the control over the management of the Consultancy except with the express written consent of the MCGM, which consent may be issued at the MCGM's sole discretion and provided that the new company/entity, that is proposing to acquire the share holding held by the Guarantor in the Consultancy, satisfies the MCGM of its technical and financial capacity to discharge its obligations under this Guarantee; and issue a replacement 'Parent Company Guarantee' on the same terms as this Guarantee, in a form acceptable to the MCGM.
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 MCGM 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 MCGM 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 MCGM from time to time in a form and manner acceptable to the MCGM, are true and fair / true, correct and complete in all respects as on the date on which it was communicated or supplied;

Annexure-1 Deleted