



E-TENDER FOR

Project Management Consultancy Services for the work of Construction of Kalyan Ring Road Segment-III (CH- 07/000 to 12/860 Km) from Motagaon Bridge upto Govindwadi Road.

BID DOCUMENT

**ENGINEERING DIVISION,
New MMRDA Building, 2nd floor,
Bandra -Kurla Complex, Bandra (East), Mumbai-400 051.**

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
Bandra-Kurla Complex, Bandra (East), Mumbai-51.
Website: <https://mmrda.maharashtra.gov.in>

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NAME OF WORK:- Project Management Consultancy Services for the work of Construction of Kalyan Ring Road Segment-III (CH- 07/000 to 12/860 Km) from Motagaon Bridge upto Govindwadi Road.

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Section I : Information for Bidder

	MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY (Government of Maharashtra Undertaking) 2nd Floor, Engineering Division, Plot Nos. R5, R6 & R12, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051. Tel. 26595996/5931, Fax: 26594179. e-Mail Address : vishal.jambhale@mailmmrda.maharashtra.gov.in Website: https://mmrda.maharashtra.gov.in
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e-Tender Notice


Digitally signed and unconditional online tenders on percentage basis are invited by Executive Engineer, Engineering Division, Mumbai Metropolitan Region Development Authority, Bandra (East), Mumbai-400 051 for the following work from the Bidders who are having adequate experience to carryout similar nature of work & fulfil the criteria as mentioned in detailed tender notice.

Sr. No.	Parameter	Details		
1.	Division	Engineering		
2.	Name of Tender/ Bid	Project Management Consultancy Services for the work of Construction of Kalyan Ring Road Segment-III (CH- 07/000 to 12/860 Km) from Motagaon Bridge upto Govindwadi Road.		
2.	Estimated cost of construction	INR 425.00 Crore (Excluding GST)		
3.	Contact Details	Executive Engineer, MMRDA Tel. 022-26595996 /5931 Fax: 26594179 Email: vishal.jambhale@mailmmrda.maharashtra.gov.in		
4.	Important Dates	Milestone	From date/time	To date/time
		Bid documents download	29/11/2022, 18.01 hrs	23/12/2022, 18.00 hrs
		Pre-Bid Meeting	13/12/2022 at 15.00 hrs.	
		Last Date of online submission	23/12/2022 at 18.00 hrs	

Note: - The e-tender can be downloaded from e-tender portal: "<https://mahatenders.gov.in/nicgep/app>" Any additional information, Corrigendum & help for uploading & downloading the e-tender, may be availed by contacting MMRDA's e-tendering service desk at the following ID: support-eproc@nic.in, mahatenders.gov.in/nicgep/app or call us on 0120-4001 002 / 0120-4001 005 / 0120-6277 787.

Date: 29/11/2022
Place: Mumbai
No. MMRDA/ED/KRR-3/PMC/2022

Sd/-
(V.A. Jambhale)
Executive Engineer

	मुंबई महानगर प्रदेश विकास प्राधिकरण २ रा मजला, अभियांत्रिकी विभाग, प्लॉट क्र. आर - ५, आर - ६, आर - १२, वांद्रे-कुर्ला संकुल, वांद्रे (पूर्व), मुंबई - ४०० ०५१, दुरध्वनी क्र. २६५९-५९९६/५९३१, फॅक्स - २६५९४१७९ ई-मेल : vishal.jambhale@mailmmrda.maharashtra.gov.in वेबसाईट : https://mmrda.maharashtra.gov.in
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ई-निविदा सूचना

कार्यकारी अभियंता, मुंबई महानगर प्रदेश विकास प्राधिकरण, अभियांत्रिकी विभाग, २ रा मजला, वांद्रे-कुर्ला संकुल, वांद्रे (पूर्व), मुंबई - ४०० ०५१ हे खाली नमूद केलेल्या कामाकरिता ज्या निविदाकारांकडे अशा प्रकारच्या कामांचा अनुभव आहे व जे सविस्तर ई-निविदेतील सर्व निकष पूर्ण करतात अशा निविदाकारांकडून डिजिटल स्वाक्षरीने टक्केवारी दरावर नमुन्यात ई-निविदा मागवित आहेत.

अ.क्र.	विषय	तपशील																
१.	विभाग	अभियांत्रिकी विभाग																
२.	कामाचे नाव	कल्याण बाह्यवळण रस्ता भाग- ३ (साखळी क्र. ७/००० ते १२/८६० किमी) मोठागांव पूल ते गोंविदवाडी रोड या कामासाठी प्रकल्प व्यवस्थापन सल्लागाराची नेमणूक करणे.																
३.	कामाची किंमत	रुपये : ४२५.०० कोटी. (जीएसटी वगळून)																
४.	संपर्काची माहिती	कार्यकारी अभियंता, मुंबई महानगर प्रदेश विकास प्राधिकरण टेलिफोन. ०२२-२६५९ ५९९६/५९३१/ फॅक्स: २६५९४१७९ ईमेल: vishal.jambhale@mailmmrda.maharashtra.gov.in																
५.	महत्त्वाचे दिनांक	<table border="1"><thead><tr><th>ई-निविदा कार्यक्रम</th><th>कालबध्द</th><th>पासून (दिनांक/वेळ)</th><th>पर्यंत (दिनांक/वेळ)</th></tr></thead><tbody><tr><td>कोरी निविदा डाऊनलोड करणे</td><td></td><td>२९/११/२०२२ १८.०१ वाजता</td><td>२३/१२/२०२२ १८.०० वाजता.</td></tr><tr><td>निविदापूर्व सूचना / प्रश्न सादर करणे</td><td>ऑनलाईन</td><td></td><td>१३/१२/२०२२ १५.०० वाजता.</td></tr><tr><td>निविदा सादर करण्याची अंतिम तारीख</td><td></td><td></td><td>२३/१२/२०२२ १८.०० वाजता</td></tr></tbody></table>	ई-निविदा कार्यक्रम	कालबध्द	पासून (दिनांक/वेळ)	पर्यंत (दिनांक/वेळ)	कोरी निविदा डाऊनलोड करणे		२९/११/२०२२ १८.०१ वाजता	२३/१२/२०२२ १८.०० वाजता.	निविदापूर्व सूचना / प्रश्न सादर करणे	ऑनलाईन		१३/१२/२०२२ १५.०० वाजता.	निविदा सादर करण्याची अंतिम तारीख			२३/१२/२०२२ १८.०० वाजता
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टिप :-

ई-निविदा प्रपत्रे, शुद्धिपत्रक, इतर माहिती <https://mahatenders.gov.in/nicgep/app> या संकेतस्थळावरून डाऊनलोड करता येतील. ई-निविदा संबंधीत सविस्तर माहिती आणि मदतीसाठी support-eproc@nic.in, mahatenders.gov.in/nicgep/app या ई-मेल किंवा दुरध्वनी क्र. ०१२०-४००१ ००२/ ०१२०-४००१ ००५/ ०१२०-६२७७ ७८७ शी संपर्क साधावा.

दिनांक: २९/११/२०२२

स्थळ: मुंबई

क्र. मुंमप्रविप्रा/अवि/करिंरो-३/प्र.व्य.स./२०२२

स्वाक्षरी/-

(वि.अ. जांभळे)

कार्यकारी अभियंता



Mumbai Metropolitan Region Development Authority
2nd floor, MMRDA New Office Building, Bandra-Kurla Complex,
Bandra (East), Mumbai - 400 051.
Website: <https://mmrda.maharashtra.gov.in>

IB: Detailed Tender Notice

Digitally Signed & unconditional online Tenders are invited by the Executive Engineer, Mumbai Metropolitan Region Development Authority, Bandra (East), Mumbai-400 051, from Intending Consultants fulfilling conditions as under:

1. Details of Tender :(Amount in Indian Rupee)

Sr No.	Name of Work	Approximate cost of Construction Work	Cost of Blank Tender Form (Per Each) (Non-Refundable)	Earnest Money Deposit (Refundable)	Performance Security	Contract Period
1	2	3	4	5	6	7
1	Project Management Consultancy Services for the work of Construction of Kalyan Ring Road Segment-III (CH- 07/000 to 12/860 Km) from Motagaon Bridge upto Govindwadi Road.	Rs. 425 Cr (Excluding GST)	Rs. 5000/- (including GST) (Non-refundable)	Rs. 2.5 Lakh	Rs. 25 Lakh	Approximate 3 Months for Pre tender phase + 36 Months Construction supervision Phase + 60 Months Defect liability period (DLP)

2. Online e-Tender Schedule:

The System generated online e-tender schedule shall be followed and the same shall prevail.

Note:

- i. [For the site visit, Contact Official: Shri. J. B. Patil, Mobile No-8779677354/9404193015](mailto:shri.j.b.patil@mmrda.gov.in)

- ii. Bidders shall submit their queries, if any, in Word and PDF format well prior to pre-bid meeting to: chiefengineer2@mailmmrda.maharashtra.gov.in and vishal.jambhale@mailmmrda.maharashtra.gov.in
3. Bidders should have valid class 2 or 3 Digital Signature Certificate (DSC) having both signing and Encryption Certificates obtained from any Certifying Authorities empaneled by Controller of Certifying Authorities India. In case of requirement of DSC, Bidders should go to support-eproc@nic.in and follow the procedure mentioned in the document Procedure for Digital Certificate. Bidders who are participating e-tendering for the first time will have to register and obtain User ID & Password from the above mentioned portal. For further references/ queries bidders are requested to go through the tutorial section.

4. Tender Fee Payment:

Tender Document and Supporting documents can be downloaded for reference purpose from the e-Tendering Portal of MMRDA during the period mentioned in the tender notice. Interested Bidders have to make online payment (Non-Refundable) for an amount mentioned above as Cost of Blank e-Tender Form (Per Each) inclusive of GST using online payment gateway during bid preparation using Debit Card/Credit Card/Net Banking. Tender Fee receipt can be system generated during bid preparation by the Bidder. Tender Fee receipt must be uploaded during bid preparation by the bidder.

5. Earnest Money Deposit payment/ Performance Security Deposit:

- i. EMD Payment as mentioned above can be made through RTGS / NEFT mode using the System Generated Challan only after payment of stipulated Tender fee. Bidders should ensure that the payment of the EMD is made at-least 5 working days prior to the last date of Bid Preparation and Hash Submission of the Tender Schedule to have seamless submission. Bidder need to upload scanned copy of EMD paid receipt in e-envelope 'A'.
- ii. Bidders failing to complete the payment of EMD using the above mentioned process of RTGS/NEFT after downloading the system generated challans will not be able to submit their bids. Bids with no such challan shall be summarily rejected.
- iii. The earnest money deposit of unsuccessful bidders will be refunded through RTGS, NEFT mode only after award of the tender. Bidders should mention the beneficiary

details for EMD refund in the Earnest Money Deposit Form. Bidders should also upload scanned copy of cancelled cheque along with refund letter for refund of their EMD payment. MMRDA or e-Tendering Service Provider will not be liable for delays caused in EMD refund due to incorrect beneficiary details.

- iv. EMD refund account should remain active until refund of EMD take place.
- v. In case of successful bidder, amount of the earnest money deposit may be adjusted towards part of the performance security deposit to be paid after the award of the work.
- vi. **Performance Security Deposit** - After receiving the letter of Acceptance, the successful bidder shall submit a performance security of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) in the form of Bank Guarantee to be drawn on any Nationalized or scheduled bank branch located in Mumbai only. Only upon furnishing the performance e-security by the successful bidder, contract agreement shall be executed notice to proceed with the work shall be issued. Bank Guarantee shall be valid up to 28 days after scheduled date of completion of construction work. The same shall be extended by consultant, if extension is granted to the construction work.
- vii. **The Bank Guarantee shall be furnished through SFMS (Structured financial Messaging System) mode and Payable at Mumbai. The hard copies of the Bank guarantee along with confirmation message from Bank of Maharashtra, Kalanagar, Bandra (East), Mumbai shall be submitted separately as per procedure. The details of the bank account for the same are as under,**
 - a) **Name of Bank : Bank of Maharashtra**
 - b) **Branch : Kalanagar, Bandra (East)**
 - c) **IFSC code : MAHB0000164**
 - d) **Account no : 60259778998**

Note: Kindly note that transfer of funds to MMRDA's account through NEFT/RTGS mode, from the Bidders' AXIS accounts is currently not possible. In case of funds

transfer through NEFT/RTGS, Bidders are requested to transfer from any other Bank (excluding AXIS Bank).

6. Eligibility Criteria: – Bidder shall have

- a. The firm shall have Establishment of consultancy firm for 7 years (minimum). The Minimum 07 years of total experience in engineering consultancy services in construction sector, prior to the last date of submission of bid.
- b. Average annual financial turnover during last three (03) financial years ending 31st March of the previous financial year should be at least Rs. 3 Crore for the consultancy services as certified by CA.
- c. Experience of having successfully completed similar works during last 7 years, ending last day of month previous to the one in which applications are invited should be either of the following :-
 - i) Three similar completed work(s) costing not less than Rs. 170 Crore each.

OR

- ii) Two similar completed work(s) costing not less than Rs. 210 Crore each.

OR

- iii) One similar completed work costing not less than Rs. 340 Crore.

Definition of Similar Completed work(s):- The work of “Providing Project Management Consultancy services satisfactorily for any kind of at grade road work(s) and Flyover/Bridge/Elevated Road(s) in MMR/Metropolitan Area (costing equal to or more than completed cost of construction work) as executed under single work order during last 07 years” shall be treated as a similar work. The credential(s) of similar executed work(s) in last 07 years shall only be considered for the purpose of eligibility.

- d. The firm shall have Key Professional staff with experience and qualification to deploy for the subjected work as stipulated in Annexure – I of Appendix - A.
 - e. Joint Venture (JV) is not permissible.
 - f. The consultancy firm including their constituents/sister/parent companies shall not be blacklisted by any Government department/Public Sector Undertaking in the last five years.
 - g. The experience of providing consultancy services to BOT project where appointment is done by BOT operator firm, shall not be considered.

h. Experience of work/ project done as a sub-consultant shall not be considered.

Note:- The weightage for updating of costs shall be done @10% p.a. to arrive at year 2021-22 cost of the completed works.

7. Statement showing names of partners, Directors, etc. of the firm with complete address of each should be uploaded to above mentioned MMRDA official E-Tendering portal and authorized person on behalf of firm should sign e-tender using digital signature certificate.

8. The acceptance of tender will be intimated by email or otherwise by the authority competent to accept the tender or by his representative to the Bidder, which shall be deemed to be an intimation of the tender given by the Authority Competent to accept the tender.

9. Revision or Amendment in Tender Document:

The Competent Authority may omit or suspend certain items of work, revise or amend the bid document before online submission of bid. Such revisions or amendments or extension, if any, shall be communicated to all concerned on Maha Tender Portal <https://mahatenders.gov.in/nicgep/app> which shall be issued 7 days before the due date of receipt of bid. The detailed e-Tender notice along with the subsequent corrigendum, addendum etc. shall form part of the tender document. In case of any queries, Bidders may contact help desk number 0120-4001 002 / 0120-4001 005 / 0120-6277 787 / Email Support: support-eproc@nic.in on 24 x 7.

10. Bidder shall bear all costs associated with the preparation and submission of their Proposals. Costs might include site visit, collection of information, and if selected, attendance at Agreement negotiations etc.

11. SUBMISSION OF e-TENDER

Bidders shall make online submission on the e-tendering portal in 'Two electronic envelopes system' within prescribed schedule containing scan copies of requisite documents mentioned as below with respect to the instructions on the Maha Tender Portal for submission of e-tender.

A. Cover-1: (Proof of Eligibility & Technical Bid)

Bidder shall generate and upload scanned copies of receipts for the following pursuant

to condition no. '5 & 6' above:

- a. Upload Receipt regarding payment of e-tender fee
- b. Upload receipt regarding payment of Earnest Money Deposit.
- c. Firm's Organization Structure and Relevant Experience (including details of previous experience preferably in statement form contains Name of work, Name of organization, completed cost of work, year of construction etc.)
- d. Curriculum Vitae (C.V.) signed by the proposed staff after date of publishing of this tender notice and also an authorized official of the Firm. The C.V. not signed by concerned staff or of a staff not in the service of firm on date of publishing of this tender notice, shall not be considered. The key information shall be as per the format given in Annexure – I of Appendix- A.
- e. List of similar type of works in hand as per the format given in **Annexure -II**.
- f. List of similar type of completed works as per the format given in **Annexure -III**.
- g. Average annual financial turnover in last three financial years from the consultancy services as certified by CA in Annexure -IV.
- h. Experience Certificate with any Government /semi-Government organization for satisfactory completion of similar type of works certified by the officer not below the rank of Executive Engineer.
- i. The bidder should upload scanned copy of PAN Card as well as VAT certificate etc. and scanned attested photocopies of all documents on above mentioned Maha Tender Portal & produce in original on request by MMRDA at any stage.
- j. A statement showing names of partners, Directors, etc. of the firm with complete address of each.

Note: *All Bidders are requested also to fill the **SELF EVALUATION CHECK sheet** enclosed as Annexure - IX' for smooth scrutiny of the eligibility criteria. Soft copy of Annexure - X' duly filled & hard copies of the uploaded document shall be submitted to MMRDA, when asked for. Bidder shall upload scanned copies of relevant documents under Technical & Financial Cover on e-tender portal. In addition, the Bidder shall submit one hard bound copy of Technical uploaded documents (duly flagged and indexed) to MMRDA within 3 days from the last online date of submission. In case of any discrepancy in hard bound and uploaded documents, uploaded documents shall be final and prevail.*

B. Cover-2 (Financial bid):

- a. Bidder shall quote his financial offer on percentage rate basis at the system generated prescribed space in e-Envelope 'C'. The bidder shall quote his offer considering project cost as Rs. 425 crore. The percentage fee quoted & Project Cost of Rs. 425 Crore shall remain fixed irrespective of cost put to tender, accepted cost of work for the contractor or completed cost of the work of contractor (even, if the work is decided to execute in more than one contract. In such case, the same percentage fee shall be applicable for all contracts of work; irrespective of nature and quantum of work).
- b. Upload the digitally signed copy of bid document along with copy of CSD if issued and price bid cover letter.

12. Procedure for Tender opening:

1. The documents uploaded in Cover-1 will be scrutinized and Bidders whose documents fulfil the requirements as stipulated under detailed e-tender notice shall become eligible for opening of Cover-2.
2. Bidders not fulfilling any of eligibility criteria of experience shall not be evaluated and shall declared as non-eligible / non- responsive.

13. MMRDA reserves the right to:

1. Verify financial transaction of consultants from their Bank / Financial Institutions. Consultants should give authority to that effect along with his accounts number and Bank/ Financial institution details. Any changes / modification may be communicated to MMRDA immediately.
2. Verify any documents to its validity from any source.
3. To reject all or any of the tenders without assigning any reason, whatsoever, is reserved with the Competent Authority.

**Sd/-
Executive Engineer**

Date:29/11/20

Place: Mumbai.

I-A: INSTRUCTIONS TO THE BIDDER

1. Mumbai Metropolitan Region Development Authority (MMRDA), Bandra (East), Mumbai- 400051 invites online percentage rate offers from the intending Consultants experienced in Providing services of Project Management Consultant, structural design & its proof checking for execution of work and monitoring DLP.

2. Eligibility Criteria:

Bidder shall be eligible as per the Criteria stipulated in Detailed Tender Notice Clause no. 6

3. PREPARATION OF PROPOSAL: (Refer Detailed Tender Notice)

- a. Bidder shall follow the instructions on the portal for submission of e-Tender. Bid shall submit e-tender online on the e-Tendering portal in 'Two electronic Covers system' containing Cover-1 & Cover-2 within prescribed schedule and will be opened by MMRDA's authorized representative on scheduled date and time.
- b. Technical Proposal (Cover-1) must not include any financial information.
- c. Financial Proposal (Cover-2) shall contain the bidder's quote in **percentage rate on Construction cost of work as mentioned in the Detailed Tender Notice** as prescribed in e-Tendering portal and which should include all costs associated with the assignment. The financial proposal shall be inclusive of cost of Key personnel, Experts, Communication, Transport facilities, Insurances etc. commensurate with the work requirement.
- d. The financial proposals as per Annexure- I (B) shall be prepared to cover the tasks mentioned in the TOR and also the tasks required to be carried out in order to meet the objectives.

4. Additional instructions:

- i. **Signing of the agreement:** The successful bidder shall have to sign an agreement manually as required.
- ii. **Stamp Duty:** The necessary stamp fees, registration charges etc. required for completing the agreement will have to be borne by the successful bidder.
- iii. Submission of a bid by a bidder implies that they have read these instructions and made himself aware of the scope of the work, conditions of contract and the MMRDA will not, therefore, bear any extra charges on any account, in case he

finds on to have misjudged the site conditions or specifications or any other requirements related to the work.

- iv. The bidder who does not fulfill all or any of the tender conditions or if the tender is incomplete in any respect, will be summarily rejected.
- v. Even though the bidder meets the above criteria, they are subject to be disqualified if they have (The authority reserves the right to verify the particulars furnished by the bidder from the concern authority),
 - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirement, conditional bid/proposal and/or
 - b. Record of poor performance such as band on going the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
 - c. Disqualified by MMRDA for consultancy works earlier.
- vi. Any effort by the bidder to influence/ coerce the Employer in the bid valuation, bid comparison or contract award decision will results in rejection of the bid.
- vii. Incomplete technical Bids are liable for rejection. e-financial bids will be considered for opening only of the Qualified Technical Bidders, which shall be recommended by the Technical Evaluation Committee constituted for the purpose and approved by Competent Authority of MMRDA.

5. One Bid per Bidder:

Each bidder shall submit only one bid.

6. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his Bid and the Employer will in no case be responsible & liable for those costs.

7. Site visit:

The Bidders, at the Bidder's own responsibility and risk are advised to visit and examine the Site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for supervision of construction of the works. The costs of visiting the Site shall be at the Bidder's own expense.

8. PROJECT SPECIFIC CONDITIONS:

The conditions and stipulations given herein below shall take precedence over provisions elsewhere in this document.

i. Location of the work: -

The proposed Kalyan Ring Road, a new link and part of D.P.of KDMC is proposed to execute under 7 segments. At present, out of 7 segments, the construction work of four segments of Kalyan Ring Road i.e. segments IV,V,VI & VII is already in progress under separate Construction Contracts & under separate Project management Consultancy services contract. Now it is proposed to undertake the work of KRR Segment-III, out of total 7 Segments for which the subject bid for appointment of Project Management Consultant is invited including balance work portion of Segment-IV.

- ii. It is advisable that the bidder shall visit the site of road mentioned above prior to submission of tender to understand & ascertain the local site conditions, working restrictions, site constraints, conditions in tender document regarding necessary approvals, NOC required for the work from the local Authorities, Railway, urban local bodies or any Statutory Authority etc. as applicable during execution stages shall quote the offer considering of all such relevant expenses likely to be incurred while execution of the work.
- iii. No claim or compensation for any extra payments incurred by the bidders towards the approvals/NOC's/Permissions or restricted working conditions execution methodology shall be entertained by MMRDA. Submission of a bid by a bidder implies that he has read all these instructions and has made himself aware of the scope of the work, conditions of contract, site conditions and MMRDA will not, therefore, bear any extra charges on any account, in case he finds on to have misjudged the site conditions or specifications. The work has to be done in consultation with MMRDA, TMC/ KDMC/ MJP/ MSRDC/ MCGM/ MSEDCL/ MSETCL/ MMB/ Forest department/ PWD/ Traffic Police/ District Collector / all utility service providers and any other concerned agency as the case maybe.
- iv. Consultant has to render his services for acquisition of land, removal of encroachments, tree cutting, utility shifting, etc. and coordinate with concerned authorities in these processes.
- v. The successful bidder fulfilling all criteria shall be equally responsible for

executing, completing the work as per specifications and if any decision of consumer/any Hon. Court or any statutory authority is received regarding quality of work then the judicial decision will be binding on the Consultant for rectification.

- vi. The shifting of utilities, if encountered shall be done by the respective Owning Department. The consultant shall coordinate and liaison with these agencies and facilitate them to carry out the allied works. However, some utilities may be required to be shifted by the contractor for which payment may be done at Current SSR Rates of PWD/MJP/MSEB/MCGM etc. Consultants will check the estimate prepared by the owning agencies/Contractor and ensure all these activities are completed in scheduled time. If estimate is not submitted by owning agencies, the same shall be prepared by consultants. The cost incurred on account of such utility shifting shall not be considered for additional fee to the consultants.

9. Deleted.

10. Pre-bid meeting

- a) The bidder or his authorized representative is invited to attend a pre-bid meeting on the date and time stipulated in Detailed Tender notice, which will take place in the office of the Chief Engineer, Mumbai Metropolitan Region Development Authority, 5th Floor, Plot No. R5, R6 & R12 Bandra-Kurla Complex, Bandra (E), Mumbai- 51 India.
- b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c) The bidder is requested to submit queries in soft and hard forms prior to the Pre-bid meeting.
- d) Minutes of the Pre-bid meeting, including the text of the queries raised (without identifying the source of enquiry) and the responses given will be made available on Maha Tender Portal. Any modification of the bidding documents, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of CSD/Addendum.
- e) Non-attendance at the pre-bid meeting will not be the cause for disqualification of a bidder.

11. Deleted.

12. Amendment of Bidding Documents

- i. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum. The Competent Authority may omit or suspend certain items of work, revise or amend the bid document before online submission of bid.

Such revisions or amendments or extension, if any, shall be communicated on MMRDA e-Tendering portal which will be issued 7 days prior to the due date of receipt of bid.

- ii. Any addendum thus issued shall form part of the bidding documents.
- iii. To give prospective bidders reasonable time to take an addendum into consideration in preparing their bids, the Employer may extend, if necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

13. Language of the Bid:

All documents relating to the bid shall be in the English language.

14. Documents comprising the Bid:

The e-Tender submitted by the bidder shall comprise the following:

- i. Cover-1 containing EMD, e- tender receipt fee, technical proposal & Annexures for Eligibility criteria as mentioned in the Detailed Tender Notice
- ii. Cover-2 containing price bid & digitally signed copy of bid document along with copy of CSD, if issued and price bid coverletter.
- iii. Supporting documents for qualification Information Form and Documents; and any other materials required be completing and submitting by bidders in accordance with these instructions.
- iv. **All Bidders are requested also to fill the SELF EVALUATION CHECK SHEET enclosed as Annexure - X' for smooth scrutiny of the eligibility criteria. Soft copy of Annexure - X' duly filled & hard copies of the uploaded document shall be submitted to MMRDA, when asked for after the Cover-1 is opened. The Documents shall be serially arranged and indexed properly. A statement showing how each qualification criteria is satisfied by bidder shall be attached in the beginning of documents. A reference to the page number shall be**

clearly mentioned to the certificates/documents supporting each qualification criteria. The documents so referred shall only be considered for evaluation.

Note: MMRDA reserves right to reject the tender not supported by statement showing satisfaction of eligibility criteria as mentioned above.

15. Bid Prices:

- i. The contract shall be for the whole works as described in chapter I-D (Scope of work) based on the Percentage rate offer quoted by the Bidder.
- ii. The Bidder shall quote his offer on percentage rate of construction cost of the project mentioned in detailed tender notice at prescribed place in e-portal as prescribed in e- Tendering and fee schedule given in Appendix D.
- iii. All duties, taxes, and other levies payable by the Consultants under the contract, or for any other cause shall be included in the total Bid Price submitted by the Bidder.

16. Currencies of Bid and Payment:

The price shall be quoted by the bidder entirely in Indian Rupees.

17. Bid Validity:

- i. Bids shall remain valid for a period of 180 (One Hundred and Eighty) days after the date of submission of the bid.
- ii. In exceptional circumstances, prior to expiry of the bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid.
- iii. The project execution shall commence only after availability of considerable land for execution and obtaining necessary NOC's from other agencies. In case of delay in such activities and commencement of project execution, consultants shall not claim any losses nor claim any revision in fees quoted.

18. Deleted.

19. Format and Signing of Bid:

- i. All pages of the uploaded Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.
- ii. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- iii. The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
- iv. The Bidder shall upload scanned copies of relevant documents under Technical & Financial Bid on e-tender portal. In addition, the Bidder shall submit one hard bound copy of Technical uploaded documents (duly flagged and indexed) to MMRDA within 3 days from the last online date of submission. In case of discrepancy in hard bound and uploaded documents, uploaded documents shall be preferred and final.

20. Deleted.

21. Deadline for Submission of the Bids:

- i. Bids must be uploaded on MMRDA's e-Tender portal within the time period and as specified in the e- tender notice.
- ii. The Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Modification and Withdrawal of Bids:

Bidders may modify or withdraw their bids online before the deadline for submission of the bids.

23. Process to be Confidential:

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed

to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence/ coerce the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

24. Clarification of Bids:

- i. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid. Their quest for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- ii. Subject to sub-clause 25 (i), no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- iii. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid
 - (a) meets the eligibility criteria defined in Clause 2;
 - (b) is accompanied by the required securities and
 - (c) is substantially responsive to the requirements of the Bidding documents.

25. Responsive Bid:

- i. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- ii. Bid not fulfilling the eligibility criteria shall not be evaluated and shall be

rejected by the Employer.

- iii. A substantially responsive Bid is one which meet minimum requirement as per evaluation of technical proposal Cl. 26.1 under.

26. Proposal Evaluation and Determination of Responsiveness:

26.1 Preparation of Technical Proposal:

- a) Bidders are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at bidder's own risk and may result in rejection of proposal.
- b) The technical proposal must not include any financial information.
- c) Technical Proposal must provide a brief description of the firm's organization and an outline of recent experience of the Consultants. The information on each assignment should indicate, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement.
- d) Any comments or suggestions on the TOR and a description of the methodology (work plan) which the firm proposes to execute the services, shall be illustrated with bar charts of activities.
- e) During preparation of the technical proposal attention may be given to the following:
 - i. The composition of the proposed staff team, the tasks which shall be assigned to each.
 - ii. The man-months for the assignment shall be that stated in the bid document. The same shall be considered for the purpose of evaluation as well as award. In case the man months of TOR are amended in view of Employer's own initiative or in response to clarification sought by any Consulting firm, the man months so amended and published shall be considered for the purpose of evaluation as well as award.
 - iii. The Consultants should prefer to field as many of their permanent staff as possible. The permanent staff would be considered those already employed with the firm prior to two years from the month during which this Tender Notice is invited. Applicant shall submit the details of the period of employment of the proposed personnel with the firm.
 - iv. No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

- v. A good working knowledge of the language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language (s) specified in the data sheet.
- vi. Key information should include years with the firm and responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in bid document for the position. If any information is found incorrect, at any stage, action including termination and debarment from the subject project and/ future MMRDA projects upto 2 years may be taken by MMRDA on the personnel and the Firm.
- vii. During negotiation, Key Personnel will have to produce certificate regarding qualification and experience.
- viii. Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal which will be reviewed time to time by Employer.
- ix. Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and sub professional staff.
- x. A certification to the effect should be furnished by the Consultant that they have checked the qualifications and experiences details submitted by the key personnel in their CVs and found to be correct. This certification should be made in CVs of all key personnel after the certification by the candidate. The format of CV includes certification to this effect.
- xi. Each key personnel of the preferred Consultant shall be called for interview at the time of negotiation at the cost of consultant.
- xii. One personnel having qualification Degree/ Diploma holder in Civil Engineering having minimum 02 years' experience having sound knowledge of Computer operation with AutoCAD, Excel etc. shall be exclusively deployed with Executive Engineer, MMRDA full time.

26.2 Evaluation of Technical Proposal:

The firms failing to meet the eligibility criteria shall be rejected and no further evaluation shall be carried out of such Bidders. Bidders meeting stipulated eligibility criteria shall only be considered for technical evaluation and only those technical proposals, which score at least **75** points out of **100**, shall be considered for financial evaluation. The firms will be ranked using combined technical and financial scores, as

indicated below. The evaluation committee appointed by MMRDA will carry out its evaluation applying the evaluation criteria and point system specified. Each responsive proposal will be assigned a technical score **(S_T) as follows:**

A. Evaluation criteria:

The bidder shall submit self evaluation checklist in Annexure X to prove his qualification for the eligibility criteria. The points to be given for captions under the evaluation criteria are as under:-

Sr. No.	Description	Points
I	Establishment of Firm, Specific experience of the Consultants relevant to the assignment, Relevant Experience & Turnover	30
II	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	05
III	Qualification and Relevant Experience of the Proposed Key personnel	65
	Total	100

B. Criteria, sub-criteria, and point system for the evaluation of technical proposals:

Sr. No.	Description	Marks
I)	Establishment of Firm, Specific experience of the Consultants relevant to the assignment, Relevant Experience in last 7 years & Turnover	
a)	Establishment of firm since 10 years	5
b)	Average annual financial turnover in last three financial years ending 31st March 2021 in the consultancy services as certified by CA.	5
c)	Experience of Project Management consultancy for similar works.	20
	Total	30 Marks
II)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
a)	Understanding of Scope of Services	03
b)	Methodology	02
	Total	05 Marks
III)	Proposed staff qualifications and competence for the assignment:	
1	Team Leader (1)	5
2	Senior Resident Engineer (1)	7.5
4	Bridge Engineer (1)	7.5
5	Pavement Engineer (1)	7.5
6	Quality Control / Material Engineer (2)	10
7	Contract specialist / Legal Expert (1)	7.5
8	Quantity surveyor/ Billing Engineer (2)	10
9	Structural Engineer (0.5)	3

10	Geo-Technical Engineer (0.5)	2
11	Safety Engineer (1)	5
12	Field Engineers (6)	0
Total		65 Marks

The weightage points given to evaluation sub-criteria for qualifications and relevant experience of key staff are as under:-

Description	Weight (%)	Ref.
General Qualification	25	Ref. TOR Provisions
Employment with firm	5	
Overall experience	20	
Specific experience for the project	50	
Total	100	

Note: On just satisfaction of qualification criteria as on last date of tender submission, 80% marks allotted to that criteria shall be given. On having more or less qualification to satisfy that criteria, marks shall be considered as shown in examples below,

Example 1 : Criteria- Establishment of firm-Total marks 05

Number of years satisfying criteria (minimum 7 years)	% marks	Marks
1-3.5 years	20 %	1.0
3.6-6.9 years	40 %	2.0
7-10 years	80 %	4
10.1-20 years	90 %	4.5
More than 20 years	100 %	5

Example 2 : Criteria- Average annual financial turnover in last 03 years-Total marks 05

Average annual financial turnover satisfying criteria (minimum Rs. 3.0 Cr.)	% marks	Marks
1 - 4 cr.	20 %	1.0
4.1 - 7.64 cr.	40 %	2.0
7.65 - 9cr.	80 %	4
9.1 - 10cr.	90 %	4.5
More than 10 cr.	100 %	5

Example 3 : Criteria– Similar works experience in last 07 years–Total marks 20

Number of works costing not less than Rs. 170 cr. (Minimum 3 works)	% marks	Marks
1 - 2	50 %	10
3 - 4	80 %	16
More than 5	100 %	20

Number of works costing not less than Rs.210 cr. (Minimum 2 works)	% marks	Marks
1	50 %	10
2 - 3	80 %	16
More than 3	100 %	20

Number of works costing not less than Rs. 340 cr. (Minimum 1 work)	% marks	Marks
1 - 2	80 %	16
More than 2	100 %	20

Note : Maximum marks can be allotted = 20

Example 4 : Criteria -Team Leader – Total marks 5

Criteria	General Qualification (PG)	Employment with firm (years)	Overall experience (20 years)	Specific Experience (15 years)	Total
Weight (%)	25	5	20	50	100
Allotted Marks	1.25	0.25	1.0	2.5	5.0
Range of marks for allotment	Graduate : 0.5	Less than 1 : 0	Less than 20 years : 0.4	Less than 15 years : 1.0	
	PG : 1.0	1-3 years : 0.2	20-25 years :0.8	15-20 years :2.0	
	Doctorate : 1.25	More than 3 years : 0.25	More than 25 years : 1.0	More than 20 years : 2.5	

Example 5 : Criteria for –Resident Engineer, Bridge Engineer, Pavement Engineer, contract specialist / Legal Expert – Total marks 7.5

Criteria	General Qualification (BE)	Employment with firm (years)	Overall experience (15 years)	Specific Experience (10 years)	Total
Weight (%)	25	5	20	50	100
Allotted Marks	2	1	2	2.5	7.5
Range of marks for allotment	Diploma : 1	Less than 1 : 0	Less than 15 years : 1	Less than 10 years : 1.0	
	BE : 1.5	1-3 years : 0.5	15-20 years : 1.5	10-15 years : 2.0	
	PG : 2	More than 3 years : 1	More than 20 years : 2.0	More than 15 years : 2.5	

Example 6 : Criteria for – Quantity surveyor / Billing Engineer, Quality control / Material engineer, Safety engineer – Total marks 5

Criteria	General Qualification (BE)	Employment with firm (years)	Overall experience (15 years)	Specific Experience (10 years)	Total
Weight (%)	25	5	20	50	100
Allotted Marks	1.25	0.25	1.0	2.5	5.0
Range of marks for allotment	Diploma : 0.5	Less than 1 : 0	Less than 15 years : 0.4	Less than 10 years : 1.0	
	BE : 1.0	1-3 years : 0.2	15-20 years : 0.8	10-15 years : 2.0	
	PG : 1.25	More than 3 years : 0.25	More than 20 years : 1.0	More than 15 years : 2.5	

Example 7 : Criteria –Structural Engineer – Total marks 3

Criteria	General Qualification (PG)	Employment with firm (years)	Overall experience (15 years)	Specific Experience (10 years)	Total
Weight (%)	25	5	20	50	100
Allotted Marks	0.75	0.15	0.6	1.5	3.0
Range of marks for allotment	Graduate : 0.3	Less than 1 : 0	Less than 15 years : 0.3	Less than 10 years : 0.6	

	PG : 0.6	1-3 years : 0.1	15-20 years :0.5	10-15 years : 1.2	
	Doctorate : 0.75	More than 3 years : 0.15	More than 20 years : 1.0	More than 15 years : 1.5	

Example 8 : Criteria –Geotechnical Engineer – Total marks 2

Criteria	General Qualification (PG)	Employment with firm (years)	Overall experience (15 years)	Specific Experience (10 years)	Total
Weight (%)	25	5	20	50	100
Allotted Marks	0.5	0.1	0.4	1.0	2.0
Range of marks for allotment	Graduate : 0.2	Less than 1 : 0	Less than 15 years : 0.15	Less than 10 years : 0.4	
	PG : 0.4	1-3 years : 0.1	15-20 years :0.3	10-15 years : 0.8	
	Doctorate : 0.5	More than 3 years : 0.1	More than 20 years : 0.4	More than 15 years : 1.0	

Note :

1. The bidder shall submit above information in self declaration checklist in Annexure X. The information shall be supported with page number of supporting document against each criteria.

2. Self attested CV of each staff counter signed by firm authorized signatory shall be submitted. Also, the certificates of previous employment shall be submitted.

26.3 Preparation of Financial Proposal :

Financial Proposal must be prepared strictly using the formats attached in Bid document. No additional items/quantities other than that specified in the formats should be proposed by the Consultants since the same shall not be considered for the evaluation/award. Consultants shall quote for key personnel, sub key personnel & other services on man-moth wise and proportionate percentage for calculating remaining items of the financial proposal, namely (i) transportation, (ii) Duty travel to

site (iii) Office Rent, (iv) office supplies communication etc (v) reports & document printing and (vi) survey equipment etc. in the format as stipulated in bid document.

26.4 Evaluation of Financial Proposal:

26.4.1 For financial evaluation, total cost of financial proposal will be considered.

26.4.2 The evaluation committee will determine whether the financial proposals are complete and unconditional. The cost indicated in the financial proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Firm to be compensated and the liability to fulfill its obligations as per the terms of reference within the total quoted price shall be that of the Firm. The Committee will correct the computational errors, if any, and correct the prices in INR. The lowest financial proposal (FM) will be given a financial score of 100 points. The financial scores (**SF**) of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of financial proposal in the INR currency).

26.5 Combined Evaluation of Technical and Financial Proposals

Proposals will finally be ranked according to their combined technical (**ST**) and financial (**S_F**) scores using the weights as follows.

The weight (T) given to the Technical Proposal - **80 Per cent.**

The weight (F) given to the Financial Proposal - **20 per cent.**

$$S = S_T \times T + S_F \times F$$

Where **T** and **F** are weights assigned to technical and financial Proposals respectively as given in the Data Sheet.

The firm achieving the highest combined technical and financial score (**S**) will only be invited for negotiations.

27. Correction of Errors:

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.

28. Employer's Right to accept any Bid and to reject any or all Bids:

The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Bidding documents or otherwise

result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

29. Negotiations:

- i. Prior to the expiration period of proposal validity, the Employer will notify the most preferred Consultant i.e. the consultant who has lowest price bid (preferred consultant), in writing by registered letter, email or facsimile inviting him to negotiate the Contract.
- ii. Key personnel of the preferred consultant may be called for interview at the time of negotiation at the cost of consultant before the award of work.
- iii. Negotiations normally take two to three days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.
- iv. In case of 1st round of negotiation is not held within 180 days from the Bid Receipt Date due to reasons attributable to Employer, the most preferred consultant (H-1) shall be permitted for replacement upto a maximum of 50% key personnel with key personnel of equivalent or better qualifications without considering the same as replacement and without any deduction
- v. Negotiations will commence with discussion on technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the **TOR**, the staffing and bar charts, which will indicate activities, staff and periods in the field and in the home office, staff months, logistics and reporting. Special attention will be paid to optimize the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Employer to ensure satisfactory implementation of the Assignment.
- vi. Changes agreed upon will then be reflected in the financial proposal using proposed unit rates.
- vii. Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Employer expects to negotiate, within the proposal validity period, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurances that the staff will be actually available. The Employer will not consider substitutions during contract negotiations except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Employer expects all of

the proposed key personnel to be available during implementation of the contract. The Employer will not consider substitutions during contract implementation except under exceptional circumstances. For the reason other than death/ extreme medical ground **(i)** for total replacement up to 25% of Minimum key personnel, remuneration shall be reduced by 10% **(ii)** for replacement between 25% to 50%, remuneration shall be reduced by 15% **(iii)** for replacement beyond 50% of the total key personnel, the Employer may initiate department proceedings so as to debar such consultant for future projects of MMRDA for a period of 12 months to 24 months. If, for any reason beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forth with provide as are placement a person of equivalent or better qualification and experience.

- viii. The details related to outsourcing certain specialized services like Geotechnical investigation, topographical survey etc & any suggestions on the TOR would also be finalized during negotiation.
- ix. The negotiations will be concluded with are view of the draft form of Contract. The Employer and the Consultants will finalize the contract to conclude negotiations.

30. Award Criteria

- i. Subject to Clause 31 below, the Employer will award the Contract to the Bidder whose Bid has achieved the lowest pricebid.
- ii. The Contract will be awarded after successful Negotiations to the successful Consultant. If negotiations (as per para 28 above) fail, the Employer may invite the 2nd most preferred Consultant for Contract negotiations.
- iii. The selected Consultant is expected to commence the Assignment on the date and at the location specified in the TOR.

31. Notification of Award and Signing of Agreement:

- i. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period.
- ii. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.

- iii. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be submitted by the successful bidder in the office of the Employer within 15 days following the notification of award along with the Letter of Acceptance. Within 15 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

32. **Performance Security deposit** - After receiving the letter of Acceptance, the successful bidder shall submit a performance security for an amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs) within 15 days of issue of LOA in the form of Bank Guarantee to be drawn on any Nationalized or scheduled bank branch located in Mumbai only. Upon furnishing the performance security by the successful bidder & execution of contract agreement etc., work order to start work will be issued. Bank Guarantee shall be valid up to 28 days after scheduled date of completion of construction work. The same shall be extended by consultant, if extension is granted to the construction work. The said performance security shall be returned to the Consultant after completion of construction work. ***The BG shall be in the format specified in Appendix H.***

33. **Corruptor Fraudulent Practices:**

The Govt. Of Maharashtra requires that the Bidders/Suppliers/Contractors shall observe the highest standard of ethics during the execution of contracts. In pursuance of this policy,

- i. Defines, for the purposes of this provision, the terms set forth below as follows:
 - a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;and
 - b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- ii. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that

the firm has engaged incorrupt or fraudulent practices in competing for, or in executing contract.

34. The risks and the coverage shall be as follows:

- i. Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the of consultancy.
- ii. Third Party liability insurance with a minimum coverage, of Rs. 5.00 Lakhs for the period of consultancy.
- iii. Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.
- iv. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- v. Insurance against loss of damage to (i) equipment purchased in whole or in a part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services
- vi. Bidder shall take out necessary Insurance Policy/Policies so as to provide adequate insurance cover for execution of the awarded contract work from the **"Directorate of Insurance, Maharashtra State, Mumbai - 400 051"** only. Insurance Policy / Policies taken out from any other insurance Company shall not be accepted. However, if the bidder desires to effect insurance with the local office of any insurance company, the same should be under the co-insurance-cum-servicing arrangements (with G.I.F.'s share at 60% and insurance Company's share at 40%) approved by the Directorate of Insurance. If the policy taken out is not on co-insurance basis the same shall not be accepted and the amount of premium calculated by the Directorate of Insurance shall be recovered directly from the amount payable to the contractors for the executed contract work.

35. The Consultants shall be required to form a multi-disciplinary team for this assignment. The consultants' team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments. Personnel engaged by consultancy firm for preparation of DPR have to undergo a mandatory training course on "Preparation of feasibility study and DPR for Highway Projects" conducted by Indian Academy of Highway Engineer (IAHE) as per its schedule. The consultant has to demonstrate the training undertaken by its key personnel in the Curriculum Vitae (CV) as part of their Technical qualifications.

**Sd/-
Executive Engineer,
MMRDA**

I-D Brief of Construction work

Location: The proposed work is situated in Kalyan Dombivali Municipal Corporation Area. & District Thane, Maharashtra state. The segment starts at Motagaon- Mankoli Road junction at Motagaon village & Ends at Govindwadi Bypass Location Map attached in TOR. The tentative details of the work are as follows:

a) **Length:** 6.090 Km having nearly flat terrain, marshy land and forest land.

b) **Width:** 45.00 M for Road / 20.8 for Stilt/Elevated Road.

c) **Provision with indicative technical details:**

i. **Location:** KRR Segment -III (Ch07/000 Km to Ch12+860 Km) Motagaon Bridge upto Govindwadi road. (Govindwadi Road to Durgadi Bridge Chowk is implemented by MSRDC)

ii. **Length& Width:**

Road /Bridge	Chainages	Length	Width
At Grade Road	7+000 to 10+580	3.58 Km	45.00 m
Stilt Road	10+580 to 12+860	2.28 Km (This Length is under CRZ Area)	20.80 m
Total		5.86 Km	

iii. **Indicative Details:**

At Grade Road Carriageway	Carriageway 2 + 2 lane (7.0 M + 0.5 M)+ 2.75 M Paved shoulder on both side and the balance carriage way with full crust (excluding BT) with WMM layer on top (+) Footpath with SWD on both side (+) median verge 2.00 M. (2.5% minimum slope for the surface drain off rain water for normal road & as per design for super elevation)
Stilt Road Carriageway	Carriageway 2 + 2 lane (2 x 7 M) (+) level footpath 2 x 2.45 (+) Crash barrier 2 x 0.45 (+) Median verge 1 m.
Finished Road Level (FRL)	Designed above High Flood Level (HFL) considered in Motagaon -Mankoli Bridge construction [6.185 m (GTS)]. (FRL : Minimum - GL or HFL + 0.5M + Crust thickness)
Grade separated structure at any junction	Since this is a new link & full development in the adjacent locality is yet to happen, it is decided only road link be developed at first stage and to construct at later stage as per the prevailing situation.
Design Speed	80 km/hr

iv. Provisions for At Grade Road as Work I :

a. Earthwork:

Since, this is new alignment & no existing road available, embankment (95%PD) is considered & being in the vicinity area of Creek, the FRL of road have been kept above the HFL of Motagaon- Mankoli Bridge i.e. 6.184m (MSL).

b. Retaining Structures:

RCC and/or Gabion Retaining wall is proposed for retaining Earthwork at the location of high embankment.

c. Ground Improvement:

Since the Road alignment passes through slushy area, Provisional items of Geotextile, Tx grid for mechanically soil stabilisation and optimisation has been considered for ground improvement based on the Expert Report.

d. Storm water Drain:

For discharging storm water from road surface, 1.1 meter wide storm water drain is proposed along the edge of DP road. Constructing SWD with footpath above it along both side ROW may help defining ROW edge & to avoid probable Encroachment. Cross-section of said SWD is finalised based on Hydraulic designed prepared & enclosed.

e. Pavement:

Based on the pavement Design, Crust is considered as follows:

GSB	-	300mm
WMM	-	225mm
DBM	-	50mm+50mm+50mm
BC	-	50mm

f. Traffic Management:

Steel portable Barricades, solar blinkers /warning lights, safety cons & studs, smart flagman for traffic management & regulation during construction.

g. Bus Bay:

Total - 2 No's of bus bay @ one on either side have been considered.

h. Traffic Signage's :

The traffic signage's such as Information sign board, Cautionary sign Board, Regulatory sign boards, lane painting, Zebra painting , W-beam crash barrier at high embankment sections, high-density cat eyes studs, boundary stone, 5th

Km stone, Ordinary km stone, 200m Stone and two no's of gantries have been considered.

i. Culverts & Bridges:

09 No's of Hume pipe Culverts (1Nos x 1200mm), 03 No's Minor bridges, 03 No's Box culvert (1.5M x 1.5M) considered for constructing at Grade Road over Existing streams as per the profile of the road.

j. Grade separator Structures:

Since this is a new link & full development in the adjacent locality is yet to happen, it is decided only road link be developed at first stage and grade separated structure at any junction to construct at later stage as per the prevailing situation. One Vehicular underpass has been considered as a provision, if decided to be executed.

v. Provisions for Stilt Road as Work II :

The preliminary design is prepared by consultant through structural Designer. Design note is enclosed. Based on it, following technical provisions are made.

Sr. No	Particulars	Provisions
1)	Spanning Arrangements	Main Stilt Bridge (P10 to P67): 57 Nos of spans @ 34.60m c/c. Approach Ramp viaduct (P1 to P10 & P67 to P81): 20 spans @15.00 m c/c
2)	Width of structure	20.80m (Carriageway 2 x 7.00 (+) level footpath 2 x 2.45 (+) Crash barrier 2 x 0.45 (+) Median verge 1 Mtr.)
3	Obligatory provisions	Generally as shown in the drawings in Vol. IV. In any case, the structure should be erected bypassing any existing water stream/ existing structure.
4	Loadings from Utilities	100kg/m
5	Loadings from Wearing Course	200 kg / Sqm
6	Temperature Condition	Moderate
7	Exposure Condition for Durability	Extreme condition for Foundations & Substructures & Very Severe for Superstructure works.
8	Design speed	For structural Design 80 kmph on straight as well as on horizontal curved portions of the Viaduct. For geometric Design 80 kmph on

		straight portion and curves as per IRC provisions with available radius of curvature and maximum super elevation of 4%
9	Anti-Corrosive Treatment	<p>Irrespective of exposure condition, treatment for -</p> <ul style="list-style-type: none"> • Reinforcement (HYSD/TMT) of Foundation, Sub & Super Structure works (All PSC/RCC works) is mandatory - as per IRC 112-2011. • For Concrete works of Sub & Super Structure - Anti carbonation treatment as per SP 10 of Vol.-III • For Structural Steel as per SP 11 of Vol.-III • For MS Liner as per latest IRC 24 • For Concrete surface of Retaining earth structure (contact with soil / below G.L.) - Coal Tar Epoxy. • For MS Liner as per latest IRC 24 <p>For Concrete surface in contact with soil / below GL - Coal Tar Epoxy.</p>
10	Durability Criteria	As per relevant provisions of latest version of IRC - 112, for "Extreme & Very Severe" exposure condition. Irrespective of exposure condition treatment to all reinforcement is mandatory for sub structure only.
11	Foundation:	
i)	For Stilt Bridge	1200mm Dia Piles up to Pier cap
ii)	For Stilt Ramp via duct:	1200mm Dia Piles Below slab.
12	Sub structure	Since clear height of stilt bridge is minimum ranging from 1.5 average to 2.5 m average, Piles are proposed directly up to pier cap, sub structure (Pile Cap) is eliminated except for Abutment and Retaining wall.

13	Superstructure	Main Stilt Bridge (P10 to P67): Deck slab resting on Pre-stressed I Girder(7nos) Approach Ramp viaduct (P1 to P10 & P67 to P81) & P67 to P81): Deck slab resting directly on piles.
14	Bearing:	POT-PTFE type bearing over pedestal of M-40 grade concrete.
15	Expansion Joints:	Strip Seal type Expansion Joint at every 3 rd span (103.00 m interval)
16	Crash barrier	RCC Crash barrier.
17	Wearing course	Mastic asphalt: 6mm thick Dense Bituminous Macadam: 150mm thick in 2 layers Bituminous Concrete: 50 mm thick. (Items included in Work I estimate)

18	Design Criteria	<ol style="list-style-type: none"> 1. The bridge shall be designed for 2-lanes of I.R.C. class a loading or single lane class 70-R loading whichever produces worst effects. 2. Provision of water-spouts shall be made as per M.O.R.T.&H. type design with 150 mm. Diameter pipes and necessary arrangement for draining rain water away from pedestal & bearing. 3. Back filling materials should confirm to CL. 305.2 of MORT&H specification (5th rev) 4. It is proposed to have the minimum embedment of 2D in hard rock for pile foundation. 5. Adequate weep holes shall be provided in abutments, riding returns, box returns at not more than 1000 mm. horizontally and vertically and regularly staggered. 6. The angle of repose shall 30 and the angle of wall friction shall be taken as 2/3 of ϕ. Buoyancy has been considered as 100%. 7. The bridge lies in seismic zone III with importance factor 1.0. 8. The required camber in the deck surface should be achieved by adjusting top slab and pedestal thickness (keeping minimum thickness of slab). The thickness of wearing coat shall be uniform. 9. The anti-corrosive treatment shall be of CPCC type. 10. All reinforcement shall be HYSD confirming to is 1786 FE 500 11. Minimum clear cover to any reinforcement shall be as per codal provision. 12. Minimum grade of concrete for various components is as follows. <ol style="list-style-type: none"> a. PSC Precast I- Girder - M55 b. Parapet/ACB/Kerb/Pile /Pile Cap - M35 c. Pedestal - M55 d. Pier/Pier cap/Abutment - M35 e. Open Foundation/ Pile/ Pile Cap - M35 f. Median - M35 g. PCC Levelling Course - M15
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vi. Street Illumination Work:

a.	Street poles	
i	At Grade Road (45.00 m wide)	One GI street Pole with one Bracket at footpath edge on both side & One street pole with two brackets at median verge 32 m C/c in staggered manner.
ii.	Stilt Road (20.80 m wide)	One GI street Pole with two brackets at median verge 25 mtr. C/c.
	Electric Power supply	transformers are to be provided at a distance of about 1km with electric tapping cable from nearest power source
<i>Note: The work of street illumination is included in the estimate of Work 1</i>		

vii. The balance scope of Segment-IV (length, which was not completed due to hurdle, pending land acquisition, non-shifting of utilities, etc.) are also proposed under Segment-III construction contract and part of construction.

II. FORM OF CONTRACT

Percentage Rate Remuneration

III. FORM OF CONTRACT Percentage Rate Remuneration

This CONTRACT (herein after called the "Contract") is made the ___th day of the month of..... **2022**, between, on the one hand,Engineer-In-Chief/Chief Engineer, MMRDA (herein after called the "Employer") which expression shall, unless it be repugnant to the context or meaning there of, be deemed to include its successor or successors and assignee or assignees of the FIRST PART and, on the other hand, (M/s) (herein after called the "Consultants") of the SECOND PART.

WHEREAS

- (a) The Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) The Consultants, having represented to the Employer that they have the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract for carrying out Services for preparation of Detailed Project Report, preparing draft tender documents, assisting in inviting tenders for appointment of the agency for the construction of work and supervision During Construction and DLP period i.e. technical supervision, monitoring quality assurance and other allied services including issuance of working drawings for completion of work, project management & proof checking of the Contractor's designs for the proposed work.

NOW THEREFORE the parties here to hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (here in after called "GC");
 - (b) The Special Conditions of contract (here in after called "SC");
 - (c) The following Appendices:

Appendix A:(Terms of Reference) Description of the Services

Appendix B: Reporting Requirements

Appendix-C: Key designations and minimum supporting staff – consultants
professional Staff

Appendix D: Consultancy fee and payment schedules

Appendix E: Services and facilities provided by the Employer

Appendix F: Form of Guarantee for advance payments

Appendix G: Corrigendum's/modifications/corrections, CSD as per pre-bid meeting, Letter of intent, Letter of acceptance, Work order Letter of power of attorney etc.

Appendix H: Alignment and cross section drawings.

2. The mutual rights and obligations of the Employer and the Consultants

- shall be asset forth in the Contract, in particular:
- (a) The Consultants shall carry out the Services in accordance with the Provisions of the Contract; and
 - (b) The Employer shall make payments to the Consultants in accordance with the Provisions of the Contract.
3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) herein above, the documents shall be interpreted in the following order of precedence:
- a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
 - b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
 - c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
 - d) the Appendices shall subject to each of the Contract, SC and the GC
 - e) Any decision of the Employer in relation to the priority of documents shall be final and binding upon the Consultant.

IN WITNESS WHEREOF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written. The----- (in numbers and words) ----- percentage of estimated project cost of Rs----- /- mentioned in Detailed Tender Notice for, Project Management Consultancy Services for the work of Project Management Consultancy Services for the work of Construction of Kalyan Ring Road Segment – III (CH- 07/000 to 12/860 Km). from Motagaon Bridge upto Govindwadi Road. Bid of the Consultant M/s_____ is approved by MMRDA on the above conditions.

FOR AND ON BEHALF OF

MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

()

MMRDA

FOR AND ON BEHALF OF CONSULTANT

()

M/s

(By Authorized signatory)

Note:- The above Format of Agreement is indicative and can be modified while entering into the agreement.

III. GENERAL CONDITIONS OF CONTRACT

III. 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:

1.1.1 “Applicable Law” means the laws and any other instruments having the force of law in India;

1.1.2 “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached together with all the documents listed in Clause 1 of such signed Contract;

1.1.3 “Effective date” means the date on which this contract comes into force and effect pursuant to clause GC2.1;

1.1.4 “Employer” means MMRDA represented by Metropolitan Commissioner.

1.1.5 “Engineer in charge” will be Chief Engineer/Engineer-In-Chief, MMRDA or any other officer designated by the Employer for the project.

1.1.6 “GC” means these General Conditions of Contract;

1.1.7 “Government” means the Government of India / Government of Maharashtra.

1.1.8 “Local currency” means the currency of the Indian Government;

1.1.9 “Detected.

1.1.10 “Party” means the Employer or the Consultants, as the case may be and Parties means both of them.

1.1.11 “Personnel” means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part hereof.

1.1.12 “SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

1.1.13 “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;

1.1.14 “Sub-consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7; and

1.1.15 “Third Party” means

1.1.16 any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Employer and the Consultants. The Consultants, subject to this Contract, have complete charge of Personal and Sub- consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

1.6.1 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 at the address specified in the SC.

1.6.2 Notice will be deemed to be effective as specified in the SC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.6.2.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A (Terms of Reference) hereto and, where the location of a particular task is not so specified, at such locations, whether in Jurisdiction of Mumbai Metropolitan Region, as the Employer may approve.

1.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SC to act on their

behalf in exercising the entire Consultants' rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

1.9 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

2. Commencements, 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") notice to proceed with the work to the contractor of the work issued by MMRDA and instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to become Effective

If this Contract has not become effective within such time after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services from the date of work order.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time after the Effective Date as shall be specified in the SC.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound or be liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modification

Modification 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. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by other Party.

2.7 Force Majeure

2.7.1 Definition

- a) For the purpose of this Contract, "Force Majeure" means an event which is beyond the 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 disorders, 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 (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, not (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or over come in the carrying out of its obligations here under.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required here under

2.7.2 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.

2.7.3 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 fourteen (14) days falling the occurrence of such events, 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.

2.7.4 Extension of Time

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

2.7.5 DELETED.

2.7.6 Consultation

Not later than thirty (30) days after the Consultants, 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.

2.8 Suspension

The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations 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 Consultants to remedy such failure within a not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Employer

The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (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 GC 2.9.1 terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 herein above, within thirty (30) days of receipt of such notice of suspension or within such further as the Employer may have subsequently approved in writing;

- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debtor take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (e) if, as the result to Force Majeure, the Consultants are unable to perform material portion of the Services for a of not less than sixty (60) days; or
- (f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Consultant, in the judgment of the Employer has engaged incorrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the employer, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.

2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2 terminate this Contract:

- (a) if the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within sixty (60) days after receiving written notice from the Consultants that such payment is over due;
- (b) if the Employer 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 as the Consultants may have

- subsequently approved in writing) following the receipt by the Employer of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a of not less than sixty (60) days; or
 - (d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3 Cessation of Rights and Obligations

Up on termination of this Contract pursuant to Clause GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- a) Such rights and obligations as may have accrued on the date of termination or expiration;
- b) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- c) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 (ii) hereof; and
- d) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clause GC 2.9.1 or GC 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clause GC 2.9.1 or GC 2.9.2 hereof, the Employer shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Employer).

- a) such rights and obligations as may have accrued on the date of termination or expiration;
- b) Remuneration pursuant to Clause GC 6 hereof of Services satisfactorily performed prior to the effective date of termination.
- c) Reimbursable expenditures pursuant to Clause GC 6 hereof for

expenditures actually incurred prior to the effective date of termination;
and

- d) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (c) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute settlement pursuant to Clause GC 8 hereof.

3.0 Obligations of the Consultants

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with general accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contractor to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contractor the Services and, subject to Clause GC 3.2.2 hereof, the

Consultants 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 Consultants shall use their best efforts to ensure that any Sub-consultants as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 DELETED

3.2.3 Consultants and affiliates not to engage in certain activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, 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 any project resulting from or closely related to the Services.

3.2.4 Prohibition of conflicting activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants 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 the Employer's business or operations without the prior written consent of the Employer.

3.4 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.5 Insurance to be taken out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against their risks, and for the coverage, as shall be specified in the SC, and (ii) at the Employer's request, shall provide

evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred in the SC); (ii) Shall permit the Third Party technical inspection by agency appointed by MMRDA, (iii) shall permit the Employer or its designated representative and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

3.7 Consultants' actions requiring employer's prior approval

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

- (a) appointing such members of the Personnel as are listed in **Appendix C** (Key designations and minimum supporting staff 'Consultants' Sub-consultants' Key Personnel")
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- (c) Any other action that may be specified in the SC.

3.8 Reporting Obligations

The Consultants shall submit to the Employer the reports and documents specified in **Appendix B** hereto, in the form, in the numbers and within the time s set forth in the said Appendix.

3.9 Documents prepared by the Consultants to be the property of the Employer.

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Employer under this Contract shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this

Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultants may retain copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment and materials furnished by the Employer.

Equipment and materials made available to the Consultants by the Employer, or purchased by the Consultants with funds provided by the Employer, shall be property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

4. Consultants' personnel and sub-consultants

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services as specified in Chapter V Appendix- A. ***Broad qualification and experience requirement for key professional Staff for Period.***

4.2 Description of personnel

- (a)** The titles, agreed job descriptions, minimum qualification and estimated of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the employers his/her name is listed as well.
- (b)** If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated engagement of Key Personnel set forth *in Appendix C* may be made by the Consultants by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract. Any other such

adjustments shall not be made without the Employer's written approval.

- (c)** If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated of engagement of Key Personnel set forth in **Appendix C** may be increased by agreement in writing between the Employer and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.3 Approval of personnel

The Key Personnel and Sub-consultants listed by title as well as by name in **Appendix C** as hereby approved by the Employer. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the employer for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government). If the Employer does not object in writing (stating the reasons of the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Employer.

4.4 Working hours, overtime, leave etc.

- (a)** Working hours and holidays for Key Personnel are set forth in **Appendix C** hereto. To account for travel time, foreign Personnel carrying out Services inside India shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival(or after their departure from).
- (b)** The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and / or replacement of personnel

- (a)** Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of

the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

- (b)** If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c)** Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
- (d)** After award of contract the Employer expects all of the proposed key personnel to be available during implementation of the contract. The Employer will not consider substitutions during contract implementation except under exceptional circumstances. For the reason other than death/ extreme medical ground **(i)** for total replacement up to 25% of key personnel, remuneration shall be reduced by 10% **(ii)** for replacement between 25% to 50%, remuneration shall be reduced by 15% **(iii)** for replacement beyond 50% of the total key personnel, the Employer may initiate debarment proceedings so as to debar such consultant for future projects of MMRDA for a period of 9 months to 18 months. If, for any reason beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement a person of equivalent or better qualification and experience.

4.6 Deleted

5.0 Obligations of the Employer

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall:

- (a) assist the Consultants, Sub-consultants and Personnel with such documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services.
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry documents required for their stay in India.
- (c) DELETED
- (d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purpose of the services or for the personnel use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the personnel in the execution of the services; and
- (g) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land

The Employer warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increase or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, facilities and property of the Employer

The Employer shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in **Appendix E** at the times and in the manner specified in said **Appendix E**, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter

5.5 Payment

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

5.6 Counterpart Personnel

- (a) If so provided in Appendix E hereto, the Employer shall make available to the Consultants, as and when provided in such Appendix E, and free of charge, such counterpart personnel to be selected by the Employer, with the Consultants' advice, as shall be specified in such Appendix E. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants, which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.
- (b) Deleted.

6.0 Payments to the Consultants

6.1 Cost Estimates /Ceiling Amount

- (a) An estimate of the cost of the Services payable in local currency is set forth in **Appendix D**.

- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1 (c), payments under this Contract shall not exceed the ceilings in local currency specified in the SC. The Consultants shall notify the Employer as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Not with standing Clause GC 6.1 (b) hereof, if pursuant to clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local currency shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Employer shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2 (b), and (ii) reimbursable expenditure as set forth in Clause GC 6.2 (c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.3 (b)

6.3 Currency of Payment

- (a) DELETED
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

- (a) DELETED.
- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the of the Services, the Consultants shall submit to the Employer, in duplicate, itemized statements, accompanied by copies of receipted invoices of the amounts payable pursuant to Clauses GC 6.3 and

6.4 for such month. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

- (c) The Employer shall cause the payment of the Consultants as given in schedule of payment above within sixty (60) days after the receipt by the Employer of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date. The final payment under this Clause shall be made only after the satisfactory completion of respective activity and as per the stages mentioned in the Billing Schedule.
- (d) The final payment under this Clause shall be made only after the final report and a final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) day, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this clause in excess of the amounts actually payable in accordance with the provisions of this contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

(e) All payments under this Contract shall be made to the account of the Consultants specified in the SC.

(f) Interest on delayed payments: NIL

7.0 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 his 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 dispute subject to arbitration in accordance with Clause GC 8 hereof

8.0 Settlement of Disputes

8.1 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.

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

IV. SPECIAL CONDITIONS OF CONTRACT

IV. SPECIAL CONDITIONS OF CONTRACT

Number of GC

Clause

A. **Amendments of, and Supplements to, Clauses in the General Conditions of Contract.**

1.1 "Government" means the Government of India / Government of Maharashtra.

1.2 The language is: English

1.3 The address is:

a) **Employer:** Metropolitan Commissioner

Mumbai Metropolitan Region Development Authority (MMRDA), E-BLOCK, Bandra-Kurla Complex, Bandra (East), Mumbai- 400 051.

E-mail: chiefengineer2@mailmmrda.maharashtra.gov.in

b) Consultants:

.....
.....

Fax:

E-mail:

1.4 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telegrams, 24 hours following confirmed transmission; and
- (c) in the case of facsimiles, 24 hours following confirmed transmission.

1.5 The Authorized Representatives are:

For the Employer: 1) Chief Engineer/ Engineer-in-Chief, Engineering Division, MMRDA

For the Consultants : 1) Shri.....

1.6 The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.2 **Termination of Contract for Failure to become Effective:**

The time shall be 45 days.

2.3 **Commencement of Services:** The time shall be 7 days.

2.4 **Expiration of Contract:** The time of contract shall be approximately 3 Months for Detailed Project Report, Bid process and for contractor appointment, 36 months for Construction Supervision phase plus Variation Period (\pm 3 Months) and Defect Liability of 60 months.

3.0. Limitation of the Consultants liability towards the Employer.

- (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the party of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to their Employer's property, shall not be liable to the Employer:
 - (i) For any indirect or consequential loss or damage; and
 - (ii) For any direct loss or damage that exceeds
 - (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or
 - (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

4.0 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the of consultancy.
- (b) Third Party liability insurance with a minimum coverage, of Rs. 5.00 Lakhs for the of consultancy.
- (c) Professional liability insurance, as mentioned in Clause 3.4 (a) (ii) above, with a minimum coverage equal to estimated remuneration and reimbursable.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

4.1 Working hours, overtime, leave etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, foreign Personnel carrying out Services inside India shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival (or after their departure from).
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as

specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

5.0 The other actions are:

(i) Taking any action under a civil works contract designating the Consultants as "Engineer", for which action, pursuant to such civil works contract, the written approval of "Employer" is required.

5.1 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

5.2 The person designated as Team Leader in Appendix C, shall serve in that capacity as specified in GCC Clause 4.6.

6.1. (b) The ceiling in local currency is the standard fee prescribed in the Appendix-D

6.2. (a) (ii) Nil

6.2 (b) (i) (1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Employer, once the applicable salaries and allowances are known.

(2) Remuneration for period of less than one month shall be calculated on an hourly basis for actual time spent in the Consultants' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

(ii) The rates for local Personnel are set forth in Appendix D.

6.3(b) (i) Remuneration for local Personnel shall be paid in local currency.

6.4 (a) Deleted

6.4 (e) The interest rate is: **Nil**

6.5 Disputes shall be settled in accordance with the following provisions:

- a) If a dispute of any kind whatsoever arises between the Engineer-in-charge (Chief Engineer/Engineer-in-Chief) and the Consultant in connection with, or arising out of, the Contract or the scope of the work, whether during the study or after completion of the study and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, instruction, determination, certification or valuation of the Engineer In charge, the matter shall be in the first place, be referred in writing to the **Engineer –In-charge** within 30 days of its occurrence for a copy to the Employer. If the Consultant fails to refer the dispute for review within 30 days, the Engineer In charge's decision shall be final and binding on the Consultant. Such reference shall state that it is made pursuant to this Clause. No later than the fourteenth day after the day on which he received such reference, the Engineer In charge shall give notice of his decision to the Employer and the Consultant. Such decision shall state that it is made pursuant to this Clause.

Notwithstanding the arising of any dispute, unless the Contract has already been repudiated or terminated, the Consultant shall, in every case, continue to proceed with the work with all due diligence and the Consultant and the Engineer In charge shall give effect forthwith to every such decision unless and until the same shall have been revised, as herein after provided.

- b) If either the Consultant disagrees with the decision of the Engineer In charge, the decision shall then be referred by the Consultant, within 30 days of the decision of the Engineer In charge to the Metropolitan Commissioner. The decision of the Metropolitan Commissioner shall be final and binding on the consultant.

V- APPENDICES

Appendix-A

Terms of Reference

1. Introduction:

MMRDA is implementing Extended Mumbai Urban Infrastructure Project, which contemplates improvement of transportation system of the Mumbai Metropolitan Region and development of the infrastructure in Mumbai Metropolitan Region. These include widening of roads, construction of new roads/ bypass, improvements of the roads, widening/ reconstruction of bridges, underpass, flyovers, skywalks, ROBs, Subways, Elevated Road, etc. MMRDA invites Bids Quality and cost basis for the “Project Management Consultancy Services for the work of Construction of Kalyan Ring Road Segment – III, (CH- 7/300 to 14/100 Km.) from Motagaon Junction to Durgadi Bridge. Scope of the said construction work is as follows:

The proposed Kalyan Ring Road is a new link and part of D.P. Kalyan Ring road. The same is being executed in 7 segments under 3 stages. The work of ‘4’ segments as below is in progress :

- Segment IV:CH 14/100 Km to 18/200 Km Durgadi Bridge to Gandhare Bridge
- Segment V:CH 18/200 Km To 26/605 Km- Gandhare Bridge Junction to Manda Junction
- Segment VI:CH-26/605 Km. to 29/700 Km- Manda Junction to Titwala Junction
- Segment VII:CH 29/700 Km to 30/300 Km Titwala Junction to SH- 35- SH-40

Now, the work of Construction of Kalyan Ring Road Segment – III, (CH- 7/300 to 14/100 Km.) from Motagaon Bridge to Govindwadi Bypass Road is proposed for execution for which Bid for Project Management Consultancy is being invited under this document. The balance scope of Segment-IV (length, which was not completed due to hurdle, pending land acquisition, non-shifting of utilities, etc.) are also proposed under Segment-III and part of construction. The responsibility of Project Management Consultant shall be as detailed in the Appendix A - Terms of Reference (TOR) of Section-V primarily consist of the following activities but not limited to;-

This assignment will be further divided into three phases:

PhaseI:	Detailed Project Report and Bid Process Management including Detailed design of Structure– approximately 3 Months.
PhaseII:	Issuance of working drawings duly proof checked from third party, Day to Day Supervision, Close monitoring the Progress, Quality & Safety Assurance during Construction Period and certification of structural stability- 36 Months Construction supervision (including monsoon)
Phase III	Periodical Inspection of the work & monitoring the defects and getting it rectified through construction Contractor during Defect Notification Period.– 60 Months

Phase-1 Detailed Engineering and Bid Process Management

(a) Detailed Project Report (DPR): The consultant shall review the Detailed Project Report prepared earlier & update it with respect to current adjacent developments or prepare new Detailed Project Report of subject work that shall include but not limited to, feasibility, detailed design for road, flyover/stilt/elevated road, minor bridges, pavement, cross drainage structures, VUP and detailed working drawings, detailed cost estimates, Project affected Tree survey & preparation of proposal for cutting/Transplantation and Compensatory plantation, Traffic management plan, Pedestrian facility works, utility survey & its mapping and its shifting proposal along with its cost estimates and any other essential related activity.

(b) Bid Process Management

The consultant shall prepare the bid documents, as deemed suite for the combination of proposed work and tender drawings based on the codes / guidelines / stipulations laid down by the authorities and with respect to current adjacent developments. The documents & drawings shall be adequate and complete to enable the implementing authority to seek bids for the construction of the works in accordance with the NHAI/MoRTH/Government of Maharashtra Standard procurement procedures.

- Consultant shall arrange and assist MMRDA for pre-bid meeting and to prepare pre-bid replies raised by the contractor during pre-bid meetings.
- Consultant shall assist MMRDA for evaluation of submitted bids and in preparation of bid evaluation report.
- Consultant shall assist MMRDA to choose preferred bidder and for the issuance of workorder to the selected bidder.
- It is possible that work might be decided to execute in more than one contract. In such case, bid process shall be done for more than one contract. All such processes shall be included in consultant's scope without any additional remuneration for the same.
- In case bids invited for contractor appointment gets cancelled for any reasons and retendering is required, the consultants shall do bid evaluation for retender process without claiming any extra charges for the same.

Phase-2 Project management & Supervision Phase

- i. Detailed design & its proof checking from IIT or VJTI or equivalent organization, issuance of working drawings and Project Management supervision Consultancy Services in

Construction and DLP Period i.e. technical supervision, monitoring quality assurance and other allied services, Rehabilitation & Resettlement work including preparation of designs of structures and issue of working drawings for flyover/underpass/bridges/culverts its approaches, roads and other structures, development of SWD and Footpath, implementation of Traffic improvement plans, minor CD works, shifting of all utility works, Trees, forest approval, CRZ approval etc. The structural design prepared by PMC shall be got proof checked through independent proof consultant. This independent proof consultant shall be appointed by PMC with prior approval of Employer. The fee towards this task shall be deemed to be included in the quoted fee.

- ii. The Consultants may, if they wish, hire services of other consultants / sub-consultants in order to enhance their capability/capacity. They may also hire the services of suitably qualified and experienced key professional staff (ensuring their availability for the project duration) to enhance the quality of the team, if such staff is not readily available within their own organization. However, majority of the key professional staff should be permanent employees of the consultants.
- iii. Study data / drawings / geotechnical investigations carried out by MMRDA/through the Contractor for the work/through consultant appointed for this purpose.
- iv. Survey and supervision on Project Contractor's investigation including geotechnical investigation including but not limited to setting out, benchmarking etc.,
- v. Monitoring all testing activities and any other activity in accordance to the specifications connected with the construction and completion of the bridge.
- vi. Periodical inspections of Bituminous Road & other Project related structures and other executed works during construction and Defect Liability Period of 2 to 5 years (2 years for flexible pavement and 5 years for rigid pavements & structures from the issue of sectional completion certificate/Taking over certificate /Substantially sectional completed road put into use.and reporting thereof and getting corrected the same through contractor).
- vii. All works and liaisoning related to preparing proposals & obtaining permissions, NOCs from Concerned Statutory Authorities namely Forest, MMB, KDMC, Railway, Collector Thane , Traffic Police or any other statutory bodies.

- viii. Periodical reporting, preparation/ Scrutiny & recommendation of bills and assisting in resolving dispute/claims submitted by Contractor etc.
- ix. Road Safety audit as per Supreme Court Order vide Government of Maharashtra, Public Works Department Government Resolution dated 27/02/2017 & 28/02/2017.
- x. The Scope of ToR also includes:-
 - a) Evaluation of Tolling System Installed with respect to desired requirements.
 - b) Improvement of existing semi-automatic toll collection system.
 - c) Evaluation of the functionality and fit-for-purpose of the Toll collection system.
 - d) Revenue optimization and Leakage Control.
 - e) Manpower Management.
 - f) Verification of the traffic data and revenue generated by the Toll Collection system.
 - g) Collection Audit.
- xi. The PMC shall also responsible for preparation of project contract documents and concession agreement and develop conceptual plans for tolling on the KRR including introduction of modern state-of-the-art Highway Traffic Management Systems Assisted in the development of a project BOQ, project procurement and contract documents. PMC shall also prepare financial analysis and cash flow statement report to enable Employer to bid out the balance connectivity of KRR project on a BOT basis.

2. Objective of the Consultancy:

The objectives of the consultancy are to

- i) Design of structures & Issuance of working drawings duly proof checked with modifications/ corrections by offering remarks.
- ii) To carry out Project Management and Construction Supervision including DLP for work as mentioned above.
- iii) Assist MMRDA in `Inviting the bids for appointing contractor(s) for work execution.
- iv) Setting out works, preparation of Design mix and Job Mix formula for flexible / rigid pavement, structural components and approval of all mix designs for concrete works conducting quality control in house test, witness in gall tests conducted in approved laboratories as per norms fixed by the MMRDA
- v) Scrutinize construction & erecting methodology for the construction work

- submitted by Contractor & approve the same with preserving surrounding Environment as per the directives of Statutory Authorities namely KDMC, MMB, Forest, Traffic Police etc with necessary safety measures, Supervision, recording all measurements, preparation of running account bills & final bills and approval of all As Built Drawings, Issue of structural stability certificate etc.
- vi) Scrutinize construction & erecting methodology for the construction work submitted by Contractor & approves the same with preserving surrounding Environment with necessary safety measures, Supervision, recording all measurements, preparation of running account bills & final bills and approval of all As Built Drawings, Issue of structural stability certificate etc.
 - vii) Construction supervision, Project Management, Quality Control and Assurance during the implementation of works.
 - viii) Ensure that high quality construction is achieved, and all works are executed in full compliance with the Engineering Design, technical specifications, Environmental requirements as per Rules & regulation and other stipulations of the contract documents and within the specified time.
 - ix) Liaisoning, co-ordination and obtaining all approvals & clearances from the Govt./semi. Govt/ private bodies, TMC, Central Rly., MSEDCL MJP, Police, Traffic Police, Local Bodies etc. Attending meetings with Govt./Semi. Govt/private bodies.
 - x) Vetting of the structural stability proposal submitted by the bridge contractor and submission with certification to the Employer.
 - xi) All work related to proper performance, functioning of the subject work.

3. Scope and detailed Tasks under Phase-I :

Under the Phase-I the consultants shall design the Road Profile & its structure, Bridges /Flyovers/underpass etc. including earth retaining structure in any meance, CD works/culverts etc, perform its proof checking and issue working drawings to the contractor, preparing Hydraulic calculation & design Road side SWD, Cross culverts/ Bridges over water flows crossing Kalyan Ring Road the construction supervision and Project Management responsibilities. The consultants shall supervise the work to be executed by the Contractor appointed by MMRDA under and as per the directives of the Engineer-in-charge of MMRDA. The

tasks under this Phase are described below:

3.1 The Works: The supervision work generally include for following construction activities:

- i. Setting out the road alignment as per the KDMC DP alignment, taking initial levels and levels of relevant items etc.
- ii. Bituminous Road, construction alignment and its approaches and other structures, development of SWD and Footpath, Culverts, Minor bridges, implementation of Traffic improvement plans, minor/ Major CD works, shifting of all utility works, Trees, Preparation & getting approval of Forest & CRZ etc. Reviewing & Re-Designing Road profile, Raising/Lowering of the carriageway in stretches streamline road gradients
- iii. Stabilizing of embankments. Improvements to geometrics and improvements to or replacement of cross drainage structures.
- iv. Preparing Hydraulic Data, Replacement & improvement of C.D works, minor bridges, if any.
- v. Traffic safety features including traffic control & diversion during construction
- vi. Road signages & lane markings
- vii. Environmental protection & Safety measures
- viii. Slope stability measures.
- ix. Strengthening, relocation, shifting of affected utility services
- x. Construction of footpath, median & side kerb, SWD etc.
- xi. Construction of C.C./ R.C.C. Retaining Walls /Reinforced earth structures etc.
- xiii. Road furniture.
- xiv. Street lighting & electrical work.
- xv. Landscaping.
- xvi. Carrying out road safety audit as per the directives of Supreme Court. vide Government of Maharashtra, Public Works Department Government Resolution dated 27/02/2017 & 28/02/2017.

3.2 Geo-technical and Materials Investigations: The Consultant will review existing soils and materials studies & reports for the area of the scheme. The Consultant will then determine what additional investigations are required for the sound design of the works, arrange and undertake all necessary soils and materials investigations through Contractor appointed by MMRDA for the subject work. The investigations are likely to include, but will not be limited to:

- i) Bore hole investigations at bridge sites; all bore holes shall be marked with reference to survey control points on plan and in elevation.
- ii) Tests (trial pits and or bore holes as necessary) at regular intervals along the line of the selected road section; The required number of tests on the bored materials shall be defined with the consultation of the employer;

- iii) Pavement tests on existing roads where traffic management works are proposed to determine the need to strengthen the existing roads for works on the surrounding road network;
- iv) Drainage tests are required; if any.
- v) Any other geo-technical investigations to determine the design of embankments, deep cuttings (slope stability investigations etc.) and so on;
- vi) Any other investigations necessary for sound design of the works. An expert geologist, with qualifications and experience acceptable to the employer, will be part of the Consultant team and will confirm the safe bearing capacity at various locations;
- vii) Samples from the various tests will be subject to appropriate laboratory analysis to determine strength and settlement parameters for highway design.

3.3 Materials Investigations: The Consultant will check the availability of construction materials such related to road works, aggregates for concrete, for pavements etc. Suitable samples from borrow areas will be collected for laboratory testing. Suitability or otherwise of materials available at quarries and extraction sites shall be established. Similarly, the quantities of materials likely to be available from such quarries or extraction sites, and the haul distances, shall be defined. A working report will be prepared as output, which details the investigations, findings and recommendations.

3.4 Geometric Designs of selected road section: Based on the geo-technical investigations and the designed traffic configuration, the Consultant shall verify & prepare/ recommend the geometric designs/ Road profile with scheme that can be set out, vertically and horizontally, on site for construction for the proposed bridge section properly with precision. The design & suitable methodology will be presented on plans at a scale of, at least, 1:500 but at larger scales, if necessary, at complex locations. The plans will show, but will not be limited to, full details if:

- i) Horizontal alignment including all radius, control points, tangent points etc.
- ii) Vertical alignment including all vertical curves etc.
- iii) Intersection & Interchanges on selected road/bridge section.
- iv) Traffic management measures on supporting and surrounding road network (see below); and
- v) Cross sections at 5 meter intervals;

3.5 Construction Design and Plans: Designs (with full technical supporting information and justification) and plans are required which show all construction details including:

- i) road pavements & profile design;
- ii) earthworks and substructure of culvert
- iii) road and footpath drainage;
- iv) street lighting, landscaping;

- v) traffic management measures, traffic control and safety devices;
- vi) structures

Note : Separate studies are being undertaken for LRT/MRT and Metro Network in Greater Mumbai / or Mumbai Metropolitan Region. The consultant should ensure that the structures under Extended MUIP do not frustrate the above projects and consultants should integrate the two projects as far as possible.

3.6 Structures including Flyovers/Viaducts/Underpass/Culvers/Retaining Walls etc.: The Consultant will establish design standards for all structures and will undertake their design. Where necessary, alternative construction methods will be evaluated to reduce the construction period and minimize disturbance to the existing traffic flow during construction. The Consultant will establish, in consultation with the appropriate agencies such as Indian Railways etc, their design requirements. The IRC 6 (with latest amendments) shall be referenced for loading for the design of bridges, culverts, retaining walls, underpasses, tunnels etc.

3.7 Utilities: The Consultant shall prepare & update plans, which show the location of existing underground and above ground public utilities. These plans shall show the works proposed for diversion or replacement under the contract. To prepare the plans for diversion of existing utilities or new works, the Consultants shall consult with utility and other agencies in the affected area, consult records and visually survey the site. It is expected that not all utility lines may be well recorded and hence to ensure that the work proceeds smoothly, contract documents shall provide additional provisional sums (apart from anticipated / known work) for the relocation of un-recorded utilities and for increased scope of work done because of improperly recorded services which may be affected by the selected road alignment. The Consultant shall prepare a report identifying and covering various utilities, which are likely to be installed in the near future so as to enable MMRDA to prepare a co-coordinated plan for simultaneous implementation with the road /flyover/underpass construction wherever possible.

3.8 Environment Works: The Consultant will prepare proposal, coordinate, make follow up for obtaining NOC from Forest & Environmental Department, & provide all assistance to MMRDA for integrating environmental treatment into the design , the conditions prescribed by KDMC/MoEF/Collector/Railways or any other statutory authority with necessary compliance to mitigate adverse effects during construction and commissioning on people and properties. Thus, the design could include more conventional treatment such as planning, treatment of verges, and good pedestrian connections across selected road section if justified, other landscaping etc.

3.9 Tree Cutting: The consultant shall identify the trees within the proposed Right of Way (ROW) which are required to be cut/ transplanted during the construction phase of the project and number the same. The consultant shall identify such trees by type girth and its distance from the centre line of the proposed road (or centre line of the existing road) and prepare a tree cutting proposal for submission to Tree Authority of KDMC etc. The consultant shall obtain approval for the proposal after necessary compliance to the remarks made by Tree Authority. Deposit for the trees to be cut shall be paid by MMRDA or reimbursed to Consultant/ Contractor if paid by them. Requirement of compensatory plantation in lieu of the trees to be cut shall be prepared following the norms and practices of Tree Authority, Municipal Council or other agencies.

3.10 Traffic Design: Complete design of the traffic system is required for the selected section itself. The traffic designs will include but not be limited to

- i) Physical layout design - which will include all signs, road markings, other control devices, channelization, all aspects setting out (traffic islands, kerbs etc.) etc. and, for selected road section intersections, ramps and other features of grade separated intersections;
- ii) Operational design - which will include traffic control systems / signal and operational requirements. Any traffic data collection and analyses to enable these requirements to be met will be the responsibility of the Consultants;
- iii) Traffic regulations design - such as parking, waiting and loading restrictions, scope for developing parking on cross roads, future needs of pedestrian and make appropriate provision in the estimates for ducts etc.
- iv) any other traffic aspect necessary for the efficient operation of selected road section and;
- v) Traffic diversion during construction: The consultant shall prepare the traffic diversion plan considering the traffic pattern in the near vicinity of the project area in consultation with the Traffic Police and concern Transport authority and submit the same to MMRDA for taking approval from the Traffic Police.

3.11 General Requirement for Plans: It is anticipated that all main drawings will be prepared as CAD files. Nevertheless, not all Mumbai /MMR agencies have the necessary equipment for CAD application and thus, record copy drawings should be output as plans on material which is stable, permanent and from which copies can be easily reproduced. All drawings will be produced at standard size (international A₀ series). Wherever the alignment involves major Road over Bridge (ROB) across the Railways, the consultant should prepare GAD in conformity with Railway requirement for obtaining the necessary clearances from Railways. The consultant should also carry out the necessary cadastral

surveys and transfer the alignment on the required plans for respective Municipal council and PWD / or other agencies to initiate Land Acquisition proceedings.

3.12 Geometric and Highway Design Standards: In general, Indian highway and traffic design standards will be used for works. The Consultant will state clearly what standards have been applied. Where it is necessary to depart from Indian standards (for example, there are no standards for road signs for bus lanes or for actuated traffic signals), then the Consultant will propose appropriate standards, inform MMRDA such that the standards may be agreed. Accordingly, Consultant will design the Rod profile.

3.13 Technical Specifications and Standards: The execution should include all specifications for works, materials and equipment necessary for the completion of work. If particular national or other standards are cited, then during execution it should state that equipment, materials or workmanship which meet other standards ensuring equivalent or higher quality and which are compatible, will also be accepted. The specifications should be based on relevant characteristics and/or performance and should not be particular to any one manufacturer, supplier of equipment or country. It is noted that there will need for traffic signals particularly on the surrounding network; in this case the consultant will ensure the compatibility of the equipment / specifications with the proposed ATC system for KDMC.

3.14 Bills of Quantities and Cost Estimate: The construction work contract is based on percentage rate quoted by the respective appointed contractor and payment for the work done by such contractor is proposed as per the schedule 'B'. Based on the full design, detailed measurements shall be prepared for all items of work required for the construction of subject work. The mode recording measurements of items shall be in accordance with the standard adopted by PWD / MORTH for highway works/MMRDA.

3.15 Implementation Schedule: The Consultant will prepare a works schedule for implementation of the project in consultation with contractor & get approval from Employer and thus assist supervision of the contractor. Although final arrangements will be the responsibility of the contractor, the Consultant should prepare an initial temporary traffic diversion plan, in conjunction with the implementation schedule.

3.16 Safety measures: The consultant will ensure & develop adequate and complete safety precautions for the construction of the works in accordance with the National & International standard safety norms & procedures. The safety measures will include, but will not necessarily be limited to:

- i) Safety during construction and for methodology of work
- ii) Safety of man, equipment/machinery at site & casting yard;

- iii) Provision of safety boards, Sign ages, Indicators etc
- iv) Training of personnel .

MMRDA shall no way be responsible for any lapse of Safety norms or any mishap due to such lapses by Concerned Contractor/Consultant. Necessary safety measures shall be ensure by appointed Project management Consultant through Contractor.

3.17 Reporting Requirements for Phase-I: (a) The consultants shall prepare and submit the reports on Detailed Engineering designs, specifications and progress of work. These reports shall be initially be submitted in the draft format and shall be approved by MMRDA / Technical Advisory Committee (TAC) subject to certain modifications. Consultants shall submit adequate number of final reports with necessary modifications if any as suggested by the MMRDA/Technical Advisory Committee. The tentative list of reports is mentioned in the later sections of the TOR.

3.18 Issuance of the structural stability for the component design by the Consultant.

4. Defect Liability Period (DLP)

DLP will commence from date of completion of the project as per Completion Certificate issued for the respective segment of work by Engineer in Charge. DLP will be bifurcated in two parts:

- a) DLP for flexible pavement 5 Years
- b) DLP for Rigid pavement and structures 5 Years

5. The Consultants role:

5.1 MMRDA in its role as 'Employer" will engage the Consultancy firm to undertake phases of the proposed work including detailed design & its proof checking of designs. The Team leader & Senior Resident Engineer of the so selected consultant will be working under the "Engineer-in-charge of MMRDA" or his authorized Engineer and submit day-to-day report to him. The Engineer-in-charge will be overall in-charge of the Project for all decisions and instructions.

6.1 Supervision team will be composed of suitably qualified and experienced staff. The indicative qualifications and experience criteria are given in Annexure-I of Appendix-A of the TOR. The criteria indicated are minimum & given for the guidance of the consultants. The relevant professional experience means the actual experience in the concerned area of expertise on similar eligible projects. The higher education and quality of experience will be given added advantage during the evaluation and award of contract.

The suggested qualifications and experience for sub-professional staff indicated in Annexure -I of Appendix - A of the TOR shall determine for the approval of these personnel. The Employer's approval in respect of these personnel shall be required before deployment.

6.2 For the positions of Team leader, Resident Engineer, and Sr. Structural Engineer having experience of bridge projects in urban area the deployment of suitable personnel is considered preferred for the successful completion of the project. Consultants are therefore advised to propose highly experienced and competent personnel for these positions.

6.3 Duties and responsibilities of consultants and their representatives:

The duties of the consultants and their representatives are described as under:

- i) To obtain the data prepared by pre-tendered consultant appointed separately by MMRDA & also to prepare the Hydraulic data of the road alignment.
- ii) Demarcating alignment as per KDMC DP alignment & giving the layout of the work as per the approved drawings.
- iii) Executing the work as per the provisions and specifications of the Bid documents. This would include timely completion of the critical activities, quality control and Quality assurance. Receiving directions in respect of implementation of Project from Engineer-in-charge of MMRDA & complying the same.
- iv) Receiving instructions in respect of implementation of Project from Engineer-in-charge of MMRDA & complying the same by all key & other personnel deployed for the subject.
- v) Preparing the Daily, Weekly and Monthly reports and submitting them to the Engineer-in-charge for appraisals and orders in the matter.
- vi) Carrying out survey identification of the structures affected in road and allied work of Resettlement & Rehabilitation of PAPs.
- vii) Preparing running account bills as per the directives of Engineer-in-charge for scrutiny, processing and payment of the bills to the contractor.
- viii) Preparing final bill as per the directives of Engineer-in-charge including compliance of technical and audit remarks if any.
- ix) Issuance of the structural stability for the component designed by the PMC.
- x) Co-ordination, Liaisoning & follow up with relevant Statutory Authorities, Various other Institutions.
- xi) Assisting Engineer-in-charge during the defect liability period as per the terms of the contract.
- xii) To Assist Engineer-in-charge in replying relevant RTI queries, LAQs, requisition/ suggestion/complaints etc. or any other queries received.
- xiii) To attend various meetings related to subject work with various authorities & to take necessary action with the approval of the MMRDA.
- xiv) Liaisoning with all statutory authorities, citizens, public representatives etc as and when required.

- xv) To assist *Engineer –In-charge* in all dispute redressal mechanism.
- xvi) To assist MMRDA for successful handing over of Completed works to statutory institution. DLP shall be monitored by consultants under the intimation and as per the direction of such institution. The fees retained against DLP, Performance security shall be handed over to said Institution while handing over of the completed works and refund of the same shall be done by said Institution to consultants as per the tender condition shall be done.

6.4 The duties of the consultants shall be to issue working drawings of each component of work to the Contractor for execution, properly supervise the works and approve the materials and workmanship for the works in co-operation and in consultation with Engineer-in-charge. If the work is executed on contractor's own design, consultants shall proof check the designs drawings submitted by the contractor. The consultants shall administer all the construction works contracts and will ensure that the contractual provisions, whether related to quality or quantities of the work are duly implemented. The consultants shall have no authority to relieve the contractors of any of their duties or obligations under the construction contracts or to impose additional obligations not included in the contracts. The duties of the Engineer will also include issue of drawings, details as approved by Engineer-in-charge, MMRDA as specified in detail in the construction contract documents and co-ordination of the individual supervision teams to ensure that technical policies are correctly and consistently implemented on all the construction contracts. The Principal responsibilities of the consultants will be, but will not be limited to, the following:

- i) To carry out generally all the duties of the consultants as specified in the construction contract, within any limitations specified herein.
- ii) To ensure that the detailed design and working drawings are issued to the contractor in time.
- iii) To study & ensure suitable & appropriate methodology acceptable to the relevant Statutory Authority.
- iv) To ensure that the construction works are in accordance with the technical specifications. Milestone monitoring. Environmental Management Plan and other stipulations of the construction contract

documents.

- v) To ensure a system of quality assurance of work; approve materials and their sources, laying methods, sampling and testing procedures and quality control measures to ensure the required standard and consistency in quality.
- vi) To assist *Employer* complying the observations/queries of AG's audit.
- vii) To comply the observations/ remarks of Third Party Quality Auditor or any other agency appointed separately by MMRDA.
- viii) To check the laboratory and field tests carried out by the contractors and to develop a mechanism in consultation with the employer to involve the Team Leader / Resident Engineers in carrying out an adequate number of independent tests other than the regular testing done by laboratory personnel;
- ix) To monitor and check the daily quality control and quantity measurements of the works carried out under the contracts, keep all measurement records as per the directions of the employer and submit interim payment proposals when the quality of the works is satisfactory and the quantities are correct to the Engineer-in-charge, MMRDA;
- x) To direct the contractor(s) to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations:
- xi) To issue certificates for interim payments to the contractors, and certify completion of parts of the totality of the works where applicable. Details of interim progressive payments are to be recorded in a measurement book before issue of interim certificates with the other documents as prevailed and as directed by Employer.
- xii) Other responsibilities of the consultants will be to carry out all such duties which are essential for the effective implementation of the construction contracts including, but not limited to, the following:
 - a) To prepare, in consultation with the employer a construction supervision manual defining routings and procedures to be adopted in contract management, construction supervision and administration of the contracts and a maintenance manual for

defects liability period and beyond.

- b) To assist/advise the employer in handing over the sites and in establishing milestones (if any) for completion of contracts;
- c) To prepare in consultation with the employer guidelines to be adopted by the employer during the defects liability period.
- d) To verify the list of items and quantities of all items in the BOQ and propose modifications to the same, if necessary, for the approval of the Employer.
- e) To assist the employer in monitoring the progress of the works and in project implementation through computer aided project management techniques and Management Information Systems (MIS);
- f) To write a daily project diary which shall record all events pertaining to the administration of the contracts, requests from and orders given to the contractors, and any other information which may at a later date be of assistance in resolving queries which may arise concerning the execution of the works and shall be submitted to Engineer-in-charge.
- g) To prepare and submit daily, monthly and quarterly progress reports, together with detailed quality control e- statements in an approved format and to prepare a detailed sectional/final completion report for each contract and complete team final report for the project;
- h) To prepare as necessary detailed recommendations to the employer for contract variations and addenda to ensure the best possible technical results are achieved with the available funds;
- i) To prepare as necessary detailed recommendations to the employer for contract variations and addenda to ensure the best possible technical results are achieved with the available funds;
- j) To assist the employer in taking over of completed works from the contractors and handing over to statutory concerned Department/ Maintenance Department. Preparing lists of defects to be corrected

by the contractors and get duly rectified the same.

- k) To prepare specific engineering reports when requested by the Engineer which shall include an analysis of the problems encountered and proposed solutions;
- l) To assist the employer in providing clarifications/explanations to observations, if any, made from time to time by the Auditor;
- m) To prepare revised estimates, modify alignment carry out detail survey of alternative route etc., if required and accordingly advise Employer in modifying the cash flow estimate and in contract scope.
- n) To prepare details of encroachments in ROW, land acquisition proposals and get it clear well in advance for smooth execution of work.
- o) To assist the employer in co-ordination with other agencies and hold co-ordination meetings with Municipal ward level, SRA, Local representative regularly to facilitate the proper and timely implementation of the project.
- p) To carry out any other duties relevant to the project agreed during contract negotiations.
- q) To attend various meetings related to subject work with various authorities & to take necessary action with the approval of the MMRDA.
- r) Liaisoning with statutory authorities, citizens, public representatives, etc. as and when required.
- s) To assist Engineer –in-charge in all dispute redressal mechanism.
- t) To maintain all relevant records in their office up to 5 years from the date of expiry of defect liability period & assist MMRDA in compliances of future queries if any.

6.5 Actions requiring specific approval of the Employer: The Engineer will be required to obtain the specific approval of the employer in respect of the following:

- i) Approving subletting of works
- ii) Granting claims to the agency

- iii) Ordering suspension of the work
- iv) Determining an extension of time.
- v) Ordering waiving off the penalty and arranging the repayment of compensation for delay
- vi) Issuing a variation order
- vii) Ordering any works/test beyond the scope of the contract
- viii) Determining rates for the extra items/extrawork
- ix) Any variation in the contract conditions.

6.6 Delay in implementation of the project:

In case the commencement of construction period of project is likely to get delayed, the following course of action is likely depending upon the probable extent of delay.

i) Delay of 1 month upto 6 months:

No modification in supervisory staff permitted.

ii) Delay exceeding 6 months:

The consultants can redeploy their supervision personnel earmarked for the project. Upon commencement of the supervision period, the consultants will be allowed to substitute their key personnel, if needed, provided that the alternate personnel possess equal or better qualifications and experience than the key personnel originally proposed as per TOR.

Delay in commencement of work shall not be considered as reason for any modification in agreed consultancy fees.

6.7 Services during Defect Liability Period:

The services to be provided by the consultants during the defect's liability shall include the following:

Consultants shall carry out joint inspections of the work at regular intervals by the Team leader/Resident Engineer along with the Contractor's representative's minimum once in 3 months. If contractor's fails to attend the Joint inspections as fixed in writing, Resident Engineer shall carry out visit independently once quarterly / as directed by Engineer in Charge from time to time to observe the defects and submit reports to employer with a copy to contractor. If Contractor fails to countersign the defects noticed even after giving reasonable notice to the

contractor, consultants should initiate suitable action as per Contract.

After the inspections the consultants shall submit a report (in 3 copies) detailing the defects noticed and the remedial measures to be taken by the Contractor. The consultants shall suggest and supervise the remedial measures, if any, require to be carried out by the contractors during defects liability and submit final rectification report to the MMRDA.

After the inspections the consultants shall submit a report (in 3 copies) detailing the defects noticed and the remedial measures to be taken by the Contractor. The consultants shall suggest and supervise the remedial measures, if any, require to be carried out by the contractors during defects liability and submit final rectification report to the MMRDA.

7 Consultants Inputs required:

The consultants are required to make their own assessments of the manpower requirements in terms of man months for the different categories of personnel proposed to be deployed for the supervision works as envisaged in this TOR. The consultants shall address this aspect in their proposed methodology to be submitted to the Employer. Consultants are required to furnish CVs for the key professional staff. CVs of field support staff are not required to be submitted, but the numbers and man months for such staff shall be included in the Technical Proposal and the costs in respect of these personnel are to be included in the Financial Proposal. The positions of field support staff will be evaluated only for the purpose of responsiveness and no points will be awarded for these positions.

8 Minimum manpower deployment:

Category-wise minimum manpower to be deployed for Supervision Period and DLP period are given in Appendix –C

8.1 Implementation Schedule: The implementation schedule (indicative only) for the work shall be as follows:

Activity description		Estimated time in Months
i)	Detailed Project Report (DPR) & Bid Process Management	Approximately 3 Months (Including Monsoon)
ii)	Project Management activity	36 Months Construction supervision (including monsoon) from the date of Work Order issued to Contractor(Including Monsoon)
iii)	DLP	60 Months (Including Monsoon)

- 8.2** There shall be on site supervision team which would be mobilized on the date of actual commencement of works by the contractors. However, mobilization of the supervision team shall be according to the instructions of the Engineer in charge given from time to time only. In addition to the above, the assignment also includes services during the defects liability as mentioned in contract agreement of work execution. The Consultant has to ensure presence of Residential Engineer towards the end of Defects liability for preparation of Final Report and contract closure. During the Defects Liability, the Residential Engineer will continue on a part time basis with the supervision team members if required, would be mobilized on an as required basis.
- 8.3** Requirement of technical support staff would include structural Engineers, Supervisors, and Technicians etc. as felt necessary for providing services mentioned in TOR. The Supervision Consultant may propose the various categories of technical support staff and the corresponding person's month requirements. The Supervision Consultant should indicate in his technical proposal the qualification and experienced level of his proposed candidate for each category of technical support staff.
- 8.4** After award of the contract the Employer expects all the proposed key personnel to be available during implementation of the contract. The Employer will not consider substitutions during contract implementation except, under exceptional circumstances up to a maximum of one third of the key personnel. In case of replacements the Supervision Consultant will ensure that there is a reasonable overlap between the staff to be replaced and their placement. Their placement should be strictly with the acceptance of MMRDA.
- 8.5** The Consultant shall maintain Bio metric attendance system of all staff deployed for the work. The report of same shall be shown to inspecting Engineer of MMRDA when asked for & copy of the same shall be submitted along with the consultant's bill.

9 Deleted.

10 Accommodation, Laboratories and Vehicles:

The supervision consultant will be responsible for making his own arrangement for all his accommodation near the site and vehicles for transportation of consultant's staff/field staff etc. (including crew, maintenance and repairs thereof). Accommodation as mentioned above shall

have uninterrupted power and water supply. No separate payment will be made on this account.

11 Co-ordination and Consultation:

The consultant will be required to liaise and co-ordinate with all agencies affected by the proposed works.

The various out puts required from the work have been stated in the descriptions of the Tasks (see below).

Sr. No.	Activity / Report	No of copies	Duration in months after commencement of study
I	Monthly Progress Report (MPR)	3	Monthly
II	Bar Chart, Pie Chart, S curve etc.	3	Monthly
III	Quarterly Progress Reports	3	Every Quarter
IV	Project Implemented Completion Report	3	On completion of the project
V	Defect Liability Period (DLP) Report	3	Every Quarter

Additional copies of Reports:

The consultants shall submit additional copies of the above mentioned reports as required by the employer. The consultants will be paid a statement rate for each of the report fixed per copy. The rate per additional copy shall be as per the rate approved by MMRDA.

12 MMRDA Reviews:

MMRDA will take reviews of the progress of the work but, there are a number of key outputs which will condition the continuing work. The consultant will also produce working papers on important issues as required by the employer. The MMRDA will review consultant's reports as given in para 12 above and also working papers. Additionally, MMRDA require and will review progress of the work. Consultant has to make presentation and submit reports during each review meeting and update the physical & financial progress of work with actual photographs (in soft & hard copy).

13 Project Co-ordination:

The Engineer-in-Chief/Chief Engineer, Engineering Division, MMRDA will function as principal coordinator to oversee the project and provide a principal

point of contact with the consultant on behalf of the employers. It is envisaged that the study team will operate principally from office in Mumbai. The consultant will provide all facilities and equipment necessary for successful completion of the project. All data collected during the project, equipment (including computers) specifically purchased for the project by the consultant along with the user manuals will become the property of the employer.

14 Technical Advisory Committee:

MMRDA may establish a Technical Advisory Committee (TAC) to guide the project. The role of this Committee will be to review the consultant's findings and provide advice to the team on technical matters. It is expected that the TAC will meet as and when required. Consultant will attend such meetings and submit all reports for review for suggestions by TAC.

15 Defect Liability Period:

DLP of 5 years for rigid pavement/ structures will commence from date of completion of the respective segments of the project as per the Completion Certificate issued for the work by Engineer in Charge.

In addition to the above, the assignment also includes services during the defects liability period for the work. The Consultant's Team leader/Resident engineer along with his team shall visit completed work periodically as may be required for monitoring its function, checking for defects if any, to propose remedial measures and get the defects corrected through the concerned contractor under intimation to MMRDA till the end of Defects liability period. Periodical inspection reports along with rectifications done shall be submitted to MMRDA. On completion of the DLP the consultant shall submit the Final Report.

Notwithstanding anything contained in the provisions of other clauses of the contract, Parts of the Works of the Sections when substantially completed and can be put into use may be due to interconnectivity with the adjoining existing road shall be handed over by the Contractor for use of the Employer/owing agency without any cost to the Employer arising out of wear and tear, before carrying out "Tests after completion". Defect Liability Period (DLP) shall be monitored by the said department to whom the completed work handed over and performance security & Retention recovered through Contractor's running account bills shall be released by the said department after successful completion of Defect Liability Period. Similarly, the consultants' fees payable during DLP shall be transferred to

such department who shall be authorized to release such dues. The Defect Liability Period for taking over of such sectional road shall be reckoned from the date of taking over of such substantially completed section and put in use.

- 16 After award of the contract the Employer expects all the proposed key personnel to be available during implementation of the contract.
- 17 Accommodation and Vehicles: The supervision consultant will be responsible for making own arrangement for accommodation and vehicles for transportation as may be required for his office staff/field staff etc.
- 18 Co-ordination and Consultation: The consultant will be required to liaise and co-ordinate with all agencies affected by or concerned with the proposed works.

----- XXX -----

Note:

A. Responsibilities of Personnel deployed:

1. TEAM LEADER:

The Team Leader shall be available at project site as per the stipulated schedule throughout the period of the construction supervision services and as per the **Employer's requirements**. He will be overall in-charge of the project supervision of the construction package. He shall act as Representative of the consulting firm appointed by the Authority. His duties will involve overall superintendence over the Resident Engineers and other experts of the construction segments. He will guide, monitor, supervise and control all the activities related to supervision for the construction segments. He will interact with the MMRDA officials and also with the concerned organisations and any other person as may be directed by MMRDA.

2. RESIDENT ENGINEER /

He shall be the in-charge of the construction supervision of project stretch and shall coordinate with all other experts of the construction projects and shall report to the Team Leader and **MMRDA officials**. He shall be directly responsible for regulating the construction process i.e. various activities like earthwork, Sub-base/base courses, bituminous pavement, underpass/ bridge/culvert works proposed for being carried out under stipulated specifications/manuals etc. For this purpose, he shall be assisted by Highway Engineer and other support engineers/personnel. He shall deal directly with the Highway Engineer and other support staff attached with the Highway Engineer to ensure that the construction process is well controlled as per established specification controls to avoid later quality control stage problems. In respect of other experts like Material Engineer, Quantity Surveyor, etc., he shall be coordinating and regulating their activities to ensure smooth functioning of the Construction Package concerned. He should have adequate experience in large quantity of earthwork. The candidate is expected to be thoroughly familiar with various standards/specifications, contract procedures, design and quality control etc. In addition he will be responsible for ensuring road safety during construction and maintenance period of the project, He will responsible for supervising all the safety requirement to be adopted in different stages of construction, besides ensuring that specified provisions are adopted as per codal stipulations and as per the specifications laid down in the contract for all the different stages of construction. He will be coordinating and controlling the support personnel placed with him and report to the team leader/employer representative as and when required.

3. BRIDGE ENGINEER

The Bridge Design Specialist shall be responsible for preparing the detailed designs of underpass/

bridges, ROBs, interchanges and any other structure to be constructed in the Project. His expertise shall include computer aided design methods for Civil/Structural Engineering with particular reference to Structural design

His duties will involve understanding the design provisions of both underpass/bridges/ROBs/flyovers and culverts, guiding and checking of reinforcement/cable laying operations, he will work in close coordination with the Material Engineer and the Contractor's Expert to effectively Control the quality of execution. He will be responsible for modifications in design of bridges/culverts, whenever required during execution.

4. GEO TECH/FOUNDATION ENGINEER:

The Geo tech foundation engineer shall be responsible to review existing soils and materials studies & reports for the area of the scheme. He shall determine investigations are required for the sound design of the works, arrange and undertake all necessary soils & materials investigations to determine the design of embankments, deep cuttings (slope stability investigations etc.) confirm the safe bearing capacity at various locations to determine strength and settlement parameters for highway design ,sound design of the works and so on;

5. HIGHWAY ENGINEER/ PAVEMENT ENGINEER:

The Highway engineer shall be responsible for the review of highway designs and drawings using sophisticated computer software and also construction and O&M works. His expertise shall include computer aided design methods for Civil/Highway Engineering with particular reference to CAD application to the geometric design for highway rehabilitation and/or upgrading projects.

6. Safety Engineer:

He shall be responsible for ensuring road safety during construction and maintenance period of the project, He will responsible for supervising all the safety requirement to be adopted in different stages of construction, besides ensuring that specified provisions are adopted as per codal stipulations and as per the specifications.

Annexure-1 of Appendix- A

Broad qualification and experience requirement for key professional Staff

Sr. No.	Position	Minimum Qualification	Minimum Overall Experience	Minimum Specific Experience of Similar Nature
1.	Team Leader	B.E. Civil + (M.E. / M.Tech in Structures/ Transportation or MBA in Finance)	20 years	15 years' experience in Construction of Roads/ Road/ Bridges/ Viaduct / Flyoversexecuted projects in the capacity of Team leader / Resident Engineer / Project Manager or Executive Engineer & above in the Government Organization Note: <i>Qualification Criteria not applicable for the candidate worked in the capacity of Executive Engineer & above)</i>
2.	Resident Engineer	B.E. Civil	15 Years	10 years experience in construction of Road/ Bridges/ Viaduct / Flyoversin the capacity of Resident Engineer / Project Manager or Deputy Engineer & above in the Government Organization Note: <i>Qualification Criteria not applicable for the candidate worked in the capacity of Deputy Engineer & above)</i>
3.	Pavement/ Highway Engineer	B.E. Civil	10 Years	10 years' experience in construction of roads, well conversant with design of road crust and finalizing geometry of road.
4	Bridge Engineer	B.E. Civil	10 Years	10 years' experience in construction of bridges/viaduct/flyovers.
5	Quality control / Material Engineer	B.E. Civil	10 Years	10 years experience in quality control in construction of Road/ Bridges/ Viaduct / Flyovers in the capacity of Quality control Engineer
5.	Contract Specialist / Legal Expert	B.E. Civil , <i>Additionally Graduation in Law preferred</i>	15 years	Worked as a Contract Specialist for the period of 10 years

6.	Quantity surveyor/ Billing Engineer	B.E. civil	10 Years	Worked as a Quantity surveyor/ Billing Engineer for the period of 10 years
7.	Structural Designer/ Engineer	Masters in structural Engineering	15 Years	10 years' experience in designing of bridges / viaducts/ flyovers.
8.	Geo-technical Engineer	Masters in Geo-technical Engineering	15 Years	10 years' experience in Geo technical field of road / bridges / viaducts, flyovers.
9.	Safety Engineer	B.E. civil or Diploma in Road Safety	15 years	Worked as a safety Engineer for the period of 10 years in Construction field
10.	Field Engineer	B.E. / Diploma Civil	5 years	5 years experience in Road/ Bridges/ Viaduct / Flyovers

Note:

34.3.1 Broad job-description and minimum qualification for key personnel mentioned is specified. However, higher marks shall be accorded to the Candidate with higher relevant qualification and experience. All the CVs of the personals mentioned shall be evaluated at the time of evaluation of technical proposal. The age of the Key Personnel should not be more than 65 years on the date of submission of proposal. Consultants are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria. The bio-data of the key personnel should be signed on every sheet by the personnel concerned and the last sheet of each bio-data should also be signed by the authorized signatory for the Consultant in blue ink. The key personnel shall also certify at the end of their biodata Performa that they have not left any of the Employer works without completing of their assignment and have not accepted any other offer at the time of signing of the bio-data and as such shall be available to work with the consultant, if the Project is awarded. In case the key personnel leave the assignment without approval of Employer, Employer would be at liberty to take any appropriate action against those key personnel including debarment.

34.3.2 CVs of Sub Key Personnel shall not be considered for evaluation for eligibility, however, the same shall be got approved from MMRDA during execution. MMRDA

may call any/ all key staff for interview at any stage of tender process, if required.

34.3.3 Consultants shall make available the services of incidental expertise other than mentioned above viz Land Acquisition Experts, Electrical Engineer, Highway Engineer, Environmental Specialist, or any other specialist as per the site/ work requirement & as directed by Engineer-in-charge at no extra cost to the Employer. The cost of the same shall be deemed to have included in the quoted offer.

Appendix B

Reporting Requirements

1.0 Reports

1.1 DPR of work/s:

A DPR shall be submitted by the consultants to MMRDA within one month from the starting date, presenting an initial technical appreciation of the services requirements and identifying both the overall work plan and the analytical steps to reach solutions. It should prescribe the proposed service methodology, approach and provisional program for achieving milestones and timely completion of the Project.

1.2 The Reports and required documents shall be submitted for Phase-I as mentioned in TOR. The report requirement for the Phase-I is as follows:

- 1 Report on Different task
- 2 Final Detailed estimate
- 3 Bid Documents and Bid Process Management Activity Documents
- 4 Tender Evaluation Report

The Report requirement for the Phase II and Phase-III shall be as follows:

1.3 Monthly Information System (MIS)

The Consultant shall submit MIS in approved format before last week of every month.

1.4 Monthly Progress Reports:

The consultants shall, by no later than the eighth working day after the end of each month, prepare a brief progress report summarizing the work undertaken for the preceding month along with **progress photographs**. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how such problems may be resolved, Brief work progress summaries will be included for ongoing road and bridge works, outlining problems encountered and proposing solutions. The reports shall also record the payment status of all contracts, all claims for costs or time extensions submitted by the contractors, and any actions required of the Employer and/or other agencies to facilitate timely works implementation, the reports shall also be submitted in electronic format in addition to 6 nos. hard copies.

- The monthly progress reports shall also include the following:
- Organization chart of contractor as well as consultants staff working on this project
 - Deployment of Labour and machinery chart
 - Photographs of work pre, post and during execution
 - Physical and financial progress against the approved Bar Chart
 - MIS (Management Informationsystem)
 - Progress in SCurve
 - Minutes of meeting if any
 - Inspection and Compliance report
 - List of Extra item if any cropped during the month
 - Abstract of Quality Control test as per Quality Assurance plan giving details of internal and external test with comments

1.5 Quarterly Progress Reports: Deleted.

1.6 Engineering Reports:

The Engineer shall prepare specific report required in the event of particular or unforeseen circumstances. Such reports shall be prepared on an 'ad-hoc' basis as requested by the Engineer and shall include on analysis of the engineering matter in question and shall propose possible solutions thereto.

1.7 Section/Substantial Completion Reports and Project Final Report.

The Engineer shall prepare a comprehensive sectional/substantial completion report for each of the construction contracts, which reaches sectional/ substantial completion of the works by the contractors and before taking over by the Employer. The reports shall summaries the method of construction the construction supervision performed, problems encountered, solutions undertaken, and recommendations for future projects of a similar nature. The Engineer shall summaries and consolidates in a single Team Final Report the key information from the individual sectional/substantial completion reports.

1.8 As built drawings:

The consultant shall check the 'As built' drawings submitted by the contractor and approve the same. Soft copies containing approved, as built, drawings shall be submitted to MMRDA for records.

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Appendix-C
(Refer Clause 4.1 of GCC)

CONSULTANTS PROFESSIONAL STAFF

Phase I – Pre Tender Activities:

Team Leader supported by other key & sub-key personnel as per requirement of work activities included in this phase to be completed in the stipulated time period.

Phase II – Project management & Supervision during work execution period

Sr. No.	Key Personnel	Number	Man-month	Total man months
1	Team Leader	1	1.0	1.0
2	Resident Engineer	1	1.0	1.0
3	Bridge Engineer	1	1.0	1.0
4	Pavement/Highway Engineer	1	1.0	1.0
5	Quality control Engineer/Material Engineer	1	1.0	1.0
6	Contract Specialist / Legal Expert	1	1.0	1.0
7	Quantity Surveyor/ Billing Engineer	1	1.0	1.0
8	Structural Designer/Engineer	1	1.0	0.5
9	Geo-technical Expert	1	0.5	0.5
10	Safety Engineer	1	1.0	1.0
11	Field Engineer	6	1.0	6.0

Note : Deployment schedule of the key and sub key personnel for phase II shall be submitted in Annexure IX.

Phase III – Defect Liability Period

MINIMUM KEY MANPOWER FOR DLP

Sr. No.	Key Personnel	Requirement
1	Team Leader/ Resident Engineer with other key & sub-key personnel as per requirement	Minimum once in a month or as per the site situation/ as directed by Engineer In-charge from time to time.

APPENDIX - D

Consultancy fee and payment schedule

1.0 Fee

The consultants shall be eligible to receive the fees @ quoted/negotiated/agreed percentage, basis Construction cost of Rs. 425 Crore only.

2.0 Final Fee payable to the consultants:

Final fee shall be payable to the Consultant @ quoted/ negotiated/ agreed ____ % fee, basis Construction cost of Rs. 425 Crore only. The percentage fee quoted & Project Cost of Rs. 425 Crore shall remain fixed irrespective of cost put to tender, accepted cost of work for the contractor or completed cost of the work of contractor (even, if the work is decided to execute in more than one contract. In such case, the same percentage fee shall be applicable for all contracts of work; irrespective of nature and quantum of work).

3.0 Break-up of the fees payable for the different periods:

The total fee payable will be divided into 3 parts and paid as indicated below:

Phase	Particulars	% fees payable during different periods
1	Detailed estimation and Bid Process Management a. Detailed estimation updation including DPR and submission of DTP in appropriate form- 5 % b. Award of work contract - 5%	10%
2	Project Management Consultancy during work execution period	80%
3	Defect Liability Period	10%

4.0 Payment for Project Management Consultancy (Phase 2)

- i. If the bid is invited for the partial contemplated scope of work, then Base Construction cost as stipulated vide Detailed Tender Notice & required Man Power to be deployed will be reduced suitably with amicable discussion & same shall be considered for the computation of fee at the agreed percentage rate for the Supervision & Defect Liability Phase.
- ii. Payment to consultants against supervision/ Construction phase will commence after Work Order/Letter of Acceptance is issued to the contractor and after the consultants mobilizes their manpower at site, whichever is later.
- iii. The fees payable during stipulated supervision period shall be paid into 2 parts as

follows:-

- (a) Fees for the payment based on actual manpower deployment @ 60% &
- (b) Fees related to the actual progress of works @ 40%.

5.0 Payments, if Project is delayed beyond stipulated construction period:

If the actual completion time extends beyond the base completion and variation period, the payment will be made as follows:-

Sr No.	Base Completion period as per contract	Variation Period
1	36 Months (Phase 2)	+/- 3 months

In the event of construction extended beyond base completion + variation period, the fees payable per month for the extended period will be made based on actual man months provided by the Consultants, with prior approval of the Engineer in charge as per rate/ salary quoted by the Consultant under Annexure-I (B). The progress related fees shall not be paid during extended period.

6.0 Consultants reports of Manpower deployment: The consultant shall submit the details of manpower deployment of key staff required for each quarter in advance. This shall be arrived at based on the scheduled works in the next quarter and the actual and anticipated progress achieved by the contractor. The consultants shall get the actual deployment duly certified by the Engineer in-charge at the end of every month. The certified manpower of key staff deployment and the approved schedule of deployment for the quarter shall be considered as the basis for consultants' monthly payments.

7.0 Reimbursable expenditure towards additional copies of reports:

The consultants shall submit additional copies of the report as and when required by the employer. The consultant will be paid a standard agreed rate for each of the additional report. The additional charges payable shall be fixed on per document per copy rate basis

8.0 The consultant shall assist MMRDA for successful handing over of Completed works to KDMC or any statutory institution. DLP shall be monitor by PMC under the intimation and control of such institution. The fees payable against DLP shall be transferred to said Institution by MMRDA while handing over of the completed works and payment of the same shall be done by said Institution directly to PMC as per the tender condition.

APPENDIX – ‘E’
SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER
Deleted

APPENDIX – ‘F’

FORM OF GUARANTEE FOR ADVANCE PAYMENTS

Deleted

APPENDIX - 'G'

**LETTER OF INTENT, LETTER OF ACCEPTANCE, LETTER OF
POWER OF ATTORNEY ETC.**

Tender Notice with Addendum, Corrigendum's / modifications / corrections, CSD as per prebid meeting, Letter of intent, Letter of acceptance, Work order Letter of power of attorney Consultants Offer Letter of Power of Attorney, etc.

Appendix H

FORM OF PERFORMANCE SECURITY [Clause-32 of ITB]

To

Address of Employer: The Chief Engineer / Engineer-in-Chief, MMRDA, Bandra Kurla Complex, Mumbai- 400051

WHEREAS [Name and address of Consultants] (hereinafter called "the consultants") has undertaken, in Pursuance of Contract No. _____ dated _____ to Appointment of Consultants for 'Preparation of Detailed Project Report and Project Management Consultancy Services for the work of Construction of Kalyan Ring Road Segment-III (CH- 07/000 to 12/860 Km) from Motagaon Bridge upto Govindwadi Road.

("hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of.

1. _____ [amount of Guarantee in words],

such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

Not with standing anything contained herein before, our liability under this guarantee is restricted to Rs. _____ Rupees (_____) and the guarantee shall remain valid. Unless a claim or a demand in writing is made upon us on or before all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 99 months (3 months Pre tender activities+ 36 months Construction Supervision + 60 months Defect LiabilityPeriod).

Signature and Seal of the Guarantor _____

In presence of

| Name and Designation..... (Name, Signature & Occupation) Name of the Bank Address
.....

| Name and Designation..... (Name, Signature & Occupation) Name of the Bank Address
..... Date

ANNEXURE-I (A)

(This appendix shall be uploaded in e-envelop - C)

FINANCIAL PROPOSAL

Covering Letter

(On Bidder's letter head)

(Date and Reference)

To,
The Chief Engineer,
5th Floor, New MMRDA Office Building, BKC,
Bandra (E), Mumbai – 400 051.

Sir,

Subject: Project Management Consultancy Services for the work of Construction of Kalyan Ring Road Segment-III (CH- 07/000 to 12/860 Km) from Motagaon Bridge upto Govindwadi Road.'

I/We, _____ (Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 180 (One hundred and Eighty) days from the Opening of Financial Bid or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

ANNEXURE-I (B)

(To be uploaded only with financial proposal in e-Envelop C)

FINANCIAL PROPOSAL

COST ESTIMATES WITH DETAILS OF REQUIRED KEY MANPOWER

Phase - 1 : Pre Tender Activities & Detailed Estimation

Consultants shall mention lumpsum amount considering activities to be executed in this phase.

Phase - 2 : Project Management & Supervision

Sr. No.	Key Personnel	Number	Man-month	Total man months	Salary per month per person	Total salary
1	Team Leader	1	1.0	1.0		
2	Resident Engineer	1	1.0	1.0		
3	Bridge Engineer	1	1.0	1.0		
4	Pavement/Highway Engineer	1	1.0	1.0		
5	Quality control / Material Engineer	1	1.0	1.0		
6	Contract Specialist / Legal Expert	1	1.0	1.0		
7	Quantity Surveyor/ Billing Engineer	1	1.0	1.0		
8	Structural Designer/Engineer	1	0.5	0.5		
9	Geo-technical Expert	1	0.5	0.5		
10	Safety Engineer	1	1.0	1.0		
11	Field Engineer	6	1.0	6.0		
	Total cost for 1 Month					
	Total Cost for 36 Months					

Phase -3 : Defect Liability Period (60 Months)- subject to ceiling of 10% of total quoted fees.

Sr. No.	Key Personnel.	Total Time Period in Months	Requirement Manpower per month in (No's)	Proposed manpower per Month.	Total Salary in Rs.
1	Team Leader	60	As and when required as directed by employer	0.04	
2	Resident Engineer	60	As and when required as directed by employer	0.04	

I/We _____ Consultant/ Consultancy Firm am / are hereby quoting the fee for the Project Management Consultancy Services as per the scope of Work, terms and contract conditions covered in TOR. The offer is inclusive of all taxes.

(In Words)

Our Fee is _____% (_____ percent) of the **Construction cost of Work** as mentioned vide detailed tender notice.

Signature of Consultant:

Full Name:

Designation :

Address :

(Authorized Representative)

Signature of Consultant:

Full Name:

Designation :

Address :

(Authorized Representative)

ANNEXURE - II

LIST OF SIMILAR WORKS IN HAND

Sr. No	Name of Project	Name of Employer	Estimated capital cost of Project (in Rs. crore)	Payment of professional fees received by the Applicant (in ₹. crore)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

The Applicant should provide details of only those projects that have been undertaken by it under its own name (Name as submitted in the Bid Document) and same shall be supported by certificate issued by competent authority.

□ The projects with work completion certificate will be considered for evaluation.

□ Certificates should clearly mention cost of project, consultancy fees received, work details Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

ANNEXURE - III

LIST OF SIMILAR WORKS COMPLETED IN THE LAST 7 YEARS

Sr.	Name of Work	Employer / Employer	Value of Completed Work (In Rs. Cr.)	Actual Date of Completion
1				
2				
3				
4				
5				
6				
7				

* The attested copies of certificates issued by employer shall be submitted with this offer. MMRDA reserves right to verify the authenticity of certificates from the issuing agencies.

ANNEXURE - IV

Annual Turnover of the Organization/Firm i.e. Cost of Projects Handled During the Last 3 years and Financial Status Supported with income Tax Clearance Certificates for the last 3 years.

Sr. No.	Financial Year	Annual Income*	Value of work for which consultancy rendered.
1	2	3	4
1.	2019 - 2020		
2.	2020 - 2021		
3.	2021 - 2022		

Note :- The format shall be used to furnish the details (Turnover Certificate & Audited balance sheet certified by Chartered accountant must be furnished. If audited balance sheet for financial year 2021-22 is not available due to pending auditing procedure, then the certified copy issued by Chartered accountant will be acceptable).

Seal & Signature of bidder

Annexure V

Format of Curriculum Vitae (CV) For Proposed Key Staff

1. **Proposed Position:** _____
2. **Name of Staff:** _____
3. **Date of Birth:** _____ (proof of age to be furnished if asked for)
4. **Nationality:** _____
5. **Educational Qualification:** _____ (Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained). (Proof of qualification to be furnished if asked for)
6. **Contact Address with Phone and mobile numbers:**
7. **Membership of Professional Societies:** _____
8. **Publication:** _____
(List of details of major technical reports/papers published in recognized national and international journals)
9. **Employment Record:** _____
(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience **period of specific assignment must be clearly mentioned**, also give Employer references, where appropriate).

Certification:

1. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage himself in any other assignment during the currency of his assignment on the project.
2. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes me, my qualification and my experience.

Signature of the Candidate

Place: _____
Date: _____ Phone No.: _____

Signature of the Authorized Representative of the firm _____

Place: _____ Date: _____

Note: Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation.

Annexure- VI

UNDERTAKINGS

UNDERTAKING FROM THE PROFESSIONAL

I, (Name, Address and mobile no.....) have not left any assignment with the consultants engaged by MMRDA / contracting firm (firm to be supervised now) for any continuing works of MMRDA without completing my assignment. I will be available for the entire duration of the current project (named.....). If I leave this assignment in the middle of the completion of the work, MMRDA would be at liberty to debar me from MMRDA projects for an appropriate period to be decided by MMRDA. I have also no objection if my services are extended by MMRDA for this work in future.

(Signature of key personnel)

UNDERTAKING FROM CONSULTING FIRM

The undersigned on behalf of..... (name of consulting firm) certify that

Shri..... (name of the proposed personnel and address) to the best of our knowledge has not left his assignment with any other consulting firm engaged by MMRDA / contracting firm (firm to be supervised now) for the ongoing projects. We understand that if the information about leaving the past assignment with MMRDA without completing his assignment is known to MMRDA, MMRDA would be at liberty to remove the personnel from the present assignment and debar him for an appropriate period to be decided by MMRDA.

(Signature of Authorized Representative of Firm)

Annexure- VII

BRIEF NOTE ON METHODOLOGY

PROPOSED FOR PERFORMING THE ASSIGNMENT

The approach and methodology will be detailed precisely under the following topics.

- 1) Composition of the team [not more than 1 page]

 - 2) Methodology for services, surveying, data collection and analysis [not more than 2 pages]

 - 3) Quality Assurance system for consultancy assignment [not more than 1 page]
-

**Seal & Signature of
bidder**

Annexure-VIII

Comments on Terms of Reference

Annexure-IX

Time Schedule for Key Personnel

**WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL
MONTHS (in the Form of Bar Chart)**

Sr. No.	Name	Position	Report Due / Activities	Months										No. of Months		
1																Sub total (1)
2																Sub total (2)
3																Sub total (3)
4																Sub total (4)

Field Full:

Part Time:

Reports Due:

Activities:

Duration:

Annexure-X

SELF EVALUATION CHECK LIST

Name of Work: Project Management Consultancy Services for the work of Construction of Kalyan Ring Road Segment-III (CH- 07/000 to 12/860 Km) from Motagaon Bridge upto Govindwadi Road.

Summary Sheet stating fulfillment of Eligibility Criteria (In addition to various forms of Appendix/ Annexure):

Sr. No.	Eligibility Criteria as per e-detailed Tender Notice/CSD	Eligibility Criteria fulfillment (To be filled by Bidder)	Reference Pg. No. & Name of file of Scan Documents																																	
A	Firm Details																																			
1.	The firm shall have Establishment of consultancy firm since 07 years (minimum) in the field of Road work/bridge/flyover/ROB project etc.	Since																																		
2.	Average annual financial turnover of Rs. 3 Cr. in last three financial years (average of last 3 years i.e. 2019-20, 2020-21 and 2021-22) from the consultancy services as certified by CA. Note:- The weightage for updating of costs shall be done @10% p.a. to arrive at 2021-22 cost of the completed works	<table border="1"> <tr> <td>2019 - 2020:</td> <td>Rs___ Cr.</td> </tr> <tr> <td>2020 - 2021:</td> <td>Rs___ Cr.</td> </tr> <tr> <td>2021 - 2022:</td> <td>Rs___ Cr.</td> </tr> </table>	2019 - 2020:	Rs___ Cr.	2020 - 2021:	Rs___ Cr.	2021 - 2022:	Rs___ Cr.																												
2019 - 2020:	Rs___ Cr.																																			
2020 - 2021:	Rs___ Cr.																																			
2021 - 2022:	Rs___ Cr.																																			
3.	The firm shall have experience as Project Management Consultant /Independent Engineer for completion of: i. Three similar completed work(s) costing not less than Rs. 170 Crore each. OR ii. Two similar completed work(s) costing not less than	<p>A. Experience of Road work:</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Eligible Project</th> <th>Department</th> <th>lane</th> <th>length</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>B. Experience of Bridge work:</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Eligible Project</th> <th>Department</th> <th>Completed</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sr. No.	Eligible Project	Department	lane	length	1					2					3					4					Sr. No.	Eligible Project	Department	Completed					
Sr. No.	Eligible Project	Department	lane	length																																
1																																				
2																																				
3																																				
4																																				
Sr. No.	Eligible Project	Department	Completed																																	

Sr. No.	Eligibility Criteria as per e-detailed Tender Notice/CSD	Eligibility Criteria fulfillment (To be filled by Bidder)	Reference Pg. No. & Name of file of Scan Documents																				
	Rs. 210 Crore each. OR iii. One similar completed work costing not less than Rs. 340 Crore.	<table border="1"> <thead> <tr> <th></th> <th></th> <th></th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Cost	1				2				3				4				
			Cost																				
1																							
2																							
3																							
4																							
4.	Joint venture bids are not allowed.	Attached: Yes/No																					
5.	Firm shall not be blacklisted by any Government department/Public Sector Undertaking in the last three years.	Attached: Yes/No																					
6	Statement showing names of partners, Directors, etc. of the firm with complete address of each.																						
7.	Proposed methodology & Work plan																						
a	Understanding ToR	Attached: Yes/No																					
b	Quality Methodology	Attached: Yes/No																					
c	Work programme & manning schedule	Attached: Yes/No																					
8.	Additional information bidder desire to submit	Attached: Yes/No																					
B	Respective documentary evidence of Qualification Information given in Part B and as per formats specified in Section 2.																						
1.	Team Leader	Name: Mr.....																					
a)	B.E. Civil (Post Graduate Preferred)																						
b)	Employment with firms (Min 3 year)years																					
c)	Over all Experience : (Min15 Years)years																					
d)	Minimum Specific Experience of Similar Nature: (Min 10 years) in capacity of i) Team leader/Resident																						

Sr. No.	Eligibility Criteria as per e-detailed Tender Notice/CSD	Eligibility Criteria fulfillment (To be filled by Bidder)	Reference Pg. No. & Name of file of Scan Documents
	Engineer worked on behalf of consultant or ii) Project manager worked on behalf of construction contractor or iii) Executive Engineer on behalf of any government organization		
2.	Resident Engineer	Name: Mr.....	
a)	B.E. Civil		
b)	Employment with firms (Min 3 years)	.....years	
c)	Total years of professional experience in similar field : 15 Years	.....years	
d	Minimum Specific Experience of Similar Nature: (Min 10 years) in capacity of Resident Engineer/ Senior Engineer worked on behalf of consultant or Senior Engineer worked on behalf of construction contractor or Deputy Engineer on behalf of any government organization ‘		
3.	Bridge Engineer	Name: Mr.....	
a)	B.E. Civil		
b)	Employment with firms (Min 3 years)	.....years	
c)	Total years of professional experience in similar field : 10 Years	..... years	
d)	Minimum Specific Experience of Similar Nature: (Min 10 years)		

Sr. No.	Eligibility Criteria as per e-detailed Tender Notice/CSD	Eligibility Criteria fulfillment (To be filled by Bidder)	Reference Pg. No. & Name of file of Scan Documents
4.	Pavement Engineer	Name: Mr.....	
a)	B.E. Civil		
b)	Employment with firms (Min 3 years)	.....years	
c)	Total years of professional experience in similar field : 10 Years	.....years	
d)	Minimum Specific Experience of Similar Nature: (Min 10 years)		
5.	(1) Quality Control Engineer/ Material Engineer	Name: Mr.....	
a)	B.E. civil		
b)	Employment with firms. (Min 3 years)	.....years	
c)	Total years of professional experience in similar field : 10 years	.....years	
d)	Minimum Specific Experience of Similar Nature: 10 years		
	(2) Quality Control Engineer/ Material Engineer	Name: Mr.....	
a)	B.E. civil		
b)	Employment with firms. (Min 3 years)	.....years	
c)	Total years of professional experience in similar field : 10 years	.....years	
d)	Minimum Specific Experience of Similar Nature: 10 years		
6.	Contract Specialist / Legal Expert	Name: Mr.....	
a)	BE Civil (additionally graduation in Law preferred)		

Sr. No.	Eligibility Criteria as per e-detailed Tender Notice/CSD	Eligibility Criteria fulfillment (To be filled by Bidder)	Reference Pg. No. & Name of file of Scan Documents
b)	Employment with firms. (Min 3 years)	.....years	
c)	Total years of professional experience in similar field : 15 years	.....years	
d)	Minimum Specific Experience of Similar Nature: 10 years		
7.	(a) Quantity Surveyor / Billing Engineer	Name: Mr.....	
a)	BE Civil		
b)	Employment with firms. (Min 3 years)	.....years	
c)	Total years of professional experience in similar field : 10 years	.....years	
d)	Minimum Specific Experience of Similar Nature: 10 years		
	(b) Quantity Surveyor / Billing Engineer	Name: Mr.....	
a)	BE Civil		
b)	Employment with firms. (Min 3 years)	.....years	
c)	Total years of professional experience in similar field : 10 years	.....years	
d)	Minimum Specific Experience of Similar Nature: 10 years		
8.	Structural Designer/Engineer	Name: Mr.....	
a)	Masters in Structural Engineering		
b)	Employment with firms. (Min 3 years)	.....years	
c)	Total years of professional experience in similar field : 15 years	.....years	
d)	Minimum Specific Experience of Similar Nature: 10 years		
9.	Geo-technical Engineer	Name: Mr.....	
a)	Master in Geo-technical		

Sr. No.	Eligibility Criteria as per e-detailed Tender Notice/CSD	Eligibility Criteria fulfillment (To be filled by Bidder)	Reference Pg. No. & Name of file of Scan Documents
	Engineering		
b)	Employment with firms. (Min 3 years)	.....years	
c)	Total years of professional experience in similar field : 15 Years	.....years	
d)	Minimum Specific Experience of Similar Nature: (Min 10 years)		
10.	Safety Engineer		
a)	BE Civil/DCE in Road Safety		
b)	Employment with firms. (Min 3 years)		
c)	Total years of professional experience in similar field : 15 years for BE Civil or 20 years for Diploma Civil		
d)	Minimum Specific Experience of Similar Nature: (Min 10 years in BE Civil & Min 15 years in DCE)		

Note: Bidders are advised

- 1) To fill all Appendix/Annexure as stipulated in TOR.
- 2) To attach the documents fulfilling the stipulated eligibility criteria.
- 3) To mention respective e-file no. & Name with Page Nos. against criteria mentioned above.
- 4) To high light suitably the important aspect fulfilling the stipulated eligibility criteria.
- 5) Not to attach any irrelevant documents.
- 6) Hard copy of documents uploaded on MMRDA's e-tendering portal shall be submitted when asked for with suitably flagged relevant pages and also suitability highlighted relevant contents with Yellow marker fulfilling stipulated eligibility criteria.

Annexure-XI

Location map

Project Management Consultancy Services for the work of Construction of Kalyan Ring Road Segment-III (CH- 07/000 to 12/860 Km) from Motagaon Bridge upto Govindwadi Road.

