



**Mahatma Phule  
Backward Class Development  
Corporation  
e-Tender  
Proposed For  
“DEVELOPMENT OF SAFAI KAMGAR  
CHILD HOSTEL”**

**on land bearing S. No: 57/3 (Area-12820.00**

**Sq.mt)**

**Jambhul Village - Kalyan Taluka- District Thane**



**MAHATMA PHULE BACKWARD CLASS  
DEVELOPMENT CORPORATION  
(GOVERNMENT OF MAHARASHTRA UNDERTAKING)**

The Reputed Engineering and Architectural Consultancy Services for the  
**“Development For Safai Kamgar Child Hostel”** on land bearing Survey No  
57 Hissa No.3, (Area-12,820 Sq.m) at Jambhul Village in Kalyan Taluka District  
Thane in extended MMR Region (Ambernath, Kulgaon, Badlapur Surrounded  
Notified Area -AKBSNA)

**e-Tender**

**MAHATMA PHULE BACWARD CLASS DEVELOPMENT  
CORPORATION**

**N-1, JUHU SUPREME SHOPPING CENTER, GULMOHAR CROSS  
ROAD NO, 9, J.V. P. D. SCHEME, JUHU, MUMBAI- 400049.**

**E-mail : gm@mpbcdc.in**

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**DISCLAIMER:**

The information contained in this e-Tender document or subsequently provided to Applicants (Firms), whether verbally or in documentary or any other form by or on behalf of Mahatma Phule Backward Class Development Corporation (herein after referred to as MPBCDC Authority) or any of its employees or advisers/ consultants, is provided to consultant-bidder on the terms and conditions set out in this e-Tender and such other terms and conditions subject to which such information is provided.

1. This document is not an agreement and is not an offer by the Authority (MPBCDC) to the prospective consultant/Bidder(s) or any other person. The purpose of this e-Tender is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this e-Tender. The information contained in the e-Tender may not be complete, accurate, adequate, or correct. Each Consultant/bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the information contained in this e-Tender and obtain independent advice from appropriate sources.
2. This e-Tender includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Consultant/Bidder may require.
3. This e-Tender may not be appropriate for all persons, and it is not possible for MPBCDC and its employees, advisors, consultants to consider the objectives, technical expertise and particular needs of each party who reads or uses this e-Tender. The assumptions, assessments, statements, and information contained in this e-Tender may not be complete, accurate, adequate, or correct. Each Consultant/bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this e-Tender and obtain independent advice from appropriate sources.
4. Information provided in this e-Tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MPBCDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion of the law expressed herewith.
5. MPBCDC and its employees, advisors / consultants make no representation or warranty an anything contained ability to any person including any Consultant/bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the e-Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Tender or arising in anyway in this Selection Process.
6. MPBCDC also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Consultant/bidder upon the statements contained in this e-Tender.
7. MPBCDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this e-Tender.
8. The Authority and its employees shall have no liability to any person, including any Consultant/bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost, or expenses which may arise from or be incurred or suffered on account of anything contained in this e-Tender or otherwise, including the accuracy, adequacy, correctness, completeness, or reliability of the e-Tender.
9. The issue of this e-Tender does not imply that the Authority is bound to select a consultant/bidder or to appoint the Selected Consultant/bidder for the assignment and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

## SECTION -I: INTRODUCTION

### 1.1. Background

Mahatma Phule Backward Class Development Corporation (MPBCDC), a Govt. of Maharashtra owned company under the Social Justice and Special Assistance Department having its objectives as:

- MPBCDC is mainly engaged in the implementation of various individual and group beneficiary schemes for income generation, skill development, and entrepreneurship set up under D/o Social Justice & Empowerment of GOM & GoI.
- Mahatma Phule Backward Class Development Corporation (MPBCDC), coming up with a project For “DEVELOPMENT OF SAFAI KAMGAR CHILD HOSTEL” on land bearing Survey No 57 Hissa No.3, (Area-12,820 Sq.m) at Jambhul Village in Kalyan Taluka District Thane. The Authority intends to appoint a principal technical consultant to provide services for above mentioned projects.

The e-Tender document can be downloaded from the Website. The amendments/clarifications if any to the e-Tender document will be communicated by Website.

The interested Consultant/bidder may submit their offer (bid) for consideration by the Authority along with processing fee (non-refundable) of Rs.10,000/- (Rupees Ten Thousand only) plus applicable GST @ 18% (i.e., Total amount = Rs. 11,800/-) shall be paid in the form of NEFT/RTGS in favor of MPBCDC, payable at Mumbai.

### 1.2. Brief Description of Bidding Process:

1. The documents provided by the Authority pursuant to this e-Tender as modified, altered, amended, and clarified from time to time by the Authority with the purpose of facilitating bidders to submit their bids and thereby enabling the Authority in the selection of a successful bidder for the assignment collectively are termed as the “Bidding Documents”.
2. The Bid/Proposal shall be valid for a period of not less than 180 days from the Proposal DueDate (the "PDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Authority may request the firms to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, firms will not be permitted to modify their proposals submitted already.
3. The Authority has adopted a two-stage selection process (collectively the “Selection Process”) in evaluating the Proposals comprising Technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a Technical evaluation will be carried out as specified in Section 4.3 of e-Tender. Based on this Technical evaluation, a list of short-listed consultant-Bidder shall be prepared. In the second stage, a financial evaluation will be carried out as specified in Section 4.4 of e-Tender. The Financial Proposal of the eligible and technically qualified proposals will only be opened online for consideration under QCBS evaluation. Proposals will finally be ranked according to their combined Technical and financial scores as specified in Section 4.6 of e-Tender (Quality and Cost Based System (QCBS) of evaluation in the ratio of 80:20 (80% Technical and 20% financial).

## SECTION II: DETAILED INVITATION TO OFFER NOTICE

### 2.1. Website:

**eTender No.** MPBCDC/e-Tender/OSD/SR-08/24-25

Bids for below-mentioned consulting work are invited by the Managing Director on behalf of MPBCDC Ltd, Mumbai The reputed Engineering and Architectural Consultancy Service for preparation of project plans, Detailed Project Report, Project Estimation & Detailed Architectural, Engineering design & drawing, Supervision, Monitoring & Execution including services like Electrical, Mechanical, Plumbing and Fire NOC, interior with furniture etc. For "Development of Safai Kamgar Child Hostel" on land bearing Survey No 57 Hissa No.3, (Area-12,820 Sq.m) at Jambhul Village in Kalyan Taluka District Thane as per Comprehensive Plan of MPBCDC in MMR Region (Ambernath, Kulgaon, Badlapur Surrounded Notified Area -AKBSNA)

The time schedule for various bidding phases is given in the detailed e-Tender notice, which is also available on the website as part of the bid document.

### 2.2. e-Tender DATA AT A GLANCE:

#### SUMMARY DETAILS

Sr. No.	Name of work	EMD Amount Rs.	Period of Engagement	Offer Document Cost Rs.	Remarks
1.	The Reputed Engineering and Architectural Consultancy Service for Topographical survey, Soil investigation, collection of all required data, Design, Drawings, Preliminary & detailed planning of all services like roads, water supply, power supply, supplying optic fibers, solar energy production and utilization, Preparing estimate, Preparation of Detailed Project Report (DPR) including its approval from concerned & statutory authorities, preparation of BOQ, Technical Specifications and market rate justification along with rate analysis & quotations for fixing of Construction / Executing agencies, issuing good for construction drawings and details, Complete for work of Master Planning along with Required Infrastructure of "Development Of Safai Kamgar Child Hostel" preparation of project plans, Detailed Architectural, Engineering design & drawing as per AICTE norms & UDCPR & ITI Based Guideline requirements including services like Electrical, Mechanical, Plumbing, Fire Protection, interior with furniture etc, Supervision During Construction Period of Project Management Consultancy.	5,00,000 (Five Lakh)	5 Years or completion project	10,000 + 1800 (GST)	Selection and Engagement of Engineering & Architecture Consultants

on land bearing Survey No 57 Hissa No.3, (Area-12,820 Sq.m) at Jambhul Village in Kalyan Taluka District Thane in extended MMR Region (Ambernath, Kulgaon, Badlapur Surrounded Notified Area -AKBSNA)				
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All BIDDERS are hereby cautioned that the e-Tender containing any deviation from the contractual terms and conditions, and other requirements and CONDITIONAL e-Tender shall be rejected.

1. Validity Period: The offer from the Bidder shall remain valid for 180 days from the date of opening of the financial Bid.
2. The post qualification process is applicable for e-Tender, and Rates quoted shall be non-negotiable.
3. The Professional Bid Consultancy Service Firm Participating for the first time in e-Tender will have to procure Digital Signature Certificate as well as should compulsory get themselves enrolled on tendering <https://organization.maharashtra.nextprocure.in>
4. For any assistance is required regarding e-Tender, please contact Person No. OSD (TA) : 022-22621931/22621934. gm@mpbcdc.in
5. All requisite information required for the submission of Offer documents is available on the above said website.
6. In view of the conflict of Interest, the Professional Bid Consultancy Services Firm having relation in whatsoever manner with any Key Resource Person / Key Resource Institution or the Member of MPBCDC Task Force shall be barred from applying to the said e-Tender.
7. All rights are reserved by the Competent Authority to reject any or all Offers in full or in part without assigning any reason or accept the offer beyond the validity period.

TIME SCHEDULE OF OPENING OF THE e-TENDER		
1.	e-Tender No.	MPBCDC/eTender/OSD/SR-08/24-25
2.	Mode of Tender	Tender system Online Submission of (Technical Bid & Financial Bid).
3.	Availability of Tender Document Online Only	22/01/2025 to 28/01/2025 at 14.00 hrs.
4.	Date & Time of Offline Pre-Bid meeting	24/01/2025 at 16.00 hrs.
5.	Last Date of bid submission	29/01/2025 at 15.00 hrs,
6.	Date and time of opening of Part-I (Technical Bid) (if possible)	29/01/2025 at 16.00 hrs. If Possible

These instructions to applicants are being issued for appointment of the Professional Consultancy Services firm. Detailed scope of the work is being provided in the Scope of Work / Terms of Reference (TOR).

e-Tender DATA AT A GLANCE (SUMMARY DETAILS)		
S. N.	Particulars	Details

1.	Name of work	The Reputed Engineering and Architectural Consultancy Service for Topographical survey, Soil investigation, collection of all required data, Design, Drawings, Preliminary & detailed planning of all services like roads, water supply, power supply, supplying optic fibers, solar energy production and utilization, Preparing estimate, Preparation of Detailed Project Report (DPR) including its approval from concerned & statutory authorities, preparation of BOQ, Technical Specifications and market rate justification along with rate analysis & quotations for fixing of Construction / Executing agencies, issuing good for construction drawings and details, Complete for work of Master Planning along with Required Infrastructure of "Development Of Safai Kamgar Child Hostel" preparation of project plans, Detailed Architectural, Engineering design & drawing as per AICTE norms & UDCPR & ITI Based Guideline requirements including services like Electrical, Mechanical, Plumbing, Fire Protection, interior with furniture etc, Supervision During Construction Period of Project Management Consultancy. on land bearing Survey No 57 Hissa No.3, (Area-12,820 Sq.m) at Jambhul Village in Kalyan Taluka District Thane in extended MMR Region (Ambernath, Kulgaon, Badlapur Surrounded Notified Area -AKBSNA)
2	Offer Document Cost Rs.	Rs.10,000/- + GST Rs. 1800/- (eTender and S.D. amount shall be paid in the form of NEFT/RTGS in favor of MPBCDC.
3	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Five Lakh Rs. Only)
4	Mode of payment (EMD)	e-Tender and EMD amount shall be paid in the form of RTGS/NEFT in favour of MPBCDC. Mumbai
5	Retention Security Deposit	@ 3% per Value Payable.
6	Mode of Submission of eTender	e-Tender should be Submitted Online Only.
7	Engagement of Consultants	5 Years or project completion
8	Contact Details of MPBCDC Official Address Email: Phone:	OSD TA In charge N-1, Juhu Suprim Shopping Center, Gulmohar Cross Road No, 9, J.V. P. D. Scheme, Juhu, Mumbai- 400049. 022-22621931/22621934. gm@mpbcd.in
9	Any addendum / corrigendum /Cancellation	Any addendum/corrigendum/cancellation of above e-Tender will be informed through Website Only.



10	Bid Documents	Bid Documents consisting of, information and eligibility criteria, of the engagement and the set of terms and conditions of contract and other necessary documents.	
11	Bid Documents acceptance period	The bid for the work shall remain open for acceptance for a period of 180 days from the last date of receipt of bids. If any Bidder withdraws his bid/ offer before the said period or makes any modification in the terms and condition of the bid, the SD at the time of submission of e-Tender shall stand forfeited.	
12	Bid Acceptance Criteria	As per Technical and Financial qualifying Requirements	
13	e-Tender Acceptance Authority	MPBCDC	
14	Account Details.	Bank details are below.	
		<b>Name of Organization</b>	Mahatma Phule Backward Class Development Corporation Limited.
		<b>Bank Name</b>	ICICI Bank
		<b>Bank Branch</b>	S. V. Road, Andheri west Branch Mumbai 400058
		<b>Bank A/c No.</b>	001105026934
		<b>I.F.S.C. Code</b>	ICIC0000011

## **SECTION III: GENERAL INSTRUCTIONS TO BIDDER/CONSULTANT**

### **3.1. Information and Instructions to Consultant/bidders:**

The sealed e-Tender are invited by the MPBCDC for the Reputed Engineering and Architectural Consultancy Services for the work of "Development of Safai Kamgar Child Hostel" on land bearing Survey No 57 Hissa No.3, (Area-12,820 Sq.m) at Jambhul Village in Kalyan Taluka District Thane in MMR Region (Ambernath, Kulgaon, Badlapur Surrounded Notified Area -AKBSNA).

- 3.1.1. The forms of project filter should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any query is not relevant, it should be stated as "Not Applicable". Only 'dash' reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non- responsive.
- 3.1.2. Not Applicable
- 3.1.3. The e-Tender Document shall be typed on applicant's letterhead and submitted Online.
- 3.1.4. Any overwriting or correction shall be attested. All pages of the Main e-Tender Document shall be numbered and should be submitted as a package with a signed letter of transmittal.
- 3.1.5. All the information must be filled in English language only.
- 3.1.6. Information and certificate(s) furnished along with the bid form (the respective application that vouches to the suitability, technical know-how and capability of the consultant) should be physically signed by the Consultant-bidder.
- 3.1.7. The applicant is encouraged to attach any additional information, attested photocopies of similar job orders which were already carried out, regarding his capabilities). No further information will be provided after submission of Main e-Tender Document unless it is requested by MPBCDC.
- 3.1.8. The Main e-Tender Document in prescribed forms as required in this bid booklet duly completed and signed should be submitted along with all relevant documents. The documents submitted in connection with the pre-qualification shall be treated as confidential.
- 3.1.9. The cost incurred by the consultant-bidder in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the MPBCDC under any circumstances.

### **3.2. Instructions to the Bidders:**

Detailed information regarding scope of work and volume thereof can be obtained by Bidder from the Office of MPBCDC on any working day and during the currency of e-Tender, in addition to the details available through these e-Tender documents.

### **3.3. Payment Terms & Retention Deposit:**

Payment will be made on pro-rata basis upon satisfactory completion of assigned work as per milestone scope of work.

### **3.4. Method of Applying**

If the application is made by a firm in partnership, it shall be signed by all Partners of the firm giving their full Typewritten names and current addresses or by a partner holding valid power of attorney on behalf of the firm by signing the bid, in which case a certified copy of the power of attorney shall accompany the Bid. A certified copy of the partnership deed, and the current address of all the partners of the firm shall also accompany the bid.

### **3.5. Revision or Amendment of e-Tender Documents:**

All Rights are reserved to revise or amend the e-Tender document, prior to time specified in time schedule for main e-Tender preparation. Any further revisions

or amendments or time extensions shall be communicated to all concerned by Website only.

**3.6. Earnest Money Deposit:**

All Bidders shall pay EMD and payment shall be made in the form of RTGS/NEFT drawn in favor of MPBCDC and payable at Mumbai.

**3.7. Refund of Earnest Money Deposit**

After acceptance of the offer of successful Bidders, the EMD of other Bidders will normally be refunded within 15-30 days. In the case of successful Bidder EMD Will Refund After Successfully Completion of Project, the Earnest Money Deposit amount shall not carry any interest whatsoever.

**3.8. Consortium/ Joint Venture:**

For the Submission of Bid Consortium or Joint Venture is not permitted.

**3.9. Manner of Submission of e-Tender and Its Accompaniments:**

Main e-Tender Documents are to be prepared and Online submitted in envelope in a two- envelope system. The bidder will prepare two envelopes as follows:

**Technical Envelope:** Containing all qualification related documents along with annexures and supporting documents and listed further. Bidder should also enclose Receipt of NEFT, RTGS and Security Deposit Paid Online. The Technical Bid shall be sealed and Titled "Development of Safai Kamgar Child Hostel."

**Price Bid:** Containing only price bid as per Annexure 7, sealed and titled "Financial Bid Submission for "Development Of Safai Kamgar Child Hostel."

Both Technical and Financial Bid envelopes are to be Submitted Online Only.

Please note that no part of the technical bid shall contain any information regarding the price bid or price offered or the bidder stands disqualified from the bidding process.

**3.10. Conflict of Interest**

- a) The selected Firm should provide transparent, professional, objective, impartial service and hold MPBCDC interest paramount with utmost integrity.
- b) The selected Firm shall not deploy former contractual employees who have served MPBCDC.
- c) The selected Firm shall not downstream or outsource any part of the scope of work from any agency or the advisors appointed by the MPBCDC or sublet the work assigned.
- d) Non-disclosure of such an association will lead to termination of the Agency.
- e) In view of the conflict of Interest, the Professional Bid Consultancy Services Firm having relation in whatsoever manner with any Key Resource Person / Key Resource Institution or the Member of MPBCDC Task Force shall be barred from applying to the said e-Tender.

**3.11. The Bidder Shall Submit Documents Listed Below Online (Along with Technical Bid)**

- a) Certified copy of Income Tax Return for the last 3 financial years.
- b) Certified copy of Deed of Partnership duly registered or Article of Association and Memorandum of Association of Company or Incorporation Certificate
- c) Notarized copy of Power of Attorney authorizing representative to act on behalf of the firm.
- d) All documents required to be submitted Online Only shall be sealed and self-attested.
- e) Undertaking duly signed on letterhead of the firm & scanned copy in ANNEXURE - IX
- f) Self-attested copies of all the work orders if any issued for similar work by the Government of Maharashtra Public Sector Undertakings or Government Organizations/ Companies of Government of Maharashtra.
- g) Photocopies of duly signed e-Tender offer indicated both in figures and words, to

be submitted separately as a Price Bid.

- h) The Main e-Tender forms are available on the Website. The aspiring Bidders will have to download Main e-Tender Booklet from the Website. While submitting the dully filled Main e-Tender Documents the Bidders are required to Deposit e-Tender Fee Rs.10,000/- (Rs. Ten Thousand + 18% GST) and EMD Rs. 5,00,000/- (Rs. Five Lakh only) Payment shall be made in the form of RTGS/NEFT in favor of MPBCDC Mumbai.
- i) Certified copies of ANNEXURES (Duly Signed and Affixed with Firm Seal).
- j) Relevant Supporting documents issued by Competent Authority must be submitted for all information given in prescribed proforma.
- k) self-attested copies of B. Arch & M. Arch or Equivalent Degree certificate from a recognized Institute. Membership of Council of Architecture.

**3.12. Clarifications:**

The clarification (s), if any, may please be sought separately from either OSD (TA) or, GM (Project) MPBCDC , MUMBAI. Via email at gm@mpbccdc.in

**3.13. Instructions to be Considered While Quoting e-Tender Offer**

The Bidder should submit the offer with respect to Qualifying Requirement as mentioned in bid documents. After selection of Consultant, Consultant Agreement will be signed with Bidders. MPBCDC will instruct Consultant of bidders of verticals to submit the price quotes in the form of value in Indian Rupees both in figures & words. The Bidder shall quote for the work as per details given in the main e-Tender viz conditions, special conditions of contract, specifications, Common set of conditions issued/ additional stipulations made by the MPBCDC which will be available at the e-tendering portal from time to time.

**3.14. Goods And Service Tax:**

The e-Tender rates are inclusive of all taxes, except Goods and Service Tax payable on value of the contract as applicable from time to time, however the Fee and Taxes shall be shown separately.

**3.15. Conditional Offer:**

Conditional offers will be summarily rejected. The e-Tenders which do not fulfill any of the conditions of the notified requirements laid down in this detailed e-Tender notice, the general rules and directions for the guidance of the Bidders as mentioned in the e-Tender form or are incomplete in any respect are likely to be rejected without assigning reasons there for.

**3.16. Validity For 180 Days:**

The offer shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening price quotes unless extended and thereafter until it is withdrawn by notice in writing by the Bidder. If the acceptance offer is not communicated within 180 days and if the offer is withdrawn by the contractor Earnest Money Deposit shall be refunded in full.

**3.17. Opening of eTender and Evaluation**

- On the date specified in the time schedule, the tender opening authority will open the e-Tender. The following procedure will be adopted for opening of the e-Tender.
- The Competent Authority will open all the Bids received (except those received late), including modifications made pursuant in the presence of the Bidders or their representatives who choose to **attend opening at 16:00 hours on 29/01/2025 (if possible) for Technical Bid and the specified place at Office of MPBCDC, JUHU MUMBAI**. In the event of the specified date of Bid opening being declared a holiday for the Competent Authority, the Bids will be opened at the appointed time and transaction on the next working day.
- The Bidder's names, the Bid Amount, the total amount of Bid and of any alternative Bid (if alternatives have been requested or permitted), Bid modifications and withdrawals, and such other details as the Competent Authority may consider appropriate, will be announced by the Competent

Authority at the opening.

- The Competent Authority shall prepare minutes of the Bid opening, including the information disclosed to those present.

**3.18. Process to Be Confidential**

Information relating to the examination, clarification, evaluation, and comparison of submitted 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 the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

### 3.19. Eligibility Conditions (Qualification Criteria) Criteria for Consultant / Bidder:

Sr. No.	Criteria	Supporting Document
1	<b>Legal Entity:</b> The consultant / bidder company shall be a Sole Proprietary firm duly Registered / duly Registered Partnership firm under Indian Partnership Act, 1932 (as amended till date) / Limited Liability Partner (LLP) firm duly established under Limited Liability Partnership Act 2008 (as amended till date) / Company incorporated under Companies Act-1956 or Companies Act-2013	Certificate of Incorporation/ registration under companies Act, 1956 or partnership firm registered under Partnership Act. Memorandum and article of Association
2	The bidder should have in its name PAN (Permanent Account Number) and GST Registration Number in India	Copy of the PAN Card and GST Certificate signed by Authorized Signatory of the Bidder
3	<b>Financial: Turnover</b> -The Bidder should have at least average turnover of INR 2.00 Crores in the last three years. (FY 2021-2022, FY 2022-2023, and FY 2023-2024). <i>(To this criterion, standalone turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered).</i>	CA Certificate with CA Registration Number/ Seal clearing mentioning the Turnover or Audited Balance Sheet
4	<b>Project Experience:</b> The Bidder should have carried out and completed any 2 out of the 4 eligible assignments of Architectural Consultant Services for similar work as mentioned below:  Residential, Educational- School Buildings, Hostels, Commercial, or mixed-use development project (excluding industrial and warehousing project) duly completed and handed over, with a minimum cumulative construction area of 1 (One) lakh Sq. m., out of which there should be one single work of at least 0.5 Lakh Sq. M. in Mumbai Metropolitan Region (MMR) , over the past 15 years. <b>OR</b> Residential, Educational - School Buildings, Hostels, Commercial, or mixed-use Development Project (excluding industrial and warehousing project), duly completed with single client, over the past 10 years and handed over, with a minimum cost of Rs. 50 Crores in one geographic location, in Maharashtra.	Work Orders / Service Agreement or Completion or Partial completion Certificate from the client.

5	The Successful Bidder should have Establish office in MMR or Extended MMR.	Rent/ Lease agreement/ ownership details of office
6	The Bidder should have Min. 10 In- house Staff. excluding Freelance and Consultant.	Undertaking from bidder

#### Eligibility Criteria for Key Personnel:

Sr. No.	Key Personnel	Minimum Educational Qualification	Experience on Eligible Assignments & expected role
1.	Architect/ License engineer or Equivalent as Team Leader	<p>B. Arch &amp; M. Arch / or Equivalent Degree from a recognized Institute. Membership of Council of Architecture. As per UDCPR 2020-modified 2022 as follows.</p> <p><b>Architect:</b> The minimum qualifications for an Architect shall be the qualifications as provided in the Architects Act, 1972 and should be registered with the Council of Architecture with valid membership. Such registered Architects shall not be required to again register their names with the Authority. However, he shall submit the registration certificate to the Authority with self-attested.</p> <p><b>Licensing Engineer:</b> The qualification for Licensing Engineer shall be the corporate membership (Civil) of the Institution of Engineer or such Degree or Diploma in Civil or Structural Engineering or equivalent with 10 ye experience.</p> <p>OR</p> <p>Diploma in Civil Engineering or Diploma in Architectural Assistance ship or equivalent qualification, having experience of 20 years in the field of land and building planning.</p>	<p>Minimum 20 Years of Experience on working on Mass housing, Mixed use development with proper vision of conceptualization for Urban Design. He will lead, co-operate, and supervise the multidisciplinary team for preparation of the technical feasibility report and Building plans. He will be responsible for preparing Design/Planning for the development. As per UDCPR 2020-modified 2022 as follows.</p> <p>i) Design as per requirements and site conditions.</p> <p>ii) Prepare and submit plans as per the Regulations and shall be responsible for correctness of the calculations and dimensions mentioned on the plan and shall be liable for consequences arising thereof.</p> <p>iii) Represent before the Authority for scrutiny of drawings.</p> <p>iv) Prepare and issue working drawings details in conformity with approved plans.</p> <p>v) Inform Authority about Commencement of work on site.</p> <p>vi) To verify the work at obligatory stages of plinth completion, completion of RCC structure and superstructure completion to ensure work progress in conformity of approved drawings and dimensions.</p> <p>vii) Inform Authority about reaching relevant stage of work</p>

			<p>where stage-wise approval from the authority is required.</p> <p>viii) Issue completion / part completion certificate for submission to the Authority &amp; to obtain occupation Certificate.</p> <p>ix) To Assist and co-operate with the Authority and other officers in carrying out the work as per provisions of Maharashtra Regional and Town Planning Act, 1966 and of any regulations for the time being in force under the same.</p> <p>x) The above-mentioned Architect's scope and responsibilities shall be applicable for project.</p>
2.	Infrastructure Consultant	B.E. / M.E./ M. Tech / Equivalent	Experience of working for at least 10 years on at least 2 projects providing all infrastructural solutions for microplanning. This will include roads, storm water drains, water supply and sewerage, PTP, electrification with its interface with project level infrastructure
3.	Structural Engineer	<p>B.E. Civil/ M.E./ M. Tech / Equivalent</p> <p>As per UDCPR 2020-modified 2022 as follows</p> <p><b><u>Structural Engineer: -</u></b></p> <p>Graduate in Civil Engineering of Recognized Indian or Foreign University and chartered Engineer or Associated Member In Civil Engineering Division of Institution of Engineers of (India) or Equivalent Overseas institution with minimum 3 Years of Experience of Structural Engineering practices in designing and related field work OR post Graduate degree in Structural Engineering with 2 years' Experience OR Doctorate in structural</p>	<p>Experience of working for at least 10 years on at least 2 projects establishing the Technical Feasibility of the Project and its structural elements.</p> <p>As per UDCPR 2020-modified 2022 as follows</p> <p>i) All structural lay outs and structural design related with plan and development on the basis of details received from Architect/Owner/ builder/ Developer/ Geo Technical Consultant.</p> <p>ii) Wherever required, structural engineer shall avail the service /advice of Geotechnical Engineer.</p> <p>iii) Provide lists of tests to be carried out at each stage of work &amp; allow further work only after satisfying with the same.</p>



		Engineering with 1 year experience.	<p>iv) To verify the structural elements in compliance with structural drawings.</p> <p>v) To document the site visit report mentioning therein the deviation /lapses, if any, in respect of structural elements designed by him and inform the same to the site engineer, owner/developer, architect /licensed personnel for rectification required.</p> <p>vi) He shall be responsible for the adequacy of the structural design in compliance with BIS Code &amp; plans received from Architect / owner /builder /developer to appoint formwork co-coordinator (FWC) for the project.</p> <p>Certificate of structural design adequacy at the time of completion shall be as per format of UDCPR (Appendix C-4.3(viii) Structural Design adequacy.</p>
4.	Quantity Surveyor	B.E. Civil / Diploma in civil engg. Or Equivalent	Experience of working for at least 10 years on at least 2 projects in case of graduate engineer and 20 years on at least 4 projects in case of diploma engineer.
5.	Geotechnical Expert	B.E. / M.E./ M. Tech / Equivalent with Degree in Geo-Technical Engineering	Experience of working for at least 10 years on at least 2 projects study of strata encountered and facilitating structural engineer for design of foundations and having completed project with requisite field experience.
6.	Environmental Expert	B. E. / M.E./ M. Tech Environment/ M. Sc (env) Equivalent qualification	Experience of working for at least 10 years on at least 2 projects Environmental & Social Impact Assessment of the Project, with credential of obtaining EC/MPCB consent etc.
7.	Legal Expert	Any bachelor's degree along with LLB/ LLM / equivalent qualification	Experience of working for at least 10 years on at least 2 projects all Regulatory and sanctions from the Authorities. Relevant experience in dealing with all type of litigation in project life cycle besides expertise in preparation of sales marketing documents.

### **3.20. Clarification of Bids**

To assist in the examination, evaluation, and comparison of Bids, the Competent Authority may, at his discretion, ask any Bidder for clarification of the submitted Bid, including breakdowns of the unit rates. The request 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.

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.

Any effort by the Bidder to influence the Competent Authority in the Competent Authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders 'Bid.

### **3.21. Acceptance of Offer:**

Before acceptance, the successful Consultant-bidder will be called for negotiation by appropriate officers of MPBCDC. The documents related to such negotiations along with modified offer of the successful Bidder if any shall also form the part of contract. After such negotiations the acceptance of the offer may be sent to the consultant by email. Such intimation shall be deemed to be an intimation of acceptance of offer. Bidder whose offer is accepted will have to complete the contract signing and formalities within 21 days from the date of intimation. In the event of the failure of the Bidder to sign the agreement within the stipulated time, the Security Deposit paid by the Bidder shall be liable to be forfeited. The acceptance of the offer shall also be liable to be considered as withdrawn. In that event the work will be awarded to the next or any other contractor whom the MPBCDC considers suitable. e-Tender Acceptance Authority reserves the right to reject any or all offers in full or part without assigning any reasons.

### **3.22. Signing of Agreement for Engagement:**

Successful Bidder will have to sign the General Engagement Agreement with MPBCDC and Work Specific Agreement will be Executed after assign the Work. The documents/information submitted by the contractor during Offer Evaluation related to negotiations shall also form a part of the Agreement for Consultant and Work order.

### **3.23. Forfeiture of EMD And Cancellation of Letter of Acceptance**

The letter of acceptance given to successful Bidder shall stand cancelled and EMD will be forfeited in following events and under such circumstances the e-Tender Acceptance Authority shall consider next lowest Bidder if he is found suitable and eligible.

- Successful Bidder fails to give various undertakings and declarations given in tender document.
- Successful Bidder fails to sign Engagement Agreement in Prescribed Proforma.

### **3.24. Other General Instructions:**

1. Incomplete Schedules/Forms and without necessary details and enclosures are liable to be rejected.
2. The language for submission of document shall be English
3. The enclosed Annexure shall be filled in completely and wherever not applicable it should be written as Not Applicable.
4. The person signing the document submission on behalf of the Consultant-bidder shall enclose Power of Attorney duly authorized and notarized for the same.
5. Financial data should be given in Indian Rupees only.
6. In case the Applicant intends to give additional information for which

specified space in the given format is not sufficient; it can be furnished in an enclosed sheet.

7. All the pages of this document and Annexure should be signed and corrections should be counter signed by the authorized signatory. No over writing is permitted.
8. MPBCDC reserves the right to cross check and confirm the information details furnished by the applicants in the document by making suitable communication with the concern authorities.
9. MPBCDC reserves the right to annul the Tender Document process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.
10. The document in complete in any respect or without supporting documents will be treated as non-responsive and is liable for rejection.

**3.25. Penalty Clause:**

If the contractual services are not completed and compliance report is not submitted on or before every month from the date of work order, then fine up to maximum 10% of the contract value shall be deducted from the fees payable against the bill. Further an amount maximum up to 10% of the contract value shall be considered as maximum penalty for breach of Contract Agreement conditions or unsatisfactory performance and/ or delay in adhering to the prescribed timelines to achieve the milestones prescribed for completion of Scope of Work.

**3.26. Final Decision-Making Authority**

The Competent Authority of MPBCDC reserves the right to accept or reject any or all the offers in part or full for this e-Tender without assigning any reasons thereof and his decision will be final.

**3.27. Amendment of Tender Documents:**

- a) At any time prior to the deadline for submission of tenders, MPBCDC for any reason whether at their own initiative or in response to a clarification required by any prospective Bidders may modify the Tender Documents.
- b) The amendment shall be part of the Tender Documents and will be notified by Procurement Website and will be binding on the prospective Bidders.

**3.28. General Term and Termination**

This Agreement shall become effective upon signing and shall terminate upon breach of the agreement. In case any information mentioned in the body of the agreement and in the attached ANNEXURES is misleading and/or incorrect, this agreement will be terminated immediately. Party sharing the misleading/misinformation will be accountable to pay all damages occurred to the other Party as the result of mislead and/or misinformation. Any breach of terms and conditions on the part of the Contractor shall be liable for termination of this contract by MPBCDC by serving notice of 30 days and in such case the contract shall stand terminated on the expiry of the said notice period.

**3.29. Force Majeure**

No Party to this Agreement is responsible to any other Party hereto for non-performance or delay in performance of the terms and conditions hereof due to acts of God, acts of governments, riots, wars, strikes, fires, floods, explosions, pandemics, quarantine periods, court orders or similar causes beyond the control of the affected Party.

***Note: In the event of any unforeseen closure of work / holiday on any of the above days, the bids will be opened on the next working day without any further notice***

## **SECTION IV: EVALUATION OF PRPOSAL AND BID OPENING**

### **4.1. Opening of Bid**

Opening and Evaluation of Bids: The Authority will open Bids at 16.00 Hrs (IST) on the specified date for opening as in Clause 2.2 of e-Tender specified and in the presence of the Bidders who choose to attend.

### **4.2. Tests of Responsiveness:**

The only Technically qualified bids shall be considered for the opening of their Prize bid. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid.

### **4.3. Evaluation of Technical Proposal:**

After ensuring the eligibility as stipulated, the Technical Proposal will be evaluated based on Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 75 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest based on their Technical Score (ST).

**The scoring criteria to be used for evaluation shall be as follows:**

<b>Sr. No.</b>	<b>Evaluation Criteria</b>	<b>Points</b>
<b>1. Financial Capabilities</b>		
	The Bidder should have an average annual Turnover of Minimum Rs. 2 Cr. for the last 3 Financial Years	(05 max)
	Above Rs. 4 Cr.	5
	> Rs. 2 Cr. – Rs. 4 Cr.	3
	>= 2 Cr.	2
<b>Total (Financial Capabilities)</b>		<b>05</b>
<b>2. Technical Capabilities</b>		
A.	Residential, Educational - School Buildings, Hostels, Commercial, or mixed-use development project (excluding industrial and warehousing project), duly completed and handed over, with a minimum cumulative construction area of 1 (One) lacs Sq. m., (out of which there should be one single work of at least 0.5 Lacs Sq. M.) in Mumbai Metropolitan Region (MMR), over the past 15 years.	(10 max)
	Above 5 Lakh Sq. Mt.	10
	> 2 Lakh – Rs. 5 Lakh Sq. Mt.	6
	>= 1 Lakh Sq. Mt.	4
B.	Residential, Educational - School Buildings, Hostels, Commercial, or mixed-use Development Project (excluding industrial and warehousing project), duly completed with single client, over the past 20 years and handed over, with a minimum cost of Rs. 50 Crores in one geographic location, in Maharashtra.	(10 max)
	Above 90 Cr.	10
	> Rs. 50 Cr. – Rs. 90 Cr.	6
	<= Rs. 50 Cr.	4
C.	Staff Strength of Organization (in-House staff excluding freelance) to comply with the project scale	(10 max)

	Above 20 staff	10
	Above 10 staff – 20 staff	6
	> = 10 staff	4
<b>Total (Technical Capabilities)</b>		<b>30</b>
<i>Note: (I) Any 2 out of 2.A, 2.B, 2.C, are minimum technical eligibility criteria.          (II) C is a mandatory criteria and unavailability of the same will result in non-qualification</i>		
<b>3. Key Personnel</b>		
Key Personnel in the team for the Project based on: (i) The relevant qualification, (ii) And relevant work experience in projects of similar nature (Max 30)		
(i)	<b><u>Architect</u></b> The minimum qualifications for an Architect shall be the qualifications as provided in the Architects Act, 1972 and should be registered with the Council of Architecture with valid membership. Such registered Architects shall not be required to again register their names with the Authority. However, he shall submit the registration certificate to the Authority with self-attested & affidavit for non-Disciplinary action.	Max 9
	Educational Qualification with Postgraduate or Equivalent	9
	Educational Qualification with Graduate or Equivalent	05
(ii)	<b><u>Licensing Engineer:</u></b> The qualification for Licensing Engineer shall be the corporate membership (Civil) of the Institution of Engineer or such Degree or Diploma in Civil or Structural Engineering or equivalent with 10 yr of experience in the field of land and building planning. OR Diploma in Civil Engineering or Diploma in Architectural Assistance or equivalent qualification, having experience of 10 years in the field of land and building planning.	Max 04
	Educational Qualification with Graduate or Postgraduate or Equivalent	04
	Educational Qualification with Diploma in Civil Engineering or Diploma in Architecture or Equivalent	03
(vi)	Infrastructural Expert: - B.E. / M.E./M. Tech/ Equivalent, Experience-10 years.	5
(vii)	Sr. Structural Engineer: - B.E. Civil/ M.E./M. Tech/ Equivalent, Experience-10 years.	5
(viii)	Quantity Surveyor: - B.E. / Diploma in civil engg. Or Equivalent, Experience-10 years.	3
(ix)	Geotechnical Expert: - B.E. / M.E./M. Tech/ Equivalent with Degree in Geo- Technical Engineering, Experience-10 years.	3
(x)	Environmental Expert: - B E / M.E./MTech Environment/ Equivalent Experience-10 years.	3
(xi)	Legal Expert: - Bachelor/ Equivalent Experience-10 years.	3

<b>Total (Key Personnel)</b>		<b>35</b>
<b>4. Methodology and Approach (20 Marks)</b>		
1	About Organization and Understanding of Scope of Work in Brief	20
2	Detailed Work Plan and Methodology	10
	<b>Total (Methodology and Approach)</b>	<b>30</b>

#### 4.4. Evaluation of financial proposal

1. Bidders should necessarily give the financial details in the formats given in this e-Tender. All the financial details should be given in the prescribed format only and in accordance with the details and terms and conditions as mentioned in the e-Tender (hence the bidder is expected to understand the e-Tender in all respects).
2. The Bidder is expected to price all the items and services sought in the e-Tender and proposed in the Technical Proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
3. MPBCDC may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the Technical Proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the Technical Proposal and should incorporate all the clarifications provided by the Bidder on the Technical Proposal during the evaluation of the technical offer.
4. Financial Proposal shall not contain any technical information and should be unconditional.
5. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

#### 4.5. Evaluation Methodology

MPBCDC will evaluate the proposals based on the marking scheme given above. The score (Pe) for Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed above. Only those consultants whose technical proposal total score is 75 or above shall be qualified and shall be considered for the next stage of evaluation.

The Financial Proposals of the Bidders who qualify technical evaluation shall be opened. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives.

The Financial Proposals shall be given scores as follows:

**$Pf = 100 \times \text{Financial Proposal of Lowest Bidder} / \text{Financial Proposal of Bidder under consideration}$**

The Weights given to the Technical and financial proposal area as follows:

1. Technical Proposal: 80%
2. Financial Proposal: 20%

The Composite Score shall be computed as follows:

**Composite Score = (Pe X 0.8) + (Pf X 0.2)**

The Bidder obtaining the highest Composite Score would be declared as the Preferred Bidder. The financial proposal for disqualified consultants shall be unopened. MPBCDC shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

## **SECTION V: SCOPE OF ENGAGEMENT**

### **5.1. Background:**

The Mahatma Phule Backward Class Development Corporation is set up by the Govt. of Maharashtra as on 10th July 1978 for the economic upliftment of scheduled Castes and Nav- Buddhas MPBCDC is known for its pioneering & innovative welfare- oriented programs & schemes for the backward class communities.

Mahatma Phule Backward Class Development Corporation (MPBCDC) aims to deal socio-economic and educational upliftment of the Scheduled Castes, and Backward classes in the State of Maharashtra and implement schemes and programs of any department or agency of such department of Govt. of India (GoI) and its agencies and Govt. of Maharashtra (GoM) for All entrepreneurship and skill development to achieve or fulfil any objects of this company including but not limited to forward back linkage integration, setting up of business by start-ups of weaker and schedule caste persons and making them available funding, financing and accounting systems, secretarial practices and audit supports system, legal frame work and all incubation support ecosystem to make them self-sustainable entities or groups of entrepreneurs or companies. MPBCDC is exploring various innovative technologies on EV charging, Battery storage solutions, Solar parks, Solar hybrid projects rooftop solar, e-mobility solutions, Green Hydrogen technologies and related projects, Waste to Energy projects, Climate change and environment related projects, Energy Audit and conservations, skill development projects, Affordable housing, RMC and various infrastructure projects, mine backfilling, Bio-CNG and Biomass to energy projects, carbon footprints & carbon capture and various Central Govt. and Govt. of Maharashtra's schemes and socio-economics projects for uplifting Schedule caste people etc.

### **5.2. Detailed Scope of Work**

The entire scope of the assignment is broadly divided into four groups namely.

- A. Preparatory Services
  - B. Architectural Planning and Design
  - C. Approval Services
  - D. Consultancy/Advisory
  - E. Supervision During Construction Period or EPC Contract
- A. Preparatory Services** - Study all available information about the project from all available sources and data provided and work out conceptual Building Plan and architectural/services design of project. The objective under preparatory services is to finalize a set of conceptual Project plan, Architectural and Engineering services design within the feasibility parameters in an iterative manner.
- B. Architectural planning, designing & drawings - Preparation** of architectural designs and drawings of all units/buildings including all ancillary buildings (viz. Security cabin, Electrical substation, amenity space, compound wall, Gates etc. as per UDCPR 2020 amended till date), on site services i.e., all infrastructural work within the Project boundary along with its interface with infrastructure. The detailed structural designs and drawings, MEPF services, HVAC (Heat, ventilation, and air conditioning) services, electrical works, PA system, CCTV surveillance, solid waste disposal mechanism, rainwater harvesting, landscaping, Fire NOC Plan, interior with furniture etc. This will also include perspective views, 3D digital views, walk through for design approvals and brochure.
- C. Approval Services:** Obtaining statutory clearances from various departments / Authorities concerned. It includes all expenses towards Fire authority Clearance testing, field investigation, soil exploration etc. as required for processing & obtaining statutory clearances. This includes inter alia environmental clearance, Technical Sanction RERA registration, AAI NOC, development permissions and Director technical approval for Hostel.
- D. Consultant Advisory Services:** Assisting FC in business plan preparation, assisting in

implementation agency formulation process, assisting in bidding process towards implementation of project.

**For successful implementation of the assignment, the scope of work is also classified in seven stages as under:**

**Stage-I:** To develop conceptual Project plan, architectural and services design along with block cost estimates.

**Stage-II:** To undertake such level of detailing including block cost estimate at each level of detailing /development of the project as required by MPBCDC by submitting walkthrough, 3D views, and drawings as required, of the Project plan and architectural/services design, which are approved by the MPBCDC.

**Stage-III:** Upon finalization of composition of planning submit preliminary designs drawings for input from authorities, such as statutory authorities, engineering, Structural, MEPF etc.

**Stage-IV:** Detailed Architectural and Engineering design and obtaining of all statutory clearances/ Permissions etc.

**Stage-V:** Detailed engineering design as per the approved clearances by various authorities and preparation of detailed estimate, certification of built up and carpet area, preparation of bid documents for selection of agencies for implementation of project etc.

**Stage-VI:** Overall project (Engineering & Architectural Services) monitoring (Project Management Consultancy) including necessary revisions as per the site requirement etc. Supervision, Site Visits, Monitoring, Execution During Construction Period etc.

**Stage-VII:** Assisting MPBCDC with input drawings such as plans, elevations, amenities list, landscapes, submission of maintenance manual, certification of as built drawing etc. It has been envisaged that the work under Stage-I, II, III shall lead to the formation of implementation agency, the finalization of conceptual Plan/Design and the business plan. The remaining stages are constituted of the completion of detailing, approvals, and actual implementation of the project to Completion & Obtaining Occupation Certification etc.

**A. Preparatory Services:**

1. Review all the relevant information as provided including related policy notifications, unified UDCPRs, allied applicable development regulations, DP remarks, environmental aspects (e.g., CRZ, Forest, Mangroves, wetland implications Blue-Red Line), relevant Impact assessment reports, Permissible FSI.
2. To study the following data, or made available by the consultant: -
  - a. Sanctioned Regulation, relevant impact assessment reports, inter alia pertaining to Project Purpose.
  - b. Sanctioned Development Plan
  - c. Existing land use in and around the project area.
  - d. Study of existing infrastructure, accessibility, circulation pattern and parking, activity distribution, inter-connectivity, and external linkages. including the following:
    - I. Neighborhood road network.
    - II. Detailed road sections.
    - III. Circulation and parking strategy.
    - IV. Street character
    - V. public transport routes, if any.
    - VI. Pedestrian movement systems.
  - e. Review and analysis of existing Geo-technical and Geo-environmental data
3. The consultant shall study in detail the natural drainage scheme falling in the project as well as overall area drainage requirement along and across the plots to arrive at the requirements of storm water drains, cross drainage structures for the proposed road based on hydrological norms prescribed by Competent Authority. The same will have to be vetted by concerned authorities in context of existing storm water lines, sewer system, water supply etc.
4. To carry out at relevant stage, the Environmental survey to understand the potential impact of environmental factors on real estate and construction developments.



5. To identify water, sewerage & power tapping possibilities from existing network. To assess the impact on existing infrastructure, and assess the gap in provision, indicating cost implications.
6. Conduct a detailed Strength, Weakness, Opportunities and Threats (SWOT) analysis of the proposed site in terms of infrastructure and other relevant factors.
7. Study of Physical, Geographical, Political, social & Demographical setting of the locality under consideration from planning perspective.
8. Enlist comprehensively the permissions required for implementation and the authorities concerned to apply for clearance etc.

**B. Architectural Planning and Design and Drawings:**

Understanding in brief, urban context, study of existing infrastructure, utilities, and services to integrate with proposed infrastructure, project planning and phasing, finalizing the areas required for various infrastructure, utilities and services, preparation of submission drawings, tender drawings, execution.

1. To Study Site evaluation and analysis report including identification of existing physiographic and other natural features.
2. Review the Geo-spatial Survey and GIS Map with CIMS/ topographic survey report of the baseline survey report and close traverse survey details along with the photographs of important locations which is expected to include GPS benchmark, GTS benchmark, triangulation network points, temporary benchmarks etc. In case of any observed inadequacy, need additional data to make it comprehensive.
3. The Project Plan for these areas shall provide the following:
  - a. Infrastructure strategies.
  - b. Preliminary proposal for development, conceptual land use plan and ecological footprint.
  - c. Prepare detailed land use statement and a plan.
    - I. Residential
    - II. Commercial.
    - III. Recreational
    - IV. Road Network.
    - V. Open spaces.
    - VI. Social amenities.
    - VII. Any other land use compatible to Residential
  - d. In Transportation Design, the Plan will cover the following:
    - Design of internal roads, footpath, drains & other roadside infrastructure within the complex duly integrated with the existing infrastructure.
    - The real estate component should be well integrated with the existing / proposed transportation infrastructure & at the same time it should be clearly separated from station operation and maintenance point of view.
    - The consultant shall submit ten copies of the comprehensive report and drawings on road design and specification covering various aspects such as geometric design of road, pavement design, at grade and grade separated intersections, cross drainage structures, parking details, junction details, entry-exit locations as well as other related road elements.
  - e. Preparation of final submission drawings for permissions, Tender drawings, detailed working drawings for execution, and as built drawings as per execution on site for all the buildings in the layout of Project.
    - i) Site plans/Building layout plan with internal roads, pathways, parking, open spaces, gardens, landscape elements, ancillary buildings, entry and exit, compound wall, security cabins, substations etc.
    - ii) Plans, Elevations, Sections of all the buildings in the layout plan.
    - iii) Material Specifications of all the buildings and structures, landscapes, elements in the layout plan including compound wall and gate etc.

- iv) 3D views for design approval only.
- f. Coordination with MEP consultants Drainage, Sewerage, Water supply, power supply and backup DG set / rooftop solar power services etc.
- g. Co-ordination of drawings for finalized landscape, street furniture and graphic signage.
- h. Furnish report including implementation/ phasing strategy.
- i. Preparation of Submission drawings for development permissions, working drawings for tender/execution purpose, as built drawings as per site conditions for final record
- j. Preparation of detail material specifications in consultation with PWD
- 4. On approval of the Final Project Plan and Architectural Design the Consultant shall provide following detailed submissions:
  - I. Layout and site development report.
  - II. Architectural design & drawings for all structures
  - III. Structural Engineering designs & drawings of all structures
  - IV. Sanitary, plumbing, drainage water supply and sewage designs for all structures
  - V. Electrical network designs & drawings. Fire-fighting design layout of site and all buildings in the layout plan.
  - VI. Heating, ventilation, and air-conditioning designs (HVAC)
  - VII. Landscape design & drawings and development.
  - VIII. Indicative furniture layout for typical flats /apartments/houses
  - IX. On site Infrastructure drawings and layouts includes compound wall, gates, etc.
  - X. Preparation of tender documents based on State Schedule of Rates (SSR) / Lump sum as applicable for the identified area.
  - XI. Signage for entire project.
  - XII. Area lighting on site, common areas etc.
- 5. Consultant to submit necessary details to Proof Consultant for proof checking of structural design and drawing from IIT(B)/VJTI for all designs and drawings.
- 6. Sign-off, the BIM model as prepared by the implementing agency after satisfaction of the designed model meeting requirements and correctness as per consultant.
- 7. Preparation and submission of preliminary and detailed Cost Estimates, Bill of Quantities, item wise specifications, Quality Assurance test, ranges of important material etc and Tender documents: These shall conform to SSR /National Building Code norms. Reference shall be furnished in case of Market Rate for non-schedule items with detailed specifications. Etc. & working out unit cost for building & or on-Site works.
- 8. Preparation of bid document, assisting bidding process with reply to queries to acceptance of bid stage.
- 9. The bidder shall prepare the following:
  - a) Provide walkthroughs, 3D Images, Conceptual layouts, for the entire project plan, along with the surrounding area highlighting the salient features of planning and design of project.
  - b) Providing input data to the MPBCDC develop a scale model.
- 10. Periodic architectural site supervision and coordination with contractors and site team for
  - a. Issuing timely Good for Construction drawings.
  - b. Finalization of Quality assurance manual.
  - c. Modification of plans layout during execution as required under any untowards situations.
  - d. Architecture related matters about detailing, inadequate data etc.
  - e. Overall project monitoring Also Project Management consultancy w.r.t to quality.
- 11. Certification of as built drawings.

### **C. Approval Services**

- a. Obtain all statutory/local clearances required for project as per GOM policy.

- b. Preparing Building plans and drawings (Submission Drawings) as per UDCPR 2020/AICTE norms & requirement, ITI Basis Guidelines etc.
- c. Issuance of certificate about phase completion for availing finance from MPBCDC.
- d. Sign-off on the RERA certificate as generated by the contractor, after verification.
- e. Licensing and coordinating services for all works related to approvals and NOCs from appropriate authorities.
- f. Submission of plan the plans/proposals and designs & drawings including modifications thereto, if any, suggested/recorded by the various authorities doing approval process to be considered by the Consultant.
- g. Co-ordination towards proof checking of designs and drawings for structures, services, construction methods, temporary works, enabling arrangements assisting MPBCDC obtaining approvals from government departments statutory clearances/ permissions etc.
- h. Preparing the inventory of completed assets (Building & Infra) etc.
- i. Preparing estimate for technical sanction obtain from PWD etc.
- j. Preparing interior work including furniture etc.

**D. Consultant Advisory Services:**

- a. Assisting in implementation agency formulation process,
- b. Assisting in bidding process towards implementation of project.

**E. Project management consultancy**

- a. Supervision and Compliance: Planning, designing, and supervising the construction activities, including site visits during the construction period (and any extensions), ensuring the EPC contractor's work complies with QA/QC standards and all required tests meet specified parameters.
- b. Billing and Verification: Preparing and verifying the EPC contractor's bills for submission to the department as required, ensuring accuracy and compliance with project requirements.

**Stage Wise Details About Scope of Work:**

**A. Preparatory Services** - Study all available information about the Project by the consultant or directly available with the consultant and working out conceptual project plan and architectural/services design of project. Objective under preparatory services is finalize a set of conceptual project plan, architectural and engineering services design This includes the following components:

- Submission of first draft conceptual project plan and architectural design with block cost.
  - Modification /revisions in plan and block cost as per MPBCDC
  - Submission of final conceptual project plan and architectural design
- Completion of balance Preparatory Services.

**B. Architectural planning, designing & drawings-**

Preparation of architectural designs and drawings of all units/buildings including all ancillary buildings (viz. Security cabin, Electrical substation, amenity space, compound wall, Gates etc. as per UDCPR 2020 amended till date), on site services i.e., all infrastructural work within the scheme boundary along with its interface with city level infrastructure. The detailed structural designs and drawings, MEPF services, HVAC (Heat, ventilation, and air conditioning) services, electrical works, PA system, CCTV surveillance, solid waste disposal mechanism, rainwater harvesting, landscaping, interior work with furniture etc. This will also include perspective views, 3D digital views, and walk through for design approval only. This scope is broadly divided into segments B1 and B2 as detailed under:

**B1: Initial Stage**

- (i) To assist for detailing including block cost estimate at each level of detailing / development of the plan as required by PWD for this purpose.

- (ii) Providing project walk through, 3D images for understanding of design, and design approval.
- (iii) Certification of built-up area, carpet area, construction area, FSI calculation etc.
- (iv) Submission of design drawings for initiation of the statutory process.
- (v) Modification and revisions in design and drawings as an outcome of statutory clearances.
- (vi) Proof checking of designs and drawings of all elements namely, structural, and that all on site works from approved agency.
- (vii) Preparation of detail estimates based on current SSR including providing specifications and makes for various items to be incorporated in the work, quality assurance manual, indicating range of important finishing material, working out unit price, processing the proposal for technical sanction and administrative approval from competent authority of MPBCDC and PWD.
- (viii) Preparation of bid document.
- (ix) Assisting in bidding process from its inviting stage to acceptance stage.
- (x) Assisting for bid evolution process.
- (xi) Submission for C.C, and initiation of execution stage.
- (xii) Issuance of GFC drawings for the contractors engaged by MPBCDC.
- (xiii) Obtaining fire NOC/Environmental NOC/Director technical approval for Hostel.
- (xiv) Providing input drawings such as plans, elevations, amenities list, landscape drawings and unit areas and count.
- (xv) Obtaining technical sanction from PWD Authority.

#### **B2: Implementing stage.**

Architectural, planning designing and drawings at actual execution stage.

- (i) Overall project monitoring (but not project management consultancy) including necessary modification, revisions in the designs and drawings to study with the site conditions & MPBCDC requirement.
- (ii) Overall quality inspection with monthly project site visits of quality, workmanship.
- (iii) Signing off the BIM Model as prepared by the Implementing agency after satisfying the requirements as per the project stage.
- (iv) Certification of as built drawings.
- (v) Submission of building maintenance manual for each type.

#### **C. Approval services**

Obtaining statutory clearances from various departments/Authorities concerned. This includes inter alia environmental clearance, RERA registration, AAI NOC, permissions, etc. This includes inter alia the following components:

- i. Environmental clearances.
- ii. RERA registration.
- iii. All Height approvals.
- iv. Layout approval and development permission inclusive of CC, plinth, OC etc.
- v. Other clearances like technical sanction/ Technical board approval/ Govt. higher technical education department approval etc.

#### **D. Consultant Advisory**

1. To work in co-ordination with MPBCDC till finalization of Implementation Agency namely.
  - a) Assisting in bidding process for pre and post selection stages of the contractor.
  - b) Framing contract agreements, documentation as per MPBCDC requirement
  - c) Evaluation of offers received during various bidding process and finalization of successful bidder/s
2. To work in co-ordination with subsequent to finalization of Implementation

Agency, namely

- a) Making complete list of assets upon execution
- b) Preparation of maintenance manual
- c) Assisting in claims/ arbitration /litigation.
3. Evaluation of qualification/proposal submissions by Bidders and finalization of successful bidder with signing of Agreement.
4. Making a complete list of assets created upon execution of the project.
5. Providing maintenance manuals with dos and don'ts, assisting in visualizing the maintenance and duration, of major repairs, replacement.

#### **E. Project Management Consultancy**

- The work includes planning, designing, and supervision during the construction period. It involves site supervision and site visits as required by the department throughout the construction phase, including any extensions to the construction period. The scope also covers supervising the work of the EPC contractor in accordance with QA/QC standards, ensuring all required tests are conducted and meet the specified parameters. Additionally, the preparation and verification of the EPC contractor's bills will be carried out and submitted to the department as and when required, ensuring accuracy and completeness.

#### **5.3. Payment Schedule:**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Percentage</b>	<b>Cumulative</b>
	<b>(I)Pre-Tender Activities (60%)</b>		
1.	<b>(A1) Preparatory Services -</b> Study all available information about the scheme from all available sources and data provided by MPBCDC and work out conceptual project plan and architectural/services design of project. Objective under preparatory services is finalize a set of conceptual project plan, architectural and engineering services design within the feasibility parameters This includes the following components:	<b>10%</b>	<b>10%</b>
	Submission of first draft conceptual project plan and architectural design with block cost	30% of A1	
	Modification /revisions in plan and block cost for Finance from MPBCDC	30% of A1	
	Submission of final conceptual project plan and architectural design	20% of A1	
	Completion of balance Preparatory Services	20% of A1	

2.	<b>(B) Architectural planning, designing &amp; drawings at initial stage</b> – Preparation of architectural designs and drawings of all units/buildings including all ancillary buildings (viz. Security cabin, Electrical sub- station, amenity space, compound wall, Gates etc. as per UDCPR 2020 amended till date), on site services i.e. all infrastructural work within the scheme boundary along with its interface with city level infrastructure. The detailed structural designs and drawings, MEPF services, HVAC (Heat, ventilation, and air conditioning) services, electrical works, PA system, CCTV surveillance, solid waste disposal mechanism, rainwater harvesting, landscaping, etc. This will also include perspective views, 3D digital views, walk through for design approvals.		
	This scope is broadly divided into segments B1 and B2 as detailed under:		
	<b>(B1) Initial Stage</b>	<b>20%</b>	<b>30%</b>
	To work out and undertake such level of detailing including block cost estimate at each level of detailing /development of the plan.	5% of B1	
	Providing project walk through, and scheme renders for design approval.	5% of B1	
	Producing preliminary designs drawings, coordinated with the client and relevant agencies.	5% of B1	
	Certification of built-up area, carpet area, construction area, FSI calculation etc.	5% of B1	
	Submission of drawings set for start of statutory approval.	5% of B1	
	Modification and revisions in design and drawings as an outcome of statutory clearances.	3% of B1	
	Detail engineering including structural, MEP etc as per the approved clearances and preparation of bid documents.	30% of B1	
	Proof checking of designs and drawings of all elements namely, structural, and site works from approved agency of Client, such as IIT and VJTI	5% of B1	
	Preparation of detail estimates based on current SSR including providing specifications and makes for various items to be incorporated in the work, quality assurance manual, indicating range of important finishing material, working out unit price, processing the proposal for Technical sanction and administrative approval from competent authority of PWD.	15% of B1	
	Preparation of bid document.	3% of B1	
	Assisting in bidding process from its inviting stage to acceptance stage.	3% of B1	
	Assisting for bid evolution process, and selection of implementing agency.	3% of B1	
	Submission of updated drawing as per statutory inputs for further approvals and NOC's.	5% of B1	

	Issuance of preliminary GFC drawings for the contractors engaged by MPBCDC	5% of B1	
	Assisting the marketing agency with input drawings of the project limited to plans, elevations, list of amenities, Landscapedrawings, Unit counts, RERA and Pure Carpet areas, or any additional data mutually agreed upon.	3% of B1	
	<b>(B2) Implementation stage</b>	<b>10%</b>	<b>40%</b>
	Architectural, planning designing and drawings at actual execution stage.		
	Overall project monitoring (but not project management consultancy) including necessary modification, revisions in the designs and drawings to study with the site conditions / Client's requirement.	60% of B2	
	Overall quality inspection with monthly project site visits of quality, workmanship.	10% of B2	
	Providing sign-off, for project implementation through BIM model developed by Implementing agency.	10% of B2	
	Certification of as built drawings.	10% of B2	
	Submission of building maintenance manual for each type.	10% of B2	
3.	<b>(C1) Approval services</b> Obtaining statutory clearances from various departments/Authorities concerned. (Any testing, survey, investigation required shall be as per actual paid extra). This includes inter alia environmental clearance, RERA registration, AAI NOC fire NOC, development permissions, technical sanction approval etc.	<b>10%</b>	<b>50%</b>
	Govt. higher technical education department approval	50% of C1	
	AAI Height approvals and technical sanction	15% of C1	
	NOC's - CFO, Highway Red & Blue Line High Tension Line etc, as per project requirement etc.	15% of C1	
	Layout approvals and development permissions including CC, for initiation of Execution stage & OC for Completion of Work etc.	20% of C1	
4.	<b>(D1) Post Implementation Stage -</b>	<b>10%</b>	<b>60%</b>
	To work in co-ordination with MPBCDC after finalization of Implementation Agency, namely		
	a) Preparation of maintenance manual	40 % of D1	
	b) Assisting Client in claims/ arbitration /litigation,	30 % of D1	
	c) Assisting Client in preparing mechanism for future fund arrangement towards major repairs and maintenance during stipulated life of structures etc.	30 % of D1	
	<b>(II) Post-Tender Activites (40%)</b>		
	<b>(A1) DURING PROJECT INITIATIVE PERIOD</b>	<b>40%</b>	<b>40%</b>
1.	Up to Plinth	5% of A1	
2.	Up to Superstructure	15% of A1	

3.	Up to finishing works, all services, horticulture and landscaping	30% of A1	
4.	Testing and commissioning. Handing over/ Taking over, obtaining of occupancy certificate, clearances from Fire Department and all other statutory	20% of A1	
5.	On completion of post construction works. Submission of SMB (Standard measurement book) layout of services including electrical and mechanical also	20% of A1	
6.	After completion of defect liability period	10% of A1	

**Note:**

- Payment will be released in commensurate with assignment performed and is in coordination with deliverables.
- The proportionate percentage payment will be released on the approved area for work executed on every eligible stage of payment.
- The successful bidder to obtain go ahead approval for various stages from time to time.
- Payment of Bills & other claims-
- The payment of bills and other claims if any arising out of the contract will be made by RTGS/NEFT. The successful Bidder, therefore, will have to furnish the information as regards the vendor No. registered with MPBCDC. Vendor No. can be obtained by paying the requisite fees and giving necessary information such as PAN Card, Bank Details, Goods and Service Tax Registration etc. in the prescribed form available with MPBCDC.
- All payments shall be made in INR and not in any other currency.



## **SECTION VI: OTHER INSTRUCTIONS TO BIDDER**

### **6.1. Deviations**

No deviations will be accepted. Bid with any Technical or financial deviation shall be summarily rejected.

### **6.2. Taxes And Duties**

The selected bidder/consultant shall be liable and responsible for payment of all Income Tax and all other taxes, which may be levied on the Compensation, or any other professional fees received from the MPBCDC under the terms of this tender and shall keep the MPBCDC harmless against any claim / liabilities and outgoing in this behalf.

### **6.3. Insurance**

The selected bidder/consultant shall be liable to take/maintain comprehensive insurance for their personnel associated with the work at their own cost. The details of the same shall be furnished to MPBCDC.

### **6.4. Responsibility And Obligations of Bidder/Consultant:**

- 6.4.1. The selected bidder/consultant shall be required to render detailed services which are necessary for the satisfactory completion of the project in totality.
- 6.4.2. The selected bidder/consultant shall be fully responsible for operability, maintainability and reliability of services provided by him.
- 6.4.3. The selected bidder/consultant shall be fully responsible for the collection of all data to enable him to provide the Bid Advisory services.
- 6.4.4. The MPBCDC reserves the right to review the work performed by the Bidder, ask for any clarifications and changes / modifications to the work performed by him. Such changes shall be mutually discussed and agreed between the MPBCDC and Bidder and the same shall be incorporated by the Bidder in his work without any cost liability to the MPBCDC and without any dilution of the responsibility of the Bidder.
- 6.4.5. The selected bidder/consultant shall himself be responsible to collect whatever needed information from the MPBCDC at the appropriate stage of his work, for considering the same for his further work / services and / or coordination.
- 6.4.6. The selected bidder/consultant shall be responsible to pursue, expedite and ensure timely submission of all data and documents.
- 6.4.7. The selected bidder/consultant acknowledges that all plans, design calculations, studies, data, maps, drawings, and specifications prepared by the Bidder in connection with the Project is property of the MPBCDC and the same shall be handed over to the MPBCDC as and when requested by the MPBCDC or upon termination of the Agreement or upon completion of provision of the Services.
- 6.4.8. The selected bidder/consultant shall not prepare article(s) or photograph(s) for publication or speeches about the Services without the prior written consent of MPBCDC.
- 6.4.9. The selected bidder/consultant shall be the employer of all the personnel engaged directly or indirectly in rendering the Services under the Contract Agreement.
- 6.4.10. This e-Tender does not and shall not be construed to create any employer-employee or principal-agent relationship between the MPBCDC and any employees, representatives and personnel engaged by the Bid Advisory Firm in the performance of Services.
- 6.4.11. The selected bidder/consultant shall be responsible for payment of all or any expenses including, without limitation, all amounts payable towards pension, annuity, or employment compensation, or any other payment to be made under the Applicable Indian Law and/or otherwise to the professionals, technicians or workmen employed and/or contracted in relation to the provision of Services under the Agreement.

- 6.4.12. The selected bidder/consultant shall defend, hold harmless and indemnify the MPBCDC against all or any labour claims or other law suits or proceedings, including those arising out of any accident that occur during or in relation to the Services as may be filed against the MPBCDC for any reason whatsoever and irrespective of the time should have lapsed, assuming full responsibility for the payment of indemnification, penalties, attorneys' fees, legal costs and other charges, if any.
- 6.4.13. The selected bidder/consultant shall comply within a timely manner all the obligations under the Applicable Indian Law including the laws relating to workmen, technicians, contract-labour, contractors, and other personnel involved in the provision of the Services.
- 6.4.14. The selected bidder/consultant shall be acquainted with the all the statutory requirements, Electrical laws, Indian Environment and Health and Safety laws as Fire Prevention Act applicable for the project.
- 6.4.15. The selected bidder/consultant shall make available all related information, data, design calculations, working sheets and copy of relevant standards & codes and shall transfer the relevant technical information of the project.

#### **6.5. Confidentiality**

1. All plans, design calculations, studies, data, maps, drawings, and specifications prepared by the Bidder in connection with the services to be provided by the consultancy Services under the Agreement shall be the property of the MPBCDC. As and when required or upon termination of the contract, the aforesaid documents, prepared specifically for this project (including originals) shall be handed over to the MPBCDC.
2. The selected bidder/consultant shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, method, and any other information developed or acquired by him from the MPBCDC under terms of the Contract.

#### **6.6. Progress Report**

1. The selected bidder/consultant shall submit Progress Report on the status of work entrusted to him periodically i.e., monthly as mentioned or as may be mutually agreed upon bringing out the details of works completed, works in hand, bottlenecks, if any, and efforts being made to improve upon the time schedule.
2. The Consultancy Services shall also be called to make presentation on the various activities in respect of the project as and when required by MPBCDC without any additional cost.
3. The copyrights of all documents provided by the Bidder and the documents provided by the MPBCDC to the Bidder for reviewing in the performance of the Agreement shall at all stages be the property of the MPBCDC and while in the custody of the Bidder, shall be fully available to the MPBCDC and its duly authorized representatives. On completion of the provision of the Services, all drawings, documents etc. in relation to the Project shall be delivered/handed over by the Consultant to the MPBCDC.

#### **6.7. Jurisdiction of The Contract**

The laws applicable to this contract shall be the laws in force in India. The courts of Mumbai, India shall have exclusive jurisdiction in all matters arising under or on account of this Agreement.

#### **6.8. Warranty And Liability of The Bidder/Consultant:**

1. Notwithstanding anything contained in this e-Tender, the Bidder agrees that they shall be liable for any defect/inadequacy/errors/inability/non-competency etc. in relation to the performance of the Services which are not in accordance to the Good Industry Practices or the provisions of this e-Tender. In such case, MPBCDC may penalize consultant to the extent limited to 5% of the contract value other than the L.D. and MPBCDC may also enforce the clause No.13 of this section in this regard.

2. The Bidder shall be further liable for the any consequence of errors and omissions arising from gross negligence on his part or on the part of his employees to the extent limited to 10% of the contract value.
3. If there is no error found in drawings and design, the penalty shall be applied to the EPC contractor.

#### **6.9. Indemnity**

The Parties hereto agree that the Bidder shall indemnify and defend the MPBCDC and its representatives and employees, and hold the Owner, its representatives, employees harmless from:

- i. Damages and losses caused by its negligent or intentional act or omission, or any damages and losses caused by the negligent act of any third party or sub-contractor or agency engaged by consultant.
- ii. Damages and losses resulting from the non-compliance with the obligations established hereunder.
- iii. Any environmental damage caused by it and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by Bid Advisory Services.
- iv. Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it
- v. From all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in relation to this e-Tender due to neglect, omission or intentional act of Bid Advisory Services

#### **6.10. Liquidated Damages**

For any delay attributable to the consultant, beyond the scheduled date of completion of various activities as per the agreed time schedule, liquidated damages shall become livable at

½% (one half of one percent) per week of delay on the specific milestone activities under the part or work assignment. The total liability of the Consultant under this clause shall not exceed 10% (Ten percent) of the contract value.

- i. The liquidated damages shall stand recoverable from progressive amount payable to the consultant no sooner it becomes due in case any items of work have remained incomplete beyond the schedule completion period irrespective of the fact on whose account such delay has taken place. This amount so recovered from the Bidder shall be reimbursed if, after completion of all works, it is satisfactorily demonstrated to MPBCDC that such delay had occurred due to no fault of the Bidder.
- ii. Likewise, any amount due to the MPBCDC due to defect / inadequacy / errors etc. on the part of the consultant shall stand recoverable from the progressive amount due to the Bidder.

#### **6.11. Default of The Bidder/Consultant**

In the event of the MPBCDC: –

- i. Failing to pay to the Bidder the amount due within a period of 120 days.
- ii. Becoming bankrupt or giving formal notice to the Bidder that for unforeseen reasons, it is impossible for MPBCDC to continue to meet its contractual obligations.
- iii. Then the Bidder shall be entitled to terminate his employment under the contract after giving 30 days' prior notice in writing to the Owner.
- iv. In the event of such termination, after scrutiny and approval the MPBCDC shall pay to the Bidder the amount of any loss or damage to the consultant arising out of or in connection with such termination, based on documentary evidence to be furnished by the consultant.
- v. If the MPBCDC is of the opinion that the Bidder is not rendering the Services in

accordance with the Good Industry Practices, due diligence or expedition or refuses or neglects to comply with any reasonable orders given to him in writing, the MPBCDC may give a notice in writing to the Bidder to make good the failure, neglect, or contravention.

**6.12. Default of Bidder/Consultant: -**

If the selected Bidder/Consultant fails to make good the failure, neglect, or contravention within 20 (twenty) days from the date of serving such a notice, the MPBCDC may without prejudice to any other rights under this e-Tender, direct the Bidder not to render such Services and get such Services done by other agencies at the risk and cost of the Bidder. The Owner, in such an event, shall be entitled to retain and apply any balance, which may otherwise be due to the Bidder for the payment of the costs of executing the said part of the Services taken out of its scope of Services. If the cost of executing the said part of the Services or of completing the Services exceeds the balance due to the Bidder, the Bidder shall pay such excess. If the bidder fails to pay such excess, same shall be recovered through encashment of the Advance & Performance Bank Guarantees submitted by the bidder.

**6.13. Force Majeure**

1. **Force Majeure Event :** The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this e-Tender and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence.
  - i. Without prejudice to the foregoing, the Parties hereto agree that the occurrence of any of the events shall also be deemed to be a Force Majeure Event:
  - ii. War and other hostilities whether war to be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo that directly impacts the provision of services by the Bidder under the Agreement.
  - iii. Riot, civil commotion, terrorism, or disorder that directly impacts the provision of services by the Bidder under the Agreement.
  - iv. Pestilence, epidemics, inclement weather causing floods or lightning or cyclone, typhoon, or earthquake and which directly impacts the provision of services by the Bidder under the Agreement.
2. The Parties hereto agree that the following events are explicitly excluded from and do not constitute a Force Majeure Event and is solely the responsibility of the affected Party.
  - i. Strikes, collective bargaining agreements of either Party resulting in delay in the provision of Services or stoppage of work; or
  - ii. Labour disputes of any kind; or
  - iii. Economic hardship; or
  - iv. Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected Party.

**6.14. Mutual Discussions**

In the event of a dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or the breach, termination or validity hereof, the Parties shall endeavor to resolve such dispute in good faith in the first instance within 30 (thirty) days of the notice of such a dispute by mutual discussions between the Parties.

**6.15. Arbitration**

In the event of failure to resolve dispute/ differences related to Contract/Agreement

and relating to interpretation of the clauses therein the parties are hereby agreed for its resolution

/ Adjudication etc. by referring it to the Institutional Arbitration established /recognized by the State Govt/Central Govt. and the dispute can be get resolved within the framework of the Arbitration Act 2015 and in terms of rules and regulations of such institutional arbitration such as Mumbai center of Arbitration etc.

#### **6.16. Termination of Contract/ Agreement**

The MPBCDC may by giving not less than thirty (30) days written notice of termination to the Bidder, terminate this Agreement upon the occurrence of any of the events specified in paragraphs (a) through (e) below: -

- i. If the Bidder fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant thereof, within thirty (30) days of receipt of such notice of suspension or within such further period as the MPBCDC may have subsequently approved in writing or
- ii. If the Bidder becomes insolvent or bankrupt or enter into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary; or
- iii. If MPBCDC found that the bidder has provided the false & wrong information while bid submission; or
- iv. If the Bidder submits to the MPBCDC a statement which has an effect on the rights, obligations or interests of the MPBCDC and/or which the Bidder knows to be false; or
- v. If as the result of a Force Majeure Event, the Bidder is unable to perform the Services for a period of not less than sixty (60) days, or
- vi. If MPBCDC found any defect/inadequacy/errors/inability/non-competency etc. in the Bidder in relation to the performance of the Services which are not in accordance with the Good Industry Practices or the provisions of this e-Tender, or
- vii. If the MPBCDC, in its own discretion and for any reason whatsoever, decides to terminate this Agreement.

## **ANNEXURES:**

### **Annexure -I Request of Clarifications**

Bidders requiring specific points of clarification may communicate with Authority during the specified period using the following format:

<b>BIDDER'S/ CONSULTANT REQUEST FOR CLARIFICATION</b>			
<<Name of Organization submitting query / request for clarification>>			
<<Full formal address of the Organization including phone, fax, and email points of contact>>			Tel:
			Fax:
			Email:
<b>Sr. No.</b>	<b>eTender Reference (Section No. / Page No.)</b>	<b>Content of eTender requiring clarification</b>	<b>Points of clarification required</b>
1			
2			
3			
4			
5			
6			

**Annexure -II Request of Clarifications**  
Technical Proposal Covering Letter  
(To be submitted on the letterhead of the  
bidder/consultant)

To,  
The Managing Director,  
Mahatma Phule backward  
Class Development Corporation.  
N-1, Juhu supreme  
shopping center, gulmohar cross  
road no, 9, j.v. P. D. Scheme,  
juhu, mumbai- 400049

**Ref:** e-Tender Reference No. MPBCDC/e-Tender/ OSD/SR-08/24-25

**Sub:** Submission of Technical proposal project for “Development of Safai Kamgar Child Hostel” on land bearing Survey No 57 Hissa No.3, (Area-12,820 Sq.m) at Jambhul Village in Kalyan Taluka District Thane in MMR Region (Ambernath, Kulgaon, Badlapur Surrounded Notified Area -AKBSNA)

Dear Sir,

Having examined the e-Tender document, we, the undersigned, herewith submit our proposal in response to your e-Tender Notification number ..... the reputed Engineering and Architectural Consultancy Services for the work of “DEVELOPMENT OF SAFAI KAMGAR CHILD HOSTEL”

We have read the provisions of the e-Tender document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

- 1) We agree to abide by this proposal, consisting of this letter, the detailed response to the e-Tender and all attachments.
- 2) We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- 3) We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this e-Tender.
- 4) We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
- 5) We understand you are not bound to shortlist/accept any or all the proposals you receive.
- 6) We hereby declare that we qualify and fulfil all the eligibility criteria mentioned in the e-Tender.
- 1) We agree for unconditional acceptance of all the terms and conditions set out in the e-Tender document.
- 7) We hereby declare that in case the Contract is awarded to us, we shall submit the BankGuarantee within 15 Business Days of issuance of the Letter of Intent to us.

Company Profile:

Sr. No.	Information	Details
1	Name of responding bidder:	

2	Address of responding bidder:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this e-Tender:	
4	Telephone number of contact person:	
5	Mobile number of contact person:	
6	Fax number of office:	
7	E-mail address of contact person:	
8	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	

We hereby declare that our proposal submitted in response to this e-Tender is made in good faith, and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[Bidder                      Authorized

Signature]Name

Designation/

TitleDate

Date and Stamp of the Signatory

### **Annexure III Format for Financial details of the bidder**

Annual Turnover Details of the Bidder

Sr. No.	Years	Turnover Details in INR Crores	Net worth in INR Crores
A	2021-2022		
B	2022-2023		
C	2023-2024		
Average Annual Turnover			

#### **Note:**

The above mentioned format should accompany one of the following: -

- 1) CA Certificate with CA's Registration Number/ Seal clearing mentioning the Turnover and net worth, or
- 2) Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 21-22, FY 22-23 and FY 23-24 shall be submitted as supporting evidence.



#### **Annexure IV: Consultant Project Experience**

(The following information should be provided in the format below for each reference assignment for which your firm was legally contracted by the client stated as a corporate entity)  
Name of the Project

Name of the Project:	
Project Area:	Location of Project:
Name and address of the Client:	
Year of Project:	
Name of Associated Firm (If Any):	
Brief Description of Project:	
Scope of services rendered by the company:	

Firms Name:  
Authorized Sign

**Note:** Please provide copy of certificate from client and copy of work order from the client for experience claimed.

### Annexure V: Curriculum Vitae for Proposed Key Staff

a) Proposed Position for consultancy	:		
b) Name of Person	:		
c) Profession	:		
d) Date of Birth	:		
e) Total Experience (Years)	:		
f) Professional Qualification	:		
<b>EMPLOYMENT RECORD &amp; PRESENT COMMITMENTS</b>			
g) Key Achievements	:		
h) Specialization and Expertise	:		
i) Professional Experience	:		
(Starting with present position, list in reverse chronological order, for every employment head)			
j) Project Experience	:		
<b>Sr. No.</b>	<b>Project Name</b>		<b>Client</b>
k) Training Course and Workshop Attended			:
<b>Description</b>	<b>Year</b>	<b>Conducted By</b>	
l) Languages	:		
<b>Languages</b>	<b>Read</b>	<b>Write</b>	<b>Speak</b>

**Annexure VI: Format for Financial proposal**  
(To be submitted on the letterhead of the bidder)

To,  
The Managing Director,  
Mahatma Phule backward  
Class Development Corporation  
N-1, Juhu supreme  
shopping center, gulmohar cross  
road no, 9, j.v. P. D. Scheme,  
juhu, mumbai- 400049

**Ref:** e-Tender Reference No. MPBCDC/e-Tender/OSD/SR-08/24-25

**Sub:** Submission of Financial proposal in response to the e-Tender for “Development of Safai Kamgar Child Hostel” on land bearing Survey No 57 Hissa No.3, (Area-12,820 Sq.m) at Jambhul Village in Kalyan Taluka District Thane in MMR Region (Ambernath, Kulgaon, Badlapur Surrounded Notified Area -AKBSNA)

Dear Sir,

I/We\_\_\_\_\_, Consultant/ Consultancy Firms herewith submit our financial proposal for selection of my/our firm/ organization for “Development of Safai Kamgar Child Hostel” on land bearing Survey No 57 Hissa No.3, (Area-12,820 Sq.m) at Jambhul Village in Kalyan Taluka District Thane in extended MMR Region The Financial offer for the subject to be submitted as per the financial Quote format.

“I/ We do hereby further undertake that; we have offered the best prices for the subject supply/ work as per the present market rates.

Sincerely,

[Bidder/Consultant

Authorized Signature]Name

Designation/ Title

Date and Stamp of the Signatory

## Annexure VII: Format for Financial Quote

To,  
The Managing Director,  
Mahatma Phule backward  
Class Development Corporation.  
N-1, Juhu supreme  
shopping center, gulmohar cross  
road no, 9, j.v. P. D. Scheme,  
juhu, mumbai- 400049

**Ref:** e-Tender Reference No. MPBCDC/e-Tender/ OSD/SR-08/24-25

**Sub:** Submission of Financial proposal in response to the e-Tender for Submission of Technical proposal in response to the e-Tender for “Development of Safai Kamgar Child Hostel” on land bearing Survey No 57 Hissa No.3, (Area-12,820 Sq.m) at Jambhul Village in Kalyan Taluka District Thane in extended MMR Region as per Comprehensive Plan of MPBCDC in MMR Region (Ambernath, Kulgaon, Badlapur Surrounded Notified Area -AKBSNA)

Dear Sir,

I/We \_\_\_\_\_, Consultant/ Consultancy Firms herewith submit our financial proposal for selection of my/our firm/ organization for the work of “Development of Safai Kamgar Child Hostel” on land bearing Survey No 57 Hissa No.3, (Area-12,820 Sq.m) at Jambhul Village in Kalyan Taluka District Thane.

The Financial offer for the subject to be submitted as per the below given format:

S.No	Specification	Unit	%
A	Submission of Financial proposal in response to the e-Tender for Submission of Technical proposal in response to the e-Tender for “Development of Safai Kamgar Child Hostel” on land bearing Survey No 57 Hissa No.3, (Area-12,820 Sq.m) at Jambhul Village in Kalyan Taluka District Thane. (as Per Clause 2.2 Summary Details Given Scope)	Technical Sanction Amount or Sanctioned DPR Amount Which is Lower or Less	

**Note:**

- The project specific agreement (Including Detail Scope and Payment Schedule) and Work order to issued wherein the quote Percented rates finalized as above shall be applicable and effective.
- The Quoted Percent is Excluding GST.

Sincerely,

[Bidder \_\_\_\_\_/consultant

Authorized Signature]Name

Designation/ Title

Date and Stamp of the Signatory

### **Annexure VIII: Power of Attorney**

(To be provided by the bidding company in favor of its representative as evidence of authorized signatory's authority on 500 Rs. Stamp)

KNOW ALL MEN BY THESE PRESENTS, that we, (Name of the Bidder), a Company/ Corporation/ Firm organized and existing under and by virtue of the laws of (Name of bidder's country) and having its registered office and principal office at [ ] (address of the bidder) do hereby irrevocably constitute, appoint, and authorize ----- (Name and residential address) who is presently employed with us and holding the position of , as our true and lawful attorneys

to do in our name and on our behalf prepare, make, sign and submit the bid proposals and other documents, certificates, undertakings and papers to be executed and delivered by us, and to do all such acts, deeds and things as are necessary or required in relation to the tender issued by the MPBCDC vide Bid Specification No-----for selection of Consultancy Services.

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

**Signed by the within named.**

\_\_\_\_\_[Insert the name of the executant company] through the hand of Mr. ....

**duly authorized by the Board to issue such Power of Attorney Dated this ..... day of .....**

Accepted

Signature of Attorney

(Name, designation, and address of the Attorney)

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1. Signature.....

Name .....

Designation .....

Occupation .....

2. Signature .....

Name .....

Designation .....

Occupation .....

Note:

- 1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under Common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.*
- 2. Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favor of the Person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*
- 3. Even if the power of attorney is made in the name of the authorized person, it will still be valid.*

**Annexure IX: Undertaking**  
(To be given by the Bidder on the Letter head)

I/We of M/s .....Bidder for  
consultancy work of.....

.....with the General Manager MPBCDC N-1, Juhu supreme shopping center, gulmohar  
cross road no, 9, j.v. P. D. Scheme, juhu, mumbai- 400049. do hereby undertake that I/we agree  
to unconditionally accept all the terms and conditions mentioned in the tender documents.

Further we have noted that after unconditionally accepting the tender conditions in its entirety,  
it is not permissible to put any remarks/conditions in the Price Bid and the same has been  
followed in the present case. In case this provision of the tender is found violated at any time  
after opening of Envelope, I/we agree that the tender shall be summarily rejected and MPBCDC  
shall, without prejudice to any other right or remedy, be at liberty to forfeit the full said Security  
Money absolutely.

Signatures of the  
Consultant Or  
Authorized Person  
(Name of Firm with  
seal)