

SECTION 5A: FORM OF TECHNICAL PROPOSAL AND APPENDIX TO TECHNICAL PROPOSAL

Preamble

This Volume 3, Technical Proposal, is comprised of three parts – Section 5A, Form of Technical Proposal, Appendix to Technical Proposal, and Section 7, Schedules. All portions of this Volume 3 should be carefully read and thoroughly understood in the context of all the various conditions of Contract before the Schedules are filled in by the Bidder. Section 4, Employer's Requirements, describes the scope of the Works that are to be taken up under the Contract, and the items listed in Sections 7, Schedules, conform to these Works.

In Section 7, Schedules, of this Technical Proposal, the Employer has requested information on the technical aspects of the Bid that are substantially responsive to the requirements set forth in the bidding documents.

Such information shall cover all work described in, or to be implied from, the Works described in Section 4, and shall take into account all conditions of Contract as set out in the Appendix to Technical Proposal under this Section 5A. The Bidder will be responsible to provide any supplementary data and documents wherever these may be required.

The Bidder's attention is directed to the fact that the Form of Technical Proposal and Appendix to Technical Proposal contained in this Section 5A are designed to be complementary to the Form of Price Proposal and Appendix to Price Proposal contained in Section 5B, as well as with the Schedules contained in Section 7.

All of these referenced Forms, Appendices and Schedules will form a part of the Contract with the successful Bidder.

In the event that the Bidder discovers any discrepancies or contradictions in these Sections, the Bidder is requested to bring such discrepancies to the notice of the Employer before the Bids are submitted so that any necessary clarifications or addenda can be issued to all Bidders.

FORM OF TECHNICAL PROPOSAL

Name of Contract: **Development of Underground Sewerage Scheme for MBMC**

Contract No: _____

To:

Municipal Commissioner,
Mira Bhayandar Municipal Corporation,
Chatrapati Shivaji Maharaj Marg,
Bhayandar (West) – 401 101,
Dist. Thane, Maharashtra

Gentlemen:

We have examined the Conditions of Contract, Employer's Requirements, Schedules, Addenda Nos. _____ and the matters set out in the Appendix hereto. We have understood and checked these documents and have not found any errors in them. We accordingly offer to design, execute, complete and operate and maintain the said Works and remedy any defects, fit for its purpose in conformity with these documents and the enclosed Proposal.

We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Technical Proposal and duly noting all amendments and additions thereto, and noting omissions therefrom that you may require, and to submit a supplementary price proposal if the amendments, additions and omissions that you require would alter our price proposal as submitted with our bid.

We hereby confirm our agreement with the arrangements made for assigning the Employer's responsibility for Operation and Maintenance of the Works and facilities to the Public works Department of Mira Bhayandar Municipal Corporation, the following issuance of the Works Completion Certificate upon completion of the Works Contract Period, and accept that the Public works Department will assume all the Employer's responsibilities up until the end of the Operations and Maintenance Period and issue of the Final Contract Completion Certificate.

We are, Gentlemen

Yours faithfully

Signature _____ in the capacity of _____ duly authorized to sign bids for and on behalf of _____

Address: _____

APPENDIX TO TECHNICAL PROPOSAL

Note: With the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Bid is submitted

CONTRACT DATA

This Appendix forms part of the Agreement.

Sub-Clause	Item	Data
1.1.24	Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost:	[percent] % as per accepted tender
1.1.26	Cut-Off Date (number of days after the Time for Completion of Design-Build):	60 days
1.1.32	Employer's name and address:	Mira Bhayandar Municipal Corporation Bhayandar (West) – 401 101 Tal. Dist. Thane, Maharashtra
1.1.36	Employer's Representative's name and address:	Tandon & Associates 3,Rohit Apartment ,82 Kalina, Santacruz Mumbai 400029
1.1.70	Parts of the Works that shall be designated a Section for the purposes of the Contract:	Public Works Department Mira Bhayandar Municipal Corporation, Bhayandar (West) – 401 101 Tal. Dist. Thane, Maharashtra
1.1.78	Time for Completion of Design-Build:	30 months
1.3	Address of Employer for communications:	Executive Engineer Public Works Department Mira Bhayandar Municipal Corporation, Bhayandar (West) – 401 101 Tal. Dist. Thane, Maharashtra
1.3	Address of Employer's Representative for communications :	Tandon & Associates 3,Rohit Apartment ,82 Kalina, Santacruz Mumbai 400029
1.4	Address of Contractor for communications :	
1.5	Contract shall be governed by the law of:	India

1.6	Ruling language:	Marathi
1.4	Language for communications:	English
2.1	After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within:	30 Days
4.2	Performance Security (as percentages of the Accepted Contract Amount in Currencies):	
	Percent:	4 %
	Currency:	Indian Rupees
4.2	Reduction in Performance Security at the end of the Retention Period:	80% of performance security
5.1	Period for notification of errors, faults and other defects is:	24 months
5.2	Contractor's Documents requiring approval:	Design of all components Work methodology Work schedules Project Monitoring As Built Drawings O & M Manual
6.5	Normal working hours on the Site:	7 am to 7 pm
8.2	Period of the Operation Service:	10 years
9.2	Time for Completion of Design-Build:	30 months
9.2	Time for Completion of each Section:	
	Section	Collection system
	Time for Completion	30 months
	Section	Pumping Station
	Time for Completion	30 months
	Section	Sewage Treatment plant
	Time for Completion	30 months

9.6	Delay damages (percent of final Contract Price per day of delay):	Rs. 714286
9.6	Maximum amount of delay damages (percent of final Contract Price):	2%
10.6a	Maximum compensation payable by Contractor:	2%
10.6b	Maximum compensation payable by Employer:	2%
10.7	Performance damages:	
	Failure:	Collection system
	Damages:	5% of the value of relevant item
	Failure:	Pumping Station
	Damages:	5% of the value of relevant item
	Failure:	Sewage Treatment plant
	Damages:	5% of the value of relevant item
10.7	Rights of Employer if failure continues for more than 84 days:	Foreclosure of contract & imposition of penalties.
10.7	Minimum production outputs required:	80% of prescribed standards
13.5	Percentage rate to be applied to Provisional Sums:	85% of the bill amount
14.2	Amount of Advance Payment (percent of Accepted Contract Amount):	10%
14.2	Currencies of payment if different to the currencies quoted in the Contract:	Not applicable
14.2	Percentage deductions for the repayment of the Advance Payment:	8.33%
14.3	Percentage of Retention:	2%
14.3	Limit of Retention Money:	1% of final contract price
14.6(b)(i)	Plant and Materials for payment when shipped:	Not applicable
14.6(c)(i)	Plant and Materials for payment when delivered to the Site:	85% of the item rate put in tender
14.7(b)	Minimum Amount of Interim Payment Certificate:	50%
14.9	Financing charges for delayed payment (percent points above discount rate):	50 Basis point above prevailing PLR of SBI

14.17	Currencies for payment of Contract Price:	Indian Rupees
14.17	Proportions of Local and Foreign Currencies are:	
	Local	100%
	Foreign	Not applicable
14.17	Rate of Exchange	Not applicable
14.17	Payment of damages shall be:	
	Currency	Indian Rupees
	Proportion	100%
	Currency	Not applicable
	Proportion	Not applicable
14.19	Amount of Maintenance Retention Fund:	5%
17.1	Operation of forces of nature allocated to the Contractor:	Earthquake resistance for seismic Zone III Flooding as per Rainfall intensity prescribed in CPHEEO Manual
17.8	Total liability of the Contractor shall not exceed:	10% of the value of Item
19.2(a)(i)	Permitted deductible limits:	Actual premium as prescribed in the contractor's all risks insurance policy and workmen's compensation insurance policy shall be with the Government of Maharashtra insurance fund only
19.2(a)(ii)	Additional sum to be insured:	15%
19.2(a)4	Additional sum to be insured:	Not applicable
19.2(a)5.	Employer's Risks to be insured if different to Sub-Clause 17.1:	Not applicable
19.2(b)	Exceptional Risks to be insured if different to Sub-Clause 18.1:	Not applicable
19.2(c)	Insurance of Contractor's Equipment (amount required):	10%
19.2(c)	Amount of professional liability insurance required:	10%
19.2(d)	Period for which professional liability insurance required:	60 months

19.2(f)	Amount of insurance required for injury to persons and damage to property:	5%
19.3(a)	Other insurances required from the Contractor (give details):	Not applicable
19.3(d)	Amount of fire extended cover insurance required:	20%
19.3(e)	Other insurances required by law from the Contractor (give details):	Not applicable
20.3	Other optional insurances required from the Contractor (give details):	Not applicable
20.3	Date for appointment of DAB:	To be announced letter
20.4	The DAB shall comprise:	To be announced letter
20.8	Appointing entity (official) for DAB members,	Municipal Commissioner
20.8	Language of arbitration:	English

Initials of Signatory of Bid _____