



BRIHANMUMBAI MUNICIPAL CORPORATION

Mumbai Sewage Disposal Project Stage II - Priority Works

BID DOCUMENT

FOR

Priority Sewer Tunnel Phase 2

Design and Build Contract

Bid No. 7200036535

VOLUME – III

SCHEDULE OF PAYMENTS

EMPLOYER

Brihanmumbai Municipal Corporation
Municipal Head Office Building,
Mahapalika Marg, Fort, Mumbai - 400001
India

CONSULTANT

Tata Consulting Engineers Limited,
15th floor Empire Tower ,
Opp Reliable Tech Park
Cloud City Campus, Airoli
Navi Mumbai 400708.

SEPTEMBER 2022

PRIORITYA SEWER TUNNEL

DESIGN-BUILD CONTRACT

LAYOUT OF THE DOCUMENTS

This volume is one of several that comprise the documents.

These are:

	Instructions to Tenderers
Volume I	Conditions of Contract
Volume II	Employer's Requirements
Volume IIA	General Specification
Volume IIB	Void
Volume IIC	Drawings
Volume III	Schedule of Payments
Volume IV	Contract Forms
Volume V	Site Data

Table of Contents

I	PREAMBLE	1
1.0	SCHEDULE OF PAYMENTS DOCUMENTS AND GENERAL PROVISIONS	1
1.1	Schedule of Payments Documents.....	1
1.2	General Provisions	1
2.0	TERMS OF PAYMENT AND PRICING	5
2.1	Terms of Payment	5
2.2	Provisional Sums	5
2.3	Valuation of Ordered Variations.....	5
3.0	APPLICATION FOR INTERIM PAYMENT	6
3.1	General.....	6

I PREAMBLE

1.0 SCHEDULE OF PAYMENTS DOCUMENTS AND GENERAL PROVISIONS

1.1 Schedule of Payments Documents

(1) This Schedule of Payments comprises of the following documents:

- (a) Parts 1 to 3 of this Schedule of Payments;
- (b) Pricing Schedule ; (Refer Appendix – F of ITT)

[Note to Tenderers: The tenderer's completed pricing schedules will be taken from the Tenderer's Tender Submission and inserted at the end of this schedule of payments, prior to the execution of a final contract.]

1.2 General Provisions

- (1) All references to the Conditions of Contract in this Schedule of Payments are references to the FIDIC “General Conditions of Contract for Plant and Design Build for Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor” (the “FIDIC Yellow Book”), as amended by the Particular Conditions Part A (Contract Data) and the Particular Conditions Part B (Special Provisions)
- (2) All references to “Part” are references to Parts of this Schedule of Payments.
- (3) All amounts that appear in the Pricing Schedules shall be in the currency stated in the **Contract Data**.
- (4) Where the expression “normal working hours” is used in this Schedule of Payments, it means normal working hours as defined in the Contract Data clause 6.5. Where capitalized terms are used in this Schedule of Payments, the definitions of those terms (unless otherwise defined in this Schedule of Payments) shall be as set out in the Contract.
- (5) The amounts set out in the Pricing Schedules attached to volume ITT as Appedix F, shall include all taxes, duties, and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the Contractor's Equipment, materials and supplies to be used on or furnished under the Contract, and also on the works and services to be performed under the Contract.
- (6) The amounts entered into the Pricing Schedules shall be inclusive of all levies, taxes and other duties including but not limited to custom duty and all other import and export duties and other charges that the Contractor may incur within the Employer's country in respect of the performance of the Contract and including Goods and Service Tax. No provision in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer's country on profits made by the Contractor in respect of the Contract. The Contractor shall note the following:
 - The Employer shall issue Project Authority Certificate (PAC) for Customs Duty Exemption. The Contractor however shall obtain permission from the Collector of Mumbai and complete all the formalities necessary at his own cost. No reimbursement on this account will be made by the Employer.

- Exemption from Tax shall not be assumed. Any exemption granted during the Contract shall be treated as a Variation.
 - The Employer shall deduct 1% Labour Welfare Cess from each Interim and Final Payment Certificate amounts (amounts exclusive of taxes and duties) as per GOM u/no BCA/2009/Case No 108/labour &-A Mantralalaya, Mumbai dated 17.06.2012 under B&OCWWC Act 1996.
- (7) Under the provisions of the Indian Income Tax Act, the Employer is required to deduct income-tax and Surcharge from payments due to the Contractor as per rates prevailing at the time of payment. Upon the Contractor's request the Employer shall issue a Tax-Deduction at Source (TDS) certificate.
- (8) All the import licenses and permits shall be obtained directly by the Contractor in the name of the Contractor. The Employer shall only arrange to issue a project authority certificate based on information furnished in the Tender Submission. Expenses towards import license fees, custom duties, custom clearance, changes in respect of imported plant, materials, consumable spares and services, as necessary for due performance of the Contract shall be borne by the Contractor and included in the amounts set out in Pricing Schedule. The Employer shall not be responsible for any costs incurred by the Contractor or due to be paid by the Contractor for the importation of any goods and services necessary for the completion of the Contract. The Employer shall not be liable to the Contractor for any loss resulting from clearance from any part being delayed or refused. Similarly, the Employer shall not be liable for additional costs if the Contractor fails to obtain any exemptions on custom duties or other fees from State or Central Government. The Contractor shall be responsible for obtaining all No Objection Certificates (NOCs) and compliance thereof from relevant authorities.
- (9) Any equipment subject to exemption from custom duties or similar shall not be utilised on any other project until after issue of the Performance Certificate.
- (10) The Contractor shall pay all costs and compensation associated with tonnage, permits, royalties, rent or other payments if any, including any payments due under the Mineral Act, associated with the importation to site of materials such as stone, sand, gravel, clay or any other materials obtained from off-site excavations. The Contractor shall pay necessary royalties and submit documentary evidences of such payments to the Engineer for his information and records. If and when royalties become payable to the Government Authority on excavated material as per statutory requirements, the payment shall be made by the Contractor. The Contractor shall submit documentary evidences of such payments to the Engineer for his information and records. All other costs, payments, duties and taxes, Goods and Service Tax etc are payable by the Contractor and are included in the amounts set out in the Pricing Schedules (Refer Appendix F of ITT).
- (11) The Contractor shall also be responsible for payments or compensations, if any, levied by the Maharashtra State or any Central Government body in relation to any off-site excavation or off-site disposal of any excavated material-
- (12) The Contractor's staff, personnel and labour shall be liable to pay personal income taxes in the Employer's country in respect of their salaries and wages as rechargeable under the laws and regulations for the time being in force. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on the Contractor by such laws and regulations.

- (13) The Contractor shall provide to the Employer with all documents which would enable the Employer to obtain the benefit of any credit / set-off, which may be available under any legislation.
- (14) Price Schedule and Lump Sums
- a) The Price Schedule shall be read in conjunction with the General and Particular Conditions of Contract, Technical specifications and the Drawings.
 - b) General directions and descriptions of work and materials as stated in the technical specifications and Conditions of Contract are not repeated in the Price Schedule. The descriptions given within the Price Schedule shall not modify nor supersede the descriptions and requirements given elsewhere in the Contract.
 - c) The Contractor shall be deemed to have taken into account all of the following in his lump sums:
 - i. all recognised holidays, religious festivals and other customs; and
 - ii. any stoppage of work or delay due to adverse weather conditions including monsoons.
 - d) All lump sums entered in the Price Schedule shall be deemed to be the full inclusive value of the work covered by the item, including but not limited to the following:
 - i. All the Contractor's obligations, liabilities and risks under the Contract and all items and actions necessary for the proper execution and maintenance of the Works.
 - ii. Labour and other costs in connection with the execution and maintenance of the work.
 - iii. The supply and proper storage of goods and materials and all costs in connection therewith including wastage, bulking and shrinkage, Plant and Contractor's Equipment and all costs in connection therewith.
 - iv. Transportation of the items including all labour and equipment required for unpacking, loading, conveying, unloading, storing and multiple handling of all and every item to be transported.
 - v. Sampling and testing of materials and goods, testing of workmanship, providing, storing, packing and transporting of samples to and from the place of testing.
 - vi. Fixing, erecting, installing or placing of materials and goods in position.
 - vii. Disposing of surplus and unsuitable materials and goods, excavated materials and solid waste including stacking, storing, loading, transporting and unloading.
 - viii. All Temporary Works including the Contractor's temporary accommodation and the accommodation for the Engineer.

- ix. The construction, maintenance and removal, if required, of temporary Site drainage on the Site and within the Works, and for ensuring that all drains are kept clear of debris and blockages at all times.
- x. Maintaining the Site in a secure, clean, tidy and healthy condition.
- xi. Establishment charges, overheads and profit.
- xii. All foreign taxes, import duties, levies, licences, permits in connection with the execution and maintenance of the Works.
- xiii. Co-operating with other contractors in the vicinity of work.
- xiv. Complying with any and all the requirements of the Contract Documents.
- xv. The effects of phasing of the works as set forth or reasonably implied in the Contract.

2.0 TERMS OF PAYMENT AND PRICING

2.1 Terms of Payment

- (1) The Terms of Payment are provided pursuant to the provisions under Clause 14 of the Conditions of Contract.
- (2) Payment shall be on a lump sum basis (non-reimbursable). Changes to the amounts set out in Pricing Schedule of Appendix F (Pricing Schedule) of Volume Instruction to Tenderer, shall be limited to those arising from instructed Variations, incorporation of Provisional Sums (in accordance with the Conditions of Contract), and additional payments or deductions as may be required by the Contract.
- (3) Interim payments against a lump sum item in the Price Schedule will be made against the percentage of the lump sum item completed to the satisfaction of the Engineer and with the agreement of the Engineer as to the percentage completed.

2.2 Provisional Sums

"Provisional sum" means a sum included in the contract for the execution of work or supply of goods, materials or services or for contingencies, which sum may be used, in whole or in part, or not at all, at the direction and discretion of the Engineer. The contract price shall include only such amounts in respect of the work, supply or service to which such provisional sum relate as the Engineer shall approve or determine in accordance with this clause.

In respect of every provisional sum the Engineer shall have power to order to execute the work, including goods, materials or services to be supplied by the contractor.

The contractor shall produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of provisional sums.

2.3 Valuation of Ordered Variations

- (4) The valuation of any Variations ordered by the Employer's Engineer in accordance with Sub-Clause 13.1 of the Conditions of Contract shall be ascertained by the Engineer in accordance with Sub-Clause 13.3 of the Conditions of Contract and the following principles:
 - (b) The Pricing Schedule Prices shall be revised:
 - i. Upon a variation procedure pursuant to Sub-Clause 13.3 of the Conditions of Contract and; and
 - ii. adjustments for retention and any other adjustments in the Contract.

3.0 APPLICATION FOR INTERIM PAYMENT

3.1 General

- (1) Applications for payment shall be made monthly in accordance with the requirements of Sub-Clauses 14.3 and 14.6 of the Conditions of Contract.
- (2) The Contractor shall submit with his applications for Interim Payments a completed list of payments in a form agreed with the Engineer, updated monthly to show payments already made and anticipated payments for the remainder of the Contract. The application for Interim Payments shall be in accordance with Sub-Clause 14.3 of the Conditions of Contract.
- (3) The Engineer shall determine the amount due to the Contractor following a review of the Contractor's application and supporting documentation which shall set out the extent of Works complete and the value of work carried out against each item in each Pricing Schedule. The Engineer shall examine the application and the Works completed and shall at his sole discretion make any adjustments considered necessary to reflect his opinion of the extent of Works properly carried out. Table 3.1.1 shall be used as a guide by the Engineer in determining the amount due. The designation "P" means progressive monthly payments up to the limits indicated, based on progress made by the Contractor. The designation "LS" means that a lump sum payment will be made upon successful completion of the activity described.

Table 3.1.1 Interim Payment Guide

Major Work Category	Type of Payment	Payment % of Sum	Description
PRECONSTRUCTION AND CONTRACTUAL COSTS			
Preliminaries and General Items – Commissioning of TBM*	LS	75%	Payment after Launching and Commissioning of the TBM at site
	LS	25%	Payment after Bore drive of 100m length
Preliminaries and General Items – Commissioning of Casting yard	LS	100%	Payment after establishing and commissioning casting yard
Preliminaries and General Items – All other items that are not specifically listed above*	P	100%	Progressive certification upto the completion of construction
Designs and documentation	P	80%	Progressive payment on approval and acceptance of designs, working drawings and documentation to approval code B of each part of the works by the Employer's Representative
	P	15%	Progressive on approval and acceptance of the final designs and documentation to approval code A by the Employer's Representative
	LS	5%	After commissioning on approval of As built Drawings
CIVIL WORKS			

Major Work Category	Type of Payment	Payment % of Sum	Description
Tunnels	P	98%	Progressive payments up to completion of the civil works, but prior to testing
	LS	2%	After Commissioning
For shafts, feeder sewers, interceptors and other works buildings	P	95%	Progressive payments up to completion of civil works
	LS	5%	After Commissioning
Mechanical, Electrical, Instrumentation Etc.			
Mechanical, electrical, instrumentation etc.	P	70%	Progressive certification in accordance with 14.6 of Conditions of Contract
	P	25%	Progressive certification on completion of installation
	LS	5%	Payment on testing and commissioning
Commissioning			
Pre-commissioning and commissioning tests for the works	LS	100%	On successful completion
Provisions Sum Items			
Any requirement	P	100%	Progressive certification upon production of receipts for any approved expenditure

Note: The above percentages are prior to the deduction of any Retention.

- (4) The Contractor shall make best efforts to assist the Engineer in making any detailed examination of the Works and shall provide all such information as the Engineer may reasonably require in connection with assessing the value of work carried out and agreeing the value of work completed prior to the submission of applications for payment.