

MUNICIPAL CORPORATION OF GREATER MUMBAI

(HYDRAULIC ENGINEER'S DEPARTMENT)

900 MLD WTP, Bhandup Complex

Minutes of Pre-Bid Meeting

Subject :- Operation and Maintenance of 900 MLD Water Treatment Plant at Bhandup Complex.

Venue :- Hydraulic Engineer's Office, Worli Engineering Hub, Mumbai-400018.

Meeting Date : 09.10.2024 **Time** : 12:00 Noon

Tender ID : 2024_MCGM_1097191_1 **Tender due on** : 22.10.2024

In the meeting following questions raised by prospective bidders were discussed:-

| Sr. No. | Firm and their queries | Relevant tender condition | B.M.C.'s reply to Queries |
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| A | M/s. Suez India Pvt Ltd | | |
| 1 | <p>Tender Page 110 clause 12.0 Dewatered sludge transportation and disposal:</p> <p>Tender states that "12.2 The dewatered sludge shall be dumped to an approved location provided by BMC within MMRDA limits from the Bhandup Complex plant. "</p> <p>We presume that the maximum straight road distance form Bhandup Complex Plant to BMC approved sludge disposal area shall be within 25 km. Please confirm.</p> | <p>12.0 Dewatered sludge Transportation and disposal</p> <p>12.2 The dewatered sludge shall be dumped to an approved location provided by MCGM within MMRDA limit from the Bhandup Complex Plant.</p> | Tender Condition Prevails |
| 2 | <p>Tender Page 35 clause D ii) Refund of Retention money:</p> <p>Tender states that "Retention Money shall be released within 30 days of issue of Certificate of Completion' with respect to the whole of the Works".</p> <p>We Request BMC to release Retention money at the end of each year O&M Completion against the submission of Bank Guarantee for the remaining O&M Period Retention money. Please confirm.</p> | <p>D. Refund of Security Deposit</p> <p>II. Refund of Retention money</p> <p>Retention Money shall be released within 30 days of issue of 'Certificate of Completion' with respect to the whole of the Works. In the event the Engineer issues a Taking-over Certificate for a section or part of the Permanent Works, only such proposition there of as the Engineer determines (having regard to the relative value of such section or part of the Works) shall be considered by the Engineer for payment to the Contractor.</p> | Tender Condition Prevails |

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| <p>3</p> | <p>Tender Page 115 clause 24.2. DG Set:</p> <p>Tender specifies that “x. To operate and maintain 150 KVA DG set with fuel and chlorine gas neutralization system weekly”.</p> <p>We request BMC to reimburse the fuel cost to the successful bidder for Operating 150 KVA DG Set. Please confirm.</p> | <p>24.2 Give emphasis to site safety including :</p> <p>i. to ix.</p> <p>x. To operate and maintain 150 KVA DG set with fuel and chlorine gas neutralization system weekly”.</p> | <p>Tender Condition Prevails</p> |
| <p>4</p> | <p>Tender Page 68 clause 46: Termination Tender clause state that 46.2) Fundamental breaches of Contract shall include, but shall not be limited to, the following. h) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data at no cost to bidder. It is understood that the contractor shall use BMC Laboratory equipment’s which is currently being operated at Bhandup WTP complex. Please confirm.</p> | <p>46. Termination 46.2) Fundamental breaches of Contract shall include, but shall not be limited to, the following. h) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data at no cost to bidder. Technical Specification (Page No.110) 11.1 The contractor shall perform all tests, sampling and analysis as and when required. All analysis shall be carried out in the existing laboratory of BMC .</p> | <p>46.2 Tender Condition Prevails</p> <p>Deleted “h) if the contractor fails to set up a field laboratory with the prescribed equipment, within the period specify in the contract Data at no cost to bidder”</p> <p>Technical Specification (Page No.110) 11.1 The contractor shall perform all tests, sampling and analysis as and when required. All analysis shall be carried out in the existing laboratory of BMC.</p> |
| <p>5</p> | <p>Tender Page 25 clause F (Time Period of the Project):</p> <p>Please note, in the second paragraph of this Clause F, there is a reference of Clause 8(e) of Standard General Conditions of Contract. This clause reference of 8(e) of Standard General Conditions of Contract cannot be found in the tender document, including General Conditions of Contract.</p> <p>We understand, since construction (design-build) period is not applicable for this project as it being the operation and maintenance project, these liquidated damages for delay as per Clause 8(e) will also be not applicable. Please confirm.</p> | <p>F. TIME PERIOD OF THE PROJECT:</p> <p>Entire project should be completed and delivered within 3 years of time from the date of award of contract or till termination of contract after one year whenever BMC staff will be available that includes / excludes Monsoon. The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor. On failing to do so, the Contractor shall pay as compensation an amount which shall be governed as per Clause - 8 (e) of Standard General Conditions of Contract.</p> | <p>F. TIME PERIOD OF THE PROJECT:</p> <p>Entire project should be completed and delivered within 3 years of time from the date of award of contract or till termination of contract after one year whenever BMC staff will be available that includes / excludes Monsoon. The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the Letter of Acceptance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor. On failing to do so, the Contractor shall pay as compensation an amount which shall be governed as per Clause - 84 of Standard General Conditions of Contract.</p> <p>It is to state that penalty clause 84 (Page No.88) is not applicable for the subject tender.</p> |

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| 6 | <p>Tender Page 53 clause 11 (Contractor's Risk):</p> <p>We understand that there is a typo error in the reference of clause 11.1. The correct reference should be "clause 10.1". Please confirm.</p> | <p>11. Contractor's Risk :</p> <p>11.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.</p> | <p>11. Contractor's Risk :</p> <p>11.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 10.1, are the responsibility of the Contractor.</p> |
| 7 | <p>Tender Page 66 clause 40 (Liquidated Damages):</p> <p>Please note, this clause refers the liquidated damages amount to "Contract Data", however, there is no "Contract Data" available or enclosed with this tender document.</p> <p>We understand, since construction (design-build) period is not applicable for this project as it being the operation and maintenance project, these liquidated damages for delay as per Clause 40 will also be not applicable. Only liquidated damages will be applicable for non-performance of operation and maintenance obligations as mentioned in technical specifications.</p> <p>Please confirm.</p> | <p>40. Liquidated Damages :</p> <p>Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and not by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The Employer and the contractor have agreed that this is a reasonable agreed amount of liquidated damage. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.</p> | <p>Tender Condition Prevails</p> |
| 8 | <p>Tender Page 67 clause 44 (Final Account):</p> <p>There is a penalty amount proposed for each delayed bill. We believe, this is a harsh provision and contrary to business interest of the Contractor. Hence, this provision needs to be deleted. We request you to please delete this penal provision.</p> | <p>44. Final Account :</p> <p>Contractors should submit the final bill within 1 month of physical completion of the work. If the contractor fails to submit the final bill within 1 month, the BMC staff will prepare the final bill based on the joint measurement within next 3 months. Engineer's decision shall be final in respect of claims for defect and pending claims against contractors. No further claims should be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the</p> | <p>Tender Condition Prevails</p> |

Commissioner shall be made within a reasonable period as may be necessary for the purpose of verification etc. After payment of the final bill as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of a disputed portion of the final bills and if he fails to do so within 84 days, his disputed claim shall be dealt with as provided in the contract.

A percentage of the retention money, over and above the actual retention money as indicated below shall be held back from payments till the finalization of final bill to be submitted as per above and will be paid within 30 days of acceptance of the final bill.

| Sr. No | Amount of Contract Cost | Minimum Payable Amount in final bill |
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| 1 | Upto Rs.5 Crs. | Rs.10 Lacs or final bill whichever is more |
| 2 | Upto Rs. 25 Crs. | Rs.1 Crore or final bill amount whichever is more |
| 3 | Upto Rs. 50 Crs. | Rs.2 Crores or final bill amount whichever is more |
| 4 | Upto Rs. 100 Crs. | Rs.4 Crore or final bill amount whichever is more |
| 5 | More than Rs.100 Crs. | Rs.7 Crore or final bill amount whichever is more |

The contractor have to submit the bill for the work carried out within 15 days from the date of completion of the work to the respective executing department. If the contractor fails to submit their bills to concerned executing department, penalty or action as shown below will be taken for each delayed bill:-

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| After 15 days from the date of completion / running bill upto certain date, upto next 15 days i.e. up to 30 days | Equal to 5% of bill amount |
| Next 15 days upto 45 days from the date of completion / running bill upto specified date | Equal to 10% of bill amount |

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| | | If not submitted within 45 days from the date of completion / R.A. bill | Bill will not be admitted for payment. | |
| 9 | <p>Tender Page 68-69 clause 46.2 (Termination):</p> <p>It is to be noted that as per Clause 46.1, Employer or Contractor may terminate contract for fundamental breaches. For Contractor, fundamental breaches have been defined in Clause 46.2, however, for Employer, no fundamental breaches have been defined as the same have been defined for the Contractor. Please include the following fundamental breach as new sub-clause (k) after the existing sub-clause (j), without limiting Contractor's grounds for Employer's other fundamental breaches:</p> <p>"...(k) If the Employer fails to or is unable to certify the bills or pay three (3) consecutive bills."</p> | <p>46. Termination</p> <p>46.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>46.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following</p> <ul style="list-style-type: none"> a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer; b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation; c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer; d) the Contractor does not maintain a Security, which is required; e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause. f) the Contractor fails to provide insurance cover as required under relevant clause. g) if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the contract. h) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data at no cost to bidder; and | | <p>Tender Condition Prevails</p> |

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| | | <p>i) any other fundamental breaches as specified in the Contract Data.</p> <p>j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.</p> | |
| 10 | <p>Tender Page 69 clause 47.2 (Payment upon Termination):</p> <p>In this clause, payment termination has been detailed out in the event of termination for Employer's convenience. We request you to please also add "due to Employer's fundamental breach" in the following manner:</p> <p>"If the Contract is terminated at the Employer's convenience or Employer's fundamental breach, the Engineer shall issue a certificate for the value of the work done...deducted at source as per applicable law."</p> | <p>47. Payment upon Termination</p> <p>47.2 f the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.</p> | Tender Condition Prevails |
| 11 | <p>Tender Page 78 clause 72 (Payment, Tax and Claims):</p> <p>We understand that the Contractor shall be entitled to claim interest amount on any delayed payment of the bills from the date on which that bill becomes due until it is paid in full. Please confirm.</p> | <p>72. Payment, Tax and Claims</p> <ul style="list-style-type: none"> • The limit for unforeseen claims Under no circumstances whatever the contractor shall be entitled to any compensation from BMC on any account unless the contractor shall have submitted a claim in writing to the Eng-in-change within 1 month of the case of such claim occurring. • No interest for delayed payments due to disputes, etc: It is agreed that the Municipal Corporation of Greater Mumbai or its Engineer or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its Engineer's or officer's hands owing to any dispute or difference or claim or misunderstanding between the Municipal Corporation of Greater Bombay or its Engineer or Officer on the one hand and the contractor on the other, or with respect to any delay on the part of the Municipal Corporation of Greater Bombay or its Engineer or Officers in making periodical or final payments or in any other respect whatever. | Tender Condition Prevails |
| 12 | <p>Tender Page 65 and 84 clause 36.1 (Payments) and clause 81 (Terms of Payment):</p> <p>In Clause 36.1, the payment of certified invoice must be made within 15 days of date of certificate. However, as per Clause 81, the payment needs to be made within 30 days</p> | <p>36. Payments</p> <p>36.1 Payments shall be adjusted for deductions for advance payments, retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the</p> | Tender Condition Prevails |

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| | from the date of receipt of bill. We request you to please rectify this contradiction and make this period to be 15 days from the date of the certificate. Please confirm. | amounts certified by the Engineer within 15 days of the date of each certificate. 81. Payment Terms of Payment: Within 30 days from the date of receipt of bill accompanied by relevant supporting documents, subject to satisfactory completion of work as per contract terms and conditions. Monthly interim payment of amount calculated on monthly basis considering the contract period will be made on pro-rata basis on successful completion of every one month | |
| 13 | Tender Page 108-109 clause 7 (Penalty): We request that all the liquidated damages/penalty for non-performance as mentioned in this clause to be cumulatively capped at 10% of the corresponding annual operation and maintenance value under the Contract. | 7.Penalty :- Penalties will be levied for the following 7.1 Inadequate staff 7.2 Treated Water Quality 7.3 Excess PAC(Poly Aluminum Chloride) Consumption 7.4 Water loss as sludge 7.5 Water loss from back wash 7.6 Penalty for incomplete maintenance schedule | Tender Condition Prevails |
| 14 | Tender Page 108-109 clause 7 (Penalty): We understand that these liquidated damages/penalty for non-performance shall be the sole and exclusive remedy available to the Employer. Please confirm. | 7.Penalty :- Penalties will be levied for the following 7.1 Inadequate staff 7.2 Treated Water Quality 7.3 Excess PAC(Poly Aluminum Chloride) Consumption 7.4 Water loss as sludge 7.5 Water loss from back wash 7.6 Penalty for incomplete maintenance schedule | Tender Condition Prevails |
| 15 | New clause Limitation of Liability: “Contractor shall not be liable to the Employer for any loss of use of any works, loss of profit, loss of contract or for any other indirect loss or damage which may be suffered by the Employer in connection with the Contract. The total liability of the Contractor to the Employer, under or in connection with the Contract, shall not exceed the total Contract value.” | No relevant condition in tender document. | Insertion of New clause of Limitation of Liability is not acceptable. |

Sd/-
A.E. (900 MLD WTP) B.C.

Sd/-
E.E. (900 MLD WTP) B.C.

Sd/-
Dy. H.E. (M & E) B.C.

Sd/-
H. E.