

GOVERNMENT OF MAHARASHTRA
WATER SUPPLY & SANITATION DEPARTMENT
STATE WATER & SANITATION MISSION



महाराष्ट्र शासन

GOVERNMENT OF MAHARASHTRA

**Request for proposal for
Empanelment (RFP)**

RFP Ref No.: SWSM/SBM/Tech Br/C.R.No.10/2023-2

Date:

**Empanelment of Contractors type B for Construction of Liquid
Waste Management in various villages (above 5000
population) in the State of Maharashtra**

Issued by:

**Mission Director (SBM)
State Water and Sanitation Mission (SWSM)
Water Supply and Sanitation Department
Government of Maharashtra
1st Floor, CIDCO Bhawan, CBD Belapur (South Wing)
Navi Mumbai – 400 614
Tel: 022-27562546/27562363**

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Empanelment of Contractors for Construction of Liquid Waste Management various villages in the State of Maharashtra Dated:

1. Online applications for empanelment of contractors for Construction of Liquid Waste Management are invited by Mission Director, SBM, State Water and Sanitation Mission from contractors' having proven relevant experience and capacity.
2. The Government of Maharashtra has entrusted Mission director, SBM, State Water and Sanitation Mission (the authority, hereafter) the task of Execution of Liquid Waste Management under Swachh Bharat Mission in the State of Maharashtra.

Particulars	Total Estimated Cost of Projects (In Rs. Cr.)
Empanelment of Contractors TYPE -B for Construction of Liquid Waste Management in various villages in the State of Maharashtra	469.75

3. The Request for proposal for empanelment (RFP) document is available on the e-Tendering website <https://mahatenders.gov.in>. The aspiring contractors will have to download RFP from the website mentioned above. The contractors have to submit application along with technical and relevant documents online within the specified period. Contractors need to pay EMD amount as mentioned above online or in the form of Bank Guarantee issued by Nationalized / Scheduled banks in India.
4. The contractors should upload the documents in readable form; contractor should take trial of uploaded documents by taking printout. The unreadable documents will be treated as null & void. The remaining documents will be evaluated. The decision of opening authority regarding this will be binding to all applicants.
5. All rights are reserved by the Mission Director, SBM, State Water and Sanitation Mission to reject any or all RFP proposals without assigning any reason.

6. Time Schedule for this RFP is as follows-

Sr No	Information	Details
1.	Date and Time of Publishing	Date – 04/08/23, Time – 3.00 pm
2.	Date & Time for Commencement of Downloading RFP	Date: 05/08/23 Time: 9.00 am
3.	Last date & Time for sending requests for clarifications (Signed PDF and editable copy) on slwmswsm104@gmail.com	Date: 08/08/23 Time: 5.00 pm
4.	Pre-bid meeting date and Place	Date: 09/08/23 Time: 11.30 am State Water and Sanitation Mission 1st Floor, CIDCO Bhawan, CBD Belapur, (South Wing), Navi Mumbai – 400 614
5.	Last date & time for downloading the RFP document	Date: 24/08/23 Time: 5.00 pm
6.	Last Date (deadline) & Time for submission of application	Date: 24/08/23 Time: 5.00 pm
7.	Date and Time for Opening of Technical Application	Date: 25/08/23 Time: 5.00 pm

**Mission Director
State Water and Sanitation Mission**

Disclaimer:-

- a) The Mission Director, Swachh Bharat Mission, State Water Supply and Sanitation Mission, Water Supply and Sanitation Department, Government of Maharashtra here in after referred to as “authority” has issued this Notice Inviting Application (hereinafter referred to as the Request for Empanelment document -RFP) for **Empanelment of Contractors for Construction of Liquid Waste Management in various villages in the State of Maharashtra** The information contained in this Request for Empanelment document (the “RFP”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested contractors with information that may be useful to them in the formulation of their application for empanelment pursuant to this RFP (the “Application”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(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 authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Contractor, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with empanelment of Applicants for participation in the Bidding Process.

The authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

The authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the authority is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Contractor or Concessionaire, as the case may be, for the Project and the authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

1. Invitation for Empanelment

1.1. Project Background Information

1.2. Introduction

The Government of India launched Swachh Bharat Mission (Grameen) Phase-II to sustain the gains that SBM had made during the previous years. The aim was to achieve sustainability of ODF status and creation of solid and liquid waste Management services in rural areas. Solid and liquid waste Management (SLWM) is one of the key components to be implemented under SBM (G) Phase-II.

This necessitates proper planning of Solid and Liquid Waste Management facilities to treat the Solid and Liquid Waste. The Guidelines on Solid and Liquid Waste Management issued by DDWS (GoI) mentions that waste water should be brought to treatment facility like a sewage treatment plant for treatment and Solid waste brought to Treatment facility like Biodegradable and Non-Biodegradable treatment. However very few existing facilities are present in the state that can serve to treat Solid and Liquid Waste in rural areas.

Construction of such Solid and Liquid Waste Management is a specialized activity and requires proven technologies and designs to be adopted for receiving, treating and safely discharging effluent as well as generating useful resource like compost/fertilizer from the solid waste, useful resource like agriculture use water etc.

Components under Solid and Liquid Waste Management under SBM 2 Grameen.

1. Construction of Degradable Solid waste Management Facility
2. Construction of Non-Degradable Solid Waste Management Facility
3. Construction of New Grey Water Treatment Plant for villages.

This request for empanelment is only for component no. 3 above i.e. Construction of Grey Water Treatment Plant for villages above 5000 population.

1.3. Construction of Liquid Waste Management includes works like

1.3.1. Design

- a) Verify the required capacity of the plant as per sanctioned estimate.
- b) Submission of Hydraulic design, and structural design and construction of the work as per approved designs and as per tender conditions mentioned by district

1.3.2. Construction

Construction of work as per the approved design and drawings under the supervision of Deputy Engineer, RWS/EE RWS of concerned Sub division/division.

1.3.3. Operation and Maintenance

The operation and maintenance of the Liquid waste Management plant for 1 year.

1.4. Objectives of the (RFP) of Empanelment

The main objective of this RFP is to identify and empanelment of potential contractors having technical, managerial competency and financial soundness to carry-out the Construction of Liquid Waste Management under Swachh Bharat mission 2 (G) for villages having population more than 5000.

Only these empaneled contractors can participate in the limited bidding process to be carried out for construction of Liquid Waste Management plants in villages by the district.

1.5. Procedure for empanelment of contractors for Construction Liquid Waste Management Plant.

- i. Every year, WSSD GoM prepares Annual Implementation Plan of the SLWM proposed under SBM 2. This action plan is approved by the appropriate authority of GoM/GOI.
- ii. Districts will prepare DPR of Grey water management and provide necessary approvals to DPRs for the villages with more than 5000 population
- iii. The construction work is carried out as per the approved design drawing and tender specifications issued by Executive engineers RWS
- iv. Contractor will be empaneled as per the terms and conditions and the methodology given in this document.
- v. SWSM will invite technical documents from the contractors.
- vi. SWSM will empanel contractor for liquid waste management work as per their past experience and capacity

1.6. Invitation of Application

- i. Authority invites online application for empanelment through e-procurement portal (<https://mahatenders.gov.in>) from eligible contractors for Empanelment of Contractors for Construction of Liquid Waste Management in various villages in the State of Maharashtra. The contractors are advised to study this RFPE document before submitting their application in response to this Notice Inviting Empanelment. The submission of application in response to this RFP shall be deemed to have been done after careful study and examination of this document and with full understanding of its terms, conditions and implications.
- ii. The complete RFP document has been published on <https://mahatenders.gov.in>.
- iii. The contractors who wish to participate in this application process must register on-<https://mahatenders.gov.in>
- iv. No financial proposals are invited at this empanelment stage.
- v. The contractor's (authorized signatory) shall submit their documents as mentioned in this RFP document online. The application processing fees and Earnest Money Deposit (EMD) should be submitted online as per the details provided in the RFP document.
- vi. The authority will not be responsible for any delay or error in online submission due to any reason. For this, contractors are requested to upload the complete required application documents, application processing fee and EMD well in advance so as to avoid issues like slow speed, or any other unforeseen problems. For queries related to application submission, the contractors may contact the helpdesk given on <https://mahatenders.gov.in>
- vii. The contractors are also advised to refer "Contractors Manual Kit" available on <https://mahatenders.gov.in> for further details regarding the e-tendering process.

1.7. Schedule of RFP Process:

Sr No	Information	Details
1.	Date and Time of Publishing	Date – 04/08/23, Time – 3.00 pm
2.	Date & Time for Commencement of Downloading RFP	Date:05/08/23 Time: 9.00 am
3.	Last date & Time for sending requests for clarifications (Signed PDF and editable copy) on Email address of concerned person	Date:08/08/23 Time: 5.00 pm
4.	Pre-application meeting date and Place	Date: 09/08/23 Time: 11.30 am State Water and Sanitation Mission 1stFloor, CIDCO Bhawan, CBD Belapur, (South Wing), Navi Mumbai – 400 614
5.	Last date & time for downloading the RFP document	Date: 24/08/23 Time: 5.00 pm
6.	Last Date (deadline) & Time for submission of application	Date: 24/08/23 Time: 5.00 pm
7.	Date and Time for Opening of Technical Application	Date:25/08/23 Time: 5.00 pm

Note:- Contractors are requested to frequently visit <https://mahatenders.gov.in> to see any change in scheduled dates and for any other changes made in the RFP document through corrigendum, MOM of pre-application meeting etc. If there is any difference between date mentioned in RFP document and date mentioned on <https://mahatenders.gov.in>, in such case date mentioned on <https://mahatenders.gov.in> is final.

1.8. Other Important Information related to Application

Sr. No	Information	Details
1.	Application process Fee	Rs. 10000/- (including GST) payable via online payment gateway available on online e-tendering portal.
2.	Earnest Money Deposit(EMD)	Rs. 50,000 /- (Fifty thousand only) to be paid online on the e-tendering portal at the time of submission of the application. Earnest Money Deposit can be submitted in the form of Bank Guarantee also. In that case copy of the Bank Guarantee to be uploaded with other documents. The original Bank Guarantee must be delivered to address mentioned in clause 1.7 Sr. No. 4 above within 4 days from the date of opening of the technical bids failing which the bid shall be summarily rejected.
3.	Application Validity Period	120 days from the date of opening of the technical application

Mission Director
State Water and Sanitation Mission (SLWM)

2. Joint Venture and Technology Tie up

A - Joint Venture:

No Joint venture / Consortium is allowed.

B - Technology Tie Up: -

a) Approved technologies by GoM for SLWM for villages with population more than 5000 are mentioned in

GR - ***SBM2021/Pra Kra. 272/Pa.Pu. -16 dt 2 dec 2021 Pg No 11***. As follows:

1. Duckweed Based Waste Water Treatment
2. Phytorid Technology (developed by NEERI)
3. Anaerobic Decentralized Waste Water Treatment
4. Decentralized Waste Water Treatment (DEWATS)
5. Tiger Bio Filter
6. Johkasou
7. Waste stabilization tank
8. Soil bio technology
9. Integrated wet land
10. Anaerobic bio reactor

b) Bidder should have tie up with technologies as mention above.

2.1. Application Processing Fees

The contractors are requested to pay application processing fees as mentioned in the clause 1.8 through the e-tendering Portal's Payment Gateway. The application processing fee is non-refundable. The RFP document can be downloaded free of cost from the portal <https://mahatenders.gov.in> on registration. The applications that are not accompanied by the application processing fee shall be considered non-responsive and shall be rejected.

2.2. Earnest Money Deposit (EMD):

The contractors are requested to deposit the EMD as mentioned in the clause 1.8 through the Online Payment Gateway as integrated in the <https://mahatenders.gov.in> e-tendering solution or in the form of bank guarantee issued by Nationalised bank or Scheduled bank.

- a) The EMD will be retained in the pooling account and will be refunded to the unqualified / unsuccessful contractors after award of empanelment to the successful contractors.
- b) The EMD should be valid for 120 days from the date of technical application opening.
- c) The application submitted by contractors without the prescribed EMD, will be rejected.
- d) The Unsuccessful contractor's (contractors not empaneled) EMD will be returned without interest within 120 days from the date of opening of the technical documents.
- e) EMD of empaneled contractors will be returned without interest after the empanelment of the contractor within one month of date of empanelment.
- f) The EMD may be forfeited:

1. If a contractor withdraws his application during the period of application validity or its extended period, if any.
2. If empaneled contractors fail to sign the Contract within specified time.
3. If during the application process, a contractor indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of application evaluation and finalization. The decision of the authority regarding forfeiture of the EMD shall be final and binding upon contractors.
4. If during the application process/ empanelment period, any information is found false/fraudulent/mala fide, then the authority shall reject the application and, if necessary, initiate action as per the applicable law.

NOTE - The contractors should make application processing fee and EMD payment well in advance so as to ensure that the payment reaches to Bank at least 4 (four) days before date and time for submission of application.

3. Application Submission Instructions

3.1. Online Application Submission

- a) The contractors shall submit the application online through e-procurement Portal <https://mahatenders.gov.in>
- b) Modification and Withdrawal of Application – Resubmission of application by the contractors for any number of times before the final date and time of submission is allowed.

3.2. Minimum Eligibility/Qualification Criteria:

The Contractors shall fulfill all of the following minimum eligibility criteria as on the date of submission of application

1. Registration of the Contractor

The Firm / Contractor should have valid registration with MJP/ CPWD / State PWD/ MES/ Railway/ MSEDCL/ MIDC / CIDCO/ Any Government / Semi Government in Class- V (Civil) of MJP or Equivalent class.

2. Technical Capacity:

1. Technical Capacity:

The contractor shall have experience of successful completion & commissioning of the EACH of works listed below with Central /State /Semi Govt. /Government undertaking organization / Local statutory body/PSUs or equivalent organization.

Sr. No.	Components in Project	Experience Required
a	No. of GWM/STP/FSTP/ Sewerage/drainage work	Minimum 1 No. and up to 3 Nos. of water supply schemes/GWM/STP/FSTP/drainage/sewerage works. The total cost of the schemes shall not be less than Rs. 50 lakhs in maximum 3 numbers of schemes.
b	Capacity of plant	Providing and constructing of WTP/STP/FSTP plants having total minimum capacity of 225 KLD with satisfactory commissioning and completion. The Experience can be considered from only completed Project if the particular work of WTP/STP/FSTP is Completed & Commissioned satisfactorily.
c	Operation and maintenance	The contractor should have experience of operation and maintenance of WSS/GWM/STP/FSTP scheme for minimum 1 year in single contract.
d	Technology tie-up	The contractor should submit a valid authorization letter from the technology owner on their letter head

The applicant should have successfully completed similar works to satisfy one of the following

1. One similar work of value not less than 50 Lakhs

OR

2. Two similar works of value not less than 25 lakhs

OR

3. Three similar works of value not less than 20 lakhs.

Note: Similar work shall mean works of STP/water supply works/drainage/sewerage works as mention in above table

Note: The certificate of experience shall have to be issued by the officer not below the rank of Executive Engineer / Chief Officer of Municipal Council /Project Head or equivalent officer. The contractor shall submit work order / contract document along with the experience certificate

2. Financial Capacity:

1. Contractors should have average annual financial turnover in last 3 years of at least Rs. 75 LAKH
2. Contractors should have minimum average positive Net Worth in last 3 years.
3. Contractors should have minimum solvency of Rs.5 lakhs.
4. The contractor shall not be under any corporate debt restructuring (CDR) mode as on the date of submission of the bid and until the award of the contract. (Certificate of Chartered Accountant signed by Contractor as well as Chartered Accountant to be submitted)
5. The Contractor should not be currently under any Insolvency Bankruptcy Code (IBC) resolution process at National Company Law Tribunal (NCLT). (Certificate of Chartered Accountant signed by Contractor as well as Chartered Accountant to be submitted)
6. Contractors should be registered under Goods and Services tax Act, 2017.
7. Contractors should be registered with appropriate authorities under Employees Provident Fund Act. Contractors has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local authority/ Central and State Government Undertaking or Government Organizations as on the date of submission of application.

All the documents pertaining to pre-qualification criteria shall be submitted separately online.

3.3. Technical Documents to be uploaded

The Technical application must be submitted online as per the instructions on the portal and in this RFP document. All documents listed in Annexure -1 should be uploaded on portal. Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejection of the application submitted by the contractors.

3.4. Validity of Application

The application shall be valid for a period mentioned in clause 2.2 from the date of opening of the technical application. Application valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, the authority may solicit the contractor's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.

3.5. Language

The application should be submitted by the contractors in English/Marathi/Hindi language only. If any supporting documents submitted are in any other language, translation of the same in English/Marathi/Hindi language is to be duly attested by the Contractors. For purposes of interpretation of the application, the English translation shall govern.

3.6. Conditions under which RFP is issued

- a) This RFP document is not an offer and is issued with no commitment. The authority reserves the right to withdraw the RFP document and change or vary any part thereof, at any stage. The authority reserves the right to disqualify any contractor any stage.
- b) No verbal conversations or agreements with any official, agent, or employee of the authority shall affect or modify any terms of this RFP document and any alleged verbal agreement or arrangement made by contractors with any agency, official or employee of the authority shall be superseded by the definitive agreement that results from this Empanelment process. Verbal communications by the authority to contractors shall not be considered binding on it, nor shall any written materials provided by any person other than the authority.
- c) Neither the contractors nor any of the contractor's representatives shall have any claims whatsoever against the authority or any of their respective officials, agents, or employees arising out of or relating to this RFP document or these procedures (other than those arising under a definitive service agreement with the contractors in accordance with the terms thereof).
- d) Until the finalization of empanelment and during the validity of the empanelment, contractors shall not, directly or indirectly, solicit any employee of the authority to leave the office or any other officials involved in this Empanelment process in order to accept employment with the contractors, or any person acting in collusion with the contractors, without prior written approval of the authority.

3.7. Right to the content of Application-

All application and accompanying documentation of the technical documents will become the property of the authority and will not be returned after opening of the technical documents. The authority is not restricted in its rights, to use or disclose any or all of the information contained in the application and can do so without compensation to the contractors. The authority shall also not be bound by any language in the application indicating the confidentiality of the application, or any other restriction on its use or disclosure.

3.8. Non-Conforming Application

Application may be construed as a non-conforming application and ineligible for consideration if:

- 1. It does not comply with the requirements of this RFP document.
- 2. It does not follow the format requested in this RFP document or does not appear to address the requirements as specified by the authority.

3.9. Disqualification

The application is liable to be disqualified in the following cases or in case the contractors fails to meet the requirements as indicated in this RFP document:

- e) The application is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming application.
- f) The contractors qualifies the application with own conditions.
- g) The information submitted in the technical documents is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the empanelment (no matter at what stage) or during the tenure of the Contract including the extension period, if any.
- h) The contractor tries to influence the application evaluation process by unlawful/corrupt/fraudulent means at any point of time during the empanelment process.
- i) In case anyone contractors submit multiple application or if common interests are found in two or more contractors, the contractors are likely to be disqualified.
- j) Any form of canvassing / lobbying / influence / query regarding short listing etc. will be treated as disqualification. While evaluating the application, if it comes to the authority's knowledge expressly or implied, that some contractors may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of application, then the contractors so involved are liable to be disqualified for a period of four years from participation in any of the tenders invited by the authority.
- k) If the Technical documents contains any information on price, pricing policy, pricing mechanism or any information indicative of the financial aspects of the application.

3.10. Acknowledgement of Understanding

By submitting the application, each contractor shall be deemed to acknowledge that contractor has carefully read all sections of this RFP document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

4. Application Opening, Evaluation process and Empanelment

4.1. Application Opening

On the date and time specified in the RFP notice technical documents of the contractors will be opened online through- e tendering procedure.

4.2. Evaluation of Technical Application

The evaluation of the technical application will be carried out as follows:

- a) Contractors' technical documents shall be scrutinized based on qualification criteria mentioned in clause 3.2 Contractors not fulfilling any of the criteria shall be rejected.
- b) The contractors are required to submit all required documentation in support of the criteria specified as per the formats specified in this RFP document (please refer forms provided in forms & details in annexure- 1).
- c) In any case, in the event of any deviation from the factual information provided by the contractors in technical application, the deviation can reject the application and also ban the contractors from participation in any future tenders in the State of Maharashtra.
- d) At any time during the application evaluation process, the SWSM committee may seek verbal /

written clarifications from the contractors. The committee may seek inputs from their professional experts in the evaluation process.

- e) The committee reserves the right to do a reference check of the past experience stated by the contractors. Any feedback received during the reference check shall be taken into account during the technical evaluation process.

4.3. Empanelment of contractors

- a) Contractors fulfilling the criterion mentioned in 3.2 and terms and condition stipulated in this RFP documents shall be declared as empaneled for LWM work.
- b) The authority would publish lists of empaneled contractors who will be eligible for participation for LWM bidding for 5000 above population villages in Maharashtra.
- c) The Authority will not entertain any query or clarification from contractors who fail to qualify.
- d) SWSM reserves the right to decide number of contractors to be empaneled.
- e) If required, SWSM may carry out another & separate round of empanelment in order to have sufficient pool of eligible and empaneled contractors for the execution of LWM sanctioned under SBM-II.

5. Methodology for Bidding Stage:

- a) Price bid from the empaneled contractors having required available bid capacity will be invited online from district. Available bid capacity of the contractor will be worked out considering the bid capacity of the concerned contractor at the time of submission of bid for the particular work.
- b) Bids will be called for the works of LWM schemes having population above 5000 and cost upto 50 lakhs. Bids will be in the form of percentage rate (B-1) tender. The contractor will quote his offer in B-1 tender format. Bid will be issued by district.
- c) ZP will proceed for next stage of bidding at district level. In this regard, the decision of CEO ZP will be final and binding on the empaneled contractors.
- d) Only empaneled contractor can participate in the bidding of the LWM scheme UPTO COST 50 LAKHS. There will not be a qualification criterion except proposed technology tie up with contractor and bid capacity. Empaneled contractors having sufficient bid capacity will only be eligible to participate in the bidding of LWM schemes.
- e) If empaneled contractor not have tie up with the proposed technology (technology other than the technology he has tie up with) during the bidding stage then, empaneled contractor will allow to tie up with particular technology before last date of application for particular bid.
- f) The work order of each LWM scheme will be issued to the lowest contractor by the concerned Executive Engineer of the RWS, ZP after completing the necessary procedures in the bidding document. Contractor will have to enter in separate agreement with the concerned Executive Engineer for the work of each LWM scheme. It will be mandatory to the contractor to take work order and complete the work of all the LWM schemes as per the terms and condition in bid of the concerned district.
- g) **Supervision, measurements and billing of the completed work of each LWM scheme will be done by the Engineers of the respective RWS, ZP or their authorized representative. Payment will be done by RWS ZP after taking permission from SWSM.**
- h) **Contractor should note that as per central guidelines and Maharashtra government resolution dated 02/12/21 and 26/11/21, 70% funding for grey water management is from swachch bharat mission (g)-2 and 30% from 15th finance tied fund of gram panchayat. Hence 30% payment will be**

done by gram panchayat after proper procedure from RWS ZP.

- i) The terms and condition of the empanelment and the provisions in the bid will be binding on the contractors participating in the bidding of the particular district.
- j) In case of ambiguity or conflict in the provisions made in this bid document and the bidding document of the particular district, provision in the bidding document of state empaneled will prevail over the provisions in this bid document.
- k) If MD SBM found that the progress of works is not satisfactory in spite of having no hindrance to that work. And it is also found that the contractor is responsible for slow progress/ stoppage or the inferior quality of work then disciplinary action as per the clause no. 9.5 will be taken against the contractor.
- l) There will be separate completion time for each LWM scheme. The completion time will be mentioned in the bid document of the district for which bidding will be done in next stage. Contractor will have to complete the works within stipulated time as per the bar chart or planning of the concerned LWM scheme.
- m) If during the next phase of bidding of the district bid, it is observed that the empaneled contractors participating in bidding are quoting high rates, SWSM reserves the right to reject such offers and call offers through open bidding and to give an opportunity to the bidders who are not empaneled with SWSM to participate in the bidding of the concerned bid.

6. Conflict of Interest

An applicant shall not have a conflict of interest that affects the empanelment and bidding process. Any applicant found to have a Conflict of Interest shall be disqualified. An applicant shall be deemed to have a Conflict of Interest affecting the empanelment, /bidding process, if:

- a) the Applicant, its member or Associate (or any constituent thereof) and any other Applicant, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest;
- b) a constituent of such Applicant is also a constituent of another Applicant; or
- c) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or
- f) such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

7. Fraud and Corrupt Practices

- 7.1 The contractors and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the empanelment and bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an application without being liable in any manner whatsoever to the contractor if it determines that the contractor has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable

practice or restrictive practice in the empanelment and bidding process.

7.2 Without prejudice to the rights of the Authority under Clause hereinabove, if an contractor is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the empanelment and bidding Process, such contractor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such contractor is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe

7.3 For the purposes of this Clause , the following terms shall have the meaning hereinafter respectively assigned to them

(a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the empanelment ,bidding process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the empanelment, bidding process); or (ii) save and except as permitted under Clause (6) , engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the empanelment and bidding process;

(c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest ;and

(e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

8. Miscellaneous

- 8.1 Empanelment and the bidding process shall be governed by, and construed in accordance with, the laws of India and the courts in the State of Maharashtra shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process.
- 8.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) Suspend and/ or cancel the RFP Process and/ or amend and/ or supplement the RFP Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any applicant in order to receive clarification or further information;
 - (c) Empanel or not to empanel any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
 - (d) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/or
 - (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 8.3 It shall be deemed that by submitting the application, the applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the empanelment, bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

9. General Conditions

9.1. Change in Address

- a) While applying for the empanelment, the contractor should mention address of his Office as well as Head Office, if different. All documents i.e. Bankers' Certificate, Company/Firm Registration etc. should bear one of the above addresses; otherwise the same shall not be accepted.
- b) The contractor shall intimate the change, if any, in any of the above addresses, in advance or maximum within one month of such change along with acknowledgement of noting down of such change in address from the Bank, Income Tax, GST authorities etc. Failure to do so may result in removal of his name from the approved list of contractors.

9.2. Change in Constitution of Firm

The contractor shall not modify the existing partnership or enter into any fresh partnership after empanelment without the prior approval of the empanelment authority. Such proposal, if any, shall be submitted in advance giving full details of the intended partnership/sole proprietorship along with the draft partnership deed/affidavit. Any change in status of the contractor or in constitution of the firm without prior approval of the empanelment authority will render the contractor/firm liable to be removed from the approved list of contractors.

9.3. Contractor's Obligations

The Contractor should fulfill all his obligations under these rules in time and manner as specified, failing which he shall be liable for the action as mentioned therein. Some of the obligations are summarized below:

- a) Prior approval shall be obtained from the empaneling authority before changing the constitution of the firm/ company.
- b) Intimation of change of address should be given in advance or within one month along with acknowledgement from Banker, GST and Income Tax authorities.
- c) should secure works of specified magnitude during the period of empanelment.
- d) should not indulge in unethical practices and maintain good conduct.
- e) shall execute the works awarded to him strictly as per the terms and conditions of the contract and specifications.

9.4. Contractor should have minimum technical personnel/ manpower as per the table given below:

Availability of Minimum Technical Personnel / Manpower per plant :

Position	Minimum Qualification & Minimum Experience in relevant field	Minimum Number
Project Manager	A Civil Engineer graduate with 5 years or Diploma in Civil Engg. With 7 years of experience in GWM/STP/FSTP/ Sewerage/drainage work schemes including Operation and Maintenance. He should have Computer proficiency.	2
Site Engineer	For all categories site Engineers (Civil Engineering Graduate / Diploma Holder) with minimum 3 year's experience should be designated as staff for a project.	2

- a. Contractor shall deploy minimum technical staff as mentioned above. If no's of project increases or cost of projects, Contractor shall increase site engineer level technical personnel in the concern District for smooth execution of work.
- b. Contractor should submit the details of technical personnel/manpower as mentioned in above table during the second phase bidding of various packages.

9.5. Disciplinary Actions

The contractor shall have to abide by all the terms and conditions of empanelment and shall have to execute the works as per contract on time and with good quality if selected by SWSM. SWSM shall have the right to suspend business with contractor for any period, debar or remove contractor name from the approved list of contractors indefinitely or for a period as decided by empaneling authority after issue of show cause notice. Decision of the SWSM shall be final and binding on the contractor. The following actions of the contractor shall, in general, make him liable to disciplinary actions:

A. Suspension of business

SWSM may suspend business with a contractor for indefinite period or for a period as decided by SWSM, pending full enquiry into the allegations, if the SWSM is prima facie of the view that the contractor is guilty of an offence in relation to business dealings which, when established would result

in his removal/banning business and it is not considered desirable to entrust new works or continue business with the contractor. Business may also be suspended with a contractor up to a period of one year in case he fails to start the work after the award on two occasions.

B. Removal from the approved list

The name of the contractor may be removed from the empanelment list of contractors, by the SWSM authority, if he/she:

- a) has, on more than one occasion, failed to execute a contract or has executed it unsatisfactorily; or
- b) is proved to be responsible for constructional defects in two or more works; or
- c) persistently violates any important conditions of the contract; or
- d) fails to abide by the conditions of contract ; or
- e) is found to have given false particulars at the time of empanelment; or
- f) has indulged in any type of forgery or falsification of records; or
- g) changes constitution of the firm without intimation of the pre-qualification authority; or
- h) changes permanent address/business address without intimation to the pre-qualification authority; or
- i) is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
- j) persistently violates the labour regulations and rules; or
- k) is involved in complaints of serious nature received from other departments which prima facie appear to be true; or
- l) Defaults in settlement of tax dues like income tax, Contract tax, GST etc.
- m) Ceases to fulfill eligibility criteria based on which empanelment was done; or
- n) Does not start the work after the same is awarded to him.
- o) Is black listed by any government department or any government local body or government organization.

9.6. Dispute Resolution

In case any dispute arises out during empanelment, no arbitrator shall be appointed for redressal of the dispute. In this regard, decision of the Principal Secretary, WSSD Mumbai shall be final and remain binding on both parties.

9.7. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Contractors shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the authority in relation to matters arising out of, or concerning the Selection Process. The authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the authority or as may be required by law or in connection with any legal process.

To facilitate evaluation of Proposals, the authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified

by the authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Proposal is not rejected, the authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the authority.

9.8. Tender Fee, EMD & Performance Security Deposit during second phase of bidding

During second phase of bidding, contractor will have to pay Tender Fee, EMD & Performance Security Deposit as per the terms and conditions of respective bidding document.

9.9. Stamp Duty :

The contractor shall bear the revenue stamp as per the Indian Stamp Duty Act (1985) (latest revision) provision applicable during contract period. The required Stamp Duty shall be paid through Government Receipt Accounting System (GRAS) to Government Account at every occasion of entering in to contract.

9.10. Jurisdiction of Courts

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mumbai only.

Various Forms

**Application for Empanelment(on
contractor's letter head)**

[Location,
Date]

To :
Mission Director

State Water and Sanitation Mission 1st
Floor, CIDCO Bhavan ,South wing CBD
Belapur , Navi Mumbai -400614

Sub: Application for Empanelment of Contractors for Execution of GWM Schemes under SBM

Ref. No : WSSD/SWSM/JJM/RFE/02/2021

Dear Sir/Madam,

- 1) With reference to your above referred RFE document , I/we, having examined the RFE document and understood its contents, hereby submit my/our application for-Empanelment of Contractors for Category – B for Execution of GWM Schemes under Swachh bharat Mission .
- 2) I/ We acknowledge that the Authority will be relying on the information provided in the application and the documents accompanying such application for empanelment of the applicants for the aforesaid project, and we certify that all information provided in the application and in all documents is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such application are true copies of their respective originals
- 3) This statement is made for the express purpose of qualifying as a contractor for the aforesaid Project.
- 4) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
- 5) I/ We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6) I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 7) I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFE document, including any Addendum/Corrigendum issued by the Authority.
 - b) I/ We do not have any conflict of interest in accordance with Clauses mentioned in this RFE document
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practice, as defined in this RFE document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFE document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8) I/ We understand that you may cancel the empanelment / bidding process at any time and that you are neither bound to accept any application that you may receive nor to invite the applicants to bid for the Project, without incurring any liability to the applicants,.
- 9) I/ We believe that we meet(s) all the requirements as specified in the RFE document and am/ are qualified to submit a empanelment application and subsequent Bid
- 10) .
- 11) I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member Associates have not been convicted by a court or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12) I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member Associates have not been charge-sheeted by any agency of the Government or convicted by a court.
- 13) I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of Associates or against our CEO or any of our directors/ managers/employees
- 14) I/We further certify that we/ any Member of Associates are not barred by the [Central Government/ State Government] or any entity controlled by it, from participating in any project , and no bar subsists as on the date of Application
- 15) I/ We undertake that in case due to any change in facts or circumstances during the pre-qualification /bidding process, we are attracted by the provisions of disqualification in terms of the provisions of this RFE, we shall intimate the Authority of the same immediately
- 16) I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the empanelment of contractor , in respect of the above mentioned Project and the terms and implementation thereof
- 17) I/ We agree and undertake to abide by all the terms and conditions of the RFE document

In witness thereof, I/ we submit this Application under and in accordance with the terms of the RFE document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant/ Lead Member

**Details of the Contractor (On
contractors letter head)**

Sr. No.	Particulars	Details
1	Name of the Contracting Firm	
2	Postal Address	
3	Contact Details, Telephone, Email address	
4	Year of Establishment	
5	Nature of Company Proprietorship/ Partnership/ Private Ltd. /A Limited Company or Corporation etc.	
6	Name of the Director/Partners/Proprietor	
7	Give particulars of registration with Govt. /Semi Govt. / Public Sector Undertakings /Local Bodies	
8	List of major projects executed during the last 10 years by the applicant	To be filled separately
9	List of Key Technical Personnel	To be filled separately
10	List of Major Equipment / Machinery Owned	To be filled separately
11	Give details if at present involved in similar type of contracts	
12	Details of litigation involved during execution of contract in the past 5 years	
13	Details of civil suit, if any, that arose during execution of contract in the past 5 years	
14	Permanent account number	
15	GST registration number	
16	E.P.F. registration Number	
17	E.S.I. Registration Number	

Signature

Name of Contractors / Name& seal of firm

**Solvency Certificate from Nationalized / Scheduled Bank (on
Banks Letter head)**

To,
Mission Director
State Water Supply and Sanitation Mission
1st Floor, CIDCO Bhawan,
CBD Belapur (South Wing)
Navi Mumbai – 400 614

SOLVENCY CERTIFICATE

We the (Bank Name) do hereby certify that (Name of applicant) having their Registered office at (Registered Office Address) is solvent to the extent of Rs. ----- (Rs Only) as disclosed by the information and records which are available with the aforesaid bank.

It is further notified that this certificate is being issued at the request of (Name of Unit) without attaching any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

For (Bank Name)

Sign & Stamp of Bank Manager

NOTE:

1. Banker's certificates should be on letter head of the Bank, sealed in cover addressed to Empanelment authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

Declaration**(Affidavit on Rs.100/- non judicial stamp paper duly notarized)**

Date

We (*Name of Applicant / Name of firms*) certify that in regard to matter other than security and integrity of the country, we have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertaken or which relates to a grave offence that outranges the moral sense of the community.

We (*Name of Applicant / Name of firms*) hereby declare and confirm that our firm/ firms is as on date NOT terminated/blacklisted/debarred in/by any Central Govt. / State Govt. / Board/ Public sector undertaking/Any state/central Govt. Organization, Local body and/or its undertaking companies in last five years.

We (*Name of Applicant / Name of firms*) further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

We (*Name of Applicant / Name of firms*) further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any Director / Manager / Employees etc.

We (*Name of Applicant / Name of firms*) hereby certify that all the documents submitted in response to this RFE is true and authentic.

This is also to certify that our firm (*Name of Applicant / Name of firms*) ,is not involved in any form of Corrupt and Fraudulent practices in past and will never be involved in future.

I /We ----- Solemnly state on oath that the contents in this Affidavit are true and correct to the best of my knowledge and belief.

Name and Title of Signatory:

Name of Firm:

Address

Signature of Contractors

Seal of company

FORM -5 A

Contractor Name:

Experience of the Contractor relevant to the eligibility criteria Clause No. 3.2

Sr. No	Name and Address of Client	GWM/S TP/FSTP / Sewerage/drainage work	Project Location	Project Cost in Rs. Cr.	Contract completion date as per contract	Start Date	End Date	Actual Date of completion	Actual cost in Cr.	Attached Supporting document page Nos
1										
2										
3										
.										
				Total						

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal of Contractor's Firm

*Note: It is mandatory to submit work order/ contract document **along with** the Completion certificate duly signed / counter signed by the officer not below the rank of Executive Engineer / Chief Officer of Municipal Council /Project Head or equivalent rank shall be submitted for the each claimed assignment/ project. Failing which proposal shall be rejected.*

FORM – 5 B**Contractor Name :****Experience of the Contractor relevant to the eligibility criteria Clause No 3.2**

Sr. No	Name and Address of Client	WTP/STP/FSTP plants	Project Location	Capacity Of Plant	Project Cost in Rs. Cr.	Contract completion date as per contract	Start Date	End Date	Actual Date of completion	Actual cost in Cr.	Attached Supporting document page Nos
1											
2											
3											
4											
5											
					Total						

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal of Contractor's Firm

*Note: It is mandatory to submit work order/ contract document **along with** the Completion certificate duly signed / counter signed by the officer not below the rank of Executive Engineer / Chief Officer of Municipal Council /Project Head or equivalent rank shall be submitted for the each claimed assignment/ project. Failing which proposal shall be rejected.*

(ON AFFIDAVIT)

INFORMATION ABOUT WORK IN HAND& WORK WHERE LETTER OF INTENT IS ISSUED

(To be supported with certificate signed by Executive Engineer or equivalent officer)

Sr. No	Name of Works	Name of Division /MC	Accepted tender Cost.	Cost of work completed as on submisison of Proposal	Work completion %	Reason for delay (if any) for completion of balance work.
1	2	3	4	5	6	7

Signature of Contractors

Seal of Contractor's Firm

Details of the Machinery Available with the contractor**For the use of the proposed work**

Sr.No	Name of Equipment	No. of unit	Name of Make	Capacity	Age and Condition	Remark

Signature of

Contractors Seal of

Contractor's Firm

FINANCIAL INFORMATION**Turnover certificate (on CA's letter head)****TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. (name of contractors) is having registered office at (detailed office address). The turnover and net worth of the (name of contractors) from the construction business for the three financial year (FY2020-21, 2021-22, 2022-23) is as under.

Sr. No.	Financial Year	Turnover (in lakhs) as per audited balance sheet	Average positive Net worth (in lakhs)
1			
2			
3			
	Average Turnover		

The above information/figures are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of Empanelment at any stage, besides liabilities towards prosecution under appropriate law.

Signature of the Chartered

AccountantName of the Firm

Registration No.

Date:

Place:

(Seal of the Chartered Accountant)

Note:

1. If felt necessary, SWSM may ask contractor to submit details duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department. Contractor will have to make available such details to SWSM as and when demanded.

**PROJECT MANAGER and Technical Staff (Diploma / Degree Engineers) on contractors roll as
on submission of application**

Sr. No	Name	Education Qualification	Total Years of work Experience	Date of joining with the contractors	No of years association with the contractor
1					
2					
3					
4					
5					
6.					

Signature of

Contractors(s)Name and seal of

Contractors/ Lead Member

Formula to Calculate Bid Capacity
(to be issued by the chartered Accountant on his letter head)

Bidding capacity of contractor for completion of work will be decided by following formula.

$$\text{BIDDING CAPACITY} = [(2.0 \times N \times A) - B]$$

Where ...

N= Number of years prescribed for completion of the work for which present bid is invited
 = 3 years

B= Value of existing commitment of ongoing work to be completed during the period of completion of work (i.e. work in hand)

A= Average value of Maximum engineering works executed by the contractor during any three years of last five years, upgraded to the present year (i.e. tender accepted year) by the formula given below

$$A = 1 + \frac{\text{WIP Present} - \text{WPI Max Value years}}{\text{WPI Max.value years}} \times \text{Maximum value of engineering works executed in a year}$$

WPI Present :- Wholesale price index of the month and year in which tender is invited.

WPI Max.value years :- Average wholesale price index of the year in which the max. value of engineering works executed

Abstract for BID Capacity Calculation (Rs. In Crore)

Sr. No.	Name of Works	Name of Division /MC	Accepted Tender Cost.	Amount of work completed					Amount of balance work	Remark
				2018-19	2019-20	2020-21	2021-22	2022-23		

(Rs. In Crore)

Year	Max. value of engineering works executed in the year	Maximum engineering works executed by the contractor during any three years of last five years		Remarks
		Value	Year	
1	2	3	4	5
2018-19		Write the max value here	Write concerned year here	
2019-20				
2020-21				
2021-22				
2022-23				

(Rs. In Crore)

<u>Year</u>	Value of existing commitment of ongoing work to be completed during next N years	Total value of existing commitment of ongoing work to be completed during next N years. (B)
1	2	3
2021-2022		
2022-2023		
2023-2024		

Note :-

- Since all the data is pertaining to the contractors own performance, the contractors are requested to provide its bidding capacity for this work by furnishing the calculations and supporting documents duly certified by chartered accountant to prove its contentions along with the application for issue of tender form.
- The statement showing the value of existing commitments of ongoing works during next three years for each of works in the list should be counter signed by Engineer-in-charge not below the rank of Executive Engineer or equivalent officer or CO of Municipal Council or head of any other Govt/semi Govt. organization.
- Submission of false information results in blacklisting of the Contractor.
- The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be signed by the Engineer in charge, not below the rank of an Executive Engineer or equivalent officer.
- Empaneled contractor shall have to prove his bid capacity to be eligible to participate in the bidding of district level for allotment of work in second phase of bidding at district level.

**Pre-Application Queries of Contractors(on
contractor's letter head)**

Date :

Name of Contractors					
Address of Contractors					
Tel:					
Email					
Empanelment Ref No.					
Empanelment name					
Sr.	Clause for Pre- qualification Page No.	Pre- qualification Clause No.	Clause Title	Queries/ Clarification	Justification by Contractors if any
1					
2					

Signature of

Contractors(s) Name and

seal of Contractors

Ref:

Date:

BANK GUARANTEE NO:

To

Mission Director

SWACH BHARAT MISSION (G)

State Water and Sanitation Mission

1st Floor, CIDCO Bhawan, CBD Belapur (South

Wing)Navi Mumbai – 400 614

Dear Sir/Madam,

In accordance with your Request for Empanelment (RFE) under your RFE No..... dated

M/s herein after called the Consulting Firm, having its registered office / head office at with the following Directors on their Board of Directors / partners of the firm.

1.....

2.....

3.....

4.....

5.....

6.....

Wish to participate in the said RFE for Empanelment of Contractors for category - A for Execution of packages of GWM Schemes under SBM.

As an irrevocable Bank Guarantee against Bid Guarantee for a sum of **Rs. 5,0000/- (Rs. Fifty Thousand only)** valid for 120 (one hundred and twenty) days from(the date of opening of the proposal) is required to be submitted by the contractor as a condition precedent for participation in the said RFE , which amount is liable to be forfeited on the happening of any contingencies mentioned in the RFE documents, we, the Bank at (local address) having our Head Office at..... guarantee and undertake to pay immediately on demand by Mission Director, SBM, State Water and Sanitation Mission, stating that the application for empanelment is revoked during its validity period

/the prices are increased unilaterally after the proposal opening and during validity of the offer or the consulting firm have failed or refused to sign the Contract in conformity with their final offer or have failed or refused to furnish Contract Performance guarantee in the prescribed form or any other clause mentioned in the RFE document the amount of Rs. 100,00,000/- Rs. One Crore only) without any reservation, protest, demur and recourse. Any such demand by the Mission

Director, swachh bharat Mission, State Water and Sanitation Mission shall be conclusive and binding on the bank irrespective of any dispute or difference raised by the consulting firm.

This guarantee shall be irrevocable and shall remain valid up to.....If any further extension of this guarantee is required the same shall be extended to such required periods on receiving instruction from M/s on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- a. Our liability under this bank guarantee shall not exceed Rs. 50,000/-
- b. This bank guarantee shall be valid up to..... and
- c. We are liable to pay the guaranteed amount only and only if you serve upon us a written claim or demand on or before.....

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this

..... day of At

(Signature)

Name in Block Letters

Designation:

Staff Code No:

(Banker's Seal)

ANNEXURES

Check List for Empanelment Criteria and other required documents to be submitted online

Sr. No.	Documents required	Page No. of Document Uploaded
1	Registration certificate	
2	Work order and work completion certificate as mentioned in form -5 A	
3	Work order and work completion certificate as mentioned in form -5B	
4	Form-1-12	
5	Certificate of Chartered Accountant signed by Contractor as well as Chartered Accountant to be submitted	
6	Certificate of Chartered Accountant signed by Contractor as well as Chartered Accountant to be submitted)	
7	Copy of GST registration certificate	
8	Copy of EPF registration certificate	
9	Affidavit on Rs. 500 non-judicial stamp paper	

Signature of Authorized

Representative Seal of Contractors'

Firm

Please note that all above mentioned documents along with its supporting documents should be numbered and mentioned the corresponding page nos. in last column, failing which SWSM may not evaluate and reject the application. This annexure should also be uploaded

SBM : Tentative Allocation for 2023-24 yrs

Sr.No.	District	District wise details	
		Villages	Amount (In Lakhs)
1	2	5	6
1	AHMEDNAGAR	107	4288.65
2	AKOLA	20	808.31
3	AMRAVATI	17	682.07
4	AURANGABAD	49	1932.25
5	BEED	36	1351.85
6	BHANDARA	8	342.01
7	BULDHANA	36	1406.33
8	Chandrapur	18	708.75
9	DHULE	35	1350.02
10	GADCHIROLI	5	206.28
11	GONDIA	6	236.27
12	HINGOLI	6	238.25
13	JALGAON	48	1924.88
14	JALNA	24	928.08
15	KOLHAPUR	91	3658.77
16	LATUR	31	1229.24
17	NAGPUR	34	1363.24
18	NANDED	35	1416.63
19	NANDURBAR	17	650.05
20	NASHIK	73	2931.55
21	OSMANABAD	32	1267.07
22	PALGHAR	30	1168.92
23	PARBHANI	23	876.41
24	PUNE	98	3950.84
25	RAIGAD	15	594.07
26	RATNAGIRI	9	352.47
27	SANGLI	68	2775.74
28	SATARA	59	2301.28
29	SINDHDURG	3	128.71
30	SOLAPUR	100	3862.74
31	THANE	16	603.09
32	WARDHA	10	391.64
33	WASHIM	15	570.37
34	YAVATMAL	12	478.47
	TOTAL	1186	46975.29

Note : The allocation will vary as per field conditions.

ABBREVIATION

1. GWM = GREY WATER MANAGEMENT (Please Note That, LWM Term Used For GWM Only)
2. LWM = LIQUID WASTE MANAGEMENT
3. STP = SEWAGE TREATMENT PLANT
4. FSTP =FEACAL SLUDGE TRATMENT PLANT
5. SBM =SWACHH BHARAT MISSION
6. WTP = WATER TREATMENT PLANT
7. WSS = WATER SUPPLY SCHEME