



MAHARASHTRA FILM STAGE AND CULTURAL DEVELOPMENT CORPORATION LTD.

(A Govt. of Maharashtra Undertaking)

Dadasaheb Phalke Chitranagari, Goregaon (East), Mumbai 400 065.

Tel. Studio: 022-28401533, 28497500, 28497510. Fax 28400734,

E-mail: contact.filmcell@maharashtra.gov.in

Website: <http://filmcitymumbai.org>

TENDER PAPERS

FOR

Name of Work : Appointment of Project Management Consultant of Fire Fighting Work & other related services at Maharashtra Film Stage & Cultural Development Corporation Limited, Goregaon East, Mumbai

Cost of Tender Form: Rs. 1000/- Plus 18% GST
Non Refundable

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Name of Work : Appointment of Project Management Consultant for Fire Safety Work at
Maharashtra Film Stage & Cultural Development Corporation Limited,
Goregaon East, Mumbai

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BRIEF TENDER NOTICE

E-TENDER NOTICE NO :

Sub :- Online Item Rate tenders are invited from reputed & experience empanelled Consultants from PWD Maharashtra having Experience of Similar Type of Work and all other Qualification Eligibility Criteria and experience as detailed in Detail Tender Notice.

Sr. No.	Name of Work	Estimated Cost	Amount of EMD (Rs.)	Cost of online Tender Document (Rs)
1	Appointment of Project Management Consultant of Fire Fighting Work & other related services at Maharashtra Film Stage & Cultural Development Corporation Limited, Goregaon East, Mumbai	Rs.13200000/-	Rs 132000/-	Rs. 1000/- (Plus 18% GST) = 1180/-

Tenders to be submitted on department’s e-Tendering portal i.e. www.mahatenders.gov.in in two online envelope system marked as Technical Envelope T1 and Commercial Envelope C1. Tender forms are available for download on above mentioned e-Tendering Portal. The cost of Tender Document is Rs. 1000/- + GST (Rupees One Thousand only).

HOW TO REGISTER :

Bidder are request to register themselves at www.mahatenders.gov.in

HOW TO GET A TENDER FORM :

Tender form along with terms and conditions can be downloaded from e-tendering portal www.mahatenders.dov.in of the MFSCDC Ltd. W.E.F. **09-08-2024 at 10:01 hrs to 17-08-2024 at 15:30 hrs.**

EARNEST MONEY DEPOSIT :

The Earnest Money Deposit of Rs 1,32,000/- will be paid on given link in tender process

The Tender received without EMD may not be considered.

SECURITY DEPOSIT:

Amount of total security deposit to be paid shall be 2 % of the cost of work. The successful tenderer shall have to pay 1% the security deposit in approved security form DD / BG / FD (in favour of Maharashtra Film Stage and Cultural development corporation limited) from any Schedule Bank having branches in Maharashtra and balance Security Deposit will be recoverable through the running bills.

COST OF TENDER DOCUMENT :

The non refundable tender document fees per tender Rs. 1,000/- plus 18% GST will have to be paid at given link in tender process

TENDER TIME SCHEDULE (KEY DATES)

The tender schedule is as under

Sr.No.	MFSCDC Stage	Vendor Stage	Start Date and Time	Expiry Date and Time	Envelopes
1	Publish Tender		08-08-2024	08-08-2024	
2		Tender Download	09-08-2024 at 10.00 am	17-08-2024 up to 10.00 am	Technical Commercial
3		Bid Submission	09-08-2024 at 10.01 am	17-08-2024 up to 15.30	Technical Commercial
4	Technical Bid Opening		17-08-2024 at 15.31	19-08-2024 up to 18.00 hrs	Technical

ONLINE INFORMATION :

As per information technology Act-2000, the Bidders are required to sign the bid data using Class-II / Class-III Digital Certificate. The Bidder may procure the Digital Certificate in the name of the authorized representative of the organization at the earliest. The tender should be prepared and submitted online using individual’s digital signature certificate.

The e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e Tendering such as online procedure for tender document purchase, bid preparation, bid submission

The Bidders are required to download the Tender Forms for the above items online and also submit their Bids for these items ONLY online (except for Earnest Money Deposit, which shall be received manually). Manual Bids for these items shall not be considered in any circumstances.

The various activities required to be executed by the Bidder to submit their online Bids for these items are time and date locked. The Bidders are requested to execute all the activities related to their bids within the prescribed time limits (key dates) for each stage.

If any assistance is required regarding e-Tendering (registration / upload / download) please contact Help Desk Number 0120-4001 002, 4200 262, 4001 005, 6277 787. International bidders are requested to prefix 91 as a country code

MFSCDC terms

Right to reject any or all tenders without assigning any reason is reserved by the Corporation (Film City).

For any tender related query, please contact this Corporation (Film City) on number 022 28408966.

All the item rates have to be filled by the bidding contractor Any tender incomplete, with item rates not quoted will be rejected.

For further information, please visit :www.mahatenders.gov.in

DETAILED TENDER NOTICE

Detailed Tender Notice

QSBS tenders for the following work are invited from the contractors having Experience of Similar Type of Work. And who has the following Qualification / who fulfils Eligibility Criteria and experience requirement as under.

The bidders fulfilling the following criteria are eligible to bid for tender.

1. Bidder should have valid empanelled certificate for Consultancy services with PWD/CPWD in Maharashtra State.
2. Minimum 5 years' experience in engineering consultancy services works in Infrastructure/Institutional projects. (Attach company incorporation documents to substantiate claims).
3. Experience of minimum 1 (one) completed project of the international / global level standard project in India of development of Infrastructure/Institutional project of carpet area equal to or more than 20,000 Sq.mt. (Attach copy of consultancy works purchase order & any other supporting data to substantiate claims)
4. Experience of minimum 1 (one) ongoing/completed project, as a building services engineering Consultants, of development of Infrastructure/Institutional project of cost more than 50.00 Crores. (Attach copy of consultancy works purchase order & any other supporting data to substantiate claims)
5. **The tender shall have an Annual Average Turnover of Rs. 1 Crores minimum in last 3 financial years. Attested copies of ITR, Audited Balance Sheet and Profit and Loss statements for the years 2020-21, 2021-22, 2022-23 should be enclosed.**
6. The bidder must have a full-fledged office in Pune/Mumbai/Navi Mumbai/Thane.
7. The bidder firm (in case of Indian registered bidder firms only) shall have valid PAN/ GST registration numbers
8. It is mandatory for prospective bidders to visit the site and make themselves aware of all the conditions before submitting proposal. Site visit shall be coordinated with Engineer In Charge's authorized representatives and visit details such as time, date and name of personnel visiting site shall be recorded with Engineer In Charge's office. Site visit compliance report shall be uploaded with tender. Failure to do so will result in automatic rejection of bid.
9. No Joint Venture or Consortium allowed for work.

Brief Objective of work:

Maharashtra Film Stage & Cultural Development Corporation Limited is a Govt. of Maharashtra Undertaking located at Dadasaheb Phalke Chitranagri, Goregaon (East), Mumbai - 400065 under Department of Cultural Affairs, Government of Maharashtra. Conceptualized in 1977, one of India's leading-edge film studio complexes, with blockbusters and super-mega-blockbuster films in its dossier, Film City spans over 520 acres of scenic delight.

Maharashtra Film Stage & Cultural Development Corporation Limited wishes to appoint a Fire Safety Project Management Consultant (PMC) with proven expertise and track record for Design and Implementation of state-of-the-art Fire Safety solution and related services. The PMC Fire Safety Expert will also be responsible for obtaining necessary NOC and approval of plans from statutory authorities.

Scope of Work:

Detailed description of the objectives, scope of services, deliverables and other requirements relating to this consultancy includes but not limited to:

1. The approximate total area is 512 Acre.
2. PMC may please note that Fire Fighting system shall be provided to the areas where ever required as per NBC 2016 & inspection note received from Maharashtra Fire Services. Therefore bidders are requested to ascertain the site condition before submission of offer.
3. Design shall be based on the requirement specified in the tender and as per site condition. Hence tenderer shall visit the site before quoting. Therefore it is the responsibility of the contractor who himself shall acquaint with site condition and quote accordingly.
4. Conducting site survey / study for feasibility and gathering all other necessary information's related to fire safety
5. Preparation and submission of DESIGN BASIS REPORT (DBR)
6. Development & Submission of Detailed Engineering Document
7. To design state-of-the-art Fire Safety Solution and Project Management Consultancy for Maharashtra Film Stage & Cultural Development Corporation Limited.
8. To design following systems conforming to NFPA-15 / NBC2016/Local Fire Service Recommendation / TAC / IS.
9. Designing and Installation of NFPA standard state-of-the-art early warning fire and smoke detection system preferably using advanced aspiration technology based detectors which is highly accurate, gives very minimal false alarm and is able to properly detect fire even at incipient stage.
10. Designing and Implementation of NFPA standard, state-of-the-art Clean Agent based fire suppression system to suppress and extinguish any occurrences of fire quickly by flooding the room with Clean Agent gas which is safe both for sensitive electronic devices as well as human being. Clean Agent Gas used should preferably be easily available in India. (Preferably using Clean Agent like NOVEC1230 (FK-5-1-12) : Fluro ketone – CF₃CF₂C(O)CF(CF₃)₂)

11. Designing and Implementation of perfect compartmentalization for server rooms for confining fire in its place and prevent it from spreading/affecting adjoining areas in case of fire.
12. Preparation of Tender documents for proposed System(s).
13. Technical Specification for all major equipment's along with acceptance criteria.
14. Data sheet for equipment(s)
15. Approved vendor list
16. Bill of Materials
17. Preparation of QUALITY ASSURANCE PLAN
18. Preparation of Bar chart indicating activities, target dates and also monitoring/inspecting with respect to various stages of work.
19. Preparation of commissioning norms & acceptance parameters
20. SCHEDULE OF COMMISSIONING & HANDING OVER
21. Evaluation of the received offers technically and attend discussions with the bidders to obtain clarifications / confirmations and thereafter furnishing recommendation
22. Scrutiny of the technical offer from equipment supplier and installer etc.
23. Submission of recommendation with comparative statement of the above work.
24. Monitoring and Inspection of all stages of the implementation of the system(s) for quality once in a fortnight
25. Final inspection along with project authority to witness commissioning and performance run of the system as per COMMISSIONING NORMS, ACCEPTANCE PARAMETERS & OPERATION PHILOSOPHY of the system(s).
26. Coordination with concern execution contractor for getting provisional & final fire NOC.

Standards for reference :

- Fire Safety recommendations from West Bengal Fire Services.
- National Building Code (NBC) of India: Part 4 - FIRE AND LIFE SAFETY.
- International Building Code (IBC). (2012 edition)
- NFPA 101: Life Safety Code (2012 edition) NFPA – 30: Flammable and Combustible Liquids Code
- FIRE PROTECTION MANUAL: TARIFF ADVISORY COMMITTEE (TAC).
- IS: 2189: Code of Practice for Automatic Fire Detection & Alarm System
- NFPA 72: NATIONAL FIRE ALARM CODE
- IS 12456 (2004): Fire Protection of Electronic Data Processing Installation - Code of Practice [CED 36: Fire Safety]
- IS 14435:1997 - Code of practice for fire safety in educational institutions
- NFPA 10 - Standard for Portable Fire Extinguishers
- NFPA 72 - National Fire Alarm and Signalling Code
- NFPA 75 - Standard for the Fire Protection of Information Technology Equipment
- NFPA 76 - Standard for the Fire Protection of Telecommunications Facilities
- NFPA 77 - Recommended Practice on Static Electricity
- NFPA 80 - Standard for Fire Doors and Other Opening Protectives
- NFPA 80A - Recommended Practice for Protection of Buildings from Exterior Fire Exposures
- NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems
- NFPA 92 - Standard for Smoke Control Systems
- NFPA 92A - Standard for Smoke-Control Systems Utilizing Barriers and Pressure Differences
- NFPA 101 - Life Safety Code
- NFPA 105 - Standard for the Installation of Smoke Door Assemblies and Other Opening Protectives
- NFPA 110 - Standard for Emergency and Standby Power Systems
- NFPA 170 - Standard for Fire Safety and Emergency Symbols
- NFPA 221 - Standard for High Challenge Fire Walls, Fire Walls, and Fire Barrier Walls

Instruction to PMCs :

The nature of job is to design of state-of-the-art Fire Safety Solution and Project Management Consultancy during the execution and commissioning as per objectives stated above.

- Selection of PMC will be quality and Cost Based Selection (QCBS) Method, out of firms responding to the Request for Proposal (RFP).
- PMC should familiar themselves with local conditions and take them into account in preparing those bids.
- PMC should bear all costs associate with the preparations and submission of their bids
- In preparing their bids, PMCs are expected to go through the documents comprising the tender documents.
- The technical & financial bid envelopes should be submitted in a separate sealed envelope with the name of the job and "Technical Bid" & "Financial Bid" specifically mentioned on the envelope. Last date of submission is 19/08/2024, 15:00 PM.

Selection of PMCs :

- Selection of PMC will be quality and Cost Based Selection (QCBS) Method, out of firms responding to the Request for Proposal (RFP).
- Final selection by Quality & Cost Based Selection (QCBS) with weightage of 80% to technical score and 20% to financial score.
- Maharashtra Film Stage & Cultural Development Corporation Limited may accept or reject any application.

Conflict of Interest :

1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). An Applicant shall not have any conflict of interest with any Agencies / Vendors / OEMs / Dealers / Distributors / Solution Providers / Professionals whose Products and/or services would be needed in subsequent implementation of the Fire Safety Solution. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Centre shall forfeit and appropriate all Bid Security (if any) as mutually agreed genuine pre-estimated compensation and damages payable to the Centre for, inter alia, the time, cost and effort of the Centre including consideration of such Applicant's Bid, without prejudice to any other right or remedy that may be available to the Centre hereunder or otherwise.
2. The PMC shall not receive any remuneration in connection with the assignment except as provided in the contract. The PMC and its affiliates shall not engage in consulting activities that conflict with the interest of the Client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the "Services" under the ongoing contract. It is the requirement of the consultancy contract that the PMCs should provide professional, objective and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests
3. The Centre requires that the PMC provides professional, objective, and impartial advice and at all times hold the Centre's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
4. The PMC shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Centre.
5. An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if :
 - a. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate or from Agencies/ Vendors/ OEMs/ Dealers/ Distributors/Solution Providers/Professionals whose Products and/or services would be needed in subsequent implementation of the Fire Safety Solution; or
 - b. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's" information about, or to influence the Application of either or each of the other Applicant; or
 - c. there is a conflict among this and other consulting assignments of the Applicant including its personnel and Sub-PMC) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the PMC will depend on the circumstances of each case. While providing consultancy services to the Centre for this particular assignment, the PMC shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - d. a firm/person hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
6. Without limitation on the generality of the foregoing, PMCs shall not be hired, under the circumstances set forth below:
7.
 - i) Conflict between consulting activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
 - ii) Conflict among consulting assignments: Neither PMCs (including their personnel and sub-PMCs) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the PMCs. As an example, PMCs hired to prepare

engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and PMCs assisting a Client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, PMCs hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

- iii) Relationship with Government Ministry / Department's staff: PMCs (including their personnel and sub-PMCs) that have a business or family relationship with such member(s) of the Ministry or Department's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;
- a. the preparation of the TOR of the contract,
 - b. the selection process for such contract, or
 - c. supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of PMC's work.

An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Centre in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Centre in accordance with the rules of the Centre.

Annexure-I: Application Format

1. Name of the Firm :
2. Address :
3. Email :
4. Contact No. :
5. Contact Person :
6. PAN :(Enclose Proof)
7. GST :(Enclose Proof)
8. Bank Details :

Information to Bidders :

Deliverables required from the PMC :

As mentioned in Point 5(a). Scope of Work

Schedule for completing the assignment:

1 month for designing and 06 months for implementation

Information to PMCs

PMCs are invited to submit a Technical Bid & Financial Bid for consulting services.

Short listed empanelled PMCs may note that the costs incurred in the preparation of the Bid and subsequent discussions including a visit to the Client's office or proposed location(s) connected with the assignment, are not reimbursable, and for which the Client is not bound to accept any claim.

Evaluators of technical bids shall not have access to the financial bids until the technical evaluation is concluded. The envelope containing the financial bid is not opened till the technical evaluation is complete. The financial bid of only such bidders will be opened which qualify for the technical bid.

Information or the replies to the questions should be complete in all respects. In case information or the reply is „Nil“ or „Not Applicable“ etc. the same should be invariably mentioned as such.

Bids not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP will be summarily rejected as being nonresponsive, before taking up the appraisal of the technical bid for evaluation of quality

Technical Bid:

1. PMC is expected to examine all terms and instructions included in the Documents furnished with Tender. Failure to provide requisite information may result in rejection of the Bid.
2. While preparing the Technical Bid, the PMC must give particular attention to the following:
 - a. PMC should have requisite expertise while making the offer. In case, the firm considers that it does not have all the expertise for the Assignment, it may obtain such expertise by associating with individual PMC, as appropriate. These associations shall be subject to the approval of the Client. PMC may or may not associate with other PMCs invited on this Assignment.
 - b. The estimated cost of project or work for which the consultancy assignment is sought as well the time to complete the Assignment is stated in "Information to PMCs". Financial bid may be in accordance with this. However, the PMC should note that financial bid shall not be linked to the indicated cost of implementation of the project or work in any way.
 - c. The PMC must have relevant educational qualification and experience.
 - d. The PMC for the job of the Client should be permanently assigned with the entire project till the end of the same.
3. Technical bid should provide the following information, but not limited to, using the attached Standard Formats.
 - i. A brief description of the PMC's organization and an outline of experience on assignments of a similar nature.
 - ii. Details of specific experience / expertise.

- iii. Confirmation on salient technical conditions mentioned in Tender Document.
 - iv. List of current commitments (staff-months) with any of the Units/ Autonomous Institutes/ PSUs
 - v. Details of similar works executed during last seven years, along with Name, Address, Phone no. and email ID of contact persons of the places where those jobs have been executed. vi) Auditor's Report (Statement of Accounts) for the last 3 years.
4. The technical bid shall not include any financial information.
 5. Online payment receipt of Earnest Money Deposit & Tender fee on www.mahatenders.com should be furnished along with Technical Bid.

Financial Bid :

1. In preparing the Financial Bid, PMC is expected to take into account, besides technical requirement, commercial condition specified in the Tender Document. The Financial bid should follow, but not limited to, standard Formats.
2. The Financial Bid should clearly indicate, as separate amount, the taxes, duties, levies and other charges, as prevailing on the date of submission of financial bids, considered under the applicable laws on the Consultancy Assignments.
3. The Financial Bid should consider the mode of payment in INR.
4. The Financial Bid should be unconditional.
5. Taxes / Duties / levies and other charges will be paid as per prevailing rates on the date of arranging payment.

Validity of Applications :

All offers submitted should be valid for 90 days from the Date of opening of the Technical Bid.

Submission, Receipt & Opening Of Bids :

1. The original one copy of the Technical Bid and Financial Bid must be printed in indelible ink. The Bids should not contain any inter-lineation or overwriting except as necessary to correct errors made by the PMCs themselves. Any such correction must be initialed by the person or persons signing the Bids.
2. PMC must sign all pages of the Bids. In case of an authorized representative signs on behalf of the PMC, representative's authorization has to be confirmed by a written power of attorney accompanying the Bids.

Right to reject any or all Bids :

Notwithstanding anything contained in this RFP, the Centre reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice to the generality of this Clause, the Centre reserves the right to reject any Bid if:

1. at any time, a material misrepresentation is made or discovered, or
2. the Applicant does not provide, within the time specified by the Centre, the supplemental information sought by the Centre for evaluation of the Bid.
3. if Key Personal indicated by a firm matches with the Key Personal of another Empanelled firm, Bids of both the firms will be rejected without assigning any reasons thereof.
4. Misrepresentation / improper response by the Applicant may lead to the disqualification of the Applicant.

Bid Evaluation :

A PMC Evaluation Committee will be responsible for evaluation and ranking of Bids received.

A two stage procedure will be adopted in evaluating the Bids:

- a. Technical evaluation, which will be carried out prior to opening any financial Bids; and
- b. Financial evaluation. Each PMC/firm will be ranked using a combined technical and financial score.

Technical Bid Evaluation :

Evaluation Criteria:

Sr. No.	Description	Marks
1.	Organizational set up & man power resource	5
	<i>a) Minimum 5 year's experience</i>	2
	<i>b) Office located in Pune/Mumbai/ Navi Mumbai/Thane</i>	3
2.	Experience / Expertise of the firm related to the Assignment	10
	<i>a) Experience of minimum 1 (one) completed project of the international / global level standard project in India of development of Infrastructure/Institutional project of carpet area equal to or more than 20,000 Sq.mt.</i>	5
	<i>b) Experience of minimum 1 (one) ongoing/completed project, as a building services engineering Consultants, of development of Infrastructure/Institutional project of cost more than 50.00 Crores.</i>	5
3.	The Consultants Submitting RFP will be Further evaluated on the basis of Face- to face Technical Presentation (in Power Point form) followed by question answer round by the selection Committee. The Consultants are expected to briefly present their Proposals focusing on the consultant's experience, Brief Concept Plan showing integration with the proposed plans, Proposed Methodology and work plan in response to TOR, the demonstration of the concept to the selection committee, the Key personnel to be appointed, use of new technology/ concepts/parameters, etc, that will lead to an International standard court building.	40
4.	Qualification and competence of the staff for the assignment as below Key Professional staff for the Assignment / job (Details of qualification and experience requirement of the key personnel is attached separately under "Team Composition". The points awarded in the breakup of this section shall be converted to marks with appropriate ratio of maximum marks to the maximum points).	25
	<i>a) Project Coordinator</i>	5
	<i>b) Senior Electrical Engineer</i>	5

	c) Senior Fire Fighting Engineer	5
	d) Senior Fire Safety Engineer	5
	e) Senior Fire Alarm Systems Engineer	5
5.	Technical Approach & Methodology	5
6.	Detailed Project Scheduling & Planning	5
7.	Previous experience with the Central Govt / State Govt. / PSU (submit work order substantiating the claim)	10
	Total	100

The Technical Bid should score at least 75 points out of 100 to be considered for financial evaluation.

- i) The single currency for price conversion is : Indian Rupees
- ii) The weight given to the Technical Bid is 80%
- iii) The weight given to the Financial bid is 20%

Financial Bid Evaluation :

The Technical quality of the Proposal will be given weightage of 80%, the method of selection of technical qualification will follow the procedure given above.

The Price Proposals of only those Agencies who qualify technically that is who score minimum 75 out of 100 marks will be opened. The Proposal with the lowest cost may be given a financial score of 100 and the other Proposal given financial score that are inversely proportionate to their prices. The financial Proposal shall be allocated weight of 20%.

For working out the combined score, the employer will use the following formula:

$$\text{Total points} = T (w) \times T (s) + F (w) \times \text{LEC} / \text{EC},$$

Where,

T (w) stands for weight of the technical score

T (s) stands for technical score

F (w) stands for weight of the Financial Proposal

EC stands for Evaluated Cost of the Financial Proposal

LEC stands for Lowest Evaluated Cost of the Financial Proposal

The Proposals will be ranked in terms of total marks scored. The Proposal with the highest total marks (H-1) will be considered for award of contract and will be called for negotiations, if required.

Award of Contract :

On award of the contract, the PMC shall commence the Assignment. A coordination procedure shall also established and name of the accredited representative of the PMC who would be responsible for taking instruction from the Client shall be communicated.

Termination of Contract:

The Client may terminate this Contract, by not less than thirty (30) days written notice, termination to the PMC, to be given after the occurrence of any of the event specified in paragraphs (a) through (d) of this clause and sixty (60) days in the case of event referred to in (e) below.

- (a) if the PMC fail to remedy a failure in the performance of their obligation under the Contract within thirty (30) days of receipt after being notified or with such further period as the Client may have subsequently approved in writing.
- (b) if the PMC becomes insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law of benefit.
- (c) if the PMC submits to the Client a statement which has a material effect on rights, obligation or interests of the Client and which the Client and which the PMCs know to false.
- (d) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (e) if, as the result of Force Majeure, the PMC is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

Obligations of the PMC and other Terms & Conditions :

a. Standard of Performance

The PMC shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment machinery, materials and methods. The PMC shall always act, in respect of any matter relating to this Contract to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the client legitimate interests in any dealings.

b. PMC's Action requiring Client's prior Approval

The PMC shall obtain the Client's prior approval in writing before taking any of the following action appointing such members of the Personnel merely by title but not by name entering into subcontract for the performance of any part of the Services, it being understood.

- i. that the selection of the sub-PMC and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and
- ii. that the PMC shall remain fully liable for the performance of the Services by the sub-PMC and its personnel pursuant to the Contract;

- iii. that the Client shall have access to the premises of the sub-PMC to the extent necessary to coordinate the Services performed by the sub-PMC.

c. Documents prepared by the PMC to be the property of the Client

All plans, drawings, specifications designs, reports and other documents prepared by the PMC in performing the Services shall become and remain the property of the Client, and the PMC shall, not later than upon termination or expiration of the Contract, deliver all such documents to the Client, together with detailed inventory thereof. Client reserves the right of repetitive use of these designs, drawings, specification etc. without any financial obligation to the PMC.

The PMC shall also return, along with detailed inventory thereof, all plans, drawings, specification, reports etc. made available by the Client for performing the Services, upon termination or expiration of the Contract.

Copyrights and all proprietary rights of all design, drawings, specifications, software, programme, reports, formats, manuals, documents etc. develop and prepared by the PMC for this assignment shall vest with the Client and shall not use these for any other purpose/ assignment without the written permission of the Client. Any deviation to this effect will be dealt with in accordance with law.

Defect Liability

- a. Should any defect or inadequacy occur in the work carried out or the service performed by the PMC prior to the date of final acceptance of the work by the Client, the PMC shall be under a legal obligation to perform, at his own initiatives and free of cost without any additional liability to the Client, all such services as shall be deemed necessary to remedy such defects or inadequacy. The decision of the Engineer-in-charge regarding 'defect or inadequacy' in the work so carried out and service rendered shall be final and binding.
- b. In case, despite the specific request by the Client to the PMC to rectify or remedy the defect or inadequacy so pointed out and brought to the notice of the PMC, the PMC fails and neglects to rectify the same, within the time frame given by the Client for such rectification then the Client shall be within its right to correct such defects of the inadequacy(s) rectified from a third agency at the costs and risks of the PMC. It shall be within the right of the Client to adjust/ recover such additional costs, so incurred by the Client from the payments due and payable to the PMC.

Defect Liability Period of the PMC shall be 1 year.

Mode of Billing & Payment :

Billing and Payments in respect of the Services shall be made as follows:

The Payment to the PMC is 4% of Tender value will be made periodically in following manner as per schedule of payment agreed upon of

- i. 5% (five percent) of the consultancy fee shall be released after award of PMC work and after receipt of performance bank guarantee from the PMC in accordance with Clause no. 6 of this document.
- ii. 20% (twenty percent) of the consultancy fee shall be released upon securing technical sanction from client and preparation of Draft Tender Document (DTP).
- iii. 20% (twenty percent) of the consultancy fee shall be released after award of contract to the executing agency.

- iv. 30% (thirty percent) of the consultancy fee shall be released pro rata linked with the payment made to the various contractors on monthly/ quarterly basis.
- v. Balance 25% (twenty five percent) of the consultancy fee shall be released after completion of post completion of the services as mentioned.

The final payment under this Contract shall be made only after the final report and a final statement identified as such, shall have been submitted by the PMC and approved as satisfactory by the Engineer-in-charge. The services shall be deemed completed and finally accepted by the Engineer-in-charge and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) days after receipt of the final report and final statement by the Client unless the Client, within such ninety day period, gives written notice to the PMC specifying in detail deficiencies in the Services, the final report or final statement. The PMC shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provision of this Contract shall be reimbursed by the PMC to the Client within thirty days after receipt by the PMC of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

Abandonment of Work :

In case, the work is abandoned by the PMC, without good and sufficient justifications and consequent loss suffered by the Client in getting the left out job completed from other agency, the PMC shall be liable to compensate the Client adequately by paying the difference(s) in the amount of the actual Contract value awarded to the new PMC for completing the left out balance work and the amount which would have been paid to the PMC had the PMC not abandoned the work.

Responsibility for Data & Design :

The final responsibility for the correctness, adequacy and accuracy of the design, drawings, technical specifications, tenders documents, purchase specifications, installation instructions and commissioning steps etc. furnished by the PMC, shall lie with the PMC. Moreover PMC should certify about the effectiveness of the entire system with all utilities, Services, Fire Fighting arrangements, etc.

The PMC shall ensure that all designs and services rendered by him, under this agreement, are in compliance with existing statutory regulations of bodies such as Electrical, Inspector as well as any other safety Authority. Inter –institutional coordination in the design & development of codes/ software etc. shall also be the responsibility of the PMC.

Liability of the PMC :

Except in case of gross negligence or wilful misconduct on the part of the PMC or on the part of any person or firm acting on behalf of the PMC in carrying out the Services, the liability of the PMC for all guarantees & warranties shall be limited to 100 percent of the Contract Price.

This limitation of liability shall not affect the PMC's liability, if any, for damage to Third Parties caused by the PMC or any person or firm acting on behalf of the PMC in carrying out the Services.

In case of gross negligence or wilful misconduct on the part of the PMC or on the part of any person or firm acting on behalf of the PMC in carrying out the services, the liability of the PMC shall be 100% of the contract value for defects in the deliverables / deficiencies in the Services.

Project Organisation :

The PMC shall ensure that at all times during the PMC's performance of the Services a well defined project set up exists at his end. This set up only will interact with the Client's personnel in providing the Services.

Access to Site :

The Client warrants that PMC shall have, free of charge, unimpeded access to the site in respect of which access is required for the performance of the Services. The PMC will be responsible for any damage to such Sites or any property thereon resulting from such access and will indemnify the Client in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Client or their personnel.

Arbitration Clause :

All disputes or differences of any kind whatsoever (except for excepted matters vide clause no. (I) Excepted Matters) which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organisation for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate is name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Competent Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select any one of the persons names and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The work under the Contract shall, however, continue during the arbitration proceedings and no payment due to payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees, if any of the Arbitrators shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration

TECHNICAL BID SUBMISSION FORM:

(On letterhead of Bidder)

To,

Sir/Madam,

Sub : Name of Work : Appointment of Project Management Consultant for Fire Safety Work at Maharashtra Film Stage & Cultural Development Corporation Limited, Goregaon East, Mumbai

We, the undersigned, offer to provide the consulting services for the above Project in accordance with your Letter Inviting Offer (Reference & date) and our Bid submitted online on www.mahatenders.com. We are hereby submitting our Bid which includes this Technical Bid, and a Financial Bid sealed under a separate envelop.

We understand you are not bound to accept any bid you receive.

We remain,

Yours faithfully,

Signature _____

(Authorized Representative)

Full Name _____

Designation _____

Address _____

Note :

- i) In case of proprietary firm, the Bids shall be signed by the Proprietor above his full typewritten name and the full name of his firm with his current address.
- ii) In case of partnership firm, the Bids shall be signed by all the partners of the firm above their full typewritten name and current address or alternatively by a partner holding power of attorney for the firm in which case a certified copy of partnership deed and current address of all the partners of the firms shall also accompany.
- iii) In case of a limited company or a PSU or a corporation, a duly authorized person holding power of attorney shall sign the Bids

FORM NO I

Name of Contractor

WORK IN HAND

Sr No	Name of the Work	Name and Address of Client	Tendered Amount	Date Commencement of	Stipulated Date of Completion	Value of Work already done (Rs in lakhs)	Value of Balance Work (Rs in lakhs)	Probable date of Completion	Remarks
1	2	3	4	5	6	7	8	9	10

WORK TENDERED FOR

Sr No	Name of the Work	Name and Address of Client	Tendered Amount	Time Limit	Probable date when result is expected	Other relevant details if any

FORM NO II

List of Plant and Machinery immediately available with the Tenderer for the work.....

Sr No	Name of equipment	No.of Units	Kind & Make	Capacity	Age & Condition	Present Location	Remarks

FORM NO III

DETAILS OF SIMILAR WORK CARRIED OUT BY
CONTRACTOR

Sr. No	Name of Work	Name & Address of the organisation for whom work was done	Place & Country	Date of Commencement	Tendered cost	Total Cost Work done	Date of Completion	Principal features

FORM NO .-IV

Details of Technical Personnel available with the Contractor

Sr. No	Name of Person	Designation	Qualifications	Whether working in field or Office	Experience of working in similar job	Period for which person is working with tenderer	Remarks

Sign. & Stamp of Bidder

TEAM COMPOSITION

Key Professional Staff: Minimum Qualification and Experience Requirement

Sr. No.	Designation	Nos.	Educational Qualifications	Essential Experience	
				Total	In Similar Capacity
1	Project Coordinator	1	B.E (Mech) / B.E. (Civil) / B. Arch	15 Years	5 years as Project Coordinator
2	Senior Electrical Engineer	1	B.E. (Electrical)	10 Years	5 years as Senior Electrical Engineer
3	Fire Fighting Engineer	1	B.E. (Mech) / B.E. (Civil) / B.E. (Plumbing)	10 Years	5 years as Senior Fire Fighting Engineer
4	Fire Safety Engineer	1	B.E. (Civil) / B.E. (Mech) / B.Sc. or equivalent accreditation	10 Years	5 years as Fire Safety Engineer
5	Fire Alarm Engineer (ELV)	1	B.E. (Computer Engineer) / B.E. (Electronics) / B.E. (Electrical)	10 Years	5 years as Fire Alarm Engineer

Please furnish following documents as proof with each CV

- a) PAN card of employee for age proof
- b) Relevant degree certificates

SITE VISIT COMPLIANCE REPORT

(To be enclosed along with bid document)

1. Tender Number/ID:-
2. Bidder Details (Name of Company, Organization, etc):-
3. Bidder Representative- Name & Designation:-
4. (Along with Company ID/any such proof & Authority letter)
5. Name & Designation of MFSCDC Representative:-
6. Date of Site Visit: -

Incompliance to above referred Tender Enquiry and Special Terms & Conditions, regarding site visit, It is mandatory for bidders to visit site before the tender submission date and understand the requirements before quoting.

Accordingly, the site visit has been carried out, I hereby acknowledge that,

- i) I have understood the site conditions
- ii) I have understood the functionalities expected by MFSCDC
- iii) I have understood the scope of the project
- iv) I have attached geo-tagged photos of the site with this report.

Bidder Representative

MFSCDC Representative

Name :

Name :

Sign :

Sign :

Date :

Date :