

Request for Qualification cum Request for
Proposal (RFQ cum RFP)

for

**Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of
MSEDCL passing through the plot allotted to M/s JSW Mobility
Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh.
Sambhaji Nagar, Maharashtra.**

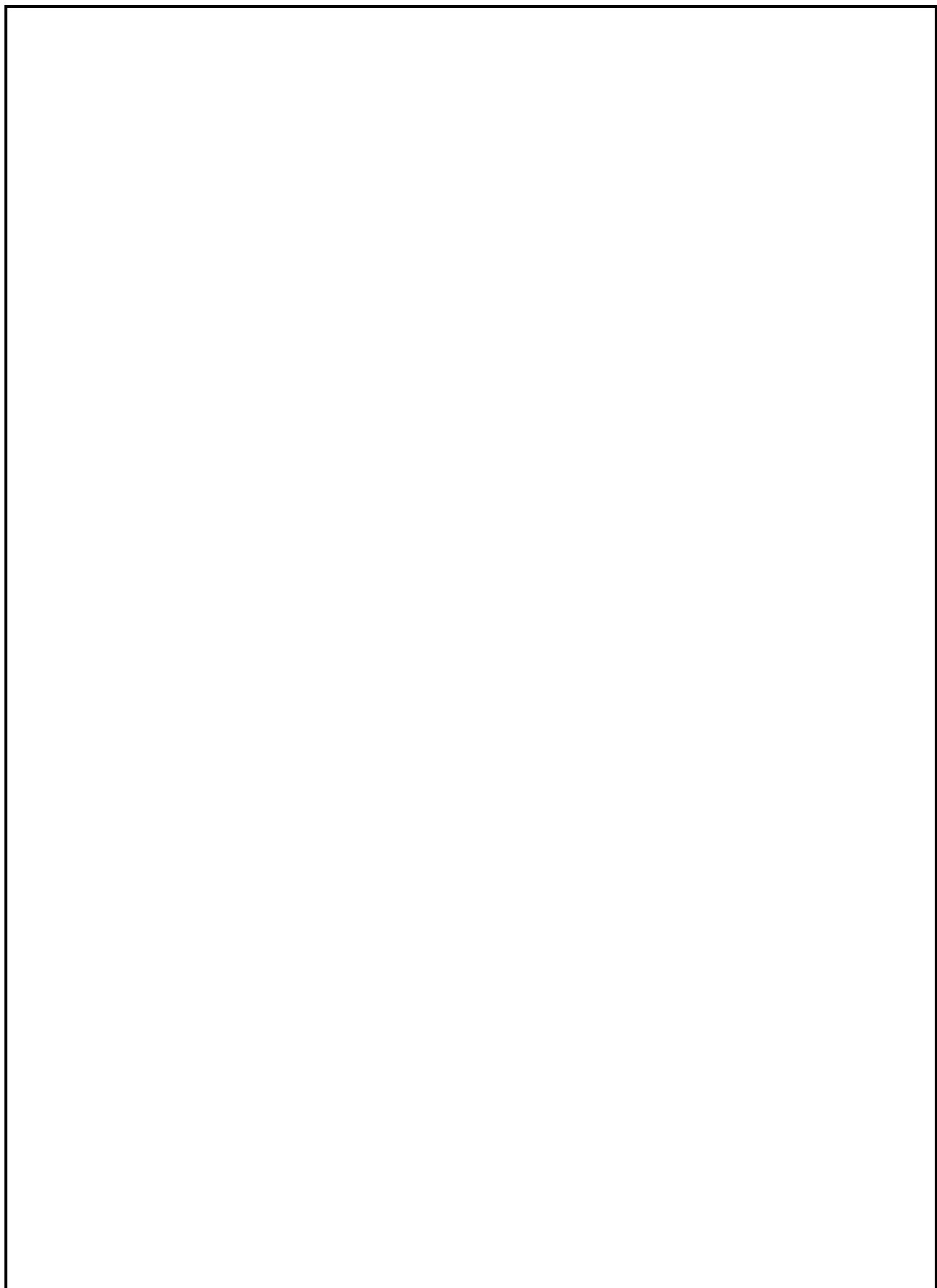
VOLUME 1

PART 1 INSTRUCTION TO BIDDERS (ITB)

July 2025

Managing Director

Maharashtra Industrial Township Limited
Udyog Sarathi, MIDC Office, Marol Industrial Area,
Andheri (East), Mumbai, Maharashtra State, India – 400093



Maharashtra Industrial Township Limited (Formerly Known as AITL)

Notice Inviting RFQ cum RFP

Dated: 11-07-2025

“Maharashtra Industrial Township Limited (MITL) (Formerly Known as Maharashtra Industrial Township Limited (AITL)” is a special purpose vehicle formed with the equity participation of Central and State Government for procurement and construction of trunk infrastructure in Shendra-Bidkin Industrial Area (SBIA) near Aurangabad in Maharashtra.

The Maharashtra Industrial Township Limited (MITL) represented by Managing Director, invites bids from eligible contractors for the following project in the prescribed bid forms and proforma enclosed herewith through the e-Procurement site, for the Scope of Work described in the Bidding Documents. The details of the tender are given below: -

1.	Tender No.	MITL/SBIA/2025-26/T-04
2.	Name of Work	Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.
3.	Location	AURIC - Bidkin Industrial Area, Ch. Sambhaji Nagar, Maharashtra
4.	Estimated Cost of Tender	Rs. 47.00 Lakhs (Incl.GST)
5.	Tender Fee	Rs. 35400/- (Rupees Thirty-Five Thousand Four Hundred only) i.e. Tender fee Rs. 30000/- plus 18% GST
6.	Bid Security	Rs. 23,500/- Twenty-Three Thousand Five Hundred Only)
7.	Construction Period	One Hundred and Twenty (120) days from the date of issue of LOA.
8.	Defect Liability Period (DLP)	5 Years (five Years) for major items and 1 year (One year) for minor items (Annexure X, Volume 1, Part 5) supplied by the contractor, from the date of commissioning.
9.	Address for Correspondence	Managing Director, Maharashtra Industrial Township Limited Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East) Mumbai, Maharashtra State, India – 400093
10.	Details for Downloading Tender Document	The complete RFQ cum RFP document can be viewed/downloaded from website of https://aitl.eproc.in , www.auric.city from 11-07-2025 to 25.07.2025 (up to 1500 hrs. IST)

11.	Submission of Bid	Bid must be submitted online only at (https://aitl.eproc.in) on or before up to 25.07.2025 (at 1500 hours IST).
12.	Email address for Pre-Bid Queries	Mr. Rahul Borikar DGM (Electrical) E- Mail- dgmelecpra@auric.city Ph-9324349517
13.	Email Address for site visit	Mr. Abdul Ansari (Executive Engineer Electrical) E- Mail- Ansari.abdul@auric.city Mobile Number – 9922141999

DISCLAIMER

This RFQ cum RFP is not an Agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The information contained in this Request for Qualification cum Request for Proposal document (the "RFQ cum RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Employer or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cum RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFQ cum RFP. This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by The Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFQ cum RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Preliminary Design details/ information, may not be complete, accurate, adequate or correct. Each Bidder 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 RFQ cum RFP and obtain independent advice from appropriate sources.

Information provided in this RFQ cum RFP to the Bidder(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 Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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

The Employer 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 RFQ cum RFP. The issue of this RFQ cum RFP does not imply that the Employer is bound to select a Bidder or Contractor, as the case may be, for the Project and The Employer reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with

any demonstrations or presentations which may be required by The Employer or any other costs incurred in connection with or relating to its BID. All such costs and expenses shall remain with the Bidder and The Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

Nothing in this RFQ cum RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of Employer or to any other person in apposition to influence the decision of the Employer for showing any favour in relation to this RFQ cum RFP or any other contract, shall render the Bidder to such liability/penalty as the Employer may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

Laws of the Republic of India are applicable to this RFQ cum RFP.

Each Bidder's procurement of this RFQ cum RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFQ cum RFP, the recipient agrees that this RFQ cum RFP and any information herewith supersedes documents(s) or earlier information, if any, in relation to the subject matter hereto.

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1. INTRODUCTION

1.1 Project Information

1.1.1 Background

The Government of India is developing the Delhi Mumbai Industrial Corridor (DMIC) Project, as a global manufacturing and investment destination by utilising the high capacity 1,504 km long Western Dedicated Freight Corridor (WDFC) as the backbone. The DMIC project is being implemented jointly by the Government of India and the respective State Governments. Investment Regions/Industrial Areas have been identified for development, across six states namely Gujarat, Haryana, Madhya Pradesh, Maharashtra, Rajasthan and Uttar Pradesh.

A node/city level SPV has been formed as a joint venture between Government of India (GoI) and Government of Maharashtra (GoM) under the name "Maharashtra Industrial Township Limited (MITL)". The share of GOI through NICDIT Trust is 49% and the remaining 51% is held by GoM through Maharashtra Industrial Development Corporation (MIDC). MIDC has notified 101 sq km of area for industrial development under SBIA.

Maharashtra Industrial Township allotted plot no.1 admeasuring 550 acres approximately in Sector – 22 of Auric Bidkin Industrial Area to M/s JSW Green Mobility Ltd. To clear-off the all-electrical overhead lines (HT/LT) located in allotted plot of M/s JSW, it is necessary to shifting 11KV HT overhead line from Bidkin Industrial Feeder (0.42KM), shifting of 11KV Nilajgaon Gaothan (0.42KM), shifting of 11KV Lakhegaon AG feeder (4 KM) and dismantling of Nilajgaon Gaothan, Lakhegaon AG and 5 Nos. pf DTCs

The Scope and brief particulars of the Project are as follows:

- I. Supply, Installation, Testing & Commissioning of 0.42 KM, 11 KV Single circuit Pin type with 55 Sq.mm AAAC lines on 100 x 116 mm, 9-meter RSJ Poles for shifting of Bidkin Industrial Feeder.
- II. Supply, Installation, Testing & Commissioning of 0.42 KM, 11 KV Single circuit Pin type with 55 Sq.mm AAAC lines on 100 x 116 mm, 9-meter RSJ Poles for shifting of Nilajgaon Gaothan Feeder.
- III. Supply, Installation, Testing & Commissioning of 4 KM, 11 KV Single circuit Pin type with 55 Sq.mm AAAC lines on 100 x 116 mm, 9-meter RSJ Poles for shifting of Lakhegaon AG Feeder.
- IV. Dismantling of 11KV Nilajgaon Gaothan & 11 KV Lakhegaon AG Feeder, LT Line & DTC

V. Setting Out:

The Contractor shall be responsible for the accurate setting-out of the Works in relation to original site coordinates, lines and levels of reference. Detailed site survey and site visit is expected to be carried out by prospective bidder before bidding

The checking of any setting-out or of any line or level by the Engineer – in – charge shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and Contractor shall carefully protect and preserve all bench-marks, sight- rails, pegs and other items used in setting-out the Works. The Contractor shall give to the Engineer – in

– charge not less than 48 hours’ notice of his intention to set out or give levels for any part of the Work so that timely arrangement may be made for checking and issuing instructions. Any issues related to RoW if arise shall be handled by the contractor.

VI. Specifications

All materials used shall be of high grade, free from defects and imperfection, recent manufacture and unused. The materials shall conform to the relevant standard specifications accepted and approved. The material should be inspected with due approval by MITL authority. Test reports of the major item like 11 KV/LT cable/LT Line/DTC and their accessories, etc. shall be submitted at the time of transporting the material to the work site.

The material to be used should be of the make approved by the MITL/MSEDCL and the method of construction should be as per the standard method of construction approved by MITL/MSEDCL & adhering to relevant Acts & rules in force. All relevant specifications of required materials and drawings shall be made available to MITL. All material should be approved and inspected / tested by MITL.

VII. Co-ordination:

The contractor shall be responsible for the payment of supervision fees if any to be paid to Government authorities, the same amount shall be reimbursed in the bills with submission of valid receipt. All the approval’s required from MSEDCL pertaining to the said works shall be taken by the contractor. Post completion of works till the commencement of electrical distribution business by MITL, the handing over of the assets on behalf of MITL to MSEDCL is the responsibility of the contractor.

VIII. Defect Liability:

Defect liability period of all major materials shall be 5 Years (five years) and 1 Year (One Year) for minor materials (Annexure X, volume 1, Part V), supplied and commissioned by the contractor, after their commissioning date.

1.2 Brief description of Bidding Process

- 1.2.1 The Employer has adopted a **single stage two-part process** (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under two parts viz. Technical Bid and Financial Bid.
- 1.2.2 The Bidder has to compile and submit his Bid in accordance to requirements detailed in Clause 5 [Submission of Bids] of ITB
- 1.2.3 Eligibility and qualification of the Bidder will be first examined based on the details submitted under First Part i.e. Technical Bid with respect to eligibility and qualifications criteria prescribed in this RFQ cum RFP.
- 1.2.4 Prior to making an Application, the Bidder shall pay Tender Fee to the Employer as indicated in the clause 4.5 [Bid Validity] of the ITB. The Financial Bid under the second part shall be

opened only for only the Bidders who's Technical Bids are found to be responsive to the eligibility and qualifications requirements as per this RFQ cum RFP.

- 1.2.5 In the Bid Stage, the aforesaid qualified Bidders, including their successors (the "Bidders"), are being called upon to submit their financial offers (the "BIDs") in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of 180 days from the Bid Due Date.
- 1.2.6 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the Contract including implementation of the Project.
- 1.2.7 The Bidders can visit site, raise pre-bid queries and attend pre-bid meeting prior to Bid submission.

1.3 Schedule of Bidding Process

The Employer shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
i.	Date of availability of RFQ cum RFP	11 th July 2025
ii.	Last date for receiving queries	15 th July 2025
iii.	Pre-Bid meeting (If any bidder intends to attend online pre-bid meeting through MS team platform, the prospective bidder shall request through email for acceptance of his online attendance via MS team)	16 th July 2025
iv.	The Employer response to queries	18 th July 2025
v.	Bid Due Date (BDD)	25 th July 2025@ 1500 Hrs
vi.	Physical submission of bid security/ POA/etc	25 th July 2025@ 1500 Hrs
vii.	Opening of Technical Bids	25 th July 2025 @ 1600 Hrs
viii.	Declaration of eligible/ qualified bidder	28 th July 2025 (Tentatively)
ix.	Opening of Financial Bid	28 th July 2025 (Tentatively)
x.	Letter of Award (LOA)	30 th July 2025 (Tentatively)
xi.	Validity of BID	180 th days from Bid Due Date
xii.	Signing of Contract	Within 15 days from LOA

1.4 Pre-bid Meeting and Pre-bid Clarifications

- 1.4.1 Pre-Bid meeting of the Bidders shall be convened at the designated date, time and place, as indicated in the Contract Data Sheet. A maximum of two representatives of each Bidder shall be allowed to participate on production of the Employer letter from the Bidder.
- 1.4.2 The Bidder or its official representative can attend pre-bid meeting, which will take place at the venue indicated in Contract Data Sheet.
- 1.4.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and thus the Bidders will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.
- 1.4.4 The Bidder is requested to submit any questions or queries by email, to the address provided in Volume 1 Part 2" Contract Data Sheet" (Sr.no 21). The questions or queries should reach the Employer not later than date specified before the date of pre-bid meeting.
- 1.4.5 The envelopes/communication shall clearly bear the following identification/Title:
"Queries/Request for Additional Information: Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.
- 1.4.6 Minutes of the meeting, including the text of the questions raised and the responses given, will be shall be uploaded on to the eProcurement portal including a description of the inquiry but without identifying its source. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Corrigendum and not through the minutes of the pre-bid meeting.
- 1.4.7 Bidders are advised to attend the pre-bid meeting. However, non-attendance at the pre-bid meeting will not be a cause for dis-qualification of a Bidder. Bidders who do not attend the pre-bid meeting assume the responsibility to comply with modifications to the Bidding documents and which are communicated through Corrigendum.

1.5 Site Visit

- 1.5.1 The Bidder is advised to visit and examine the Project site and its surroundings and obtain for itself on its own responsibility all the information like site conditions, traffic, location, surroundings, potential developments during the construction period of the project, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them that may be necessary for preparing the bid and entering into a contract for construction of the works. The costs of visiting the proposed site shall be at the bidder's own expense. Bidder can contact Employers personnel stated in Volume 1 Part 2" Contract Data Sheet" (Sr.no 22) for conducting their site visit.
- 1.5.2 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the

express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

1.5.3 The Employer may conduct a Site Visit concurrently with the Pre-Bid Meeting.

1.6 **Corrupt or Fraudulent Practices**

1.6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Employer may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or the Contractor, as the case may be, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Employer shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and/ or the Agreement, or otherwise.

1.6.2 Without prejudice to the rights of the Employer under Clause 1.6.1 hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Employer 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 Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Employer

1.6.3 The following terms shall have the meaning hereinafter respectively assigned to them:

“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 Employer who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the 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 Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
- ii. save and except as permitted under Clause 2.2.1 of this RFQ cum RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement,

who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;

“Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

“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;

“Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Employer 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;

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

2. GENERAL

2.1 Scope of Bid

- 2.1.1 Maharashtra Industrial Township Limited (MITL), (the "Employer") invites Bids for Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.

The successful Bidder is expected to complete the Works, including Supply, installation, Testing and Commissioning within 120 days after award of work as detailed stated in the clause 1.1.1 by the intended completion date specified in the Contract Data Sheet.

2.2 Eligible Bidders

- 2.2.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

1. **Consortium agreement/ Joint Venture is not permitted in this tender.**
2. A Bidder may be a company incorporated under the Indian Companies Act, 1956/2013 or should be a legal entity registered in India with appropriate statutory authority as required under the law.
3. A Bidder firm shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.
4. The Bidder firm shall be profit (net) making firm and shall have made profit at least in consecutive last three financial years (FY 2021-22 to 2023-24) prior to submitting the Bid. The Bidder should submit attested copies of auditor's report and audited financial statements. (Balance sheet, Profit & Loss accounts, note to accounts etc.)

- 2.2.2 The Bidder **shall not** be falling under any one of the following criteria:

- A constituent of one Bidder is also a constituent of another Bidder
- Bidder has the same legal representative for purposes of this Bid as any other Bidder
- Bidder has a relationship with another Bidder 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 Bid of either or each other;
- Such Bidder or any of its member thereof has participated as a consultant to the Employer in the preparation of any documents, Design or Technical specifications of the Project.

- 2.2.3 A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Employer in relation to the Project is engaged by the Bidder, or any of its Members, as the case may be, in any manner for matters related to or incidental to the Project. This disqualification shall not apply where such adviser was engaged by the Bidder, its Member in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ cum RFP.

- 2.2.4 Without prejudice to the satisfaction of the above requirements and any other prerequisites as per the terms of this RFP by the Bidder, a Bid may still be disqualified if it has, in the sole and exclusive opinion of the Employer:

1. Made any misleading or false representation or deliberately suppressed the information in the

technical schedules/enclosures required to be submitted with /in support/as a clarification with respect to its Bid; and/or

2. Has been black-listed/debarred by any government/semi-government department/ public sector company in India (certificate from statutory auditor) in any other foreign country; and/or
3. All the directors in the company should also have not been a part of any other company which is been black listed/ debarred or pulled up for any offence
4. Has a record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses; and/or
5. Engaged in Fraud & Corrupt practices as mentioned under this RFQ cum RFP

2.2.5 Each Bidder shall provide a statement that it complies with Clause 2.3 in all respects and provide such further evidence of their eligibility satisfactory to the Employer as the Employer shall reasonably request.

2.3 **Qualification of the Bidder**

2.3.1 All bidders shall include the following information and documents with their Bids in duly completed Tender Forms in the order specified in Clause 5.1 [Sealing and Marking of Bids].

- Document defining the constitution or legal statutes, place of registration and principal place of business
- Written power of attorney of the signatory of the Bid to commit the Bidder
- Reports on the financial standing of the Bidder, such as attested copies of auditor's report & audited financial statements for the last Three financial years (FY 2021-22 to 2023-24). (Balance sheet, Profit & Loss accounts, Notes to the accounts etc.)
- Evidence of adequacy of working capital for this contract (access to line of credit and availability of other financial resources);
- Information regarding any litigation, or arbitration resulting from contracts executed by the Bidder in the last 3 years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation and matter in dispute
- Experience in works of a similar nature and details of work carried out during the qualifying period
- The credentials to meet following Qualification Criteria clause from the Client/Employer. No self - certification will be accepted.

2.3.2 **Joint venture/consortium:**

Consortium agreement/ joint venture is not permitted in this tender.

2.3.3 To be eligible for pre-qualification and evaluation of the bid, an Applicant shall fulfil the following conditions of eligibility:

In this the 'Similar Works' or 'Similar Project' will mean SITC (Supply, Installation, Testing, and Commissioning of 11KV KT & LT Overhead Line) during the last Three (3) years ending last day of month previous to the one in which applications are invited.

The Bidder should have successfully handed over the project to the Client after successful completion, testing & commissioning.

1. Financial Capacity:**i. Minimum Value of Work Completed:**

The applicant should have:

- a) One Similar completed work costing not less than Rs.38 Lakhs
Or
- b) Two similar completed works costing not less than Rs. 24 Lakhs
Or
- c) Three similar completed works costing not less than Rs.19 Lakhs

Definition of 'similar work' has been already clearly defined.

The work orders of only Central/State Government department or Central/State Autonomous Body (or) Central/State Public Sector, including all Power Distribution licensees, SEZ and Distribution Franchisees shall be considered.

- ii. Bidder should furnish information as required in ITB Vol 1, Part 5, ANNEXURE V: FINANCIAL CAPACITY - MINIMUM PROJECT VALUE to demonstrate compliance with the criteria of having executed and commissioned similar project as defined above.
- iii. **Minimum Annual Financial Turnover:** The bidder shall have achieved a minimum annual financial turnover of **Rs. 47 Lakhs (Rupees Forty-Seven Lakh only), from the electrical Distribution business**, during **last Three financial years** preceding the date of submission of bid. Bidder should furnish Three financial years (FY 2021-22 to 2023-24) information as required in ITB Vol 1, Part 5, ANNEXURE III FINANCIAL CAPACITY QUALIFICATION INFORMATION – ANNUAL TURNOVER
- iv. **Net Worth:** The Bidder shall have positive Net Worth in last Three financial years (FY 2021-22 to 2023-2024). Bidder should furnish information as required in ITB Vol 1, Part 5, ANNEXURE III FINANCIAL CAPACITY QUALIFICATION INFORMATION – ANNUAL TURNOVER
- v. **Liquid Assets / Credit Facilities/Solvency certificate:** The bidder shall have Liquid Assets / Credit Facilities/ Solvency of not less than **Rs. 15 Lakhs (Rupees 15 Lakhs only)** as on the date of submission of the bid. Bidder should furnish information as required in ITB Vol 1, Part 5, ANNEXURE IV BANK CERTIFICATE FOR ACCESS TO LINES OF CREDIT.
- vi. IT (Income Tax Return) Clearance/ Paid of Last 3 Years. Attested copies of IT returns for last three financial years (AY 2022-23, AY 2023-24, AY 2024-25) shall be submitted.
- vii. The Bidder should be financially sound and should not have applied for Corporate Debt Restructuring (CDR) during last 3 Financial Years

2. Technical Capacity - Project Works:

- i. The bidder should have at least 3 years' experience as a prime contractor in the electrical works of a similar nature and complexity to that required under this contract.
- ii. The Bidder must demonstrate successful completion of SITC (Supply, Installation, Testing, and Commissioning of 11KV KT & LT Overhead Line) of HT & LT overhead line during last Three (3) years.
The above-mentioned activities should have been Successfully completed during last

Three (3) years ending last day of month previous to the one in which applications are invited.

Bidder should furnish the information as required in ITB Vol 1, Part 5, ANNEXURE VI TECHNICAL CAPACITY – PROJECT QUALIFICATION INFORMATION

- iii. The Bidder must have adequate engineering capacity and staff on their Payroll with relevant expertise and experience in the Construction of similar Projects. Bidder should furnish information as required in ITB Vol 1, Part 5, ANNEXURE IX – ENGINEERING AND CONSTRUCTION CAPACITY.
- iv. The Bidder must have adequate Plant Machinery and Equipment pertaining to civil construction either owned or leased. Bidder should furnish information as required in ITB Vol 1, Part 5, ANNEXURE IX – ENGINEERING AND CONSTRUCTION CAPACITY. The bidder should dedicate exclusively all the machinery & equipment required for this project at any point of time

2.3.4 Bidders shall submit satisfactory performance certificates in support of each quoted reference along with the copy of work/purchase order with the completion certificate. The certificate should be signed by an officer not below the rank of Divisional Engineer/Executive Engineer/head of Department in case of municipal/government client or the rank of General Manager in case of public sector. The certificate should include the details of Name, location and brief scope of project, technology provided, Project value, flow details.

2.3.5 Ongoing projects or the projects which are yet to be commissioned shall not be considered for evaluation.

2.4 **One Bid per Bidder**

Each bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will be disqualified. No firm can be a subcontractor while submitting a Bid individually in the same Bidding process. A firm, if acting in the capacity of a subcontractor in any Bid, may participate in more than one Bid in that capacity.

2.5 **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

3. BIDDING DOCUMENTS

3.1 Content of Bidding Documents

Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid will be disqualified. No firm can be a subcontractor while submitting a Bid individually in the same Bidding process.

3.1.1 This RFQ cum RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with clause 3.2.

- Invitation for Bids
- Instructions to Bidders and Conditions of Contract

3.1.2 The Draft Contract Agreement provided by the Employer as part of the Bid Document shall be deemed to be part of this RFQ cum RFP.

3.1.3 The Bidder is expected to carefully examine the contents of the Bidding documents. Failure to comply with the requirements of Bid submission will be at the Bidder's own risk. The Bids which are not substantially responsive to the requirements of the Bidding documents will be rejected.

3.1.4 Bidders are informed that the site investigation information which may be provided is only for Bidder's information and the Employer does not warrant either its accuracy or sufficiency. The Bidder is responsible to inspect and examine the site, its surroundings and other available information and data, and to have satisfied himself, so far as practicable, before submitting the bid as to the form and nature of the site, the hydrological and climatic conditions, the extent and nature of works, the means of access to the site and the accommodation he may require, and all other risks, contingencies and circumstances which may influence or affect the Bid. Bidders are also advised to carry out any additional survey or investigations that may deem to be appropriate or necessary before submitting the Bid.

3.1.5 The terms Bid and Tender and their derivatives (Bidder/Tenderer, Bid/Tender, Bidding/Tendering, etc) throughout these Bidding documents are synonymous and day means calendar day. Singular also means plural.

3.2 Clarification of Bidding Documents

3.2.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Employer in writing or e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3 also stated in Part 1 Vol 2 "Contract data sheet" (Sr. No 21). The Employer shall endeavour to respond to the queries within the period specified therein, but no later than 5 (five) day prior to the **Bid Due Date**. The responses will be sent by e-mail. The Employer will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

3.2.2 The Employer shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification which is not in relevance to the Bid, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.

3.2.3 The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Employer or its employees or representatives shall not in any way or manner be binding on the Employer.

3.3 **Amendment of Bidding Documents**

3.3.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by issuing addenda.

3.3.2 Any corrigendum thus issued shall be part of the Bidding documents pursuant to clause 3.2.3 and shall be communicated in writing or by email to all Bidders. Prospective Bidders shall acknowledge receipt of each corrigendum by email to the Employer within one working day of receipt. Even though the same is not acknowledged within the specified time it shall be deemed that the corrigendum is received by the Bidder.

3.3.3 In order to afford the Bidders a reasonable time for taking a Corrigendum into account, or for any other reason, the Employer may, in its sole discretion, extend the Bid Due Date.

4. PREPARATION OF BIDS

4.1 Language of Bid

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

4.2 Documents Comprising the Bid

4.2.1 The Bid submitted by the Bidder shall comprise two parts with one containing the Technical Proposal and the other containing Financial Proposal, both submitted at the same time.

4.2.2 The Technical Proposal shall comprise General Requirements, Employer's Requirements covering the fully completed Technical Specifications, Technical Schedules, Indicative Tender Drawings and any other relevant document. Without limiting the generality of the foregoing, the Technical Proposal shall contain following:

- Bid Security in the form of Original Bank Guarantee from a Nationalised/Scheduled bank as specified;
- Power of Attorney for authorized signatory for this bid;
- Bid Form for Technical Proposal, signed by the authorized signatory;
- All pages of Tender and Appendix to Tender, signed by the authorized signatory;
- Any other information/data required to be submitted in the Technical Proposal by the bidders in accordance with these Instructions to Bidders.

4.2.3 The Financial Proposal shall be comprised of the fully completed Price Bid as per instruction given on Procurement website indicating capital cost with breakup.

Without limiting the generality of the foregoing, the Financial Proposal shall contain the following:

- Bid Form for Financial Proposal; signed by the authorized signatory;
- Schedule of Prices and Schedule of Payments;
- Any other materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders.
- The Financial Proposal shall be completed as per the itemized activity detailed in the price schedules. However total Lump-sum amount quoted shall be only considered for deciding the award. A lumpsum amount without the detailed breakup will be deemed as a non-responsive bid and the Bid will be rejected.

- 4.2.4 The Bid Form, Appendix to Bid and unit rates and price shall be filled-in without exception, subject to extensions thereof in the same format and to the provisions of Clause 4.6 regarding the alternative forms of bid security.

4.3 **Bid Prices**

- 4.3.1 Unless otherwise specified in Employer's Requirements, Bidders shall quote for the entire facilities such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding documents in respect of the Investigation, preparation of Construction Documents, manufacture, including Procurement and subcontracting (if any), delivery, Construction, Installation, completion of the facilities and works. This includes all requirements under the Contractor's responsibilities for inspecting, testing, pre-commissioning, commissioning and trial run of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licences, etc., operation and maintenance during Defect Notification Period and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the Conditions of Contract. The price bid shall include the cost of pre- despatch inspections and testing by the Employer's personnel or any authorized person/agency whether inside country or outside the country.
- 4.3.2 The quoted rates shall be for finished work and shall be inclusive of all costs including manufacturing, supply, transportation and safe storage of materials at site, cost of insurance and protection of the Works, accommodation and sanitation of the Workers, protection of workmen, working notices, temporary works, drainage facilities and/or detour, sign boards, public protection including providing security personnel, barricades and lighting, etc., incidental costs, taxes, duties, work contract tax, levies, royalties, custom duties and charges of any kind whatsoever, payable on the components or the complete works and satisfactory performance of the bidder's obligations under this contract.
- 4.3.3 The quoted prices for the works during testing and commissioning, defect notification period shall include cost of all materials, repairs, staff, labour etc. to upkeep the project works in perfect condition to the desired standards and quantity.
- 4.3.4 The bidder has to quote in a way that his prices shall include for all the liabilities and Contractual obligations including all taxes, duties, levies, cess etc. wherever payable and applicable on the date of submission of their bids whether separately specified or not.
- 4.3.5 The Bidder shall give a break-up of prices in the manner and detail called for in the Schedule of Prices. The Bidder shall fill unit rates and prices for all items of the Works described in the Schedule of Prices. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Schedule of Prices.

- 4.3.6 The Bidders shall fill in the prices for all items of the Works as applicable and no alteration or addition shall be made to the Schedule by the bidders. Quoted rates must type out clearly and legibly in both figures and words against each item of the Works. The Employer reserves the right to reject any incomplete or not fulfilling the conditions of quoting the rates in figures and words, without assigning any reason thereof.
- 4.3.7 The Bidder shall be familiar with the Tax laws of India. In the various Schedule of Prices, Bidders shall give required details and breakdown of their prices including all duties, taxes and other levies and charges payable by the Contractor under the Contract, as of the date 28 days prior to the deadline for submission of bids as under:
1. Civil Works, electrical works, including site investigations, layout as applicable, all services, labour, materials, consumables, and all matters and things of whatsoever nature, including transportation, provision of as-built drawings etc., as described in the bidding documents and as necessary for the proper execution and completion of the works in accordance with the requirements of the Contract.
 2. Electrical works shall be quoted and shall include rates or prices, as applicable, for all matters and things whatsoever required in connection with the manufacture / fabrication, independent inspection, supply, delivery, testing, installation, commissioning, trial run, provision of as-built drawings , etc., as described in the bidding documents and as necessary for the proper execution and completion of the testing and commissioning and performance of the facility in accordance with the requirements of the Contract. Electrical equipment, whether manufactured from outside or within the country, shall be quoted on the basis of its installed cost, inclusive of transportation, all taxes, duties, levies, royalties, custom duties and charges of any kind whatsoever.
 3. The tenderers are required to sign the Letter of Tender at specified places, and the conditions attached with tender. All the signed documents shall be submitted (scanned copy) as a part of the tender at the time of tendering. Tender not so signed shall be liable for rejection.
- 4.3.8 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance relevant clause indicated in Conditions of Contract.
- 4.3.9 The supplementary Price Proposal, if applicable should only contain the changes in price resulting from the changes in the Technical Proposals. Bidders shall note that supplementary price Bid shall include price variation (increase or decrease, as the case may be) of individual affected items, resulting from corresponding changes in Technical proposal, and it is not enough to give the overall increase or decrease in price of affected items as a whole. Bidders should note that, if Employer, during the evaluation of the price proposals, considers that the changes in price are unrealistic in comparison with the original price proposal, the original / supplementary / both Bids are liable to be rejected.

4.4 Currencies of Bid and Payment

- 4.4.1 The unit rates and the prices shall be quoted by the bidder in Indian Rupees (INR).
- 4.4.2 Payment of the Contract Price shall be made only in Indian Rupees (INR).

4.5 Bid Validity

- 4.5.1 Bids shall remain valid for a period of not less than 180 days from the Bid Due Date.
- 4.5.2 In exceptional circumstances, prior to expiry of the original Bid validity period, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by -. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 4.6 in all respects.

4.6 Bid Security

- 4.6.1 A Bidder is required to deposit, along with its Bid, a Bid security as indicated in Contract Data Sheet (the "Bid Security"), refundable after issue of Letter of Award to the successful bidder. Bid Security in the case of the Selected Bidder shall be retained till the Bidder has provided a Performance Security under the Agreement.
- 4.6.2 The Bidders will have to provide Bid Security in the form of a bank guarantee issued by any Nationalised / Scheduled Bank, approved by RBI, located in India, in favour of:

Managing Director,

Maharashtra Industrial Township Limited

Udyog Sarathi, MIDC Office,

Marol Industrial Area, Andheri (East)

Mumbai – 400 093

Bidders are required to scan the original BG and upload the same in the e-tendering portal of Employer along with technical proposal of BID. Original BG will have to be submitted to the Employer's as per clause 5 [*Submission of Bids*]. BG must specify contact details / email address where BG can be sent for verification.

Any Bid not accompanied by the Bid Security will be rejected. BG must specify contact details where BG can be sent for verification. Employer, if desired, will get the Bank Guarantee submitted for Bid Security verified from the bank. In case the verification reveals that the submitted Bank Guarantee is fraudulent, Employer reserves the right to reject the BID.

The validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date with a claim period of 60 (sixty) days from the date of expiry, and may be extended as may be mutually agreed between Employer and the Bidder from time to time. The format of the bank guarantee shall be in accordance with the sample form of bid security included in this document. The Bank Guarantee must specify its Mumbai branch & address where the Bank Guarantee can be encashed.

4.6.3 Bank Details of Employer required for Tender fee, Bid Security:

Beneficiary Name: Maharashtra Industrial Township Limited

Address: Udyog Sarathi, MIDC Office, Andheri (E), Mumbai – 93

Name of the Bank: Bank of India

Branch address: Chakala Branch, Andheri (East)

Type of Account: Current Account

Account No: 006720110000968

IFSC Code: BKID0000067

4.6.4 The Bid shall be summarily rejected if it is not accompanied by the BID Security.

4.6.5 The Bid securities of unsuccessful Bidders will be returned not later than 15 days after the issue of Letter of Award to the successful bidder.

4.6.6 The Bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.

4.6.7 The Bid security may be forfeited:

- if the Bidder withdraws its Bid during the period of bid validity; or
- if the Bidder does not accept the correction of its bid price in case of any arithmetic errors
- in the case of a successful Bidder, if it fails within the specified time limit to:
 - i. sign the Agreement, or
 - ii. furnish the required performance security, or
- if the Bidder is determined, at any time prior to the award of contract, to have engaged in corrupt or fraudulent practices in competing for the Contract; or in giving effect to any other provisions given in the Instructions to Bidders.

4.7 **Alternative Proposals by Bidders**

Alternative proposals will not be considered.

4.8 **Format and Signing of Bid**

4.8.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The Employer will evaluate only those BIDs that are received online in the required formats and complete in all respects and Bid Security, processing fee and POA are received in hard copies. Incomplete and/or conditional Bids shall be liable to rejection.

4.8.2 The Bid shall be typed or written in indelible ink and shall be signed and sealed by a person or persons duly authorized to sign on behalf of the bidder who shall also initial each page, in blue ink. All pages of the bid and all entries where amendments have been made shall be initialled by the person or persons signing the bid.

4.8.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be numbered and initialled by the person or persons signing the Bid.

5. SUBMISSION OF BIDS

5.1 Sealing and Marking of Bids

- 5.1.1 The Bidder shall submit the Technical and Financial Bid online through e-procurement portal. Bidder's technical proposal shall comprise of the following documents in the same order as per the formats provided in Vol 1 Part 6 [Forms of Tender], along with supporting documents as appropriate. All pages of the document should have Bidder's initial or signature.

Technical Bid

- i. Bid Security
- ii. Annexure I: Form of Bid
- iii. Annexure II: Power of Attorney for Signing the Bid
- iv. Annexure III: Financial Capacity Qualification Information – Annual Turnover and Net Worth
- v. Annexure IV: Bank Certificate for Access to Lines of Credit
- vi. Annexure V: Financial Capacity - Minimum Project Value
- vii. Annexure VI: Technical Capacity - Project Qualification Information
- viii. Annexure VII: Litigation/ Arbitration History
- ix. Annexure VIII: List of Deviations
- x. Annexure IX: Engineering and Construction Capacity
- xi. Annexure X: List of Major items and Minor items for defect liability period.
- xii. Appendix A: Form of Bid Security (Bank Guarantee)

Financial Bid

- Filled Priced Bill of Quantities (Volume-2)
- Appendix B: Form of Performance Security (Bank Guarantee).

- 5.1.2 The following document supporting the Bid shall be submitted (physically in a separate envelope) marked as "Enclosures of the Technical Bid". The documents shall include:

- i. **Original Bid Security** for amount indicated in Notice Inviting RFQ cum RFP in the form of Demand Draft or Original Bank Guarantee in the prescribed format.
- ii. **Original Power of Attorney** for signing the Bid as per format at Annexure II

- 5.1.3 The envelope containing enclosures of the Bid shall clearly bear the name and address of the Bidder and following identification **Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra**. In addition, the Bid Due Date should be indicated on the right-hand corner of each of the envelopes.

- 5.1.4 The envelope containing Enclosures of the Bid shall be addressed to Employer at the address indicated in Contract Data Sheet

- 5.1.5 If the envelope is not sealed and marked as instructed above, the Employer assumes no

responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

- 5.1.6 Bids submitted by -, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 5.1.7 Technical proposal shall contain only technical information and no price information shall be included in the technical proposal. Failure to do this the bid will be considered non-responsive and will be rejected.
- 5.1.8 Only the information provided in 'Technical Bid' though online submission will be considered for evaluation. The information provided in 'Enclosures of the Bid' including additional information, if any will be for information purpose only. The information provided in 'Enclosures of the Bid' will not be used in lieu of missing information in the Technical Bid.

5.2 **Deadline for Submission of Bids**

- 5.2.1 Technical and Financial Bid comprising of the document listed at clause 5.1.1 of the ITB shall be submitted online through e-procurement portal on or before **Bid Due Date** indicated in **Contract Data Sheet**.
- 5.2.2 Documents listed at Clause 5.1.2 of the ITB shall be physically submitted on or before the Bid Due Date, at the address provided in Clause 5.1.4 mandatorily in the manner and form as detailed in RFQ cum RFP. A receipt thereof should be obtained from the person specified in Clause 5.1.4.
- 5.2.3 The bid submission would be considered to be complete only upon successful completion of both the online submission of the Technical and Financial Bid and physical copy submission of 'Enclosures of the Bid' before the Bid Due Date and Time indicated in **Contract Data Sheet, failing which the bid will not be considered.**
- 5.2.4 The Employer may, at its discretion, extend the deadline for submission of bids by issuing corrigendum in accordance, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

5.3 **Late Bids**

Bids/ Enclosures of the Bid received physically by the Employer after the specified time on the BID Due Date shall not be eligible for consideration and shall be summarily rejected and will be returned unopened to the bidder.

5.4 **Modification and Withdrawal of Bids**

- 5.4.1 The Bidder may modify, substitute or withdraw its BID after submission, provided that

written notice of modification, substitution or withdrawal is received by the Employer prior to BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date and Time.

- 5.4.2 For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload / resubmit digitally signed modified BID. For withdrawal of BID, bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reasons, Bidder cannot re-submit e-BID again.
- 5.4.3 Any alteration/modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

6. BID OPENING AND EVALUATION

6.1 Bid Opening

- 6.1.1 The Employer shall open the Enclosures of the Technical Bids indicated in Clause 5 [Submission of Bids], in the presence of the Bidders who choose to attend. "If for any reason, the opening could not be done on Bid Due Date, the new date and the time of opening shall be communicated separately".
- 6.1.2 Technical Bids of those Bidders, who have not submitted their Bid online, shall not be considered for opening and evaluation.
- 6.1.3 The Employer will subsequently examine and evaluate Technical Bids in accordance with the provisions set out in Clause 2.3 [*Eligible Bidders*] and Clause 2.4 [*Qualification of the Bidder*]
- 6.1.4 Bidders are advised that qualification of Bidders will be entirely at the discretion of the Employer. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 6.1.5 To facilitate evaluation of Technical BIDs, the Employer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 6.1.6 If a Bidder does not provide clarifications sought under Clause 6.1.5 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.
- 6.1.7 The Employer reserves the right to reject any Technical BID which is non-responsive as per clause no 6.4 [*Examination of Bids and Determination of Responsiveness*] and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such BID
- 6.1.8 Any information contained in the Bid shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to him on the basis of such information.
- 6.1.9 The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 6.1.10 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Bidder.

- 6.1.11 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Employer as incorrect or erroneous, the Employer shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Employer reserves the right to reject the Bid.
- 6.1.12 The Employer will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to Clause 2.3 [*Eligible Bidders*] and Clause 2.4 [*Qualification of the Bidder*] of this RFQ cum RFP.
- 6.1.13 After evaluation of Technical Bids, the Employer will publish a list of technically responsive Bidders whose financial Bids shall be opened. The Employer shall notify other Bidders that they have not been technically responsive. The Employer will not entertain any query or clarification from Applicants who fail to qualify.
- 6.1.14 The Employer shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal of the Employer and e-mail. The Employer shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Employer shall publicly announce the Bid Price quoted by the technically responsive Bidder. The Employer shall prepare a record of opening of Financial Bids.

6.2 **Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of the successful Bidder is announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in rejection of the Bidder's Bid.

6.3 **Clarification of Bids and Contacting Employer**

- 6.3.1 To facilitate evaluation of Bids, the Employer may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted, except to get additional information to fully understand the proposals of the bidder and to confirm that the requirements of the bidding documents will be met.
- 6.3.2 The request shall be answered promptly within the time stipulated in the request. Failure to respond promptly may result in the technical proposal being deemed not to be substantially responsive.

- 6.3.3 In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

6.4 Examination of Bids and Determination of Responsiveness

- 6.4.1 Prior to evaluation of Bids, the Employer shall determine whether each Bid is responsive to the requirements of the RFP and has been properly signed.

- 6.4.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding documents, without material deviation or reservation. The material deviation or reservation would be implied by any of the following assumption/condition/criteria.

- which affects the scope, quality or performance of the works in any substantial way;
- which is inconsistent with the Bidding documents and/or limits the Employer's rights or the Bidder's obligations under the Contract in any substantial way;
- whose rectification would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

- 6.4.3 The prerequisite condition for determining substantial responsiveness of the Bid are:

- it is received by the Bid Due Date including any extension thereof
- it is accompanied by the Bid Security for the required value as per the format
- it contains all the information and documents (complete in all respects) as requested in this RFQ cum RFP;
- it contains certificates from its Practicing Chartered Accountant/Firm in the formats specified;
- it does not contain any condition or qualification; and
- it is not non-responsive in terms hereof.

- 6.4.4 The Employer reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such Bid.

6.5 Correction of Errors

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
- where there is a discrepancy between the unit and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

- 6.5.1 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Bid Security Clause.

6.6 Evaluation and Comparison of Technical Proposals

- 6.6.1 The 'Enclosure of the Bid' will be opened in the presence of Bidder's authorized representatives who are present during the opening of the said part.
- 6.6.2 Evaluation of technical proposal documents will be taken up only for those Bids which are determined as substantially responsive Bid. Prior to detailed evaluation of the documents, Employer shall examine the documents to determine whether they are complete, whether the documents have been properly signed, and whether the Bids are generally in order.
- 6.6.3 The information contained in the technical proposal shall prevail during technical and financial evaluation of Bids and shall be binding on the contractor post award of work. In case any data / information is missing from the above listed documents and is likely to have financial implication, Employer reserves the right to load the financial Bid submitted by the Bidder.
- 6.6.4 If the information given in the technical proposal is determined to be incomplete by Employer, the Employer reserves the right to reject the Bid without assigning any reason thereof.

6.7 Clarification of Technical Proposals

- 6.7.1 Employer may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise, where Employer requires amendments or changes to be made to the Technical Proposal or conditions required to bring all the Bidders at par.
- 6.7.2 Where amendments or changes are required by Employer, Bidders will be requested in writing to adjust their Technical Proposals accordingly and submit a revised Technical Proposal and supplementary price proposal within the time and date to be decided later on.

6.8 Evaluation and Comparison of Price Proposals

- 6.8.1 Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with above mentioned clause.
- 6.8.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- Making any correction for errors pursuant to Correction of Errors; or
 - Making an appropriate adjustment for any other acceptable variations, deviations; and

- Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Correction of Errors clause.
- 6.8.3 The Employer reserves the right to accept or reject any variation, deviation offer. Variations, deviations, and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits shall not be taken into account in Bid evaluation.
- 6.8.4 The estimated effect of the price adjustment conditions under will not be taken into account for Bid evaluation.

7. AWARD OF CONTRACT

7.1 Award Criteria

Subject to Clause 7.2, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the Lowest Evaluated Bid Price considering cost, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of clause 2.3; (ii) qualified in accordance with the provisions of Clause 2.4; and has submitted substantially responsive Technical Proposals in accordance with clause 6.4.

7.2 Employer's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding Clause 7.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

7.3 Notification of Award

7.3.1 Prior to expiry of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by email or - confirmed by registered letter that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Award" (LOA) shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

7.3.2 The notification of award will constitute the formation of the Contract.

7.3.3 Upon furnishing by the successful Bidder of a performance security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

7.4 Signing of Agreement

7.4.1 At the same time that the Employer notifies the successful Bidder that its Bid has been accepted, the Employer will send the Bidder the Form of Agreement provided in the Bidding documents, incorporating all agreements between the parties.

7.4.2 Within 28 days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

7.5 Performance Security

The successful bidder upon receipt of Letter of Award shall furnish to the Employer performance security in prescribed format for an amount specified in the Contract Data Sheet in accordance with the Conditions of Contract. The Performance Security shall be submitted by the successful bidder within stipulated time as indicated in Contract Data Sheet.

Failure of the successful bidder to comply with the Contract requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

Extension of Performance Security - The Contractor may initially provide the Performance Security for a period of five (5) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Employer shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.

Release of Performance Security - The Employer shall return the Performance Security to the Contractor within 60 (sixty) days of the expiry of the DLP Period under this Agreement. Notwithstanding the foresaid, the Parties agree that the Employer shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified.

Request for Qualification cum Request for Proposal (RFQ cum RFP)

for

Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.

VOLUME 1

PART 2 CONTRACT DATA SHEET

July 2025

Managing Director
Maharashtra Industrial Township Limited
(Formerly Known as AITL)
Udyog Sarathi, MIDC Office, Marol Industrial Area,
Andheri (East), Mumbai, Maharashtra State, India - 400093

Contents

1. CONTRACT DATA SHEET 2

1. CONTRACT DATA SHEET

Condition	Reference Clause	Data
1. Name of Works	Vol 1 Part 1 [ITB] Clause 2.1	Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.
2. Employer's Name and Address	Vol 1 Part 4 [Conditions of Contract] Clause 1.1.38	Managing Director, Maharashtra Industrial Township Limited, Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East) Mumbai, Maharashtra State, India – 400093
3. Contractor's Name and Address	Vol 1 Part 4 [Conditions of Contract] Clause 1.1.26	<i>[to be filled by the intending bidder]</i>
4. Bid Due Date (BDD) and Time	Vol 1 Part 1 [ITB] Clause 5.2 [Deadline for Submission of Bids]	25.07.2025 @ 1500 Hrs
5. Amount of Bid Security	Vol 1 Part 1 [ITB] Clause 4.6 [<i>Bid Security</i>]	Rs. 23,500/- (Rupees Twenty-Three Thousand Five Hundred Only)
6. Date and Venue of Pre-bid Meeting	Vol 1 Part 1 [ITB] Clause 1.4 [Pre-bid Meeting and Pre-bid Clarifications]	Date: 16 th July 2025 Venue: Same as Employer name and address indicated above. If any bidder intends to attend online pre bid meeting through MS team platform, the prospective bidder shall request through email for acceptance of his online attendance via MS team
7. Address for Correspondence and Pre-bid Queries	Vol 1 Part 1 [ITB] Clause 1.4 [Pre-bid Meeting and Pre-bid Clarifications] and Clause 5 [Submission of Bids]	Same as Employer name and address indicated above.
8. Time for Completion of the Works	Vol 1 Part 1 [ITB] Clause 2.1 and Vol 1 Part 4 [Conditions of Contract] Clause 4.4 and Clause 4.5	One Hundred and Twenty (120) days from the date of issue of Letter of Award (LOA).

Condition	Reference Clause	Data
9. Defects Liability Period	Vol 1 Part 4 [Conditions of Contract] Clause 1.1.31	5 Years (five Years) for major items and 1 year (One year) for minor items supplied by the contractor, from the date of commissioning of the item.
10. Total Contract Period	Vol 1 Part 4 [Conditions of Contract]	One Hundred and Twenty (120) days from the date of Letter of Award.
11. Project Start date	Vol 1 Part 4 [Conditions of Contract] Clause 7.1	Date of issue of Letter of Award by the Employer.
12. Project Plan and Schedule	Vol 1 Part 4 [Conditions of Contract] Clause 4.1 [Obligations prior to commencement of Works]	The Contractor shall submit project plan and schedule along with Bid Submission.
13. Performance Security Amount	Vol 1 Part 1 [ITB] Clause 3.2, 3.3., 3.4, 3.5 [Performance Security]	The amount of Performance Guarantee shall be equal to 5% of the Contract Price and it shall be valid till 60 days after the completion of the Defects Liability period.
14. Time for submission of Performance Security	Vol 1 Part 1 [ITB] Clause 3.2, 3.3., 3.4, 3.5 [Performance Security]	Within 15 days from date of issue of Letter of Award.
15. Delay Damages		
a) Rate of Delay Damages	Vol 1 Part 4 [Conditions of Contract] Clause 7.3	Contractor shall pay Damages to the Employer of a sum calculated at the rate of 0.05% (zero-point zero five percent) of the balance work for delay of each week reckoned from the date specified in accepted base line schedule and until works are completed
b) Maximum Delay Damages	Vol 1 Part 4 [Conditions of Contract] Clause 7.3	10% of accepted Contract Price.
16. Percentage of retention of the Works	Vol 1 Part 4 [Conditions of Contract] Clause 3.6	6% (six percent) of the amount of all Interim Payment Certificates for the Works Contract portion of the Contract.
17. Limit of Retention Money for Part 1 of the Works	Vol 1 Part 4 [Conditions of Contract] Clause 3.6	5% (five percent) of the Works Contract Price, excluding any Provisional Sums.

Condition	Reference Clause	Data
18. Validity of Insurance Policies as defined in Contract Clauses	Vol 1 Part 4 [Conditions of Contract] Clause 12	All the insurances shall be valid throughout the period of Contract including DLP Period.
19. Periods of submission of insurance: <ul style="list-style-type: none"> evidence of insurance Relevant policies 	Vol 1 Part 4 [Conditions of Contract] Clause 12	2 days from date of Letter of Award
20. Maximum total liability of the Contractor to the Employer	Vol 1 Part 4 [Conditions of Contract] Clause 11.6.2	Equal to accepted Contract Price
21. Email address for Pre-Bid Queries		Mr.Rahul Borikar, DGM(Electrical) E- Mail- dgmelecpra@auric.city Mr. Anant Sirsath (Manager Electrical) E- Mail- managerelectricalhq@auric.city
22. Contact & Email Address for site visit		Mr. Abdul Ansari (Executive Engineer Electrical) E- Mail- Ansari.abdul@auric.city Mobile Number – 9922141999

Request for Qualification cum Request for Proposal (RFQ cum RFP)

for

Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.

VOLUME 1

PART 3 FORM OF CONTRACT AGREEMENT

July 2025

Managing Director
Maharashtra Industrial Township Limited
Udyog Sarathi, MIDC Office, Marol Industrial Area,
Andheri (East), Mumbai, Maharashtra State, India - 400093

FORM OF CONTRACT AGREEMENT

This Agreement made this day of _____, 2025, Maharashtra Industrial Township Limited, represented by the Managing Director, Maharashtra Industrial Township Limited, Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai, Maharashtra State, India – 400093, India, (hereinafter called "the Employer") of the one part and _____ of (hereinafter called "the Contractor") of the other part.

Whereas the Employer desires that the Works known as the **"Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra."** should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) the Contract Agreement;
 - b) the Letter of Award;
 - c) Corrigendum / addendums / Response to Pre-bid queries
 - d) the Bid (the accepted Price Proposal)
 - e) Contract Data sheet;
 - f) the Conditions of Contract,
 - g) the Tender Drawings;
 - h) the Technical Specifications
 - i) the Bill of Quantities
 - j) the Bidder's Technical Proposal,
 - k) any other document forming the part of the Contract
3. In consideration the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in the constructed facility, in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein in the Constructed facility, the Contract Price Rs (In Words _____) or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Authorized signature of contractor seal (if any) in the presence of: Authorized signature of Employer seal (if any) in the presence of:

Name: _____ Name: _____

Signature: _____ Signature: _____

Address: _____ Address: _____

Request for Qualification cum Request for
Proposal (RFQ cum RFP)

for

Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.

VOLUME 1

PART 4 CONDITIONS OF CONTRACT

July 2025

Managing Director
Maharashtra Industrial Township Limited
Udyog Sarathi, MIDC Office, Marol Industrial Area,
Andheri (East), Mumbai, Maharashtra State, India - 400093

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1. GENERAL PROVISIONS

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- 1.1.1 **“Accounting Year”** means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year.
- 1.1.2 **“Advance Payment”** shall have the meaning set forth in the recitals.
- 1.1.3 **“Affected Party”** shall have the meaning set forth in the recitals.
- 1.1.4 **“Affiliate”** means, in relation to either Party {and/or Members}, a person who controls, is controlled by, or is under the common control with such Party {or Member} (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise).
- 1.1.5 **“Agreement”** means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.
- 1.1.6 **“Applicable Laws”** means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement.
- 1.1.7 **“Applicable Permits”** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project Works during the subsistence of this Agreement.
- 1.1.8 **“Appointed Date”** means that date of issue of Letter of Award (LOA).
- 1.1.9 **“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time.
- 1.1.10 **“Bank”** means any Nationalised /Scheduled bank incorporated in India and having a minimum net worth of Rs. 1,000 crores (Rupees one thousand crore) or any other bank acceptable to the Employer.
- 1.1.11 **“Bank Rate”** means the Repo rate of interest announced by the Reserve Bank of India for all its lending operations on the Base Date.
- 1.1.12 **“Base Date”** means the last date of that calendar month, which date precedes the Bid Due Date by at least 28 (twenty-eight) days.
- 1.1.13 **“Bid”** means the documents in their entirety comprised in the bid submitted by the [selected bidder/Consortium] in response to the Request for Qualification cum Request for Proposals in accordance with the provisions thereof.
- 1.1.14 **“Bid Security”** means the Bid Security provided by the Contractor to the Employer in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security.
- 1.1.15 **“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the Bid.

- 1.1.16 **“Change in Law”** means the occurrence of any of the following after the Base Date:
- a) the enactment of any new Indian law.
 - b) the repeal, modification or re-enactment of any existing Indian law;
 - c) the commencement of any Indian law which has not entered into effect until the Base Date.
 - d) a change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Base Date; or
 - e) any change in the rates of any of the Taxes or royalties that have a direct effect on the Project.
- 1.1.17 **“Change of Scope”** shall have the meaning set forth in the recitals;
- 1.1.18 **“Change of Scope Notice”** shall have the meaning set forth in the recitals;
- 1.1.19 **“Change of Scope Order”** shall have the meaning set forth in the recitals;
- 1.1.20 **“Completion Certificate”** shall have the meaning set forth in the recitals;
- 1.1.21 **“Construction”** shall have the meaning set forth in the recitals;
- 1.1.22 **“Construction Period”** means the period commencing from the Appointed Date and ending on the date of the Completion Certificate;
- 1.1.23 **“Contract”** means the Contract Agreement, the Letter of Award, the Form of Bid, Conditions of Contract, Contract Data Sheet, Employer’s Requirements, General Specifications, Schedules and Datasheets, Indicative Tender Drawings and the further documents (if any) which are listed in Contract Agreement or in the Letter of Award,
- 1.1.24 **“Contract Price”** means the amount specified in the recitals;
- 1.1.25 **“Contractor”** means the person(s) named as contractor in the Form of Bid whose tender has been accepted by the Employer and the legal successors in title to this person(s).;
- 1.1.26 **“Contractor’s Personnel”** means the Contractor’s Representative and or authorised signatory of the agreement are contractor’s personnel and all personnel who may include the staff, labour, other employees of the Contractor, personnel utilised by contractor on Site, are secondary personnel ; and any other personnel assisting the Contractor in the execution of the Works
- 1.1.27 **“Labour contractor”** means any person appointed by Contractor for supply of labours for any part of the Works; and the legal successors in title to each of these persons.
- 1.1.28 **“Contractor Default”** shall have the meaning set forth in the recitals;
- 1.1.29 **“Damages”** shall have the meaning set forth in the recitals;
- 1.1.30 **“Defect”** means any defect or deficiency in Construction of the Works or any part thereof, which does not conform with the Specifications and Standards, and in the case of Maintenance, means any defect or deficiency which is specified in Volume-1-Part-5: Particular Conditions of Operation & Maintenance (O&M);
- 1.1.31 **“Defects Liability Period”** shall have the meaning set forth in the recitals;
- 1.1.32 **“Dispute”** shall have the meaning set forth in the recitals;
- 1.1.33 **“Dispute Resolution Procedure”** means the procedure for resolution of Disputes set forth in the recitals;
- 1.1.34 **“Drawings”** means all of the drawings, calculations and documents pertaining to the Project Works as set forth in Volume-3, and shall also include ‘as built’ drawings of the Project Works;

- 1.1.35 **“Document”** or **“Documentation”** means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;
- 1.1.36 **“Emergency”** means a condition or situation that is likely to endanger the safety or security of the individuals on or about the Project Works, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;
- 1.1.37 **“Employer”** means the entity/person named as employer in the Contract Data sheet and the legal successors in title to this person.
- 1.1.38 **“Employer Default”** shall have the meaning set forth in the recitals;
- 1.1.39 **“Employer’s Engineer”** means the person appointed by the Employer from time to time to act as the Engineer;
- 1.1.40 **“Employer’s Personnel”** means such person or persons as may be authorized in writing by the Employer to act on its behalf under this Agreement and shall include any person or persons having Employer to exercise any rights or perform and fulfil any obligations of the Employer under this Agreement;
- 1.1.41 **“Encumbrances”** means, in relation to the Project Works, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Works, where applicable herein but excluding utilities referred to in the recitals;
- 1.1.42 **“EPC”** means Engineering, Procurement and Construction;
- 1.1.43 **“DBO”** means Design Build and Operate
- 1.1.44 **“Final Payment Certificate”** shall have the meaning set forth in the recitals;
- 1.1.45 **“Final Payment Statement”** shall have the meaning set forth in the recitals;
- 1.1.46 **“Force Majeure”** or **“Force Majeure Event”** shall have the meaning ascribed to it in the recitals;
- 1.1.47 **“GOI”** or **“Government”** means the Government of India;
- 1.1.48 **“Good Industry Practice”** means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement;
- 1.1.49 **“Government Instrumentality”** means any department, division or subdivision of the Government or the State Government and includes any commission, board, Employer, agency or municipal and other local Employer or statutory body including panchayat under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Project Works or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Agreement;
- 1.1.50 **“Indemnified Party”** means the Party entitled to the benefit of an indemnity pursuant to the recitals;
- 1.1.51 **“Indemnifying Party”** means the Party obligated to indemnify the other Party pursuant to the recitals;
- 1.1.52 **“Insurance Cover”** means the aggregate of the maximum sums insured under the insurances taken out by the Contractor pursuant to Clause 12, and includes all insurances required to be taken out by the Contractor under relevant sub clauses of Clause 12 but not actually taken, and

- when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;
- 1.1.53 **“Intellectual Property”** means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- 1.1.54 **“Interim Payment Certificate”** or **“IPC”** means the interim payment certificate issued by the Employer’s Engineer for payment to the Contractor in respect of Contractor’s claims for payment raised in accordance with the provisions of this Agreement;
- 1.1.55 **“LOA”** or **“Letter of Award”** means the letter of award referred to in Recital (E);
- 1.1.56 **“Material Adverse Effect”** means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;
- 1.1.57 **“Major Materials and Minor Materials”** are all the supplies used by the Contractor for incorporation in the Works or for the maintenance of the Project Works;
- 1.1.58 **“Parties”** means the parties to this Agreement collectively and **“Party”** shall mean any of the parties to this Agreement individually;
- 1.1.59 **“Performance Security”** shall have the meaning set forth in the recitals;
- 1.1.60 **“Plant”** means the apparatus and machinery intended to form or forming part of the Works;
- 1.1.61 **“PMNC”** shall mean Project/Program Management Consultant appointed by Employer
- 1.1.62 **“Programme”** shall have the meaning set forth in the recitals;
- 1.1.63 **“Project”** means the Supply, installation, Testing & commissioning of 33 KV single circuit overhead line as stated in contract data sheet in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;
- 1.1.64 **“Project Assets”** means all physical and other assets relating to (a) tangible assets such as civil works and equipment including foundations, civil tanks and structures, buildings, process control hardware and software, electro-mechanical equipment, piping, valves, electrical equipment, cables and motor control centres, field instruments and control system, drainage works (b) Project Facilities situated on the Site;
- 1.1.65 **“Project Completion Date”** means the date on which the Provisional Certificate is issued and, in the event, no Provisional Certificate is issued, the date on which the Completion Certificate is issued;
- 1.1.66 **“Project Completion Schedule”** means the progressive Project Milestones set forth in Bid Documents for completion of the Project Works on or before the Scheduled Completion Date;
- 1.1.67 **“Quality Assurance Plan”** or **“QAP”** shall have the meaning set forth in the recitals;
- 1.1.68 **“Re.”**, **“Rs.”** or **“Rupees”** or **“Indian Rupees”** means the lawful currency of the Republic of India;
- 1.1.69 **“Retention Money”** shall have the meaning set forth in Clause 3.6;
- 1.1.70 **“Right of Way”** means the constructive possession of the Site free from encroachments and encumbrances, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction and maintenance of the Project Works in accordance with this Agreement;

- 1.1.71 **“Scheduled Completion Date”** shall have the meaning set forth in the recitals;
- 1.1.72 **“Scope of the Project”** shall have the meaning set forth in Clause 1.6; **“Section”** means a part of the Project Works;
- 1.1.73 **“Site”** shall have the meaning set forth in Clause 1.7;
- 1.1.74 **“Specifications and Standards”** means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project Works, as set forth in, Volume-2– Technical Specifications, Volume-3- Drawings, Volume-4 – Bill of Quantities (BOQ) and other relevant parts of the tender and any modifications thereof, or additions thereto, as included in the design and engineering for the Project Works submitted by the Contractor to, and expressly approved by the Employer;
- 1.1.75 **“Subcontractor”** means any person or persons to whom a part of the Works or the Maintenance has been assigned for completion/execution/operation by the Contractor and the permitted legal successors in title to such person, but not an assignee to such person;
- 1.1.76 **“Taxes”** means any Indian taxes including GST (Goods and service tax), excise duties, customs duties, value added tax sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, Materials, equipment and services incorporated in and forming part of the Project Works charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;
- 1.1.77 **“Termination”** means the expiry or termination of this Agreement as per Clause 10 [Termination];
- 1.1.78 **“Termination Notice”** means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;
- 1.1.79 **“Termination Payment”** means the amount payable by either Party to the other upon Termination in accordance with Clause 10.8 [Termination Payment] ;
- 1.1.80 **“Tests”** means the tests set forth in Volume-2 – Technical Specifications to determine the completion of Works in accordance with the provisions of this Agreement;
- 1.1.81 **“Time Extension”** shall have the meaning set forth in Clause 4.6 [Extension of time for completion];
- 1.1.82 **“User”** means a person who uses or intends to use on the Project Works or any part thereof;
- 1.1.83 **“Valuation of Unpaid works”** shall have the meaning set forth in the recitals;
- 1.1.84 **“MLDB”** means Main Lighting Distribution Board.

1.2 Order of Precedence

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Contract Agreement (if any),
- b) the Letter of Award,
- c) the Form of Bid,
- d) the Contract Data Sheet,
- e) the Conditions of Contract,
- f) the Technical Specifications
- g) the Tender Drawings,
- h) the Bill of Quantities
- i) the Schedules and any other documents listed in the Contract Data as forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

1.3 Employer's Use of Contractor's Document

- 1.3.1 Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.
- 1.3.2 The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:
 - a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
 - b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
 - c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.
- 1.3.3 All the rights to the Construction Documents and other design documents are to be assigned to the Employer.

1.4 Contractor's Use of Employer's Document

- 1.4.1 Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor.

1.5 Confidentiality

- 1.5.1 The Parties shall treat the details of this Agreement as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of the Employer.

1.6 Scope of the Project

- 1.6.1 Under this Agreement, the scope of the Project (the “Scope of the Project”) shall mean and include the relevant section described in the Volume-1-Part-1-Instruction to Bidders, Section 1.1 Project Information

1.7 Site

- 1.7.1 The site of the Project Works (the “Site”) shall comprise the site described in Volume-1-Part-1-Instruction to Bidders, Section 1.1 Project Information

1.8 Inspections and Audit

- 1.8.1 The Employer or any representative authorized by the Employer in this behalf may inspect and review the progress and quality of the construction of Project Works and issue appropriate directions to the Employer’s Engineer and the Contractor for taking remedial action in the event the Works are not in accordance with the provisions of this Agreement.
- 1.8.2 At any time during construction, the Employer may appoint an external technical auditor to conduct an audit of the quality of the Works. The findings of the audit, to the extent accepted by the Employer, shall be notified to the Contractor and the Employer’s Engineer for taking remedial action in accordance with this Agreement. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit hereunder. Notwithstanding anything contained in this Clause 1.8, the external technical audit shall not affect any obligations of the Contractor or the Employer’s Engineer under this Agreement.

2. THE ENGINEER

2.1 Appointment of the Employer's Engineer

- 2.1.1 The Employer (MITL) shall appoint a the **"Employer's Engineer or Engineer-in-charge"**
- 2.1.2 The Employer's Engineer may exercise the authority attributable to the Engineer as specified or implied from the Contract. However, under no circumstances the Employer's Engineer shall have authority to modify or amend the Contract.
- 2.1.3 Except as otherwise stated in these Conditions, whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;
- 2.1.4 Except as otherwise stated in these Conditions, the Engineer has no authority to relieve the contractor of any duties, obligations or responsibilities under the Contract;
- 2.1.5 Except as otherwise stated in these Conditions, any approval, consent, test, inspection, authorisation or absence of approval shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, defect liability, omissions, discrepancies and non-compliances.
- 2.1.6 The staff of the Employer's Engineer shall include suitably qualified engineers and other professionals who are competent to assist the Employer's Engineer to carry out its duties.

2.2 Duties and Authority of the Employer's Engineer

- 2.2.1 The Employer's Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. The Employer's Engineer shall perform the duties and exercise the Authority in accordance with the provisions of this Agreement.

2.3 Instructions of the Employer's Engineer

- 2.3.1 The instructions issued by the Employer's Engineer shall be in writing. All approvals/rejections of materials any plant visit etc carried out by the engineer or any changes w.r.t the scope of work shall be communicated to employer and approved by the employer.
However, if the Employer's Engineer issues any oral instructions to the Contractor, it shall confirm in writing the oral instructions within 2 (two) working days of issuing them.
- 2.3.2 In case the Contractor does not receive the confirmation of the oral instruction within the time specified in Clause 2.4.2, the Contractor shall seek the written confirmation of the oral instructions from the Employer's Engineer. The Contractor shall obtain acknowledgment from the Employer's Engineer of the communication seeking written confirmation. In case of failure of the Employer's Engineer or its delegated assistant to reply to the Contractor within 2 (two) days of the receipt of the communication from the Contractor, the Contractor may not carry out the instruction.
- 2.3.3 In case of any dispute on any of the instructions issued by the delegated representative, the Contractor may refer the dispute to the Employer's Engineer, who shall then confirm, reverse or vary the instructions within 5 (five) business days of the dispute being referred.

2.4 Determination by the Employer's Engineer

- 2.4.1 The Employer's Engineer shall consult with each Party in an endeavour to reach agreement wherever this Agreement provides for the determination of any matter by the Employer's

Engineer. If such agreement is not achieved, the Employer's Engineer shall make a fair determination in accordance with this Agreement having due regard to all relevant circumstances. The Employer's Engineer shall give notice to both the Parties of each agreement or determination, with supporting particulars.

- 2.4.2 Each Party shall give effect to each agreement or determination made by the Employer's Engineer in accordance with the provisions of this Agreement. Provided, however, that if any Party disputes any instruction, decision, direction or determination of the Employer's Engineer, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.5 Remuneration of the Employer's Engineer

The remuneration, cost and expenses of the Employer's Engineer shall be paid by the Employer.

2.6 Termination of the Employer's Engineer

The Employer may, in its discretion, replace the Employer's Engineer at any time, in accordance with Clause 2.1.

3.THE CONTRACTOR

3.1 Contractor's General Obligations

- 3.1.1 The Contractor shall Investigate, execute and complete the Works and subsequently maintain it in during DLP accordance with the Contract and as per the Engineer-in-charge's instructions. The Contractor shall also remedy any defects whatsoever in the Works to the satisfaction of Engineer-in-charge and in accordance with the Contract.
- 3.1.2 The Contractor shall provide the Plant, Equipment, Services and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.
- 3.1.3 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract.
- 3.1.4 The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.
- 3.1.5 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Particular Conditions:
- a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
 - b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications as specified, and shall include additional information required by the Engineer-in-charge to add to the Drawings;
 - c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
 - d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer-in-charge the "as-built" documents and other documents as required in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over until these documents have been submitted to the Engineer-in-charge for review and approval thereof.

3.2 Performance Security

- 3.2.1 The Contractor shall, for the performance of its obligations hereunder during the Construction Period, provide to the Employer, within time limit specified in the Contract Data Sheet, an irrevocable and unconditional guarantee from a Bank in the format set forth in Tender Forms for an amount equal to a percentage of the Contract Price as specified in the Contract Data Sheet.
- 3.2.2 The Performance Security shall be valid and enforceable the Contractor till he has executed and completed the Works and remedied any defects or until 60 (sixty) days after the Defects Liability Period.,.

- 3.2.3 Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Employer shall release the Bid Security to the Contractor. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Contractor to provide the Performance Security in accordance with the provisions of this Clause 3.2 and within the time specified therein or such extended period as may be provided by the Employer, in accordance with the provisions of Clause , the Employer may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.
- 3.2.4 In the event the Contractor fails to provide the Performance Security within 15 (fifteen) days of this Agreement, it may seek extension of time for a period not exceeding 20 (twenty) days on payment of Damages for such extended period in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the Contract Price for each day until the Performance Security is provided.

3.3 Extension of Performance Security

- 3.3.1 The Contractor shall initially provide the Performance Security for a period of 5 (five) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 28 days prior to the date of expiry thereof.
- 3.3.2 If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.
- 3.3.3 Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Employer shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.

3.4 Appropriation of Performance Security

- 3.4.1 Upon occurrence of a Contractor's Default, the Employer shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default.
- 3.4.2 Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Employer shall be entitled to terminate the Agreement in accordance with Clause titled 'Termination'. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor's Default, and in the event of the Contractor not curing its default within such Cure Period, the Employer shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Clause 10 titled 'Termination'.

3.5 Release of Performance Security

- 3.5.1 The Employer shall return the Performance Security to the Contractor within 60 (sixty) days of the later of the expiry of Defect Liability period (DLP) under this Agreement. Notwithstanding the aforesaid, the Parties agree that the Employer shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified. If the contractor fails to rectify the defect by itself due to any reason then the same will be carried out by the employer and amount required will be deducted from the above amount

3.6 Retention Money

- 3.6.1 The Employer shall retain from each payment due to the Contractor the proportion as stated in the Contract Data until Completion of the whole of the Works under Construction Contract thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the "Retention Money") subject to the condition that the maximum amount of Retention Money as stated in the Contract Data Sheet.
- 3.6.2 Upon occurrence of a Contractor's Default, the Employer shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.
- 3.6.3 Release of Retention Money
- The retention money deducted from each RA Bills shall be released 'without interest' within 15 days of issue of Final Completion Certificate of the project by the Employers' Engineer.
- 3.6.4 The Parties agree that in the event of Termination of this Agreement, the Retention Money and the bank guarantees specified in this Clause 3.6 shall be treated as if they are Performance Security and shall be reckoned as such for the purposes of Termination Payment under Clause 10.8.

3.7 Site Data

- 3.7.1 the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies, site conditions and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):
- a) the form and nature of the Site, including sub-surface conditions,
 - b) the hydrological, geotechnical, topographical and climatic conditions,
 - c) the extent and nature of the work and goods necessary for the execution and completion of the works and the remedying of any defects,
 - d) the Laws, procedures and labour practices of the Country, and
 - e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

3.8 Electricity, Water and Gas

The Contractor shall be responsible for procuring of all Power, Water and other services that it may require.

Contractor shall arrange and provide at his own cost electric connection of suitable load from local electricity supply agency and will also keep ready Generators of adequate capacity as stand by arrangement in case of electric failure during construction for running pump sets, vibrators, mixer, needle sets and electric set and other electrically operated Construction equipment etc. at his own cost.

The cabling for electric connection for Construction and testing shall be arranged by the Contractor himself at his own cost. The non-availability /sanction of electric connection shall be no excuse for delay in completion of work.

The Water required for all purposes including construction, testing purpose shall be arranged by Contractor at his cost.

3.9 Progress Reports

- 3.9.1 During the Construction Period, the Contractor shall, no later than 10 (ten) days after the close of each month, furnish to the Employer and the Engineer-in-charge a monthly report on progress of the Works and shall promptly give such other relevant information as may be required by the Engineer-in-charge. Soft copies of the reports also to be submitted.
- 3.9.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.
- 3.9.3 Each report shall include:
- a) charts and detailed descriptions of progress, including each stage of Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor,
 - b) photographs/video showing the progress on the Site and status of manufacture;
 - c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
 - i. commencement of manufacture,
 - ii. Contractor's inspections,
 - iii. tests, and
 - iv. shipment and arrival at the Site;
 - d) copies of quality assurance documents, test results and certificates of Materials;
 - e) list of claims by any party;
 - f) Comparisons of actual and planned progress, with details of any events or anticipated risks that may inhibit the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.
 - g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations;

3.10 Security of the Site

Unless otherwise stated:

- a) the Contractor shall be responsible for keeping unauthorised persons off the Site, and

- b) authorised persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by the Employer or the Engineer, as authorised personnel of the Employer's other contractors on the Site.

3.11 Fossils

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to claims for:

- a) an extension of time for any such delay, if completion is or will be delayed, and
- b) payment of any such Cost, which shall be included in the Contract Price.

4 CONSTRUCTIONS OF THE PROJECT WORKS

4.1 Obligations prior to commencement of Works

4.1.1

1. Contractor's organization for the Project, the general methods and arrangements for Construction, Quality Assurance Plan including, Safety Plan covering Safety of users and workers during Construction, Contractor's key personnel and equipment.
2. Programme for completion of all stages of Construction and Project milestones. The Programme shall include:
 - a. the order in which the Contractor intends to carry out the Works, including the anticipated timing of construction, Supply, Installation, Erection, Testing, Commissioning and various packages and stages of Works;
 - b. the periods for reviews;
 - c. the sequence and timing of inspections and tests specified in this Tender.
- d. The Contractor shall submit a revised programme whenever the previous programme is inconsistent with the actual progress or with the Contractor's obligations.
3. Monthly Cash Flow Forecast
4. The Contractor shall appoint a qualified safety Officer with minimum 10 years' experience to carry out safety audit at the design stage of the Project Works in accordance with the Applicable Laws and Good Industry Practice.

- 4.1.2 The safety audit shall be carried out by the Safety officer in respect of all such design details that have a bearing on safety of Users as well as pedestrians and animals involved in or associated with accidents. The recommendations of the Safety Officer shall be incorporated in the design of the Project Works and the Contractor shall forward to the Employer's Engineer a certificate to this effect together with the recommendations of the Safety Officer.

4.2 Construction of the Project Works

- 4.2.1 The Contractor shall construct the Project Works as specified in Schedules and Datasheets in conformance Good For Construction (GFC) Drawings and Technical Specifications, Bill of Quantities (BOQ) and applicable standards prepared by him as per the requirement. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The Contractor agrees and undertakes that the construction shall be completed within the Time for Completion of Works as indicated in Contract Data Sheet, including any extension thereof.

4.3 Scheduled Completion date

- 4.3.1 The Scheduled Completion Date for the construction of works shall occur on the last day of Time for Completion as indicated in the Contract Data Sheet. The progress shall be monitored as per time line given in the Contract Data Sheet. A grace period of 30 days shall be given for evaluating the work done. If the contractor does not achieve the milestones for the reasons attributable to him, then the Delay Damages shall be applicable as per the Contract data Sheet.

- 4.3.2 If the contractor completes the above said work within 60 days from the issuance of LoA the employer may give incentive up to 1% of contract value.

4.4 Extension of time for completion

- 4.4.1 Without prejudice to any other provision of this Agreement for and in respect of extension of time, the Contractor shall be entitled to extension time for Completion of Works (the “**Time Extension**”) to the extent that completion of any Project Milestone is or will be delayed by occurrence of any of the following conditions, namely:

- c) change of Scope (unless an adjustment to the Scheduled Completion Date has been agreed under Clause 4.6);
- d) occurrence of a Force Majeure Event;
- e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's personnel or the Employer's other contractors on the Site; and

- 4.4.2 The Contractor shall, no later than 15 (fifteen) business days from the occurrence of an event or circumstance specified in Clause 4.4.1, inform the Engineer-in-charge by notice in writing, with a copy to the Employer, stating in reasonable detail with supporting particulars, the event or circumstances giving rise to the claim for Time Extension in accordance with the provisions of this Agreement. Provided that the period of 15 (fifteen) business days shall be calculated from the date on which the Contractor became aware, or should have become aware, of the occurrence of such an event or circumstance.

Provided further that notwithstanding anything to the contrary contained in this Agreement, Time Extension shall be due and applicable only for the Works which are affected by the aforesaid events or circumstances and shall not in any manner affect the Project Completion Schedule for and in respect of the Works which are not affected hereunder.

- 4.4.3 In the event of the failure of the Contractor to issue to the Engineer-in-charge a notice in accordance with the provisions of Clause 4.4.2 within the time specified therein, the Contractor shall not be entitled to any Time Extension and shall forfeit its right for any such claims in future. For the avoidance of doubt, in the event of failure of the Contractor to issue notice as specified in this Clause 4.4.2, the Employer shall be discharged from all liability in connection with the claim.

- 4.4.4 The Engineer-in-charge shall, on receipt of the claim in accordance with the provisions of Clause 4.4.2, examine the claim expeditiously within the time frame specified herein. In the event the Engineer-in-charge requires any clarifications to examine the claim, the Engineer-in-charge shall seek the same within 15 (fifteen) days from the date of receiving the claim. The Contractor shall, on receipt of the communication of the Engineer-in-charge requesting for clarification, furnish the same to the Engineer-in-charge within 10 (ten) days thereof. The Engineer-in-charge shall, within a period of 60 (sixty) days from the date of receipt of such clarifications, forward in writing to the Contractor its determination of Time Extension.

Provided that when determining each extension of time under this Clause 4.4.2, the Engineer-in-charge shall review previous determinations and may increase, but shall not decrease, the total Time Extension.

- 4.4.5 If the event or circumstance giving rise to the notice has a continuing effect:

- a) a fully detailed claim shall be considered as interim;

- b) the Contractor shall, no later than 10 (ten) days after the close of each month, send further interim claims specifying the accumulated delay, the extension of time claimed, and such further particulars as the Engineer-in-charge may reasonably require; and
- c) the Contractor shall send a final claim within 30 (thirty) days after the effect of the event or the circumstance ceases.

Upon receipt of the claim hereunder, the Engineer-in-charge shall examine the same in accordance with the provisions of Clause 4.4.2 within a period of 60 (sixty) days of the receipt thereof.

4.5 Incomplete Works

In the event the Contractor fails to complete the Works in accordance with the Project Completion Schedule, including any Time Extension granted under this Agreement, the Contractor shall endeavour to complete the balance work expeditiously and shall pay Damages to the Employer in accordance with the provisions for delay of each day until the Works are completed in accordance with the provisions of this Agreement. Recovery of Damages under this Clause shall be without prejudice to the rights of the Employer under this Agreement including the right to termination under Clause 10 [Termination].

4.6 Change of Scope

- 4.6.1 The Employer may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications/alterations to the Works ("Change of Scope") before the issue of the Completion Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost. Any such Change of Scope shall be made and valued in accordance with the provisions of this Clause
- 4.6.2 Change of Scope shall mean:
 - 1. change in specifications of any item of Works; and/or
 - 2. any additional work, Materials or services which are not included in the Scope of the Project
- 4.6.3 For the avoidance of doubt, the Parties agree that the Contractor shall not undertake any Change of Scope without the express consent of the Employer, save and except any Works necessary for meeting any Emergency which shall also be communicated to the employer/employers engineer prior starting the works.
- 4.6.4 In the event of the Employer determining that a Change of Scope is necessary, he will issue to the Contractor a notice specifying in reasonable detail the works and services contemplated there under (the "Change of Scope Notice").
- 4.6.5 Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Employer and the Employer's Engineer such information as is necessary, together with preliminary documentation in support of:
 - a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and
 - b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details:
 - i. breakdown of the quantities, unit rates and cost for different items of work;

- ii. proposed design for the Change of Scope; and
- iii. proposed modifications, if any, to the Project Completion Schedule of the Project Works.

4.6.6 Contractor's quotation of costs for the Change of Scope shall be determined on the following principles:

- a) the latest available edition of MIDC Schedule of Rates applicable to Nanded Region & Aurangabad PWD rates will be adopted for the valuation of any works which are not already covered by the items included in Price Schedules. Payments for the Variations Items shall be made in INR only.
- b) In the event that items are not covered in the MIDC Schedule of rates applicable to Nanded Region, then the latest edition of the Maharashtra Water Supply and Sewerage Board rates applicable for Aurangabad and then the schedule of rates related to Aurangabad PWD will be used in that order.
- c) If from above (a) & (b) the specific items rates are not present only then as a last option, the market rates substantiated with 3 quotations, followed by work order and/ or Tax Invoice shall be considered only when the executed variation items are not covered under Price Schedule or the above referred schedule of rates. A fixed percentage of 15% shall be added to cover the Contractor's Overhead and Profit for the rates evaluated under this category

For the avoidance of doubt, the Parties expressly agree that, subject to the provisions of Clause 4.8, the Contract Price shall be increased or decreased, as the case may be, on account of Change of Scope.

4.6.7 Upon reaching an agreement, the Employer shall issue an order (the "Change of Scope Order") requiring the Contractor to proceed with the performance thereof.

4.6.8 Payment for Change of Scope shall be made in accordance with the payment schedule specified in the Change of Scope Order.

4.7 Restrictions to Change of Scope

4.7.1 No Change of Scope shall be executed unless the Employer has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency.

4.7.2 Notwithstanding anything to the contrary in this Clause 4, no change made necessary because of any default of the Contractor in the performance of its obligations under this Agreement shall be deemed to be Change of Scope, and shall not result in any adjustment of the Contract Price or the Project Completion Schedule.

4.8 Power of the Employer to undertake works

4.8.1 In the event the Parties are unable to agree to the proposed Change of Scope in accordance with Clause 4.8, the Employer may, after giving notice to the Contractor and considering its reply thereto, award such works or services to any third party or agency as deemed suitable.

4.8.2 It is also agreed that the Contractor shall provide assistance and cooperation to the person or agency who undertakes the works or services hereunder, and will be responsible for rectification of any Defects and/ or maintenance of works carried out by other agencies.

4.8.3 Notwithstanding anything contrary to this Clause 4.8, it will be Contractor's obligation to construct and maintain the Project Works in accordance with this Agreement.

5. STAFF AND LABOUR

5.1 Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.

5.2 Labour Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

5.3 Working Hours

No work shall be carried out on the Site on locally recognised days of rest, or outside the normal working hours as indicated in Contract Data Sheet, unless:

- a) otherwise stated in the Contract,
- b) the Engineer-in-charge gives consent, or
- c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer-in-charge

5.4 Facilities for Staff and Labour

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

- a) The Contractor shall appoint a duly qualified safety officer who shall be stationed at the site from the time the contractor mobilizes. These personnel or a suitable replacement, if required, and for which prior permission of Employer is to be obtained, shall be stationed at site till the end of the contract period.
- b) The Contractor shall provide electricity, water and telephone connections to the site office at his own cost along with other required facilities.
- c) Running expenses of the site office shall be borne by the Contractor.
- d) The contractor shall submit the plan of labour camp stating number of labour occupancy and number of toilets provided along with the photographs of the same. Details about the food arrangement and health measures taken by the contractor keeping in mind the rules and regulations of state and central government as per the current pandemic situation shall be followed for the welfare of labours
- e) The Contractor shall construct the labour camp within 7 days receiving the LOA. The area to establish the labour camp shall be identified and provided by the engineer in charge. The contractor shall not use any part of the project site or any adjoining/nearby site for labour camp or for accommodation/housing of any labour on his own.

5.5 Contractor's Superintendence

Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

Contractor shall appoint a Planning Engineer at project site with computer having M.S. Project/Primavera and CAD facility. The role and purpose of the Engineer shall be mainly to maintain weekly reporting to Employer (besides monthly Progress Report) on an approved format through E-mail facility kept by the Contractor at site. Also, CAD drafting facility is required to incorporate necessary details/variation on drawings or the As-built drawings time - to- time during construction process and to avoid any discrepancies therein.

5.6 Measures against Insects and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect and pest nuisance, and to reduce the dangers to health and general nuisance occasioned by the same. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria and take steps to prevent the formation of the stagnant pools of water. The Contractor shall comply with all the regulations of the local health authorities and shall arrange to spray thoroughly with approved insecticide in all.

5.7 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.

5.8 Burial or Cremation of the Dead

The Contractor shall make all necessary arrangements for the transport, to anyplace as required for burial/cremation, of any of his expatriate employees or members of their families who may die at the works. The Contractor shall also be responsible, to the extent required by local regulations, for making any arrangements with regard to burial/cremation of any of his local employees who may die while engaged upon the Works.

5.9 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country import, sell, gift, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale gift, barter or disposal by Contractor's Personnel. Also, any contractors' personnel shall not be under the influence of the same during the work and in the premises.

5.10 Arms and Ammunition

The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or allow Contractor's personnel to do so.

5.11 Festivals and Religious Customs

The Contractor shall respect the Country's/Locally recognized festivals, days of rest and religious or other customs.

5.12 Foreign Staff and Labour

The Contractor may appoint any personnel who are necessary for the execution of the Works. The contractor must ensure that these personnel are provided with the required residence visas and work permits. The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of imported Contractor's Personnel. The Contractor shall be responsible for such personnel who are to return until they shall have left the Site or, in the case of foreign nationals who have been recruited outside the country, shall have left it.

6. PLANT, MATERIALS AND WORKMANSHIP

6.1 Quality of Materials and Workmanship

The Contractor shall ensure that all the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Employer's Requirements, General Specifications and Standards and Good Industry Practice.

6.2 Quality Control System

The Contractor shall establish a quality control mechanism to ensure compliance with the provisions of this Agreement (the "Quality Assurance Plan" or "QAP").

The Contractor shall, within a week (seven) day of the Appointed Date, submit to the Engineer-in-charge its Quality Assurance Plan which shall include the following:

- a) Organization including Quality Control Manager and Engineers, duties and responsibilities, procedures, inspections and documentation;
- b) quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and proforma for testing and calibration in accordance with the Indian standards, relevant specifications and Good Industry Practice; and
- c) internal quality audit system.

The Contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, electricity, labour, materials, samples, and qualified personnel as are necessary for examining and testing the Project Assets and workmanship in accordance with the Quality Assurance Plan.

The cost of testing of Construction, Materials and workmanship under this clause 6 shall be borne by the Contractor.

As a part of process all materials to be part of permanent works shall be inspected by Contractor along with AITL/PMNC Engineer before dispatch and the contractor to detect any damage after delivery at site.

The Contractor shall not interfere in any way with any existing works, whether the property of the Employer or of a third party, whether or not the position of such works is indicated to the Contractor by the Engineer, except where such interference is specifically described as part of the Works, either in the Contract or in an instruction from the Engineer. He shall also be expected to seek independently the approval from such a 'Third party' in case the need for interference arises. All material shall comply with appropriate Standard Specifications unless otherwise required hereinafter.

The Contractor shall, before placing any order of materials, manufactured articles or machinery for incorporation in the Works, submit for the information to the Engineer the names of the suppliers from whom he proposes to obtain such materials, manufactured articles or machinery, together with a list of the same, giving the origin, quality, weight, quality, weight, strength, description and other relevant details. No materials, manufactured articles or machinery shall be used before passing the quality check and submitted the same to the engineer/employer.

All materials shall be delivered to the Site a sufficient period of time before they are required for use in the Works, to enable the Engineer to take such samples as he may wish for testing and approval.

Notwithstanding the fact that approval has been given to the source of supply, the Engineer may forbid the use of any materials if, upon delivery, they are found to be defective with proper reasoning and checking, or he considers them unsuitable for incorporation in the Works. Such rejected materials shall be removed from the site forthwith.

The Contractor may propose alternative materials of equivalent quality to those specified, and subject to the approval, such materials may be used in the Works.

The Contractor shall have no claim against the Employer in respect of any financial loss which he may suffer as a result of the rejection of any such materials, and he shall also bear the cost of removing them from the Site.

The Engineer shall have the right to inspect materials and plant for the permanent works during the course of manufacture. The Contractor shall arrange for the right of access to manufacturing premises for the Engineer and his staff during normal working hours. The Engineer shall be given sufficient notice by the Contractor to allow him to observe the testing of any materials for the works at the place of manufacture. The Engineer shall also be given the opportunity to inspect any material or plant in their completed state prior to packing for transport to the site.

If requested by the Engineer, the Contractor shall provide to the Engineer copies of orders for the supply of goods or materials required in connection with the works.

Material such as all type of pipes (of all sizes) & other equipment like pump, motor including power equipment like transformers, switch gear, cables, panels etc., all type of valves (of all sizes), flow meters any other materials as per requirements which are supplied by the contractor under this contract are subject to approved Third party inspection. The charges for such inspection shall be paid by the contractor. All the arrangements for inspection i.e. measuring tools, testing equipment and tools, labour required for handling materials during testing etc. shall be made available / arranged by the manufacturer / Vendor / contractor in their premises at their own costs. This cost shall be deemed included in contractor's price bid and nothing extra shall be paid to the said account. If any particular testing facility is not available at the premises / location of Factory, then the test shall be arranged by the factory owner / Vendor at his own cost at other locations / test laboratory. All expenses in this regard shall also have to be borne by the contractor/ manufacturer/vendor /contractor only. If the material inspected fails during test on no fault of the inspecting agency, fees are payable to the inspecting agency for the said inspection and for any further re-inspection of the same material.

The name of the agency for third party inspection shall be informed to Employers Engineer.

If it is subsequently observed that there are defects in the quality of material, the contractor shall replace the material without any extra cost. In addition to third party inspection, the Employers Engineer or his representative may conduct inspection intermittently.

Third Party Inspection Report: The third-party inspection report merely in the certificate form stating that "pipes/valves/specials or any other material inspected are found satisfactory" will not be accepted, but it should be in the form of detailed report stating the parameters checked & observations made with comments of the Inspecting Officer in accordance with the respective Specifications/detailed item wise specifications / as per Tender notice.

AITL has right to appoint a third-party agency to inspect the work that are undertaken by the contractor the details of the same shall be stated in the work order given to that party and it same will be binding the contractor

6.3 Methodology

The Contractor shall, at least 15 (fifteen) days prior to the commencement of the construction, submit to the Engineer-in-charge for review and approval the methodology with detailed risk assessment proposed to be adopted for executing the Works and measures for ensuring safety.

6.4 Inspection and Technical Audit by the Employer

The Employer or any representative authorized by the Employer in this behalf may inspect and review the progress and quality of the construction of Project Works and issue appropriate directions to the Engineer-in-charge and the Contractor for taking remedial action in the event the Works are not in accordance with the provisions of this Agreement.

6.5 External Technical Audit

At any time during construction, the Employer may appoint an external technical auditor to conduct an audit of the quality of the Works. The findings of the audit, to the extent accepted by the Employer, shall be notified to the Contractor and the Engineer-in-charge for taking remedial action in accordance with this Agreement. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit hereunder. Notwithstanding anything contained in this Clause 6.5, the external technical audit shall not affect any obligations of the Contractor or the Engineer-in-charge under this Agreement.

6.6 Inspection of Construction Records

The Employer shall have the right to inspect the records of the Contractor relating to the Works. The Contractor shall hand over to the MITL\Employer's Engineer a copy of all its quality control records and documents before the Completion Certificate is issued.

6.7 Inspection

The Engineer-in-charge and its authorized representative shall at all reasonable times:

- a) have full access to all parts of the Site and to all places from which natural Materials are being obtained for use in the Works; and
- b) during production, manufacture and construction at the Site and at the place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

The Contractor shall give the Engineer-in-charge and its authorized agents access, facilities and safety equipment for carrying out their obligations under this Agreement.

For the avoidance of doubt, such inspection or submission of Inspection Report by the Engineer-in-charge shall not relieve or absolve the Contractor of its obligations and liabilities under this Agreement in any manner whatsoever.

6.8 Samples

The Contractor shall submit the following samples of Materials and relevant information to the Engineer-in-charge for pre-construction review:

- a) manufacturer's test reports and standard samples of manufactured Materials; and
- b) samples of such other Materials as the Engineer-in-charge may require.

6.9 Tests

For determining that the Works conform to the Specifications and Standards, the Engineer-in-charge shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement, and in accordance with Good Industry Practice for quality assurance. The test checks by the Engineer-in-charge shall comprise at least 20 (twenty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.

In the event that results of any tests conducted under this Clause 6.9 establish any Defects or deficiencies in the Works, the Contractor shall carry out remedial measures and furnish a report to the Engineer-in-charge in this behalf. The Engineer-in-charge shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the Works into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications and Standards. For the avoidance of doubt, the cost of such tests and remedial measures in pursuance thereof shall be solely borne by the Contractor.

6.10 Examination of Work Before Covering Up

In respect of the work which the Engineer-in-charge is entitled to examine, inspect, measure and/or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Engineer-in-charge whenever any such work is ready and before it is covered up.

The Engineer-in-charge shall then either carry out the examination, inspection or testing without unreasonable delay. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, then Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3 (three) business days' notice, to the Engineer-in-charge to conduct its inspection, measurement or test while the work is continuing.

Provided further that in the event the Contractor receives no response from the Engineer-in-charge within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Engineer-in-charge, the Contractor shall be entitled to assume that the Engineer-in-charge would not undertake the said inspection.

6.11 Rejection

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Engineer-in-charge shall reject the Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons with approval of AITL management. The Contractor shall then promptly make good the Defect and ensure that the rejected item complies with the requirements of this Agreement.

If the Engineer-in-charge requires the Plant, Materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions, as applicable in each case. If the rejection and retesting cause the Employer to incur any additional costs, such cost shall be

recoverable by the Employer from the Contractor; and may be deducted by the Employer from any monies due to be paid to the Contractor.

6.12 Remedial work

Notwithstanding any previous test or certification, the Engineer-in-charge may instruct the Contractor to:

- a) remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement;
- b) remove and re-execute any work which is not in accordance with the provisions of this Agreement, Good For Construction (GFC) Drawings and the Technical Specification and applicable Standards; and
- c) Execute any work which is urgently required for the safety of the Project Works, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of Clause 13 shall apply.

If the Contractor fails to comply with the instructions issued by the Engineer-in-charge under this Clause 6.12.1, within the time specified in the Engineer-in-charge's notice or as mutually agreed, the Engineer-in-charge may advise the Employer to have the work executed by another agency. The cost so incurred by the Employer for undertaking such work shall, without prejudice to the rights of the Employer to recover Damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the Employer from any monies due to be paid to the Contractor.

6.13 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- a) natural Materials obtained from outside the Site, and
- b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.
- c) Any bill which have been submitted for payment where it needs the royalty to be paid to the government. While submitting the subsequent Running account bill the contractor shall furnish/submit the receipt/challan of royalty paid to the respective authority.

6.14 Suspension of unsafe Construction Works

Upon recommendation of the Engineer-in-charge to this effect by giving intimation to the employer, the Employer may by notice require the Contractor to suspend forthwith the whole or any part of the Works if, in the reasonable opinion of the Engineer-in-charge, such work threatens the safety of the Users and pedestrians.

The Contractor shall, pursuant to the notice under this Clause 6.15.1, suspend the Works or any part thereof for such time and in such manner as may be specified by the Employer and thereupon carry out remedial measures to secure the safety of suspended works, the Users and pedestrians. The Contractor may by notice require the Engineer-in-charge to inspect such remedial measures forthwith and make a report to the Employer recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Engineer-in-charge, the Employer shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Employer, and the procedure set forth in this Clause 6.15.1, shall be repeated until the suspension hereunder is revoked.

Subject to the provisions of Clause 13 [Force Majeure], all reasonable costs incurred for maintaining and protecting the Works or part thereof during the period of suspension (the

“Preservation Costs”), shall be borne by the Contractor; provided that if the suspension has occurred as a result of any breach of this Agreement by the Employer, the Preservation Costs shall be borne by the Employer.

If suspension of Works is for reasons not attributable to the Contractor, the Engineer-in-charge shall determine any Time Extension to which the Contractor is reasonably entitled.

7.0 COMMENCEMENT, DELAYS AND SUSPENSION

7.1 Commencement of Work

The commencement date shall be within the time specified in the Contract Data Sheet.

7.2 Time for Completion

The commencement date shall be within the time specified in the Contract Data Sheet.

The Contractor shall complete the whole of the Works, and each Section complete in itself (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- a) achieving the passing of the Tests on Completion, and
- b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking over.

7.3 Delay Damages

7.3.1 If the Contractor fails to comply with time for completion of project, the Contractor shall subject to penalty as specified per delay damages to the Employer for this default. These delay damages shall be the sum stated in the Contract Data Sheet, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages as stated in the Contract Data Sheet.

7.3.2 These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

7.4 Tests on Completion

7.4.1 At least 15 (fifteen) days prior to the likely completion of the Project Works, or a Section thereof, the Contractor shall notify the Engineer-in-charge of its intent to subject the Project Works or a Section thereof, to Tests. The date and time of each of the Tests shall be determined by the Contractor in consultation with the Engineer-in-charge and notified to the Employer who may designate its representative to witness the Tests.

7.4.2 Contractor shall submit the testing plan and procedure for Engineer-in-charge's approval one months before the scheduled tests.

7.4.3 Provisioning of all electricity, equipment, fuel, instruments, labour, materials, water and suitably qualified and experienced staff for the execution of works shall be made available by the Contractor.

7.4.4 Contractor shall carry out the tests properly and maintain formal test records of start, duration, finish, test pressure, witness along with weather conditions and observations.

7.4.5 The Engineer-in-charge shall witness, observe, monitor and review the Tests conducted by the Contractor and review the results of the Tests to determine compliance of the Project Works or a Section thereof, with Specifications and Standards and submit the report to the management.

7.4.6 If it is reasonably anticipated or determined by the Engineer-in-charge during the course of any Test that the performance of the Project Works or Section or any part thereof, does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Contractor to remedy and rectify the Defect or deficiencies.

7.4.7 For the avoidance of doubt, it is expressly agreed that the Engineer-in-charge may require the Contractor to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Works or Section thereof with the Specifications and Standards.

7.5 Delayed Tests

7.5.1 If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer. All tests shall be carried out at Govt Labs in the state of Maharashtra

7.5.2 If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

7.6 Retesting

7.6.1 If the Works, or a Section, fail to pass the Tests on Completion, the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

7.7 Failure to Pass Tests on Completion

7.7.1 In the event Tests on Completion demonstrate that the Work has failed to pass Tests on Completion, the Contractor shall have 3 months from the date of expiry of the relevant Time for Completion (unless such period is extended in accordance with this Contract) to achieve Required Output Standards or, at a minimum, the minimum permissible Output Standards from the facilities.

7.7.2 If the Works, or a Section, again fail to pass the Tests on Completion repeated under Clause 7.7 [Retesting], the Engineer shall be entitled to:

a) order further repetition of Tests on Completion.

b) reject the Works or Section (as the case may be) if the failure deprives the Employer of substantially the whole benefit of the Works or Section.

7.8 Liquidated Damages

7.8.1 In the event that the Works fail to pass any or all of the Tests on Completion as defined in Technical Specifications and applicable standards, then the Employer shall levy Liquidated Damages, based on the extent of such failure, in accordance with the following formulae, subject to the condition that the total amount of Delay Damages for Works and/or Liquidated Damages for failure to pass the Tests on Completion shall not exceed the Maximum Amount of Delay Damages as defined in this Contract Data Sheet.

8.0 EMPLOYER'S TAKING OVER

8.1 Taking Over

"Taking Over" shall not mean physical taking over of the works by the Employer. The Employer shall be deemed to have taken over the Works on the date when the commissioning of the scheme after the trial run and the Tests on Completion would have been completed and duly informed so by the Contractor to the Employer in writing unless refuted by the Employer within 14 days. Also, post SITC the contractor shall handover the same to MSEDCL/MSETCL and completion/taking over certificate received from MSETCL/MSEDCL.

9. CONTRACT PRICE AND PAYMENT

9.1 The Contract Price

9.1.1 Payment for the Works shall be made on a lump sum basis according to below major work categories as follows:

1. Design and documentation, including all necessary Designs and documentation required for the Works;
2. Civil works, Installation, Testing, Commissioning and other services required for the different plant components in accordance with the payment units as set out in the Schedule of Prices and/or as proposed by the Contractor and approved by the Engineer;
3. Plant and Equipment, whether manufactured or fabricated outside or within the Employer's country, including supply of all electrical and instrumentation equipment, etc., for the different plant components according to the payment units as set out in the Schedule of Prices and/or as proposed by the Contractor and approved by the Engineer; and

9.1.2 The Contract Price shall be adjusted for changes in the cost of labour and materials in accordance with the provisions of Clause 9.2 [Adjustments for Changes in Cost];

9.1.3 The Contractor shall pay all the duties, fees and taxes including GST in consequence of his obligations under the Contract, and the Contract Price shall not be adjusted for such costs, except as stated in Clause 9.2 [Adjustments for Changes in Legislation];

9.1.4 Any quantities which may be set out in the Schedule are only estimated quantities and are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfilment of his obligations under the Contract. The Contractor is responsible to assess the exact requirements and quantities for all items for the purpose of quoting his rates, and no variation in rates will be allowed on account of any variation in the estimated quantities unless specifically provided elsewhere in the Bid Document.

9.1.5 Any quantities, prices or rates of payment per unit quantity which may be set out in the Schedule are only to be used for the purposes stated in the Schedule and may be inapplicable for other purposes.

9.1.6 The cost of any taxes incurred in India on the supply of Plant and equipment listed under specific Schedules of Schedule of Prices, whether manufactured or fabricated outside or within the Employer's country, shall be reimbursed at actual cost, not at the estimated cost listed in the Schedule of Prices."

9.1.7 Progressive payments shall be made for the work completed by the Contractor in accordance with the provisions of Clause 10.2 [Payment Schedule for Interim Valuation]."

9.2 Application for Interim Payment Certificates

9.2.1 Prior to commencing construction of the Works, the Contractor shall submit a Bill of Principal Quantities of the Permanent Works (here in referred as "BPQPW") including provision for construction, installation, testing, trial run and commissioning together with such supporting information and calculations as the Engineer may reasonably require.

- 9.2.2 The BPQPW shall include the anticipated final quantities of the principal items of Permanent Works, which shall have been priced using all-in rates such that the total amount equals the Accepted Contract Amount.
- 9.2.3 The BPQPW shall not contain priced items for design (other than as may be specified in the Schedule of Prices) or for Temporary Works; the value of each element of such work, and of any other work elements not described in the BPQPW, shall each be included in the rates for Permanent Works to be constructed after such element is carried out.
- 9.2.4 The BPQPW shall be subject to the approval of the Engineer, who may require the Contractor to revise and reissue the BPQPW at any time before taking-over to reflect Variations or if the Engineer determines that the BPQPW will not fully represent the Permanent Works at taking-over. If the total amount of the BPQPW at any time differs from the Contract Price, the Contract Price shall prevail. During the Time for Completion of Part 1 - of the Works, the Contract Price for the purpose of sub-paragraph (a) of Clause 10.3 [Application for Interim Payment Certificates] shall not exceed the amount calculated from the current BPQPW, based on the quantities of Permanent Works which have been constructed in accordance with the Contract. The Contractor's interim statement shall be in the same form as that of the current BPQPW and shall be accompanied by the Contractor's signed statement that the current BPQPW attached thereto (including anticipated final quantities) and the as-constructed quantities are all correct; each such statement shall also be accompanied by a Construction Certificate, signed by the Contractor's Representative, certifying that the part of the Works constructed to date complies with the Contract. However, the Contractor may propose such lesser amount as is reasonable, supported with appropriate calculation on a similar basis to the procedure described in this Sub-Clause.

The contractor will be eligible for interim progressive payment on quarterly basis after successful completion of any activity described and satisfactory performance of the Contractor's obligations under the Contract as per mutually agreed milestones. However, the progressive quarterly payments after the completion of any activity as per milestone shall be done up to the limits indicated in the Table No.1.

Sr.No	Head	Percentage %	Remarks
A	Submission of Design and Drawings	5%	
B	Supply of material at site (Supply, Transportation and Testing at site) as per the activity	50%	
C	Execution of works (Includes Survey, excavation, laying, reinstatement of trench, Installation, Testing and commissioning) as per activity	30%	
D	Handing over asset to MITL with all reports	10%	
E	3 months after successful handover of asset	5%	

Table 1: Schedule of Interim Progressive Payment

9.3 Application of Interim Payments

For payments relating to Works, the Contractor shall submit a statement in Two (2) copies to the Engineer after the end of each month, in a form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled together with supporting documents which shall include the detailed report on the progress of commissioned during the month in accordance with Clause 3.10 [Progress Reports].

The statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

1. the estimated contract value, at base rates and prices, of the Contractor's Documents produced and the Works (including Variations) executed up to the end of the month.
2. any amounts to be added and deducted for changes in cost in accordance with Clause 9.2 [Adjustments of Changes in Cost];
3. any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Contract Data Sheet to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Contract Data Sheet;
4. any amounts to be added and deducted for the advance payments and repayments in accordance with Clause 10.4 [Advance Payment];
5. any other additions or deductions which may have become due in accordance with the Contract (including those under Clause 15 [Claims, Disputes and Arbitration]), other than under Sub-Clause 7.3 [Delay Damages]; and
6. the deduction of the amounts certified in all previous Interim Payment Certificates

9.4 Payment

9.4.1 The Employer shall pay to the Contractor:

1. the amount certified in each Interim Payment Certificate within 30 days from the date on which the Engineer receives the Statement and supporting documents; and
2. the amount certified in the Final Payment Certificate within 60 days from the date of issue of the Certificate.

Payments shall be made in Indian Rupees, into a bank account nominated by the Contractor, in India.

9.5 Currencies of Payment

The currency of account shall be the Local Currency i.e. INR (Indian National Rupees) and all payments made in accordance with the Contract shall be in Local Currency.

9.6 Change in laws

- 9.6.1 The Contract Price is subject to adjustment for any increase or decrease in Cost due to any significant change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) made after the date of issue of Letter of Award, which affect the Contractor in the performance of obligations under the Contract.
- 9.6.2 If as a result of Change in Law, the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in cost, notify the Employer with a copy to the Engineer-in-charge of such additional cost due to Change in Law. If as a result of Change in Law, the Contractor benefits from any reduction in costs for the execution of this Agreement or in accordance with the provisions of this Agreement, either Party shall, within 15 (fifteen) days from the date it becomes reasonably aware of such reduction in cost, notify the other Party with a copy to the Engineer-in-charge of such reduction in cost due to Change in Law. The Engineer-in-charge shall, within 30 (thirty) days from the date of receipt of the notice from the Contractor or the Employer, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law.

10.TERMINATION

10.1 Corrupt or Fraudulent Practices

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Contractor, in the case if the Contractor, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practice among contractors (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

10.2 Notice to Correct

If the Contractor fails to carry out any obligation under the Contract, the Engineer may issue a notice to the Contractor to make good the failure and to remedy it within a specified reasonable time

10.3 Termination for Contractor Default

10.3.1 The Employer shall be entitled to terminate the Contract under any of the following conditions:

1. the Contractor fails to provide, extend or replenish, as the case may be complying with Clause 3.2 [Performance Security] or take adequate action as per notice under Clause 10.2 [Notice to Correct]
2. the Contractor abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
3. the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the project schedule approved by Employer, subject to any Time Extension, and continues to be in default for 45 (forty-five) days;
4. the Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Engineer-in-charge;
5. the Contractor subcontracts the whole or any part of the Works or assigns the Contract or the Maintenance without prior consent of the Engineer-in-charge;
6. the Contractor becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events
7. the Contractor creates any Encumbrance in breach of this Agreement;

8. the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Employer, a Material Adverse Effect;
 9. any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false or the Contractor is at any time hereafter found to be in breach thereof;
 10. the Contractor submits to the Employer any statement, notice or other document, in written or electronic form, which has a material effect on the Employer's rights, obligations or interests and which is false in material particulars;
 11. the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement;
 12. the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Employer.
- 10.3.2 Save as otherwise provided in this Agreement, in the event that any of the defaults specified above shall have occurred, the Contractor shall be deemed to be in default of this Agreement (the "Contractor Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Employer or due to Force Majeure.
- 10.3.3 Without prejudice to any other rights or remedies which the Employer may have under this Agreement, upon occurrence of a Contractor Default, the Employer shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Employer shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

10.4 Termination for Employer Default

- 10.4.1 In the event that any of the defaults specified below shall have occurred, and the Employer fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Employer shall be deemed to be in default of this Agreement (the "Employer Default") unless the default has occurred as a result of any breach of this Agreement by the Contractor or due to Force Majeure. The defaults referred to herein shall include:
- a) the Employer has failed to make payment of any amount due and payable to the Contractor within the period specified in this Agreement;
 - b) the Employer has failed to provide, within a period of 180 (one hundred and eighty) days from the Award Date, the environmental clearances required for construction of the Project Works;
 - c) the Employer repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or
 - d) the Engineer-in-charge fails to issue the relevant Interim Payment Certificate within 60 (sixty) days after receiving a statement and supporting documents.

Without prejudice to any other right or remedy which the Contractor may have under this Agreement, upon occurrence of an Employer's Default, the Contractor shall be entitled to terminate this Agreement by issuing a Termination Notice to the Employer; provided that

before issuing the Termination Notice, the Contractor shall by a notice inform the Employer of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Employer to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

10.5 Termination for Employer's Convenience

- 10.5.1 Notwithstanding anything stated herein above, the Employer may terminate this Agreement for convenience. The termination shall take effect 30 (thirty) days from the date of notice hereunder.

10.6 Requirements after Termination

- 10.6.1 Upon Termination of this Agreement Contractor shall deliver to the Employer all Plant and Materials which shall have become the property of the Employer.
- 10.6.2 After termination of this Agreement for Contractor Default, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Materials, Plant and Equipment, drawings and other design documents made by or on behalf of the Contractor.
- 10.6.3 Upon Termination of this Agreement for Contractor Default, the Contractor shall then vacate the Site within one week and deliver any required Goods, all Contractor's Documents and other design documents (including all relevant records, reports, Intellectual Property and other licenses pertaining to the Works, Maintenance, other design documents and in case of Termination occurring after the Provisional Certificate has been issued, the "as built" Drawings for the Works) made by or for him, to the Engineer-in-charge. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works. The contractor shall transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Law.
- 10.6.4 Upon Termination of this Agreement for Contractor Default, the Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

10.7 Valuation of Unpaid Works

- 10.7.1 After a notice of termination under Clause 10.3 Termination for Contractor Default], the Employer may:
- a) Within a period of 45 (forty-five) days after Termination under applicable sub-clauses of clause 10, as the case may be, the Engineer-in-charge shall proceed in accordance with Clause 2.5 [Determination by the Employer's Engineer] to determine as follows the valuation of unpaid Works (the "Valuation of Unpaid Works"):
 - b) value of the completed stage of the Works, less payments already made;
 - c) reasonable value of the partially completed stages of works as on the date of Termination, only if such works conform with the Specifications and Standards; and
 - d) value of Maintenance, if any, for completed months, less payments already made, and shall adjust from the sum thereof (i) any other amounts payable or recoverable, as the case may be,

in accordance with the provisions of this Agreement; and (ii) all taxes due to be deducted at source.

The Valuation of Unpaid Works shall be communicated to the Employer, with a copy to the Contractor, within a period of 45 (forty five) days from the date of Termination.

10.8 Termination Payment

10.8.1 Upon Termination on account of Contractor's Default under Clause 10.3, the Employer shall:

- a) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works.
- b) encash and appropriate the Performance Security and Retention Money, or in the event the Contractor has failed to replenish or extend the Performance Security
- c) encash and appropriate the bank guarantee, if any, for and in respect of the outstanding liquidated and interest thereon; and pay to the Contractor, by way of Termination Payment, an amount equivalent to the Valuation of Unpaid Works after adjusting any other sums payable or recoverable, as the case may be, in accordance with the provisions of this Agreement.

10.8.2 Upon Termination on account of an Employer Default under Clause 10.4[Termination for Employer Default] or Clause 10.5 [Termination for Employer's Convenience for Employer's convenience], the Employer shall:

- a) return the Performance Security and Retention Money forthwith;
- b) encash and appropriate the bank guarantee, if any, for and in respect of the outstanding Advance Payment; and
- c) pay to the Contractor, by way of Termination Payment, an amount equal to:
 - i. Valuation of Unpaid Works;
 - ii. the reasonable cost, as determined by the Engineer-in-charge, of the Plant and Materials procured by the Contractor and transferred to the Employer for its use, only if such Plant and Materials are in conformity with the Specifications and Standards;
 - iii. the reasonable cost of temporary works, as determined by the Engineer-in-charge; and

Termination Payment shall become due and payable to the Contractor within 45 (forty five) days of a demand being made by the Contractor to the Employer with the necessary particulars. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Employer of its payment obligations in respect thereof hereunder.

The Contractor expressly agrees that Termination Payment under this Clause 10.8 shall constitute a full and final settlement of all claims of the Contractor on account of Termination of this Agreement and that it shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

10.9 Other Rights and Obligations of the Parties

Upon Termination for any reason whatsoever

- a) property and ownership in all Materials, Plant and Works and the Project Works shall, as between the Contractor and the Employer, vest in the Employer in whole; provided that the foregoing shall be without prejudice to Clause 10.8 [Termination Payment]
- b) risk of loss or damage to any Materials, Plant or Works and the care and custody thereof shall pass from the Contractor to the Employer; and
- c) the Employer shall be entitled to restrain the Contractor and any person claiming through or under the Agreement from entering upon the Site or any part of the Project except for taking possession of materials, stores, implements, construction plants and equipment of the Contractor, which have not been vested in the Employer in accordance with the provisions of this Agreement.

10.10 Survival of Rights

Notwithstanding anything to the contrary contained in this Agreement any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or Agreement. All rights and obligations of either Party under this Agreement, including Termination Payments, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

11. RISK AND RESPONSIBILITY

11.1 General indemnity

The Contractor will indemnify, defend, save and hold harmless the Employer and its officers, servants, agents, Government Instrumentality and Government owned and/or controlled entities/enterprises, (the “Employer Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Employer Indemnified Persons.

11.2 Indemnity by the Contractor

Without limiting the generality of Clause 11 [Risk and Responsibility], the Contractor shall fully indemnify, hold harmless and defend the Employer and the Employer Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor’s design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer’s Personnel, or any of their respective agents, and
- b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:
 - i. arises out of or in the course of or by reason of the Contractor’s design (if any), the execution and completion of the Works and the remedying of any defects, and
 - ii. is attributable to any negligence, wilful act or breach of the Contract by the Contractor, the Contractor’s Personnel, their respective agents, or anyone directly or indirectly employed by any of them
- c) failure of the Contractor to comply with Applicable Laws and Applicable Permits;
- d) payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or
- e) non-payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.
- f) any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Contractor or by the Sub-contractors in performing the Contractor’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order

or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project Works, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the Employer a license, at no cost to the Employer, authorizing continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non- infringing.

11.3 Indemnity by the Employer

- 11.3.1 The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover as described in relevant sub-clauses of Clause 12 [Insurance].

11.4 Notice and contest of claims

- 11.4.1 In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Clause 11 [Risk and Responsibility], (the "Indemnified Party") it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

11.5 Defense of claims

The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Clause 11 [Risk and Responsibility], the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

If the Indemnifying Party has exercised its rights under Clause 11.4 [Notice and contest of claims], the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

If the Indemnifying Party exercises its rights under Clause 11.4 [Notice and contest of claims], the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party; or
- b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action; or
- c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 11.4 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defense of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

11.6 Limitation of Liability

- 11.6.1 Notwithstanding anything to the contrary contained in this Clause 11 [Risk and Responsibility], neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract.
- 11.6.2 The total liability of the Contractor to the Employer, under or in connection with the Contract shall not exceed the sum stated in the Contract Data Sheet.
- 11.6.3 This Clause 11.6 [Limitation of Liability] shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

12. INSURANCE

12.1 Insurance for Works and Maintenance

- 12.1.1 The contractor shall obtain insurance policy from Directorate of insurance, Govt of Maharashtra a State Government owned Insurance Company. The Contractor shall effect and maintain at its own cost the insurances specified in Clause 12 and as per the requirements under the Applicable Laws.
- 12.1.2 Subject to the relevant provisions of Clause 13 [Force Majeure], the Employer and the Contractor shall, in accordance with its obligations as provided for in this Agreement, be liable to bear the cost of any loss or damage that does not fall within the scope of this Clause 12 [Insurance] or cannot be recovered from the insurers.
- 12.1.3 Subject to the exceptions specified in Clause 12.1.4 below, the Contractor shall, save and except as provided for in this Agreement, fully indemnify, hold harmless and defend the Employer from and against any and all losses, damages, costs, charges and/or claims with respect to:
- a) the death of or injury to any person; or
 - b) the loss of or damage to any property (other than the Works);
- That may arise out of or in consequence of any breach by the Contractor of this Agreement during the execution of the Works or the remedying of any Defects therein.
- 12.1.4 Notwithstanding anything stated above in Clause 12.1.3, the Employer shall fully indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims arising out of or with respect to
- a) the use or occupation of land or any part thereof by the Employer;
 - b) the right of the Employer to execute the Works, or any part thereof, on, over, under, in or through any land;
 - c) the damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any Defects therein, in accordance with this Agreement; and
 - d) the death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, its agents, servants or other contractors, not being employed by the Contractor Provided that, in the event of any injury or damage as a result of the contributory negligence of the Contractor, the Employer shall be liable to indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims to the extent as may be proportionately determined to be the liability of the Employer, its servants or agents or other contractors not associated with the Contractor in such injury or damage.
- 12.1.5 Without prejudice to the obligations of the Parties as specified under Clauses 12.1.3 and 13.1.4, the Contractor shall maintain or effect such third party insurances as may be required under the Applicable Laws.
- 12.1.6 The Contractor shall provide to the Employer, within 30 days of the Appointed Date, evidence of professional liability insurance maintained by its Project Manager and/or consultants to cover the risk of professional negligence in the design of Works.

The professional liability coverage shall be for a sum of not less than 3% (three per cent) of the Contract Price and shall be maintained until the end of the Defects Liability Period.

12.2 Insurance for Works and Contractor's Equipment

12.2.1 The Contractor shall effect and maintain at its own cost, from the Date of Letter of Award till the date of issue of the last Completion Certificate, the following insurances for a minimum amount as indicated in the Contract Data Sheet for any loss or damage occurring on account of Force Majeure event 1, malicious act, accidental damage, explosion, fire and terrorism:

- a) insurance of Works, Plant and Materials, replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature; and
- b) Insurance for the Contractor's equipment and Documents brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

12.2.2 The insurance under Clause 12.2 above shall cover the employer and the contractor against all loss or damage from whatsoever cause arising other than risks which are not insurable at commercial terms.

"All risks of loss including theft of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the Exceptional Risks are the responsibility of the Contractor. Any loss not insured or not recovered (including policy excesses etc.) from insurers shall be borne by the Contractor. All insurances shall be in the joint name of contractor and the Employer. The contractor shall maintain a Contractors All Risk Policy (CAR) for the entire duration of the contract including DLP period for the entire facility" The Contractor shall also take additional covers (Add-On covers) insurance like Third Party Liability, Surrounding properties, Clearance and Removal of debris, Cross liability, Express Freight, Extended Maintenance Cover up to Final Takeover, etc. The sum insured for such Add-On covers shall be decided by the CONTRACTOR based on his assessment and risk involved in the contract. Risks to be covered by insurance shall not be limited merely to the items mentioned above. The CONTRACTOR shall arrange for insurance of any other risks he may deem prudent, but the expenses thereof shall be to the account of the contractor only full plant. If necessary, Transit and storage (all risks) insurance coverage for additional transit involved for sending equipment/material to Sub-Contractor/Fabricator's shop for fabrication/ reprocessing and receiving back at site shall be taken.

The Contractor shall, save and except as provided for in this Agreement, fully indemnify, hold harmless and defend the Employer from and against any and all losses, damages, costs, charges and/or claims with respect to:

- (a) the death of or injury to any person; or
- (b) the loss of or damage to any property (other than the Works);

That may arise out of or in consequence of any breach by the Contractor of this Agreement during the execution of the Works or the remedying of any Defects therein.

Notwithstanding anything stated in above Clause, the Employer shall fully indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims arising out of or with respect to

- (a) the use or occupation of land or any part thereof by the Employer;
- (b) the right of the Employer to execute the Works, or any part thereof, on, over, under, in or through any land;
- (c) the damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any Defects therein, in accordance with this Agreement; and
- (d) the death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, its agents, servants or other contractors, not being employed by the Contractor Provided that, in the event of any injury or damage as a result of the contributory negligence of the Contractor, the Employer shall be liable to indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims to the extent as may be proportionately determined to be the liability of the Employer, its servants or agents or other contractors not associated with the Contractor in such injury or damage.

Without prejudice to the obligations of the Parties as specified under above Clauses, the Contractor shall maintain or effect such third party insurances as may be required under the Applicable Laws.

The Contractor shall provide to the Employer, within 30 days of the Letter of Award, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability coverage shall be for a sum of not less than 3% (three per cent) of the Contract Price and shall be maintained until the end of the Defects Liability Period.

12.3 Insurance for Contractor's Defects Liability

The Contractor shall effect and maintain Insurance cover for the works from the date of issue of the Completion Certificate until the end of the Defects Liability Period for any loss or damage for which the Contractor is liable and arises from a cause occurring prior to the issue of Completion Certificate. The Contractor shall also maintain other insurances for maximum sums as may be required under the Applicable Laws and in accordance with Good Industry Practice.

12.4 Insurance to be in Joint Names

The Insurance under headings 12.2 and 12.3 above shall be in the joint names of the Contractor and the Employer.

12.5 Notice to the Employer

No later than 15 (fifteen) days after the date of this Agreement, the Contractor shall by notice furnish to the Employer, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Clause 12 [Insurance]. Within 15 (fifteen) days of receipt of such notice, the Employer may require the Contractor to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event

of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

12.6 Evidence of Insurance Cover

All insurances obtained by the Contractor in accordance with this Clause 12 [Insurance] shall be maintained with insurers on terms consistent with Good Industry Practice. Within 10 (ten) days from the Letter of Award, the Contractor shall furnish to the Employer notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Contractor to the Employer. The Contractor shall act in accordance with the directions of the Employer. Provided that the Contractor shall produce to the Employer the insurance policies in force and the receipts for payment of the current premium. The Contractor shall ensure the adequacy of the insurances at all times in accordance with the provisions of this Agreement.

12.7 Remedy for failure to insure

If the Contractor shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Employer shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the Contractor, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Contractor.

12.8 Waiver of Subrogation

All insurance policies in respect of the insurance obtained by the Contractor pursuant to this Clause 12 [Insurance] shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Employer, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

12.9 Contractor's Waiver

The Contractor hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Employer and its assigns, undertakings and their subsidiaries, Affiliates, employees, successors, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Contractor pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

12.10 Cross liabilities

Any such insurance maintained or effected in pursuance of this Clause 12 [Insurance] shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separately insured.

12.11 Accident or Injury to Workmen

Notwithstanding anything stated in this Agreement, it is hereby expressly agreed between the Parties that the Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or Sub-contractor, save and except as for death or injury resulting from any act, omission or default of the Employer, its agents or servants. The Contractor shall indemnify and keep indemnified the Employer from and against all such claims, proceedings, damages, costs, charges, and expenses whatsoever in respect of the above save and except for those acts, omissions or defaults for which the Employer shall be liable.

12.12 Insurance against Accident to Workmen

The Contractor shall effect and maintain during the Agreement such insurances as may be required to insure the Contractor's personnel and any other persons employed by it on the Project Site from and against any liability incurred in pursuance of this Clause 12 [Insurance]. Provided that for the purposes of this Clause 12.12, the Contractor's personnel/any person employed by the Contractor shall include the Sub-contractor and its personnel. It is further provided that, in respect of any persons employed by any Sub-contractor, the Contractor's obligations to insure as aforesaid under this Clause shall be discharged if the Sub-contractor shall have insured against any liability in respect of such persons in such manner that the Employer is indemnified under the policy. The Contractor shall require such Sub-contractor to produce before the Employer, within 2 days of appointment with the policy of insurance and the receipt for payment of the current premium within 10 (ten) days of such demand being made by the Employer.

12.13 Application of Insurance Proceeds

The proceeds from all insurance claims, except for life and injury, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project Works and the provisions of this Agreement in respect of construction of works shall apply mutatis mutandis to the works undertaken out of the proceeds of insurance.

12.14 Compliance with Policy Conditions

Each Party hereby expressly agrees to fully indemnify the other Party from and against all losses and claims arising from its failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

13. FORCE MAJEURE

13.1 Force Majeure

As used in this Agreement, the expression “**Force Majeure**” or “**Force Majeure Event**” shall mean occurrence in India of any or all of Force Majeure Event1 , Force Majeure Event 2 as defined in Clauses 13.2, 13.3 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “Affected Party”) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

13.2 Force Majeure Event 1

A Event shall mean one or more of the following acts or events:

- a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- b) strikes or boycotts (other than those involving the Contractor, Subcontractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project works for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 10 (ten) days in an Accounting Year, and not being an Event set forth in Clause 13.3;
- c) any failure or delay of a Sub-contractor but only to the extent caused by another Non-Event stated above;
- d) any judgement or order of any court of competent jurisdiction or statutory Employer made against the Contractor in any proceedings for reasons other than (i) failure of the Contractor to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Employer;
- e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection;

13.3 Force Majeure Event 2

An Event shall mean one or more of the following acts or events:

- a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 10 (ten) days in an Accounting Year;

- c) any civil commotion, boycott or political agitation which prevents construction of the Project Works by the Contractor for an aggregate period exceeding 10 (ten) days in an Accounting Year;
- d) any failure or delay of a Sub-contractor to the extent caused by any Event stated above;

13.4 Duty to Report Force Majeure Event

13.4.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 13 [Force Majeure] with evidence in support thereof;
- b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d) any other information relevant to the Affected Party's claim.

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 10 (ten) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 13.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

13.5 Effect of Force Majeure Event on the Agreement

Upon the occurrence of any Force Majeure after the Letter of Award, the costs incurred and attributable to such event and directly relating to this Agreement (the "**Force Majeure costs**") shall be allocated and paid as follows:

- a) upon occurrence of a Force majeure Event 1, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof;
- b) upon occurrence of an Force majeure Event 2, all Force Majeure costs attributable to such Force majeure Event 2, and not exceeding the Insurance Cover for such Event, shall be borne by the Contractor, and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Employer to the Contractor for the Force Majeure events; and

For the avoidance of doubt, Force Majeure costs may include costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the Contractor.

Save and except as expressly provided in this Clause 13 [Force Majeure], neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost,

expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

Upon the occurrence of any Force Majeure Event during the Construction Period, the Project Completion Schedule for and in respect of the affected Works shall be extended on a day for day basis for such period as performance of the Contractor's obligations is affected on account of the Force Majeure Event or its subsisting effects.

13.6 **Termination Notice for Force Majeure Event**

If a Force Majeure Event subsists for a period of 60 (sixty) days or more within a continuous period of 120 (one hundred and twenty) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Clause 13 [Force Majeure], and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

13.7 **Termination Payment for Force Majeure Event**

In the event of this Agreement being terminated on account of a Force Majeure Event 1, the Termination Payment shall be an amount equal to the sum payable under Clause 10.7 [Valuation of Unpaid Works].

Provided that in the event Termination occurs during the Maintenance Period, the Employer's Engineer shall only determine the value of Works associated with Maintenance.

If Termination is on account of an Force Majeure Event 2, the Termination Payment shall include:

- a) any sums due and payable under Clause 10.7 [Valuation of Unpaid Works]; and
- b) the reasonable cost, as determined by the Employer's Engineer, of the Plant and Materials procured by the Contractor and transferred to the Employer for use in Construction or Maintenance, only if such Plant and Materials are in conformity with the Specifications and Standards;

13.8 **Dispute Resolution**

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

13.9 **Excuse from Performance of Obligations**

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of

its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

14.0 CLAIMS, DISPUTES AND ARBITRATION

14.1 Dispute Resolution

14.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 14.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

14.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Employer’s Engineer, or such other person as the Parties may mutually agree upon (the “Conciliator”) to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the Managing Director of the Employer and the Chairman of the Board of Directors of the Contractor for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) business day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 14.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 14.3.

14.3 Arbitration

14.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 14.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 14.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration Act. The venue of such arbitration shall be [Mumbai], and the language of arbitration proceedings shall be English.

14.3.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

- 14.3.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 14 [Claims, Disputes And Arbitration] shall be final and binding on the Parties as from the date it is made, and the Contractor and the Employer agree and undertake to carry out such Award without delay.
- 14.3.4 The Contractor and the Employer agree that an Award may be enforced against the Contractor and/or the Employer, as the case may be, and their respective assets wherever situated.
- 14.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
- 14.3.6 In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law, it shall make an interim payment to the other Party for an amount equal to 75% (seventy-five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120 % (one hundred and twenty per cent) of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of 10% (ten per cent) per annum from the date of interim payment to the date of final settlement of such balance.

14.4 **Adjudication by Regulatory Employer, Tribunal or Commission**

In the event of constitution of a statutory regulatory Employer, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Contractor and the Employer, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 14.3[Arbitration], be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

Request for Qualification cum Request for Proposal (RFQ cum RFP)

Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.

VOLUME 1

PART 5 TENDER FORMS

July 2025

Managing Director
Maharashtra Industrial Township Limited
Udyog Sarathi, MIDC Office, Marol Industrial Area,
Andheri (East), Mumbai, Maharashtra State, India - 400093

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ANNEXURE I: FORM OF BID

To

Managing Director,
Maharashtra Industrial Township Limited,
Udyog Sarathi, MIDC Office,
Marol Industrial Area, Andheri (East),
Mumbai, Maharashtra, India – 400093

Sub: RFQ cum RFP dated [date] for selection of contractor for **“Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.”**

Dear Sir,

With reference to your RFQ cum RFP Document dated _____[date], we have examined the Instruction to bidders, Conditions of Contract, Technical Specification, Tender Drawings and all relevant documents including addendum and clarifications. We have understood their contents and have not found any errors in them. We hereby submit our Technical Proposal for selection of contractor for the project **“Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.”**

We confirm the proposal to be unconditional and unqualified.

We are submitting our Proposal as a single entity _____ [full name and address of bidder].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ cum RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ cum RFP.

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

Further:

1. We acknowledge that Employer will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Contractor, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Contractor for the aforesaid Project.
3. We shall make available to Employer any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Employer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 5 (Five) years, we 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 against the Applicant, 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.
6. We declare that:
 - a) We have examined and have no reservations to the RFQ cum RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
 - c) 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 the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Employer or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Contractor, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Bidder applying for selection as a Contractor.
9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would 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.
10. We 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 affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
12. 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 Employer in connection with the selection of Contractor or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFQ cum RFP document. In no case, shall we have any claim or right of whatsoever nature if the contract for the Project is not awarded to us or our proposal is not opened or rejected.

14. In the event of our being selected as the Contractor, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
15. We have studied RFQ cum RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Employer or in respect of any matter arising out of or concerning or relating to the selection process including the award of contract.
16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)

ANNEXURE II: POWER OF ATTORNEY FOR SIGNING THE BID

Know all men by these presents, We, _____[name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms _____[name], son/ daughter/ wife of _____[name], and presently residing at _____[address], who is presently employed with/ retained by us and holding the position of _____[designation] as our true and lawful attorney (hereinafter referred to as the -Authorised Representative), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as contractor for **“Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.”**, to be developed by the Employer (the —Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____[name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____[date in words] DAY OF [month] [year in yyyy' format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

ANEXURE III: FINANCIAL CAPACITY QUALIFICATION INFORMATION – ANNUAL TURNOVER

S. No.	Financial Years	Turnover from Electrical Distribution Business	Turnover from Other Business	Total Annual turnover	Net worth	Profit
1	2021-2022					
2	2022-2023					
3	2023-2024					

Certificate from the Chartered Accountant.

This is to certify that _____ full name of company] [registered address] has received the payments shown above against the respective years and also not applied for **Corporate Debt Restructuring (CDR)** as on date of bid submission.

Name of Authorized Signatory:

Designation:

Name of firm:

Signature of Authorized Signatory:

Seal of CA / Audit firm:

Note:

1. The Contractor shall provide the certificate from its Chartered Accountant.

ANNEXURE IV: BANK CERTIFICATE FOR ACCESS TO LINES OF CREDIT

This is to certify that M/s _____ is a reputed company with a good financial standing.

If the contract for the work, namely **“Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.”** is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs _____ to meet their working capital requirements for executing the above contract.

Sd/

Name of Bank

Senior Bank Manager

Address of the Bank

ANNEXURE V: FINANCIAL CAPACITY – MINIMUM PROJECT VALUE.

Bidder's Project References

Bidder's Project References shall be related to the similar works, as defined in the tender documents i.e. "Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra."

Sl.	Project Name & Location Details with respect to 1(i)	Project Start Date	Project Completion Date	Client Name	Value of Project	Type of Project	Client Certificate Enclosed
1							Yes/No
2							Yes/No
3							Yes/No
4							Yes/No
5							Yes/No

Note: Bidder to provide minimum five and maximum ten number of relevant references meeting the qualification criteria as indicated in ITB.

ANNEXURE VI: TECHNICAL CAPACITY - PROJECT QUALIFICATION INFORMATION

Bidder's Project References

Bidder's Project References shall be related to the similar works, as defined in the tender documents i.e. "Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra."

Sl.	Project Name & Location	Project Start and Completion Date	Client Name	Area of Project	Contract Value of the completed Project (Rs Lakhs)	Contracts completed for the Quantities			Details of work done (all separately to be added)	Client Certificate Enclosed
						MLDB	Street Light Pole	Street Light feeder pillar		
1										Yes/No
2										Yes/No
3										Yes/No
4										Yes/No
5										Yes/No

Note: Bidder to provide minimum five and maximum ten number of relevant references meeting the qualification criteria as indicated in ITB.

ANEXURE VII: LITIGATION/ ARBITRATION HISTORY

S. No.	Award for or Against Applicant	Name of Employee, Cause of Litigation and Matter in Dispute	Contract Value	Disputed Amount	Status of Litigation As on Bid Due Date
1					
2					
3					
4					

Note:

1. Bidder to provide litigation/arbitration history for last 5 years
2. Providing any false or misleading information, or hiding any information, may result in disqualification of the applicant

ANNEXURE VIII: LIST OF DEVIATIONS

7.1 Deviations (if any)

S. No.	Tender Reference	Tender Condition	Bidder's Deviation	Bidder's Comment
1.				
2.				
3.				

ANNEXURE IX: ENGINEERING AND CONSTRUCTION CAPACITY

ENGINEERING CAPACITY

S. No.	Name of Person	Designation	Qualification	Years of Relevant Experience	Area / Domain of Expertise	Proposed Role on the Project
1.						
2.						
3.						

Note: Contractor to indicate only the names of persons on permanent employment for at least last 02 years. Also, names of those persons should be indicated who will be directly associated / working on the Project.

CONSTRUCTION CAPACITY

S. No.	Name of Equipment	Numbers of Equipment proposed to be deployed on this Project	Equipment Capacity	Age of equipment as on date of Bidding	Owned / Leased
1.					
2.					
3.					

Note: Contractor to indicate equipment only related to work specified in the Contract and proposed to be deployed on the Project. Details of the equipment to be deployed during the construction period shall be submitted by the Contractor for review and approval by Engineer In-charge. Not deploying the equipment at the project as stated in plan will invoke penalty charges by the employer.

ANNEXURE X: LIST OF MAJOR AND MINOR MATERIALS

Major Materials List:

1. All 11 KV/0.4KV or above voltage level distribution substations
2. All HT/LT, XLPE/PVC cables
3. All LT Feeder Pillars
4. Pole Junction box
5. All Heat Shrinkable Straight Through HT/LT cable joints
6. All Heat Shrinkable, Touch Proof HT cable terminations
7. All GI Chain Link Fencing, along with its door.
8. All civil foundations made for CSS, HT/LTPole and Feeder Pillars

Minor Material List:

All other materials, pertaining to this tender works, not covered in Major Material List

Appendix A & B

APPENDIX A: FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____, 2022, [Date] for the **"Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra"**, under Tender No. _____ (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [Name of Bank] of [Name of Country] _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the Managing Director, Aurangabad Industrial Township Limited, Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai, Maharashtra State, India – 400093, India, (hereinafter called "the Employer") in the sum of _____ for which payment will and truly to be made to the said Employer the Bank binds himself, its successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2022.

THE CONDITIONS of this obligation are:

1. if the Bidder withdraws or amends his Bid during the period of Bid validity specified in the Form of Bid; or
2. if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidders in his Bid; or
3. if the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - a) fails or refuses to execute the Form of Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;
4. if the bidder is determined, at any time prior to the award of contract, to have engaged in corrupt or fraudulent practices in competing for the Contract; or
5. if it comes to notice that the information/documents furnished in its Proposal is incorrect, false, misleading or forged or
6. in giving effect to any other provisions given in the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate his demand, provided that in its demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or all of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date occurring 180 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank (**Name of Bank with Branch Address in Mumbai**) not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, Name, and Address]

APPENDIX B: FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To:

Managing Director,
Maharashtra Industrial Township Limited,
Udyog Sarathi, MIDC Office,
Marol Industrial Area, Andheri (East),
Mumbai, Maharashtra State, India – 400093

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute **"Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra."** (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Nationalised/Scheduled bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee;

NOW THEREFORE we agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, on behalf of the contractor, a total of up to _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportion of currencies in which the Contract Price is payable, and we undertake to pay you, upon first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Performance Certificate. We are liable to pay up to the guarantee amount upon receipt of written claim or demand from you of **(Name of Bank with Branch Address in Mumbai)** not later than (60 Days) i.e. inclusive of further 60 Days from the date of expiry,

Notwithstanding anything to the contrary contained herein –

- i. Our liability under this Guarantee shall not exceed /-
- ii. This Guarantee shall be valid up to (Being the date of expiry date of the Guarantee)
- iii. The beneficiary's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before completion of one year from expiry date i.e.
- iv. This Guarantee shall be encashable at Mumbai Branch of which address is given below:

Name of Bank _____

Address _____

Date _____

**Signature & Seal of
the Guarantor**

Request for Qualification cum Request for Proposal (RFQ cum RFP)

for

Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.

VOLUME 1

PART 6- TECHNICAL SPECIFICATION
(As per MSEDCL's Technical specification for various
items)

July 2025

Managing Director
Maharashtra Industrial Township Limited
Udyog Sarathi, MIDC Office, Marol Industrial Area,
Andheri (East), Mumbai, Maharashtra State, India - 400093

PART 6- TECHNICAL SPECIFICATION

(The technical specification of MSEDCL for various items shall be utilized and standard practice of MSEDCL for erection & installation shall be applicable)

Request for Qualification cum Request for
proposal (RFQ cum RFP)

for

Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG
feeder of MSEDCL passing through the plot allotted to
M/s JSW Mobility Limited in Bidkin Industrial Area, Tal
- Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.

VOLUME 2

PRICE SCHEDULE

July 2025

Managing Director

Maharashtra Industrial Township Limited
Udyog Sarathi, MIDC Office, Marol Industrial Area,
Andheri (East), Mumbai, Maharashtra State, India – 400093

LETTER OF PRICE BID

Date: [insert date of Bid submission]

To:

The Managing Director
Maharashtra Industrial Township Limited
Udyog Sarathi, MIDC Office, Marol Industrial Area
Andheri (East), Mumbai – 400093
Maharashtra

We, the undersigned, declare that:

- a) We have examined the Instructions to Bidders and Conditions of Contract, Employer's Requirements, Drawings, Addenda published and the matters set out in the Contract Data Sheet. We have understood and checked these documents and have not found any errors in them. We accordingly offer to **"Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra"** and remedy any defects therein, fit for purpose in compliance with these documents and the enclosed proposal, for the fixed lump sum amount of Rs. _____ [figure] (Indian Rupees _____ only) or such other sums as may be determined in accordance with the Contract. The above amounts are in accordance with the Price Schedules herewith and are made a part of this tender. We also understand that total Lump sum amount quoted only shall be considered for deciding the award of contract.
- b) We agree to abide by the tender for the period of 180 (one hundred eighty) days from the date of opening of technical proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We acknowledge that the Contract Data Sheet forms a part of this tender.
- c) If your tender is accepted, we will provide the specified performance security, commence the work as soon as reasonably possible after receiving the Employer's Letter of Acceptance and complete the Works in accordance with the above-named documents within the time stated in the Contract Data Sheet.

- d) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents, commence and complete the Works in accordance with the above-named documents within the time stated in the Contract Data Sheet.
- e) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- f) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder: [insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder***[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

*: This form is to be attached with Financial Proposal only.

***: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

PRICE SCHEDULE: QUOTED PRICE

Project Name: Shifting of 11 KV Nilajgaon Gaothan & Lakhegaon AG feeder of MSEDCCL passing through the plot allotted to M/s JSW Mobility Limited in Bidkin Industrial Area, Tal - Paithan, Dist - Chh. Sambhaji Nagar, Maharashtra.

Sr.no	Name of Activity	Unit	Quantity	Quoted Rate per Unit (Rs)	Taxes as applicable (Rs)	Total Quoted Cost (Rs)
1	Supply, Installation, Testing & Commissioning of 0.42 KM, 11 KV Single circuit Pin type with 55 Sq.mm AAAC lines on 100 x 116 mm, 9-meter RSJ Poles for shifting of Bidkin Industrial Feeder.	KM	0.42			
2	Supply, Installation, Testing & Commissioning of 0.42 KM, 11 KV Single circuit Pin type with 55 Sq.mm AAAC lines on 100 x 116 mm, 9-meter RSJ Poles for shifting of Nilajgaon Gaothan Feeder.	KM	0.42			
3	Supply, Installation, Testing & Commissioning of 4 KM, 11 KV Single circuit Pin type with 55 Sq.mm AAAC lines on 100 x 116 mm, 9-meter RSJ Poles for shifting of Lakhegaon AG Feeder.	KM	4			
4	Dismantling of Electrical Network					
i)	Dismantling of 11KV Single Circuit PIN TYPE WITH 55 sq.mm AAAC lines on 100X 116 MM, 9M RSJ Poles	KM	2.82			
ii)	Dismantling of Pole mounted distribution transformer S/stn 25 KVA 11/0.433 KV on RSJ pole with MCCB Dist BOX	No.	2			
iii)	Dismantling of Pole mounted distribution transformer S/stn 63 KVA 11/0.433 KV on 9M RSJ pole	No.	1			
iv)	Dismantling of pole mounted distribution transformer S/stn 100KVA 11/0.433 KV on 9M RSJ pole	No.	2			
v)	Dismantling of LT line 3PH 4W with ACSR weasel for phase neutral with PSC pole 8m (140Kg)	KM	1.5			
vi)	Dismantling of L.T Line 3 Ph 4W ON 125 X 70 MM, 8M RSJ pole with AAAC 55 Sq.mm for phase and ACSR weasel for neutral	KM	4.2			
	TOTAL					

Note :

1. The rate quoted should be inclusive of all taxes (including GST), duties, cess and any other statutory charges mentioned elsewhere in the Contract.
2. Payment for any supply of any mechanical/electrical/electromechanical equipment/item shall be done upon delivery of goods at site.
3. Progressive payment for each activity ('stage payment') shall be based on intermediate milestones to be approved by MITL as a part of the Billing Schedule.