

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

for

**Design, Build and Commissioning of 7 MLD
Common Effluent Treatment Plant (CETP) and
0.5 MLD Package Sewage Treatment Plant (STP)
at DPIA on EPC basis with 4 years Operation and
Maintenance - Package B**

VOLUME 1

PART 1 INSTRUCTION TO BIDDERS (ITB)

July 2026



Managing Director

Maharashtra Industrial Township Limited

**Udyog Sarathi, MIDC Office, Marol Industrial Area,
Andheri (East), Mumbai, Maharashtra State, India - 400093**

Maharashtra Industrial Township Limited

Notice Inviting RFQ cum RFP

Dated 20th July 2026

Maharashtra Industrial Township Limited (MITL) is a Special Purpose Vehicle (SPV) formed with the equity participation of the Government of India and the Maharashtra State Government for developing Parcel B of the Dighi Port Industrial Area (DPIA) in Raigad District, Maharashtra.

The MITL, represented by the 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/DPIA/2026-27/01
2.	Name of Work	Design, Build and Commissioning of 7 MLD Common Effluent Treatment Plant (CETP) and 0.5 MLD Package Sewage Treatment Plant (STP) at DPIA on EPC basis with 4 years Operation and Maintenance - Package B.
3.	Location	Dighi Port Industrial Area (DPIA)
4.	Tender Fee	Rs. 100,000 (Rupees One lakh only) excluding applicable taxes
5.	Bid Security	Rs. 3,00,00,000/- (Rupees Three Crore only)
6.	Time for Completion of Part 1 - EPC of the Works	18 months from the date of signing of the Agreement, including commissioning and trial run.
7.	Operation and Maintenance Period	4 years (including 4 years of Defect Liability Period) from the date of completion of the trial run.
8.	Address for Correspondence	Managing Director, Maharashtra Industrial Township Limited Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East) Mumbai, Maharashtra State, India – 400093
9.	Details for Downloading Tender Document	The complete RFQ cum RFP document can be viewed/downloaded from the websites https://aitl.eproc.in , www.auric.city from 20 th July 2026 to 14 th August 2026 up to 1500 hours IST.
10.	Submission of Bid	Bid must be submitted online only at (https://aitl.eproc.in) on or before (14 th August 2026 up to 1500 hours IST). Applications received online shall be opened on 14 th August 2026 at 16.00 hours IST

Instructions to Bidder for e-Tendering

1. Accessing/ Purchasing of BID documents

- It is mandatory for all the applicants to have a class-III Digital Signature Certificate (DSC) (with both DSC components, i.e. signing and encryption in the name of an authorised signatory who will sign the BID) from any of the licensed Certifying Agencies (Bidders can see the list of licensed CAs from the link <https://aitl.eproc.in>) to participate in e-tendering of the Employer.
- To participate in the submission of Bids against this RFQ cum RFP, it is mandatory for the applicants to get themselves registered with <https://aitl.eproc.in> and to have a user ID and password. The RFQ cum RFP can be viewed/downloaded from <https://aitl.eproc.in> from the issue date to the Proposal Due Date up to 1500 Hours. The following may be noted:
 - i. Proposals can be submitted only during the validity of registration with the <https://aitl.eproc.in>
 - ii. The amendments/clarifications to the RFQ cum RFP, if any, will be posted on the <https://aitl.eproc.in>
 - iii. If the firm / Joint Venture is already registered with <https://aitl.eproc.in> and the validity of registration has not expired, then such an Applicant does not require fresh registration.
- To participate in Bidding, applicants have to pay **INR.1,00,000 (Indian Rupees One Lakh Only)** excluding applicable GST towards processing fee for Bid (non-refundable) to be paid through online mode only on <https://aitl.eproc.in>. Also, a Bid Security is also to be furnished by the Bidder for the amount of **INR 3.00 Crore** (Indian Rupees Three Crore Only) in the form of Demand Draft or in the form of Bank Guarantee (BG) as per the format mentioned in **Annexure-XVI**, issued from a Nationalized bank (incorporated in India and approved by RBI) or in the form of Insurance surety bond (issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India) in the name of the Employer - Maharashtra Industrial Township Limited payable at Mumbai.

2. Preparation & Submission of BIDs:

The Bidder may submit their Proposal online following the instructions appearing on the screen. A buyer manual containing detailed guidelines for e-procurement is available on the e-procurement portal:

- The documents listed in **Clause 5.1** shall be prepared and scanned in different files (in PDF or JPEG format, such that the file size is not more than 10 MB) and uploaded during the online submission of the Proposal.
- Bids must be submitted online only through the e-procurement portal of the Client, using the digital signature of an authorised representative of the Bidder as per the schedule given in **Clause 1.3 ("Schedule of Bidding process")**.

3. Modification / Substitution / Withdrawal of BIDs:

The bidder may modify, substitute, or withdraw its Proposal after submission before the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date & Time.

- Any alteration/modification in the Proposal or additional information supplied after the Proposal Due Date, unless the same has been expressly sought for by the Client, shall be disregarded.
- For modification of e-Bid, the bidder has to detach its old Bid from the e-tendering portal and upload/resubmit a digitally signed modified Proposal.
- For withdrawal of the Bid, the bidder has to click on the withdrawal icon at the e-tendering portal and can withdraw its e-Bid.
- It may specifically be noted that once a Bid is withdrawn for any reason, a bidder cannot resubmit the e-Bid.

4. Opening & Evaluation of Bids.

The opening of Bids will be conducted through an online process.

- The Employer shall open online received Technical Bids on the Bid submission Due Date as per the **Contract Data Sheet** in the presence of the Bidders, who choose to attend. Technical Bid of those Bidders only shall be opened online, whose documents listed at **Clause 5.1.2** of the RFQ cum RFP have been physically received. The Employer will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFQ cum RFP.
- Prior to evaluation of the Bids, the Employer shall determine whether each Bid is responsive as per Clause 2.2 of this Instruction to Bidders, as per the e-tendering process.

DISCLAIMER

This Tender is not an Agreement and is neither an offer nor an invitation by the Employer to the prospective Bidders or any other person. The information contained in this tender document 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 tender and such other terms and conditions subject to which such information is provided.

The purpose of this tender is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this tender. This tender 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 tender 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 tender. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Preliminary Design details/ information/ investigations, 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 tender and obtain independent advice from appropriate sources.

Information provided in this tender to the Bidder is on a wide range of matters, some of which may depend upon the interpretation of the 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 of any interpretation or opinion on the law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender 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 tender. 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 tender. The issue of this tender 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 tender 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 tender 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 apply to this tender.

Each Bidder's procurement of this tender constitutes its agreement to, and acceptance of, the terms outlined in this Disclaimer. By acceptance of this tender, the recipient agrees that this tender and any information herewith supersedes documents or earlier information, if any, in relation to the subject matter hereto.

Managing Director
Maharashtra Industrial Township Limited

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1. INTRODUCTION

1.1 Project Information

1.1.1 Background

The Government of India (GoI) is developing various Industrial Corridor projects as part of the National Industrial Corridor Development Programme. The programme is aimed at the development of futuristic industrial cities in India that can compete with the best manufacturing and investment destinations in the world by unleashing the manufacturing potential, raising its contribution to India's GDP, thereby achieving: (a) accelerated development, (b) inclusive growth, and (c) employment generation.

The National Industrial Corridor Development Corporation (NICDC) [erstwhile Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC)] is the nodal agency created by the Government of India to implement the Delhi Mumbai Industrial Corridor.

The Dighi Port Industrial Node is one of the nine projects under the Delhi-Mumbai Industrial Corridor (DMIC), with an area of 6056.13 acres (2450.83Ha) earmarked for the development of DPIA Parcel B at Raigad District in the State of Maharashtra.

The DPIA Parcel B Project site has been notified in 3 phases. The first phase will be implemented for an area of about 1000 Ha, a greenfield area which will be planned and engineered into a world-class industrial development. However, the CETP and STP works being developed as per the current tender are related to the development of Phase 1 only.

A Special Purpose Vehicle (SPV) named "Maharashtra Industrial Township Ltd – Now renamed to Maharashtra Industrial Township Limited" was formed between NICDC (erstwhile DMICDC) and Maharashtra Industrial Development Corporation (MIDC). This SPV is entrusted with the implementation and administration of the DPIA node.

As a part of the development of the DPIA Parcel B, the Maharashtra Industrial Township Limited (MITL), (the "Employer") intends to develop a 7 MLD Common Effluent Treatment Plant (CETP) and 0.5 MLD Package Sewage Treatment Plant (STP) at DPIA (Package B) on EPC basis with 4 years Operation and Maintenance (the "Project").

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 the selection of a Bidder for the award of the Project. Under this process, the Bids have been invited under two parts, viz. Technical Bid and Financial Bid.

1.2.2 The Government of India has issued guidelines as mentioned in Vol 1 Part 6 [Tender Forms] for the qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. The guidelines shall apply mutatis mutandis to this Bidding Process. The Employer shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid and should give an undertaking to this effect in the Form provided in Vol 1 Part 6 [Tender Forms].

- 1.2.3 The bidder has to compile and submit their bid in accordance with the requirements detailed in Clause 5 [Submission of Bids] of ITB
- 1.2.4 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 the eligibility and qualifications criteria prescribed in this RFQ cum RFP.
- 1.2.5 Prior to making an Application, the Bidder shall pay the Tender Fee to the Employer as indicated in the Contract Data Sheet. The Financial Bid under the second part shall be opened only for the Bidders whose Technical Bids are found to be responsive to the eligibility and qualifications requirements as per this RFQ cum RFP.
- 1.2.6 At the Bid Stage, the aforesaid qualified Bidders, including their successors (the "Bidders"), will be called upon to open 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.
- 1.2.7 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.
- 1.2.8 The bidders can visit the site, raise pre-bid queries and attend a pre-bid meeting before the bid submission.
- 1.2.9 The Bidding Documents include the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 1.4
- Volume 1: ITB and Conditions of Contract
 - Volume 2: Employer Requirements
 - Volume 3: General Specifications
 - Volume 4: Schedules and Datasheets
 - Volume 5: Indicative Tender Drawings

The Draft Contract Agreement provided by the Employer as part of the Bid Document shall be deemed to be part of this Tender.

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	20 th July 2026
ii.	Last date for receiving queries	24 th July 2026
iii.	Pre-Bid meeting	27 th July 2026 @ 12:30 Hrs in the MITL office, Udyog Sarathi, Andheri, Mumbai

iv.	The Employer's response to queries	29 th July 2026
v.	Bid Due Date (BDD)	14 th August 2026 @ 1500 Hrs
vi.	Physical submission of bid security/ POA/etc	14 th August 2026 @ 1500 Hrs
vii.	Opening of Technical Bids	14 th August 2026 @ 1600 Hrs
viii.	Opening of Financial Bids	To be announced

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. A maximum of two representatives of each Bidder shall be allowed to participate upon submission of an authorisation letter from the Bidder.
- 1.4.2 The bidder or its official representative can attend the pre-bid meeting, which will take place at the venue indicated in the 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 shall submit any questions or queries by email to the address provided in the Contract Data Sheet. The questions or queries should reach the Employer not later than 2 days before the date of the pre-bid meeting.
- 1.4.5 The bidder shall submit the queries in the format provided in 'Tender Forms', in both PDF and MS Word.
- 1.4.6 The Employer will upload all the queries and their responses thereto to all Bidders without identifying the source of the queries. 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 Addendum and not through the minutes of the pre-bid meeting.
- 1.4.7 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, in its sole discretion, 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.
- 1.4.8 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.

- 1.4.9 Bidders are advised to attend the pre-bid meeting. However, non-attendance at the pre-bid meeting will not be grounds for the disqualification of a bidder. Bidders who do not attend the pre-bid meeting are responsible for complying with any modifications to the bidding documents communicated through an Addendum.

1.5 Site Visit and Verification of Information

- 1.5.1 Bidders shall submit their respective BIDs after acquainting themselves with the Project site and ascertaining themselves with the site conditions and its surroundings and obtain for itself on its own responsibility all the information like traffic, location, surroundings, 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 borne by the bidder.
- 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 bidder shall refer to the site location as provided in the Tender Drawings.

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:

1. "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;
2. "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.
3. "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;
4. "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;
5. "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.
6. "Anti-competitive practice" means any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Consultants, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;
7. "Obstructive practice" means materially impeding the procuring entity's investigation into allegations of one or more of the above-mentioned prohibited practices either by

deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Procuring Entity's rights of an audit or access to information.

2. GENERAL

2.1 Scope of Bid

- 2.1.1 Maharashtra Industrial Township Limited (MITL), (the "Employer") invites bids for Design, Build and Commissioning of 7 MLD Common Effluent Treatment Plant (CETP) and 0.5 MLD Package Sewage Treatment Plant (STP) at DPIA on EPC basis with 4 years Operation and Maintenance - Package B (as defined in these documents and referred to as "the Project") The successful bidder will be expected to complete the Works, including design, construction, testing and commissioning as detailed in the **Volume 2: Employer's Requirements** by the intended completion date specified in the **Contract Data Sheet**.

2.2 Eligible Bidders

- 2.2.1 This Invitation to Bid is open to bidders meeting the eligibility requirements for their qualification hereunder:

1. The Bidder should be a **single entity** to implement the Project. The term Bidder used herein would apply to a single entity.
2. A Bidder may be a company incorporated under the Indian Companies Act, 1956 or 2013.
3. A Bidder 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. Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process if:
 - a. the Bidder, its Member have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder), in the other Bidder provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956 or 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) if the Shareholding of such person in the

intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- b. a constituent of such Bidder is also a constituent of another Bidder; or
 - c. such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member; or
 - d. such Bidder has the same legal representative for purposes of this BID as any other Bidder; or
 - e. such 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; or
 - f. Such Bidder has participated as a consultant to the Employer in the preparation of any documents, design or technical specifications of the Project.
 4. The Bidder firm shall be a profit (net) making firm and shall have made a profit in at least three financial years out of the last five financial years prior to submitting the Bid. The Bidder should submit attested copies of the auditor's report.
 5. An Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor has been expelled from any Project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.
 - a. The Bidder shall provide details of all their ongoing Projects along with the stage of litigation or Arbitration cases, if any, against the Employer/ Governments.
 - b. The Bidder shall also provide details of the ongoing process of blacklisting, if so, under any contract with Employer / Government.
 - c. The Employer reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under Clause 2.2.5. The Employer's decision in this case shall be final.
- 2.2.2 Bidder shall not be under suspension from tendering by the Government ("the Government" means Central/State Government in India, or any entity controlled by it, or the Government of the country where the Bidder is located) as a result of the execution of a Bid–Securing Declaration.
- 2.2.3 The Bidder **shall not** fall under any one of the following criteria:
1. A constituent of one Bidder is also a constituent of another Bidder
 2. Bidder has the same legal representative for purposes of this Bid as any other Bidder

3. 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.
 4. Such Bidder or any of its members thereof has participated as a consultant to the Employer in the preparation of any documents, Design or Technical specifications of the Project.
- 2.2.4 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.
- 2.2.5 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 blacklisted/debarred by any government/semi-government department/ public sector company in India or in any other foreign country; and/or
 3. has a record of poor performance, such as abandoning work, not properly completing the contract, or financial failures/weaknesses; and/or
 4. engaged in Fraud & Corrupt practices as mentioned under this RFQ cum RFP
- 2.2.6 In regard to matters relating to security and integrity of the country, the Bidder should not have been charge-sheeted by any agency of the Government of India or any State in India or convicted by a Court of Law.
- 2.2.7 No investigation, related to security and integrity of the country, by a regulatory authority should be pending either against the Bidder or against the Applicant's CEO or any of its directors/ managers/ employees.
- 2.2.8 No corporate debt restructuring (CDR), or insolvency and Bankruptcy Proceedings are in process and/or no unresolved debt restructuring issues with the Banks/Institutions and should not have applied during the last 5 years preceding the Bid due date or have pending or ongoing CDR. The Statutory Auditor's Certificate in this regard shall be furnished with the Application (refer to ANNEXURE VIII).
- 2.2.9 While qualification is open to persons from any country, the following provisions shall apply for being eligible to bid for the project
1. Where, on the date of the BID, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by

- persons resident outside India (Details are to be furnished in as prescribed); or
2. if at any subsequent stage after the date of the BID, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member/ Partner; then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Employer from national security and public interest perspective. The decision of the Employer in this behalf shall be final and conclusive, and binding on the Bidder.
 3. The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Employer shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.
 4. The Bidder shall promptly inform the Employer of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.
- 2.2.10 Each bidder shall provide a statement that it complies with Clause 2.2 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].
1. Document defining the constitution or legal statutes, place of registration and principal place of business
 2. Written power of attorney of the signatory of the Bid to commit the Bidder
 3. Reports on the financial standing of the Bidder, such as profit and loss statements and auditors' reports for the past five years
 4. Evidence of adequacy of working capital for this contract (access to line of credit and availability of other financial resources);
 5. Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last seven years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, the cause of litigation and the matter in dispute.
 6. Experience in work of a similar nature and details of work carried out during the qualifying period.
 7. For evaluation purposes, similar work experience of a parent company shall be considered only where the Bidder is its 100% subsidiary established in India for the

preceding 10 years. Similar work experience of group companies, sister companies, concessionaires, or work executed for such entities shall not be considered.

8. The credentials to meet the following Qualification Criteria from any government entity or limited company shall be accepted. Self-certification or certification issued by a group company will not be accepted.
 9. Non-Consideration of Augmentation Works Experience - Augmentation, retrofitting, capacity enhancement, rehabilitation, or modification works of existing Common Effluent Treatment Plants (CETP) and or Effluent Treatment Plan (ETP) and/or Sewage Treatment Plants (STP) shall not be considered as eligible for Technical Capacity and Similar Work Experience. For avoidance of doubt, projects involving the design, engineering, construction, testing, and commissioning of the entire plant on an EPC basis shall be considered for the purpose of evaluating Technical Capacity and Similar Work Experience.
 10. Without prejudice to the above (9): Works limited to capacity expansion within an existing operational plant boundary, without substantial new plant creation, shall be treated as augmentation and hence excluded. Upgradation, automation, refurbishment, or performance-improvement works for existing CETP/STP shall also be excluded from eligibility consideration. The Employer reserves the right to assess and determine whether a submitted project constitutes augmentation or a substantially new facility, and such determination shall be final and binding.
- 2.3.2 Joint venture or Consortium is not acceptable.
- 2.3.3 To be eligible for pre-qualification and evaluation of the bid, an Applicant shall fulfil the following conditions of eligibility:

1. Financial Capacity:

- a. Bidder should furnish information as required in ANNEXURE V: FINANCIAL CAPACITY QUALIFICATION INFORMATION of the Forms of Tender to demonstrate meeting the following minimum criteria in the last **five financial years** preceding the Tender Due Date from business related to water and/or wastewater for industrial and/or municipal customers.
 - i. Average annual turnover of Rs. **63 crores**
 - ii. Minimum Net worth **Rs. 32 crores** as on 31st March 2025
 - iii. Evidence of access or availability of a credit facility for this project from any nationalised bank of not less than **Rs 28 Crore**
- b. Bidder should furnish information as required in ANNEXURE VI: FINANCIAL CAPACITY - MINIMUM PROJECT VALUE to demonstrate meeting the criteria of having executed and commissioned at least one project related to Wastewater Treatment (excluding any scope related to piping, if applicable) as a single order with a value not less than **Rs. 140 crores**.
- c. The maximum possible litigation should not exceed 50% of the net worth of the bidder. Bidder shall submit, along with bid details, all pending litigations as per ANNEXURE XI: LITIGATION/ ARBITRATION HISTORY.

2. Technical Capacity - Part 1 - EPC of the Works

1. Bidder should furnish information as required in ANNEXURE IX: TECHNICAL CAPACITY - DESIGN BUILD QUALIFICATION INFORMATION of the Forms of Tender to demonstrate technical capacity and experience in Design Build works by satisfying the following criteria within the **last 7 years** preceding the bid submission date. The word 'completed' herein shall mean that the bidder has successfully handed over the plant to the client after having successfully designed, engineered (basic and detail engineering), procured, constructed, installed, commissioned, tested and achieved all the performance guarantee parameters for the stated design capacity. The word 'independently' herein shall mean that the bidder has individually completed with sole responsibility towards the end client and not as a member/partner of any joint venture or consortium or with any technical/technology tie-up or association.

a. General Eligibility Criteria

- i. The bidder should have independently and successful completed on Engineering Procurement Construction (EPC)/ Design-build (DB)/ Design-Build-Operate (DBO)/ Hybrid Annuity Model (HAM) of Public-Private Partnership (PPP) contract basis at least one **Sewage Treatment Plant (STP)** of not less than **0.5 MLD capacity based on advanced activated sludge process** (excluding any variant of sequential batch process or time based control process) producing treated water quality with BOD < 5 mg/l and TN <10 mg/L
- ii. The bidder should have independently and successful completed on Engineering Procurement Construction (EPC)/ Design-build (DB)/ Design-Build-Operate (DBO)/Hybrid Annuity Model (HAM) of Public-Private Partnership (PPP) contract basis at least one **ETP/CETP** of not less than **5.6 MLD capacity** or two ETPs/ CETPs of not less than **3.5 MLD capacity** each or three ETPs/ CETPs of not less than **2.8 MLD** each **based on advanced activated sludge process** (excluding any variant of sequential batch process or time based control process) with effluent standards as BOD < 10mg/l, TSS < 10mg/l.

b. Particular Eligibility Criteria

- i. The bidder should have independently and successful completed on Engineering Procurement Construction (EPC)/ Design-build (DB)/ Design-Build-Operate (DBO)/Hybrid Annuity Model (HAM) of Public-Private Partnership (PPP) contract basis at least one **membrane bioreactor (MBR)** based effluent/sewage treatment plant of not less than 3.5 MLD capacity with effluent standards as BOD < 5mg/l, TSS < 2 mg/l.
- ii. The bidder or its technology provider* should have independently and successfully completed on an Engineering Procurement Construction (EPC)/ Design-build (DB)/ Design-Build-Operate (DBO)/HAM (Hybrid Annuity Model) of Public-Private Partnership (PPP) contract basis at least one **Reverse Osmosis plant** for a capacity not less than 100

cum/hr.

- iii. The bidder or its technology provider* should have independently and successfully completed on an Engineering Procurement Construction (EPC)/ Design-build (DB)/ Design-Build-Operate (DBO)/HAM (Hybrid Annuity Model) of Public-Private Partnership (PPP) contract basis at least one **Zero Liquid Discharge (ZLD) plant** based on thermal technology for a capacity not less than 6 cum/hr.

***The bidder has to submit an MOA with the technology provider along with the bid.**

3. Technical Capacity – Operation and Maintenance

1. Bidder should provide information as required in ANNEXURE X: TECHNICAL CAPACITY - OPERATION AND MAINTENANCE QUALIFICATION INFORMATION of the Forms of Tender to demonstrate technical capacity and experience for Operation and Maintenance (O&M) by meeting the following criteria within the last 7 years prior to the bid submission date. The term 'operated and maintained' herein shall mean the daily successful operation of the plant, achieving the specified performance criteria, and maintaining the plant, including all necessary repairs to equipment/process units, with single-point responsibility to the end client.
 - i. Independently operated and maintained at least one **STP/ETP/CETP** of not less than 3 MLD capacity for at least two continuous years in the last 7 years with effluent standards as BOD < 10mg/l, TSS < 10mg/l.
 - ii. Independently operated and maintained at least one **membrane-based plant for the recycle and reuse of wastewater/sewage of not less than 3 MLD** capacity for at least two continuous years in the last 7 years. with effluent standards as BOD < 5mg/l, TSS < 2mg/l.
- 2.3.4 Bidders shall submit satisfactory performance certificates in support of each quoted reference, along with a copy of the work/purchase order. The certificate should be signed by an officer not below the rank of Executive Engineer in case of a municipal/government client or the rank of General Manager in case of public/private sector. The certificate should include the details of Name, location and brief scope of project, technology provided, Project value, flow details, Inlet and Outlet parameters.
- 2.3.5 Ongoing projects or 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.

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.

2.6 Association with Technology Provider

- 2.6.1 The Bidder must have a tie-up with a technology provider for the Membrane Bio Reactor process technology, as per the approved vendor list, in the form of an MOA. Bidder is not permitted to have an MOA with more than one technology provider for MBR.
- 2.6.2 The Bidder must have a tie-up with an OEM/Authorised Distributor for the Reverse Osmosis membranes technology, as per the approved vendor list, in the form of an MOA. A bidder is not permitted to have an MOA with more than one OEM/Authorised Distributor for RO membranes.
- 2.6.3 The Bidder must have a tie-up with an OEM/Authorised Distributor for the Zero Liquid Discharge technology, as per the approved vendor list, in the form of an MOA. Bidder is not permitted to have an MOA with more than one technology provider for ZLD.
- 2.6.4 The successful bidder will be solely responsible for all warranties and guarantees, including those for the treated wastewater, treated effluent, and recycled water parameters, to be satisfied in accordance with the Contract specifications.

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. A firm, if acting in the capacity of a subcontractor in any bid, may participate in more than one bid in that capacity.

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
- Employer's Requirements
- General Specifications
- Schedules
- Tender Indicative Drawings

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 examine the contents of the bidding documents carefully. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids that 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 the 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 surveys or investigations that may 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 by e-mail. They should submit their queries on or before the date specified in the Schedule of Bidding Process in Clause 1.3. The Employer shall endeavour to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the **Bid Due**

Date. The responses will be uploaded to the e-procurement portal. The Employer's responses to the Prebid queries will be without identifying the source of the 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, in its sole discretion, 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 addendum thus issued shall be part of the bidding documents pursuant to clause 3.2.3 and will be uploaded on the eprocurement portal. It is the bidder's responsibility to obtain any clarifications/addendum/corrigendum/any communication from the eprocurement portal.
- 3.3.3 In order to afford the Bidders a reasonable time for taking an Addendum 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 the 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 that 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: one containing the Technical Proposal and the other containing the Financial Proposal, both to be 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 the following:

- Bid Security in the form of an Original Bank Guarantee from a nationalised bank;
- Power of Attorney for authorised signatory for this bid;
- Bid Form for Technical Proposal, signed by the authorised signatory;
- All pages of Tender and Appendix to Tender, signed by the authorised 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 instructions given on the eProcurement website, indicating capital cost and year-wise O&M with breakup.

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

- Bid Form for Financial Proposal; signed by the authorised 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 itemised breakdown detailed in the price schedules. A Lump-sum price without the detailed breakdown 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 design, preparation of construction documents, manufacturing, including procurement and subcontracting (if any), delivery, construction, installation, completion of the facilities and O & M 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 Liability Period and O & M 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 authorised person/agency, whether within 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 equipment and 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 shall include the cost of all materials, repairs, staff, labour, etc., needed to keep the project works in perfect condition and to treat wastewater and/or effluent to the desired standards and quantity during the trial run, commissioning, defect liability period, and O&M period.
- 4.3.4 The bidder shall quote prices that comprehensively cover all liabilities and contractual obligations, including applicable taxes, duties, levies, cess, etc., as payable on the date of bid submission—whether explicitly specified or not.
- 4.3.5 The Bidder shall furnish a detailed breakdown of prices in the format and level of detail prescribed in the Schedule of Prices. Unit rates and prices shall be entered for all items of work specified therein. Any item for which no rate or price is quoted shall be deemed to be included in the rates and prices of other items, and no separate payment shall be made by the Employer for such items when executed
- 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 be typed 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 Schedules of Prices, Bidders shall give the 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. Design, Drawings, and Documentation shall be quoted separately and shall include process design, basic engineering design, detailed engineering, and discipline-specific detailed design, as applicable. The Bidder shall be responsible for the preparation and submission of all required drawings—including but not limited to P&IDs, SLDs, layout drawings, 3D models, BIM designs, and as-built drawings in accordance with the requirements of the Contract.
2. Civil Works shall be quoted separately, including site investigations, all services, labour, materials, consumables, and all matters and things of whatsoever nature, as described in the bidding documents and as necessary for the proper execution and completion of the Civil Works in accordance with the requirements of the Contract.
3. Electro mechanical equipment shall be quoted separately 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 and operations and maintenance manuals, etc., as described in the bidding documents and as necessary for the proper execution and performance of the facility in accordance with the requirements of the Contract. Electro-mechanical 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, customs duties and charges of any kind whatsoever.
4. Other Works and Services shall be quoted separately, in accordance with the requirements of the bidding documents, and shall include rates or prices, as applicable, for all services, labour, materials, consumables, contractor's equipment, temporary works, and all matters or things whatsoever required as necessary for their proper completion or performance in accordance with the requirements of the Contract.
5. O & M work and services quoted separately and shall include rates/prices as applicable for all spare parts, staff/technicians, training services, chemicals and other consumables, repair and maintenance and all matters or things whatsoever required as necessary for performing O & M services according to the requirements of this contract.

4.3.8 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the relevant clause indicated in the Conditions of Contract.

4.3.9 The Supplementary Price Proposal, if applicable, should contain only the changes in price resulting from the changes in the Technical Proposals. Bidders shall note that the

Supplementary Price Bid shall include price variation (increase or decrease, as the case may be) of individual affected items, resulting from corresponding changes in the 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 the 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 fax. 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 Notice Inviting RFQ cum RFP (the "BID Security"), refundable after signing of the contract with the successful bidder. Bid Security in the case of the Selected Bidder, whose 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 Demand Draft or bank guarantee issued by any Nationalised/scheduled Bank or Insurance surety bond (issued by an Insurance Company authorised by the Insurance Regulatory and Development Authority of India) in the name of the Employer - Maharashtra Industrial Township Limited, **payable at Mumbai only.**

Bidders are required to scan the original Demand Draft/ BG/ Insurance surety bond and upload the same in the e-tendering portal of the Employer along with the technical proposal of the bid. Original Bid Security shall be submitted to the Employer as per clause 5 [Submission of Bids].

Any Bid not accompanied by the Bid Security will be rejected. 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, the Employer reserves the right to reject the BID.

The validity period of the bank guarantee shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, 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.

- 4.6.3 Where BID Security has been paid by deposit/DD, the refund thereof shall be in the form of an account payee demand draft or bank transfer or cheque in favour of the unsuccessful Bidder. Bidders may give specific instructions in writing to the Employer and give the name and address of the person in whose favour the said Demand Draft shall be drawn by the Employer for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the BID.

- 4.6.4 Bank Details of Employer required for 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, Andheri (E)

Type of Account: Current Account

Account No: 00672 0110 000 968

IFSC Code: BKID0000067

- 4.6.5 The Bid shall be summarily rejected if it is not accompanied by the BID Security.
- 4.6.6 The bid securities of unsuccessful bidders will be returned as promptly as possible, but no later than 28 days after the expiry of the bid validity period.
- 4.6.7 The bid security of the successful bidder will be returned upon the bidder's signing of the Agreement and furnishing the required performance security.
- 4.6.8 BID Security shall be forfeited and appropriated by the Employer as damages payable to the Employer for, inter alia, time, cost and effort of the Employer without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and/or under the Agreement or otherwise, under the following conditions:
1. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, anti-competitive practice, obstructive practice or restrictive practice as specified in Clause 1.6 of this RFQ cum RFP;
 2. If a Bidder withdraws its BID during the period of BID validity as specified in this RFQ cum RFP and as extended by mutual consent of the respective Bidders and the Employer;
 3. if the bidder does not accept the correction of its bid price in case of any arithmetic errors
 4. In the case of the Selected Bidder, if it fails within the specified time limit
 - a. To sign and return the duplicate copy of the LOA;

- b. To sign the EPC Contract, or
 - c. To furnish the Performance Security within the period prescribed therefor in the EPC Contract; or
- 5. In case the Selected Bidder, having signed the EPC Contract, commits any breach thereof prior to furnishing the Performance Security.
- 6. If a bidder submits a non-responsive bid.

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 both online in the required formats and are complete in all respects. However, the bidder has to submit the original copy of the Bid Security and Power of Attorney in hard copies, along with a copy of the acknowledgement of the processing fee and one copy of the technical proposal. Incomplete and/or conditional Bids shall be liable for rejection.
- 4.8.2 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.
- 4.8.3 The Bid shall be typed or written in indelible ink and shall be signed and sealed by a person or persons duly authorised 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.

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 the e-procurement portal. Bidder's technical proposal shall comprise the following documents in the same order as per the formats provided in Vol 1 Part 6 [Tender Forms], Vol 4 Part 2 [Technical Schedules], Vol 4 Part 3 [Schedule of Guarantees] and Vol 2 Part 1 [General Requirements], along with the supporting documents as appropriate. All pages of the documents should have the Bidder's initial or signature.

Technical Bid

- Bid Security
- Annexure I: Form of Bid
- Annexure II: Details of the Bidder
- Annexure III: Power of Attorney for Signing the Bid
- Annexure IV: Statement of Legal Capacity
- Annexure V: Financial Capacity Qualification Information
- Annexure VI: Financial Capacity – Minimum Project Value
- Annexure VII: Bank Certificate for Access to Lines of Credit
- Annexure VIII: CDR Form
- Annexure IX: Technical Capacity - Design Build Qualification Information
- Annexure X: Technical Capacity - Operation and Maintenance Qualification Information
- Annexure XI: Litigation/ Arbitration History
- Annexure XII: List of Deviations
- Annexure XIII: MOA with MBR Technology Provider
- Annexure XIV: MOA with ZLD Technology Provider
- Annexure XV: Undertaking For Key Personnel
- Annexure XVI: Integrity Pact
- Annexure XVII: Affidavit For Non- Blacklisting
- Annexure XVIII: Work Plan
- Annexure XIX: Outline Health, Safety & Environment Management (HSE) Plan
- Annexure XX: Outline Quality Management System (QMS) Plan
- Annexure XXI: Guidelines of the Department of Disinvestment
- Annexure XXII: MOA with RO Technology Provider
- Technical Schedules

- Technical Data Sheets
- Drawings and documents
- Schedule of Guarantees

Financial Bid as per Volume 4 Part 1 - Price Schedule

- Letter comprising the Financial Bid.
- Price Schedule including Form A, Form B, Form C and their sub forms.

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

- **Original Bid Security** for the amount indicated in the Notice Inviting RFQ cum RFP in the form of Demand Draft, Bank Guarantee or Insurance Surety Bond in the prescribed format.
- **Technical Bid** as per Clause 5.1.1

5.1.3 The envelope containing the Technical Bid shall clearly bear the name and address of the Bidder and the following identification:

Technical Bid - "Design, Build and Commissioning of 7 MLD Common Effluent Treatment Plant (CETP) and 0.5 MLD Package Sewage Treatment Plant (STP) at DPIA on EPC basis with 4 years Operation and Maintenance - Package B".

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 the Employer at the address indicated in the 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 fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

5.1.7 The 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 the 'Technical Bid' through online submission will be considered for evaluation. The information provided in the 'Technical Bid', including additional information, if any, will be for informational purposes only. The information provided in the 'Technical Bid' submitted in hard copy will not be used in lieu of missing information in the 'Technical Bid' submitted online.

5.2 Technical Submittal

5.2.1 Work Plan/ Programme

5.2.1.1 The Bidders shall submit a Work Programme, using Annexure XVIII: WORK PLAN as provided in this RFQ-cum-RFP, which shall indicate how the Bidder intends to organize and carry out the Works, achieve Sub Milestones/Milestones, if any, and complete whole of the Works by the time as stipulated in Conditions of Contract. The Work Programme shall be prepared in terms of days from the Date of Commencement of Works, taking D as the Commencement Date and other time schedules marked in D+ format.

5.2.1.2 The Work Programme shall show how the Bidders propose to organise and carry out the Works and to achieve Milestone(s) and complete the whole of the Works by the time as stipulated in the Conditions of Contract.

5.2.1.3 The Work Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Bidder's perception of the major constraints and critical areas of concern in the organisation, construction and completion of the Works. This narrative statement shall also indicate which elements of the Works the Bidders intend to carry out off-site, with details of the proposed locations where any such work is to be carried out, the facilities available and any third-party undertakings the Bidders may have in this regard. In particular, the Bidders must state the assumptions made in respect of the interfaces with the Employer, other contractors and third parties both in detail and in time, and any requirements for information on matters which would affect their works.

5.2.1.4 All programmes shall include procurement of long lead items, Bulk materials, fabrication and erection for structural steel elements/equipments, temporary construction, Integration of all work including but not limited to utilities and infrastructure interfaces, Authorities' permits and approvals, Testing, commissioning, as-built documentation and any other specified Contract deliverables and activities related to Taking-Over of the Works, integrated testing along with any other training and trial running information, all significant events in relation to the Authorities, other contractors, owners, tenants of adjacent properties, and any other Stakeholder.

5.2.1.5 The proposed submission of the Work Programme shall not, in any event, be construed as a submission under any Clause of the Conditions of Contract.

5.2.2 Documents for Health, Safety & Environment and Quality Management Plans

5.2.2.1 The Bidder shall submit the following Documents, which shall demonstrate clearly the Bidder's proposals for achieving effective and efficient Safety, Quality and Environment protection procedures.

(a) Outline Health, Safety and Environment Management Plan (HSE)

The Bidder shall submit as part of their Bid an Outline Health, Safety and Environment Management Plan, using Annexure XIX HSE Plan as provided in this RFQ-cum-RFP, which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient health & safety procedures. The Outline HSE plan should

include an outline of the health & safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring health, safety and Environment as required as per Clause 19.

(b) Outline Quality Management System (QMS)

The Bidder shall submit as part of their BID an Outline Quality Management System (QMS), using Annexure XX QMS Plan as provided in this RFQ-cum-RFP, which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving an effective and efficient Quality Assurance and Control System. The Outline QMS should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required in terms of the General Specifications – Quality Management System. It shall also include an outline of procedures, verification and validation for all tests and materials for all the Works being done by him under this Contract.

5.3 Deadline for Submission of Bids

- 5.3.1 The Technical and Financial Bid, comprising the document listed in clause 5.1.1 of the ITB, shall be submitted online through the e-procurement portal on or before the **Bid Due Date** indicated in the **Contract Data Sheet**.
- 5.3.2 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 the Contract Data Sheet, in the manner and form as detailed in RFQ cum RFP. A receipt thereof should be obtained from the person specified in the Contract Data Sheet.
- 5.3.3 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 the physical copy submission of the 'Technical Bid' before the Bid Due Date and Time indicated in the **Contract Data Sheet**.
- 5.3.4 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum 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.

5.4 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.

5.5 Modification and Withdrawal of Bids

- 5.5.1 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 the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date and Time.

5.5.2 For the modification of BID, the Bidder has to detach its previously submitted BID from the e-procurement portal and upload/resubmit a digitally signed modified BID. For withdrawal of BID, the bidder has to click on the withdrawal icon at the e-procurement portal and can withdraw its BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, the Bidder cannot resubmit the e-BID again.

5.5.3 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.

5.6 Acknowledgement by Bidder

5.6.1 It shall be deemed that by submitting a BID, the Bidder has:

1. made a complete and careful examination of the Bidding Documents and the prevailing site conditions;
2. received all relevant information requested from the Employer;
3. Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the EMPLOYER relating to any of the matters referred to in Clause 1.5 above.
4. satisfied itself about all matters, things and information, including matters referred to in Clause 1.5 hereinabove, necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
5. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 1.5 herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Employer, or a ground for termination of the Agreement by the Contractor;
6. acknowledged that it does not have a Conflict of Interest; and
7. agreed to be bound by the undertakings provided by it under and in terms hereof.

5.6.2 The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

6. BID OPENING AND EVALUATION

6.1 Bid Opening

- 6.1.1 The Employer shall open the Enclosures of the Technical Bid as 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 the 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 2.2 [*Eligible Bidders*] and Clause 2.3 [*Qualification of the Bidder*].
- 6.1.4 Bidders are advised that the 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 evaluation.
- 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 evaluation. 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. The Authority will evaluate the Technical BIDs for their compliance with the eligibility and qualification requirements pursuant to Clause 2.2 [*Eligible Bidders*] and Clause 2.3 [*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 the online opening of the Financial Bids to the technically responsive Bidders through the Employer's e-procurement portal and e-mail. The Employer shall open the online Financial Bids in the presence of the authorised representatives of the Bidders, who may attend. The Employer shall publicly announce the Bid Price quoted by the technically responsive Bidder. The Employer shall prepare a record of the 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 the 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 the evaluation of Bids, the Employer shall determine whether each Bid is responsive to the requirements of the RFP and the bid 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 assumptions/conditions/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 is:

- 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 statutory auditors 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 the 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 the Bidder's authorised 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 a 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 the 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 implications, 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 the Employer, the Employer reserves the right to reject the Bid without assigning any reason thereof.

6.7 Clarification of Technical Proposals

- 6.7.1 The Employer may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise, where the 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 the 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 The employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with the 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 the Correction of Errors clause.
- 6.8.3 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 the Bid evaluation.

- 6.8.4 The estimated effect of the price adjustment conditions under will not be taken into account for bid evaluation.

6.9 Selection of Bidder

- 6.9.1 Subject to the provisions of Clause 7.2, the Bidder whose BID is adjudged as responsive in terms of Clause 6.6 and who quotes the lowest price shall be declared as the selected Bidder (the "Selected Bidder").
- 6.9.2 If the Financial BID, which results as the lowest evaluated BID price, is seriously unbalanced, in the opinion of the Employer, the Employer may require the Bidder to produce a detailed price analysis for any or all items of the Project to demonstrate the internal consistency of those prices with the proposed construction methods and schedules. After evaluation of the price analysis, taking into consideration the schedule of estimated contract payments, the Employer may require the amount of the Performance Guarantee to be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The level of increase in the Performance Guarantee, if any, shall be decided solely by the Employer, up to a maximum of 50% (Fifty Per cent) of the prescribed performance guarantee.
- 6.9.3 In the event that the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.
- 6.9.4 In the event that two or more Bidders quote the same BID price (the "Tie BIDs"), the Employer shall ask the tie Bidders to submit the revised financial Bids.
- 6.9.5 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "first round of Bidding"), the Employer may invite all the remaining Bidders to revalidate or extend their respective BID Security, as necessary, and match the BID of the aforesaid Lowest Bidder (the "second round of Bidding"). If in the second round of Bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of Bidding, then the Bidder whose BID was lower as compared to other Bidders in the first round of Bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of Bidding offer to match the said Lowest Bidder in the second round of Bidding, the said third Lowest Bidder shall be the Selected Bidder.
- 6.9.6 In the event that no Bidder offers to match the Lowest Bidder in the second round of Bidding as specified in above clause, the Employer may, in its discretion, invite fresh BIDs (the "third round of Bidding" from all Bidders except the Lowest Bidder of the first round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of Bidding to revalidate or extend their BID Security, as necessary, and offer fresh BIDs, they shall be eligible for submission of fresh BIDs provided, however, that in such third round of Bidding only such BIDs shall be eligible for consideration which are lower than the BID of the second Lowest Bidder in the first round of Bidding.
- 6.9.7 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Employer

to the Selected Bidder and the Selected Bidder shall, within 3(Three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

- 6.9.8 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 7.4. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

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 EPC cost + net present value of 4 years O&M cost with 10% discounted rate, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of clause 2.2; (ii) qualified in accordance with the provisions of Clause 2.3; and has submitted substantially responsive Technical Proposals in accordance with clause 6.6.

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 the expiry of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by email, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion, and Operation and Maintenance 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 the successful bidder furnishing 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

- 7.5.1 The successful bidder upon receipt of Letter of Acceptance 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 and Particular Conditions of Contract for O&M. The Performance Security shall be submitted by the successful bidder within stipulated time as indicated in Conditions of Contract and Particular Conditions of Contract for O&M.
- 7.5.2 Failure of the successful bidder to comply with the requirements of Clauses 7.4 and 7.5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

7.6 Advance Payment and Security

- 7.6.1 The Employer will provide an Advance Payment for the Part 1 - EPC of the Works Contract value as stipulated in the relevant clause of the Conditions of Contract, subject to a maximum amount as stated in the Contract Data Sheet.