

**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 6 TENDER FORMS

July 2026



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

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ANNEXURE I: FORM OF BID

To

Managing Director,
Maharashtra Industrial Township Limited,
Udyog Sarathi, MIDC Office,
Marol Industrial Area, Andheri (East),
Mumbai, Maharashtra, India – 400 093

Sub: RFQ cum RFP dated [date] for selection of contractor 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”**

Dear Sir,

With reference to your RFQ cum RFP Document dated _____ [date], we have examined the Instruction to bidders, Conditions of Contract, Employer’s requirements, General Requirements, Indicative Tender Drawings and all relevant documents, including addendum and clarifications. We have understood their contents and found no errors. We hereby submit our Technical Proposal for the selection of a contractor for the project **“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”**. We confirm that the proposal is unconditional and unqualified.

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

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

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

Further:

1. We acknowledge that Employer will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Contractor, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Contractor for the aforesaid Project.
3. We shall make available to Employer any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of the Employer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial

pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. We declare that:
 - a) We have examined and have no reservations about the RFQ cum RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ cum RFP;
 - c) We have not directly or indirectly, or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Employer or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Contractor, without incurring any liability to the Applicants.
8. We believe that we satisfy the Net Worth criteria and meet all the requirements as specified in the RFQ cum RFP document and are qualified to submit a BID.
9. We declare that we are not a member of any other Bidder applying for selection as a Contractor.
10. We certify that, in regard to matters other than security and integrity of the country, we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relate to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ cum RFP.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
13. We further certify that we are not barred by the Central/ State Government or any entity controlled by it from participating in any Project (EPC or otherwise), and that no bar subsists as on the date of BID.
14. We further certify that we are qualified to submit a BID in accordance with the guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001, which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix II thereof.

15. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ cum RFP, we shall inform the Employer of the same immediately.
16. The Statement of Legal Capacity as per the format provided at Annexure-II in Tender Forms and duly signed, is enclosed. The power of attorney for signing the BID as per the format provided at Annexure III is also enclosed.
17. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection / Bidding Process itself, in respect of the above-mentioned project and the terms and implementation thereof.
18. We hereby confirm our Compliance with Rule 144(xi) of GFRs, 2017, including amendments/revisions issued vide Order (Public Procurement No. 4), Office Memorandum No. F.7/10/2021-PPD (1) dated 23-02-2023.
19. We agree and understand that the proposal is subject to the provisions of the RFQ cum RFP document. In no case shall we have any claim or right of whatsoever nature if the contract for the project is not awarded to us or our proposal is not opened or rejected.
20. In the event of our being selected as the Contractor, we agree to enter into a Contract in accordance with the contract prescribed in the RFQ cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
21. We have studied the RFQ cum RFP and all other documents carefully. We understand that, except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Employer or in respect of any matter arising out of or concerning or relating to the selection process, including the award of contract.
22. The Financial Proposal is being submitted in a separate cover. This Technical Proposal, read with the Financial Proposal, shall be binding on us.
23. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP Document.
24. We shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the RFQ cum RFP.

In witness thereof, we submit this BID under and in accordance with the terms of the RFQ cum RFP document.

For and on behalf of[Name of the Bidder]

.....
[Signature] [Seal of the Bidder]

.....
[Name of the person duly authorised to sign the Bid on behalf of the Bidder]

.....

[Designation of the person signing the Bid]

.....

[Date DD/MMM/YYYY]

ANNEXURE II: DETAILS OF THE BIDDER

Subject: 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.

1) Bidder details:	
a) Name	
b) Country of incorporation	
c) Address of the corporate headquarters and its branch office(s), if any, in India:	
d) Date of incorporation and/ or commencement of business	
2) Brief description of the Company, including details of its main lines of business and proposed role and responsibilities in this Project:	
3) Details of individual(s) who will serve as the point of contact/ communication for the Employer:	
a) Name	
b) Designation	
c) Company	
d) Address	
e) Telephone number	
f) E-mail address	
g) Fax Number	
4) Particulars of the Authorised Signatory of the Bidder	
a) Name	
b) Designation	
c) Address	

d) Telephone number	
e) Fax Number	

f) The following information to be provided for the bidder :

S.No.	Criteria	Yes	No
1.	Has the Bidder been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any Project (BOT, EPC or DB, etc.)?		
2.	If the answer to 1 is yes, does the bar subsist as of the date of the BID?		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay, or has it been penalised due to any other reason in relation to execution of a contract, in the last three years?		
4.	Has the Bidder applied for CDR during the last 5 financial years?		

g) The updated information in accordance with Clause 2.2.1 (5) of Volume 1 – Part 1 to be provided in the following format:

S.No.	Criteria	1 st Last year	2 nd Last year	3 rd Last year
1.	If Bidder have either failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or has been expelled from any Project or contract by any public entity, nor has had any contract terminated by any public entity for breach by such Bidder.			
2.	Updated details of the stage of litigation, if any, against the Authority / Governments on all the ongoing Projects of the Bidder.			
3.	Updated details of the ongoing process of blacklisting, if so, under any contract with the Authority / Government on the Bidder.			

5) A Statement by the Bidder disclosing material non-performance or contractual non-compliance in past Projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Attached are copies of the original documents of:

(i) Articles of Incorporation/Registration in conformity with the provisions of the laws of the country where the Applicant is incorporated/registered (or equivalent documents of constitution of the Applicant).

- (ii) (a) Memorandum of Association and (b) Articles of Association, or equivalent documents. In case of a partnership firm, a copy of the partnership deed shall be submitted.
- (iii) Organisational chart and List of Board of Directors.

For and on behalf of*[Name of the Bidder]*

.....

[Signature]

.....

[Seal of the Bidder]

.....

[Name of the person duly authorized to sign the Bid on behalf of the Bidder]

.....

[Designation of the person signing the Bid]

.....

[Date DD/MMM/YYYY]

ANNEXURE III: POWER OF ATTORNEY FOR SIGNING THE BID

(To be submitted in original as a part of Technical Bid (Envelope 1))

Know all men by these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), son/daughter/wife ofand presently residing at , who is presently employed with us and holding the position of,as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the Project proposed or being developed by the (the "**Employer**") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us and/or until the entering into of the EPC Agreement with the Employer. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF.....2025.

For

(Signature, name, designation and address)

Accepted

.....

(signature)

(Name, Title and Address of the Attorney)

Witnesses:

1. _____

2. _____

(Notarized) Person identified by me/ personally appeared before me/

Seal of the Notary Registration No. of the Notary

Date:.....

Notes:

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

ANNEXURE IV: STATEMENT OF LEGAL CAPACITY

(To be submitted on the letterhead of the Bidder)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFQ cum RFP document.

We have agreed that (insert individual's name) will act as our representative and has been duly authorised to submit the RFQ cum RFP.

Further, the authorised signatory is vested with the requisite powers to furnish such a letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

ANNEXURE V: FINANCIAL CAPACITY QUALIFICATION INFORMATION

Subject: 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.

[The following table shall be filled in for the Bidder]

Bidder's Name: [insert full name]

1) Financial Data

Type of Financial information in (currency)	Historic information for the previous 5 (Five) Years (amount in currency, exchange rate*, INR equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
A. Total Assets (TA) (Excluding Deferred Expenditure and Losses)					
B. Total Outside Liabilities (TL) (Long Term Liabilities and Current Liabilities and Provisions)					
C. Revaluation Reserve					
D. Net Worth = $A - B - C$					
E. Current Assets (CA)					
F. Current Liabilities and Provisions (CL)					
G. Working Capital = $E - F$					
H. Proposed specific line of credit agreed by commercial Bank and/or any other source of finance for the subject contract					
I. Total Available Working Capital ($G+H$) for the subject contract					
J. Profit before taxes					
K. Profit after taxes					

According to the information, explanations and documents provided by the Bidder to us, we certify that the above information is correct to the best of our knowledge and belief.

..... (Signature of the Statutory Auditor)

..... (Full Name of the Statutory Auditor)

..... (Name of the Statutory Auditor's Firm)

..... (Complete Address of the Statutory Auditor's Firm)

..... (Telephone/fax numbers, including country and city codes)

..... (E-mail of the Statutory Auditor)

..... (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor:

UDIN No.:

2) Financial documents

- a) The Audited Balance Sheets, Profit and Loss Account and cash flow statement of Group Companies, or Sister Companies shall not be considered for evaluation. The Applicants are advised to strictly adhere to this requirement and submit the above statements of the Applicant.
- b) The Bidder shall attach copies of the Audited Balance Sheets for 5 (five) years preceding the Application Due Date, which shall:
 - i. reflect the financial situation of the Bidder, and not an affiliated entity (such as parent company or group member);
 - ii. be statutorily audited;
 - iii. be complete, including all notes attached thereto;
 - iv. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- c) The Bidder shall also provide the name and address of the Bankers to the Bidder

Note:

- 1) Year 1 will be the latest completed financial year, preceding the Application Due Date. Year 2 shall be the year immediately preceding Year 1, and so on. For avoidance of doubt, financial year shall, for the purposes of the Application hereunder, mean the accounting year followed by the Applicant in the normal course of its business.
- 2) If the most recent set of Balance Sheet or the Financial Statement, as the case may be, is for a period earlier than 12 months from the date of application, justification should be provided for the same.

ANNEXURE VI: FINANCIAL CAPACITY – MINIMUM PROJECT VALUE

- i. **Criteria:** Bidder should have executed and commissioned at least one project related to water or wastewater treatment plant (excluding the scope of work related to network or cross-country piping, if applicable) as a single order as per the Eligibility Criteria.

Bidder's Project References

Sl.	Project Name & Location	Project Start and Completion Date	Client Name	Value of Project	Type of Project	Client Certificate Enclosed
1						Yes/No
2						Yes/No
3						Yes/No

Note: Bidder to provide a maximum of three references meeting the above-mentioned qualification criteria.

ANNEXURE VII: BANK CERTIFICATE FOR ACCESS TO LINES OF CREDIT

(Issued by a Nationalised bank (incorporated in India and approved by RBI)

This is to certify that M/s. _____ is a reputed company with a good financial standing. If the contract for the work " _____ "is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs _____ to meet their working capital requirements for executing the above contract during the contract period.

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

Telephone No.

Fax No.

Email ID

Note: The Bidders are requested to upload the Bank Certificate containing the above details in Technical Bid (Envelope 1), failing which the Financial Bid (Envelope 2) will not be opened.

ANNEXURE VIII: CDR FORM

Subject: 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.

TO WHOM IT MAY CONCERN

This is to certify that [Legal name of the Applicant and address]:

(i) is not under the process of Resolution Plan of Debt Restructuring as per applicable law in the Applicant's country [name of the country] *,

or

(ii) is not under the process of 'Insolvency and Bankruptcy' proceedings as per applicable law in the Applicant's country [name of the country] *,

or

(iii) was under the process of Resolution Plan of Debt Restructuring and has resolved all debt restructuring issues with the Banks/Institutions as applicable law in the Applicant's country [name of the country] *,

or

(iv) is under the process of 'Insolvency and Bankruptcy' proceedings as per applicable law in the Applicant's country [name of the country] *,

or

(v) has not applied for corporate debt restructuring (CDR)

or

(vi) has applied for corporate debt restructuring (CDR)

during the last consecutive 5 years preceding the bid due date.

(* Strike through not applicable.)

According to the information, explanations and documents provided by the Bidder to us, we certify that the above information is correct to the best of our knowledge and belief.

..... (Signature of the Statutory Auditor)

..... (Full Name of the Statutory Auditor)

..... (Name of the Statutory Auditor's Firm)

..... (Complete Address of the Statutory Auditor's Firm)

..... (Telephone/fax numbers, including country and city codes)

..... (E-mail of the Statutory Auditor)

..... (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor:

UDIN No.:

Note:

1. The information in the above prescribed format (Annexure - VIII) shall be certified by the Statutory Auditors/ Chartered Accountants of the Applicant.
2. The applicable law is "The Insolvency and Bankruptcy Code 2016 and amendments thereof" for the purpose of this form

ANNEXURE IX: TECHNICAL CAPACITY - DESIGN BUILD QUALIFICATION INFORMATION

i. Bidder's STP Project References

Sl.	Project Name & Location	Project Start and Completion Date	Client Name	Capacity of Plant	Treatment Processes/ Technologies	Inlet Parameters	Outlet Parameters	Client Certificate Enclosed
1						BOD - ____mg/L COD - ____mg/L TN - ____mg/L	BOD - ____mg/L COD - ____mg/L TN - ____mg/L	Yes/No
2						BOD - ____mg/L COD - ____mg/L TN - ____mg/L	BOD - ____mg/L COD - ____mg/L TN - ____mg/L	Yes/No
3						BOD - ____mg/L COD - ____mg/L TN - ____mg/L	BOD - ____mg/L COD - ____mg/L TN - ____mg/L	Yes/No

Note: Bidder to provide a maximum of three references meeting the qualification criteria as per Clause 2.2.3 (2) Volume 1, Part 1.

ii. Bidder's Effluent Treatment Plant/CETP Project References

Sl.	Project Name & Location	Project Start and Completion Date	Client Name	Capacity of Plant	Treatment Processes/ Technologies	Type of Industry/ wastewater	Inlet Parameters	Outlet Parameters	Client Certificate Enclosed
1							BOD - ____mg/L COD - ____mg/L TN - ____mg/L	BOD - ____mg/L COD - ____mg/L TN - ____mg/L	Yes/No
2							BOD - ____mg/L COD - ____mg/L TN - ____mg/L	BOD - ____mg/L COD - ____mg/L TN - ____mg/L	Yes/No
3							BOD - ____mg/L COD - ____mg/L TN - ____mg/L	BOD - ____mg/L COD - ____mg/L TN - ____mg/L	Yes/No

Note: Bidder to provide a maximum of three references meeting the qualification criteria as per Clause 2.2.3 (2) Volume 1, Part 1.

iii. Bidder's Membrane/MBR-Based Plant References

Sl.	Project Name & Location	Project Start and Completion Date	Client Name	Capacity of Plant	Type and Make of Membrane	Type of Industry/ wastewater	Inlet Parameters	Outlet Parameters	End Use of Treated Water	Client Certificate Enclosed
1							BOD-__mg/L COD-__mg/L TN-__mg/L	BOD-__mg/L COD-__mg/L TN-__mg/L		Yes/No
2							BOD-__mg/L COD-__mg/L TN-__mg/L	BOD-__mg/L COD-__mg/L TN-__mg/L		Yes/No
3							BOD-__mg/L COD-__mg/L TN-__mg/L	BOD-__mg/L COD-__mg/L TN-__mg/L		Yes/No

Note: Bidder to provide a maximum of three references meeting the qualification criteria as per Clause 2.2.3 (2) Volume 1, Part 1

iv. Bidder's Reverse Osmosis Plant References

Sl.	Project Name & Location	Project Start and Completion Date	Client Name	Capacity of Plant	Type and Make of MBR	Type of Industry/ wastewater	Inlet Parameters	Outlet Parameters	End Use of Treated Water	Client Certificate Enclosed
1							BOD-__mg/L COD-__mg/L TN-__mg/L	BOD-__mg/L COD-__mg/L TN-__mg/L		Yes/No
2							BOD-__mg/L COD-__mg/L TN-__mg/L	BOD-__mg/L COD-__mg/L TN-__mg/L		Yes/No
3							BOD-__mg/L COD-__mg/L	BOD-__mg/L COD-__mg/L		Yes/No

Sl.	Project Name & Location	Project Start and Completion Date	Client Name	Capacity of Plant	Type and Make of MBR	Type of Industry/ wastewater	Inlet Parameters	Outlet Parameters	End Use of Treated Water	Client Certificate Enclosed
							TN-__mg/L	TN-__mg/L		

Note: Bidder to provide a maximum of three references meeting the qualification criteria as per Clause 2.2.3 (2) Volume 1, Part 1.

i. **Bidder's Zero Liquid Discharge Plant References**

Sl.	Project Name & Location	Project Start and Completion Date	Client Name	Capacity of Plant	Type and Make of MBR	Type of Industry/ wastewater	Inlet Parameters	Outlet Parameters	End Use of Treated Water	Client Certificate Enclosed
1							BOD-__mg/L COD-__mg/L TN-__mg/L	BOD-__mg/L COD-__mg/L TN-__mg/L		Yes/No
2							BOD-__mg/L COD-__mg/L TN-__mg/L	BOD-__mg/L COD-__mg/L TN-__mg/L		Yes/No
3							BOD-__mg/L COD-__mg/L TN-__mg/L	BOD-__mg/L COD-__mg/L TN-__mg/L		Yes/No

Note: Bidder to provide a maximum of three references meeting the qualification criteria as per Clause 2.2.3 (2) Volume 1, Part 1.

ANNEXURE X: TECHNICAL CAPACITY - OPERATION AND MAINTENANCE QUALIFICATION INFORMATION

Bidder's CETP/ ETP/ STP Project References

Sl.	Project Name & Location	Project Start and Completion Date	O&M Duration	Client Name	Capacity of Plant	Client Certificate Enclosed
1						Yes/No
2						Yes/No
3						Yes/No

Note: Bidder to provide a maximum of three references meeting the qualification criteria as per Clause 2.2.3 (3) Volume 1, Part 1.

Bidder's membrane-based plant for the recycle and reuse of wastewater/sewage References

Sl.	Project Name & Location	Project Start and Completion Date	O&M Duration	Client Name	Capacity of Plant	Client Certificate Enclosed
1						Yes/No
2						Yes/No
3						Yes/No

Note: Bidder to provide a maximum of three references meeting the qualification criteria as per Clause 2.2.3 (3) Volume 1, Part 1.

ANNEXURE XI: LITIGATION/ ARBITRATION HISTORY

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

Note:

1. Bidder to provide litigation/arbitration history for the last 10 years
2. Providing any false or misleading information, or hiding any information, may result in the disqualification of the applicant

ANNEXURE XII: LIST OF DEVIATIONS

Bidder to furnish the list of deviations, if applicable.

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

ANNEXURE XIII: MOA WITH MBR TECHNOLOGY PROVIDER

MEMORANDUM OF AGREEMENT FOR TECHNOLOGY SUPPORT FOR MEMBRANE BIO-REACTOR (MBR)

This Memorandum of Agreement (MOA) entered into this _____ day of _____, 2017 at _____ among.

M/s. _____ Bidder) (hereafter referred as “_____”) and having its office at _____, being Party of the First Part

And

M/s. _____ (hereinafter as “TECHNOLOGY PROVIDER”) and having its Office at _____, being Party of the Second Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS AITL has invited Proposals 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. herein referred to as the ‘Project’

AND WHEREAS the Parties have had discussions to provide technical support for the said Project and have had reached on understanding on the following points with respect to their obligations.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Party of the Second Part will be acting as a technology provider to Party of the First Part “_____” for the STP and CETP based on Membrane Bio Reactor (MBR) Process, to be used for in the biological treatment section of the STP and CETP.
2. That the Party of the Second Part “_____” will provide following minimum equipment and services to the first part “_____” for the execution of the Project.
 - a. Process design, including unit and equipment sizing, Process Control, Basic engineering, Detailed engineering, General Arrangement Drawings for the MBR technology.
 - b. Supply of all MBR membranes and all proprietary equipment, as part of the membrane bio reactor process, as per the tender requirement.

- c. Shall provide supervision assistance during erection, commissioning, trial runs and performance testing of the MBR process.
 - d. Countersign and furnish all drawings, datasheets and other related documents submitted by second part “_____” to ensure proper engineering and functioning of the plant.
 - e. Shall provide supervision assistance during the erection, commissioning, and performance testing of the CETP/STP for the membrane bio reactor process.
3. That the Party of the Second Part “_____” will provide spares and technical support for at least 10 years from the Commercial Operations Date (COD) of the Project.
4. That the Scope of Services and Supplies by the Party of the Second Part “_____” shall be mutually decided between the Parties at mutually agreed price and commercial terms and conditions.
5. That the Party of the First Part “_____” will execute the project as Sole Bidder and shall be authorized to present this MOA in the Bid.
6. That this MOA shall be governed in accordance with the laws of India, and courts in Maharashtra shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

IN WITNESS THEREOF the Parties affirm that the information provided is accurate and true and have caused this MOA to be duly executed on the date and year above mentioned.

Name, Designation and Signature of

Authorized Signatory of Party of The First Part

Authorized Signatory of Party of The First Part

Witness # 1,

Witness # 2

ANNEXURE XIV: MOA WITH ZLD TECHNOLOGY PROVIDER

MEMORANDUM OF AGREEMENT FOR TECHNOLOGY SUPPORT FOR THERMAL ZERO LIQUID DISCHARGE (ZLD)

This Memorandum of Agreement (MOA) entered into this _____ day of _____, 2026 at _____ among.

M/s. _____ Bidder) (hereafter referred as “_____”) and having its office at _____, being Party of the First Part

And

M/s. _____ (hereinafter as “TECHNOLOGY PROVIDER”) and having its Office at _____, being Party of the Second Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS AITL has invited Proposals 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 herein referred to as the ‘Project’

AND WHEREAS the Parties have had discussions to provide technical support for the said Project and have reached an understanding on the following points with respect to their obligations.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Party of the Second Part will be acting as a technology provider to Party of the First Part “_____” for the STP and CETP based on thermal Zero Liquid Discharge (ZLD) Process, to be used for treatment and disposal of the brine as per the tender requirement.
2. That the Party of the Second Part “_____” will provide following minimum equipment and services to the first part “_____” for the execution of the Project.
 - a. Process design, including unit and equipment sizing, Process Control, Basic engineering, Detailed engineering, General Arrangement Drawings for all the components of the ZLD plant.

- b. Supply of all proprietary equipment, as part of the ZLD plant, as per the tender requirement.
 - c. Shall provide supervision assistance during erection, commissioning, trial runs and performance testing of the ZLD plant.
 - d. Countersign and furnish all drawings, datasheets and other related documents submitted by second part “_____” to ensure proper engineering and functioning of the plant.
 - e. Shall provide supervision assistance during the erection, commissioning, and performance testing of the ZLD plant.
3. That the Party of the Second Part “_____” will provide spares and technical support for at least 10 years from the Commercial Operations Date (COD) of the Project.
4. That the Scope of Services and Supplies by the Party of the Second Part “_____” shall be mutually decided between the Parties at mutually agreed price and commercial terms and conditions.
5. That the Party of the First Part “_____” will execute the project as Sole Bidder and shall be authorized to present this MOA in the Bid.
6. That this MOA shall be governed in accordance with the laws of India, and courts in Maharashtra shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

IN WITNESS THEREOF the Parties affirm that the information provided is accurate and true and have caused this MOA to be duly executed on the date and year above mentioned.

Name, Designation and Signature of

Authorized Signatory of Party of The First Part

Authorized Signatory of Party of The First Part

Witness # 1,

Witness # 2

ANNEXURE XV: UNDERTAKING FOR KEY PERSONNEL

Subject: 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.

I....., Authorised signatory of M/s.....having its registered /Head office atdo hereby confirm/declare that M/s have the below specified (Table-1) key personnel available/ employed in our organisation.

We declare that we have adequate manpower resources available for performing this project work. We also confirm that the expertise mentioned in the table below will be dedicated to the project, and have relevant design and construction experience of similar Projects. These personnel will be deployed as per the approved project schedule during the construction period (Part A of the Contract).

We also understand that the figures indicated below are the minimum number of Project Personnel required, which are to be deployed as per the minimum level of supervision and qualification/experience of site-staff as given in the table. Any proposal with manpower less than as specified below will not be acceptable and considered as non-compliant to Tender requirements. The CVs of the below shall be approved by the Employer's Engineer before deployment on the project.

Position	Min. No.	Minimum qualification Required
Project Manager (Site-based)	1	B.Tech. in civil engineering and Master's in project/construction management, preferably with PMP certification and minimum 15 years of work experience related to the construction of treatment plants. Should have been a Project Manager for at least three similar projects of a minimum. value of Rs. 50 Cr each.
Planning Engineer	1	B.Tech. in Civil Engineering /Master's in Construction Management with min. 10 years of relevant work experience. Should have been a Planning Engineer for at least three similar projects of a minimum. value of Rs. 50 Cr.
Design Manager	1	B.Tech. in Mechanical Engineering with min. 12 years of relevant work experience related to detailed engineering for effluent/sewage treatment plants. Should have been a Design Manager for at least three similar projects of a minimum. value of Rs. 50 Cr each.
Civil/Construction Engineer (Site-based)	1	B. Tech. in Civil Engineering with min. 10 years of relevant work experience related to civil construction, and have worked for at least three similar projects of Rs. 50 Cr each.
QA/QC Manager (Site-based)	1	B. Tech. in Civil Engineering with min. 10 years of relevant work experience along with a Diploma in QA. Should have worked as a QA/QC expert for at least

Position	Min. No.	Minimum qualification Required
		three similar projects.
Mechanical and Piping (Site-based)	1	B.Tech. (Mechanical) with min. 10 years of relevant work experience. Should have relevant experience for at least three similar projects of Rs 50 Crore each.
Electrical Expert (Site-based)	1	B.Tech. (Electrical) with min. 10 years of relevant work experience. Should have relevant experience for at least three similar projects of Rs 50 Crore each.
Instrumentation and Control Engineer (Site-based)	1	B.Tech.(Electronics/Instrumentation) with min. 10 years of relevant work experience. Should have relevant experience in at least three similar projects of Rs 50 Crore each.
Fire & HSE Manager (Safety Manager) (Site-based)	1	Relevant Degree or Diploma in Construction Safety with 10 years of min. relevant work experience for at least three similar projects of Rs 50 Crore each.

For and on behalf of[Name of the Bidder]

.....

.....

[Signature]

[Seal of the Bidder]

.....

[Name of the person duly authorised to sign the Bid on behalf of the Bidder]

.....

[Designation of the person signing the Bid]

.....

[Date DD/MMM/YYYY]

ANNEXURE XVI: INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/Tender documents)

This integrity Pact is made at _____ on this _____ day of _____ 2025.

BETWEEN

The Maharashtra Industrial Township Limited (MITL), represented by its Managing Director, Udyog Sarathi, MIDC Office, Andheri East, Mumbai -400093, India, (hereinafter referred to as the “Employer” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

{Name and address of the Firm/Company}, (hereinafter referred to as “Bidder” and which expression shall, unless repugnant to the meaning or context thereof, include its successors and permitted assigns.)

Preamble

Whereas, the Employer has floated the Tender {NIT No.....dated.....} (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract/s 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 (hereinafter referred to as the “**Contract**”).

And whereas the Employer values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as an integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows, and this pact witnessed as under:

Article-1: Commitments of the Employer

- 1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Employer, personally or through family members, will, in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
- 2) The Employer will, during the Tender process treat all Bidder with equity and reason. The Employer will in particular, before and during the Tender process, provide to all Bidder the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

- a) The Employer will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- 3) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article- 2: Commitments of the Bidder.

The Bidder commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- 1) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3) The Bidder will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 4) The Bidder of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- 5) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- 6) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 7) The Bidder will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article- 3: Disqualification from tender process and exclusion from future contracts.

- 1) If the Bidder, before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder from the tender process.

- 2) If the Bidder has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
- 3) A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- 4) The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 5) The decision of the Employer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach IEM(s) appointed for the purpose of this Pact.
- 6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, the Bidder shall not be entitled for any compensation on this account.
- 7) Subject to full satisfaction of the Employer, the exclusion of the Bidder could be revoked by the Employer if the Bidder can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

- 1) If the Employer has disqualified the Bidder from the tender process prior to the award according to Article-3, the Employer shall be entitled to suspend the bidder for participation in the tendering process for the work of TITL and work under other Centrally Sponsored Schemes for a period of One Year from the bid due date of this work apart from any other legal right that may have accrued to the Employer.
- 2) In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default. In such case, the Employer shall be entitled to forfeit the Performance Bank Guarantee of the Contractor and/ or demand and recover liquidated and all damages as per the provisions of the contract agreement against Termination.

Article – 5: Previous Transgressions

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders.

- 1) The Bidder undertake(s) to demand from bidder a commitment in conformity with this Integrity Pact, and to submit it to the Employer before contract signing.
- 2) The Employer will enter into agreements with identical conditions as this one with all Bidders.
- 3) The Employer will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder.

If the Employer obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of a Bidder, which constitutes corruption, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

- 1) The Employer has appointed _____ as Independent External Monitor (herein after referred to as “Monitor”) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Execution Officer, National Industrial Corridor Development Corporation.
- 3) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Employer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder with confidentiality.
- 4) The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Employer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the Chief Execution Officer, National Industrial Corridor Development Corporation within 8 to 10 weeks from the date of reference or

intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.

- 7) If the Monitor has reported to the Chief Execution Officer, National Industrial Corridor Development Corporation, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chief Execution Officer, National Industrial Corridor Development Corporation has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8) The word 'Monitor' would include both singular and plural.

Article – 9: Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Employer and consultancy services). It expires for the Contractor, 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders, 6 months after this Contract has been awarded.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chief Execution Officer, National Industrial Corridor Development Corporation.

Article – 10: Other Provisions.

- 1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Employer, i.e. New Delhi.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 4) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Employer in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 5) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

For & On behalf of the Employer

For & On behalf of the Bidder

(Office Seal)

Place _____

Date _____

Witness 1: (Name and Address)

Witness 2: (Name and Address)

Countersigned and Accepted By:

ANNEXURE XVII: AFFIDAVIT FOR NON-BLACKLISTING

(Affidavit to be uploaded by bidder in envelope No. 1 on Rs. 500/- stamp paper, duly notarised.)

Name of work-

I _____ age _____ address _____ (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm _____ / authorized signatory and I am submitting the documents in envelope No. 1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below: -

- 1) Certify that all the statements made in the required attachments are true and correct.
- 2) The undersigned also hereby certifies that neither our firm, M/s-----, PAN No.have abandoned any work, nor any contract awarded to us for such works have been rescinded, during the last 7 (seven) years prior to the date of this bid.
- 3) The undersigned hereby authorise (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
- 4) I, the undersigned, declare that as of the date, neither our company is blacklisted/banned, nor any action of deregistration has been taken against our company by any Government, / Semi Government / Public Sector Undertaking / Urban Local body/ Municipal Corporation, etc.
- 5) The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department, Project implementing agency, within the time frame as specified in this document.
- 6) I am liable for action under the Indian Penal Code for submission of any false/fraudulent paper/information submitted in envelope no.1.
- 7) I am liable for action under the Indian Penal Code if, during the contract period and the defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or myself, I will be liable for action under the Indian Penal Code.
- 8) I am liable for action under the Indian Penal Code if any papers are found false/fraudulent during the contract period and even after the completion of the contract (finalisation of the final bill).

For.....

(Signature)

.....

(Name & Title)

Date:

Note:

- 1) Nonperformance, as decided by the Employer, shall include all contracts where (i) Nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract; and (ii) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where the Employer's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., disputes or litigation that have been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the bidder have been exhausted.
- 2) Please note the contractor shall sign the Affidavit individually and upload the same in envelope no. 1, failing which their tender will not be opened & summarily rejected.

ANNEXURE XVIII: WORK PLAN

The tenderers shall upload a work plan as per the following outline:

a Gantt chart/PERT/CPM chart showing the completion of work within the prescribed time period, considering major activities.

ANNEXURE XIX: OUTLINE HEALTH, SAFETY & ENVIRONMENT MANAGEMENT (HSE) PLAN

Tenderer to upload its proposed HSE Plan for the project

ANNEXURE XX: OUTLINE QUALITY MANAGEMENT SYSTEM (QMS) PLAN

Tenderer to upload its proposed QMS for the project

ANNEXURE XXI: GUIDELINES OF THE DEPARTMENT OF DISINVESTMENT

(Refer Clause 1.2.2)

No. 6/4/2001-DD-II

Government of India Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13th July 2001.

OFFICE MEMORANDUM

Subject: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for Bidders interested in PSE-disinvestment so that the parties selected through competitive Bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the Bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- b) In regard to matters relating to the security and integrity of the country, any charge- sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the Bidding party or by any sister concern of the Bidding party would result in disqualification. The decision in regard to the relationship between the sister concern would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- e) The disqualification criteria would come into effect immediately and would apply to all Bidders for various disinvestment transactions, which have not been completed as yet.

- f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The Bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

Sd/- (A.K. Tewari)

Under Secretary to the Government of India

ANNEXURE XXII: MOA WITH RO TECHNOLOGY PROVIDER

MEMORANDUM OF AGREEMENT FOR TECHNOLOGY SUPPORT FOR REVERSE OSMOSIS TECHNOLOGY

This Memorandum of Agreement (MOA) entered into this _____ day of _____, 2025 at _____ among.

M/s. _____ Bidder) (hereafter referred as “_____”) and having its office at _____, being Party of the First Part

And

M/s. _____ (hereinafter as “TECHNOLOGY PROVIDER”) and having its Office at _____, being Party of the Second Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS AITL has invited Proposals 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 herein referred to as the ‘Project’

AND WHEREAS the Parties have had discussions to provide technical support for the said Project and have reached an understanding on the following points with respect to their obligations.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Party of the Second Part will be acting as a technology provider to Party of the First Part “_____” for the STP and CETP based on Reverse Osmosis Process, to be used for production of recycle quality water as per the tender requirement.
2. That the Party of the Second Part “_____” will provide following minimum equipment and services to the first part “_____” for the execution of the Project.
 - a. Process design, including unit and equipment sizing, Process Control, Basic engineering, Detailed engineering, General Arrangement Drawings for all the components of the RO Plant.
 - b. Supply of all proprietary equipment, as part of the RO plant, as per the tender requirement.

- c. Shall provide supervision assistance during erection, commissioning, trial runs and performance testing of the RO Plant.
 - d. Countersign and furnish all drawings, datasheets and other related documents submitted by second part “_____” to ensure proper engineering and functioning of the plant.
 - e. Shall provide supervision assistance during the erection, commissioning, and performance testing of the RO Plant.
3. That the Party of the Second Part “_____” will provide spares and technical support for at least 10 years from the Commercial Operations Date (COD) of the Project.
4. That the Scope of Services and Supplies by the Party of the Second Part “_____” shall be mutually decided between the Parties at mutually agreed price and commercial terms and conditions.
5. That the Party of the First Part “_____” will execute the project as Sole Bidder and shall be authorized to present this MOA in the Bid.
6. That this MOA shall be governed in accordance with the laws of India, and courts in Maharashtra shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

IN WITNESS THEREOF the Parties affirm that the information provided is accurate and true and have caused this MOA to be duly executed on the date and year above mentioned.

Name, Designation and Signature of

Authorized Signatory of Party of The First Part

Authorized Signatory of Party of The First Part

Witness # 1,

Witness # 2

Appendix A to D

APPENDIX A: FORM OF BID SECURITY

Bank Guarantee Form for Bid Security

To:

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

Ref: 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.

Contract No.: _____

B.G. No.

Dated:

- 1) In consideration of Maharashtra Industrial Township Limited (MITL), represented by the Managing Director having its office in Udyog Sarathi, MIDC Office, Andheri East, Mumbai 400 093, (hereinafter referred to as the Employer, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of and having its registered office at..... (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), 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** (hereinafter referred to as "the Project") pursuant to the RFQ cum RFP Document dated issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 4.6 of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. _____ (Rupees _____ only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2) Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and

without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (In Words)

- 4) This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two Hundred and Forty days) from the BID Due Date inclusive of a claim period of 60 (Sixty) days or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5) We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other THE Employer.
- 6) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7) In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

- 8) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9) We undertake to make the payment on receipt of your notice of claim addressed to [name of Bank along with the branch address and delivered at our above branch, which shall be deemed to have been duly authorised to receive the said notice of claim.
- 10) It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank, and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
- 12) The Bank declares that it has the power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 13) For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. (payable at Mumbai only) . The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 240 days after the BID Due Date)]
 - a)

Signed and Delivered by.....Bank

By the hand of Mr. /Ms., it's an authorized Official.

(Signature of the Authorized Signatory)

OR

Insurance Surety Bond for Bid Security

- a) In consideration of you,..... (name of employer), having its office at, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (name of the bidder) and having its registered office at....., (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the.....(name of the works),. Project on EPC basis (hereinafter referred to as " the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents, including without limitation the draft concession/ contract agreement (hereinafter collectively referred to as "Bidding Documents"), We(Name of the Surety Insurer) having our registered office at, and one of its Mumbai branches at....., (hereinafter referred to as the " Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause, 4.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs-..... (Rupeesonly) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall Fail to fulfil or comply with all or any of the terms and conditions contained In the said Bidding Documents.
- b) Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.
- c) We, the Surety insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. •0 .,. (Rupees only) .
- d) This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) day, from the Bid Due Date and a further claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
- e) We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between

the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

- f) The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
- g) In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty Without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.
- h) Any notice by way or request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.
- i) We undertake to make the payment immediately on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch Who shall be deemed to have been duly authorised to receive the said notice of claim.
- j) It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.
- k) We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.
- l) The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this surety Bond for and on behalf of the Surety Insurer.
- m) For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. •• Crore (Rupees ••• ••crore only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before (indicate date falling 180 days after the Bid Due Date),

- n) This Surety Bond shall also be operable at our....., branch at Mumbai only, from whom confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded immediately under the said invocation.
- o) The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by..... Company

By the hand of Mr./Ms....., its.....and an authorised official

APPENDIX B: FORM OF PERFORMANCE SECURITY

To:

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

Ref: 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.

Contract No.: _____

Whereas

[name and address of contractor] (“hereinafter called as Contractor”) and [name and address of the Employer], (“the Employer ”) have entered into an Agreement (the “Agreement”) 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, subject to and in accordance with the provisions of the Agreement.

The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Construction Period and Defect Liability Period (as defined in the Agreement) in a sum of Rs. Crore (Rupees Crores) (the “Guarantee Amount”).

We, through our branch at (the “Bank”) have agreed to furnish this Bank guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

Now, therefore, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1) The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during and under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2) A letter from the Employer, under the hand of an officer not below the rank of [..... of Employer], that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final, and binding on the Bank. The Bank further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Employer and the Contractor, or any Dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

- 3) In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- 4) It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- 5) The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- 6) This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
- 7) Notwithstanding anything contained herein before, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Employer on the Bank under this Guarantee all rights of the Employer under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- 8) The Performance Security shall cease to be in force and effect 90 (Ninety) days after the end of the Defect Liability Period as set forth in Clauses 1.1.31 of Part 4, Vol 1.
- 9) The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing and declares and warrants that it has the power to issue this Guarantee, and the undersigned has full powers to do so on behalf of the Bank.
- 10) Any demand for payment under this Guarantee shall be made on the Guarantor by the Purchaser in writing at (The Bank), and shall be deemed to have been sufficiently made by the Purchaser if the writing containing the demand is sent to the Guarantor by registered post (Courier) to the address aforesaid or sent to the Guarantor by hand delivery at such address and a written acknowledgement obtained of such delivery.
- 11) This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the or until it is released earlier by the Employer pursuant to the provisions of the

Agreement, whichever is earlier.

- 12) Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i. Our liability under this guarantee shall not exceed Rs..... (Rupees).
- ii. This Bank Guarantee shall be valid up to (with claim period for further one year after expiry date).
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only (Payable at Mumbai only) and only if you serve upon us a written claim or demand on or before(claim period should be further one year after the expiry date). All your rights as well as our liability under this Bank Guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on(Bank address in Mumbai, Maharashtra) not later than the claim period should be further one year after the expiry date.

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature)

(Name) (Designation) (Code Number) (Address)

Notes:

- i. The Bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee and shall be payable at Mumbai only.
- ii. The address, telephone number and other details of the head office of the Bank, as well as of the issuing branch, should be mentioned on the covering letter of the issuing branch.

(c) OR

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond

No.....)

Date.....

To

..... (name of the authority)

..... [address of Authority]

WHEREAS[name and address of Contractor] (hereafter called the "Contractor") has undertaken, in pursuance of letter of Acceptance (LOA) No.....Dated..... for construction of [name of the Project] (hereinafter called the "contract").

AND WHEREAS the Contract requires the Contractor to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Construction Period/ Defects liability Period and Operation and Maintenance Period) in a sum of Rs(Rupees..... crore) (the "Surety Bond amount").

AND WHEREAS we, through our Mumbai branch at..... (the "Surety Insurer") have agreed to furnish this Surety Bond by way of Performance security.

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- a) The Surety Insurer hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the Construction Period/ Defects liability Period and Operation & Maintenance Period' under and in accordance with the Contract, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, Such sum or sums up to an aggregate sum of the Surety Bond Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for Its demand and/or for the sum specified therein.
- b) A letter from the Authority, under the hand of an Officer of Maharashtra Industrial Township Limited, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Surety Insurer. The Surety Insurer further agrees that the Authority Shall be the sole Judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Contractor is in default shall be final and binding on the Surety Insurer, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

- c) In order to give effect to this Surety Bond, the Authority shall be entitled to act as if the Surety Insurer were the principal debtor and any/Change in the constitution of the Contractor and/or the Surety Insurer, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Surety Insurer under this Surety Bond.
- d) It shall not be necessary, and the Surety Insurer hereby waives any necessity for the Authority to proceed against the Contractor before presenting to the Surety Insurer its demand under this Surety Bond.
- e) The Authority shall have the liberty, without affecting in any manner the liability of the Surety Insurer under this Surety Bond, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Authority, and the Surety Insurer shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Surety Insurer from its liability and obligation under this Surety Bond and the Surety Insurer hereby waives all of its rights under any such law.
- f) This Surety Bond is in addition to and not in substitution of any other Surety Bond or security now or which may hereafter be held by the Authority in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
- g) Notwithstanding anything contained hereinbefore, the liability of the Surety Insurer under this Surety Bond is restricted to the Surety Bond Amount and this Surety Bond will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Surety Insurer under this Surety Bond all rights of the Authority under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved from its liabilities hereunder.
- h) The Surety Bond shall cease to be in force and effect on..... Unless a demand or claim under this Surety Bond is made in writing with the Surety Insurance Branch in Mumbai as state above within further one year from the date of expiry of the Surety Bond, the Surety Insurer shall be discharged from its liabilities hereunder.
- i) The Surety Insurer undertakes not to revoke this Surety Bond during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Surety Bond and the undersigned has full powers to do so on behalf of the Surety Insurer.
- j) Any notice by way of request, demand or otherwise hereunder may be sent by post or submitted personally addressed to the Surety Insurer at its above referred branch or by email to the official email id of the Mumbai branch or authorised official of the Surety Insurer, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and

if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, When given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

- k) The Surety Bond shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Contract.

Signed and sealed this..... Day of, 25at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance Company by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

Notes:

- i. The Surety Bond should contain the name, designation and code number of the officer(s) signing the guarantee and shall be payable at Mumbai only.
- ii. The address, telephone number and other details of the head office of the Bank, as well as of the issuing branch, should be mentioned on the covering letter of the issuing branch.

APPENDIX C: FORM OF ADVANCE PAYMENT SECURITY

To:

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

Ref: 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.

Contract No.: _____

WHEREAS:

- i. [name and address of contractor] (hereinafter called “the Contractor”) has executed an Agreement (hereinafter called the “Agreement”) with the [name and address of the Employer], (hereinafter called “the Employer ”) for the 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, subject to and in accordance with the provisions of the Agreement.
- ii. in accordance with the Clause 10.4 of Part 4, Vol1 of the Agreement the Employer shall make to the Contractor an interest bearing Advance Payment (hereinafter called “Advance Payment”) equal to 10% (Ten per cent) of the contract price for mobilization expenses and acquisition of equipment; and that the Advance Payment shall be made in three instalments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a Scheduled India Bank (incorporated in India and approved by RBI) for an amount equal to the 110% amount of each instalment to remain effective till the complete and full repayment of the instalment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement; and the amount of (first/second/third) instalment of the Advance Payment is Rs. _____ Cr. (Rupees _____ Crores) (the “Guarantee Amount”).
- iii. We, through our branch at (the “Bank”) have agreed to furnish this Bank guarantee (hereinafter called the “Guarantee”) for the Guarantee Amount.

Now, therefore, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1) The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Employer , upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the Employer shall claim, without the Employer being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2) A letter from the Employer, under the hand of an officer not below the rank of [..... of

Employer], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final, and binding on the Bank. The Bank further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any difference between the Employer and the Contractor, or any Dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

- 3) In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- 4) It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
- 5) The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- 6) This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Advance Payment.
- 7) Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Employer on the Bank under this Guarantee all rights of the Employer under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- 8) The guarantee shall cease to be in force and effect 90 (Ninety) days after the repayment of the Advance Payment, as set forth in Clause 10.4.7 of the Agreement.
- 9) The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 10) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the

Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.

- 11) This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end _____ month in the year _____ or until it is released earlier by the Employer pursuant to the provisions of the Agreement.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i. Our liability under this guarantee shall not exceed Rs..... (Rupees).
- ii. This Bank Guarantee shall be valid up to
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee (payable at Mumbai) only and only if you serve upon us a written claim or demand on or before(claim period should be further one year after the expiry date). All your rights as well as our liability under this Bank Guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on(Bank address in Mumbai, Maharashtra) not later than the claim period should be further one year after the expiry date.

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature)

(Name) (Designation) (Code Number) (Address)

Notes:

- i. The Bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee and payable at Mumbai Only.
- ii. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

OR

Form for Insurance Surety Bond for Advance Payment

[Name and address of the Authority

.....]

WHEREAS:

- (A) [Name and address of contractor] (hereinafter called the "Contractor") has executed an agreement (hereinafter called the "Agreement") with the [name and address of the authority], (hereinafter called the "Authority") for the project of the ***** [name of project] on Engineering, Procurement and Construction (the "EPC") basis, subject to and in accordance with the provisions of the Agreement
- (B) In accordance with Clause 10.4 of the Agreement, the Authority shall make to the Contractor an interest bearing @Bank Rate advance payment (herein after called "Advance Payment") equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in two instalments subject to the Contractor furnishing an irrevocable and unconditional Insurance Surety Bond by Insurance Company for an amount equivalent to 110% (one hundred and ten percent) of such instalment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of the first/second instalment of the Advance Payment is Rs. _____. (Rupees_____crore) and the amount of this Insurance Surety Bond is Rs. - _____. (Rupees_____ crore) (the "Guarantee Amount")⁵.
- (C) We,..... through our Mumbai branch at (the "Insurance Company" has agreed to furnish this Insurance Surety Bond (hereinafter called the "Guarantee") for the Guarantee Amount.

NOW, THEREFORE, the Insurance Company hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- (1) The Insurance Company hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

A letter from the Authority, under the hand of an officer from Maharashtra Industrial Township Limited, that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Insurance Company.

The Insurance Company further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Insurance Company, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

- (2) In order to give effect to this Insurance Surety Bond, the Authority shall be entitled to act as if the Insurance Company were the principal debtor and any change in the constitution of the Contractor and/or the Insurance company, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Insurance Company under this Guarantee.
- (3) It shall not be necessary, and the Insurance Company hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Insurance Company its demand under this Guarantee.
- (4) The Authority shall have the liberty, without affecting in any manner the liability of the Insurance Company under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/ or the securities available to the Authority, and the Insurance Company shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Insurance Surety Bond from its liability and obligation under this Guarantee and the Insurance Company hereby waives all of its rights under any such law.
- (5) This Insurance Surety Bond is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Advance Payment.
- (6) Notwithstanding anything contained herein before, the liability of Insurance Company under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Insurance Company under this Guarantee all rights of the Authority under this Insurance Surety Bond shall be forfeited and the Insurance Company shall be relieved from its liabilities hereunder.
- (7) The Insurance Surety Bond shall cease to be in force and effect on****.\$ Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Insurance Company shall be discharged from its liabilities hereunder.

- (8) The Insurance Company undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Insurance Company.
- (9) Any notice by way of request, demand or otherwise hereunder may be sent by post or submitted personally addressed to the Surety Insurer at its above referred branch or by email to the official email id of the Mumbai branch or authorised official of the Surety Insurer, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered In due course of post and in proving such notice, When given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
- (10) This Insurance Surety Bond shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 7 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance Company by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The Insurance Surety Bond should contain the name, designation and code number of the officer(s) signing the Insurance Surety bond payable at Mumbai Only.
- (ii) The Address, telephone number and other details of the head of the Insurance Company, as well as the issuing branch, should be mentioned on the covering letter of the issuing branch.

\$ Insert the date falling 6 (six) months after the date of repayment by the Contractor of the final instalment of the Advance Payment, in accordance with Clause 10.4 of the Agreement.

¹An amount is to be inserted by the Bank or financial institution representing the amount of the Advance Payment and denominated in the currency (ies) of the Advance Payment as specified in the Contract.

APPENDIX D: FORMAT FOR PRE-BID QUERIES

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

S. No.	Section/Page/Clause No.	Clause Description	Query/Clarification requested	Employer's Response
1.				