

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

For

Supply, installation, testing, commissioning and integration of electromagnetic bulk water flow meters, radar level transmitters and web-based monitoring software for strengthening water accounting and online water monitoring system at AURIC Shendra Industrial Area, Chhatrapati Sambhajinagar, Maharashtra

VOLUME 1

PART 1 INSTRUCTION TO BIDDERS (ITB)

August 2026

Managing Director

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

Maharashtra Industrial Township Limited

Notice Inviting RFQ cum RFP

Dated: **

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

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

The details of the tender are given below :-

1.	Tender No.	MITL/SBIA/2026-27/004
2.	Name of Work	Supply, installation, testing, commissioning and integration of electromagnetic bulk water flow meters, radar level transmitters and web-based monitoring software for strengthening water accounting and online water monitoring system at AURIC Shendra Industrial Area, Chhatrapati Sambhajnagar, Maharashtra
3.	Location	Shendra Industrial Area (SIA)
4.	Tender Fee	Rs. 23,600 (Rupees Twenty-Three Thousand Six Hundred only) including applicable taxes.
5.	Bid Security	Rs. 3,50,000 /- (Rupees Three Lakh Fifty Thousand Only)
6.	Contract Period	4 months from the date of issue of LOA
7.	Address for Correspondence	Managing Director, Maharashtra Industrial Township Limited Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East) Mumbai, Maharashtra State, India – 400093
8.	Details for Downloading Tender Document	The complete RFQ cum RFP document can be viewed/downloaded from website of https://aitl.eproc.in , www.auric.city from 13 th August 2026 to 04 th Sept 2026 (up to 1500 hrs. IST)
9.	Submission of Bid	Bid must be submitted online only at (https://aitl.eproc.in) on or before (up to 04 th Sept 2026, 1500 hours IST). Applications received online shall be opened on 04 th Sept 2026 (at 16.30 hours IST)
10.	Email Address for site visit	Mr. Shailesh Dhabekar (Deputy General Manager Infra) E- Mail – shailesh.dhabekar@auric.city/dgminfrashendra@mitl.org.in

		Mobile Number – 9763463774

DISCLAIMER

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

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

Information provided in this RFQ cum RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ cum RFP or arising in any way for participation in this Bidding Process.

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

The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ cum RFP. The issue of this RFQ cum RFP does not imply that the Employer is bound to select a Bidder or Contractor, as the case may be, for the Project and The Employer reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Employer or any other costs

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

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

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

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

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

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1. INTRODUCTION

1.1 Project Information

1.1.1 Background

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

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

The master plan of Shendra Bidkin Industrial Area (SBIA) comprises two parts viz. Part-I and Part-II. The Part-I consists of total area of 40.18 sq km, which is further divided into two parts, viz. Phase-I and Phase-II.

Phase-I namely the Shendra Region covers an area of 8.39 sq km located north of Jalna Road adjoining existing MIDC Shendra Industrial Park.

Phase-II of Part-I namely the Bidkin Region, which includes the remaining area of 31.79 sq km located near Bidkin which is further divided in to 3 sectors and out of which sector A is completely developed with various trunk infrastructure.

As a part of development of the Shendra Area, The Maharashtra Industrial Township Limited (MITL), (the "Employer") intends to carry minor works like Supply, installation, testing, commissioning and integration of electromagnetic bulk water flow meters, radar level transmitters and web-based monitoring software for strengthening water accounting and online water monitoring system at AURIC Shendra Industrial Area, Chhatrapati Sambhajanagar, Maharashtra. Including 4 years maintenance support for meter & software and (4 years) of DLP

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

- 1) Supply & Installation of Power Operated electromagnetic water flow meter along with valves of following sizes

Sr. No.	Dia. Of Flow Meter	UoM	Qty.	Location
1	600mm	Nos	2	1. UGSR Potable Water Inlet 2. UGSR Potable Water Outlet
2	500mm	Nos	2	1. ESR RW Outlet

				2. UGSR Recycle Water Outlet
3	400mm	Nos	3	1. MIDC Shendra Water Tank 2. ESR Potable water outlet 3. UGSR Recycle Water PW Inlet
4	200mm	Nos	1	1. UGSR Recycle Water CETP Inlet
5	150 mm	Nos	1	1. Fire Fighting Outlet

- a. Installation of Flowmeter including the Excavation of soft & hard rock, Bedding, Pipe & fittings of required size, installation as per Standard by Making U shape arrangement as per IS code, Power supply for installation, Chamber of required size along with MS jali Cover as per approved by Engineer Incharge. Including 4 years maintenance support for meter & software and (4 years) of DLP.
- b. Power Supply for meter is in the scope of MITL but the arrangement for power supply at source if any including , cable from supply point to meter is in the scope of contractor.
- c. Supply & Installation of Level Transmitter at UGSR Potable Water, ESR Potable Water, Fire Tank at UGSR PW, UGSR Recycle Water, ESR Recycle Water including Power Supply. Power Supply for level transmitter is in the scope of MITL but the arrangement for power supply at source if any including, cable from supply point to meter is in the scope of contractor.

TECHNICAL REQUIREMENT FOR CONTINUOUS WATER MONITORING SYSTEM FOR MITL

1. Name of Work

Supply, installation, testing, commissioning and integration of electromagnetic bulk water flow meters, radar level transmitters and web-based monitoring software for strengthening water accounting and online water monitoring system at AURIC Shendra Industrial Area, Chhatrapati Sambhajinagar, Maharashtra.

2. Background and Problem Statement

Auric City water management system presently consists of potable water, recycled water, effluent and utility water distribution infrastructure. The system requires continuous and reliable monitoring to improve visibility, reduce losses and establish accurate water accounting.

At present, the water network faces the following major challenges:

- a. High Non-Revenue Water / Unaccounted Water
- b. Lack of real-time visibility of actual consumption at source, tank, utility and consumer level.
- c. Concentration of major consumption among few large users, requiring detailed consumer-level monitoring.
- d. Limited visibility on fresh water versus recycled water usage.
- e. Absence of a common baseline for water mass balance.

- f. Need for continuous monitoring of tank levels, flow meter health, water balance, consumption trend and leakage-prone locations.
- g. Requirement to integrate existing consumer-end smart meters such as Krishnam Technology / Dhara Smart meters through API.

The objective of this tender is to establish a complete web-based continuous water monitoring system for MITL, covering field instrumentation, communication, dashboard, analytics, alarms, reporting and performance monitoring.

3. Objective of the Work

The objective is to implement a centralized, web-based and continuous monitoring system for MITL water supply network to achieve the following:

- a. Live monitoring of all major inlet and outlet flow points.
- b. Live monitoring of water level in UGSR, ESR and fire water tanks.
- c. Integration of existing consumer smart meters through API.
- d. Establishment of section-wise water balance.
- e. Calculation of accounted water, unaccounted water and NRW.
- f. Identification of abnormal consumption, leakage and flow imbalance.
- g. Dashboard-based decision support for management and operations team.
- h. Monthly diagnostic reports for water loss, meter health, energy efficiency and system performance.
- i. Future scalability for energy, water quality, pressure, pump health, asset health and billing integration.

4. Broad Scope of Work

The contractor shall be responsible for design, supply, installation, testing, commissioning and integration of the complete continuous water monitoring system.

The scope shall include:

1. Supply and installation of 9 Nos. electromagnetic flow meters along with valves.
2. Supply and installation of 5 Nos. radar level transmitters.
3. Supply and installation of RTU / IoT gateway / data acquisition system.
4. Civil, mechanical, electrical and communication works.
5. Joining or merging of 600 MM water line of MITL with 400 MM water line of Already laid in MIDC along with supply of required pipe, excavation and all other related works located at Shendra MIDC near SKODA
6. Construction of flow meter chambers
7. Integration of all field instruments with design and development of web-based software for monitoring of water supply system for Potable water Recycle Water Industrial & Residential Sewerage System.
8. API integration with existing Krishnam Technology Smart consumer meters.
9. Software shall be compactible for integration of current, new and any type of flow meter and sensor.
10. Development and commissioning of web based central dashboard.
11. Water balance, NRW and sectional loss analytics.
12. Alarm and alert management.
13. Reports and trend analysis.

14. Training, documentation and handholding.
15. Two-year sustenance and performance service of flow meter and level transmitter
16. Operation and maintenance of Web based central dashboard 4 years support as specified in the tender.

PART A: ELECTROMAGNETIC FLOW METERS

5. Supply and Installation of Power Operated Electromagnetic Water Flow Meters

The contractor shall supply, install, test and commission power operated electromagnetic water flow meters along with required valves, pipe fittings, chambers, electrical cabling, communication arrangement and all allied works at the following locations.

Sr. No.	Diameter of Flow Meter	UoM	Qty.	Location
1	600 mm	Nos.	2	UGSR Potable Water Inlet and UGSR Potable Water Outlet
2	500 mm	Nos.	2	ESR Recycled Water Outlet and UGSR Recycled Water Outlet
3	400 mm	Nos.	3	MIDC Shendra Water Tank, ESR Potable Water Outlet and UGSR Recycled Water / Potable Water Inlet
4	200 mm	Nos.	1	UGSR Recycled Water CETP Inlet
5	150 mm	Nos.	1	Fire Fighting Outlet

Total Quantity: 9 Nos. electromagnetic flow meters

6. Scope of Work for Flow Meter Installation

The contractor's scope shall include:

- a. Supply and installation of electromagnetic water flow meters of required diameter.
- b. Supply of suitable compatible valves, flanges, gaskets, nuts, bolts, pipe pieces, reducers, dismantling joints, spool pieces and all other required fittings.
- c. Excavation in all types of strata including soft rock, hard rock and existing ground conditions.
- d. Dewatering, shoring, barricading and safety arrangements wherever required.
- e. Providing bedding, pipe supports, thrust blocks, PCC / RCC foundations and reinstatement of excavated area.
- f. Installation of flow meters as per manufacturer recommendation, approved drawings and good engineering practice.
- g. Maintaining required straight length before and after the electromagnetic flow meter.
- h. Providing U-shape arrangement wherever required to maintain full bore flow condition.
- i. Construction of suitable RCC / masonry chamber for each flow meter, valves and fittings.

- j. Plastering, waterproofing, drainage arrangement and safe access for operation and maintenance.
- k. Providing MS jali cover / chequered plate cover / heavy-duty cover as approved by Engineer-in-Charge.
- l. Supply and installation of electrical cables, signal cables, cable trays, conduits, junction boxes, earthing and accessories.
- m. Power supply source shall be provided by MITL. However, all arrangements from the available power supply point to the meter shall be in the contractor's scope.
- n. Protection of instruments from water ingress, dust, weather, rodents and mechanical damage.
- o. Integration of all flow meters with RTU / IoT gateway and central dashboard.
- p. Testing, calibration, commissioning and demonstration in the presence of Engineer-in-Charge.
- q. Joining or merging of 600 MM water line of MITL with 400 MM water line of Already laid in MIDC along with supply of required pipe, fittings excavation and all other related works to complete the work including supply of power for execution of the work. rectification of Damages to other utilities & during the work is also the responsibility of the contractor.

8. General Specification of Mains Powered Electromagnetic Flow Meter

- a. The flow meter shall work on Faraday's law of electromagnetic induction.
- b. The flow meter shall comprise flow sensor / primary head and flow transmitter / converter.
- c. The flow sensor shall have two built-in sensing electrodes of SS316L.
- d. Liner material shall be hard rubber with drinking water approval from CFTRI or equivalent approved authority. Approval certificate shall be submitted with the offer.
- e. Flow meter flanges shall be welded to the meter tube. Wafer design, lap joint design or conical flow tube design shall not be accepted.
- f. Since flow meters shall be installed in chambers, coil housing of the flow sensor shall be fully welded. Bolted coil housing shall not be accepted.
- g. Coil housing material shall be SS304 or SS316. All flow meters supplied under this work shall have coil housing of same material of construction.
- h. Flow sensor shall be fully painted, including housing, flange and tube, as per ISO 12944 standard or equivalent. Minimum paint thickness shall be 125 micron.
- i. Grounding rings shall be provided on both sides of the meter.
- j. Grounding / protection rings shall be of SS316 material and shall be suitably bolted to both meter flanges.
- k. Grounding by electrode shall not be acceptable.
- l. Flow sensor junction box and nozzle shall be of SS316 material.
- m. Flow sensor junction box shall be wired with 20-meter coil and electrode cable and factory potted at the flow meter manufacturer's works.
- n. Cable shall be double shielded to avoid interference and noise pickup.
- o. Site potting for IP68 protection shall not be accepted.
- p. Flow sensor shall comply with ingress protection IP68. Type test certificate for offered model shall be submitted with the offer.

- q. Flow sensor shall be provided with two anti-kink cable glands suitable for IP68 protection.
- r. Transmitter shall be microprocessor-based and wall / panel mounted type.
- s. Flow transmitter shall be freely programmable from front fascia without opening transmitter housing through keypad / magnetic pin / optical keys.
- t. Flow transmitter shall provide the following outputs:
1. One scalable pulse output.
 2. One current output 4–20 mA.
 3. One HART communication output.
 4. One Modbus communication output.
- u. All outputs shall be galvanically isolated.
- v. Flow transmitter display shall be graphical two-line backlit LCD display.
- w. Display shall be readable in dark or poor-light conditions.
- x. Flow transmitter shall display:
1. Actual flow rate.
 2. Sum totalized flow value.
 3. Forward / reverse flow totalized value.
 4. Flow direction.
 5. Status symbols.
- y. Flow transmitter display shall have bar graph showing 0% to 100% flow rate.
- z. Flow meter tag number shall be programmable and displayed on the transmitter display.
- aa. Flow meter shall provide flexibility to test flow velocity and conductivity.
- bb. Flow transmitter shall have universal power supply operating from 100 to 230 V AC.
- cc. Flow meters shall be calibrated at three points with water as medium at manufacturer's in-house NABL accredited volume flow calibration facility in India.
- dd. If manufacturer's facility is not NABL accredited for the relevant meter sizes, calibration shall be carried out at FCRI Palakkad or equivalent approved laboratory.
- ee. For foreign manufacturers not having manufacturing facility in India, three-point water calibration shall be carried out at FCRI Palakkad or equivalent approved laboratory.
- ff. Accuracy of manufacturer's in-house volume flow calibration lab shall be at least three times better than the accuracy of flow meter.
- gg. Accuracy of manufacturer's calibration lab shall be less than $\pm 0.1\%$ and shall be mentioned in NABL accreditation certificate.
- hh. Manufacturer's in-house flow calibration lab shall preferably be based on volumetric calibration method / direct volume comparison.
- ii. NABL laboratory accreditation certificate of the flow meter manufacturer shall be submitted with technical bid.

8. Data Sheet for Mains Powered Electromagnetic Flow Meter

Sr. No.	Description	Requirement	Vendor Compliance
1	Make	As per approved vendor list	

2	Model No.	As per manufacturer	
3	Flow meter size and quantity	As per Annexure / BOQ	
4	Operating pressure	Maximum 10 kg/cm ² (g)	
5	Operating temperature	0°C to 80°C maximum	
6	Fluid	Water	

A. Flow Sensor / Primary Head

Sr. No.	Description	Requirement	Vendor Compliance
1	Measuring principle	Faraday's law of electromagnetic induction	
2	Flow meter type	Full bore electromagnetic flow meter without pressure loss	
3	Excitation type	Pulsed DC excitation	
4	MOC of flow tube / meter tube	SS316	
5	Lining material	Hard rubber	
6	Measuring electrode material	SS316 / SS316L	
7	Meter flange type and MOC	Fixed welded flanges in CS	
8	Not acceptable design	Lap joint flange / wafer design not acceptable	
9	Meter flange pressure rating	DIN / AWWA / ASME for 10 bar or higher as per process pressure	
10	Flow sensor coil housing type	Fully welded construction	
11	Coil housing MOC	MS / SS304 / SS316	
12	Junction box MOC	SS316	
13	Earthing type	SS316 grounding ring on both sides	
14	Grounding electrode	Not acceptable	
15	Ingress protection	IP68, factory potted and sealed with 20 m coil and electrode cable	
16	Cable glands	Anti-kink cable glands for electrode and coil cable	

B. Flow Transmitter / Converter

Sr. No.	Description	Requirement	Vendor Compliance
1	Type	Microprocessor-based, remote version	
2	Power supply	Universal 100–230 VAC, 50/60 Hz or 24 VDC	
3	Display	Two-line backlit LCD display	

4	Display parameters	Instantaneous flow, sum totalizer, forward / reverse totalizer, flow direction, status symbols	
5	Measuring accuracy	$\pm 0.5\%$ of measured value for velocity above 0.5 m/s	
6	Input	From flow sensor	
7	Outputs	4–20 mA with HART, pulse, Modbus RS485, status output for diagnosis	
8	Communication interface	Modbus RS485 and HART	
9	Diagnostic functions	Empty pipe detection, flow exceeding limit, device / hardware error, totalizer overflow, high electronics temperature	
10	Enclosure MOC	Die-cast aluminium or manufacturer standard	
11	Enclosure protection	IP67 or better	
12	Programming	Keypad / magnetic / optical	
13	Cable glands	Four nos. polyamide cable glands	

12. Testing of Electromagnetic Flow Meters

The manufacturer shall carry out the following tests on every single flow meter during manufacturing and shall submit test certificates:

- Three-point water calibration certificate.
- Hydro test certificate.
- Material test certificate for electrode, coil housing and flow tube.
- Test and guarantee certificate.
- Spark test certificate.
- Visual inspection certificate.
- IP protection certificate for offered model.

13. Factory Acceptance Test / Inspection

Inspection shall be carried out before dispatch at manufacturer's factory. Inspection may be witnessed by MITL / Engineer-in-Charge / third-party inspection agency.

Sr. No.	Inspection Type	Percentage of Order Quantity
1	Visual inspection for finish and quantity	100%
2	Review of calibration and hydro test certificates	100%
3	Three-point water calibration witnessing	10%
4	Megger test to verify coil isolation	10%
5	DFT paint test for paint thickness of 125 micron	10%

16. Approved Makes for Electromagnetic Flow Meters

The following makes may be considered, subject to compliance with tender specifications:

- a. Endress+Hauser
- b. Honeywell
- c. ABB
- d. Emerson
- e. Krohne Marshall
- f. Or equivalent approved make, subject to MITL approval

PART B: RADAR LEVEL TRANSMITTERS**17. Supply and Installation of Level Transmitters**

The contractor shall supply, install, test and commission radar level transmitters for continuous water level monitoring at the following locations:

Sr. No.	Tank Location	UoM	Qty.
1	UGSR Potable Water Tank	Nos.	1
2	ESR Potable Water Tank	Nos.	1
3	Fire Tank at UGSR Potable Water	Nos.	1
4	UGSR Recycled Water Tank	Nos.	1
5	ESR Recycled Water Tank	Nos.	1

Total Quantity: 5 Nos. radar level transmitters

18. Scope of Work for Level Transmitter Installation

The contractor's scope shall include:

- a. Supply and installation of radar level transmitters.
- b. Suitable mounting arrangement for UGSR, ESR and fire tank.
- c. Brackets, clamps, nozzle connection, cable glands, junction boxes and accessories.
- d. Power supply cabling from MITL-provided power point.
- e. Signal cable / communication cable from transmitter to local panel / RTU / monitoring system.
- f. HDPE / GI pipework, housing, panel, cabling and interconnecting wiring as required.
- g. Safety measures to minimize disturbance due to turbulence, strong air currents, electromagnetic waves and surface undulations.
- h. Configuration, testing, calibration and commissioning.
- i. Integration with web dashboard.
- j. Display of level in meter, percentage and volume.
- k. Alarm generation for high level, low level, overflow, empty tank and sudden level drop.

19. General Specification of Radar Level Transmitter

- a. Level transmitter shall work on non-contact FMCW radar technology.
- b. Pulse radar technology shall not be accepted unless specifically approved by MITL.
- c. Radar level measuring system shall comprise radar level transmitter and all accessories required to complete level measurement loop.
- d. Radar level transmitter shall be installed to achieve most accurate measurement.

- e. Level sensor shall be suitable for flange or thread mounting as per site condition.
- f. Instrument shall have facility for damping / averaging effect of waves and undulations on water surface.
- g. Instrument shall classify rate of change of level to provide steady reading.
- h. All interconnecting wiring, pipework, housing, cabling, panel and accessories shall be provided by the contractor.
- i. System shall be suitable for continuous operation in water tank environment.

20. Datasheet for Radar Level Transmitter

Description	Requirement	Vendor Compliance
Make	As per approved vendor list	
Model No.	As per manufacturer	
Ambient temperature	0°C to 80°C	
Humidity	0 to 99% RH	
Sensor type	Non-contact radar using FMCW technology	
Range	0 to 10 m or as per site condition	
Accuracy	±5 mm	
Resolution	1 mm	
Frequency range	W-band, 77 to 81 GHz	
Output	4–20 mA with HART 7 and Bluetooth connectivity	
Power supply	12 to 35 V DC	
Ingress protection	IP68 or better with 5 m cable	
Material	Wetted parts including antenna PVDF or suitable material	
Process connection	Threaded or flanged	
Beam angle	8 degree or lesser	
Minimum blocking distance	0.1 m or less	
Cable gland	M20 x 1.5 with aluminium clamp	
Standards	NAMUR NE21, NE43, NE53 and NE107 or equivalent	
Mobile app	Mobile app on Android / iOS for wireless setup and commissioning	

21. Display / Remote Indicator for Level Transmitter

Description	Requirement	Vendor Compliance
Type	Microprocessor-based, remote version	
Power supply	Universal 100–230 VAC or 24 VDC	

Display type	Digital LCD / LED readout at site	
Display parameter	Level	
Input	From level sensor	
Output	4–20 mA	
Communication interface	Modbus RS485	
Alarm contacts	High / low alarm, two set points	
Enclosure MOC	ABS plastic or suitable industrial enclosure	
Programming	Keypad / magnetic / optical	
Mounting	Panel mounted	

PART D: RTU / IoT GATEWAY / DATA ACQUISITION SYSTEM

23. General Specification of Remote Terminal Unit

The contractor shall provide suitable RTU / IoT gateway / edge device for field data acquisition and transmission.

The RTU shall:

- a. Support continuous self-validation.
- b. Allow remote diagnostics of meter health.
- c. Support indicative water quality data such as hardness / salinity / conductivity if connected instruments are provided.
- d. Accept diagnostics available from electromagnetic flow meters through digital ports.
- e. Continuously monitor flow meter condition.
- f. Support dual SIM with minimum 4G communication.
- g. Provide daily and hourly consumption data.
- h. Communicate with central system and share site condition data.
- i. Monitor power status, meter interconnection, meter on/off status and communication failure.
- j. Be configurable remotely through secure and traceable ecosystem.
- k. Communicate with multiple hosts / water partners, wherever approved by MITL.
- l. Send SMS based on configurable consumption alert points.
- m. Validate connected flow meter.
- n. Be manufactured in India or have approved Indian service support.
- o. Have CE certification and EMI / RFI certification from reputed laboratory.
- p. Be suitable for harsh industrial and corrosive environments.

24. Datasheet for IoT Gateway / Edge RTU

Sr. No.	Item	Specification	Vendor Compliance
1	Power mechanism	AC to DC power adapter with dying gasp alarm before power down	

2	Communication ports	Minimum 1 Ethernet port, dual SIM support, RS232 / RS485, DI / DO peripherals	
3	Networking	GSM / GPRS / 4G / LTE / 5G, Ethernet, SD-WAN support, LTE QoS	
4	Communication protocol	MQTT / HTTPS using TLS / DTLS / AES 128 / AES 192 / AES 256 / SHA-384 / SHA-512, SNMP, GPS / GNSS support where required	
5	Data backup	Internal / external memory for minimum 30 days data storage during power or network failure	
6	Body type	Industrial grade, 0°C to 60°C, protective casing minimum IP52 or better	
7	Certification	CE, EN/IEC 61000-4-5 surge, EN/IEC 61000-4-11 voltage disturbance immunity, EN/IEC 61000-4-4 EFT burst	
8	OEM certification	Common Criteria certified / equivalent certificate for RTU software, wherever applicable	
9	Field connectivity	Modbus, HART and digital protocol support	
10	Data acquisition	Modbus RS232 / RS485 to MQTT / Modbus TCP over internet	
11	Remote configuration	Remote configuration provision to avoid repeated site visits	
12	Power supply	Bidder shall extend power supply to IoT gateway from available source	
13	Management	Central management dashboard for all RTUs with operator-based monitoring and network visibility	
14	Continuous flow meter validation	RTU shall support real-time validation of flow meter and alert in case of malfunction or change in parameterization	

PART E: WEB-BASED WATER MONITORING DASHBOARD

26. Central Dashboard Requirement

The contractor shall design, develop, configure, test and commission a centralized web-based dashboard.

The dashboard shall be accessible through standard web browser and shall be mobile-responsive.

The central dashboard shall provide single source of truth for MITL water network.

It shall integrate:

- a. Electromagnetic flow meters.
- b. Radar level transmitters.
- c. RTU / IoT gateways.
- d. Consumer-end smart meters through API.
- e. Future energy meters.
- f. Future water quality analyzers.
- g. Future pump and asset health systems.

27. Main Dashboard

The main dashboard shall display:

- a. Total water received.
- b. Total water supplied.
- c. Total water available in tanks.
- d. Total consumer consumption.
- e. Accounted water.
- f. Unaccounted water.
- g. NRW percentage.
- h. Live tank levels.
- i. Live flow at all major locations.
- j. Inlet and outlet comparison.
- k. Potable water and recycled water usage.
- l. Tank filling / emptying status.
- m. Meter online / offline status.
- n. Level transmitter online / offline status.
- o. RTU online / offline status.
- p. Consumer meter communication status.
- q. Active alarms.
- r. Critical alarms.
- s. Today's water balance.
- t. Monthly water balance.
- u. Utility-wise consumption.
- v. Zone-wise consumption.
- w. Last data received time.
- x. Overall system health.

28. Flow Meter Dashboard

The flow meter dashboard shall provide:

- a. Meter-wise live flow rate.
- b. Meter-wise cumulative reading.
- c. Daily flow.
- d. Hourly consumption.
- e. Monthly flow.
- f. Forward flow.
- g. Reverse flow.

- h. High-flow indication.
- i. Low-flow indication.
- j. No-flow status.
- k. Empty pipe detection status.
- l. Meter health status.
- m. Communication status.
- n. Last reading received.
- o. Flow trend chart.
- p. Meter-wise historical data.
- q. Inlet-outlet comparison.
- r. Export of meter readings.

29. Tank Level Dashboard

The tank level dashboard shall provide:

- a. Tank name.
- b. Tank capacity.
- c. Live water level in meter.
- d. Live water level in percentage.
- e. Live storage volume.
- f. High-level alarm limit.
- g. Low-level alarm limit.
- h. Overflow level.
- i. Filling status.
- j. Emptying status.
- k. Stable status.
- l. Filling rate.
- m. Emptying rate.
- n. Historical level trend.
- o. Inlet flow.
- p. Outlet flow.
- q. Tank water balance.
- r. Tank alarm status.

The dashboard shall show tank level in graphical format.

30. Consumer Smart Meter API Integration

The system shall integrate with existing consumer-end smart meters, including Krishnam Technology / Dhara Smart meters, through API.

The contractor shall coordinate with MITL and the existing meter service provider for API documentation, authentication, data mapping and testing.

The software shall fetch and display:

- a. Consumer meter ID.
- b. Consumer name.
- c. Plot number / connection number.
- d. Current reading.
- e. Daily consumption.

- f. Hourly consumption, if available.
- g. Monthly consumption.
- h. Historical consumption.
- i. Meter status.
- j. Communication status.
- k. Last data received time.
- l. Tamper alert, if available.
- m. Low battery alert, if available.
- n. Reverse flow alert, if available.
- o. Abnormal consumption alert.
- p. Zero consumption alert.
- q. API sync status.

The system shall maintain API logs for:

- a. API call time.
- b. Success / failure status.
- c. Response time.
- d. Error reason.
- e. Last successful data sync.
- f. Data mismatch, if any.

31. Sectional Water Balance

The dashboard shall continuously compute and display sectional water balance.

The system shall correlate flow data across different nodes and provide actionable insights to isolate leakages and anomalies in specific sections.

The system shall provide:

- a. Section-wise inlet.
- b. Section-wise outlet.
- c. Section-wise consumer consumption.
- d. Section-wise accounted water.
- e. Section-wise unaccounted water.
- f. Section-wise NRW percentage.
- g. Suspected leakage zone.
- h. Abnormal night flow indication.
- i. Trend of section-wise water loss.

32. Ring Network Withdrawal Validation

The bidder shall study the technical feasibility of monitoring withdrawal from ring network / looped configuration.

The bidder shall propose and implement a suitable methodology to monitor and validate withdrawal from such looped network configurations.

The methodology may include:

- a. Multiple node flow correlation.
- b. Directional flow measurement.
- c. Sectional inlet-outlet balance.
- d. Consumer withdrawal mapping.

- e. Hydraulic logic-based validation.
 - f. Dashboard-based anomaly identification.
- The final methodology shall be approved by MITL.

33. Overall Unaccounted Water Computation

The platform shall calculate overall unaccounted water restricted to the distribution network.

The calculation shall compare:

- a. Network intake.
- b. Tank inlet and outlet.
- c. Sectional output.
- d. Consumer meter consumption.
- e. Utility consumption.
- f. Recycled water flow.
- g. Fire water drawal, if any.

The dashboard shall dynamically track Unaccounted For Water and provide prioritized leakage suspect list.

34. NRW and Water KPI Dashboard

The system shall validate and track the following KPIs:

- a. Non-Revenue Water.
- b. Accounted water.
- c. Unaccounted water.
- d. Energy per cubic meter, if energy meter / pump data is integrated.
- e. Water quality compliance percentage, if water quality analyzer is integrated.
- f. Equitable distribution percentage, as future capability.
- g. Asset health and availability percentage, as future capability.
- h. Specific water consumption.
- i. Cost of water ownership.
- j. Pumping / treatment efficiency, if relevant data is available.

35. Actionable Insights Module

The central dashboard shall provide an Actionable Insights module.

The module shall:

- a. Prioritize leakage alerts.
- b. Identify high-loss zones.
- c. Identify abnormal consumption.
- d. Distinguish between process anomalies and measurement errors.
- e. Identify pump best operating points, if pump and energy data is integrated.
- f. Identify meter communication issues.
- g. Identify possible meter malfunction.
- h. Identify high specific water consumption.
- i. Support calculation of cost of water ownership.
- j. Support monthly review and corrective action planning.

36. Indicative Water Quality Monitoring

The system shall be capable of integrating indicative water quality parameters.

Minimum future / optional parameters may include:

- a. Salinity.
- b. Conductivity.
- c. Hardness.
- d. pH.
- e. Turbidity.
- f. Residual chlorine.
- g. TDS.

The system shall automatically trigger alerts for abnormal readings if such analyzers are installed and integrated.

PART F: ALARMS, REPORTS AND ANALYTICS**37. Alarm and Alert Management**

The software shall generate configurable alarms based on meter readings, level readings, RTU status, API status and communication failure.

Minimum alarms shall include:

- a. High flow alarm.
- b. Low flow alarm.
- c. No-flow alarm.
- d. Reverse flow alarm.
- e. Empty pipe alarm.
- f. Flow meter communication failure.
- g. Flow meter abnormal reading.
- h. Flow meter parameter change alarm.
- i. Level transmitter communication failure.
- j. Tank high-level alarm.
- k. Tank low-level alarm.
- l. Tank overflow alarm.
- m. Tank empty condition.
- n. Sudden tank level drop.
- o. Inlet-outlet flow mismatch.
- p. Abnormal consumer consumption.
- q. Zero consumption for defined period.
- r. Consumer smart meter offline.
- s. API data fetch failure.
- t. API authentication failure.
- u. Sudden increase in consumption.
- v. Possible leakage alert.
- w. RTU communication failure.
- x. Power failure alarm.
- y. Server / application health alarm.

Alarm notification shall be available through dashboard, email, SMS and WhatsApp alert if technically feasible and approved by MITL.

38. Reports Requirement

The system shall provide automatic and manual reports.

Minimum reports shall include:

- a. Daily flow meter reading report.
- b. Hourly consumption report.
- c. Daily tank level report.
- d. Daily water balance report.
- e. Monthly water balance report.
- f. Consumer-wise consumption report.
- g. Utility-wise consumption report.
- h. Tank-wise inflow-outflow report.
- i. NRW / water loss report.
- j. Sectional water balance report.
- k. Meter offline report.
- l. Level transmitter offline report.
- m. RTU health report.
- n. API sync status report.
- o. Alarm report.
- p. Abnormal consumption report.
- q. Zero consumption report.
- r. Monthly meter health report.
- s. Monthly diagnostic report.
- t. Monthly management summary report.
- u. Custom date-range report.
- v. Historical trend report.

Reports shall be exportable in Excel, PDF and CSV.

39. Monthly Diagnostic and Performance Report

The bidder shall submit monthly diagnostic reports during the sustenance period.

The report shall include:

- a. Total water received.
- b. Total water distributed.
- c. Accounted water.
- d. Unaccounted water.
- e. NRW percentage.
- f. Section-wise water loss.
- g. Leakage suspect list.
- h. High consumption users.
- i. Abnormal consumption users.
- j. Consumer meter communication status.
- k. Flow meter health status.
- l. RTU health status.
- m. Level transmitter health status.
- n. API integration status.

- o. Energy per m³, if energy data is integrated.
- p. Water quality trends, if analyzer data is integrated.
- q. Recommended corrective actions.
- r. Progress on previous month's action points.

PART G: DATA STORAGE, CYBERSECURITY AND HOSTING

40. Data Storage

The system shall store all data in a secure database.

Minimum requirements:

- a. Live data storage.
- b. Historical data storage.
- c. Minimum five years data retention.
- d. Daily data backup.
- e. Data recovery facility.
- f. Time-stamped data.
- g. Source-wise data tagging.
- h. Audit trail.
- i. Data export facility.
- j. No overwriting of historical records without MITL approval.

41. Cybersecurity

The system shall provide:

- a. Secure login.
- b. HTTPS / SSL.
- c. Role-based access control.
- d. Encrypted password storage.
- e. Secure API authentication.
- f. Firewall protection.
- g. User activity log.
- h. Automatic session timeout.
- i. Audit trail.
- j. Server security.
- k. Database backup.
- l. Protection against unauthorized access.
- m. Regular security updates.
- n. Secure communication between RTU and server.

42. Hosting Requirement

The bidder shall propose suitable hosting arrangement.

The system may be hosted on:

- a. Cloud server.
- b. MITL server.
- c. Hybrid arrangement.

The hosting scope shall include:

- a. Application server.

- b. Database server.
 - c. Backup mechanism.
 - d. SSL certificate.
 - e. Server monitoring.
 - f. Security monitoring.
 - g. Disaster recovery mechanism.
- Minimum uptime shall be 99.5% or higher.

PART H: USER MANAGEMENT AND ACCESS

43. User Management

The system shall provide role-based user access.

Suggested user levels:

- a. Administrator.
- b. MITL Management.
- c. Water Department Head.
- d. Control Room Operator.
- e. Field Engineer.
- f. Billing / Commercial User.
- g. Maintenance User.
- h. Read-only User.
- i. External Auditor / Consultant, if approved by MITL.

The administrator shall manage user creation, deletion, access rights, report rights, dashboard rights, alarm acknowledgement rights and data export rights.

PART I: TESTING, COMMISSIONING AND TRAINING

44. Testing and Commissioning

The contractor shall carry out complete testing and commissioning including:

- a. Physical verification of all installed meters.
- b. Verification of flow meter installation.
- c. Verification of straight length.
- d. Verification of U-shape arrangement wherever applicable.
- e. Verification of chambers and covers.
- f. Electrical testing.
- g. Communication testing.
- h. Level transmitter configuration.
- i. Flow meter calibration verification.
- j. RTU communication testing.
- k. Dashboard data verification.
- l. API integration testing.
- m. Alarm testing.
- n. Report testing.
- o. User acceptance testing.
- p. Demonstration to Engineer-in-Charge.
- q. Submission of commissioning report.

45. Training

The contractor shall provide training to MITL users for:

- a. Dashboard operation.
- b. Flow meter monitoring.
- c. Tank level monitoring.
- d. Consumer smart meter data monitoring.
- e. Alarm acknowledgement.
- f. Report generation.
- g. Data export.
- h. User management.
- i. API status monitoring.
- j. RTU health monitoring.
- k. Basic troubleshooting.

PART J: DOCUMENTATION**46. Documents to be Submitted**

The contractor shall submit:

- a. Technical data sheets of flow meters.
- b. Technical data sheets of radar level transmitters.
- c. RTU / IoT gateway data sheets.
- d. Calibration certificates.
- e. Material test certificates.
- f. Hydro test certificates.
- g. Spark test certificates.
- h. Installation drawings.
- i. Chamber drawings.
- j. Electrical wiring drawings.
- k. Communication architecture.
- l. Software architecture.
- m. Dashboard screenshots.
- n. API integration document.
- o. Alarm logic matrix.
- p. Report format samples.
- q. User manual.
- r. Admin manual.
- s. Testing and commissioning report.
- t. Training completion report.
- u. As-built drawings.
- v. Warranty certificates.
- w. Monthly health report format.

PART K: SUSTENANCE, O&M AND SLA**47. One-Year Sustenance and Performance Service**

The bidder shall provide one-year sustenance and performance service after commissioning.

This service shall include:

- a. Data acquisition monitoring.
- b. Monthly diagnostic reports.
- c. Leakage identification support.
- d. Pump anomaly identification, if pump data is integrated.
- e. Water consumption trend analysis.
- f. Meter health review.
- g. RTU health review.
- h. API performance review.
- i. Recommendations for NRW reduction.
- j. Support for year-on-year reduction in specific water consumption.

48. Operation and Maintenance Support

The contractor shall provide O&M support for the complete system.

Support shall include:

- a. Software maintenance.
- b. Bug fixing.
- c. Dashboard correction.
- d. API maintenance.
- e. Communication issue support.
- f. Server monitoring.
- g. Data backup monitoring.
- h. Report modification.
- i. Minor dashboard changes.
- j. Instrument data troubleshooting.
- k. Monthly health report.
- l. Quarterly performance review.

49. Service Level Agreement

Item	Requirement
Application uptime	Minimum 99.5%
Validated measurement uptime	Minimum 95% on monthly average
Critical issue response	Within 2 hours
Critical issue resolution	Within 24 hours
Major issue response	Within 4 hours
Major issue resolution	Within 48 hours
Minor issue response	Within 1 working day
Minor issue resolution	Within 5 working days
Data backup	Daily
System health report	Monthly
Review meeting	Quarterly

PART L: WARRANTY AND OWNERSHIP**50. Warranty**

The contractor shall provide warranty for all supplied equipment and software.

Warranty shall cover:

- a. Flow meters.
- b. Radar level transmitters.
- c. RTUs / IoT gateways.
- d. Communication devices.
- e. Software application.
- f. Dashboard.
- g. API integration.
- h. Server-side configuration.
- i. Defects in installation.
- j. Defects in workmanship.

Minimum warranty period shall be 24 months from successful commissioning, unless otherwise specified by MITL.

51. Data Ownership

All data, dashboard configuration, historical records, reports and analytics generated through the system shall be the property of MITL.

The contractor shall not share, transfer, sell or use MITL data for any purpose without written approval of MITL.

MITL shall have full administrative access to the system.

52. Open Integration Clause

The system shall be open, scalable and non-proprietary as far as practicable.

The system shall be capable of integrating different makes of electromagnetic or ultrasonic flow meters, radar level transmitters, RTUs, smart meters and future instruments through standard protocols or APIs. The system shall not create vendor lock-in for MITL.

The successful bidder (the "Contractor") shall be responsible for execution of all above work mentioned as per requirement of the Engineer In charges at AURIC Shendra Industrial Area, Chhatrapati Sambhajinagar, Maharashtra

1.2 Brief description of Bidding Process

- 1.2.1 The Employer has adopted a **single stage two-part process** (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under two parts viz. Technical Bid and Financial Bid.
- 1.2.2 The Bidder has to compile and submit his Bid in accordance to requirements detailed in Clause 5 [Submission of Bids] of ITB.

- 1.2.3 Eligibility and qualification of the Bidder will be first examined based on the details submitted under First Part i.e. Technical Bid with respect to eligibility and qualifications criteria prescribed in this RFQ cum RFP.
- 1.2.4 Prior to making an Application, the Bidder shall pay Tender Fee to the Employer as indicated in the clause 4.5 [Bid Validity] of the ITB. The Financial Bid under the second part shall be opened only for only the Bidders who's Technical Bids are found to be responsive to the eligibility and qualifications requirements as per this RFQ cum RFP.
- 1.2.5 In the Bid Stage, the aforesaid qualified Bidders, including their successors (the "Bidders"), are being called upon to submit their Financial offers (the "BIDs") in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of 180 days from the Bid Due Date.
- 1.2.6 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the Contract including implementation of the Project.
- 1.2.7 The Bidders can visit site, raise pre-bid queries and attend pre-bid meeting prior to Bid submission.

1.3 **Schedule of Bidding Process**

The Employer shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
i.	Date of availability of RFQ cum RFP	13 th August 2026
ii.	Bid Due Date (BDD)	04 th Sept 2026 @ 1500 Hrs
iii.	Physical submission of bid security/ POA/etc	04 th Sept 2026 @ 1500 Hrs
iv.	Opening of Technical Bids	04 th Sept 2026 @ 16:30 Hrs
v.	Opening of Financial Bid	Will be communicated to qualified bidders
vi.	Validity of BID	180 days from BDD
vii.	Signing of Contract	Within 10 days from LOA

1.4 **Site Visit**

- 1.4.1 The Bidder is advised to visit and examine the Project site and its surroundings and obtain for itself on its own responsibility all the information like site conditions, traffic,

location, surroundings, potential developments during the installation/construction period of the project, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them that may be necessary for preparing the bid and entering into a contract for construction of the works. The costs of visiting the proposed site shall be at the bidder's own expense. Bidder can contract Employers personnel stated in Volume 1 Part 2" Contract Data Sheet" (Sr.no 21) for conducting their site visit.

1.4.2 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

1.4.3 The Employer may conduct a Site Visit concurrently.

1.5 **Corrupt or Fraudulent Practices**

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

1.5.2 Without prejudice to the rights of the Employer under Clause 1.6.1 hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Employer

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

"Corrupt practice" means

- i. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of

value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

- ii. save and except as permitted under Clause 2.2.1 of this RFQ cum RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;

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

“Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

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

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

2. GENERAL

2.1 Scope of Bid

- 2.1.1 Maharashtra Industrial Township Limited (MITL), (the "Employer") invites Bids for Supply, installation, testing, commissioning and integration of electromagnetic bulk water flow meters, radar level transmitters and web-based monitoring software for strengthening water accounting and online water monitoring system at AURIC Shendra Industrial Area, Chhatrapati Sambhajnagar, Maharashtra (as defined in these documents and referred to as "the Project".) The successful Bidder will be expected to complete the Works, including Investigation, Drawing, design, Construction, Testing and Commissioning as detailed in the **Volume 2: Technical Specifications** by the intended completion date specified in the **Contract Data Sheet**.

2.2 Eligible Bidders

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

1. The Bidder should be a **single entity** to implement the Project. The term Bidder used herein would apply to single entity.
2. A Bidder may be a sole proprietorship, LLP, a company incorporated under the Indian Companies Act, 1956.
3. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

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

- a constituent of one Bidder is also a constituent of another Bidder
- Bidder has the same legal representative for purposes of this Bid as any other Bidder
- Bidder has a relationship with another Bidder directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other;
- Such Bidder or any of its Member thereof has participated as a consultant to the Employer in the preparation of any documents, Design or Technical specifications of the Project.

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

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

has, in the sole and exclusive opinion of the Employer:

1. Made any misleading or false representation or deliberately suppressed the information in the technical schedules/enclosures required to be submitted with /in support/as a clarification with respect to its Bid; and/or
2. Has been black-listed/debarred by any government/semi-government department/ public sector company in India or in any other foreign country; and/or
3. Has a record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses; and/or
4. Engaged in Fraud & Corrupt practices as mentioned under this RFQ cum RFP

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

2.3 Qualification of the Bidder

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

- Document defining the constitution or legal statutes, place of registration and principal place of business
- Written power of attorney of the signatory of the Bid to commit the Bidder
- Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years
- Information regarding any litigation, or arbitration resulting from contracts executed by the Bidder in the last 5 years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation and matter in dispute
- Experience in works of a similar nature and details of work carried out during the qualifying period
- The credentials to meet following Qualification Criteria clause from the Client/Employer. No self - certification will be accepted.

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

In this the '**Similar Works**' or '**Similar Project**' will mean SITC for Minimum 5 electromagnetic/ultrasonic flow meters of size 300mm & above meters in a single work i.e. from 01-04-2021 to 31-03-2026.

1. Financial Capacity:

- i. **Minimum Value of Work:** The bidder shall have satisfactorily done at least one similar work of value not less than Rs. 1.30 Cr or at least two similar work of value not less than Rs. 0.80 Cr or at least three similar work of value not less than Rs. 0.65 Cr during last 5 years (i.e. from 01-04-2021 to 31-03-2026) for any

Central/State Government department (or) Central/State Autonomous Body (or) Central/State Public Sector (or) Govt undertaking(or) private entity/company.

Bidder should furnish information as required in ITB Vol 1, Part 4, ANNEXURE V: TECHNICAL CAPACITY to demonstrate compliance with the criteria of having executed and commissioned at least one similar project as defined above.

- ii. **Minimum Annual Financial Turnover:** The bidder shall have achieved a minimum annual financial turnover of **Rs. 50 lakhs** (Rupees Fifty lakhs only) in any one year during the last five financial years (i.e. from 01-04-2021 to 31-03-2026) preceding the date of submission of bid; Bidder should furnish information as required in ITB
- iii. **Litigation History:** Bidder's shall submit litigation till the date of submission of bid). Bidder shall submit along with Bid details of all pending litigations as per ANNEXURE VI: LITIGATION/ ARBITRATION HISTORY

2. Technical Capacity – Project Works:

- i. The Bidder must demonstrate successful completion of at least one similar project in last five year. Bidder should furnish information as required in ITB Vol 1, Part 4, ANNEXURE V TECHNICAL CAPACITY – PROJECT QUALIFICATION INFORMATION

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

2.4 One Bid per Bidder

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

2.5 Cost of Bidding

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

3. BIDDING DOCUMENTS

3.1 Content of Bidding Documents

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

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

- Invitation for Bids
- Instructions to Bidders and Conditions of Contract
- General/Technical Specifications
- Tender Indicative Drawings

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

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

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

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

3.2 Clarification of Bidding Documents

3.2.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Employer in writing or by and e-mail. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Employer shall endeavour to respond to the queries within the period specified therein, but no later than 5 (five) day

prior to the **Bid Due Date**. The responses will be published as stated in the ITB. The Employer will publish the reply to all the queries in the e-proc website without identifying the source of queries.

- 3.2.2 The Employer shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.
- 3.2.3 The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Employer or its employees or representatives shall not in any way or manner be binding on the Employer.

3.3 **Amendment of Bidding Documents**

- 3.3.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding documents by issuing addenda.
- 3.3.2 Any addendum thus issued shall be part of the Bidding documents pursuant to clause 3.2.3 and shall be communicated in writing or by fax or published on portal to all Bidders. Prospective Bidders shall acknowledge receipt of each addendum by fax to the Employer within one working day of receipt. Even though the same is not acknowledged within the specified time it shall be deemed that the addendum is received by the Bidder.
- 3.3.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the Bid Due Date.

4. PREPARATION OF BIDS

4.1 Language of Bid

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

4.2 Documents Comprising the Bid

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

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

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

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

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

- Bid Form for Financial Proposal; signed by the authorized signatory;
- Schedule of Prices and Schedule of Payments;
- Any other materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders.
- The Financial Proposal shall be completed as per the itemized break down detailed in the price schedules. A Lump-sum price without the detailed breakdown will be deemed as a non-responsive bid and the Bid will be rejected.

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

regarding the alternative forms of bid security.

4.3 Bid Prices

- 4.3.1 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance relevant clause indicated in Conditions of Contract.
- 4.3.2 The supplementary Price Proposal, if applicable should only contain the changes in price resulting from the changes in the Technical Proposals. Bidders shall note that supplementary price Bid shall include price variation (increase or decrease, as the case may be) of individual affected items, resulting from corresponding changes in Technical proposal, and it is not enough to give the overall increase or decrease in price of affected items as a whole. Bidders should note that, if Employer, during the evaluation of the price proposals, considers that the changes in price are unrealistic in comparison with the original price proposal, the original / supplementary / both Bids are liable to be rejected.

4.4 Currencies of Bid and Payment

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

4.5 Bid Validity

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

4.6 Bid Security

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

**Managing Director,
Maharashtra Industrial Township Limited
Udyog Sarathi, MIDC Office,
Marol Industrial Area, Andheri (East)**

Mumbai – 400 093

Bidders are required to scan the original BG and upload the same in the e-tendering portal of Employer along with technical proposal of BID. Original BG will have to be submitted to the Employer's as per clause 5 [*Submission of Bids*].

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

The validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between Employer and the Bidder from time to time. The format of the bank guarantee shall be in accordance with the sample form of bid security included in this document.

4.6.3 Bank Details of Employer required for Bid Security Bank Guarantee:

Beneficiary Name: Maharashtra Industrial Township Limited

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

Name of the Bank: Bank of India.

Branch address: Chakala Branch

Account No: 006720110000968

IFSC Code: BKID0000067

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

4.6.5 The Bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiry of the period of bid validity.

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

4.6.7 The Bid security may be forfeited:

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

4.7 **Alternative Proposals by Bidders**

Alternative proposals will not be considered.

4.8 **Format and Signing of Bid**

- 4.8.1 The Bidder shall provide all the information sought under this RFQ cum RFP. The Employer will evaluate only those BIDs that are received online in the required formats and complete in all respects and Bid Security, processing fee and POA are received in hard copies. Incomplete and/or conditional Bids shall be liable to rejection.
- 4.8.2 The Bid shall be typed or written in indelible ink and shall be signed and sealed by a person or persons duly authorized to sign on behalf of the bidder who shall also initial each page, in blue ink. All pages of the bid and all entries where amendments have been made shall be initialled by the person or persons signing the bid.
- 4.8.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be numbered and initialled by the person or persons signing the Bid.

5. SUBMISSION OF BIDS

5.1 Sealing and Marking of Bids

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

Technical Bid

- Bid Security
- Annexure I: Form of Bid
- Annexure II: Power of Attorney for Signing the Bid
- Annexure III: Financial Capacity Qualification Information
- Annexure IV: Financial Capacity - Minimum Project Value of Similar Work
- Annexure V: Technical Capacity – Technical Qualification Information
- Annexure VI: Litigation/Arbitration History
- Annexure VII: List of Deviations

Financial Bid

- Appendix A: Form of Bid security (From Nationalised/schedule Bank in India)
 - Appendix B: Form of Performance security (From Nationalised/schedule Bank in India)
- 5.1.2 The following document supporting the Bid shall be submitted (physically in a separate envelope) marked as "Enclosures of the Technical Bid". The documents shall include:
- **Original Bid Security** for amount indicated in Notice Inviting RFQ cum RFP in the form of Demand Draft or Original Bank Guarantee in the prescribed format.
 - **Original Power of Attorney** for signing the Bid as per format at Annexure II
- 5.1.3 The envelope containing enclosures of the Bid shall clearly bear the name and address of the Bidder and following identification:
- Supply, installation, testing, commissioning and integration of electromagnetic bulk water flow meters, radar level transmitters and web-based monitoring software for strengthening water accounting and online water monitoring system at AURIC Shendra Industrial Area, Chhatrapati Sambhajinagar, Maharashtra.** In addition, the Bid Due Date should be indicated on the right-hand corner of each of the envelopes.
- 5.1.4 The envelope containing Enclosures of the Bid shall be addressed to Employer at the address indicated in Contract Data Sheet

- 5.1.5 If the envelope is not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 5.1.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 5.1.7 Technical proposal shall contain only technical information and no price information shall be included in the Technical proposal. Failure to do this the bid will be considered non-responsive and will be rejected.
- 5.1.8 Only the information provided in 'Technical Bid' though online submission will be considered for evaluation. The information provided in 'Enclosures of the Bid' including additional information, if any will be for information purpose only. The information provided in 'Enclosures of the Bid' will not be used in lieu of missing information in the Technical Bid.

5.2 **Deadline for Submission of Bids**

- 5.2.1 Technical and Financial Bid comprising of the document listed at clause 5.1.1 of the ITB shall be submitted online through e-procurement portal on or before **Bid Due Date** indicated in **Contract Data Sheet**.
- 5.2.2 Documents listed at Clause 5.1.2 of the ITB shall be physically submitted on or before the Bid Due Date, at the address provided in Clause 5.1.4 in the manner and form as detailed in RFQ cum RFP. A receipt thereof should be obtained from the person specified in Clause 5.1.4.
- 5.2.3 The bid submission would be considered to be complete only upon successful completion of both the online submission of the Technical and Financial Bid and physical copy submission of 'Enclosures of the Bid' before the Bid Due Date and Time indicated in **Contract Data Sheet**.
- 5.2.4 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an addendum in accordance, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

5.3 **Late Bids**

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

5.4 **Modification and Withdrawal of Bids**

- 5.4.1 The Bidder may modify, substitute or withdraw its BID after submission, provided that written notice of modification, substitution or withdrawal is received by the Employer prior to BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or

after the BID Due Date and Time.

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

6. BID OPENING AND EVALUATION

6.1 Bid Opening

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

by the Employer as incorrect or erroneous, the Employer shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Employer reserves the right to reject the Bid.

- 6.1.12 The Employer will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to Clause 2.3 [*Eligible Bidders*] and Clause 2.4 [*Qualification of the Bidder*] of this RFQ cum RFP.
- 6.1.13 After evaluation of Technical Bids, the Employer will publish a list of technically responsive Bidders whose financial Bids shall be opened. The Employer shall notify other Bidders that they have not been technically responsive. The Employer will not entertain any query or clarification from Applicants who fail to qualify.
- 6.1.14 The Employer shall inform the venue and time of online opening of the Financial Bids to the technically responsive Bidders through e-procurement portal of the Employer and e-mail. The Employer shall online open the Financial Bids on date and time to be informed in this clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Employer shall publicly announce the Bid Price quoted by the technically responsive Bidder. The Employer shall prepare a record of opening of Financial Bids.

6.2 **Process to be Confidential**

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

6.3 **Clarification of Bids and Contacting Employer**

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

the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

6.4 Examination of Bids and Determination of Responsiveness

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

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

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

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

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

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

6.5 Correction of Errors

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

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

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

Security Clause.

6.6 Evaluation and Comparison of Technical Proposals

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

6.7 Clarification of Technical Proposals

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

6.8 Evaluation and Comparison of Price Proposals

- 6.8.1 Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with above mentioned clause.
- 6.8.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- Making any correction for errors pursuant to Correction of Errors; or
 - Making an appropriate adjustment for any other acceptable variations, deviations; and
 - Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Correction of Errors clause.
- 6.8.3 The Employer reserves the right to accept or reject any variation, deviation offer. Variations, deviations, and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits shall not be taken into

account in Bid evaluation.

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

7. AWARD OF CONTRACT

7.1 Award Criteria

Subject to Clause 7.2, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the Lowest Evaluated Bid Price considering all cost including 4 years maintenance support for meter & software + 4 years of DLP, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of clause 2.3; (ii) qualified in accordance with the provisions of Clause 2.4; and has submitted substantially responsive Technical Proposals in accordance with clause 6.4.

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

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

7.3 Notification of Award

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

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

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

7.4 Signing of Agreement

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

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

7.5 Performance Security

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

7.5.2 Failure of the successful bidder to comply with the requirements of Clauses 7.4 and 7.5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

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