



Mahatma Phule Renewable Energy and Infrastructure Technology Limited

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

CIN No. U40106MH2021SGC358784

Date: 25-08-2025

CORRIGENDUM-2

Ref : Tender ID: 2025_SJASA_1201985_1

The modified/corrected e-RFP of "Appointment of Consultant for Preparation/ Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi.. Please visit website and download modified/corrected e-RFP.

Reference Website: 1) <http://mahapreit.in>

2) <http://mahatenders.gov.in>

Sd/-

Project Director (SIP)



**MAHATMA PHULE RENEWABLE ENERGY
AND INFRASTRUCTURE TECHNOLOGY
LIMITED (MAHAPREIT)**

Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi.

2025 – 2026

Employer

MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY
LIMITED (MAHAPREIT)

Tender Portal- <https://mahatenders.gov.in>

(Under organization name - Social Justice and special Assistance Department)

e-RFP documents on- <https://mahapreit.in>

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SECTION- I: INTRODUCTION PROJECT DETAILS & E- TENDER NOTICE

A) INTRODUCTION:

1. Mahatma Phule Renewable Energy and Infrastructure Technology Ltd (MAHAPREIT) - MAHAPREIT was set up in April 2021 to venture into RE and Green technology areas and infrastructure projects as fully owned subsidiary of MPBCDC and the Govt of Maharashtra has allowed to take up RE and Green energy, Infrastructure projects on Govt to Govt basis (G2G basis) vide GR dated 10th July 2023. Government of Maharashtra has set up the "Mahatma Phule Backward Classes Development Corporation on July 10, 1978 under the Companies Act,1956 with the main objective of accelerating the economic upliftment of the economically weaker families of SC communities in the State of Maharashtra. The ratio of shareholding between State and Central Government is 51:49 % respectively having authorized share capital of Rs. 1000 Crore.
2. MAHAPREIT having objectives to establish and carry-on business of Generating, Trading, Operating, Leasing and Renting Renewable Power Projects, mainly but not limited to Solar Power Projects including Solar Parks along with sub-stations and transmission lines on ownership and/or build, own and transfer basis. Further objects are to establish and/or carry on business in relation to Decarbonization and energy efficiency, battery storage solutions, alternative fuel cell technology and climate change issues in accordance with Ministry of New and Renewable Energy (MNRE) schemes/policies or Ministry of Power or any such department of Govt of India (GoI) and its PSU/companies and Govt of Maharashtra (GoM) Energy dept's Renewable Energy Policy as amended from time to time and all incidental and allied activities required for such business.
3. NAVYUG SCHEME
MAHAPREIT implements "NAVYUG SCHEME" to get the integrated, inclusive and comprehensive effects of all the input supports of MAHAPREIT company to the target beneficiaries of MPBCDC Limited as defined from time to time by Govt of Maharashtra.
MAHAPREIT undertakes such projects under different verticals like –
 - i. Renewable Energy with Solar Power, hybrid and RE centric Projects,
 - ii. ESCO model Energy saving Scheme for ULB & Govt Of Maharashtra agencies.
 - iii. Agro Processing Value Chain and Biofuels,
 - iv. Affordable Housing, ARHS and schemes under MoUHA, GoI under EWS and PMAY,
 - v. Highway and Infrastructure Projects,
 - vi. Environment and Climate Change,
 - vii. New and Emerging Technology Projects especially in Green Hydrogen, Futuristic Energy Integration Projects,
 - viii. Software Technology and Application-Based Services and CSR Projects.

B) PROJECT DETAILS:

Pradhan Mantri Awas Yojana (PMAY) U2.0 At Pogaon Chavindre, Bhiwandi.

Bhiwandi Nizampur Municipal Corporation(BNCCMC) proposed construction of housing unit under PMAY on 10.76 Ha land bearing S.No. 124 A, Pogaon Chavindre.

Total No. of unit: 5450 DU for EWS, 3018 for LIG & 10% development of Commercial space (revised DPR), totalling to 8468 DUs as per Guidelines of “Pradhan Mantri Awas Yojna”.

The State Govt. issued GR dtd. 15th September 2023 granting its approval for transfer of the project from MHADA to MAHAPREIT

The Central Govt. has launched PMAY (U) 2.0 and hence the DPR is required to be revised according to guidelines of PMAY(U)2.0.

Sr. No.	Owner's Name	Village	Gut No.	Area of Land (In Hectare)
1	Bhiwandi Nizampur City Municipal Corporation	Pogaon - Chawindre	S.N. 124 A	10.76
Total Area of Land				10.76 Ha.

C) NOTICE INVITING BID

RFP Reference No. MAHAPREIT/PD(SIP)/BNCMC/ PMAY(U)02/01/2025

1. General

- 1.1** Mahatma Phule Renewable Energy And Infrastructure Technology Ltd (MAHAPREIT) of Government of Maharashtra (U/T) through the process of E-tendering invites “ON LINE” bids in Two Part Bid system (Part I: Technical Bid & Part II: Financial Bid) from experienced and eligible prospective bidders fulfilling the mandatory eligibility criteria and scoring minimum qualifying marks of 75 in the Technical Bid Evaluation, comprising of total 100 marks and who have completed work of similar nature work as mentioned below:

The interested bidders may submit their offer (bid) for consideration by the Authority along with bid processing fee (non-refundable) of Rs. 1,00,000/- (One Lakh Rupees only) plus applicable GST @ 18% (i.e., Total amount = Rs. 1,18,000 /-) & EMD amount of Rs. Rs. 25,00,000/- (Rs. Twenty- five lakhs only) both of which shall be paid in online mode only on tender portal website <https://mahatenders.gov.in> (Under organization name - Social Justice and special Assistance Department)

The application shall remain valid for a period of (90) days from the later date specified in the e-handover of the prepared document.

1.2 Key details:

Consultancy period	Total Months: 90 Months Part A: 6 Months Part B: 60 Months for execution Defects Liability Period: 24 Months from the date of actual completion of the work
Tender document on sale	From 18/07/2025 to 18/08/2025 (3:00 PM) on Maha-tendering portal, extended up to 10.09.2025 up to 3.00 PM https://mahatenders.gov.in Tender document can be obtained online only after registration of bidder on the Maha-tendering portal. For further information in this regard bidders are advised to contact e-tendering service desk at the following id: support-eproc@nic.in or contact help Desk at Phone No.: 0120-4001005/002, 022-26597445.
Cost of Tender document	Rs. 1,00,000/- (Rupees One Lakh Rupees only) plus applicable GST @ 18% (i.e., Total amount = Rs. 1,18,000 /-) Non-Refundable. Tender Document can be downloaded for reference purpose from the e-tendering portal of Maha-tender during the period mentioned in the tender notice. Interested Bidders have to make online payment of Tender Fee using online payment gateway during bid preparation. Tender Fee receipt can be system generated during bid preparation by the Bidder.

Release of Response to clarifications would be available on e- tender Portal/MAHAPREIT website	MAHAPREIT reserves the right to issue response as corrigendum to RFP. If no response is issued by MAHAPREIT the bidder should assume the document needs no change and submit their bids/offers as per RFP.
Pre-bid Meeting Online/Offline	28/07/2025 at 3:00 PM
Place of pre-bid meeting	501, 502, Pinnacle Corporate Park, MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LTD (MAHAPREIT) – 5th floor, next to Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051 E-mail: pd.sip@mahapreit.in
Last Date & time of Submission of Tender online	18/08/2025 up to 3:00 PM , extended up to 10.09.2025 up to 3.00 PM
Date & time of opening of Tender online	21/08/2025 at 04:30 PM (if possible) extended up to 12.09.2025 up to 05.00 PM (if possible)
Bid Security/EMD	Bidders are required to pay the Bid Security/ EMD (Earnest Money Deposit) of Rs. 25,00,000/- (Rs. Twenty- five lakhs only) on or before the end date & time of submission of tender as defined elsewhere. Earnest Money Deposit for this work shall be submitted in the form of Online Payment only.
Method of Selection	LEAST COST CUM QUALITY BASED (LCQS) PASSING SCORE 75 OUT OF 100

2. Conditions of Mandatory Eligibility of Applicants/Bidder:

- 2.1** Applicants/Bidders must read carefully the minimum conditions of eligibility (“**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants / Bidders who satisfy the Conditions of Eligibility will be considered for evaluation of the Proposals.
- 2.2** To be eligible for evaluation of its Proposal, the Applicant/Bidder shall fulfill the following:
- (A) Technical Capacity: The Applicants / Bidder shall have, over the past 10 (Ten) years preceding the Date of Bid Submission undertaken minimum Eligible Assignments.
 - (B) Joint Venture / Consortium are allowed (**Not more than three**)
 - (C) Bidder shall meet the technical qualification criteria as detailed below:
 - i. Any firm/NGO having minimum 5 Years’ working Experience in the preparation of DPR in field of Affordable Housing/ slum development particularly of housing.
 - ii. Experience of preparing at least one DPR for State Government/ Central government aided housing projects / slums in VAMBAY /IHSDP/BSUP/RAY/PMAY(U) till its final sanction from Central Government.
 - iii. Bidder having minimum One work order of PMAY(U) Scheme from Municipal Corporation in Maharashtra.

- iv. Experience in completed bid management of projects of size minimum BUA of 50,00,000 sq.ft. or more in BMC / MMR Region. (Documentary proofs shall be provided) – Minimum
- v. Experience in completed Architecture cum PMC services along with design and approvals in any development/redevelopment project for Govt. / Semi Govt. / Private Agencies having minimum BUA of 15,00,000 sq.ft. in BMC / MMR Region (work order & completion certificate shall be provided)
- vi. Architecture cum PMC services along with design and approvals in ongoing development/redevelopment projects for Govt. / Semi Govt. / Private Agencies having one single project of minimum BUA of 50,00,000 sq.ft in BMC / MMR Region. (Work Order shall be provided)

(D) Financial Capacity: Bidder shall have an average annual turnover of part A and B will be considered jointly and shall be at least Rs. 12 Crore (Indian Rupees Fifteen Crores) as mentioned in B above.

3 Eligible Assignments

- 3.1 For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following construction projects covered under the advisory / consultancy assignments; shall be deemed as eligible assignments (“**Eligible Assignments**”):

Table 1 Minimum Eligibility Criteria

Sr. No.	Bidder’s Capabilities	Submission Requirement
1.	Eligibility	
1.1	Nationality: Republic of India	
1.2	No conflicts of interest	Form 4 Undertaking Cum Indemnity Bond
1.3	Not having been declared ineligible by Employer	Form4 Undertaking Cum Indemnity Bond
2.	Historical Contract non performance	
2.1	Non-performance of or expulsion from or termination of a contract did not occur on the date of submission of bid.	Form TECH 6 Historical Contract Non- Performance

NOTES:

- i. The online submission will be considered responsive only if it is accompanied by all the requisite supporting documents.
 - ii. If the prospective bidder fails to upload self-attested scan copies of above documents, then its bid will be considered as non-responsive and disqualified from the bid process. The applicant/prospective bidder should also produce original documents for verification if called for. Failure to attach requisite documents with application, or to produce original documents, will render applicant not eligible for qualification of bid without any intimation.
 - iii. In case of damaged documents / non-openable documents / relevant documents of already uploaded documents which were not found after opening of technical bids, then the hard copies of those documents as per requirement and direction of Mahatma Phule Renewable Energy and Infrastructure Technology Ltd (MAHAPREIT) shall be accepted subjected to condition that such documents were in possession of the bidder before submission of the bid.
 - iv. If bids are called between 1st April & 30th September of the year then latest audited financial year shall be a year before previous year for financial criteria. (For e.g. If bids are called between 1st April 25 & 30th Sept. 25, then latest audited financial year shall be a year before previous year for financial criteria i.e. 2023-24)
 - v. For any details regarding e-Tendering system, please call 24 x 7 Help Desk No.0120-4001005/002, 022-26597445. International Bidders are requested to prefix 91 as country code.
Email Support – For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority.
pd.sip@mahapreit.in
- a. A bidder shall not have conflict of interest. If any Bidder is found to have conflict of interest, the Bidder shall be disqualified.

- 3.2 MAHAPREIT reserves right to reject any or all Bids without assigning any reason and the same shall be at the entire discretion of MAHAPREIT. MAHAPREIT's decision in this respect shall be final and binding.
- 3.3 Conditional Bids shall be summarily rejected.
- 3.4 **Bidder will not be eligible to participate for bidding, if:**
- i) a Bidder is deemed by law as being unable to pay its debts, or enter into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or becomes insolvent, or makes an arrangements with, or assignment in favour of, its creditors, or agree to carry out the bidding under a committee of inspection of its creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets, or if, under any law or regulation relating to reorganization, arrangement or readjustments of debts, proceedings are commenced against the Bidder's or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security or interest over a substantial part of the assets of the Bidder's, or if any act is done or event occurs with respect to the Bidder's, or if any act is done or event occurs with respect to the Bidder's or its assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, then the Bidder is not eligible to participate in bidding process;
 - ii) if the any bidder is blacklisted/ debarred/ convicted/ defaulters on the date of submission of bid (The Blacklisting shall be applicable as per The Manual for Procurement of Works issued by DOE updated in June 2022) in any other Govt., Semi Govt. organizations, corporations, MAHAPREIT, etc. and by any Funding Agency such as World Bank, JICA, ADB etc. such bidder is not eligible to participate the bidding process. Intending bidders shall furnish a n undertaking cum indemnity duly notarized on stamp paper of Rs. 500 /- as per prescribed format along with the Bid.
- 4 The Consultant who does not fulfill these criteria shall be disqualified and their Envelop C shall not be opened. Similarly, Envelop C of the Bidders who fail to score a minimum of 75 marks in technical evaluation shall not be opened.
- 5 Bidders are requested to submit any queries related to the proposal under reference on or before the date prescribed in the tender notice.
- Bidders shall submit their queries in 2 formats i.e. pdf as well as editable excel format on the following e-mail id.
- Email: pd.sip@mahapreit.in

The format of the queries shall be as follows:

Sr. No.	Reference Clause	Pg. No	Description in the Tender	Query Description

Sd/-
Project Director
MAHAPREIT

BIDDING PROGRAMME

Name of Work: Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi.

Sr. No.	Bidder Schedule	Start Date & Time	End Date & Time
A.	Tender Authorization and Publishing	18/07/2025 03:00 PM	18/08/2025 03:00 PM Extended up to 10.09.2025 up to 03.00 PM
D.	Pre-bid Meeting	28/07/2025 at 03:00 PM	
E.	Last date for submission of Bid Online	Till 3.00 PM on 18 /08/2025 Extended up to 10.09.2025 up to 3.00PM	
H.	Opening Envelope A & B - Technical Bid	21/08/2025 – 04:30 PM (if possible) Extended up to 12.09.2025 up to 05.00PM (if possible)	

SECTION-II: SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. The e-Tendering process of MAHAPREIT is enabled through its Portal <https://mahatenders.gov.in>.
2. All the tender notices including e-Tender notices will be published under the 'e-Tenders' section of MAHAPREIT Portal/Maha-tender Portal.
3. All the information documents are published under the 'e-Procurement' section of MAHAPREIT Portal/Maha-tender Portal.
4. Affixing of digital signature at any one place in the bid document while submitting the bid shall be deemed to mean acceptance of the terms and conditions contained in the bid document as well as confirmation of the bid offered by the bidder which shall include acceptance of special directions/terms and conditions incorporated, if any.
5. All documents and data submitted by the bidder/s online will be digitally signed by the system by prompting for digital signature certificate. Thus, it is mandatory for the bidders willing to participate in e-Tendering to procure digital signature certificate of class-2/class-3 and 'Company' Type.
6. Digital Signature Certificates: Consultants can procure digital signature certificate from any of the certifying authorities in India.
7. The browser settings required for digitally signing the uploaded documents are listed in the document 'Browser Settings' in e-Procurement section.
8. In order to participate in an e-Tender, the registered bidders need to follow the steps given below.
 - a. Open the e-Tendering application by clicking the link available in 'e- Tendering' section of MAHAPREIT Portal.
 - b. Make payment of tender fee online and the same can be done by accessing 'Pay Tender Fees' option. By this, one will be able to pay Tender fee through Payment Gateway. If the transaction is successful, the consultant can register his interest to participate. Without Registration one cannot quote for the Bid/Tender. Download all the documents by clicking the links, which includes the bid, documents along with other relevant information documents.
 - c. Submit scanned copy of Bid security in the form of DD / Bank Guarantee as per the instructions given in the Bid Document.

- d. Upload the tender (bid) documents as specified in Sr. No 15 below of this document, in the same folder named “Bidder’s Documents”. System will prompt for digital signature certificate while uploading these documents.
 - e. The bidder shall download the relevant documents where the information is to be filled in, take out the print, fill up the required information and sign, scan the documents and upload the same in the folder named “Bidder’s Documents”.
 - f. Before Submission, Bidders to verify/ensure that the documents are uploaded properly.
 - g. Submit the Financial bid (Envelop C) by filling in the values on the screen. All the inputs given on this screen need to be digitally signed and saved.
 - h. Qualification Documents (Envelop A), the technical bid (Envelop B) and Financial bid (Envelop C) shall be submitted online on and before the date and time mentioned for submission of bids.
 - i. The bids can be modified till the end date and time for bid submission. However, if a new version of a document is to be uploaded, please ensure to delete the old version. Bid creator (MAHAPREIT) starts Bid Opening for Envelop A after reaching End Date and Time and Bid Evaluation process starts.
- 9.** Ensure that your bid is submitted by verifying the ‘Bid Status’ of the bid in the initial bids listing screen as ‘Bid submitting’.
- Bidders are requested to submit and upload the e-tenders in time on or before the stipulated day so as to avoid rush at the closing hours. MAHAPREIT will not be responsible for poor connectivity of network/internet services/connectivity of servers/snag in system/breakdown of network/or any other interruptions. If any online information uploaded but not received by Bid creator (MAHAPREIT) within stipulated time limit, MAHAPREIT shall not be held responsible at any cost and such bids cannot be validated. Any online intimation/information asked to be submitted by Bidders or sent to Bidders, if not received or bounced back at the receiving end due to any problem in server or connectivity, MAHAPREIT shall not be held responsible.
- 10.** It is the responsibility of the bidders to maintain their computers, which are used for submitting their bids, free of viruses, all types of malwares etc. by installing appropriate anti-virus software and regularly updating the same with virus signatures etc. Bidders shall scan all the documents before uploading the same.
- 11.** Intimations about any additional documents will be informed to Bidders by e-mail on their mail ID mentioned in technical bid. The bidders shall also send information in reply e-mail followed by hard copy to respective office where the bid is being scrutinized.
- 12.** In case of any difficulties faced while uploading data by the bidder in online process, it shall be referred to e-mail ID's given elsewhere.

13. Following documents shall be uploaded by the bidders in the folder named “Bidders Documents” in the online e-Tender.

I. e-Envelope ‘A’ (Qualification documents): Bidder should generate and upload scanned copies of pre-qualification documents i.e. receipt of Payment of e-tender fee and scanned copy of EMD in the form online payment receipt

II. e-Envelope ‘B’ (Technical bid):

Bidder shall upload scanned copies of Technical eligibility Documents as per RFP/ Bid document as required in the **Minimum Eligibility Criteria:**

- 1) Scanned copy of Company Registration Certificate.
- 2) Scanned Copy of proof on Online Payment towards EMD of Rs. 25,00,000/- (Rs. Twenty- five lakhs only)
- 3) A document in support of Registration under GST. Scanned copy of Goods & Service Tax Registration Certificate is mandatory.
- 4) Scanned copy of Duly Notarized Power of Attorney.
- 5) Valid e-Mail IDs of the bidders.
- 6) Scanned copy of Details/document in support of financial capability.
- 7) Scanned copy of Details of works in hand and completed works as on the date of submission of the tender. The Blacklisting shall not be applicable as per The Manual for Procurement of Works issued by DOE (updated in June 2022).
- 8) Scanned copy of Project wise experience record of works as required under eligibility criteria.
- 9) Scanned copy of Record of arbitration and litigation
- 10) Scanned copy of Format of Affidavit for “Undertaking cum Indemnity Bond” on Rs.500/- stamp paper regarding the declaration of penal action on the Bidders, in the prescribed format.
- 11) Scanned copy of Details of site management technical personnel with the Bidder who are proposed for this contract, if awarded.

If required, the content of the scanned soft copies of the documents uploaded in Envelop “A” & Envelop “B” will be compared with the ORIGINALs of the documents uploaded by bidders on e-tender. If any discrepancies are observed in Original & submitted documents, the bidder will be disqualified from the bidding process.

Note:

The bidder shall furnish e-mail IDs of the firm for communication.

If the request for additional information is sent by MAHAPREIT via e-mail on the bidder’s E-mail ID provided by the bidder in the information of bidder is not delivered OR reply e-mail of additional information is not received to MAHAPREIT in stipulated time from the bidder, in such case the MAHAPREIT shall not be responsible and it will be treated as Non-compliance of additional information by the Bidders.

III. The online e-Envelop ‘C’ (Financial Bid)

The Bidders shall submit the Financial bids (Envelop C) **online only** by filling Complete Financial Proposal. All the inputs given on this screen need to be digitally signed.

Mandatory Requirement (must be uploaded) Once the e-Envelop C opening date and time (Price Bid opener filled online date and time) is passed, MAHAPREIT can open the Financial online Bid submitted by the bidders.

(Bid Comparison Report is generated in the system when authorized bid opening committee processes for opening the financial bid).

The final selection will be as per evaluation method as specified at ITB- 22 (Evaluation of the Bid). If any arithmetical errors are found/ observed in final price schedule, then the same will be corrected in the respective price schedule and the Bidder will be accordingly informed of the same and confirmation of the same will also be sought from the Bidder.

Note:

This e -Tendering process is covered under Information Technology Act, Cyber Laws, etc. as applicable. In e-tendering process some of the terms and its Definitions are to be read as under wherever it reflects in online e -Tendering process.

Start Date read as “Sale Date”

End Date read as “Submission Date”

Purchaser read as “Department/MAHAPREIT”

Bidders shall note that Project Director (SIP), MAHAPREIT shall reject the tender if bidders submit conditional tender, stipulates hedging conditions/own conditions and also stipulates the validity period less than what is stated in the tender.

Sd/-

Project Director

MAHAPREIT

TENDER DATA SHEET

Clause Reference and Description	Item
NIB/NIT	Website for Downloading and uploading of Tender at https://mahatenders.gov.in
NIB/NIT	Tender processing fee Rs. 1,00,000/- (excluding GST 18%)
NIB/NIT- Name of work	Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi.
Type of Bid	Least cost Quality based selection (LCQS) Passing 75 out of 100 marks
Terms of reference (Scope of Contract)	Refer Section-V : Terms of Reference
ITB 10 (Eligible Bidders)	Refer Section-III : Instructions to Bidders
ITB 13 Language of Tender	Language of Tender: English Language of Contract: English
ITB 26 Payment terms (Tender Currency)	Tender Currency: Indian Rupees (INR)
Tender Document	SECTION- I: E- TENDER NOTICE SECTION-II: SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING SECTION-III: INSTRUCTIONS TO BIDDERS SECTION-IV: GENERAL CONDITIONS OF CONTRACT SECTION-V: TERMS OF REFERENCE SECTION-VI: TECHNICAL PROPOSALS- STANDARD FORM SECTION-VII: FINANCIAL PROPOSALS- STANDARD FORMS SECTION-VIII: APPENDICES
GCC 1.5 Notice Communication	The MAHAPREIT shall communicate with Bidders via: circular, letter or email The Contact Person is: Shri. Sunil. Jadhav CGM (SR/AHP) 501, 502, Pinnacle Corporate Park, MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LTD (MAHAPREIT) – 5th floor, next to Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051 CGM (SR/AHP)- cgm.sr@mahapreit.in
ITB 14 Format of the Bid	Two Part Bid system (Part I: e-Envelop A- Qualification Documents + e-Envelope B Technical Bid & Part II: e-Envelop C -Financial Bid).
Performance Security	- The Consultants shall pay Performance Guarantee equivalent to 5% of accepted contract Price. - Additionally, Performance BG shall be in the form of Cash Performance to be retained in every running Bill till balance 5% of accepted Contract price reached.

	• The EMD amount of the successful bidder may be converted into Performance Security, if so, requested by the bidder. • The successful bidder(s) shall at its own expense deposit with MAHAPREIT, within Thirty (30) days from the date of LOA, an unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to 5% of Consultancy contract price towards Performance Security vide SFMS system. • The bank guarantees must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the MAHAPREIT's bank through SFMS. • The details of Employer's bank are as under: Bank Name: - Bank of Maharashtra Branch: - M.H.B. Kalanagar Bandra, Mumbai 400051 Account No: - 60436723381 IFSC Code: - MAHB0000164 • All incidental charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the bidder. PBG may be discharged/ returned by MAHAPREIT as per ITB Clause 31. However, no interest shall be payable on the PBG. • The format of Performance Bank Guarantee is given in tender and the PBG shall be exactly in this format.
NIB/NIT Submission deadline:	As indicated in the NIB or amended through Corrigendum by the MAHAPREIT.
ITB 5 Bid Validity Period	90 calendar days from the last date of submission of bids.
Contract Period	Total Months: 90 Months Part A: 6 Months Part B: 60 Months for execution Defects Liability Period: 24 Months from the date of actual completion of the work
ITB 21 Opening of Bid	Tender Opening: As indicated in the NIB or amended through Corrigendum by the MAHAPREIT.
ITB 22 Marking	As per table in ITB CL. Table A: Overall Marking Criteria
ITB 22 Evaluation of the Bids	Evaluation of the Bids The Envelop B of those bidders will be scrutinized who qualify in Envelop A (Qualification). In comparing technical bids, the MAHAPREIT shall consider such factors as the efficiency and reliability of approach and methodology, proposed key experts, compliance with the terms of reference, standards, quality, environment and safety (QES) and the Bidder's capacity to perform vis-a-vis the time of completion etc. The MAHAPREIT may seek clarifications on the Bidder's technical proposal, if required to help MAHAPREIT in technical evaluation. The bids shall be evaluated on "Least Cost cum Quality Based Selection (LCQS)" method as per the scheme of marks given in the e-Tender.

	Minimum marks for the qualifying technical criteria shall be 75 out of 100 and financial bid (Envelop C) of only qualifying Bidders shall be opened.
GCC 3.4 Liability of Consultants	Refer General Condition of Contract Clause 3.4
GCC 3.6 Insurance	Refer General Condition of Contract Clause 3.6
ITB 42 Price Adjustment/ Escalation	Price Adjustment/ Escalation will be Payable As per clause ITB 42
ITB 40 Working Hours	Refer General conditions of contract Clause 40
GCC 2 Commencement of Contract	Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”), on which the Letter of Acceptance (LOA) is issued. Commencement of Services: The Consultant shall begin the Services on such date as the Parties may agree in writing.
GCC 2.3 Extension of time	Refer General Condition of Contract Clause 2.3

SECTION-III: INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. General:

- i. These instructions are provided to assist Bidders while preparing their Bids, they shall form part of the contract and they shall be taken into consideration while interpreting or construing the contract.
- ii. Bidders are requested to read carefully the following directions, the terms and conditions of the contract; addendum/corrigendum if any and sign the form of Bid, annexure, specifications and Bill of Quantities and Rates, etc. after making appropriate entries, wherever necessary.
- iii. The Bidders are expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid that is not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in rejection of its Bid.

2. Scope of Consultancy:

The scope of services is detailed in the Terms of Reference and other relevant clauses in the tender document.

3. Clarifications to the Bidder:

Each Bidder shall upload only one tender for the specific work. Bidder who submits more than one Bid will cause all the bids of the said Bidders to be rejected.

- a. Firms with common proprietors/partners connected with one another either financially or as principal agent or as master and servant or with proprietor/partners closely related with each other such as minor son/daughter and minor brother/sister shall not tender separately under different names for the same tender.
- b. If it is found that firms described vide above clause have tendered and uploaded separately under different names for the same contract, all such tenders shall stand rejected and EMD of such e-tenderers shall stand forfeited. Any contract entered into under such conditions will also be liable to be cancelled at any time during its existence and penal action including black listing of such firms shall be taken by MAHAPREIT.
- c. Project Director (SIP), MAHAPREIT reserves the right to accept or reject any bid or all the bids or annul the bidding process at any time prior to award without assigning any reasons and without incurring any liability towards the affected Bidder/s or any obligation to inform the Bidder(s) of the ground for MAHAPREIT's action.

4. Site Visit:

In order to obtain first-hand information /opinion on the assignment/scope of services, the Bidders are advised to visit the site/s of the Project mentioned in Terms of Reference, before submitting their proposals. Required

assistance may be obtained from the office of “Project Director (SIP)” with prior appointment in writing. The visit to site by the Bidder/s will be at their own risk and cost.

5. Bid Validity Period

The bids shall be kept valid for 90 (Ninety) days from the last date of bid submission.

In exceptional circumstances, MAHAPREIT may request the Bidder in writing to extend the validity of their proposals without allowing any modifications to the offer and stipulated conditions in the bid.

6. Documents comprising the bid document:

The Bid document comprises the following -

- I. Tender Notice
- II. Special Instructions to Bidders for e-tendering
- III. Instructions to Bidders
- IV. Complete Technical Proposals- Standard Forms as per Section-VI
- V. Contract Agreement form (Appendix-A)
- VI. Pro-forma of Bank Guarantee (Appendix-D)
- VII. General Conditions of Contract.
- VIII. Scope of work and Technical specifications. (Terms of Reference)
- IX. Complete Financial Proposals and their Contents as per Section-VII.
- X. Integrity Pact
- XI. Appendices
- XII.** Addenda, Corrigenda, etc. if any.

7. Earnest Money Deposit (EMD)

- a) Bidders are required to pay the Bid Security/ EMD (Earnest Money Deposit) of Rs. 25,00,000/- (Rs. Twenty- five lakhs only) by Online Payment on or before the end date & time of submission of tender as defined elsewhere.
- b) The EMD shall be in the form online payment proof.
- c) Failure to submit proper EMD along with technical bid shall be treated as non-submission of the bid.
- d) No interest will be paid on EMD.
- e) The MAHAPREIT shall be entitled to forfeit the Bid security if:
 - i. A Bidder withdraws its e-Tender submission during the period of Bid validity set out in ITB 5; or
 - ii. A Bidder fails to accept corrections in accordance with ITB 9;
 - iii. The successful Bidder fails to:
 - Submit additional documents, asked for by MAHAPREIT during technical evaluation of bids
 - Furnish the documents, including Performance Bank Guarantee, in accordance with ITB 31.
 - Sign the Contract in accordance with ITB 18; or

8. Refund of Earnest Money Deposit (EMD)

- a) E.M.D. of Successful bidder will be refunded only after submission of performance bank guarantee and submission and verification of all documents required for execution of agreement with the MAHAPREIT.
- b) If successful bidder refuses to accept the work allotted to it, its earnest money deposit will be forfeited.
- c) The Earnest Money of an unsuccessful Bidder shall be refunded after submission of performance bank guarantee by the Successful bidder or on expiry of the bid validity period whichever is earlier on request.

9. Errors and Corrections

- 1) If, on receipt of any e-Tender Submission, any error in the price bid quoted is apparent, the MAHAPREIT shall correct it and adjust the total amount of the Tender Price accordingly; but shall not exceed Pricing Schedule C generated online in e-bid comparison report.
- 2) In the event that, prior to any corrections being made by the MAHAPREIT as referred above, the bidder, shall be notified of the corrections made in accordance with ITB 9 (1) and the MAHAPREIT shall seek the Bidder's agreement to the corrected Tender Price.

10. Minimum Qualifying Criteria:

10.1 Eligibility:

- 10.1.1 The Bidder/s shall have the required experience as required under eligibility criteria.
- 10.1.2 Interested bidders may submit their bids for the project as a Single entity
 - i. Joint Venture / Consortium allowed (Not more than three)
 - ii. Bidder shall meet the technical qualification criteria specified in the tender.
 - iii. Bidder should be in the form of consultant with active scope of work as per the tender.
 - iv. The bidder should have average annual turnover of at least INR 12 Crore during last 3 financial years.
- 10.1.3 work experience
- 10.1.4 The Bidder must not have been blacklisted or debarred or suspended by any Govt. /Semi govt. Authority, any corporation, MAHAPREIT, Funding Agencies like World Bank/ADB/ JICA etc. at the time of submission of bid. The Bidder shall not be allowed to use the project reference of any entity which has been debarred or blacklisted as stated above. The Bidder/s to which notice of Blacklisting/ Poor performance is issued is also not eligible to participate in this tender process.
- 10.1.5 A prospective bidder will be excluded from selection process if it is debarred/ blacklisted at the time of submission of bid. Suppression of any information or material by the Bidder/s regarding the Debarment, details of Litigation history, blacklisting of the consultant, misrepresentation, or omission of any other material fact in order to influence a selection process would be construed as a fundamental breach and will lead to the disqualification of the Bidder or the termination of

- its Contract without any further correspondence and may lead to debarment or blacklisting from tender processes of MAHAPREIT/its subsidiaries/SPVs, etc. and forfeiture of EMD.
- 10.1.6 A consistent history of litigations/awards against the Bidder/s will result in rejection of the bid. Suppression of any information or material in this regard would be construed as a fundamental breach and MAHAPREIT reserves its right to take appropriate action including cancellation of the bid, forfeiting of bid security etc., as may be deemed fit by MAHAPREIT at any time without giving any notice to the Bidder/s in this regard.
- 10.1.7 The Bidder/s has/have an obligation to disclose any situation of actual or potential conflict that may impact its / their capacity to serve the best interest of the MAHAPREIT, which may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder/s or the termination of its Contract, as the case may be.
- 10.1.8 The Bidder shall be in a position to provide at least the staff as mentioned under the 'Personnel capabilities'. The staff shall be either in employment of the firm or shall have the consent letter from the prospective staff to accept employment from the consulting firm during the contract period and availability during the contract period including extended period. The consent letter shall be obtained prior to submission of bid.
- 10.1.9 The tender document is not transferable. Only those Bidders who have purchased the tender document are eligible to submit their bid.
- 10.1.10 The Bidder shall enclose to their technical offer, the relevant copies of experience certificates signed by an officer not below the rank of Executive Engineer/ Superintendent Engineer or authorized signatory.
- 10.1.11 A bidder shall not have a conflict of interest. Any Bidder found to have conflict of interest shall be disqualified. Bidders shall be considered to have conflict of interest with one or more parties in this bidding process, if
- a. A bidder has been engaged by any contractor to provide consulting services for the implementation of the project.
- 10.1.12 Bidders who have previously performed Pre-Feasibility/ Feasibility / DPR / Peer Review of DPR/ Review of Cost Estimates for the same project are Eligible to bid for this consultancy.
- 10.1.13 MAHAPREIT reserves right to reject any or all Bids without assigning any reason and the same shall be at the entire discretion of MAHAPREIT. MAHAPREIT's decision in this respect shall be final and binding.
- 10.1.14 Conditional Bids shall be summarily rejected.
- 10.1.15 Bidder/s will not be eligible to participate for bidding, if
- i. the bidder is deemed by law unable to pay its debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or becomes insolvent, or makes an arrangements

with, or assignment in favor of, its creditors, or agree to carry out the bidding under a committee of inspection of its creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets, or if, under any law or regulation relating to reorganization, arrangement or readjustments of debts, proceedings are commenced against the bidder or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security or interest over a substantial part of the assets of the bidder, or if any act is done or event occurs with respect to the bidder, or if any act is done or event occurs with respect to the bidder or its assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, then the bidder is not eligible to participate in bidding process.

- ii. Any bidder is blacklisted/debarred/convicted/defaulters by any other Govt., Semi Govt. organizations, MAHAPREIT, by any Funding Agency such as World Bank, JICA, ADB etc. are not eligible to participate in the bidding process.

10.1.16 The Bidder who does not fulfil these criteria shall be disqualified and their Envelop C shall not be opened. Similarly, Envelop C of the bidder who fails to score a minimum of 75 marks in technical evaluation shall not be opened.

10.2 Personnel Capabilities:

Recommend mandating CVs to be signed by both expert and authorized signatory.

In addition to the Architectural and PMC personnel, the bidder shall mandatorily associate with a qualified PMAY Scheme Consultant for:

- DPR (Detailed Project Report) preparation as per PMAY guidelines
- Scheme alignment (CLSS/AHP/ISSR)
- Beneficiary data management and ULB co-ordination
- Subsidy documentation and approvals

The Bidder shall provide:

- In case of JV/ Consortium, both agencies as a bidder shall mandatorily produce official letter of association from PMAY Consultant and PMC on their letter head.
- Clearly mentioned terms of engagement and payment, signed by both parties
- Consultant's credentials (as per Minimum Eligibility Criteria listed below)

10.3 PMAY Scheme Compliance Consultant (Mandatory Association)

The Bidders shall upload general information on the management structure of the bidder and shall deploy qualified personnel to fill the key positions for entire contract period as under. The man months to be deployed by the Consultant during the entire contract period are as detailed below:

11. Pre-bid Queries

- a. Bidders are requested to submit any queries related to the bid document, so as to reach MAHAPREIT preferably at least fifteen (15) days prior to the date mentioned in e-Tender Notice as last date of submission.
- b. Bidders shall submit their queries in 2 formats i.e. pdf as well as editable excel format on the following e-mail id.
- c. Online pre-bid queries should be uploaded on E-mail ID: cgm.sr@mahapreit.in and the reply to the queries, if need be will be uploaded by MAHAPREIT, as addendum/corrigendum on the e-tender portal i.e. <https://mahatenders.gov.in>.
- d. The format of the queries shall be as follows:

Sr. No.	Reference Clause	Pg. no	Description in the Tender	Query Description

12. Preparation of Bids:

General:

- A. While preparing the Proposal, the bidders are expected to examine the bids in detail. Material deficiencies in providing the information requested in the bid may result in rejection of the Proposal.
- B. Queries relevant to the bid document shall be addressed to Project Director (SIP), MAHAPREIT as directed above.
- C. MAHAPREIT may respond to such requests for clarifications, which are received in stipulated time. The response, if any, will be uploaded on the e-tender portal i.e. <https://mahatenders.gov.in>.
- D. The Bidders shall bear all costs associated with the preparation and submission of its Proposal. The MAHAPREIT is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of Contract, without thereby incurring any liability to the bidders.
- E. The Bidders shall not add to or amend the text of the Bid Document. If it is found that the Consultant has violated this condition, its bid is liable to be rejected.

13. Language of Bid:

The language of the bid shall be English. Documents/ Information in any other language shall be accepted only if they are accompanied by translations certified by Consulates/ Embassies in case of foreign bidders or Gazette Officers conversant with the language of the document in case of local bidders. Only English text shall be governing in e- tendering.

14. Format of the Bid

Two Part Bid System Part I: (Envelop A + B) Technical Bid & Part II: (Envelop-C) Financial Bid.

I. **e-Envelope ‘A’ (Qualification Documents.):** Bidder shall generate and upload scanned copies of pre-qualification documents i.e. receipt of Payment of e-tender fee and scanned copy of EMD in the form of BG

II. **e-Envelope ‘B’ (Technical bid):**

Bidder shall upload scanned copies of Technical Document as per RFP/Bid document as required in the

Minimum Eligibility Criteria:

- 1) Scanned copy of Company Registration Certificate.
- 2) Scanned Copy of proof on Online Payment towards EMD of Rs. 25,00,000/- (Rs. Twenty- five lakhs only)
- 3) A document in support of Registration under GST. Scanned copy of Goods & Service Tax Registration Certificate is mandatory.
- 4) Scanned copy of Duly Notarized Power of Attorney.
- 5) Valid e-Mail IDs of the bidders.
- 6) Scanned copy of Details/document in support of financial capability.
- 7) Scanned copy of Details of works in hand and completed works as on the date of submission of the tender. The Blacklisting shall not be applicable as per The Manual for Procurement of Works issued by DOE (updated in June 2022).
- 8) Scanned copy of Project wise experience record of works as required under eligibility criteria.
- 9) Scanned copy of Record of arbitration and litigation
- 10) Scanned copy of Format of Affidavit for “Undertaking cum Indemnity Bond” on Rs.500/- stamp paper regarding the declaration of penal action on the Bidders, in the prescribed format.
- 11) Scanned copy of Details of site management technical personnel with the Bidder who are proposed for this contract, if awarded.

Bidders may note that **Project Director (SIP), MAHAPREIT** shall reject the bid if the bidder submits a conditional offer/bid, stipulates hedging condition/own conditions and also stipulates the validity period less than what is stated in the tender.

If required, the content of the scanned soft copies of the documents uploaded in Envelop “A” & Envelop “B” will be compared with the ORIGINAL copies of the document uploaded by bidders in e-tender. If any discrepancies are observed in Original & submitted documents, the bidder will be disqualified from the bidding process.

III. The online e-Envelop ‘C’ (Financial Documents)

1. The Bidder shall submit the financial bid (Envelop C) online only by filling Complete Financial Proposal. All the inputs given on this screen need to be digitally signed.
2. The bidder shall fill ONLINE the total cost of financial proposal.
- 3. Mandatory Requirement (must be uploaded)**
4. Once the e-Envelop C opening date and time (Price Bid opener filled online date and time) is passed, MAHAPREIT can open the Financial online Bid submitting by the bidder. (Bid Comparison Report is generated in the system when authorized bid opening committee processes for opening financial bid).
- 5. The final selection will be as per evaluation method as specified at ITB- 22 (Evaluation of the Bid). If any arithmetical errors are found/observed in final price schedule, then the same will be corrected in the respective price schedule and the Bidder will be accordingly informed of the same and confirmation of the same will also be sought from the Bidder.**

15. Conditional Proposals by Bidder:

Bidders shall upload the offers that comply with the requirements of the e- tendering documents in Bidder’s folders. If the Bidder suggests any alternative or stipulates its own condition(s), the bid shall be rejected and the EMD/Bid security shall stand forfeited.

16. Amendment of contents of proposal:

- a. Before the last date for submission of bids the MAHAPREIT, may modify the bid document by issuing addendum/ corrigendum and publish the same on the e – tender portal as well as on its website of MAHAPREIT.
- b. Any addendum/corrigendum/clarifications thus issued shall be part of the bid document.
- c. The addendum/corrigendum/ clarifications thus issued shall be downloaded, digitally signed by the bidders and uploaded along with their bids.
- d. In order to give prospective bidders reasonable time to consider the addendum/ corrigendum/clarifications before submitting and uploading their bids, the MAHAPREIT may extend as necessary the last date for submission of bids.

17. Rates and Prices:

1. The Bidders shall quote the price online in financial bid (Envelop C) only. The rate shall invariably include the cost of the work arising out of scope of the work mentioned in the Terms of References (TOR).

2. The tender shall be for the whole work as described in Terms of Reference attached here to base on the Key Personnel man-months and other cost quoted by the consultant.
3. The bid prices shall be inclusive of all applicable taxes & duties in force. The Goods and Service tax shall be reimbursed at actuals, if applicable as per Govt. notifications.

Note- Bidders to confirm this before submission of their bid.

- The rates and prices shall be fixed for the entire duration of the consultancy contract and extended period, if any.
- The currencies for the bid shall be INR (Indian National Rupees) Only

18. Signing of Bid Document

- i. Bidders are required to sign at appropriate place in the tender form & formats etc. after making appropriate entries wherever necessary.
- ii. The uploaded documents shall also be digitally signed. If the Bid is submitted by partnership firm, it shall be signed by all the partners of the firm above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the bid in which case the partnership deed, current address of the firm and full names and current addresses of all the partners of the firm shall also accompany the bid. If the bid is submitted by a limited Company or corporation, it shall be signed by a duly authorized person holding the Power of Attorney for signing the bid in which case the Power of Attorney shall accompany the bid. Such Limited Company or corporation may be required to furnish satisfactory evidence or its existence before the contract is awarded.
- iii. Successful Bidder shall submit all documents required to execute the contract within 30 days of receipt of intimation to execute the contract failing which a penalty of Rs.5000/- per day will be levied.

19. Modification of Documents:

Modifications of specifications and extension of the end date of the Bid, if required, will be made by MAHAPREIT by issuing necessary addendum/ corrigendum. Such addendum/ corrigendum will be uploaded on the e-tendering portal and same will also be uploaded on MAHAPREIT's website. These shall be signed by the Bidder/s and shall form a part of the Bidders' bid.

20. Submission of Bids:

1. All bids shall be submitted online on e-tendering portal.
2. Envelop B of the tender shall be along with Envelop A.
3. The financial Bid shall be submitted online only.
4. The technical bid i.e. Envelop A and B (only) submitted online shall also be submitted physically.
5. The Originals of all the scanned documents contained in the Envelop A and envelop B, which are submitted online.

21. Opening of bid:

- i. The Envelop A and Envelop B shall be opened together. Based on the scrutiny of Qualification Documents (Envelop A) the Technical bid (Envelop B) shall be later scrutinized.
- ii. To assist in the examination, evaluation and comparison of offers, MAHAPREIT may, at its discretion ask for clarifications on submitted offers. The request and the response to clarification will be e-mailed in writing and no change in price or specification of the offer will be permitted.
- iii. The Bidders found responsive shall be asked to produce the original documents, the scanned copies of which are uploaded in the bid, if required.
- iv. The original documents shall be produced for verification within 3 working days from the date of intimation, failing which the offer of the respective Bidders may be treated as non-responsive and EMD paid by bidder will be forfeited.
- v. If any discrepancies are observed and false/fabricated documents are found to be uploaded by the Bidder, such Bidder will be disqualified from the bidding process. Further appropriate action including disqualification of the bid and blacklisting/debarring of the Bidder/Consultant under rules/regulations shall be initiated against such Bidder/Consultant who has submitted false/fake/fabricated documents. Further the EMD of such bidder/consultant shall also be forfeited.
- vi. Only the Bidders who qualify in Envelop 'A' and Envelop 'B' and with technical score minimum of 75 marks will be considered as responsive for opening financial bid i.e. Envelop 'C'.
- vii. Any effort by any prospective bidder to influence the MAHAPREIT's processing of proposals and/or award decisions may result in rejection of the proposal of that bidder.

22. Evaluation of the Bids:

- i. The Envelop B of those bidders will be scrutinized who qualify in Envelop A (Qualification).
- i i . In comparing technical bids, the MAHAPREIT shall consider such factors as the efficiency and reliability of approach and methodology, proposed key experts, compliance with the terms of reference, standards, quality, environment and safety (QES) and the Bidder's capacity to perform vis-a-vis the time of completion etc.
- iii. The Engineer/authorized Officer of MAHAPREIT may seek clarifications on the Bidder's technical proposal, if required to help in technical evaluation of the Bids.
- iv. The bids shall be evaluated on "**Least Cost cum Quality Based Selection (LCQS)**" method as per the scheme of marks given in the e-Tender. Minimum marks for the qualifying is 75 (Seventy five) marks to satisfy eligibility and Financial bid (Envelop C) of only qualifying Bidders shall be opened.
- v. To be eligible for evaluation of its Proposal, The Applicant shall fulfil the technical and financial criteria. The total marks for Technical Capacity is 70 marks and for Financial Capacity is 30 Marks.

I. Technical Capacity – 70 Marks

a) Firms' Experience – 70 Marks

II. Financial Capacity – 30 Marks

The Applicant shall obtain **at least 75 Marks or more out of 100** in the Technical Proposal to Qualify for the opening of the Financial Proposal.

The details of the marking system are provided below.

A. Technical Capacity:

The Applicant shall satisfy all the following criteria.

23. Evaluation Methodology:

MAHAPREIT will evaluate the proposals based on the marking scheme given above. The score (Pe) for Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed above. Only those consultants whose technical proposal total score is 75 or above shall be qualified and shall be considered for the next stage of evaluation.

The Financial Proposals of the Bidders who qualify technical evaluation shall be opened. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives.

The Financial Proposals shall be given scores as follows:

$$Pf = 100 \times \text{Financial Proposal of Lowest Bidder} / \text{Financial Proposal of Bidder under consideration.}$$

The Weights given to the technical and financial proposal area as follows:

- i. Technical Proposal: 70%
- ii. Financial Proposal: 30%

The Composite Score shall be computed as follows:

$$\text{Composite Score} = (Pe \times 0.7) + (Pf \times 0.3)$$

The Bidder obtaining the highest Composite Score would be declared as the Preferred Bidder. The financial proposal of disqualified consultants shall be unopened. MAHAPREIT shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals

Note: For evaluation of the bids 50% marks of PART A and 50% marks of PART B will be considered in case of Joint Venture (JV).

PART- A- Preparation of DPR

Table 1: Firm's Experience

Sr.No.	Projects	Details	Minimum Marks	Maximum Marks
	Total Marks			70
1.	Background of company/firm/NGO (working experience in the field of Affordable Housing/ slum development particularly of housing)	a) Experience above 15 Yrs	10	10
		b) Experience above 10 up to 15 Yrs	7	
		c) Experience between 5 to 10 Yrs	5	
2.	Experience of the work in GOI & GOM aided housing development projects in slums in preparation of DPR in VAMBAY /IHSDP/BSUP/RAY till its final sanction (DPR sanctioned in No. of ULB)	For each DPR – 5 Marks	5	10
3	Bidder having work order of PMAY-1.0 Scheme from Municipal Corporation in Maharashtra.	a) One Work Order	5	15
		b) Two Work Orders	10	
		c) Three and above work	15	
4.	Bidder shall have work order from Municipal Council under PMAY-1.0	a) Up to 2 Work Orders	5	15
		b) 3 to 4 work Orders	10	
		c) 5 & above work orders	15	
5.	Approach & Methodology	Considering details provided under Scope of work, The Bidder has to prepare a brief document of 1-2 pages explaining about approach and methodology of works in PMAY U 2.0 and previous experience of PMAY 1.0	20	20

B. Financial Capacity:**Table 2: Financial Capacity:**

Sr. No.	Financial Capacity	Maximum Marks
	Total Marks	30
1.	Financial capacity (Average turnover of last three years i.e., for 2022-23, 2023-24, 2024-25 a) Up to Rs. 12 Cr. - 10 marks b) Above 12 Cr. up to 15 Cr – 20 Marks c) Above 15 Cr. – 30 Marks	30

Table 3: Team Requirements

Sr. No.	Team Details	Nos.
A	Staff on Site	
1	Project Manager Postgraduate in Urban Planning / Public Policy / Civil Engineering / Social Work/M.B.A or equivalent Minimum 5 years in project management, preferably in housing or urban sector.	1
2	IES Coordinator Graduate/Postgraduate in Mass Communication / Journalism / Social Work / Development Studies or equivalent 1+ years in IEC campaign execution or public outreach or housing sector.	1
3	Field Surveyors Graduate in any field (preferably Social Sciences or Urban Planning) 1-2 years in field survey/data collection; local language proficiency required	3
4	Geo-tagging Specialist Diploma/Degree in GIS, Remote Sensing, or Geography or equivalent 1+ years in geo-tagging using mobile or GPS tools or PMAY experience.	2
5	Data Entry Operators Graduate in any discipline + Proficiency in MS Office/Data Entry Tools 1-2 years' experience; 30-40 WPM typing speed	4
6	Software Developer / IT Consultant Bachelor's degree/ B.Tech / B.E. in Computer Science or MCA 1-2 years in software development, database management, and MIS tools	1
7	Social Audit co-ordinator Graduate or Postgraduate in Social Work / Rural Development / Public Administration/ any Discipline 1-2 years in conducting audits, surveys, or evaluations in government programs	2
8	Society Formation specialist Graduate/Postgraduate in Sociology / Law / Social Work / Public Administration/ CA 1-3 years in community engagement, cooperative society facilitation	2
9	Helpline executives Graduate in any discipline 1-2 years in call center/helpdesk operations; local language fluency a must.	2
10	MIS / Monitoring & Evaluation Officer Graduate or Postgraduate in statistics / Economics / Public Policy / Data Science/ or equivalent 1+ years in M&E frameworks, data analysis, and report generation, data entry.	3
	Total	21

PART B- Project Management Consultant

Item	Description	Maximum Marks
Technical evaluation including firm capabilities		
1	Technical capabilities (as per Section A of Table B below)	55
2	Financial capabilities (as per Section B of Table B below)	10
3	Staff strength (as per Section C of Table B below)	25
3	Approach & methodology (as per Section D of Table B below)	10
	Total: -	100

Table B: Technical capabilities & Financial capabilities

Evaluation Criteria			Maximum Marks
A	Past Experience of the Consultant		55
A1	Number of years' relevant experience		10
	Above 15 years of experience	10	
	10 - 15 years of experience	7	
	10 years of experience	5	
A2	Experience in completed bid management of projects of size minimum BUA of 50,00,000 sq.ft. or more in BMC / MMR Region. (Documentary proofs shall be provided)		15
	i) Project of BUA above 50,00,000 sq.ft. up to 75,00,000 sq.ft.	5	
	ii) Project of BUA above 75,00,000 sq.ft. up to 1,00,00,000 sq.ft.	10	
	iii) Project of BUA above 1,00,00,000 sq.ft.	15	
A3	Experience in completed Architecture cum PMC services along with design and approvals in any development/ redevelopment project for Govt. / Semi Govt. / Private Agencies having minimum BUA of 15,00,000 sq.ft. in BMC / MMR Region (work order & completion certificate shall be provided)		15
	(i) Project with min BUA 15,00,000 sq.ft. upto 20,00,000 sq.ft.	5	
	(ii) Project with min BUA above 20,00,000 sq.ft. upto 25,00,000 sq.ft.	10	
	(iii) Project with min BUA above 25,00,000 sq.ft.	15	
A4	Architecture cum PMC services along with design and approvals in ongoing development/redevelopment project for Govt. / Semi Govt. / Private Agencies having one		15

	single project of minimum BUA of 50,00,000 sq.ft in BMC / MMR Region. (Work Order shall be provided)	
	i) Project of BUA above 50,00,000 sq.ft.upto 90,00,000 sq.ft.	5
	ii) Project of BUA above 90,00,000 sq.ft. upto 1,25,00,000 sq.ft.	10
	iii) Project of BUA above 1,25,00,000 sq.ft.	15
	Company Turnover	
B	The Bidder shall have an average annual turnover at least INR 12 crores (Indian Rupees Fifteen Crores) during the last 3 (Three) financial years preceding the Date of Bid Submission (Total of part A & part B)	10
	Proposed team	
	The proposed team should comprise – (Qualification as per table 2- key & Non key Personnel)	
C	Team Leader – 1 no's	5
	Project Manager – 1 no's	5
	Project Architects – 4 no's	8
	Liasoning Manager – 1 no's	5
	Contracts Manager – 1 no's	2
D	Concept of development and methodology / strategy to proceed with the project, Quality assurance and management Considering details provided under Scope of work, the Bidder has to prepare a brief document of 1-2 pages explaining about approach and methodology of works in PMC	10
TOTAL		100

Note:

- For evaluation of the bids 50% marks of PART A and 50% marks of PART B will be considered in case of Joint Venture (JV).
- Joint Venture / Consortium are allowed (Not more than three)
- The Applicant must provide the necessary information relating to Technical Experience as per format.
- Financial information submitted with the application for the purpose of evaluation shall be certified by Chartered Accountant / Statutory Auditors

- Turnover of part A and B will be considered jointly and shall be at least 12 Cr. as mentioned in B above.
- The Application must be accompanied by the Audited Annual Reports of the Applicant for the last 3 (three) financial years, preceding the year in which the Application is made.
- In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- The credentials of Applicants shall be recorded in terms of their Organizational Capacity, Statutory Compliance, Technical Capacity, Experience and Financial Capacity. All Applicants who fulfil the Minimum Criteria and Marking and meet all other conditions specified in this RFP including all revisions/addenda/ corrigendum shall be qualified for the next stage of Bid (Proposal).

23. Post Bid Correspondence:

- Bids shall be termed to be under consideration from the opening of the bids, until such time an official announcement of award is made. While bids are under consideration, Bidders and their representatives or other interested parties, shall refrain from contacting by any means the MAHAPREIT's personnel or representatives, its consultants, if any on matters related to the bids under consideration.
- The MAHAPREIT SRA/PMAY Division's representative, if necessary, will obtain clarification of bids by requesting such information from any or all the Bidders either in writing or through personal contact as may be necessary. The Bidders will not be permitted to change the substance of its bids after bids have been opened.

24. Date of opening and evaluation of financial bids (Envelop C):

- The price Envelop of the technically responsive proposals will be opened on a date as communicated by MAHAPREIT after technical evaluation and the same will be uploaded on the e-tendering portal.
- The MAHAPREIT reserves right to accept or reject any variation or deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in actual unsolicited benefits to the MAHAPREIT, such unsolicited benefits shall not be taken into account in bid evaluation.

25. Rejection of Bid:

The bid is liable to be rejected, if the Bidder-

- Does not submit documents in proofs of qualification criteria.

- b) Stipulates the validity period less than what is prescribed in the bid document;
- c) Stipulates its own conditions;
- d) Does not disclose details of bidder/s i.e. full name and address with telephone no. etc. as prescribed in the tender document.
- e) Does not fill in and sign the Complete Financial Proposal & their Contents as per Section-VII as well as the Schedule of Quantities & Rates, terms of reference, etc.
- f) Does not submit the E.M.D. as per clause 9 of Instruction to Bidders.
- g) Does not submit the bid before the stipulated time on the specified date.
- h) If the bid is filled up partially in splitter manner, it will be treated as non- responsive.
- i) If the documents submitted by the bidder are found to be false/misrepresentative/fabricated, etc.
- j) Does not submit additional technical qualification documents as directed by MAHAPREIT during technical evaluation of bids.
- k) Does not submit for verification the originals of technical qualification documents within prescribed time.
- l) Does not submit duly signed integrity pact agreement

26. Deleted

27. Award of Contract:

- i. The Contract will be awarded to the technically qualified and responsive Bidder on LCQS basis in conformity with the Terms of Reference subject to the provisions of 22 (Evaluation of the Bid) & 25 (Rejection of Bid above).
- ii. Prior to the expiration of the period of bid validity, MAHAPREIT will notify the successful Bidder in writing by registered letter or by Fax/e-mail to extend the validity period of its bid, if the situation so warrants. The successful Bidder will be informed in writing by registered letter that its bid has been accepted.
- iii. The bid acceptance letter will be issued to the bidder by MAHAPREIT, which shall state the amounts of Contract/Security deposit, and other compliances to be complied with by the Bidder before commencement of work by the successful Bidder as detailed in the acceptance letter. Postponement of the payment of the full security deposit or the execution of the contract will not be permitted by reason of MAHAPREIT having in possession, other deposits on account of other bids or contracts, which deposits may be or become returnable to the Successful Bidder and which they may wish to transfer as a security deposit under this contract. Such transfers will not under any circumstances be permitted.
- iv. The issue of Letter of Acceptance will constitute the formation of the Contract.
- v. Successful Bidder shall submit all the documents required to execute the contract within 30 days from the date of the letter of acceptance.
- vi. The work order will be issued to the successful Bidder only after making the necessary

payments as stated in the acceptance letter and upon execution of the contract agreement between the Successful bidder and the MAHAPREIT.

- vii. If after award of bid, it is found that the Successful Bidder has violated any instructions/ conditions as in the bid document, the contract shall be liable for cancellation at any time during its currency in addition to penal action against the Consultant as well as against the related firms/establishments, etc.
- viii. The Contract must be signed by the bidder or by an authorized signatory of the bidder who shall have a power of attorney executed in its favour or a board resolution, as the case may be. Certified copy of power of attorney/authorization letter/Board resolution must be produced in the office of Project Director (SIP), MAHAPREIT.
- ix. The consultant must register the agreement with the registrar, Govt. of Maharashtra and shall bear the cost towards stamp duty and registration fee.
- x. After award of contract to the consultant the MAHAPREIT will promptly notify the other bidders about the same by uploading the result on the e-tender portal.

28. Tendering under different names:

- a) Firms with common proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each as husband, wife, father, mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same Contract.
- b) If it is found that firms as described in (a) have tendered separately under different names for the same Contract, all such bid(s) shall stand rejected and Earnest Money deposit of each such firm/ establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the MAHAPREIT, for further penal action including blacklisting/debarring and forfeiture of EMD of all such bidders.
- c) If it is found that clearly related persons as in (a) have submitted separate bid/quotations under different names of firms/establishments but with common address for each establishment/firm, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such bids shall also be liable for action as in Para (b) above including similar action against the firms/establishments concerned.
- d) If after the Award of Contract, it is found that the successful bidder has violated any of the conditions in Paras (a), (b) or (c) above, the contract shall be liable for cancellation at any time during its currency in addition to penal action against the Consultant as well as related firms/establishments at the risk and cost of such Consultant.

29. Refund of Performance Guarantee:

The Performance Guarantee shall be returned to the Consultant without any interest on submission of OC.

30. Stamp Duty, Legal Charges, Bill Forms:

The payments towards legal charges, stamp duty, registration charges, as applicable (on contract agreement & bank guarantees), supply of bill forms as per the prevailing rates, etc. shall be borne by the Consultant.

31. Performance Security:

- a) The successful bidder(s) shall at its own expense deposit with MAHAPREIT, within Thirty (30) days of the date of LOA, an unconditional and irrevocable Performance Bank Guarantee (PBG) equivalent to 5% of Consultancy contract price vide SFMS system. Additionally, Performance BG shall be in the form of Cash Performance to be retained in every running Bill till balance 5% of accepted Contract price reached.
- b) The EMD amount of the successful bidder may be converted to Performance Security as per request of the successful bidder.
- c) The bank guarantees must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the MAHAPREIT's bank through SFMS.

The details of MAHAPREIT's bank are as under:

- The details of Employer's bank are as under:
Bank Name: - Bank of Maharashtra
Branch: - M.H.B. Kalanagar Bandra (E) Mumbai 400051
Account No: - 60436723381 IFSC Code: - MAHB0000164
- d) All incidental charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Consultant. PBG may be discharged / returned by MAHAPREIT as per ITB Clause 29. However, no interest shall be payable on the PBG. The format of Performance Bank Guarantee is given in tender and the PBG shall be exactly in this format.
- e) The Performance Guarantee shall be valid for six months beyond the date of Occupation Certificate of the project. However initially the performance bank guarantee valid for a period of 5 years with claim period of 1 year must be submitted. The performance bank guarantee must be renewed 3 months prior to its expiry, failing which MAHAPREIT shall be at liberty to encash the same without any reference to the Consultant.
- f) The Employer reserves the right to forfeit the performance guarantee amount in the event of termination of the contract, breach of any other terms and conditions of contract, etc.
- g) The Bank Guarantees from Banks listed in RBI's latest schedule shall prevail. The Bank Guarantees issued shall be payable at Mumbai. The Banker's Guarantees issued by branches beyond the Mumbai City limit can be accepted only on confirmation vide SFMS system.
- h) The MAHAPREIT shall be at liberty without any further consent from the Consultant than the

consent which is implied by the execution of the agreement to use/realize the said performance bank guarantee or any part thereof towards the fulfilment of payments and satisfaction of any and every sum which may be due by the Consultant to the MAHAPREIT or to any local/competent authority and upon such adjustment/use/realization of the entire/part of the performance bank guarantee, the Consultant shall within 15 days of the date of demand by the MAHAPREIT deposit with the MAHAPREIT a fresh demand draft to make good the original amount failing which the Consultant shall be liable to pay cumulative interest thereon @ 18% p.a. from the date of demand till actual payment (both days inclusive).

- i) In the event of Performance guarantee being found insufficient or if the Performance guarantee has been wholly forfeited, the balance or the total sum recoverable as the case may be shall be deducted from any sum due to the Consultant or which at any time thereafter may become due to consultant under this or any other contract with the MAHAPREIT. Should that sum also not be sufficient to cover the full amount recoverable, the Consultant shall forthwith pay to the MAHAPREIT on demand the remaining balance due.
- j) The Consultant shall always maintain the original amount of Performance Guarantee and shall forthwith deposit such further amount as may be necessary to make up the original amount of Performance Guarantee. In case of failure, after demand notice is duly served upon by the Consultant, the MAHAPREIT shall be entitled to terminate the contract and forfeit Performance Guarantee.
- k) In case any amount is due and recoverable by the MAHAPREIT from the Consultant in respect of this contract or in respect of any other contract between the MAHAPREIT and the Consultant and the consultant has failed to pay the same to MAHAPREIT in spite of demand, the same shall be recovered from the performance guarantee by the MAHAPREIT and the remainder if any shall be paid to the Consultant upon expiry of the contract period.
- l) Upon full and satisfactory compliance by the Consultant of all obligations and requirements under this contract, the Performance Guarantee or such part thereof as has not been forfeited or adjusted or appropriated as aforesaid shall be refunded to the Consultant preferably within a period of 3 months after expiry of contract.

32. Jurisdiction of Courts:

In case of any claim, dispute or difference arising in respect of the contract, the cause of action thereof shall be deemed to have arisen in Mumbai and all legal proceedings in respect of any such claim, dispute or difference shall be instituted in a competent court in the city of Mumbai only.

33. Import License:

The Consultant shall make their own arrangements to secure import license and/or release of

controlled or scarce raw materials or parts if required by them for fulfilment of their contract. The MAHAPREIT shall not be bound to give any assistance to the Consultant in that behalf.

34. Payment of Bills & other claims:

The payment of bills and other claims, if any arising out of the contract, will be made by ECS/RTGS/NEFT or any manner except cash. The successful Bidder, therefore, will have to furnish the details of account to which the Consultant desires to receive the payments from MAHAPREIT.

All payments shall be made in INR and not in any other currency.

35. Indian Laws and Indian Environment:

The law applicable is the Law of India with jurisdiction of competent courts at Mumbai and Bidder should be aware of all the environment Conditions in India.

36. Fraudulent and Corrupt Practices:

The MAHAPREIT requires the Bidders to observe the highest standard of ethics during the Tender Process. In pursuance of this, MAHAPREIT:

- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. Corrupt practice: is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. Fraudulent practice: is any act or omission, including a misrepresentation or hiding of legal status, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - iii. Collusive practice: is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
 - iv. Coercive practice: is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- b) Will reject an e-Tender Submission if MAHAPREIT determines that the Bidder/s has/have, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. Any such rejected bidders will also be debarred from participating in any tender process initiated by MAHAPREIT or any of its subsidiaries.

37. Working Hours and Leave:

The Consultant shall ensure strict compliance with the labor and any other applicable laws regarding the working hours and leaves, salaries etc. of the staff deployed for the work. At the same time, the consultant shall also ensure that adequate staff is available on site at all times, including on public holidays.

SECTION-IV: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. General Provisions:

1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings.

- a) “Applicable Law” means the laws and any other instruments having the force of law in the India, as they may be issued/amended and in force from time to time.
- b) “Authorized officers” mean the officers authorized by MAHAPREIT for implementation and execution of the project and who are for the time being in charge of the work.
- c) “Project Director (SIP)” means the Project Director (SIP) of MAHAPREIT for the time being holding the office and also his successors.
- d) “Contract” means the legally binding written agreement signed between MAHAPREIT and the Consultant. The issue of Letter of Acceptance (LOA) will constitute the formation of the Contract.
- e) “Contract price” means the amount quoted by the bidder in its bid or finally negotiate amount communicated by bidder and accepted by the MAHAPREIT
- f) “Consultant/Project Management Consultant” means the successful bidder whose bid quoted for the work has been accepted by the MAHAPREIT and a contract agreement has been executed between MAHAPREIT and the Successful bidder.
- g) “Drawings” means, drawing referred to in the specification and /or any modifications to the drawings, approved by MAHAPREIT.
- h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GCC Clause 2.1 hereof.
- i) “Employer /Client” means MAHAPREIT (Mahatma Phule Renewable Energy and Infrastructure Technology Limited).
- j) The “Engineer” of the contract means Engineer appointed/authorized by MAHAPREIT for implementation and execution of the project and who is for the time being in charge of the work.
- k) "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government of India,
- l) GCC means the General condition of contract.
- m) “Government” means the State of Maharashtra and/or Central Government of India.

- n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) were taken into account in the technical evaluation of the Consultant’s proposal.
- o) "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government of India and ‘personnel’ means the personnel referred to in Clause GCC 4.2 (a).
- p) “MAHAPREIT” means (Mahatma Phule Renewable Energy and Infrastructure Technology Limited).
- q) “Party” means the MAHAPREIT or the Consultant, as the case may be.
- r) "Personnel" means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;
- s) “Services” means the work to be performed by the Consultant pursuant to this Contract for the purposes of the Project, as described in Terms of Reference.
- t) “Site” means land or other places where the works are to be executed or other working places as may be specifically designated by MAHAPREIT.
- u) “Sub-Consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of GCC Clause 3.7 hereinafter.
- v) “Third Party” means any person or entity other than the Government, the MAHAPREIT, the Consultant or a Sub-Consultant.
- w) “VC & MD” means Vice Chairman & Managing Director of MAHAPREIT for the time being holding the office and also his successors.
- x) “Works” means, work to be executed in accordance with contract, or part thereof, as case may be and shall also include all extra / additional, alternation / substitution as required for performance of the contract.

1.2 Law Governing Contract:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Indian Law.

1.3 Language:

This Contract will be executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.4 Headings:

The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices:

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party. MAHAPREIT's address for such communication is as below:

Project Director (SIP)

501, 502, Pinnacle Corporate Park, MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LTD (MAHAPREIT) – 5th floor, next to Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051

1.6 Location:

The Services shall be performed at such locations as are specified in Terms of Reference hereto and, where the location of a particular task is not so specified, at such locations as the MAHAPREIT may approve/direct.

1.7 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed;

On behalf of MAHAPREIT by Project Director (SIP), MAHAPREIT

On behalf of the Consultant (s) by his/their designated representative.

1.8 Income Tax:

The Consultant and the Personnel shall pay the Indian Income taxes, levied under the Applicable Law and the MAHAPREIT shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

The Contract price is deemed to have included such amounts.

2. Commencement, Completion, Modification and Termination of Contract:

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") on which the LOA is issued.

2.2 Commencement of Services: The Consultant shall begin the Services on such date as the Parties may agree in writing.

2.2.1 Contract Terms:

Total Months: 90 Months

Part A: 6 Months

Part B: 60 Months for execution

Defects Liability Period: 24 Months from the date of actual completion of the work

2.3 Expiration of Contract:

2.3.1 Unless terminated earlier pursuant to GCC Clause 2.7 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of fees and reimbursable expenditures have been made. This contract shall automatically expire at the end of contract period unless extended expressly by both the parties in writing. In case services are rendered by the Consultant pursuant to mutual discussion between the parties and necessary payments are made to the Consultant by the MAHAPREIT, then the contract shall be deemed to be in operation till the date of completion of such additional services. However, such additional services shall not be rendered or the consultant shall not be directed by the MAHAPREIT or its designated/competent officers to render such services beyond the period of one year from the date of actual termination/expiration of the contract

2.3.2 EXTENSION OF TIME : If the Consultant has delayed or impeded the performance of any of its obligations under this Contract due to any reasons specified in paragraphs (i) and (ii) of this Clause, the contract term as set forth in this GCC Clause 2.2.1 shall be extended by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Consultant, and an appropriate adjustment in the Contract Price shall be made accordingly –

- i. Any modifications or variations as GCC 2.4;
- ii. Any other matter mentioned in this Contract as giving rise to an entitlement to an extension of the contract term.

2.3.3 Payment to the Consultant during extended/suspended period per month, shall be made as per payment terms, Payment to the Consultants, Section V: Terms of reference.

2.4 Modification:

Modifications of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.5 Force Majeure:

2.5.1 Definition:

- a) For the purposes of this Contract, “Force Majeure” means an event which is beyond reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except

where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b) Force Majeure shall not include-

- 1) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
 - 2) Any event which a diligent Party could reasonably have been expected to, both,
 - i. take into account at the time of the commencement of this Contract, and
 - ii. Avoid or overcome while carrying out its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.5.2 No Breach of Contract:

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.5.3 Measures to be taken:

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with minimum delay.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of restoration of normal conditions as soon as possible.

The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.5.4 Extension of Time:

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.5 Consultation:

Not later than thirty (30) days after the Consultant, as a result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6 Suspension:

The MAHAPREIT may, by a written notice of suspension to the Consultant, suspend payment to the Consultant hereunder if the Consultant fails to perform any of its obligations or any deficiency in services under this Contract, provided that such notice of suspension shall specify the nature of failure, and shall direct the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.7 Termination:

2.7.1 By MAHAPREIT:

The MAHAPREIT may, by not less than thirty (30) days written notice of termination to the Consultant (except in the event listed in paragraph (k) below, for which there shall be a written notice of not less than sixty (60) days), upon occurrence of any of the events specified in paragraphs (a) through (j) of this GCC Clause 2.7.1, terminate this Contract:

- a) If the Consultant fail to remedy failure in performance of their obligations hereunder, as specified in the notice of suspension pursuant to GCC Clause 2.6 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the MAHAPREIT may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of an amicable settlement pursuant to GCC Clause 9.1 hereof.
- d) If the Consultant submits to the MAHAPREIT a statement/details which has a material effect on the rights, obligations or interests of the MAHAPREIT and which the Consultant knows to be false/fabricated.
- e) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days
- f) If the Consultant does not perform its duty as per the terms of reference and does not deploy the necessary personnel as per terms of reference, then MAHAPREIT at its sole discretion shall terminate the Contract without assigning further reasons.
- g) If the Consultant promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the MAHAPREIT or its consultant, if any, or to any person on their behalf, in relation to obtaining or execution of this or any other Contract with the MAHAPREIT.
- h) If it is revealed to MAHAPREIT after award of contract that the Consultant had suppressed material information, facts or had given wrong, misleading, fabricated information/document while submitting the Bid.

- i) If, the Consultant unilaterally abandons work or does not perform any work or does not render any services for a period of 30 days.
- j) If the penalty imposed on consultant exceeds the maximum limit
- k) If the client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultant:

The Consultant may, by not less than thirty (30) days' written notice to the MAHAPREIT, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this GCC Clause 2.7.2, terminate this Contract:

- a) If the MAHAPREIT fails to pay any undisputed amount due to the Consultant pursuant to this contract within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) if, as a result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days or
- c) if the MAHAPREIT fails to comply with any final decision reached as a result of amicable settlement pursuant to GCC Clause 9.1 hereof

2.7.3 Payment upon Termination:

Upon termination of this Contract pursuant to GCC Clauses 2.7.1 or GCC 2.7.2 hereof, the MAHAPREIT shall make the payments to the Consultant for Services satisfactorily performed prior to the effective date of termination.

3. Obligations of the Consultant:

3.1 General:

3.1.1 Standard of Performance:

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, expertise and economy, in accordance with generally accepted techniques and practices used in the construction industry and with professional engineering and consulting standards recognized by international professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the MAHAPREIT, and shall at all times support and safeguard the MAHAPREIT's legitimate interests in any dealings with Sub-Consultant or Third Parties.

3.1.2 Law Governing Services:

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- Consultant, as well as the Personnel and agents of the Consultant and any Sub- Consultant, comply with the Applicable Law.

The consultant has to follow CVC guidelines wherever applicable.

3.2 Conflict of Interests:

3.2.1 Consultant not to benefit from Commissions, Discounts etc.:

The remuneration of the Consultant pursuant to GCC Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to GCC Clause 3.2.2 hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultant and Affiliates not to be otherwise interested in Project:

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub- Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for the Rehab portion of the Project.

3.2.3 Prohibition of Conflicting Activities:

Neither the Consultant nor their Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract for the Rehab portion.

3.3 Confidentiality:

The Consultant, their Sub- Consultant and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or otherwise without prior written consent of the MAHAPREIT.

3.4 Liability of the Consultant:

The Consultant shall be liable to MAHAPREIT for the performance of the Services in accordance with the provisions of this contract and for any loss suffered by the MAHAPREIT because of gross negligence or willful conduct on the part of the Consultant in such performance, limited to the Consultancy contract price and subject to the following:

- a) The Consultant shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultant, its Sub- Consultant or the Personnel of either of them, and
- b) The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

3.5 Indemnification of MAHAPREIT by the Consultant:

The Consultant shall keep MAHAPREIT, both during execution and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the MAHAPREIT or any Third Party, where such loss, damage, injury, death, expenses are the result of wrongful action/s, negligence or breach of Contract by the Consultant or their Sub-consultant, or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance, costs and liabilities (“Claims”) of any kind whatsoever incurred in connection with this Agreement, regardless of the number of Claims, the liability of the Consultant shall be an amount not exceeding the contract value.

3.6 Insurance to be Taken Out by the Consultant

The Consultant shall take out and maintain, and shall cause any Sub- Consultant to take out and maintain, at their (or the Sub- Consultant, as the case may be) own cost but on terms and conditions approved by the MAHAPREIT, insurances as set forth below, and at the MAHAPREIT’s request, shall provide evidence that such insurances has been taken out and maintained and that the current premiums have been paid.

3.6.1 Professional Liability Insurance:

Professional liability insurance, with coverage equal to the Consultancy Contract price shall be affected by the Consultant within a period of 30 days from the commencement of contract. Professional liability insurance shall cover the claims arising out of losses and/or damages during the period of insurance first made in writing against the Insured during the Policy Period and Insured is indemnified in accordance with Operation Clause for any breach of Professional duty by reason of any negligent act, error or omission, whenever and wherever committed or alleged to have been committed during the period of insurance and the deliberate non- compliance with technical standards commonly observed in professional practice, laid down by law, or regulated by official bodies. The insurance shall be in force covering the contact period and thereafter for one year.

3.6.2 Insurance for liability and Indemnity:

- i. The cost of such insurance or increase in insurance shall be at the expenses of the Consultant. MAHAPREIT's liability and worker's compensation insurance in respect of the personnel of the Consultant and of sub-consultant, in accordance with the relevant provisions of applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate and
- ii. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract (ii) the Consultant's property used in the performance of the services, and (iii) any documents prepared by the Consultant in the performance of the services.
- iii. The Consultant shall take out and maintain and shall cause any Sub Consultants to take out and maintain at their own cost on terms and conditions approved by MAHAPREIT insurance against the risks and for coverages as shall be specified hereunder and at MAHAPREIT's request shall provide evidence to MAHAPREIT showing that such insurances have been taken out and maintained and the premiums therefor have been paid.

3.7 Reporting Obligations:

The Consultant shall submit the Reports as per the Milestones and timelines specified in the TOR.

3.8 Documents Prepared by the Consultant to be the Property of MAHAPREIT:

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the MAHAPREIT and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MAHAPREIT, together with a detailed inventory thereof. The Consultant may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the MAHAPREIT.

3.9 Drawings:

The Consultant shall supply to MAHAPREIT 4 hard copies and one copy in pen drive/softcopy in AutoCAD format for each of all Approved construction drawings including revisions thereto, in addition to providing RTFs of the final as built drawings along with 4 hard copies and one copy in pen drive/softcopy in AutoCAD format of each of the drawings.

4. Consultant Personnel:

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.1 Description of Personnel:

The titles agreed job descriptions, minimum qualifications and estimated periods of engagement in carrying out of the Services of each of the Consultant's Key Personnel shall be described in the offer.

4.2 Agreed Personnel:

The Consultant hereby agrees to engage the personnel and Sub- Consultant by title in the offer in order to fulfill the contractual obligations under the contract.

4.3 Removals and/or Replacement of Personnel:

- a) Except as the MAHAPREIT may otherwise agree, no changes shall be made in the Key Personnel for Part A. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others it becomes necessary to replace any of the Key Personnel for Part A, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications with prior intimation to MAHAPREIT.
- b) If the MAHAPREIT-
 - i. finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - ii. has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at MAHAPREIT's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to MAHAPREIT. The removal and/or replacement under (a) & (b) above shall have no cost implications on MAHAPREIT and the Consultant shall be vicariously liable to MAHAPREIT.

Replacement of the agreed Key staff of Part A for any reason beyond the reasonable control of the Consultant at the first instance shall be with the prior approval of MAHAPREIT without penalty. Further replacement for Part A Key personnel will attract a penalty of Rs. 10,000/- per person per occurrence. However, the Consultant has to replace the personnel with equivalent or better qualification and experience.

4.4 General

The Consultant shall intimate MAHAPREIT in writing before taking any of the following actions:

- a) Appointing Personnel to carry out any part of the Services, including the terms and conditions of such appointment.

- b) Change of Personnel to carry out any part of the Services, including the terms and conditions of such change / appointment
- c) Entering into a subcontract for performance of any part of the Services, it being understood-
 - i. that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been intimated in writing to the MAHAPREIT prior to the execution of the subcontract and
 - ii. That the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Contract.

5. Obligations of MAHAPREIT:

6.1 Assistance and Exemptions:

The MAHAPREIT shall provide the Consultant, Sub-Consultant and their Personnel all such reasonable assistance as shall be necessary to enable the Consultant, Sub-Consultant or Personnel to perform the services as per the ToR.

6.2 Change in the Applicable Law:

If, after the date of this Contract, there is any change in the Applicable Laws which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the fees and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made as applicable.

6.3 Payment:

In consideration of the Services performed by the Consultant under this Contract, the MAHAPREIT shall make to the Consultant such payments and in such manner as is provided in GCC Clause 6 of this Contract.

6.4 Office for Consultant:

For better co-ordination with MAHAPREIT the Consultant should have an existing office establishment or should establish an office within the Mumbai city limits (within one month after issue of Letter of Acceptance); preferably near project location. The cost for the office establishment is to be included in the financial proposal.

6. Payments to the Consultant:

- i. An all-inclusive cost of all services shall be payable in Indian Rupees. The modalities of making payments are set forth in Terms of Reference. Consultant shall submit Time-sheet duly authenticated by the Project Manager/Team Leader along with the bill.

- ii. All payments to consultant, sub-consultants etc. will be subject to deduction of taxes at source in accordance with the provisions of the Indian Income Tax Act and any other applicable law.

7. Fairness and Good Faith:

7.1 Good Faith:

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract:

The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 9 hereof.

7.3 GST:

GST is a destination-based tax on consumption of goods and services. The MAHAPREIT shall reimburse at actual, to the Consultant the goods and service tax payable to the Govt. of India at the rate specified by Govt. of India.

Note – Bidder shall take this provision into consideration before bidding.

7.4 Other Taxes:

The MAHAPREIT shall not reimburse any other taxes & duties, such as customs, excise etc. levied by Govt. and /or any statutory body thereto, on import / export of any documents, instruments, materials going into the project and the Bonafide expenses of the personnel visiting India / going abroad in connection with project.

8. Compensation for Delay and Penalties:

1.1 Compensation for Delay:

- i. If the Consultant fails to render timely services on or before the specified deadline (as mutually agreed by both parties) and such delay is solely attributable to the Consultant, without prejudice to any other right or remedy of MAHAPREIT on account of such delay, the Consultant shall pay compensation at the rate of ¼ percent per month or part

thereof of total fees for that specified activity subject to maximum cap of 5% Consultancy contract price.

- ii. If the amount of penalty imposed reaches to the maximum cap i.e. 5% of the Consultancy contract price, the contract shall be terminated at the risk and cost of the Consultant.

9. Settlement of Disputes:

9.1 Amicable Settlement:

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

9.2 Dispute resolution:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in GCC Clause 9.3.

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.2.1 Conciliation:

In the event of any Dispute between the Parties, either Party may call upon the other party for amicable settlement, and upon such reference, the said persons shall meet no later than 15 (fifteen) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 30 (thirty) day period or the Dispute is not amicably settled within 45 (forty-five) days, or such longer period as may be mutually agreed by the Parties, of the meeting either Party may refer the Dispute to arbitration in accordance with the provisions of GCC Clause 9.4.

9.3 Arbitration:

- 9.3.1** Any Dispute which is not resolved amicably by conciliation, as provided in GCC Clause 9.3, shall be finally decided by reference to a sole arbitrator, who shall be an officer not below the rank of retired Secretary of Government. Such arbitration shall be held in accordance with Arbitration Act, 1996 or amendments thereof and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The seat of such arbitration shall be Mumbai, and the language of arbitration proceedings shall be English.

9.3.2 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

SECTION V - TERMS OF REFERENCE

Terms of Reference

1. Introduction:

MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LIMITED (MAHAPREIT), is coming up with a project for Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi. to achieve objective under the vertical of Affordable Housing and Urban Planning considering the huge opportunity to transform blighted areas in the city into a model for equitable, sustainable, affordable yet world-class City development. It is a dynamic project covering various sustainable goals to provide affordable accommodation and social services which raise living standards and reduce disparities amongst different sections of the population. Thus, URS is a chance to holistically design, and convert cluster consisting of predominantly unauthorized, old, and dilapidated buildings along with authorized old buildings & slums into a consciously designed & structured city, thus contributing towards the larger objective of a 100% planned slum free City

2. Background of Project:

Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) are a wholly subsidiary of MPBCDC, a Government of Maharashtra company engaged in sectors of Renewable Energy and Infrastructure Technology. The major objective of the company is to generate, trade, operate, lease and rent Renewable Power Projects. The other objectives include the establishment of businesses concerning decarbonization and energy efficiency, alternative fuel cell technology and climate change issues in accordance with departments of the Government of India (GoI) and the Government of Maharashtra (GoM).

MAHAPREIT have separate verticals of emerging technology areas such as Renewable Energy and Electric Vehicles, Agro-Processing Value Chains, Infrastructure Projects, Energy efficiency Audits, Affordable Housing and Urban Planning, Environment and Climate Change, Women entrepreneurship, emerging technology areas, and Corporate Community Development. Being a subsidiary of MPBCDC, we hold 49 percent equity of the Government of India (Central Government) and 51 percent equity of the Government of Maharashtra (State Government) which allows us to better planning and effective implementation of projects for the larger public good. We are targeting other specialized sectors such as Affordable Housing, Geo-spatial mapping, Urban-Regional Planning, and Infrastructure Development for which we hold a panel of knowledge partners. These knowledge partners are specialized in their respective fields and have vast experience in carrying out similar projects. Our knowledge partners provide us with

consultancy services for PPP/EPC contracts and advisory services for projects related to the above-mentioned sectors.

3. Objective of Consultancy:

The works will be primarily consisting of the following:

i. Architectural/ Master Planning:

This involves planning and design of the project, including site analysis, conceptual design, and development of detailed master plans. The focus is on creating a cohesive architectural vision that aligns with regulatory guidelines and the project's overall objectives.

ii. Project Management Consultant:

The role of the Project Management Consultant (PMC) is to oversee the project's execution from start to finish. This includes supervising construction activities, ensuring quality control, managing project finances, and coordinating infrastructure and landscape development. The PMC's prime focus should be to ensure that the project adheres to timelines, budgets, and quality standards.

iii. Financial Feasibility:

This aspect involves assessing the financial viability of the project. It includes analyzing costs, potential revenue streams, and market trends to determine the project's economic sustainability. The goal is to ensure that the project is not only architecturally and functionally sound but also financially feasible.

iv. Liaisoning Approvals:

This part of the scope entails navigating and securing all necessary regulatory approvals required for the project. It involves liaising with government bodies and regulatory authorities to ensure that the project complies with all local laws, building codes, and other statutory requirements.

4. DETAILED SCOPE OF WORK

PART-A: Preparation of DPR

1. Preparation and Submission of Revised Detailed Project Report (DPR) as per PMAY(U) 2.0
 - i. Assessment & Survey:
 - a) Review existing DPR and available data and other survey investigation reports align with PMAY(U) 2.0 norms.
 - b) Conduct site visits, surveys, and beneficiary identification as per SECC data.
 - c) Environmental clearance.
 - ii. Technical Preparation:
 - a) Soil exploration, if required additionally.
 - b) Prepare revised architectural & structural drawings.
 - c) Plan for infrastructure (water, sanitation, roads, etc.) as per Central Public Health & Environmental Engineering Organization (CPHEEO) norms.
 - d) Proof checking of standard drawing and designs from IIT (Bombay-Powai)
 - e) Provisional Fire NOC.
 - iii. Financial Estimation:
 - a) Update cost estimates using latest DSR/SOR.
 - b) Prepare component-wise cost sharing (Central, State, ULB, beneficiary).
 - iv. Documentation:
 - a) Attachment of beneficiaries on PMAY MIS portal geo-tagging data, layout plans, and related activities. (Post Tender Activity)
 - v. Annexure to be included in DPR – AHP- PMAY(U) 2.0
 - a) Preparing annexure as per guidelines of PMAY(U) 2.0 and to submit the same along with DPR.
2. DPR Approval by MAHAPREIT/Concerned Authority
 - i. Presentation of DPR before MAHAPREIT and other concerned departments
 - ii. Incorporation of Feedback received during review
 - iii. Re-submission of final DPR after incorporating suggested changes
 - iv. Follow-up and coordination with MAHAPREIT officials to ensure timely approval.
 - v. Submission of DPR to Concerned Authority.
3. Approval by SLAC (State Level Appraisal Committee)
 - i. Preparation of presentation materials and briefing notes
 - ii. Coordination for scheduling of SLAC meeting
 - iii. Technical support and representation during SLAC review process

4. Approval by SLSMC (State Level Sanctioning & Monitoring Committee)
 - i. Facilitation of submission to SLSMC post-SLAC approval
 - ii. Provision of clarification and documentation as needed
 - iii. Assistance in obtaining sanction and administrative approval from SLSMC
5. Approval by CSMC (Central Sanctioning & Monitoring Committee)
 - i. Preparation of documentation as per Ministry/CSMC requirements
 - ii. Coordination with State Nodal Agency (SNA) for forwarding proposal to MoHUA/CSMC
 - iii. Tracking progress and facilitating communication with central authorities
 - iv. Support in addressing queries raised during the CSMC review
6. Layout Approval and Obtaining Necessary NOCs
 - i. Preparation and submission of drawings for layout approval from Town Planning Authority and Coordination with respective authorities for inspections, clarifications, and document submissions
7. Preparation of Tender Document
 - i. Drafting of tender documents including:
 - a) Notice Inviting Bid (NIB)
 - b) Instructions to Bidders
 - c) General and Special Conditions of Contract
 - d) Technical Specifications
 - e) BOQ and drawings
 - f) Prequalification criteria and bid evaluation methodology
 - ii. Incorporation of applicable Government norms and standard formats
 - iii. Review and finalization of bid document in consultation with MAHAPREIT
8. Tender Finalization and Appointment of Agency
 - i. Publication of Tender on appropriate e-tendering platforms and portals
 - ii. Pre-bid meetings and clarifications
 - iii. Evaluation of bids (technical and financial) as per pre-defined criteria
 - iv. Preparation of comparative statements and evaluation reports
 - v. Assistance in finalizing L1 bidder and issuing Letter of Award (LOA)

PART-B: Project Management Consultant (PMC)

1. Introduction

The Project Management Consultant (PMC) shall be responsible for overall planning, coordination, monitoring, quality assurance, and successful execution of the building construction/redevelopment project, ensuring timely completion within approved cost and quality parameters.

2. Detailed Scope of Work.

A. Construction Stage

- Day-to-day supervision, monitoring, and coordination of construction work.
- Quality control and assurance through field/lab tests in IIT (Bombay-Powai), V.J.T.I and third-party inspections.
- Regular submission of progress reports.
- Monitor compliance with drawings, technical specifications, and contract conditions.
- Certify contractor bills and monitor actual vs. estimated project costs only after approval from MAHAPREIT.
- Maintain site records, progress reports, and conduct review meetings.
- Ensure compliance with safety norms and environmental conditions.
- Ensure adequate insurance policies and timely renewal.
- Ensure timely compliance to the observation report of quality control and third-party inspections.
- Provision of vehicle for MAHAPREIT for site work.
- Geo-tagging data.

B. Post-Construction Stage

- Verification of final completion, snag list and rectification monitoring.
- Assist in obtaining occupation/completion certificate and statutory NOCs.
- Support in handing over of the building including utilities and documentation.
- Finalization and settlement of contractor accounts.
- Preparation and submission of final project report with drawings and as-built drawings and documents.
- Fire NOC, Electrical Inspector (PWD) Certificate/NOC, Environmental Clearance, Civil Aviation NOC.
- Obtain occupancy certificate (OC) from Municipal/Government authority as applicable
- Handing over of the project.

3. Deliverables.

- Weekly/Monthly Progress Reports
- Quality Inspection Reports
- Compliance to all Quality Control and safety observations.
- Financial Progress Reports
- Updated Project Schedule
- Completion Report with As-Built Drawings approval from concerned Government Department/Authority
- Site photographs of progress, videos, drone footages.
- PMC fees shall be inclusive of all the above deliverables

4. Time Frame.

PMC services shall be rendered throughout the project cycle: from pre-construction to one year after completion covering all extensions if any (Defect Liability Period assistance).

5. Team Deployment.

The PMC shall deploy qualified professionals: Project Manager, Site Engineers, QA/QC Engineers, Safety Officers, etc., as per project needs and as directed by MAHAPREIT.

6. General Terms.

- The PMC shall maintain transparency, professional ethics, and objectivity.
- All reports, documents, and data generated shall be the property of the project authority.
- Coordinate with architects and consultants for sustainable and green building design integration.
- Facilitate value engineering workshops to optimize cost and functionality.
- Ensure timely procurement and delivery of materials through coordination with vendors.
- Conduct regular site safety audits and enforce corrective measures promptly.
- Establish and maintain a digital project management dashboard for real-time updates.
- Ensure documentation for energy efficiency and green building compliance (if applicable).
- Monitor and support during the Defect Liability Period (DLP) and address any post-handover issues.
- Monthly ESG (Environmental, Social, and Governance) compliance report (if applicable).
- Risk assessment reports and mitigation plans.
- Digital project records including photographs, videos, and drone footage (if applicable)

5.1 Delay in implementation of the project after completion of Detailed Engineering:

In case the construction period of project is likely to get delayed, the following course of action is likely depending upon the probable extent of delay.

- **Delay of 1 month to 6 months:**

The consultants can redeploy their supervision personnel earmarked for the project. Upon commencement of the supervision period, the consultants will be allowed to substitute their key personnel, if needed, provided that the alternate personnel possess equal or better qualifications and experience than the key personnel originally proposed as per TOR.

- **Abnormal Delay (exceeding 6 months):**

The contract between MAHAPREIT and Consultant may consider for foreclose in case the delay is solely due to MAHAPREIT.

5.2 Services during Defect Liability:

The services to be provided by the consultants during the defect's liability shall include the following:

5.3 During the defects liability period after completion:

Joint inspections of the work shall be carried out at regular intervals by the Resident Engineer along with the Contractor's representatives. If contractor's fails to attend the Joint inspections as fixed in writing, Resident Engineer shall carry out visit independently once quarterly / as directed by Engineer in Charge from time to time to observe the defects and submit reports to employer with a copy to contractor. If Contractor fails to countersign the defects noticed even after giving reasonable notice to the contractor, PMCS should initiate suitable action as per Contract.

After the inspections the consultants shall submit a report (in 3 copies) detailing the defects noticed and the remedial measures to be taken by the Contractor. The consultants shall suggest and supervise the remedial measures, if any, require to be carried out by the contractors during defects liability and submit final rectification report to the MAHAPREIT.

Consultants Inputs required:

The consultants are required to make their own assessments of the manpower requirements in terms of man months for the different categories of personnel proposed to be deployed for the supervision works as envisaged in this TOR. The consultants shall address this aspect in their proposed methodology to be submitted to the Employer. Consultants are required to furnish CVs for the following key professional staff. CVs of field support staff are not required to be submitted

Minimum manpower deployment:

Category - wise minimum manpower to be deployed for Supervision Period and DLP period are given in FORM TECH – 3.

5.4 Implementation Schedule:

The implementation schedule (indicative only) for the work shall be as follows:

Activity Description	Estimated time in Months
i. DPR Preparation & Tender	6 months
ii. PMC during Construction	60 months
iii. DLP	24 months (Period shall be reckoned from issuance of

- 5.5 There shall be one site supervision team which would be mobilized on the date of actual commencement of works by the contractors. However, mobilization of the supervision team shall be according to the instructions of the Engineer in charge given from time to time only. In addition to the above, the assignment also includes services during the defects liability as mentioned in contract agreement of work execution. The Consultant has to ensure presence of Residential Engineer towards the end of Defects liability for preparation of Final Report and contract closure. During the Defects Liability, the Residential Engineer will continue on a part time basis with the supervision team members if required, would be mobilized on an as required basis.
- 5.6 Requirement of technical support staff would include structural Engineers, Supervisors, and Technicians etc. as felt necessary for providing services mentioned in TOR. The Supervision Consultant may propose the various categories of technical support staff. The Supervision Consultant should indicate in his technical proposal the qualification and experienced level of his proposed candidate for each category of technical support staff.
- 5.7 After award of the contract the Employer expects all the proposed key personnel to be available during implementation of the contract. The Employer will not consider substitutions during contract implementation except, under exceptional circumstances. In case of replacements the Supervision Consultant will ensure that there is a reasonable overlap between the staff to be replaced and the replacement. The replacement should be strictly with the acceptance of MAHAPREIT.

Accommodation, Laboratories and Vehicles:

The supervision consultant will be responsible for making his own arrangement for transportation of PMC staff. No separate payment will be made on this account. Accommodation (site office) and site laboratory will be provided by contractor free of cost (including maintenance and repairs thereof with office infrastructure including furniture, internet services etc.).

Co-ordination and Consultation:

The consultant will be required to liaise and co-ordinate with all agencies affected by the proposed works.

Outputs:

The various outputs required from the work have been stated in the descriptions of the Tasks be submitted both in hard and soft copy formats (see below).

Sr. No.	Activity / Report	Nos. of copies	Duration in month after commencement of study
I.	Monthly Progress Report	3	Monthly
II.	Monthly Information System (MIS)	3	Monthly
III.	Cash flow	3	Monthly
IV.	Quarterly Progress Reports	3	Every Quarter
V.	Project completion report	3	On completion of the project

Additional copies of Reports:

The consultants shall submit additional copies of the above-mentioned reports as required by the employer. The consultants will be paid a statement rate for each of the report fixed per copy. The rate per additional copy shall be as per the rate approved by MAHAPREIT.

MAHAPREIT Reviews:

MAHAPREIT will make reviews of the progress of the work but, there are a number of key outputs which will condition the continuing work. The consultant will also produce working papers on important issues as required by the MAHAPREIT. The MAHAPREIT will review consultant's reports as above and also working papers.

Project Co-ordination:

Project Director (SIP), MAHAPREIT will function as principal coordinator to oversee the project and provide a principal point of contact with the consultant on behalf of the MAHAPREIT. It is envisaged that the study team will operate principally from office in Mumbai. The consultant will provide all facilities and equipment necessary for successful completion of the project. All data collected during the project, will become the property of the MAHAPREIT.

Technical Advisory Committee:

MAHAPREIT may establish a Technical Advisory Committee (TAC) to guide during the implementation of the project. The role of this Committee will be to review the consultant's findings and provide advice to the team on technical matters. It is expected that the TAC will meet as and when required. Consultant will submit all reports for review for suggestions by TAC.

Payments to the Consultant:

Payment Terms:**Detailed scheduled of payment:**

Sr. No	Stages of payments	Timeline in days	% fees entitled to be released
	Part A: DPR Activities		
1.	Preparation and submission of revised DPR to MAHAPREIT including architectural drawings & structural drawings & detail estimate as per DSR	90	20% of the total fee
2.	Approval to the thus submitted DPR by MAHAPREIT/Concerned authority	-	05% of the total fee
3.	Getting DPR approved by SLAC (State Govt.)	-	10 % of the total fee
4.	Getting DPR approved by SLSCMC (State Govt.)	-	10% of the total fee
5.	Getting DPR approved by CSMC(Central Ministry)	-	15% of the total fee
6.	Obtaining layout approval & various NOC's required for the same	60	15% of the total fee
7.	Preparation of tender document	45	15% of the total fee
8.	Finalization of tender & appointment of agency	90	10% of the total fee
	Total		100%
	Part B: Project Management Consultancy		
1	Project Monitoring		
1A	Equal Monthly Instalment for 36 Months i.e. 1.5% of Fees per month.		45%
1B	Proportionate to the certified work done by Contractor		45%
2	End of 1st year of DLP		5%
3	End of 2nd year of DLP		5%
	Total		100%

Note:

- The above particulars of payment are not in the chronological order of occurrence. The payment shall be made against above mentioned each individual payment particulars. The payment may be done on a prorata basis.
- GST payment shall be done with every invoice as per prevailing statutory rate. (if required)
- The cost quoted for all personnel is inclusive of all costs.
- The man-months are only indicative the bidder should consider additional man-months if required including back-office support in overall cost.
- The Tender is on Lump-Sum Basis or Lump-Sum Cost. MAHAPREIT shall give weightage to the quoted cost in following manner
- Date of Commencement will be 30 days after the date of Letter of Acceptance (LOA) or date of starting communicated in writing by MAHAPREIT.

- Monthly Payment to the Consultant during extended / suspended period shall be made with prior approval from Competent Authority.
- In case the MAHAPREIT instructs that the certain stage(s) is not required to be complied, then the payment against that particular stage(s) shall be subsequently merged with the preceding / succeeding stage as applicable.

SECTION-VI: TECHNICAL PROPOSALS-

STANDARD FORM

Form 1 – Form of Technical Bid Submission

Date:

To:

Project Director (SIP)

501, 502, Pinnacle Corporate Park,
5th floor, next to Trade Centre,
Bandra Kurla Complex, Bandra East,
Mumbai, Maharashtra 400051
E-mail: pd.sip@mahapreit.in

Sub: Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi.

Ref: Tender No. _____

Sir,

I/We have read and examined the following documents relating to work of **Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi.**

- i. The tender notice
- ii. The Tender Document
- iii. Instructions to e-tenderers
- iv. Instructions to Consultants
- v. General Conditions of contract (GCC)
- vi. The Terms of References (TOR)
- vii. Tender Forms and Formats
- viii. Pro-Forma of Bank Guarantee for Performance security.
- ix. Form FIN-1
- x. Drawings, if any
- xi. Integrity Pact
- xii. Reply to Bidder's Queries.

xiii. Addendum, Corrigendum, if any.

I/We

.....

(full name in capital letters starting with surname), the proprietor/managing partner/Managing Director/Holder of the business for the establishment/firm/registered company named herein below do hereby offer to be appointed as the Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi. in Mumbai referred to in the Terms of Reference and Bill of Quantities to the accompanying Form of Contract at the rates entered in the Bill of Quantities sent herewith and signed by me/us.

I/We hereby tender for Consultancy Services for the works referred to in the aforesaid documents, upon the terms and conditions referred to therein and in accordance in all respects with the Terms of Reference and other relevant details at the rates entered in the aforesaid bill of quantities. According to your requirements an interest free E.M.D. amounting to Rs. 35,00,000/- has been paid by online mode me/us to Mahatma Phule Renewable Energy and Infrastructure Technology Limited

I/We hereby agree not to withdraw the offer and to keep it open and valid during the bid validity period of 90 days from the last date of submission of the offer and not to make any modifications in its terms and conditions which are not acceptable to the MAHAPREIT.

I/We agree that the MAHAPREIT shall, without prejudice to any other right or remedy be at liberty to forfeit the said Earnest money absolutely, if

I/We withdraw e-Tender submission during the period of Bid validity set out in ITB 5; or

I/We fail to accept corrections in accordance with ITB 9;

I/We fail to commence work on or before the date specified in the work order

I/We do not fulfill the mandatory conditions as stipulated.

I/We fail to:

Submit additional documents, asked for by MAHAPREIT during technical evaluation of bids

Furnish the documents, including Performance Bank Guarantee, in accordance with ITB 31.

Sign the Contract in accordance with ITB 18;

I/We have filled in the accompanying tender with full knowledge of liabilities and therefore we will not raise any objections or disputes in any manner relating to any action including forfeiture of deposit and blacklisting for giving any information, which is, found to be incorrect and against the instructions and directions given in this tender.

I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us that any information given by me/us in this tender is false or incorrect I/We shall

compensate the MAHAPREIT for any such losses or inconvenience caused to the MAHAPREIT in any manner and will not resist any claim for such compensation to any ground whatsoever.

I/We agree to undertake that I/We shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by MAHAPREIT.

I/We hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.

I/We hereby understand that MAHAPREIT may cancel this entire tender process or accept or reject the bid/bids at any time without assigning any reasons and without incurring any liability towards me/us.

Full name and address with Telephone nos. if any

Yours Faithfully,

Signature of authorized signatory

Full names and private residential addresses with telephone nos. of all the partners constituting this firm:

Form 2A - Bidder Qualification Eligibility Form

Date: [insert day, month, year]

No. and title: [insert Package No. and title of work]

To: [insert full name of Employer]

I/We, the undersigned, confirm that we believe we have the appropriate credentials to tender for the above works and declare that:

- a) We, have eligibility in accordance with ITB 10.1 (Eligible Bidder).
- b) We, including any sub consultants for any part of the Contract resulting from this Tender Process, do not have any conflict of interest, in accordance with ITB 10.1 (Eligible Bidder).
- c) We, including any sub consultants for any part of the Contract resulting from this Tender Process, have not been declared ineligible under the Indian laws, official regulations, or have forfeited our bid security (Bank Guarantee) and Earnest Money Deposit (EMD) in the form of online payment/ BG, or are not under execution of a bid securing declaration in accordance with ITB 10.1 (Eligible Bidder).
- d) [Insert either "we are not a Government owned entity" or "we are a Government entity, and we meet the requirements of ITB 10.1];
- e) We undertake that in case of any change in facts or circumstances during the Tendering Process, we are affected by the provisions of disqualification in terms of the provisions of the Tender Document, we shall inform MAHAPREIT of the same immediately.

Signed* [insert signature(s) of an authorized representative(s) of the Bidder]

Name [insert full name of person signing the application]

In the Capacity of *[insert capacity of person signing the application]* Duly authorized to sign the application for and on behalf of: Bidders Name *[insert full name of Bidder]*

Address [insert street number/town or city/country address]

Dated on [insert day number] day of [insert month], [insert year]

*Provide Power of Attorney for Authorized Representative signing this document as per ITB 18 (Signing of Bid document)

Form 2B - Form of Certificate for Eligible Source Countries

(To be submitted on Bidder's Letter head)

I/We, (Name of the Bidder /Member), have read the ITT clause 10.2 (Eligibility) regarding restrictions on procurement from a Bidder of a country which shares a land border with India, and I/we am/are not from such a country" or, from such a country (indicate country), have been registered with Competent Authority and submit a certificate herewith as an evidence of valid registration by the Competent Authority"

I/We hereby certify that I/We am/are fulfilling all requirements in this regard and eligible to be considered, in accordance to ITT clause 10.2 (Eligibility)

I/We acknowledge the right of the MAHAPREIT that absence of such a certificate in the bid, if the Bidder belongs to such country stated above, shall disqualify the Bidder" I/We acknowledge the right of the MAHAPREIT to terminate the Bidder for false declaration or certificate, along with such other actions as may be permissible under law.

Signature of the POA of Bidder

Form 3A deleted
Form 4 - Undertaking cum Indemnity Bond

(This is a draft format)
(On Rs. 500/- Stamp Papers)

I, ____ of ____ in Capacity as Manager / Director / Partners of _____ do hereby declare and undertake as under-

- 1) **NOT BEING BLACKLISTED/ DE-REGISTERED/ SUSPENDED:** I declare that I/we, M/s. _____ have not been charged with any prohibitory and /or penal action such as demotion, Suspension, Blacklisting/ de-registration or any other action under the law in any other Govt., Semi Govt. organizations, Corporation, MAHAPREIT and by any Funding Agency such as World Bank, JICA, ADB etc. and as per provisions of The Manual for Procurement of Works issued by DOE (updated in June 2022).
- 2) **NOT BEING ENGAGED IN CORRUPT AND FRAUDULANT PRACTICES:** I hereby confirm and declare that I/ We, or any of our associate, have not been engaged in any fraudulent and corrupt practices and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price does not include any such amount.
- 3) **NOT BEING IN THE PROCESS OF DEBT RESTRUCTURING:** We do hereby confirm that we have not obtained debt restructuring in immediately preceding 03 years or currently in the process of corporate debt restructuring or have applied for it as on date. A certificate to this effect from our statutory auditors is enclosed herewith.

OR

We do hereby undertake that we have obtained debt restructuring in immediately preceding 03 years or currently in the process of corporate debt restructuring or have applied for it as on date.
- 4) **FINANCIAL STABILITY:** We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 financial years.
- 5) **NO CONFLICTS OF INTEREST:** I hereby declare that I/We do not have any Conflict of interest and shall comply at all times with the requirements of ITB Cl.10.1 (Eligibility) and GCC Cl. No 3.2 (Conflict of interest).

6) I declare that, I/We have perused and examined the tender document including addendum, conditions of contract, specification, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my / our offer to execute the work as per tender document at the rates quoted by me in the capacity of _____ of _____ (Name of Bidder).

7) **INDEMNIFICATION:** I Indemnify the MAHAPREIT and the other officers of MAHAPREIT or their agents for any Damages , Loss , or Injury , any legal suit proceeding or legal action whatsoever that may be caused at any time by me or any other staff of _____ company , for the work undertaken and all such Damage, Damages , injury or loss , legal suit , legal action , I shall be solely responsible in Individual as well as official capacity and such loss , Damages , injury shall be made good and/or as the case may be shall be paid immediately by me/ Company to the satisfaction of the MAHAPREIT.

The Undertaking-cum-Indemnity Bond is binding upon us/our heirs, executors, administrators and assigns and/or successor and assigns.

Dated__day of 2025.

Declared/ Indemnified by me,
Proprietor/ Partner / Directors/POA holder
(Seal of Bidder/Firm/Co.)

Before me Advocate

Form TECH-1: Information regarding status of Consultant

Name of the Consultant:

Place and country of incorporation: Address for correspondence:

Contact Person:

Telephone Number/ Mobile Number: Email address:

Company Registration particulars: (CIN):

Director DIN number:

1) (a) If it is a proprietary concern -----

(b) If so, name of the owner -----

If it is a partnership concern, please furnish name of each partner and copy of registration certificate-

In case of company, please furnish the documentary proof to show that the company is registered-

Signature of Authorized Signatory

Form TECH-2A: Consultant's Organization and Experience

Provide here a brief (two pages) description of the organization and general experience of the Consultant and, if applicable, for this assignment with supporting documentation Submit or organogram of the firm.

Signature of Authorized Signatory

Form TECH-2B: Firm's Relevant Experience References

Consultancy Firm's Reference Relevant Experiences/Assignments that Best Illustrate Qualifications (supported with documentary evidence).

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name	
Country	
Location within Country	
Professional staff provided by your Firm/entity	
Name of Client (Client Certificates to be submitted)	
Name and address of the contact person with E-mail and phone number	
Duration of assignment	
Start Date (Month/Year):	
Completion Date (Month/Year):	
Approx. Value of Services (in USD/ EURO/ STERLING POUND/ INR)	
Name of Associated Consultants, if any:	
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved & functions performed	(Indicate most significant profiles such as Project Director/ Coordinator/ Team Leader)
Narrative Description of Project:	(Plant Capacity, Treatment process/Level, Sludge Disposal and Power generation etc.)
Firm's Name: _	
Signature and seal of the Consultant	

Note:

Scanned, Attested copies of completion/performance/contract agreement from the Engineer- in-charge or equivalent for each work should be annexed and uploaded.

Form TECH-3: Team Composition and Task Assignments

Sr. No.	Position	Name of the person proposed	Qualification	Experience	Task Assigned
Project Key Staff					
1					
2					
3					
4					
5					

Note- If the bidder wishes to get assistance of sub consultant, then they should provide the similar form for Key staff and credentials of the firm to be sub contracted.

Signature of Authorized Signatory

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

A. Technical Approach and Methodology:

In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Staffing for training should also be explained, if so required in the TOR. Please do not repeat/copy the TOR in here

B. Work Plan:

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of **Form TECH-8**

Form TECH-5: Curriculum Vitae (CV) for proposed Key Expert

1. General

Position Title and No.	[e.g., Project Manager [Note: Only one candidate shall be nominated to each position.]]
Name of Key Expert	[Insert full name]
Date of Birth	[day/month/year]
Nationality	
Country of Citizenship/Residence	

2. Education:

[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

3. Employment record relevant to the assignment:

[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]

Period	Employing organization and your title/position. Contact information for references*	Country	Summary of activities performed relevant to the Assignment

***Membership in Professional Associations and Publications:**

4. Language Skills:

(Indicate only Language in which you are proficient):

5. Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:

Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Note: CVs of Key Staff as well as non-key staff (Support staff) as mentioned in the clause 12.0 (3) – 'Personnel Capabilities' shall be submitted using this format. The CV should provide the name of employing Organizations and contact information (title, position, contact number and e-mail) of employing entity for each employment period.

Form TECH-6: Historical Contract Non-Performance

[The following table shall be filled in by the Consultant and notarized on Rs. 500 non- judicial stamp paper]

Date: [insert day, month, and year] Consultant's Legal Name: [insert full name]

No. and title: [insert Group number and title of works] Page [insert page number] of [insert total number] pages

1. Contract Non-performance leading to Contract Termination by Employer or adverse award or pronouncement by an arbitral tribunal or judiciary

Nature of Dispute						
Sr. No.	Name and location of project	Name and address of client	Description on	Period of Arbitration n/ Litigation From –To	Amount Claimed	Award in favour of client

2. Black Listing or debarment proceedings ongoing or completed by any Public Agency/ Employer (On The Date Of Submission Of Bid The Blacklisting shall be applicable as per The Manual for Procurement of Works issued by DOE (updated in June 2022)) <https://doe.gov.in/divisions/manual-procurement-works>

Sr. No.	Name and location of project	Name and address of client	Remarks regarding blacklisting / debarment ongoing/completed	No. of years of debarment/ blacklisting
---------	------------------------------	----------------------------	--	---

3. Pending Litigation

Pending litigation as indicated below:

Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, in INR equivalent)	Cost of Non performing contractin Rupees
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any	[insert amount]	

		identification] Name of Employer: <i>[insert full name]</i> Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute]		
--	--	---	--	--

It is further submitted that neither We are under execution of a Tender Securing Declaration nor have forfeited Tender Security or Earnest Money Deposit in the Republic of INDIA in the past Five Years.

Signature of Authorized Signatory

Form TECH-7: Expert Schedule

No.	Name of Expert /Position /Category	Professional Expert input (in man months)			
		Design and clearances	Construction Period	DLP period	Total Man months
	Key Experts				
1					
2					
N					
	Total				

Signature of authorized signatory of concern/company

1. For Key Experts, the input should be indicated individually for the same position as required under Personnel Capabilities of Sec-III ITB 10 (Eligibility); for Non-Key Experts it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).
2. Months are counted from the start of the assignment.
3. The man-months are only indicative the bidder should consider additional man-months if required including back-office support in overall cost.

SECTION-VII: FINANCIAL PROPOSALS- STANDARD FORMS

Form FIN-1: Financial Proposal Submission Form

Date:

To:

Project Director (SIP), MAHAPREIT (ADDRESS)

Sub: Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi.

Ref: Tender No. _____

Sir,

I/We, the undersigned, offer to provide the Consulting Services for [insert name of assignment] in accordance with tender notice no. _____ and our Technical Proposal. We have examined the Tender Document, including the e-Tender Notice, Special Instructions to Bidders for e-tendering, Instruction to Bidders, Forms and Formats, General Conditions of Contract, Terms of Reference, Appendices and Addendum, if any for the above-named tender. We have understood and checked these documents and have not found any errors in them.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. 90 days.

We understand you are not bound to accept any Proposal you receive and are not bound to assign reasons in case of cancellation of tender process or rejection of proposal.

We remain, yours sincerely,

Authorized Signature [in full and initials]: Name and

Title of Signatory: Name of Firm: Address:

SECTION-VIII: APPENDICES

Appendix A - Contract Agreement Form

1. FORM OF AGREEMENT

AGREEMENT

between

Mahatma Phule Renewable Energy and Infrastructure Technology Limited And

For

**Appointment of Consultant for Preparation/Updation of DPR and Project Management
Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan
Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi.**

FORM OF AGREEMENT

AGREEMENT for Providing Consultancy Services as “Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi.”.

This Agreement made at Mumbai this _____ day of _____ Two Thousand Twenty Five
Between

Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT), a Government company fully owned by Government of Maharashtra, having its registered office at 501, 502, Pinnacle Corporate Park, MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LTD (MAHAPREIT) – 5th floor, next to Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051

thereinafter referred to as the ‘EMPLOYER’ or MAHAPREIT (which expression shall unless the context does not admit or requires otherwise shall mean and include its successors or assigns) of the **ONE PART**

And

_____, a proprietor/partnership firm/ company, etc. registered under the _____ having registered office at _____ hereinafter referred to as the Consultant (which expression shall unless the context does not admit or requires otherwise shall mean and include its heirs, successors or assigns) of the **OTHER PART**.

WHEREAS:

1. MAHAPREIT being desirous of appointing an Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi. in Mumbai (hereinafter referred to as “the Project”) invited bids from eligible bidders vide tender notice dated _____ on the terms and conditions more particularly described in the Request for Proposal document (hereinafter referred to as the RFP/bid document).
2. Accordingly, the tender process was initiated and completed by MAHAPREIT and vide Letter of Acceptance dated _____ the offer of the Successful bidder i.e. _____ for Rs. _____ (Rupees _____) was accepted by the MAHAPREIT.
3. In compliance with the Letter of acceptance and for due observance and performance of the terms, conditions and obligations hereunder contained and incidental thereto the

Consultant has submitted with the MAHAPREIT a performance bank guarantee for a sum of Rs._____ drawn on _____ bearing reference no. _____ valid upto _____.

4. It has been agreed that the above said performance bank guarantee as deposited by the Consultant will not carry any interest.
5. The Consultant has generally undertaken to abide by all the terms, conditions, directions and suggestions as contained in the RFP Document, Corrigendum, Common Set of Deviation and Letter of Acceptance and any other document forming part of the contract.

IN THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND DECLARED AS FOLLOWS:

1. The documents, which form part of the contract, will be as follows:
 - a) BID/RFP DOCUMENT for Consultancy Assignment for the said project, corrigendum, addendums, etc.
 - b) MAHAPREIT's letter of Acceptance, all communications and correspondence exchanged between the parties stating to be part of BID DOCUMENT or CONTRACT.
2. In consideration of the payments to be made to the Consultants for the consultancy services for the Project to be executed by it, the Consultant shall and will duly provide, execute and complete the said consultancy services on or before the duties mentioned in the time schedule of completion of work, perform all such acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said consultancy services and at the times and the manner subject to the terms and conditions or stipulations mentioned in the contract.
3. In consideration of the due provision, execution and completion of the said consultancy services, the Employer does hereby agree with the Consultant that the Employer will pay to the Consultant the respective amount for the consultancy services actually provided by it at the rates and such other sums as may become payable to the Consultant under the provisions of the contract, such payment to be made at such time and in such manner is provided for in the contract.
4. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a. Instructions to Bidders;
 - b. The General Conditions of Contract (hereinafter called "GCC");
 - c. Corrigendum's / modifications / corrections, CSD as per pre bid meeting.
 - d. Agreement / Work Order / Letter of appointment
 - e. Appendix & Annexures
5. The mutual rights and obligations of the Employer and the Consultants shall be as set forth in the Contract, in particular:
 - a. The Consultants shall carry out the Services in accordance with the Provisions of the Contract; and
 - b. The Employer shall make payments to the Consultant in accordance with the Provisions of the Contract for the executed works.
 6. All disputes arising out of or in any way connected with this contract shall be deemed to have arisen in Mumbai and only the courts in Mumbai shall have jurisdiction to try and entertain the same.
 7. The several parts of this contract have been read by us and are fully understood by us.

IN WITNESS WHEREAS THE PARTIES HAVE EXECUTED THESE PRESENTS IN DUPLICATE THE DAY AND YEAR FIRST MENTIONED ABOVE.

Signature: _____

Designation: Project Director (SIP),

MAHAPREIT In the presence of witness

1. _____ Address

2. _____ Address

Signed and delivered

For and on behalf of

1. _____ Signature

In the presence of witness

1. _____ Address

2. _____ Address

INTEGRITY PACT

Between

MAHATMA PHULE RENEWABLE ENERGY AND INFRASTRUCTURE TECHNOLOGY LIMITED (MAHAPREIT) hereinafter referred to as **“The Principal”**
and

..... hereinafter referred to as
“The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the Bid process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s) / Contractor(s)

- 1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The bidder commits itself to observe the following principles during its participation in the Bid process and during the contract execution, if awarded:
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees/consultants/agents, if any, involved in the Bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Bid process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned

in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

- e. The Bidder(s)/Contractor(s) will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from Bid process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution commits a transgression through violation of Section 2 above or in any other form such as to put its reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the Bid process, terminate the contract and/or take action as per the procedure mentioned in the “Guidelines on Banning of business dealing”.

Section 4 – Compensation for Damages

If the Principal has disqualified the Bidder(s) from the Bid process prior to the award according to Section 3, the Principal is entitled to forfeit as Damages the Earnest Money Deposit / Bid Security without assigning any reasons.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall forfeit the performance bank guarantee without assigning any reasons.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred on the date of submission of bid with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify the Bidder’s exclusion from the Bid process.
2. If it comes to the knowledge of the Principal that the Bidder has/had made incorrect statement on this subject, the Bidder will be disqualified from the Bid process, EMD will be forfeited and/or action will be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s) / Contractor(s) undertake(s) to demand from its subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the Bid process all bidders who do not sign this Pact or violate its provisions.

Section 7 –Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8 – Independent External Monitor / Monitors

- 1) The Principal appoints (i) Shri. _____ email _____ and Shri. _____ email _____ as the as Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. The Monitors shall report to MAHAPREIT/the Principal.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor have the right to access without restriction to all Project documentation of the Principal including that provided by the B i d d e r s / Contractor. The Contractor shall also grant the Monitor, upon their request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors. The Monitor are under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
- 4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact

on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor have no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the MAHAPREIT within 8 to 10 weeks from the date of reference or intimation to them by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the Monitor has reported to the MAHAPREIT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MAHAPREIT has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- 1) Pact becomes effective on signing & submission of bid by the bidder/s.
- 2) For the successful bidder, the Integrity Pact ends after 10 months from last payment made to the Successful Bidder.
- 3) For unsuccessful bidders, valid for one month after award of contract.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MAHAPREIT.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. MUMBAI.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder is a partnership, this agreement must be signed by all partners.

- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (1) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

Project Director, MAHAPREIT
(Office Stamp/Seal)

(Bidder /Contractor)
(Office Seal)

Place _____

Date: _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

Appendix B - Performance Bank Guarantee

(To be executed on Stamp Paper and BG will attract stamp duty as per Stamp Act.)

In consideration of the Mahatma Phule Renewable Energy and Infrastructure Technology Limited (hereinafter called "the Employer") having agreed to exempt -----(Name of Architect) (hereinafter called "the Consultant") from depositing with the Mahatma Phule Renewable Energy and Infrastructure Technology Limited the sum of INR(Rupees..... only) being the amount of Performance Security payable by the Consultant to the Mahatma Phule Renewable Energy and Infrastructure Technology Limited under the terms and conditions of the contract made between the Mahatma Phule Renewable Energy and Infrastructure Technology Limited of the one part the Consultant of the other part (hereinafter referred to as "the said Contract") for (describe the work) as security for due observance and performance by the Consultant of the terms and conditions of the said contract on the Consultant furnishing to the Mahatma Phule Renewable Energy and Infrastructure Technology Limited a Guarantee in the prescribed form of a Scheduled Bank in India being in fact these presents in the like sum of INR.....(Rupeesonly).

We _____ Bank / Limited registered in India under _____ Act and having our Local Head Office at _____ in India do hereby

1. Guarantee to the Mahatma Phule Renewable Energy and Infrastructure Technology Limited

a) Due performance and observance by the Consultant of terms covenants and conditions on the part of the Consultant in the said Contract.

AND

b) Due and punctual payment by the Operator to the Mahatma Phule Renewable Energy and Infrastructure Technology Limited of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Mahatma Phule Renewable Energy and Infrastructure Technology Limited by the Consultant under or in respect of the said Contract.

2. Undertake to pay to the Mahatma Phule Renewable Energy and Infrastructure Technology Limited on demand without any demur and notwithstanding any dispute or disputes raised by the Consultant (s) in any suit or proceeding filed in any court or tribunal relating thereto the said sum Rs. (Rupeesonly) or such lesser sum as may be demanded by the Mahatma Phule Renewable Energy and Infrastructure Technology Limited from us, our liability hereunder being absolute and unequivocal. Any such demand shall be conclusive as regards the amount due and payable by Bank under this guarantee.
3. Agree that:
- a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Contract and that the same will continue to be enforceable till all the dues of the Mahatma Phule Renewable Energy and Infrastructure Technology Limited under or by virtue of the said Contract have been duly paid and its claims satisfied or discharged and till the Mahatma Phule Renewable Energy and Infrastructure Technology Limited certifies that the terms and conditions of the said contract have been fully and properly carried out by the Consultant.
- b) We shall not be discharged or released from the liability under this Guarantee by reasons of :
- i. Any change in the constitution of the Bank or the Consultant;
- ii. Any agreement entered into between the Mahatma Phule Renewable Energy and Infrastructure Technology Limited and the Consultant with or without our consent;
- iii. Any forbearance, act or omission on the part of the Mahatma Phule Renewable Energy and Infrastructure Technology Limited or any indulgence shown by Mahatma Phule Renewable Energy and Infrastructure Technology Limited to the Consultant;
- iv. Any variation in the terms, covenants or conditions contained in the said Contract;
- v. Any extension of time given to the Consultant;
- vi. Any other conditions or circumstances under which, in law a surely would be discharged;
- c) Our liability hereunder shall be joint and several with that of the Consultant as if we were the principal debtors and not merely as surely in respect of the said sum of Rs. (Rupeesonly)
- d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the MAHAPREIT.

e) This guarantee is encashable at local office at Mumbai with a notice to guarantee issuing Bank Branch viz. _____

4. Notwithstanding anything contained herein,

- 1) Our Liability under this guarantee shall not exceed Rs. _____.
- 2) This Bank guarantee shall be valid up to _____(two years) and encashable within further Claim period of 6 month i.e. _____.
- 3) We are liable to pay the guaranteed amount or any part thee of this Bank Guarantee only and only if you serve upon us a written claim or demand only.

IN WITNESS WHERE OF the Common Seal of
_____ has been hereunder to affixed the
_____ day of _____ 20__

Witness 1. _____

2. _____

Notes:

- 1) The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
- 2) The 'Bank Guarantee' shall be from an Indian scheduled Commercial Bank.
- 3) List of MAHAPREIT approved banks is as per Appendix C.
- 4) Payable at Mumbai Only Via SFMS.

Appendix D - Proforma of Bank Guarantee In Lieu Of EMD

SAMPLE FORM OF BANK GUARANTEE FOR EMD

In consideration of the Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT), "hereinafter called the Employer" having agreed to exempt _____ (hereinafter called "the Bidder"), from depositing with the MAHAPREIT the sum of INR _____ (Rupees _____ only) being the amount of Earnest Money payable by the Bidder to the MAHAPREIT under the terms and conditions mentioned in the RFP for Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi. in Mumbai as security for participating in the tender process, the Bidder furnishing to the MAHAPREIT a Guarantee in the prescribed form from a Scheduled Bank in India in fact these present in the like sum of INR _____ (Rupees _____ only).

We _____ Bank/Limited registered in India under _____ Act and having our Local head office at _____ in India do hereby:

- 1) Guarantee to the Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT), due participation in the bidding process.
- 2) Undertake to pay to the MAHAPREIT on demand without any demur and notwithstanding any disputes raised by the Bidder (s) in any suit or processing filed in any court or tribunal relating thereto the said sum Rs. _____) (Rupees _____ only) or such lesser sum as may be demanded by the MAHAPREIT from us, our liability hereunder being absolute and unequivocal any such demand shall be conclusive as regards the amount due and payable by bank under this guarantee.

- 3) Agree that:

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the MAHAPREIT is disputed by the Bidder or not, merely on the first demand

from the MAHAPREIT stating that the amount claimed is due to the MAHAPREIT by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP document including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said RFP document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. **** *(Rupees **** * only).

- 4) This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the last date of submission of offer/Bid inclusive of a claim period of one year or for such extended period as may be mutually agreed between the MAHAPREIT and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5) We, the Bank, further agree that the MAHAPREIT shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP document including, inter alia, the failure of the Bidder to keep its offer open during the BID validity period set forth in the said RFP Document, and the decision of the MAHAPREIT that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the MAHAPREIT and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7) In order to give full effect to this Guarantee, the MAHAPREIT shall be entitled to treat the Bank as the principal debtor. The MAHAPREIT shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the offers or the BID validity period or the period for conveying acceptance of Letter of Acceptance by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the MAHAPREIT, and the Bank shall not be released from its liability under these presents by

any exercise by the MAHAPREIT of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the MAHAPREIT or any indulgence by the MAHAPREIT to the said Bidder or by any change in the constitution of the MAHAPREIT or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

- 8) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
- 10) It shall not be necessary for the MAHAPREIT to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the MAHAPREIT may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 11) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the MAHAPREIT in writing.
- 12) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 13) For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees *** ** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the MAHAPREIT serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after submission of bid)].
- 14) This guarantee shall also be operatable at our..... Branch at Mumbai, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and

payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Signed and Delivered by Bank

By the hand of Mr./Ms, itsand authorized official.

(Signature of the Authorized Signatory)

(Official-Seal)

PS: Not to be included in BG:

The issuing bank shall forward confirmation of issue of BG through SFMS Gateway to Canara Bank, Fort Main, Mumbai – 400 001. IFSC – CNRB0000108, TRA Account – 0108256705346

Appendix F- Format Power of Attorney for Signing of Proposal

Format Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs. 500 duly attested by notary public)

Know all men by these presents, I/We____, having **r egistered office at _____**do hereby constitute, appoint and authorize **Mr. / Ms. _____S/o _____**residing at _____ who is presently employed with us and holding the position of _____as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the Company for Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi. in Mumbai including signing and submission of all documents and providing information / responses to MAHAPREIT, attending all meeting including pre bid meeting, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

AUTHORISED SIGNATORY

For

AcceptedName

Designation

Date: Place:

Attested: Notarized

(Signature) (Name) (Designation) (Address)

Annexure – Sample Association Letter from PMAY Consultant

To,

The Managing Director
MAHAPREIT

Subject: Association Letter for PMAY DPR and Scheme Consultancy for Bhiwandi Project

Dear Sir/Madam,

I, [Name], Proprietor/Director of [Firm Name], having office at [Address], confirm our association with [Name of the Bidder] for providing dedicated consultancy for the Bhiwandi PMAY Housing Project. Our scope shall include:

- DPR preparation compliant with PMAY guidelines
- Beneficiary documentation support
- Submission co-ordination with ULBs and MHADA
- Assistance in subsidy claims and scheme compliance

Terms of Engagement:

- The consultancy fee shall be ₹[Amount] (exclusive/inclusive of taxes)
- The fee shall be paid in [milestone-based/lump sum] manner mutually agreed

We confirm availability for the entire duration of the project and agree to provide required documentation and certifications.

Thank you.

Sincerely,

[Signature & Seal]

[Name of Consultant]

[PAN | GST | Contact Details]

Format for Financial proposal
(To be submitted on the letterhead of the bidder)

To,

Project Director(SIP),
Mahatma Phule Renewable Energy &
Infrastructure Technology Limited
501,502-B Pinnacle Corporate,
Bandra Kurla Complex (BKC), Bandra (E)-400051

Ref: RFP Reference No. MAHAPREIT/PD(SIP)/BNCMC/PMAY(U)02/01/2025

Sub: Submission of Financial proposal in response to the RFP for Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi.

Dear Sir,

I/We _____, Consultant/ Consultancy Firms herewith submit our financial proposal for selection of my/our firm/ Appointment of Consultant for Preparation/Updation of DPR and Project Management Consultant (PMC) for execution of the Affordable Housing Project Under Pradhan Mantri Awas Yojana (PMAY) U 2.0 At Pogaon Chavindre, Bhiwandi.

The Financial offer is as per the below given format:

Sr. No.	Description	Percentage on total project cost
1.	PART A Preparation/ Updation of DPR as per detailed scope of work	
2.	PART B Project Management Consultant as per detailed scope of work	
	Grand Total Percentage (Part A +Part B)	

Note:

1. The price quoted is inclusive of all taxes except GST as applicable.
2. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

Sincerely,

[Bidder Authorized Signature] Name

Designation/ Title