



Request for Proposal (RFP)

FOR

Empanelment of Project Management Consultants (PMC)

Notice No. -RFP/WS/01/2026-27

**MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD.
(MAHAPREIT), A Govt. of Maharashtra Undertaking**

Pinnacle Corporate Park B-501, Next to Trade Center, Bandra Kurla Complex, Bandra East, Mumbai 400051.

<https://mahapreit.in>

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DISCLAIMER

The information contained in this Terms of Reference document ("**RFP**") or subsequently provided to Consultants, whether verbally or in documentary or any other form by or on behalf of the MAHAPREIT or any of its employees or advisers, is provided to Consultants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the MAHAPREIT to the prospective Consultants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the MAHAPREIT in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Consultant may require. This RFP may not be appropriate for all persons, and it is not possible for the MAHAPREIT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Consultant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Consultants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MAHAPREIT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The MAHAPREIT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Consultant upon the statements contained in this RFP.

The MAHAPREIT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the MAHAPREIT is bound to select a Consultant or to appoint the Selected Consultant, as the case may be, for the Consultancy and the MAHAPREIT reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever

The Consultant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MAHAPREIT or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Consultant and the MAHAPREIT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Consultant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Glossary

Consultant	As defined in Clause 2.1.1
Authorised Representative	As defined in Clause 2.12.2
MAHAPREIT	As defined in Clause 1.1.1
Earnest Money Deposit	As defined in Clause 2.17.1
Conditions of Eligibility	As defined in Clause 2.2.2
Conflict of Interest	As defined in Clause 3.2
Consultancy	As defined in Clause 1.2
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
Deliverables	As defined in Clause A of Schedule-1
Documents	As defined in B, Clause 2.8
Evaluation Proposal	As defined in Clause 3.1.
INR, Re, Rs	Indian Rupee(s)
LOA	Letter of Award
Official Website	As defined in Clause 1.9.2
PPP	Public Private Partnership
PMC	Project Management Consultant
Professional Personnel	As defined in Clause 2.13.5
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.3
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.7
RFP	As defined in Disclaimer
Selected Consultant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Sole Firm	As defined in Clause 2.1.1
Support Personnel	As defined in Clause 2.13.5
Technical Proposal	As defined in Clause 2.13.1
RFP	As defined in Clause 1.2.
The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.	



Mahatma Phule Renewable Energy and Infrastructure Technology Limited

(A Subsidiary of MPBCDC, Govt. of MH Undertaking)

Request for Proposal (RFP) for Empanelment of Project Management Consultants (PMC)

Mahatma Phule Renewable Energy & Infrastructure Technology Ltd. (MAHAPREIT) invites proposals for Empanelment of Project Management Consultants (PMC).

More details about the bid submission procedure, Consultant experience and the selection methodology are available in the Request for Proposal (RFP) document. Interested Consultants are requested to download the (RFP) Document from website (<https://mahapreit.in>) from 14/08/2026.

Chief General Manager (W.S.)



महात्मा फुले नविनीकरणीय ऊर्जा व पायाभूत प्रौद्योगिकी मर्यादित

(म.फु.मा.वि.म. ची उपकंपनी, महाराष्ट्र शासनाचा उपक्रम)

प्रकल्प व्यवस्थापन सल्लागारांच्या (PMC) पॅनेलवर समावेशासाठी विनंती प्रस्ताव (आरएफपी)

महात्मा फुले नविनीकरणीय उर्जा आणि पायाभूत प्रौद्योगिकी मर्यादित (महाप्रित) हे प्रकल्प व्यवस्थापन सल्लागारांच्या (पीएमसी) पॅनेलमध्ये समावेशासाठी प्रस्ताव आमंत्रित करत आहे.

निविदा सादर करण्याची प्रक्रिया, सल्लागाराचा अनुभव आणि निवड पद्धतीबद्दल अधिक तपशील संकेतस्थळावरील विनंती प्रस्ताव(आरएफपी) दस्तऐवजात उपलब्ध आहे. इच्छुक सल्लागारांना विनंती आहे की त्यांनी १४/०८/२०२६ पासून (<https://mahapreit.in>) या संकेतस्थळावरून आरएफपी दस्तऐवज डाउनलोड करावा.

मुख्य महाव्यवस्थापक, (पाणीपुरवठा)

1. DETAILS OF INVITATION FOR PROPOSAL

1.1 Background

MAHAPREIT intends to undertake various works in Maharashtra, Goa and other states. Hence, MAHAPREIT intends to call the offers from the reputed & experienced agencies / Team of experts- Lead consultant for Preparing DPR & Other works related to MAHAPREIT's Water supply, Drainage, Recycle and Reuse of Water, Storm Water, Drainage, TTP schemes, Solid waste Management, River Cleaning, Environmental Engineering Projects.

1) MAHAPREIT Information :-

I. 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.

II. 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.

III. 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.
- ix. Water supply, Drainage and Environmental Engineering Projects.

1.1.2 The MAHAPREIT is committed for continuous improvement of infrastructure services to its citizen's. In that context, the MAHAPREIT proposes to form a panel of Consultants as Project Management Consultants (PMC)

1.1.3 The MAHAPREIT intends to develop various projects identified by MAHAPREIT (the "Project") in Water supply, Drainage, Recycle and Reuse of Water, Storm Water, Environmental Engineering Projects, Drainage, TTP schemes, Solid waste Management, River Cleaning ETC.

1.2 Request for Proposal

1.2.1 In pursuance of the above, the MAHAPREIT has decided to carry out the process for selection of the Consultants for conducting pre-feasibility report, detailed surveys, preparing Detailed Project Report, assistance for Approvals, Bid process management for selection of the execution Consultant and also provide project management services after selection of the Consultant.

1.2.2 The MAHAPREIT invites Proposals (the "**Proposals**") for the empanelment of consultant (the "**Consultant**") who shall provide services to the MAHAPREIT as per the scope of services mentioned in the Requests for Proposal ("**RFP**") in Schedule I (collectively the "**Consultancy**").

1.2.3 The MAHAPREIT intends to empanel the Consultants through an open competitive bidding through an offline basis in accordance with the procedure set out herein.

1.2.4 Scope of Work-

1. Planning
Carrying out Reconnaissance Surveys and preparation of Feasibility Report demand assessment, identify water source Topographic survey, population forecast, drainage planning.
2. Investigation
Water quality testing, source yield, soil investigation Soil investigation, flow estimation, outfall identification.,
3. Design
Design intake, WTP, pumping stations, reservoirs, transmission and distribution Design sewer network, manholes, pumping stations, STP, stormwater drains.
4. Approval
Obtain technical, environmental, and statutory approvals Obtain technical, environmental, and statutory approvals.

5. Tendering
Prepare BOQ, tender documents, contractor selection Prepare BOQ, tender documents, contractor selection.
6. Site
Preparation Site clearance, setting out, utility shifting Site clearance, setting out, utility shifting.
7. Civil
Works Intake well, WTP structures, pump houses, ESR/OHSR, sump Excavation, manholes, pumping stations, STP structures.
8. Pipeline
Works Trenching, bedding, pipe laying, jointing, thrust blocks Trenching, sewer laying, manhole construction, backfilling.
9. Mechanical & Electrical Works
Pumps, motors, valves, transformers, control panels, SCADA Pumps, screens, blowers, electrical systems, instrumentation.
10. Quality
Control Material inspection, concrete testing, welding/joint testing Pipe testing, concrete testing, manhole inspection.
11. Testing
Hydrostatic pressure test, flushing, disinfection Air/water tightness test, leakage test, flow test.
12. Restoration
Road restoration, site cleaning, landscaping Road restoration, site cleaning, landscaping.
Commissioning Trial run, water quality testing, commissioning Trial run, STP performance testing, Commissioning.
13. Handover
As-built drawings, O&M manuals, training, final handover

1.3 Due diligence by consultants

Consultants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the MAHAPREIT and sending written queries to the MAHAPREIT, and attending a Pre-Bid Meeting on the date and time specified in Clause 1.5.

1.4 Tendering Registration and Issue of RFP Document

- I. Cost of RFP document is Rs. 50,000/- (Rupees Fifty Thousand Only) + GST and the RFP document is available at (<https://mahapreit.in>) for purchasing the RFP document is as follows.
 - a. The Consultant can download the RFP document from the website (<https://mahapreit.in>)
 - b. While submitting the Bid through the offline system, the Consultant shall pay the cost of the RFP document to bank account of MAHAPREIT by RTGS/NEFT

Bank Details:-

<u>Bank Name</u>	<u>State Bank Of India</u>
<u>Account Name</u>	<u>MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT).</u>
<u>Account Number</u>	<u>42806014198</u>
<u>IFSC Code</u>	<u>SBIN0009995</u>
<u>Branch</u>	<u>Balard Estate, Fort Mumbai, 400001</u>

1.5 Validity of the Proposals

The Proposal shall be valid for a period of not less than 120 (one hundred twenty) days from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

The MAHAPREIT has adopted a single stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising eligibility & technical bids to be submitted through offline system. The technical and financial capability evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a panel of top five short-listed Consultants shall be prepared and selected, **but it can be increased whenever necessary.**

1.7 Schedule of Selection Process

The MAHAPREIT would endeavor to adhere to the following schedule:

Event Description	Date
Document Download start Date	From 14/08/2026 10.00 Hrs
Document Download end Date	Up to 31/08/2026 at 17.00 Hrs
Pre-Bid Meeting Date	At 20/08/2026 15.00 Hrs
Bid submission start Date	From 14/08/2026 10.00 Hrs
Bid submission Closing Date	02/09/2026 at 17.00 Hrs
Bid Opening Date	03/09/2026 at 15.00 Hrs
Signing of Agreement	Within 45 days of Letter of Empanelment
Validity of Applications	120 (one hundred twenty) from the date of submission of Bid

1.8 Pre-Bid Meeting

The date, time and venue of Pre-Bid Meeting shall be: Date: 20/08/2026 AT 15:00 hrs
Pre-Bid Meeting is open to all prospective Consultants and will be held as per the detailed RFP schedule in the office of the Office of MAHAPREIT, Pinnacle Corporate Park B-501, Next to Trade Center, Bandra Kurla Complex, Bandra East, Mumbai 400051 Where in the prospective Consultants will have opportunity to obtain clarifications regarding the work and the RFP conditions

The prospective Consultants are free to ask for any additional information or clarification either in writing or orally and the reply to the same will be given in writing and this clarification referred to as common set of conditions, shall also be common and applicable to all Consultants. The minutes of this meeting along with the letters of consultants. will form the part and parcel of the RFP documents. Bidder need to submit offline signed copy of pre bid minutes in a technical bid.

1.8.1 Condition:-

1.8.1.1 MAHAPREIT will make list of empanelment of top five qualified PMC consultants for appointment as PMC /for upcoming works, projects, but it can be increased whenever necessary.

1.8.1.2 MAHAPREIT has reserved rights to appoint any work-related PMC consultant for any work directly from list of empanelled consultants OR May Call tender/Quotation for appointment of consultant for any work among empanelled consultants.

1.8.1.3 Any Conditional Proposal will be rejected/ disqualified.

1.8.1.4 Empanelment shall be valid for 5 years, but it can be extended with mutual understanding.

1.8.1.5 The MAHAPREIT reserves the right to remove the empaneled Consultant if it is not satisfied with quality of work carried out by the Consultant after written communication to the Consultant.

1.9 **Communications**

- 1.9.1 All communications including the submission of Proposal should be addressed to:

Managing Director,
MAHAPREIT
Pinnacle Corporate Park B-
501, Next to Trade Center,
Bandra Kurla Complex,
Bandra East, Mumbai 400051
Email: To admin@mahapreit.in, cgm.ws@mahapreit.in
Phone No. +91 8888422220 /+91 8007559893

- 1.9.2 The **Official Website** of the MAHAPREIT is (<https://mahapreit.in>)

- 1.9.3 All communications, including the envelopes, should contain the information, to be marked at the top in bold letters :

2. Instructions to Consultants

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy firm are specified in this RFP. In case a consultant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process in response to this invitation. The term Consultant (the "**Consultant**") means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Consultants are advised that the selection of consultant shall be on the basis of an evaluation by the MAHAPREIT through the Selection Process specified in this RFP. Consultants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the MAHAPREIT's decisions are without any right of appeal whatsoever.

2.1.3 The Consultant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal with all supporting details /proof shall be submitted in the form at Appendix-I (From 1 to 11) and shall be submitted offline through the offline system only, Upon selection, the Consultant shall be required to enter into an agreement with the MAHAPREIT.

2.2 Conditions of Eligibility of Consultants

2.2.1 Eligible Consultants:

The Consultant shall be a sole entity incorporated under the Indian Companies Act 1956/2013 or the Consultant should be a proprietary firm / LLP and should submit registration under the governing legislation. The Consultant must have a valid Goods & Service Tax registration in India if applicable. The Consultant shall be required to submit copy of its Registration Certificate, PAN and Goods & Service Tax registration (GST) along with the Proposal.

For the purposes of determining conditions of eligibility and for evaluating the Applications under this invitation of RFP, the Consultant shall have experience / expertise as per the following:

- i) Consultant should be registered or approved with UDD, Water Supply & Sanitation Department GoM, Maharashtra Jeevan Pradhikaran/ Semi Govt. Organization related with Water Supply, Sanitation, Environmental Engineering Works.
- ii) The agency must have average annual turnover of at least Rs. 10 Cr. for the last 3 financial years.
- iii) The bidder should have positive Net worth during the last financial year 2025-26 with CA certificate.
- iv) Experience in Professional Consultancy services as an Individual consultant/ firm in PMC Work of govt. projects, SOP, etc with central/ State/ Govt. Departments for minimum 3

assignments in the last 5 financial years in related with Water Supply, Drainage, Environmental Engineering Field.

- v) The bidder/ individual lead consultant should not be blacklisted by any Central/ state/ Public / Water Supply & Sanitation Department/ Semi Government and local Self Government sector undertaking in India.
- vi) Individual lead consultant as Retired Executive Engineer & above level from Water Supply and Sanitation Department, Maharashtra Jeevan Pradhikaran and other Semi government organization of water supply and sanitation department, Environmental Engineering Dept. is exempted from financial and experience criteria.
- vii) Experience of successful work as PMC for Water supply, Drainage, Recycle and Reuse of Water, Storm Water, Environmental Engineering Projects, Drainage, TTP schemes, Solid waste Management, River Cleaning ETC.
- viii) Experience as PMC of projects which have been approved under JNNURM/ AMRUT/Nagarotthan/JJM or any similar Central/State Government scheme.
- ix) **Experience in Water supply, Drainage, Recycle and Reuse of Water, Storm Water, Drainage, TTP schemes, Solid waste Management, River Cleaning, Environmental Engineering Projects shall be submitted separately in prescribed format in Technoical Proposal : APPENDIX-I-FORM- 2A & APPENDIX-I-FORM- 2B.**
- x) *Similar projects shall mean providing consultancy services in Drinking water / sewerage/ storm water projects/ Hydraulic modeling projects sector in India for any Government / Semi Government / Local bodies.
- xi) The Consultant should not be debarred / Blacklisted following the guidelines issued by the any court of law. The Consultants should submit an undertaking in this regard.

2.2.2 Consultants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Consultants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.3 Details of the marking system:-

- a) To be eligible for evaluation of its Proposal, the Consultant shall fulfil the technical and financial criteria. The total marks for Technical Capacity is 80 marks and for Financial Capacity is 20 marks.

The Consultant shall obtain the following to be eligible for empanelment. The details of the marking system are provided below:

S. No.	Particulars	Marks
I	Financial Criteria	20
II	Firm's Relevant Experience	50
III	Qualification and Experience of Technical Personnel	10
IV	Understanding of approach and methodology	10
V	Office Set-up and availability of CLS subscriptions of software like Water GEMS / Sewer GEMS / AutoCAD Surveying Equipment / GIS Software etc.	10
	Total	100

b) Financially and Technically Eligible Consultant must give Power Point Presentation (PPT) in front of MAHAPREIT Officials before evaluation.

Date of presentation will be communicated to eligible consultant by separate letters/ Mail.

c) Only those Consultants who got **65 and above marks out of 100** shall qualify for empanelment. However top five scorer consultants shall be selected for empanelment. If consultant in score same marks, then the consultant who score maximum marks in Experience of consultant will be treated as on top among those consultants. If again they got same marks the financial marks obtain will be considered as Top among these consultants. However if MAHAPREIT in future requires services of such extra qualified consultants then MAHAPREIT competent authority reserves the right to add qualified consultants in the list of empanelment.

d) Work will be allotted to any empaneled consultants considering more experience in relevant sector only. & experience of key personnels available with them.

e) Availability of Key Personnel: The Consultant shall offer and make available all Key Personnel meeting the requirements as specified by MAHAPREIT after awarding the tender.

f) MAHAPREIT reserves the right to call Tender Notice or Quotation among empanelled consultants, if required.

2.2.4 The Consultant shall enclose with its Proposal, certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Consultant, stating its total turnover from business.

2.2.5 The Consultant should submit a Power of Attorney as per the format at Form-3 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Consultant, in case the Consultant is a partnership firm or limited liability partnership.

2.2.6 While submitting a Proposal, the Consultant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Consultants may format the specified forms making due provision for in MAHAPREIT of the requested information.

2.3 Conflict of Interest

2.3.1 Consultants not to benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to **Clause SC 6** hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to **Clause SC 3.2.2** hereof, the Consultants 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 Consultants shall use their best efforts to ensure that any sub-consultants, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

2.3.2 Procurement Rules

If the Consultants, as part of the Services, have the responsibility of advising the MAHAPREIT on the procurement of goods, works or services, the Consultants shall at all times exercise such responsibility in the best interest of the 'MAHAPREIT'. Any discounts obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the 'MAHAPREIT'.

2.3.3 Consultants and Affiliates not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any other sub-consultant and any entity affiliated with such sub-consultant, shall be disqualified from providing goods, works or services for any project resulting from or closely related to the Services under this Contract to any Consultant/concessionaire.

2.3.4 Prohibition of Conflicting Activities

Neither the consultants nor their sub-consultants nor the personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activity in the Governments' country which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this contract, such other activities as may be specified in the SC.

2.4 Number of Proposals

No Consultant or its Associate shall submit more than one Application for the Consultancy. A Consultant applying individually or as an Associate shall not be entitled to submit another application individually.

2.5 **Cost of Proposal Preparation**

The Consultants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the MAHAPREIT, etc. The MAHAPREIT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 **Acknowledgement by Consultant**

2.6.1 It shall be deemed that by submitting the Proposal, the Consultant has:

- a) made a complete and careful examination of the RFP along with applicable Financial Rates Appendix II
- b) received all relevant information requested from the MAHAPREIT;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the MAHAPREIT;
- d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The MAHAPREIT shall not be liable for any omission, mistake or error on the part of the Consultant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the MAHAPREIT

2.7 **Right to reject any or all Proposals**

2.7.1 Notwithstanding anything contained in this RFP, the MAHAPREIT reserves the right to accept or reject any Proposal and to revoke, cancel, annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2 Without prejudice to the generality of Clause 2.7.1, the MAHAPREIT reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered,
- or
- b) The Consultant does not provide, within the time specified by the MAHAPREIT, the supplemental information sought by the MAHAPREIT for evaluation of the Proposal.

Misrepresentation/ improper response by the Consultant may lead to the disqualification of the Consultant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Consultant gets disqualified /rejected, then the MAHAPREIT reserves the right to consider the next best Consultant in merit, or Take any other measure as may be deemed fit in the sole discretion of the MAHAPREIT, including annulment of the Selection Process.

B. DOCUMENTS

2.8 Contents of the RFP

- 2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.10:

Terms of Reference

1. Details of Proposal
2. Instructions to Consultants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Bid Meeting
6. Miscellaneous

Schedules

1. Terms of Reference

Appendices

Appendix-I: Technical Proposal

Form 1 : Letter of Proposal

Form 2 : Particulars of the Consultant

Form 3 : Power of Attorney

Form 4 : Financial Capacity of Consultant

Form 5 : Particulars of Key Personnel

Form 6 : Proposed Methodology and Work Plan

Form 7 : CV of Key Personnel

Form 8 ; Declaration and Undertaking on Black listing

Form 9 – Preference

Form 10- List of Equipment's

FORM- 11-Information

Regarding Experience of work.

2.9 Clarifications

- 2.9.1 Consultants requiring any clarification on the RFP may send their queries to the MAHAPREIT in writing on or before date of Prebid meeting. The envelopes shall clearly bear the following identification:

Queries/Request for Additional Information concerning RFP for "**Empanelment of Project Management Consultants (PMC)**" RFP

The queries can be sent via post at the address given at clause 1.8 and 1.9. The MAHAPREIT will post the reply to all such queries on the <https://mahapreit.in>

2.9.2 The MAHAPREIT reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the MAHAPREIT to respond to any question or to provide any clarification.

2.10 **Amendment of RFP**

2.10.1 At any time prior to the deadline for submission of Proposal, the MAHAPREIT may, for any reason, whether at its own initiative or in response to clarifications requested by any Consultant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on <https://mahapreit.in>

2.10.2 The amendments will also be posted on <https://mahapreit.in> along with the revised RFP containing the amendments and will be binding on all Consultants.

2.10.3 In order to afford the Consultants a reasonable time for taking an amendment into account, or for any other reason, the MAHAPREIT may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 **Language**

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents are in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 **Format and signing of Proposal**

2.12.1 The Consultant shall provide all the information sought under this RFP. The MAHAPREIT would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.12.2 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Consultant who shall initial each page. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "**Authorised Representative**") as detailed below:

- a) By the proprietor, in case of a proprietary firm; or
 - b) By a partner, in case of a partnership firm and/or a limited liability partnership; or
 - c) By a duly authorised person holding the Power of Attorney, in case of a Limited Company;
- A copy of the Power of Attorney certified under the hands of a partner or director of the Consultant in the form specified in Appendix-I (Form-3), shall accompany the Proposal.

2.12.3 Consultants should note the Proposal Due Date, as specified in Clause 1.7, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the MAHAPREIT, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.16.1. Consultants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the MAHAPREIT reserves the right to call additional documents & seek clarifications.

2.13 **Technical Proposal**

2.13.1 Consultants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

2.13.2 While submitting the Technical Proposal, the Consultant shall, in particular, ensure that:

- a) The Earnest Money Deposit slip is provided;
- b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- d) Key Personnel have been proposed only if they meet the Conditions as laid down at Clause 2.1.4 of the RFP;
- e) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- f) The CVs have been recently signed by the respective Personnel / by authorized personnel / by the Consultant.
- g) Professional Personnel proposed have good working knowledge of English language;
- h) Key Personnel would be available for the period indicated in the RFP;
- i) No Key Personnel should have attained the age of 75 (seventy-five) years at the time of submitting the proposal; and
- j) The proposal is responsive in terms of Clause 2.19
- k) Declaration and undertaking of blacklisting
- l) The Consultant shall be required to submit copy of its Registration Certificate, PAN and Goods & Service Tax registration (GST) along with the Proposal.
- m) Consulting firm's registration certificate.

2.13.3 Failure to comply with the requirements spelt out in this Clause 2.13.2 shall make the Proposal liable to be rejected.

- 2.13.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the MAHAPREIT for a period of 5 (five) years. The award of this Consultancy to the Consultant may also be liable to cancellation in such an event.
- 2.13.5 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-7 of Appendix-I.
- 2.13.6 The MAHAPREIT reserves the right to verify all statements, information and documents, submitted by the Consultant in response to the RFP. Any such verification or the lack of such verification by the MAHAPREIT to undertake such verification shall not relieve the Consultant of its obligations or liabilities hereunder nor will it affect any rights of the MAHAPREIT there under.
- 2.13.7 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Consultant or the Consultant has made material misrepresentation or has given any materially incorrect or false information, the Consultant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Consultant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the MAHAPREIT without the MAHAPREIT being liable in any manner whatsoever to the Consultant or Sub-Consultant, as the case may be.
- In such an event, the MAHAPREIT shall forfeit and appropriate the Earnest Money deposit or security Deposit as the case may be as mutually agreed pre-estimated compensation and damages payable to the MAHAPREIT for, *inter alia*, time, cost and effort of the MAHAPREIT, without prejudice to any other right or remedy that may be available to the MAHAPREIT.

2.14 **Submission of Proposal**

- 2.14.1 (A) The bid should be submitted through offline system only.

2.14.2 Technical Proposal

- 2.14.3 Technical Proposal shall be submitted by offline the required documents as demanded in the RFP Document. Earnest Money Deposit should be done by the Fixed Deposit Receipt/RTGS/NEFT Mode on the bank account of MAHAPREIT. Receipt of the same should be incorporated in the Hard Copy
- 2.14.4 The Technical Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Consultant. All pages of the original Technical Proposal must be numbered and initiated by the person or persons signing the Proposal.
- 2.14.5 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.14.6 The following documents are to be submitted
- i. Past Experience in similar assignments along with experience certificates/ copies of work order / mandate letter, etc. received from the Client signed by the officer not below the rank of Executive Engineer signed by EE/SE or equivalent officer and in case of Municipal Council signed by Chief Officer
 - ii. Experience of working with Urban Local bodies, government Consultants.
 - iii. Approach paper on methodology and work plan for performing the assignment.
 - iv. Composition of the team and Curriculum vitae of proposed professional staff.
 - v. Copies of Balance sheets for the last three years showing annual turnover.

2.15 Proposal Due Date

- 2.15.1 Proposal should be submitted at or before the Proposal Due Date specified at Clause 1.7 throughs offline system in the manner and form as detailed in this RFP.
- 2.15.2 The MAHAPREIT may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Consultants.

2.16 Modification/ substitution/ withdrawal of Proposals

- 2.16.1 No Proposal shall be modified, substituted, or withdrawn by the Consultant on or after the Proposal Due Date

2.17 Earnest Money Deposit

- 2.17.1 The Consultant shall furnish as part of its Proposal, a Earnest Money Deposit of Rs. 2,00,000 (Two Lakh only) through the the Fixed Deposit Receipt/RTGS/NEFT on the bank account of MAHAPREIT, bank details mentioned in clause 1.4. EMD shall be returnable not later than 30 (thirty) days from PDD except in case of the top in merit five Consultants.

In the event that the shortlisted Consultants commences the assignment as required in RFP, the other Consultants, shall be returned its Earnest Money Deposit forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Consultant's Earnest Money Deposit shall be returned, upon the Consultant signing the Agreement or may be converted to Security Deposit.

Bank Details:-

<u>Bank Name</u>	<u>State Bank of India</u>
<u>Account Name</u>	<u>MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT).</u>
<u>Account Number</u>	<u>42806014198</u>
<u>IFSC Code</u>	<u>SBIN0009995</u>
<u>Branch</u>	<u>Balard Estate, Fort Mumbai, 400001</u>

- 2.17.2 Any Bid not accompanied by the Earnest Money Deposit shall be rejected by the MAHAPREIT as non- responsive.
- 2.17.3 The MAHAPREIT shall not be liable to pay any interest on the Earnest Money Deposit and the same shall be interest free.
- 2.17.4 The Consultant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the MAHAPREIT's any other right or remedy hereunder or in law or otherwise, the Earnest Money Deposit shall be forfeited and appropriated by the MAHAPREIT as the mutually agreed pre-estimated compensation and damage payable to the MAHAPREIT for, inter alia, the time, cost and effort of the MAHAPREIT in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If an Consultant submits a non-responsive conditional Proposal;
 - b) If an Consultant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
 - c) If an Consultant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Consultant from time to time;
 - d) In the case of the Selected Consultant, if the Consultant fails to reconfirm its commitments during negotiations
 - e) In the case of a Selected Consultant, if the Consultant fails to sign the Agreement or commence the assignment as specified in Clauses 2.24 and 2.25 respectively; or
 - f) If the Consultant is found to have a Conflict of Interest as specified in Clause 2.3

D. EVALUATION PROCESS

- 2.18 **Evaluation of Proposals**
- 2.18.1 The MAHAPREIT shall open the Proposals on the date and time specified in Clause 1.7 and in the presence of the Consultants who choose to attend.
- 2.18.2 Prior to evaluation of Proposals, the MAHAPREIT will determine whether each Proposal is responsive to the requirements of the RFP. The MAHAPREIT may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) the Proposal is received in the form specified at Appendix-I;
 - b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15;
 - c) It is accompanied by the Earnest Money Deposit as specified in Clause 2.17.1.
 - d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - e) it contains all the information (complete in all respects) as requested in the RFP;
 - f) it does not contain any condition or qualification; and
 - g) it is not non-responsive in terms hereof.
- 2.18.3 The MAHAPREIT reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the MAHAPREIT in respect of such Proposals.
- 2.18.4 The MAHAPREIT shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.18.5 After the technical evaluation, the MAHAPREIT shall prepare a list of pre-qualified and shortlisted Consultants (top five) for empanelment. The MAHAPREIT will not entertain any query or clarification from Consultants who fail to qualify at any stage of the Selection Process.
- 2.18.6 Consultants are advised that Selection will be entirely at the discretion of the MAHAPREIT. Consultants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- 2.18.7 Any information contained in the Proposal shall not in any way be construed as binding on the MAHAPREIT, its agents, successors or assigns, but shall be binding against the Consultant if the Consultancy is subsequently awarded to it.
- 2.19 **Confidentiality**
Information relating to the examination, clarification, evaluation, and recommendation for the selection of Consultants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the MAHAPREIT in relation to matters arising out of, or concerning the Selection Process. The MAHAPREIT will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The MAHAPREIT may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the MAHAPREIT.
- 2.20 **Clarifications**
- 2.20.1 To facilitate evaluation of Proposals, the MAHAPREIT may, at its sole discretion, seek clarifications from any Consultant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the MAHAPREIT for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.20.2 If a Consultant does not provide clarifications sought under Clause 2.20.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the MAHAPREIT may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Consultant shall be barred from subsequently questioning such interpretation of the MAHAPREIT.

E. APPOINTMENT OF CONSULTANT

2.21 Substitution of Key Personnel

2.21.1 Except as the MAHAPREIT may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason, beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement another person of equivalent or better qualifications.

2.21.2 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 consultants shall at the 'MAHAPREIT's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the 'MAHAPREIT'.

2.22 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the MAHAPREIT for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.23 Award of Empanelment / Consultancy

After selection, a Letter of Award / Empanelment (the "**LOA**") shall be issued, in duplicate, by the MAHAPREIT to the Selected Consultants and the Selected Consultants shall, within 10 (ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Consultant is not received by the stipulated date, the MAHAPREIT may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Consultant as mutually agreed genuine pre-estimated loss and damage suffered by the MAHAPREIT on account of failure of the Selected Consultant to acknowledge the LOA, and the next highest ranking Consultant in merit may be considered.

2.24 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Consultant, it shall execute the Primary Agreement with Regional MAHAPREIT within the period prescribed in Clause 1.7. The Successful Consultant on the date of signing of the Consultancy Agreement shall: Furnish the Initial Performance Security deposit equal to the following amounts by way of Fixed Deposit Receipt (FDR)/Bank Guarantee (BG) issued by a nationalized / scheduled bank for initial minimum period of 60 months (time limit) and shall be extended suitably if the work is not completed within the time limit, in favour of MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT); The performance security shall be released on the completion of the milestones of 5 years

1. A Primary agreement and work order has to be executed between the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT); MAHAPREIT and the Consultant , After submission of Performance Security deposit, **amounting to Rs. 2,00,000/- (Two Lakh Rupees Only)**.

Performance Security Deposit shall be paid through the Fixed Deposit Receipt/RTGS/NEFT on the bank account of MAHAPREIT, as per bank details mentioned in clause 1.4.

2. DPR/SCHEME Wise separate Secondary agreement and work order has to be executed between the, MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) and the Consultant, after submission Security deposit in following manner.

Total Security deposit for execution of PMC work shall be 5% of the PMC cost of that work.

These Security Deposit will be recovered in two parts as below

- A) **Initial Security Deposit.** - After receipt of letter of Intent from the MAHAPREIT, the consultant has to pay **1% of PMC Charges as initial security deposit** in the form of Fixed Deposit Receipt in the name of MAHAPREIT.

Initial Security Deposit shall be paid through the Fixed Deposit Receipt/RTGS/NEFT on the bank account of MAHAPREIT, as per bank details mentioned in clause 1.4.

Initial Security Deposit will be initially for minimum period of 36 months (time limit) and shall be extended suitably if the work is not completed within the time limit.

- B) **Deductions through R.A. Bills.**

4% amount will be recovered through each running bill of PMC Charges. Bill to the extent that total required security deposit is to be recovered. The amount received through initial security deposit will be adjusted in this 5% amount of security deposit.

- C) **Release of Security Deposit**

Total security deposit amount which shall be released on the completion of the milestones of that particular task assigned which shall be mentioned in the agreement and the Consultant shall have the right to request the MAHAPREIT to rollover/convert the said security deposit payable for other task or milestone.

1. STAMP DUTY

The Consultant shall bear the revenue stamp duty on total security deposit of the agreement in Primary and secondary stages (payable as per RFP condition), as per the Indian Stamp Duty (1985) (latest revision) provision applicable during contract period with MAHAPREIT.

A Project/SCHEME Wise separate agreements and work order has to be executed

between the MAHAPREIT and the Consultant for preparation of DPRs of indivisible projects as per the Government Guide line, accordingly MAHAPREIT shall issue separate letter for entrustment of task / work be issued to the Consultant specifying the time and scope of assignment as per the terms and conditions mentioned in the agreement.

2.25 Commencement of assignment

The Consultant shall commence the Services at the Project site within 10 (ten) days of the date of issue of work order, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.24 or commence the assignment as specified herein, the MAHAPREIT may invite other short listed consultant as per roster system and as decided by competent authority of MAHAPREIT for award of work.

2.26 Proprietary data

Subject to the provisions of Clause 2.19, all documents and other information provided by the MAHAPREIT or submitted by a Consultant to the MAHAPREIT shall remain or become the property of the MAHAPREIT. Consultants and the Consultant, as the case may be, are to treat all information as strictly confidential. The MAHAPREIT will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the MAHAPREIT in soft and hard copy in relation to the Consultancy shall be the property of the MAHAPREIT.

3 CRITERIA FOR EVALUATION

3.1 Evaluation of Proposals

3.1.1 The Proposal will be evaluated on the basis of Consultant's experience, its understanding of RFP, proposed methodology and Work Plan, and the experience of Key Personnel. **Only top five Consultants shall qualify for empanelment, whose Proposals get a score more than 65 marks out of 100. However, MAHAPREIT reserves right to increase list of Empanelment of Consultants having more than 65 percent marks, whenever necessary.**

3.1.2 The scoring criteria to be used for evaluation shall be as mentioned in clause 2.2.3.

3.1.3 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments, would be considered for evaluation only if they have been carried out after **January 2008**.

Financially and Technically Eligible Consultant must give Power Point Presentation (PPT) in front of MAHAPREIT Officials before evaluation.

Date of presentation will be communicated to eligible consultant by separate letters/ Mail.

A. PMC Charges to Consultant

Fixed Payment/ Fees shall be paid to consultant as per Project cost are given below.

Project Cost (₹ Crore)	Consultancy Fee (%)
0-2	3.50%
2-5	3.20%
5-25	3.00%
26 – 50	2.40%
51 – 80	2.00%
81 – 100	1.80%
101 – 150	1.50%
151 – 200	1.40%
201 – 250	1.30%
251 – 300	1.20%
301 – 350	1.10%
351 – 400	1.00%
401 – 450	1.00%
451 – 500	0.95%
501 – 600	0.90%
601 – 700	0.85%
701 – 800	0.80%
801 – 900	0.78%
901 – 1000	0.75%
1050 Crore & Above	0.73%

- Above Rates are inclusive of applicable GST taxes/ service taxes etc.
- Above Payment/ Fees includes all services, responsibilities, work regarding Project Mangement Consultancy work.
- No extra fees/ charges are admissible at any cost.
- Consultant could not submit conditional Request for Proposal (RFP) regarding payment/ fees for PMC work.
- Conditional Proposal differing above fee structure shall be treated as disqualified.

B. Payment Breakup for fees:-

Breakup of payment to consultant for PMC work shall be as follows.

Milestone	Payment (%)
After Administrative Sanction to DPR by Competent Authority/ Department.	15%
After Tender processing & Appointment of Contractor	10%
During Supervision & Monitoring of Work	50% (to be paid through RA bills as per payment to main work Contractor)
Operation & Maintenance (O&M) – 1 Year	10% (to be released as 2.5% at the end of each quarter over four quarters)
After Successful Completion and Handover of Project	15%

4 FRAUD AND CORRUPT PRACTICES

- 4.1** The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the MAHAPREIT shall reject a Proposal without be ineligible in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the MAHAPREIT shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit or Performance Security, security deposit as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the MAHAPREIT for, inter alia, time, cost and effort of the MAHAPREIT, in regard to the RFP, including consideration and evaluation of such Consultant's Proposal.
- 4.2** Without prejudice to the rights of the MAHAPREIT under Clause 4.1 herein above and the rights and remedies which the MAHAPREIT may have under the LOA or the Agreement, if an Consultant or Consultant, as the case may be, is found by the MAHAPREIT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Consultant or Consultant shall not be eligible to participate in any tender or RFP issued by the MAHAPREIT during a period of 2 (two) years from the date such Consultant or Consultant, as the case may be, is found by the MAHAPREIT to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3** For the purposes of this Section, the following terms shall have the meaning herein after respectively assigned to them:
- a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the MAHAPREIT who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the MAHAPREIT, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the MAHAPREIT in relation to any matter concerning the Project;

- b) **"Fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the MAHAPREIT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5 MISCELLANEOUS

- 5.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2** The MAHAPREIT, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) Consult with any Consultant in order to receive clarification or further information;
 - c) Retain any information and/or evidence submitted to the MAHAPREIT by, on behalf of and/or in relation to any Consultant; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Consultant.
- 5.3** It shall be deemed that by submitting the Proposal, the Consultant agrees and releases the MAHAPREIT, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4** All documents and other information supplied by the MAHAPREIT or submitted by an Consultant shall remain or become, as the case may be, the property of the MAHAPREIT. The MAHAPREIT will not return any submissions made hereunder. Consultants are required to treat all such documents and information as strictly confidential.
- 5.5** The MAHAPREIT reserves the right to make inquiries with any of the clients listed by the Consultants in their previous experience record.

SCHEDULE-I- REQUEST FOR PROPOSAL AND PAYMENT SCHEDULE

C. REQUEST FOR PROPOSAL

1. Objectives of the Assignment :

The following points highlight the key objectives of the assignment:

- I. Assure quality of work
- II. Timely completion of project within Budgeted cost
- III. To support the Water supply, Drainage and Sanitation Mission in execution of Water supply, Drainage and Underground Drainage, TTP Scheme
- IV. To prepare the Detailed Project Report (DPR) of in water supply, Drainage and underground drainage, TTP scheme as per relived Government Guide line supplied by department
- V. To monitor the Physical and financial progress of work

The scope of work of the project shall be as follows:

1. Carrying out Reconnaissance Surveys and preparation of Feasibility Report(PFR)

- a. Carrying out Reconnaissance Surveys
- b. Secondary Data collection, field verification and documentation. Preliminary Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs excluding revenue survey and data.
- c. Consulting agency has to visit the Town/villages for study of existing structures and facilities which are useful to decide if new facilities will be required along with engineers. All relevant and useful data shall be obtained by consultant. Existing water supply, Drainage systems and assets should be properly assessed with joint field survey and learning from survey and existing infrastructure should be taken into account while designing of the scheme along with life cycle and serviceability of proposed infrastructure.
- d. Establish relevant local authority/counterpart's particular requirements related to the project.
- e. Situation analysis, assessment and establishing the existing conditions. i.e. reference line
- f. Establish project bottlenecks i.e. (risks and challenges), constraints and mitigation measures.
- g. Develop detailed assignment methodology and work plan.
- h. Develop conceptual design criteria and performance standards.
- i. Define overall project requirements and shape proposed project interventions.
- j. Formulate alternative engineering solutions for the project.
- k. Screening of the formulated alternative engineering solutions.
- l. Develop conceptual engineering designs for the "passed-screening" alternative engineering solutions including conceptual cost estimates.
- m. Define systems (i.e. alternative engineering / financial solutions) evaluation criteria.
- n. Establish the technical, financial, economic, financial and environmental feasibility of the "passed screening" alternative engineering solutions.
- o. Establish final overall virtual (accounting for all technical, economic, environmental etc. quantified costs) conceptual cost estimates.
- p. Evaluation of alternatives.

- q. Select optimum engineering project concept.
- r. Finalize the final conceptual project cost estimate.
- s. Liaise with relevant counter parts/local authorities and act on behalf of the MAHAPREIT in all required aspects including issue of formal letters, obtaining approvals and so forth.
- t. Prepare Assignment Feasibility Report.

2. Carrying out detailed survey, preparing proposal for getting requisite permissions from various concern authority including preparation of Detailed Project Reports (DPR) of the projects and assisting MAHAPREIT for getting approvals from appraisal Consultant

- a. Consulting agency shall engage teams of civil engineers having experience of surveying and levelling of the whole area using latest instruments like, total stations, automatic levels, digital theodolites, digital distance measuring instruments and GIS mapping system etc.
- b. Secondary Data collection, field verification and records documentation.
- c. Preliminary Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs.
- d. Preparation of Detailed Project Report (DPR) as per the prescribed guidelines of Maharashtra State/ Central government Programme as well as MAHAPREIT

1. Preparation of base map:

As per Government guide line the base map of the City/Town/village shall have to be prepared by Total Station Survey instrument showing electric pole and other details. , all the existing services viz. water supply, Drainage pipeline network, details of water supply, Drainage source head works, water treatment plant, existing drainage network, other utilities etc. Other details Viz. River, Nallah, Canal, etc. passing through the village, nearby Village or in surroundings area should be shown on map.

2. Hydraulic design of W.S. Scheme:

Detail hydraulic designs of W.S. Pipelines (pumping mains or gravity mains & branches) serving the villages and habitations with ascertained demands at different locations/nodes shall be prepared using standard software's as per norms of MAHAPREIT as well as guidelines of CPHEO Manual (latest)

3. Preparation of Detailed Project reports (DPR):

The Consultant shall prepare the Detailed Project Report as per the Maharashtra State/ Central government Programme as well as MAHAPREIT. Report must contain overall project details, necessity of project, source of water supply, Drainage, existing water supply infrastructure, proposed water supply component with all necessary **Civil, Mechanical Electrical Automation SCAD engineering and component wise description, population forecast, cost per capita, necessary drawings etc.**

The consultant should be meticulous on socio-economic as well as geo-hydrological conditions of the villages. The Detailed Project Report (DPR) must ensure equal facility coverage as well as equal water supply pressure for

all people of the village. The consultant should make all possible efforts to prevent over-designing of the scheme and at the same time, the design must satisfy must emerging drinking water needs of the people.

- e. Preparing Proposal & assisting MAHAPREIT in getting Approval from various Government Bodies like Road/ Railway and Forest etc. All statutory fees required to be paid to different authorities for obtaining various approvals to the projects shall be paid directly to the concern body by MAHAPREIT.

3. Providing services for preparation of Tender Documents and Bid Process Management including preparing proposal for getting requisite permissions from various concern authority

- a. Consultant shall prepare the bid document for the works which are to be invited during the project phase as per standard Format given by MAHAPREIT and instruction of concerned officer and submit to the appropriate level.
- b. Preparation of bid documents including but not limited to the Request for Proposal and the Contract for Services and draft Agreements;
- c. Preparation of supporting information to assist Consultants in preparation of their bid, and where relevant creation of a data base and management of access to the data base;
- d. Assist the employer in evaluating and pre-qualifying contractors and developing the short-list of qualified contractors.
- e. Assist MAHAPREIT in developing Invitation to Bid (ITB) advertisements.
- f. Assist MAHAPREIT in developing Invitation to Bid (ITB) letter.
- g. Attend pre -bid site meeting/conference, respond to queries, issue bid addenda, clarify bid documents etc.
- h. Support to communication with the Bidders and interaction with the Bidders, including managing and responding to requests for clarification;
- i. The thorough evaluation of received bids both technically and financially
- j. Assistance in negotiation with one or more parties prior to contract award;
- k. Assist the employer in the issue of all correspondences including clarifications, letters of Intent (LoI), letters of appointment, notice to proceed (NTP), etc.
- l. Prepare all required evaluation, clarifications, addenda, etc reports.
- m. Management of other advisory inputs and overall management of the transaction team, to ensure a successful conclusion.
- f. Preparing Proposal & assisting MAHAPREIT in getting Approval from various Government Bodies like Road/ Railway and Forest etc. All statutory fees required to be paid to different authorities for obtaining various approvals to the projects shall be paid directly to the concern body by MAHAPREIT.

4. Functioning as Project Management Consultant & technical auditor of 'MAHAPREIT' for project execution.

A. Main aspects are as under.

- a. Review and recommend contractor's construction schedule.
- b. Review and recommend contractor's detailed designs, shop and erection drawings.
- c. Undertake project management and related procedures.
- d. Undertake progress control and related procedures.
- e. Review and recommend as-built drawings.
- f. Review, finalize and recommend O&M manuals.

- g. Assisting all day-to-day site support for inspection & supervision for physical demarcation on site as approved drawing
- h. Act on behalf of the employer on all projects related matters.
- i. Develop recommendations for measures prudent for action.
- j. Participate in any related negotiation proceedings and the like.
- k. Review/ revise and finalize all technical training material.
- l. Progress reporting. Weekly, Monthly and quarterly in prescribed formats.
- m. Manage Contractor's Work Substantial Completion - employer Provisional Handing Over.
- n. Day to day recording of sub work wise / item wise detailed measurements of ongoing works in measurement book
- o. Certification of contractors bills and Issue the Certificate of Substantial Completion and Provisional Handover Certificate.
- p. To scrutinize the bill submitted by the Contractor & forward the same with recommendations to MAHAPREIT in desired format (Monthly).
- q. Preparation of proposals for Extra Item Rate List (EIRL) / Class - 38 (i.e. Excess Quantity Proposal) etc. If any as per relevant rules.
- r. Prepare the Certificate of Final Completion and Final Handover Certificate for later use by the employer.
- s. Assisting in Project Closure / completion Report.

B. Detailed scope of Project Management Consultant & technical auditor
Management and Contract Supervision

- a) Liaison between the Client and the Contractor to ensure good communication among each other so that disputes do not arise and that any such disputes are settled reasonably and amicably and assist in any adjudication if any.
- b) Keep accurate records of all site activities and operations, measurement books, Level and survey books, including checks on setting out and completed work, Test data and laboratory reports plant and labour returns day work records, financial records, including interim statements plus supporting particulars and certificates administrative records, if necessary etc.
- c) Correspondence between client and contractor as well as between them and third parties.
- d) Ensure strict compliance of labour laws by the contract RFP Firm.
- e) Progress Reports based on M.S. Project software charts or computer base other program prepared by MAHAPREIT and drawings

f) Work's programming :

- 1. Ensure and agree with the (MAHAPREIT) on the overall implementation program.
- 2. Ensure and agree with the contractor at the start of the works on his detailed work program.
- 3. Monitor progress of the works and ensure that the contractor, as and when required, produces revised programs and schedules.
- 4. Ensure that the contractor allows for sufficient lead time for the provision of all materials, plant, equipment and labour to avoid hold ups or bottlenecks.
- 5. Timely devise, jointly with the contractor, a plan of action for detailed investigations

and testing of existing facilities, if any to be incorporated in the permanent works.

6. Prevent any hold ups due to factors beyond the control of the contractor, including such factors in the hands of the client like granting of access to all parts of the site, provision of certain facilities and storage areas, obtaining of rights of way and way leaves and any such other items which are the duty of or where assistance is to be given by the Client
7. Liaison between Client and permission authority for execution of work of raising mains and Constructions of tanks, Water Treatment Plants etc.

g) Inspections of Materials, Machineries and equipment's:

1. Inspection of Materials, Machineries and equipment's at the place of manufacture within Maharashtra and outside Maharashtra in the country whenever required.
2. Typical inspection checklists shall be prepared for each category of works on each operation and activities with reference to documents and standards. The acceptance / rejection report through the concerted inspection engineer ensuring all the points shall be mandatory.
3. The inspection system and procedure shall be prepared and maintained on day- to-day basis. The inspection crews shall have guidelines, test plans, scope of inspection, procedures, checklists and various formats to carry out inspection in a systematic method.
4. The computerized inspection reports shall have to be prepared.
5. The inspection report on based on site inspection shall be submitted to the Executive Engineer of concerned, periodically as per requirement.
6. All stationary, drawing stationary, design facilities, reprographic facilities etc. shall be provided by consultant at his own cost.
7. The Consultant shall issue necessary certification on progressive completion of each category of work after ensuring quality control and assurance so as to achieve the designed objectives of the particulars works.

h) Review and approval

1. Inspection of Test Plan (ITP) prepared by the contractor.
2. Review the Testing procedure of the materials and quality assurance details.
3. The certification shall be based on satisfactory adherence of the system and procedures of the inspection.

i) Quality Assurance

1. The Consultant shall ensure highest quality to work while monitoring the Construction activities.
2. Ensure Materials to be used for construction activities are checked and verified as per the standard operating process and specifications.
3. Use of various types of pipes and their sizes along with their respective jointing technology, material and accessories like bend coupler, tees etc.
4. Use of various type of valves and their accessories as per requirement of the tender document for water supply, Drainage scheme.
5. Use of pumping machineries as per the need of projects, all required electrical component and its safety requirement
6. Ensure Safety equipment provided for WTP and chlorinator
7. Installation of Automation equipment and Solar equipment.

8. Any type of appearance provided for water supply, Drainage system as stipulated in tender or

j) Supervision of Construction

1. Supervise the mobilization of the contractor, his staff, plant, equipment etc. and his provisions for storage and other operating areas is in accordance with the manufacturers' recommendations. Also paying attention to land made available for the construction of the works, including rights-of-way and way leaves.
2. Provide the contractor with points, lines and levels of reference, as made available by the Client (Executive Engineer MAHAPREIT) or otherwise established
3. Monitor and inspect the physical works as per the prescribed standards and norms and to ensure the works are to be implemented in adherence to the same.
4. Undertake corrective action in case of non- compliance with the specification or the applicable standards.
5. Supervise the contractor's testing facilities; decide whether the said facilities are sufficiently sound to be incorporated in the permanent works without adversely effecting later operation and functioning.
6. Consultant shall supervise all construction activity which is recorded in the measurement book as per the agreement.

k) Site Supervision

1. Contractors internal test on materials, concrete, mortar etc.
2. Pipeline trenching (if required), bedding
3. Lowering, laying and jointing of pipelines of various sizes.
4. Installation of valves, specials fittings.
5. Inside in-situ lining/Encasing
6. Pipeline hydro testing and pre commissioning test.
7. Functioning of Jack well
8. Proper alignment of pipeline trenching.
9. Nallah / River crossings - culverts bridges etc.
10. Major / minor road crossings
11. Railway crossing
12. Orientation location of structures depth of foundation etc. with respect to approved drawings and approved test plan.
13. Dimensions, reinforcement, concreting in foundation for major civil works.
14. Shuttering, plumb, dimensions, concreting etc. in sub structure including vertical wall, ring beams, tie beams, columns, slab etc as per approved inspection test plan.
15. The items listed in scope of works are major items covered under the work contract by Client (Executive Engineer MAHAPREIT).
16. The miscellaneous items and any other major items remained in the lists but required for the successful implementation of the project shall also form the part of scope of work under this consultancy.

l) Record Measurement :

1. Record day to day measurement in the measurement book as per the sequence of work execution.
2. Receipt of contractor's monthly statement and verify the same against the measurement and valuation certify the statements or correct them as required under the work contract and forward them to the Client (Executive Engineer MAHAPREIT) for payment. In case Contractor does not submit monthly bills the Consultant has to submit the bills according to execution report with penable action to contractor as decided by MAHAPREIT.
3. Keep accurate records to maintain an effective cost control system in order that the cost of works execution remains within the approved amount of contract during the period of the execution of the works, the estimate of the total costs shall be continuously updated and the Client (Executive Engineer MAHAPREIT) kept informed of his financial commitments and when he shall be required to make payments.
4. Keep accurate records of all variations made and all Claims forwarded by the contractor, together with the reasons thereof, which may affect the sum becoming payable to the contractor under the provisions of his contract; claims shall be verified skilfully, but fairly interpreting the provisions of the work contract and shall only be agreed upon when truly justified.
5. In case Consultant found indulged in making wrong measurements, apart from recovery of overpayments from Contractor, 5% penalty of the contract value of consultant, will be levied.

m) Defects Correction Supervision :

1. Make periodic site visits to ensure that any outstanding work agreed upon with the contractor before issuing the certificate of substantial completion is properly carried out.
2. In the event of any defect and whenever required, visit the site, ensure that repairs are properly carried out.
3. On the occasion of site visits as above and / or request of the Client, supervise performance of the operators and report to the Client in case of shortcomings, including recommending on corrective actions.
4. Issuance of defect correction certificate in accordance with the provision of construction contract after successful completion of defects correction period and completion of all outstanding work and repairs.

n. Review and Monitoring of the Assignment :

The performance of the selected consulting firm will be judged on the basis of work done against the agreed work plan. The consulting firm will prepare quarterly activity plans and share it with MAHAPREIT. A joint monthly review mechanism will be put in place and represented by members of MAHAPREIT and the selected consulting firm. The review of the progress and plan for future action will be decided therein. In case, MAHAPREIT has any objection, related to assignment deliverables, it will inform the agency in writing.

MAHAPREIT will keep a watch on the deliverables, of the assignments, take actions for the speedy settlement of the issues raised by selected consulting firm and timely follow up. Committee is set up under Mission Director, MAHAPREIT for review of performance of the selected consulting firm.

A. Supervision and Monitoring of Operation and Maintenance (O&M) and asset management for a period of maximum one year

- a. Ensure that "as-built" drawings meeting professional standards are provided by the contractor and it shall also be plotted on the GIS map
- b. Prepare operation and maintenance manuals for all components of the permanent works, as required.
- c. Ensure quality of water during Operation and Maintenance period, data to of the same to be recorded.
- d. Supervise the contractors' maintenance and running operation procedures.
- e. Supervise all work being implemented during the defects liability period.
- f. Monitor, assist and supervise performance tests and start-up of the projects.
- g. Carry out final works inspection and issue contractor's release certificates.
- h. Develop recommendations for measures prudent for action.
- i. Liaise, organize and attend regular progress site meetings.
- j. Act on behalf of the employer on all projects related matters.
- k. Progress reporting
- l. Transaction advisor shall provide necessary support through concession/ management period on issues as required by employer.
- m. Organize and participate in all final acceptance tests, inspections, proceedings, etc and final handover proceedings.
- n. Issue the Certificate of Final Completion and Final Handover Certificate.
- o. The Consultant shall assist MAHAPREIT in preparation of Power Point Presentations as and when required.

Deliverables & Reporting Requirements : -

1. Carrying out Reconnaissance Surveys and preparation of Feasibility Report

- i. Draft Feasibility Report (2 copies including relevant drawings +Soft copy)
- ii. Final Feasibility Report (2 copies including relevant drawings +Soft copy)

2. Carrying out detailed survey, preparing proposal for getting requisite permissions from various concern authority including preparation of Detailed Project Reports (DPR) of the projects and assisting MAHAPREIT for getting approvals from appraisal Consultant

- i. Draft Report (2 copies including relevant drawings +Soft copy)
- ii. Final Detailed Project Report (2 copies including relevant drawings +Soft copy)

3. Providing services for preparation of Tender Documents and Bid Process Management including preparing proposal for getting requisite permissions from various concern authority

- i. Draft Bid Documents (2 copies including relevant drawings +Soft copy)
- ii. Review and finalization of the Bidding Support and Pre-Construction Services Report

4. Functioning as Project Management Consultant & Technical Auditor of 'MAHAPREIT' for project execution.

- i. Monthly progress report (2 copies including relevant drawings +Soft copy)
- ii. Project closeout report (2 copies including relevant drawings +Soft copy)

5. Supervision and Monitoring of Operation and Maintenance (O&M) and asset management for a period of maximum one year

- i. Monthly Progress Report (2 copies including relevant drawings +Soft copy)
The above description is not exhaustive and only indicative. The consultant shall carry out any other function which in the opinion of MAHAPREIT is essential to achieve the project objectives. All such works which are not included above shall be as allotted to the Consultant based on man-day rates to be decided mutually.

ADDITIONAL WORKS:

Additional works other than original scope to be carried out separately if required and accordingly payment will be made as per Appendix III-

1. Providing assistance in Review of Detailed Project Reports (DPR)

- a. Review of the Drawings, Documents and Detailed Project Report (DRP) as per the prescribed guidelines of various state as well as central government schemes
- b. Undertaking all other duties and functions in accordance with the Agreement
- c. Preparing Proposal & assisting MAHAPREIT in getting Approval from various Government Bodies like Ministry of Environment, Ministry of Forest etc. All statutory fees required to be paid to different authorities for obtaining various approvals to the projects shall be paid directly to the concern body / Consultant by MAHAPREIT.
- d. Providing assistance in Review of Detailed Project Reports (DPR)
 - i. Draft Report (2 copies including relevant drawings +Soft copy)
 - ii. Final Detailed Project Report (2 copies including relevant drawings +Soft copy)

2. Conditional Assessment of the Water Assets and Carrying out Water Audit

- a. Data collection on existing infrastructure assets and cost recovery
- b. Evaluation of current production, transmission and distribution service performance
- c. Sample surveys for determining the customer consumption volumes
- d. Prepare current water balance as per International Water Association (IWA) methodology
- e. To do the Energy Audit of the machinery being used for the raw water, Water treatment and supply
- f. Establish current annual levels of NRW with breakup of commercial and physical losses and evaluate the economic loss to the utility
- g. Develop strategy for progressive reduction of NRW with detailed action plan and costs involved
- h. Evaluate options for implementation of NRW reduction strategy
- i. Provide a roadmap for rationalization of user charges
- j. Provide roadmap for improvement in current system to achieve the objectives of the assignment.

3. Conditional Assessment of the Water Assets and Carrying out Water Audit

- i. Draft Report (2 copies including relevant drawings +Soft copy)
- ii. Final Detailed Project Report (2 copies including relevant drawings +Soft copy)

4. Carrying out detailed Energy Audit of a Water supply, Drainage System

- a. Study if existing set-up – Collection of details of pumping machinery including number of pumping station, number of pump sets, electric billing, power factor penalty if any, repairs carried out so far, design capacity and set-up, including maximum demand required and sanctioned
- b. Study of Energy Tariff levied as per norms of MSEDCL
- c. Study of pumping systems including 'L' section type of pumping, pumping system main, determination of frictional losses, apparantances installed on rising main
- d. Carrying out measurement of various electrical / mechanical parameters, like voltage, current, kWh, frequency, M.D. Power factor, Flow, Pressure etc.
- e. Prepare data base on the basis of above measurements in specific tabulated form including sample calculation and comparison with field result and as required
- f. Plotting graphs / curves of above tabulated results & comparison with ideal conditions
- g. Collecting data of raw / pure water lifted and energy consumed for last three years (individual pumping stations and total for all pumping stations)
- h. Evaluating performance and healthiness of electrical installation
- i. Evaluating individual / parallel operation of pumping sets suggesting suitable combination of pump sets based on power consumption
- j. Determine the pumping station efficiency i.e. Specific Energy Consumption (S.E.C.) and entire system efficiency
- k. Giving suitable suggestions remedial measures to reduce the total energy consumptions for the same quantity of water produced
- l. Estimate approximate cost of work required to be carried out as per suggested improvement considering the normal life of the machinery
- m. Submitting detail report / analysis of findings as per scope specified duly signed by BEE registered energy auditor

5. Carrying out detailed Energy Audit of a Water supply, Drainage System

- i. Draft Report (2 copies including relevant drawings +Soft copy)
- ii. Final Detailed Project Report (2 copies including relevant drawings +Soft copy)

B. Time Schedule

The total duration for the Consultancy Services shall start from the date of signing of agreement and shall deemed to be co-terminate with the time envisaged in the tender of the execution Consultant for that work.

C. Validity of Empanelment: The Empanelment shall be valid for a period of 5 years (extendable @ mutually escalated cost after 5 years)

Milestones

The Employer wishes to ensure consistent prorated progress on all components of the Contract during the entire Contract period. The key milestones set out in below table, or such other Milestones as may be proposed by the Contractor and agreed by the Employer at the time of bidding, are proposed to be adopted for periodic review of the progress of various components. These milestones will be the stages when the decisions regarding any delay in the implementation will be taken with a view towards the application of the provisions of the Conditions of Contract.

D. Field Offices

The Consultant will be required to set up one Regional field offices for supervision of the works. He should establish at least one office in the Project area within 14 days and they may be further increased as the work proceeds. The Consultant should make the office functional in this period. The office will have required furniture, computers, printers, plotters and other office requirements. It shall have design team of qualified personnel for preparing and submitting the necessary design and drawings for all activities.

Supervisory Staff of Consultant

The Consultant lays great importance on the quality and authority delegated to the Consultant's key staff deployed in the field to execute and supervise the works. The Consultant is required to ensure deployment of qualified and experienced staff in sufficient numbers on site to ensure quality.

Transport Facilities for the Inspection Staff of the Employer

The Consultant will provide transport facilities for the supervision staff engaged by the Consultant within the Project area. No extra cost will be paid for the same.

E. Penalties (Limitation of Liabilities)

The Consultant shall carry out the Consulting engineering services in conformity with general accepted norms and standard of engineering. The Consultant shall be responsible for technical soundness of the services rendered. MAHAPREIT may review, monitor, and check the works carried out by the consultant. If such checks disclose that the works carried out by the consultant do not meet the specified requirements, MAHAPREIT may not pay the consultancy fees for their affected portion. In the event of any deficiency in these services, the Consultant shall interlaid promptly re-do such engineering services at no additional cost to MAHAPREIT.

**AGREEMENT BETWEEN
MAHATMA PHULE RENEWABLE
ENERGY & INFRASTRUCTURE
TECHNOLOGY LTD. (MAHAPREIT)
AND**

.....
(Name of Consultant)

AGREEMENT

This Agreement (hereinafter called the "Contract") is made at Mumbai on this Day of, 2026 between the **MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)** having its registered office at (Herein after called "the MAHAPREIT" which expression shall means and includes its successor or succession and permitted assigns) of the one part.

AND

..... (Name of Consultant) having their office at "....." (hereinafter called "the Consultant") a registered company as per provisions of Indian Company Act / Partnership Firm as per provisions of I.P.A / etc. of the other part; whereas the MAHAPREIT desires that certain Services should be performed by the Consultant, namely "Empanelment of Project Management Consultants (PMC)"

WITH FOLLOWING INCLUDED

The approved note dated & Authority Resolution No.DatedThis agreement is made at ----- between **Executive Director, MAHAPREIT** in which expressions are included unless such inclusion is consistent with context, the successor or successors for the time being holding the office of the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) and in view of the powers delegated to the Executive Director, MAHAPREIT vide its LoI no..... dated of the one part and (Hereafter called "The Consultant") shall of the other part; whereas the MAHAPREIT desired that certain service should be performed by the Consultant namely:

1. Carrying out Reconnaissance Surveys and preparation of Feasibility Report
2. Carrying out detailed survey, preparing proposal for getting requisite permissions from various concern authority including preparation of Detailed Project Reports (DPR) of the projects and assisting MAHAPREIT for getting approvals from appraisal Consultant
3. Providing services for preparation of Tender Documents and Bid Process Management including preparing proposal for getting requisite permissions from various concern competent authority
4. Functioning as Project Management Consultant & Technical Auditor
5. Supervision and Monitoring of Operation and Maintenance (O&M) and asset management for a period of maximum one year

NOW THIS AGREEMENT WITNESS AS FOLLOWS –

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of the MAHAPREIT/Consultant Consultancy Agreement hereinafter referred to as “Consultancy Agreement”.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely :
 - A) The general Conditions of Contract (hereinafter called “GC”)
 - B) The Special Conditions of Contract (hereinafter called “SC”)

In consideration of the payments to be made by the MAHAPREIT to the Consultant as hereinafter mentioned in Clause 4 of the Consultancy Agreement, the consultant hereby agrees with the MAHAPREIT to perform the Services in conformity with the provision of the Agreement.

3. The MAHAPREIT hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the agreement at the times and in the manner prescribed in the Consultancy Agreement.

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 India (as they may be issued and in force from time to time);
- b) **“Contract”** means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.;
- d) **“GC”** means these General Conditions of Contract;
- e) **“Government”** means the Government of India, Government of Maharashtra; as the case may be;
- f) **“Local currency”** means Indian Rupees;
- g) **“Consultant”** shall mean the individual Engineering with Management firm incorporated or not, undertaking the Works and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- h) **“Personnel” means persons hired by the Consultants or by any Sub-consultant** as employees and assigned to the performance of the Services or any part thereof, **“Local Personnel”** means such persons who at the time of being so hired had their domicile inside India; and **„key personnel** mean the personnel referred to in Clause GC 4-2

- i) **“Party” means the MAHAPREIT or the Consultants, as the case may be, and Parties means both of them.**
- j) **“Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project.**
- k) **“SC” means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented.**
- l) **“Sub-consultant” means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GC 3.7.**
- m) **“Third Party” means any person or entity other than the Government, the MAHAPREIT, the Consultants or a sub-consultants.**
- n) **‘MAHAPREIT’ shall mean ‘MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)’**
- o) **The ‘Engineer’ shall mean the Engineer In-charge of the MAHAPREIT or any other officer or officers of the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) who is authorized by the, MAHAPREIT to carry out the functions of the Engineer.**
- p) **‘Engineer’s Representative/Engineer-In-Charge’ shall mean Engineer/ Sectional Engineer /Junior Engineer or any other MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) Employee or Employees appointed from time to time by the Engineer to perform the duties here of and generally to assist the Engineer for the purpose or the contract and whose, MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) shall be notified in writing to the Consultant by the Engineer**
- q) **The ‘Contract’ shall mean the tender and the formal agreement if any, executed between the Consultant, and the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) together with the documents referred to there in including these conditions and appendices and any special conditions, specifications, designs, drawings, price schedules, bills of quantities and schedule of rates etc. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another. The order of precedence in case of discrepancies shall be as under,**
 - 1. Contract Agreements
 - 2. Notice inviting Tender & Instructions to Tenderer
 - 3. Special Conditions of Contract
 - 4. The General Conditions of Contract
 - 5. Schedules & Annexure
 - 6. In the ambiguity / absence of clear references with respect to this agreement tender conditions shall prevail
- r) **‘Contract charges’ means the amount named in the letter of acceptance. The payment to consultant shall be based on the accepted Tender cost including escalation, extra items etc. i.e. on the total cost of project posted in the financial books of MAHAPREIT. Extension given to the contractor will also be the extension of consultant if he desires to continue then till the project completed in all respect.**
- s) **‘Excepted risks’ are risks due to riots (otherwise than among Consultants’ employees) and civil commotion (in so far as both these are Uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damage from aircraft, acts of god, such as earthquake, lightning and unprecedented floods and other causes over which the Consultant has no control and accepted as such by the Engineer,**

MAHAPREIT.

'Total project Cost', means – all the expenses booked or expected to be booked for the project during its execution and operations period for which the Contract is awarded in the books of account of the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)

- t) **'Approved Cost'**, means – Total Cost as approved in Standing Committee or Competent MAHAPREIT of MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)
- u) **'Project Period / Duration'**, means – Total time period till the date of completion of work of the Contractor or any other extension date granted by the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT).
- v) The **'Site'** means the land and other places, on which the Works or temporary Works are to be executed and any other lands and places provided by the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) for working space or any other purpose as may be specifically designated in the contract as forming part of the site.
- w) **'Urgent Works'** shall mean any measures which in the opinion of the Engineer become necessary during the progress of the Work to obviate any risk of accident or failure or which become necessary for security.
- x) The **'Works'** shall mean the tasks to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted Works as required for performance of the contract.
- y) **'Temporary Works'** shall mean all temporary tasks of every kind required in or about execution, completion or maintenance of the Work.
- z) **'Drawing'** shall mean the drawings referred to in the specification and any modification of such drawings approved in writing by the Engineer and such drawings as may from time to time be furnished or approved in writing by the Engineer
- aa) **'Approved'** shall mean approved in writing including subsequent confirmation of previous verbal approval and "Approval" shall mean approval in writing including as aforesaid.
- bb) **'Specification'** means the specification referred to in the tender and any modification thereof or addition or deduction thereof as may be the case, from time to time be furnished or approved in Writing by the Engineer.
- cc) **'Stamp Duty'** means the stamp duty(s) to be paid by the Consultant on the Contract values as per The Maharashtra Stamp Act,
- dd) **'Tender'** means the Consultant's priced offer to the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) for the execution and completion of the Works and the remedying of any defects in accordance with the provision of the Contract, as accepted by the Letter of Acceptance.
- ee) **'Letter of Acceptance'** means the formal acceptance by the 'MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)'.
- ff) **'Commencement Date'** means the date upon which the Consultant receives the notice to commence the work issued by the Engineer.
- ii) **'Time for Completion'** means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract or as extended / calculated from the Commencement Date.

1.2 Relation between the Parties:

Nothing contained herein shall be constructed as establishing a relation of master and servant or of agent and principal as between the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) and the Consultants. The Consultants, subject to this contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract:

The Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Law of India and Maharashtra State.

1.4 Language:

The Contract has been executed in English, which shall be the binding and controlling language for matters relating to the meaning or interpretation of this Contract.

1.5 Headings:

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

1.6 Notices/Correspondence:

1.6.1 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, telex, telegram or facsimile to such Party at the address specified below –

Client: MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE
TECHNOLOGY LTD. (MAHAPREIT)

.....

Tel: +91

Consultant:

.....

.....

.....

1.6.2 A Party may change its address for notice hereunder by giving notice of such change to the other party.

1.7 Location:

The Services shall be performed in MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) Area and, where the location of a particular task is not so specified, at such locations elsewhere, as the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) may approve.

1.8 Authorized Member in Charge of entities:

No joint ventures/consortium or associations are allowed.

1.9 Authorized Representatives:

Any action required or permitted to be taken, and document required or permitted to be executed, under this Contract by the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) or the Consultants may be taken or executed by the officials authorized by MAHAPREIT and the Consultants.

1.10 Taxes and duties:

All duties, taxes and other levies as applicable on date of submission of Tender shall be payable by the Consultant in respect of the transaction between the Consultant and their vendors/sub-suppliers is included in the Proposal's price i.e. in financial rate and

'MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)' will entertain no claim on this behalf. All taxes, duties and levies in respect of the transaction between 'MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)' and Consultant are included in the price as per financial rate. However, any increase in the statutory tax after submission of bid shall be on 'MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)'s account and shall be reimbursed on actual basis wherever there is any increase.

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT :**2.1 Effectiveness of Contract:**

This Contract shall come into force and effect on the date (the "Effective Date") of the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) notice to the Consultants instructing the Consultants to begin carrying out the various Services as per scope of work. The separate work order will be issued separately for each scope of work as per actual time condition and requirement.

2.2 Termination of Contract for Failure to Become Effective:

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties, either Party may, by not less than four (4) weeks written notice to the other Party, declare this Contract to be null and void and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of services:

The Consultants shall begin carrying out the Services within 15 days after the date of contract becomes effective or such other date as may be specified in the contract.

2.4 Expiration of Contract:

Unless term earlier pursuant to clause GC 2.9 this Contract shall terminate at the end of such time period after the effective date as is specified in the Contract.

2.5 Entire Agreement:

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has MAHAPREIT to make, and the Parties shall not be bound by or be liable for any statement representation, promise or agreement not set forth herein.

2.6 Modification:

Modification of the terms and conditions of this Contract including any modification of the scope of the Services or duration of the assignment or of the contract price may be made by written agreement between the parties. However the Consultant shall be inevitably liable to receive additional remuneration based on prorata basis.

2.7 Force Majeure :

2.7.1 Definition :

- a) For the purpose of this Contract, "Force Majeure" means an event which is beyond the 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 Consultants.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Parties sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failures to make any payment required hereunder.

2.7.2 No Breach of Contract :

The failure of a party to fulfill any of its obligation under the contract shall not be considered to be a breach of, or default under this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measure in order to carry out the terms and conditions of this Contract, (b) has informed the other party as soon as possible about the occurrence of such an event.

2.7.3 Indirect Political Force Majeure Events: For purposes of Clause 27.1, Indirect Political Event shall mean one or more of the following acts or events:

- a. an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, which prevents collection of Fees by the Concessionaire for a period exceeding a continuous period of 7 (seven) days in an Accounting Year.
- b. Industry wide or state wide or India wide strikes or industrial action which

- prevent collection of Fares by the Concessionaire for a period exceeding a continuous period of 7 (seven) days in an Accounting Year.
- c. Loss of or serious accidental damage to the Project Area.
- d. Epidemic.
- e. Sabotage, terrorism or the threat of such acts.

2.7.4 Political Force Majeure Events

Political Force Majeure Event shall mean one or more of the following acts or events:

- I. Change in Law;
- II. Unlawful or un-authorized or without jurisdiction revocation of, or any political motivated reasons or refusal to renew or grant without valid cause any consent or approval required by the Consultant to perform their respective obligations under the Agreements, provided that such delay, modification, denial, refusal or revocation did not result from the Consultant's inability or failure to comply with any condition relating to work.
- III. GOI or GOM or any Governmental Consultant has by an act of commission or omission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Consultant.

Where the Force Majeure Event is a Political Force Majeure Event, MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) shall have to bear cost of such event by paying remuneration due for complete project or projects for which Consultant had performed their respective obligations. Upon Termination by MAHAPREIT on account of the Event of Political Force Majeure Events, the Consultant shall be entitled to receive from MAHAPREIT by way of Termination Payment being a sum which is aggregate of the fair value of the contract sum and other expenses carried out by the Consultant to perform the consultancy services to the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) in terms of establishment and other allied cost as certified by the Statutory Auditors of the Consultant.

2.7.5 Extension of Time on account of Force Majeure

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. In the event of Force Majeure in not indicated the payments to the Consultant shall be paid as per the guiding principles provided in the Planning Commission of India for force majeure.

2.7.6 Measures to be taken :

- a) 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 a minimum of delay.
- b) 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 fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.7 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.

2.7.8 Payments :

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be continue to be paid under the terms of this contract, as well as to be reimbursed for additional costs reasonably an necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services (other than specified in scope) after the end of such period.

2.7.9 Consultation :

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have 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.

2.8 Suspension :

The MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within the period not exceeding eighty (80) days after receipt by the Consultants of such notice of suspension.

2.9 Termination :**2.9.1. By the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) :**

The MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) may terminate this contract, by not less than one hundred eighty (180) days written notice of termination to the consultants, to be given after the occurrence of any of the event specified in paragraphs (a) thorough (e) of this clause 2.9.1 and sixty(60)days in the case of the event referred to in(f).

- a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 herein above, within one hundred eighty (180) days of receipt of such notice of suspension or within such further period as the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) may have subsequently approved in writing.
- b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members 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 Consultants fail to comply with any final decision reached as a result of settlement of dispute pursuant to Clause GC 8 hereof.
- d) If the Consultants submit to the MAHATMA PHULE RENEWABLE ENERGY &

INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) a statement which has a material effect on the rights, obligations or interests of the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) and which the Consultants know to be false.

- e) If, as the result of Force Majeure, the Consultants are unable to perform Services for a period of not less than one hundred eighty (180) days, or
- f) If the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT), in its sole discretion and for any reason whatsoever, decides to terminate this contract.

2.9.2. By the Consultants:

The consultants may terminate this contract, by not less than one hundred eighty (180) days written notice to the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT), such notice to be given after occurrence of any of the events specified in paragraphs (a) and (b) of this clause 2.9.2

- a) If the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) fails to pay any moneys due to the consultants pursuant to this contract and not subjects to dispute pursuant to clause 8 hereof within forty five (45) days after receiving written notice from the consultants that such payment is overdue; or
- b) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days, or
- c) If the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) fails to comply with any final decision reached as a result pursuant to Clause GC 8 hereof.
- d) On completion of specific milestones as described in the detailed scope of work the Consultant shall have the choice to withdraw his services from a particular assignment. Under such circumstance the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) shall accept such specific written request of the Consultant to stop the services and conclude the particular assignment amicably.

2.9.3. Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clauses GC 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except

- i) Such rights and obligations as may have accrued on the date of termination or expiration,
- ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof,
- iii) Any right which a Party may have under the Applicable Law.

2.9.4. Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 2.9.1 or 2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the MAHATMA PHULE

RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT), the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 or 3.9 hereof.

2.9.5. Payment upon Termination:

Upon termination of this Contract pursuant to Clauses GC 2.9.1. or 2.9.2. hereof, the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) shall make the following payments latest by within 45 days of receiving bills to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)):

- i) Remuneration pursuant to Clause GC 6 hereof for Services performed prior to the effective date of termination
- ii) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incident as to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants personnel and their eligible dependents.
- iii) In the case of termination MAHAPREIT on account of Political Force Majeure Event shall reimbursement of any cost claimed incident as to the prompt , and future discounted cash flows of future revenue and orderly termination of the Contract for work done up to the date of such termination. The Consultant shall be entitled to receive payment in respect of amount due and payable for all works performed up to the date of termination, if termination is for reasons not attributable to the Consultant.

2.9.6. Disputes about Events of Termination:

If either Party disputes whether as event specified in paragraphs (a) through (e) of Clause GC 2.9.1. or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty five (45) days after receipt of notice of termination from the other Party, refer the matter to MS, MAHAPREIT pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event.

3. OBLIGATIONS OF THE CONSULTANTS:

3.1. General:

3.1.1. Standard of Performance:

The Consultants shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) and shall at all support and safeguard the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)'s legitimate interests in any dealings with sub – consultants or Third Parties.

3.1.2. Law Governing Services:

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-consultants, as well as the Personnel and agents of the Consultants and any sub-consultants, comply with the Applicable Law. The MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

- 3.1.3 If the work will held up due to unavoidable reasons which are beyond control of MAHAPREIT then the minimum monthly charges for the salaries deployed establishment through consultant will be paid extra in these period by MAHAPREIT.

3.2. Conflict of Interests:

3.2.1 Consultants not to benefit from Commissions, Discounts etc.

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants sole remuneration in connections with this Contract or the Services and, subject to hereof, the Consultants 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 Consultants shall use their best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates not to engage in certain Activities:

The Consultants agree that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the services.

3.2.3 Prohibition of Conflicting Activities:

Neither the Consultants nor their sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract.

3.3. Confidentiality:

The consultants 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 the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)'s business or operations without the prior written consent of the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT).

3.4. Liability of the Consultants:

Subject to additional provisions, if any, set forth in the contract, the Consultants liability under this Contract shall be as provided by the Applicable Law and shall be limited to fees due and payable to consultants.

3.5. Accounting, Inspection and Auditing:

The Consultants (i) Shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Consultants representations referred to in the SC). (ii) Shall permit the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) or its designated representative periodically and up to one year from the expiration of termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT).

3.6. Consultants Actions requiring MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)'s prior Approval:

The Consultants shall obtain the MAHAPREIT's prior approval in writing before taking any of the following actions –

- a) Entering into a sub-contract for the 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 sub-contract shall have been approved in writing by the MAHAPREIT prior to the execution of the sub-contract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this contract and.
- b) Any other action that may be specified c) Taking any action under civil works contract for the project designating the consultant as Engineer in Charge for which action pursuant to such civil works contract the approval of the employer is required.

3.7. Reporting Obligations:

The Consultants shall submit to the MAHAPREIT the reports and documents specified in RFP hereto, in the form, in the numbers and within the time periods set forth in the RFP

3.8. Documents prepared by the Consultants to be the Property of the MAHAPREIT :

All reports and other documents including actual working models and design files submitted by the consultants in accordance with clause shall have to handover to the MAHAPREIT after receiving the payment for that particular task / work / assignment and thereafter shall become and remain the property of the MAHAPREITs and the consultants shall not later than up on termination or expiration of this contract deliver all such documents and their soft copy to the MAHAPREIT together with a detailed inventory there of the consultants may retain a copy such documents and their soft copy. Restrictions about the future use of these documents if any shall be specified in the Contract.

3.9. Equipment and Materials furnished by the MAHAPREIT:

If equipment and materials made available to the Consultants by the MAHAPREIT, or purchased by the Consultants with funds provided by the MAHAPREIT for the specific purpose, shall be the property of the MAHAPREIT and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the MAHAPREIT an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the MAHAPREIT's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the MAHAPREIT in writing, shall insure them at the expense of the MAHAPREIT in an amount equal to their full replacement value.

3.1 Removal and / or Replacement of Personnel:

- a) The consultants shall have no claim for additional costs arising out of or incidental to any removal and / or replacement of personnel.
 - i) The consultant is responsible to monitor the progress of work in such a way that the work will be completed in stipulated contract period and as per the specified standards as mentioned in the contract.
 - ii) In case of breach of above stipulated clauses, MAHAPREIT reserves its right to modify or alter the total fee structure with consent of Consultant.

4. OBLIGATIONS OF THE MAHAPREIT :

4.9 Assistance and Exemptions :

The MAHAPREIT provides the consultants such assistance and exemptions as specified in the SC. MAHAPREIT shall use its best efforts to ensure that the MAHAPREIT shall provide the Consultants, Sub-Consultants and Personnel with all requisite facilities pursuant to applicable law as shall be necessary to enable the Consultants, Sub-Consultants or Personnel to perform the services.

4.10 Access to Land :

The MAHAPREIT warrants that the Consultants shall have, free of charge, unimpeded access to Project land in respect of which access is required for the performance of the Services. The MAHAPREIT will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless damage is caused by the default or negligence of the Consultant or any sub-consultant or the Personnel of either of them.

4.11 Change in the Applicable Law :

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased by agreement between the Parties and corresponding adjustment shall be made to the amounts referred to in clause hereto.

4.12 Services, Facilities and Property of the MAHAPREIT

The MAHAPREIT shall make available to the Consultants and the Personnel for the purposes of the services as and when so specified the parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the services, (ii) the manner in which the Consultants shall procure in such services, facilities and property from other sources, (iii) the additional payment, if any, to be made to the Consultants as a result thereof pursuant to clause GC 6.1 hereinafter and (iv) and all the necessary surveys and studies which shall be required for any particular task / assignment / project from time to time.

4.13 Payment:

In consideration of the Services performed by the Consultants under this Contract, the MAHAPREIT shall make to the Consultants such payments and in such manner as is provided in schedule of Payments of this Contract as per scope of work.

6. CONTRACT PRICE AND PAYMENTS TO THE CONSULTANTS :

6.1. Remuneration :

The Consultants professional fees shall include all staff costs, printing, communications, travel, accommodation and the like and all other costs incurred by the consultants in carrying out the services described as per RFP

6.2. Contract price :

The Professional fees payable in local currency.

6.3. Payment for Additional Services :

For the purpose of determining the remuneration due for additional services as may be agreed under clause 2.6 fees will be calculated at the same percentage fees as specified in this contract on the proposed cost of additional works with mutual consent.

6.4. Terms and conditions of payment :

The rates given in schedule of payments are including 18% GST and statutory taxes. Payments will be made as per payment schedule stated in the Schedule of payment Appendix II. Any other payment shall be made after the conditions listed in the Schedule for such payment have been met, and the consultants have submitted an invoice to the MAHAPREIT specifying the amount due. If there is delay in payment due to shortage of funds or any other reason no extra payment or Interest will be payable on account of delay of payment, however MAHAPREIT will try to release payment as early as possible from other sources of MAHAPREIT by taking approval from competent authority..

The MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) shall make the payment of the Consultants periodically as given in schedule of payment above within Thirty days on receipt of invoice from the consultant after the receipt by the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment.

6.5 Liquidity Damages

- a) The time specified for delivery in the RFP form shall be deemed to be the essence of the contract and the selected consulting firm shall arrange services within the specified period.
- b) The selected consulting firm shall request in writing to MAHAPREIT giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained.
- c) MAHAPREIT shall examine the justification of causes of hindrance in the delivery of service

and the period of delay occurred due to that and grants extension with or without liquidated damages.

- d) If MAHAPREIT agrees to extend the delivery period/schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of service.
- e) It shall be at the discretion of MAHAPREIT to accept or not to accept the supply of services rendered by the selected consulting firm after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. S shall have right to cancel the contract with respect to undelivered service.
- f) If MAHAPREIT is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period
- g) Delivery period may be extended if the delay is on account of hindrances beyond the control of the consulting firm.
- h) Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected consulting firm shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.
- i) In case any consultancy services outside the scope of work is required to be provided for successful completion of the assignment in any schedule, the same shall be carried out by the consultants. Payments for such services shall be made on the mutually agreed rates and other terms and conditions.

DELAY CHARGES

If there is a time overrun in preparation of work of DPR stage, no extra payments shall be made for delay of work. The consultant shall be responsible for any additional expenditure on account of time overrun. If delay due to department's fault, Consultant shall be paid the amount according to the following formula.

(Total delay in days x per day charges for particular category) x0.25

(Per day charges = Charges of respective payment schedule / Time limit as per respective time schedule)

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 dispute subject to settlement of dispute in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES :

8.1. 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. Such dispute shall be resolved at field level within 30 days.

8.2. Dispute Settlement :

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement.

8.3. If a dispute of any kind whatsoever arises between the Engineer In charge and the Consultant in connection with, or arising out of, the Contract or the scope of the work, whether during the study period or after completion of the study and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, instruction, determination, certification or valuation of the Engineer In charge, the matter shall be in the first place, be referred in writing to the Engineer In charge **within 180** days of its occurrence for review, with a copy to the 'MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)'. If the Consultant fails to refer the dispute for review within 180 days, the Engineer In charge's decision shall be final and binding on the Consultant. Such reference shall state that it is made pursuant to this Clause. No later than the fourteenth day after the day on which he received such reference, the Engineer In charge shall give notice of his decision to the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) and the Consultant. Such decision shall state that it is made pursuant to this Clause.

8.4. Notwithstanding the arising of any dispute, unless the Contract has already been repudiated or terminated, the Consultant shall, in every case, continue to proceed with the work with all due diligence and the Consultant and the Engineer In charge shall give effect forthwith to every such decision unless and until the same shall have been revised, as hereinafter provided.

8.5. If either the MAHAPREIT or the Consultant disagrees with the decision of the Engineer In charge, the decision shall then be referred by the MAHAPREIT or by the Consultant, within 30 days of the decision of the Engineer In charge to the, MAHAPREIT". A copy of such

reference shall also be endorsed to the Engineer. The MS, MAHAPREIT shall give its advice in writing within 180 days of receipt of notification by it. The MS, MAHAPREIT may call upon the Engineer In charge and the Consultant to hear their case before giving its advice. The MS, MAHAPREIT shall then take appropriate decision and communicate to the Consultant within 30 days.

8.6. If a dispute of any kind whatsoever arises between the Engineer In charge and the Consultant in connection with any discrepancy found to exist between actual payment or delay in payment and costs authorized to be incurred by the Consultants, the MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT) may add or subtract the difference from any subsequent payments with Interest at the rate of prime lending rate of State Bank of India plus two percent for the period over and above fifteen days shall become payable as from the above due date on any amount due by, but not paid on such due date.

8.7. The decision of the , MAHAPREIT shall be final and binding.

8.8. STAFF & LABOUR

Engagement of Staff & Labour

1. The Consultants shall employ skilled, disciplined and sincere labour in sufficient numbers for various types of works in scope of PMC, quality to ensure workmanship of the degree specified in the Contract for timely fulfilling of the Agencies obligations under the Contract and to the satisfaction of the Competent Authority.
2. The Consultants shall have to deploy the required numbers of staff as essential to perform the functions and provide services to desired degree of performance level. Weekly labour report should be submitted to competent authority.
3. Any lack of workforce shall be considered as Consultants deficiency. The Consultant shall ensure sufficient staff for different operations under this Contract. No additional payments will be made, if the increase in the work force and equipments are needed at a later stage to meet the requirement.
4. The Consultants shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act. 1923 (VIII of 1923), (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable/ paid by the MAHAPREIT as principal employer under sub-section (1) of Section 12 of the said Act on behalf of the Consultant, it shall be recoverable by the MAHAPREIT from the Consultant under the sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.
5. The Consultants shall be responsible for and shall pay the expenses of providing medical aid to consultants personnel or any workman who may suffer a bodily injury as a result of an accident. If such expenses are incurred by MAHAPREIT, the same shall be recoverable from the Consultant forthwith and be deducted without prejudice to any other remedy of the MAHAPREIT from any amount due or that may become due to the Consultant
6. The Consultants shall provide all necessary personal safety equipment and first aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulations in connection herewith.
7. The workers shall be required to use the equipments so provided by the Consultants and the Consultant shall take adequate steps to ensure proper use of the equipment by those concerned
8. The Consultant shall comply with all the provisions of the laws regarding deployment of

labour under the contract. It shall be the liability and responsibility of Agency to implement the provisions of Acts; the Abolition of Contract Labour Act, The Minimum Wages Act and the Workmen's Compensation Act. In addition to followings:

- (a) The Consultant shall not employ in connection with the operations and services under this contract any person who has not completed his/her eighteenth year of age.
 - (b) At all times during continuance of the Contract, the Consultants shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The Consultant shall keep the MAHAPREIT indemnified in case any action is taken against the MAHAPREIT by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
 - (c) The Consultants shall keep all records desired under the said labour laws submit periodical returns to the respective statutory Authority. The Agency shall in respect of labour employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.
 - (d) (d) The Consultants shall obtain the license in accordance with the Rules and Provisions of Contract Labour (Regulation and abolition) Act, 1970 and adhered all terms and condition stipulated therein if applicable.
 - (e) (e) The Consultants shall pay the staff deployed by him under this Contract as per the minimum wages act in force and amendments.
 - (f) (f) Notwithstanding anything contained herein, the MAHAPREIT may take such action as may be necessary for compliance of the various Applicable Labour Laws and to recover the cost thereof from the Agency.
1. The Consultants shall take full responsibility to provide the following facilities to his deployed staff/ laborers.
 - (a) The payment of wages to the workers & giving all other facilities according to the Minimum Wages Act & Employees State Insurance Scheme.
 - (b) Medical check-up of each staff engaged with management and handling of Municipal Solid Waste under this Contract once every twelve month for communicable diseases at the Agencies cost and submitting the report to the Competent Authority.
 2. Indemnification
The Consultants shall indemnify and keep indemnified the MAHAPREIT against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the operations and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
 3. The Consultants shall at all times indemnify the MAHAPREIT against all claims, damages or compensation under the provisions of, .
 - 1) Payment of Wages Act, 1936;
 - .2) Minimum Wages Act, 1948;
 - .3) Employers Liability Act, 1938;
 - 4)The Workmen's Compensation Act, 1923;
 - 5)Industrial Dispute Act, 1947;
 - 6). Indian Factories Act, 1948
 - 7) Maternity benefit act,
 - 8) 1961 motor vehicle act,1988
 - 9) and Any other relevant act or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the operations, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or

sums which may with the consent of the Consultant be paid to compromise or compound any such claim without limiting his/her obligations and liabilities as above provided. Any violation of the above said acts or any other applicable law or statute may result to termination of contract and forfeiture of the performance security by MAHAPREIT after deduction of the moneys from their financial compensation which shall be required to fulfill the compliance, in addition to the prosecution by the concerned department.

4. The Consultants may, at his own cost and responsibility, increase workforce and equipments in order to meet the requirement of work. The Agency has to ensure presence of adequate workforce to carry out the different task effectively to the satisfaction of MAHAPREIT.

5. SPECIAL CONDITION

1. The payment of wages to the contract basis staff/ workers should be same there should not be inequity in payments of same category of staff/ workers
2. While appointing staff/ workers on contract basis, same justice should be given to all staff/workers and preference to appointment of handicap woman's should be given.
3. While appointing staff/ workers on contract basis preference to the people in Compassionate (Anukampa) waiting list of state government should be given.
4. Staff/ workers on contract basis should be in the limitations of corruption restriction act 1988.
5. The working hours and type of work of same category contract basis staff/ workers should be same there should not be inequity in working hours and type of work of staff/ workers.
6. Separate authority should be appointed for redresser of grievance of staff/ workers.
7. Information all contract basis staff/workers should be digitalized.
8. Valuation of efficiency of Contract basis staff/workers should be carried out once in a year and if any person found with maximum 10 % less efficiency should be removed and efficient staff/workers should be appointed.

8.9. SPECIAL CONDITION OF CONTRACT Number of Amendments of the supplement to clauses in the General Conditions of contract

- 1.1 The member in charge is Associate decided during the courses of Execution of this contract approved by MAHAPREIT
- 1.2 Language English The addresses are for the purpose of clause 1.6 of General Conditions,

For the
MAHAPREIT

The Executive Director

MAHATMA PHULE RENEWABLE ENERGY &
INFRASTRUCTURE TECHNOLOGY LTD.
(MAHAPREIT)

Attention
E-mail

For the consultants :

Tel :
Fax :
Email :

The authorized Representatives are
For the MAHAPREIT : The Executive Director

For the consultant :

1.3 For domestic consultants/personnel who are permanent residents in India. The consultants and the personnel shall pay the Taxes, Duties, Fee, Levies and other imposition levied under the existing, amended or enacted laws during life of this contract and the MAHAPREIT shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. However, All duties, taxes and other levies as applicable on date of submission of Tender shall be payable by the Consultant in respect of the transaction between the Consultant and their vendors/sub-suppliers shall be included in the Proposal's price and 'MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)' will entertain no claim on this behalf. All taxes, duties and levies in respect of the transaction between 'MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)' and Consultant shall be included in the price quoted.

2.1 The date on which this Contract shall come into effect is the date on which the contract is signed.

2.2 The date for commencement of services is 8 days after the effective date of contract as above.

2.3 The total duration for the Consultancy Services shall start from the date of signing of agreement and shall deemed to be co-terminate with the time envisaged in the tender of the execution Consultant for that work.

For particular work as defined in clause 1 to 6 of the RFP separate letter of entrustment of work shall be issued specifying the name of work and time period for executing the different stages of consultancy work shall be reasonable and on mutual consent of both the parties. The time period of work supervision as defined in clause 7 of the Terms of Reference which shall be till the end of the work assigned from time to time, which shall be intimated in the letter of entrustment. Any extension granted to the executing Consultant shall be applicable to the Consultants also as extension of time of Contract.

3.1 Procurement Rules of Funding Consultants.

Furthermore, if the consultants, as part of the services, have the responsibility of advising the MAHAPREIT on the procurement of goods, works or services the consultants shall comply with any applicable procurement guidelines of the MAHAPREIT as the case may be and other funding Consultants and shall at all times exercise such responsibility in the best interest of the MAHAPREIT. Any discounts or commission obtained by the consultants in the exercise of such procurement responsibility shall be for the account of the MAHAPREIT.

3.2 For a period of two years after the expiration of this Contract. The Consultants shall not engage and shall cause their personnel as well as their sub consultants and their personnel not to engage, in the activity of a purchasers (directly or indirectly) of the assets on which they advised the MAHAPREIT under this contract, nor shall they engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The consultants also agreed that their affiliates shall be disqualified for the same period of time from engaging in the said activities.

3.3 The risks and the coverage shall be as follows:

- 1) Third party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their personnel or any sub consultants or their personnel, for the period of consultancy; with a minimum of Rs.3.0 lacks (Rupees three lacks only).
- 2) Third party liability insurance, with a minimum coverage (each occurrence) for 3.0 lacks (Rupees Three lacks only) for the period consultancy;
- 3) Professional liability insurance with a minimum coverage of equal to total contract value for this consultancy.
- 4) Employers liability and workers compensation insurance in respect of the personnel of the consultants and of any sub consultants in accordance with the relevant provision, of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- 5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) the consultants property used in the performance of the services, and (iii) any documents prepared by the consultants in the performance of the services.

3.4 The other action are :

- a) Taking any action under a civil works contract for the project designating the consultants as “Engineer” for which action, pursuant to such civil works contract, the approval of the MAHAPREIT as “Employer” is required.
- b) Getting variations approved from the competent Authority of the MAHAPREIT.

3.5 “The consultants shall not use these documents for purposes unrelated to this contract without the prior written approval of the MAHAPREIT.”

3.6 Provide the consultants, the sub consultants and the personnel with work permits and such other documents as shall be necessary to enable the consultants, Sub – consultants or personnel to perform the service.

3.7 The professional fees payable to (Name of Consultant) for rendering consultancy services under this contract is as per Payment of schedule of this agreement.

3.8 Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in clause 6.4 and within 30 days in the case of the final payment.

4. FORE CLOSURE

The MAHAPREIT may terminate this Contract, by One Hundred Eighty (180) days written notice to be issued by Executive Director, MAHAPREIT, of termination to the Consultant, to be given after the occurrence of any of the event specified in paragraphs (a) to (d) of this Clause.

4.1 In the event that the Consultancy services has to be terminated at any stage for any reason whatsoever during the currency of the consultancy contract, the Development Authority may, by not less than One Hundred Eighty (180) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to

the consultant, terminate the contract.

- 4.2 If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within one eighty (180) days after being finally notified or within such further period as the MAHAPREIT may have subsequently approved in writing.
- 4.3 If the Consultant becomes insolvent or bankrupt as per laws of insolvency.
- 4.4 If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than one eighty (180) days, or such further period as the MAHAPREIT may have subsequently approved in writing.
- 4.5 If the consultant, in the judgment of the MAHAPREIT, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 4.6 Upon termination of this contract, the consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the 'Development Authority'.
- 4.7 The consultant shall be duly paid for the works carried out and services rendered till the date of termination.

In witness, whereof the parties have to have signed this in the day, month and year first herein, above written.

Signed, Sealed and Delivered by	Signed, Sealed and Delivered by
For and on behalf of The MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT)	For and on behalf of The Project Management Consultant

Witness :

1)

2)

APPENDICES

TECHNICAL PROPOSAL: APPENDIX-I-FORM-1- LETTER OF PROPOSAL

(See Clause 2.1.3)

(On Consultant's letter head) (Date and Reference)

To

..... ,
MAHATMA PHULE RENEWABLE
ENERGY & INFRASTRUCTURE
TECHNOLOGY LTD. (MAHAPREIT),
B-501 Pinnacle Corporate Park,
Next to Trade Center, BKC,
Bandra (East), Mumbai – 400051
Website: <https://mahapreit.in>

Sub:

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our **Empanelment of Project Management Consultants (PMC)**. The proposal is unconditional and qualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the MAHAPREIT any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the MAHAPREIT to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial MAHAPREIT or a judicial pronouncement or arbitration award against the Consultant, nor been expelled from any project or contract by any public MAHAPREIT nor have had any contract terminated by any public MAHAPREIT for breach on our part.
6. I/We declare that :
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the MAHAPREIT;

- b) I/We do not have any conflict of interest in accordance with Clause 2.3 and financial rates in appendix II of the RFP Document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or Terms of Reference issued by or any agreement entered into with the MAHAPREIT or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Consultants in accordance with Clause 2.7 of the RFP document.
 8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory MAHAPREIT which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Consultant of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 10. I/We further certify that no investigation by a regulatory MAHAPREIT is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the MAHAPREIT [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
 12. The Earnest Money Deposit of Rs. 2,00,000 (Rupees Two Lakh only) is paid through the Fixed Deposit Receipt/RTGS/NEFT to Bank Account of MAHAPREIT in accordance with the RFP document.
 13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
 14. I/We agree to keep this offer valid for 120 (one hundred twenty) days from the Proposal Due Date specified in the RFP.
 15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith as per APPENDIX-I- FORM-3.
 16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement with the MAHAPREIT as per RFP Condition 2.24 .

17. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the RFP, we shall have no claim, right or title arising out of any documents or information provided to us by the MAHAPREIT or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,
(Signature, name and designation of the authorised signatory)
(Name and seal of the Consultant / Lead Member)

**TECHNICAL PROPOSAL: APPENDIX-I-FORM-2-
PARTICULARS OF THE CONSULTANT**

1.1	Title of Consultancy: Empanelment of Project Management Consultants (PMC)
1.2	Title of Project: Empanelment of Project Management Consultants (PMC)
1.3	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Consultant: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:
1.4	For the Consultant, state the following information: i. In case of non Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address (es) in India. ii. Has the Consultant been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No iii. Has the Consultant ever failed to complete any work awarded to it by any government / semi-government department in last five years? Yes/No iv. Has the Consultant been blacklisted by any government / semi-government department in the last five years? Yes/No v. Has the Consultant suffered bankruptcy/insolvency in the last five years? Yes/No Note: If answer to any of the questions at (ii) to (v) is yes, the Consultant is not eligible for this consultancy assignment. Consultant should submit proof of legality.

1.5	Does the Consultant's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No If yes, does the Consultant agree to limit the Consultant's role only to that of a consultant/ adviser to the MAHAPREIT and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No
1.6	Does the Consultant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No If yes, does the Consultant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the MAHAPREIT only? Yes/No For and on behalf of (Signature, name and designation of the authorised signatory)

**TECHNICAL PROPOSAL: APPENDIX-I-FORM-2A-DETAILS OF
SIMILAR PROJECTS**

(As per eligibility criteria stated in Clause 2.2)

The following information should be provided in the format below for each reference assignment for which your firm, was legally contracted by the Employer stated below:

Sr.No.	Project Name.	Project Cost.	Project Location.	Name of the Client/ Government Dept./ Local Body	Address, Name of contact person (Client)	Date of starting of project.	Date of ending of project.	Description of Actual Services Provided.	Remark.
1.									
2.									
3.									

PLEASE ATTACH THE CLIENT' S CERTIFICATE IN SUPPORT OF THE CLAIM OF EXPERIENCE SIGNED AND STAMPED NOT BELOW THE RANK OF EXECUTIVE ENGINEER OR HIGHER AUTHORITY OF THE ORGANIZATION. IN CASE THE CLIENT' S CERTIFICATE IS NOT ATTACHED, THE CLAIMED EXPERIENCE WILL NOT BE CONSIDERED.

Technoical Proposal : APPENDIX-I-FORM- 2B
Information Regarding Experience of work.

Sl. No.	Category of Experience	No. of Completed Projects/ Works	No. of Ongoing Projects/ Works	Total Project Cost (₹ Crore)	Remarks
1	Water supply Projects				
2	Underground Drainage (Sewerage) Projects				
3	Storm Water Drainage Projects				
4	Water Recycling & Reuse Projects				
5	Solid Waste Management Projects				
6	Environmental Projects (Clean Air, Water, Energy, etc.)				
7	Lake and River Cleaning/Rejuvenation Projects				
8	Mangrove Conservation & Restoration Projects				
9	Environmental Studies, DPRs, Environmental Status Reports, EIA/EMP and Related Consultancy Services				

Authorized Signatory

Name:

Designation:

Date:

Company Seal

Note :- Detail Names of various Projects Completed & Ongoing should be attached separately as per respective categories as mentioned in APPENDIX-I-FORM- 2A.

TECHNICAL PROPOSAL: APPENDIX-I-FORM-3-POWER OF ATTORNEY

Know all men by these presents, we ,..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr /Ms son/daughter/wife of And presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and On our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the at MAHAPREIT, proposed to be undertaken by the MAHAPREIT including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the MAHAPREIT, representing us in all matters before the MAHAPREIT, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the MAHAPREIT in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the MAHAPREIT.

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

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF,202....

For

(Signature, name, designation and address) Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarised by a notary public.

Wherever required, the Consultant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Consultants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**TECHNICAL PROPOSAL: APPENDIX-I-FORM-4-
FINANCIAL CAPACITY OF THE CONSULTANT**

(Refer Clause 2.2.3)

SR NO	FINANCIAL YEAR	ANNUAL TURN OVER (Rs)	NET WORTH (Rs)
1.	2023-24		
2.	2024-25		
3.	2025-26		

Certificate from the Chartered Accountant

This is to certify that..... (Name of the Consultant) has received the payments shown above against the respective years on account of professional fees.

Name of the Chartered Accountant firm:

Seal of the Chartered Accountant firm

Date:

(Signature, name and designation of the authorised signatory)

Note: Please do not attach any printed Annual Financial Statement.

**TECHNICAL PROPOSAL: APPENDIX-I-FORM-5-
PARTICULARS OF KEY PERSONNEL**

S N	Proposed Position	Name of Expert	Educational/professional Qualification	Years of Experience

TECHNICAL PROPOSAL: APPENDIX-I-FORM-6 PROPOSED METHODOLOGY AND WORK PLAN

The proposed methodology and work plan shall be described as follows:

1. Understanding of RFP

The Consultant shall clearly state its understanding of the RFP and also highlight its important aspects. The Consultant may supplement various requirements of the RFP and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the RFP.

2. Methodology and Work Plan

The Consultant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the RFP. The Consultant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Consultant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

**TECHNICAL PROPOSAL: APPENDIX-I-FORM-7-
CURRICULUM VITAE (CV) OF KEY PERSONNEL**

Proposed Position on this Study :
Name of Firm :
Name of Staff :
Birth Date / Age :
Profession :
Year with the Firm :

Educational Qualification :

Employment Record & Present :

Commitments

Period of Employment :
Employer :
Position Held :
Description of Duties and Details of Projects undertaken :

Period of Employment :
Employer :
Position Held :
Description of Duties and Details of Projects undertaken :

Language :

	Read	Write	Speak
English			
Hindi			

Certification :

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes my qualification my experience and me.

Date :

Signature of Staff Member / :
Authorized Official of the Firm

Authorized Official from the Firm :

Notes:

1. Use separate form for each Key Personnel

**TECHNICAL PROPOSAL: APPENDIX-I-FORM- 8-
DECLARATION AND UNDERTAKING**

Declaration and Undertaking on Blacklisting

(Affidavit on Rs.100/- non judicial stamp paper duly notarized)

Date

We certify that in regard to matter other than security and integrity of the country, we have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertaken or which relates to a grave offence that outranges the moral sense of the community.

We hereby declare and confirm that our firm is as on date NOT terminated/blacklisted/debarred in/by any Central Govt./ State Govt. / Board/ Public sector undertaking/Any state/central Govt. Organization, Urban Local body and/or its undertaking companies in last five years.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any Director / Manager / Employees.

We hereby irrevocable any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SWSM / MAHAPREIT / ZP/ DWSM in connection with the Selection Process itself in respect of the above mentioned project.

We do solemnly state that our consulting firm is not black listed by any Central Govt. / State Govt. and its organization / public under takings etc.

This is also to certify that our consulting firm , is not involved in any form of Corrupt and Fraudulent practices in past and will never be involved in future.

I----- Solemnly state on oath that the contents in this Affidavit are true and correct to the best of my knowledge and belief.

Authorized Signature

[In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address

TECHNICAL PROPOSAL: APPENDIX-I-FORM- 9
DETAILS OF EQUIPMENTS AVAILABLE WITH THE TENDERER

Sr No	Name of Equipment	No. of unit	Name of Make	Reference /Licence	Remark
A	List of Survey Equipment's				
B	List of Design software				

Authorized Signature

[In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address

FINANCIAL RATE: APPENDIX-II

A. PMC Charges to Consultant

Fixed Payment/ Fees shall be paid to consultant as per Project cost are given below.

Project Cost (₹ Crore)	Consultancy Fee (%)
0-2	3.50%
2-5	3.20%
5-25	3.00%
26 – 50	2.40%
51 – 80	2.00%
81 – 100	1.80%
101 – 150	1.50%
151 – 200	1.40%
201 – 250	1.30%
251 – 300	1.20%
301 – 350	1.10%
351 – 400	1.00%
401 – 450	1.00%
451 – 500	0.95%
501 – 600	0.90%
601 – 700	0.85%
701 – 800	0.80%
801 – 900	0.78%
901 – 1000	0.75%
1050 Crore & Above	0.73%

- Above Rates are inclusive of applicable GST taxes/ service taxes etc.
- Above Payment/ Fees includes all services, responsibilities, work regarding Project Mangement Consultancy work.
- No extra fees/ charges are admissible at any cost.
- Consultant could not submit conditional Request for Proposal (RFP) regarding payment for PMC work.
- Conditional Proposal differing above fee structure shall be treated as disqualified.

B. Payment Breakup for fees:-

Breakup of payment to consultant for PMC work shall be as follows.

Milestone	Payment (%)
After Administrative Sanction to DPR by Competent Authority/ Department.	15%
After Tender Processing & Appointment of Contractor.	10%
During Supervision & Monitoring of Work	50% (to be paid through RA bills as per payment to main work Contractor)
Operation & Maintenance (O&M) – 1 Year	10% (to be released as 2.5% at the end of each quarter over four quarters)
After Successful Completion and Handover of Project	15%