



**The Mahatma Phule Renewable Energy & Infrastructure Technology Limited,
(MAHAPREIT)**

Invites

E-TENDER FOR

For

**Work of removal, retrofitting, up-gradation and installation of various
utilities in institutional buildings**

Bid No: MAHAPREIT/RESCO/05/2024-25

Date: 17/03/2025

Issued by: -

**The Mahatma Phule Renewable Energy & Infrastructure Technology Limited,
(MAHAPREIT)**

**B-501 Pinnacle Corporate Park, Next to Trade Center, BKC, Bandra (East), Mumbai –
400051**

Website: <https://mahapreit.in>



**MAHATMA PHULE RENEWABLE ENERGY &
INFRASTRUCTURE TECHNOLOGY LIMITED**
Subsidiary of MPBCDC (Gov. of MH Undertaking)

Bid No.: MAHAPREIT/RESCO/05/2024-25

Dated:17/03/2025

The Mahatma Phule Renewable Energy & Infrastructure Technology Limited, Mumbai, India (MAHAPREIT) invites online bids on open tender basis Single Stage Two Envelope (i.e., Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) for **“Work of removal, retrofitting, up-gradation and installation of various utilities in institutional buildings”**.

For the implementation of above-mentioned work, Bidders should submit their bid proposal along with non-refundable Tender Fee and all requisite documents complete in all respects on or before 27/03/2025 up to 16:00 Hours in the office of MAHAPREIT in prescribed format. Bid proposals received without the prescribed Tender Fee and Bid Security shall be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Technical Bid will be opened online on dated 28/03/2025 at 16:30 Hours.

Bid documents which include eligibility criteria, technical and financial specifications, various conditions of Agreement, formats, etc. can be viewed and can be downloaded from <https://www.mahatenders.gov.in/> for online submission.

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DISCLAIMER

1. Though adequate care has been taken while preparing this tender document (inclusive of Formats and Annexures), the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from prospective Bidder at least ten (10) days prior to Bid Submission deadline, whichever is later it shall be considered that the tender document is complete in all respects and has been received by the Bidder. Bidder shall be responsible to read all clauses in tender.
2. MAHAPREIT reserves the right to modify, amend or supplement tender documents including all formats and annexures at any time before Bid Submission deadline. Interested Bidders are advised to follow and keep track of MAHAPREIT's website for updated information. MAHAPREIT is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. MAHAPREIT shall not be responsible and accountable for any consequences to any party.
3. While this tender has been prepared in good faith, neither MAHAPREIT nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this tender, unless as defined in tender or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/2013 or Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.

BID INFORMATION SHEET

Name of work	Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings of MCGM.
Bid Document No:	MAHAPREIT/RESCO/05/2024-25
Estimated Cost	Item Rate Tender
Duration of Work	6 Months from the date of issuance of Purchase Order and site clearance to the contractor.
Broad Scope	Design, equipment supply, installation, supervision, commissioning and comprehensive maintenance for SEVEN years, including required charges etc. for total No of 100 HTS units.
Cost of Bid document (non-refundable)	INR 25,000.00 (Twenty-five Thousand only) + 18% GST
Earnest Money Deposit (Bid security deposit)	INR 28,53,000.00 Rupees Twenty-Eight Lakh Fifty-Three Thousand Only)
Mode of payment (EMD)	E-tender document cost and EMD amount shall be paid through E-payment gateway
Mode of submission of tender	Offer should be submitted on-line on https://mahatenders.gov.in only.
Bid documents available for downloading	From 17.03.2025 at 15:00 hrs to 27.03.2025 till 15:00 hrs
Contact Person	CGM (REEM) Email Id- cgm.reem@mahapreit.in / cgm.resco@mahapreit.in Bid without cost of bid document shall not be considered for the bidding and such bids shall not be opened by MAHAPREIT.
Website for downloading of Bid documents/uploading of filled in Bid Response Sheets only in e-mode	https://www.mahatenders.gov.in/ . No exemption towards Bid Security is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs
Date & Time of Pre-bid meeting	24.03.2025 at 15:00 hrs
Venue of Pre-bid Meeting	MAHAPREIT, B-501 Pinnacle Corporate Park, Next to Trade Center, BKC, Bandra (East), Mumbai – 400051
Last date and time of submission of bid	27.03.2025 at 16:00 hrs
Date & time of opening of Techno-commercial Bid	28.03.2025 at 16:30 hrs
Date & time of opening of Price Bid	Will be intimated later on
Other Details	Other details including details of Portal Registration, Submission of bid, Resubmission and withdrawal of bid can be seen in the bidding documents which is available in

	web site https://mahatenders.gov.in and https://mahapreit.in
Documents to be uploaded	The PDF copies of original Documents should be uploaded on above mentioned web-site and should be produced for the verification on demand after opening of the Technical Bid. The Bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal, https://mahatenders.gov.in , away from opening place. The bids can only be opened by the pre-designated officials only after the opening time mentioned in the bid. In the event of the specified date of bid opening being declared a holiday the bid will be opened at the appointed time and transaction in the next working day.
Currency of Bids	Indian Rupees (INR)
Period of Bid validity	180 days from the last date of submission of bids prescribed by MAHAPREIT and any extension thereof.
Address for Bid submission/ correspondence	MAHAPREIT, B-501 Pinnacle Corporate Park, 5th floor, next to Trade centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051

MAHAPREIT reserves the right to cancel/withdraw this Invitation for Bids without assigning any reason for such decision.

NOTE: This is an e-tender. Offers shall be submitted and processed in electronic mode only. Physical copies of required document may be additionally requested to be provided for verification at later stage. The instructions to Bidder/terms and conditions appearing in this specification only shall be applicable.

The aspiring Applicants will have to download Tender form, from the website <https://mahatenders.gov.in> and <https://mahapreit.in>. The detailed step by step procedure for uploading the Main Documents, required tender documents, Payment of tender fee, and E.M.D through E payment Gateway is available on the e-Tendering website <https://mahatenders.gov.in>. Bidders have to follow the instructions given on the above web site for filling up Main Tender Forms Online.

For purchasing the Tender documents, the bidders will have to get registered with e-tender portal (<https://mahatenders.gov.in>) for the e-tendering process and obtain login credentials to participate in the online Tender process. The details of the same are available on (<https://mahatenders.gov.in>). For registration, enrolment for digital signature certificates and user manual, please refer to respective links provided in e-tendering tab on (<https://mahatenders.gov.in>).

This is a No-Deviation Tender. Any Deviation from any of the clauses/ work/ terms and conditions of work shall attract disqualification of the bidder.

The MAHAPREIT reserves the rights to accept any of the application or reject any or all the application received for above works, without assigning any reasons thereof.

This tender document is not transferable.

SECTION 2

ELIGIBILITY CRITERIA

2.1 Eligibility Criteria

Bidder should have valid electrical contractors license by industries, energy and labour department Govt. of Maharashtra, licensing board, or the contractor should be registered with Tier 1 Municipal Corporation in Maharashtra in class A or equivalent or superior classes registered in central as per new registration in central or state Govt / semi Govt or state public sector undertakings.

The above license/registration should be in the name of the bidder or agency having such certificate shall give an undertaking of support for the same in this tender.

2.2 Technical Capacity

The tenderer(s) in their own name should have satisfactorily executed the work of similar nature in Semi Govt. or Govt. or Public Sector Organizations during last seven (7) years ending last day of month previous to the one in which bids are invited as a prime Contractor.

Or

Experience of manufacturer as above can be considered to qualify his authorised bidder.

In order to be eligible for the bidding process, the bidder must have completed:

Three similar completed works each of value not less than the value equal to Rs. 5,80,00,000 (Five cr. eighty Lakh).

OR

Two similar completed works each of value not less than the value equal to Rs. 7,25,00,000 (Seven Cr twenty-five lakh).

OR

One similar completed works of value not less than the value equal to Rs.11,60,00,000.00 (Eleven Cr sixty lakh).

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

Bidder should submit manufacturer's authorization letter required for Energy efficient devices like BLDC Fans and LED Battens and Energy monitoring systems. Bidder should submit letter of authorization for all the three products. Letter of authorisation for merely one or two product will not be accepted. Or else the tender will be rejected outrightly,

The bidder shall visit the site along with their engineers/technical personal/representative and shall get acquainted with the scope of work to be carried out and shall submit the required documents as instructed in subsequent sections of this bid document along with the undertaking in the format attached as "Undertaking for site visit" while submitting the e-tender failing which, the bidder shall be out rightly rejected.

2.3 Financial Capacity:

The bidder shall have an average annual financial turnover as certified by 'Chartered Accountant' more than or equal to INR.10,00,000,000 (Ten Cr) in last three (3) financial years immediately preceding the Financial Year in which bids are invited.

Net worth should be positive in last FY 2023-24 or latest.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at compound rate of 10 % per annum; calculated from the date of completion to last date of receipt of applications for tenders.

2.4 Similar Experience:

Similar work shall mean work of supply, installation, testing and commissioning of electrical appliances installation works/ energy monitoring systems/ cloud in energy management systems, order for which has been received from any Semi Govt. /Govt. or Public Sector Organizations.

Copy of work order and supporting documentary evidence of work execution t has to be submitted.

SECTION 3

DISCLAIMER

3.1 DISCLAIMER

The information contained in this e-tender document or provided to Bidders(s), whether verbally or in documentary or any other form, by or on behalf of Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT), hereafter also referred as "The Authority", or any of its employees or advisors, is provided to Bidders(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This e-tender includes statements, which reflect various assumptions and assessments

arrived at by The Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This e-tender may not be appropriate for all persons, and it is not possible for The Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e-tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

The Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT), its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Bidders for participation in the Bidding Process. The Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) also accepts no liability of any nature whether resulting from negligence or there wise howsoever caused arising from reliance of any Bidder upon the statements contained in this e-tender.

The Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-tender.

The issue of this e-tender does not imply that The Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) is bound to select and short-list pre-qualified Bidders for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and The Mahatma Phule Renewable Energy and Infrastructure

Technology Limited (MAHAPREIT) reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Bidder and The Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bidder, regardless of the conduct or outcome of the Bidding Process.

SECTION 4

INTRODUCTION

4.1 INTRODUCTION

Background:

Under the initiative of United Nation Framework Convention on Climate Change (UNFCCC) our union Government of India has set an aspirational target to achieving the sustainable Goals across residential commercial and industrial sectors. Among that building sector is promising so as to achieve low hanging targets. Ministry of Power also promoting the Energy Efficiency gadgets and various other programmes to adopt the best of best energy efficiency gadgets. Energy conservation has become a topmost priority in today's scenario in order to have sustainable growth, productivity enhancement & environmental protection. All business sectors are focusing energy conservation & energy efficiency in a larger extent for higher productivity and reducing the operating cost. Efficient energy management, usage of energy efficient technologies and adopting best-practices would help to reduce their energy cost considerably. Therefore, it is crucial that all energy intensive industries and buildings should explore the possibilities of energy conservation avenues in their utilities through Energy Audits.

Municipal Corporation of Greater Mumbai (MCGM) with its education department has taken the initiative to reduce the operating cost on monthly electricity expenditure. At the same time MCGM desires to promote the Energy Efficiency programmes in all schools by way of changing the old equipment's like ceiling Fans, Tube lights and required necessary accessories. It is pertinent that age old stock of existing Ceiling Fans of more than 20 Yrs old technology as well as energy inefficient fans and Tube lights of conventional FTL technology shall be phased out replacing with energy efficient technologies.

MCGM has about 465 schools of all categories across all the 25 wards having an estimated 41,000 nos. of old Ceiling Fans and about 73,000 old Tube lights that are required to be replaced. It is estimated that the energy saving after replacing the Conventional Ceiling Fan with advanced material ABS BLDC fans will be more than 60 % and it will be more than 50 % for Tube Lights if replaced with high lumen LED Battens. MAHAPREIT being the Government PSU has approached the MCGM education department to support this initiative. MAHAPREIT being mandated by the Govt. of Maharashtra to design and implement the Largescale energy efficiency programmes, has been assigned the responsibility of replacing the above-mentioned number of ceiling fans and Tube lights with ABS BLDC fans and LED battens along with installation of energy monitoring devices. Considering the heavy duty working hours for Ceiling fan and considering the humidified atmosphere in Mumbai region the rusting of fans has to be avoided with metal fans so ABS BLDC technology is preferred.

4.2 Scope of Work:

The scope of work is specified in detail in "Section-7" whereas technical details are specified in Section-10" of this tender document, which shall be referred while submitting the offer.

All the quantities mentioned in Bill of Quantities I.e. Section-8, are indicative and not exhaustive and may change/scaled-up to certain extent with the sanction of Competent Authority. However, bidder should submit his offer for specified items considering the quantity in mentioned BOQ, without any prejudice.

SECTION 5

E-TENDERING ONLINE SUBMISSION PROCESS

5.1 E-TENDERING ONLINE SUBMISSION PROCESS

NOTE: This tendering process is covered under Information Technology ACT & Cyber Laws as applicable.

I. Before entering in to online tendering process, the contractors should complete the registration process so as to get User ID for E-tendering links. For this applicants/Bidders shall refer to bidder's manual kit available on website <https://mahatenders.gov.in> for Bid-Submission. The detail guidelines for creation and submission of bid are available in the referred document or at a link

<https://mahatenders.gov.in/nicgep/app?page=HelpForContractors&service=page>

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal.

TO ADD MAHATENDER INSTRUCTIONS FROM OTHER TENDER

MAHAPREIT has rights to annul/cancel the bid of Bidders/contractors who will take any assistance or support, except as may be required by MAHAPREIT, in any form from any of the independent consultant or consulting agency who is directly associated with MAHAPREIT during preparation of tender and agreement.

For participation in e-tendering module, it is mandatory for Bidders to get registration on website <https://www.mahatenders.gov.in> Therefore, it is advised to all Bidders to get register at the E-Procurement portal at the earliest.

a) Tender documents can be downloaded from website <https://www.mahatenders.gov.in> in free of cost. Bidders need to submit the Tender Fee on or before the time of online submission of the bid.

b) Service and gateway charges shall be borne by the Bidders.

c) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) of appropriate class as specified for the E- Procurement system (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra, etc).

d) For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website <https://www.mahatenders.gov.in/>.

e) The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.

f) If Bidder is participating for the first time in e- tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.

g) Bidders are requested to regularly visit our e-tendering website for any clarification and / or extension of due date.

h) Bidder must positively complete online e-tendering procedure at <https://www.mahatenders.gov.in/>.

i) MAHAPREIT shall not be responsible in any way for delay /difficulties/inaccessibility of the downloading facility from the website for any reason whatever.

j) Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.

k) The Bid Security / EMD should be paid online as per requirement of this tender. In case of any problem with online portal or any exigency at Bidder's end, Bid Security may be furnished through other means as per clause 4.12 of this tender.

l) After the final submission of bid, Bidder should ensure that he has received the acknowledgment slip and should keep this slip until opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.

The Bidders shall have to submit their Financial Bid and Technical Bid along with required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule (Key dates) as mentioned in tender. Only documents/ certificates on stamp papers, Bid Security (as applicable) and such other documents as may be prescribed by MAHAPREIT, as a part of Technical Bid shall be submitted to MAHAPREIT in original hard copies and the same should reach to the office undersigned by the Key Dates.

For any type of clarification, Bidders can visit <https://www.mahatenders.gov.in/> and follow the guidelines as below:

To search MAHAPREIT tenders Select Organisation as "Social Justice and Special Assistance" and Department as "Mahatma Phule Renewable Energy and Infrastructure Technology".

For new bidders kindly go through the Bidders Manual Kit <https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>

For FAQ's please go through

<https://mahatenders.gov.in/nicgep/app?page=FAQFrontEnd&service=page>

Bidders who are using SB MOPS other banks (Other than SBI Bank) Internet Banking are requested to make online payment four days in advance.

From 15th August 2024 application fees of Rs. 500 per bid shall be charged from the bidders by Government of Maharashtra.

For online Payment related issues, kindly send an email with Bank Reference Number to this email ID merchant@sbi.co.in for clarifications.

For any technical related queries please call at 24 x 7 Help Desk Numbers as below 0120-4001 005, 0120- 4493395 International Bidders are requested to prefix 91 as country code,

Email Support for any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority Technical - support-eproc@nic.in

SECTION 6

INSTRUCTIONS TO APPLICANTS

INSTRUCTIONS TO APPLICANTS

6.1 Scope of Application:

The Mahatma Phule Renewable Energy & Infrastructure Technology Limited, Mumbai, India (MAHAPREIT) invites online Bids on open tender basis Single Stage Two Envelope (i.e., Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) for “Work of removal, retrofitting, up-gradation and installation of various utilities in institutional buildings

The Applicant should download Main e-tender Document from the website. <https://mahatenders.gov> in

The Online forms of master filter should be filled in completely and all questions should be answered. All information requested for in the enclosed forms should be furnished against the respective columns in the form. If any query is not relevant, it should be stated as “Not Applicable”. Only ‘dash’ reply will be treated as incomplete information. All applicants are cautioned that incomplete information in the application or any change(s) made in the prescribed forms will render application to be treated as non- responsive.

The Main e-tender document shall be typed on applicant’s letterhead and the signed scanned copy shall be uploaded.

Any overwriting or correction shall be attested. All pages of the Main e-tender document shall be numbered and should be submitted as a package with a signed letter of transmittal.

All the information must be filled in English language only.

Information and certificate(s) furnished along with the application form (the respective application that vouches to the suitability, technical know-how and capability of the applicant) should be signed by the applicant.

The applicant is encouraged to attach any additional information, (PDF copies of similar work orders which were already carried out, regarding his capabilities). No further information will be entertained after submission of Main tender document unless it is requested by MAHAPREIT.

The Main e-tender document in prescribed forms as required in this booklet duly completed and signed should be uploaded on web site along with all relevant documents. The documents submitted in connection with the pre- qualification shall be treated as confidential and will not be returned.

The cost incurred by applicant in preparing this offer, in providing clarification or attending discussions, conference in connection with this document, shall not be reimbursed by the MAHAPREIT under any circumstances.

6.2 Method of Applying: -

If the application is made by a firm in partnership, it shall be digitally signed by all Partners of the firm giving their full Typewritten names and current addresses or by a partner holding valid power of attorney on behalf of the firm by signing the application, in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, and the current address of all the partners of the firm shall also accompany the application.

If the application is made by a LLP, it shall be digitally signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the

power of attorney shall accompany the application. Such LLP may be required to furnish satisfactory evidence of its existence before the pre-qualification is awarded.

The application shall be signed to be legally binding on all partners.

6.3 Revision or amendment of tender documents: -

All Rights are reserved to revise or amend the tender document released on website, prior to time specified in time schedule for main e-tender preparation. Any further revisions, amendments or time extensions shall be communicated to all be displayed on website: <https://mahatenders.gov.in> and <https://mahapreit.in>

The amendment shall be part of the Tender Documents and will be notified by publication in the MAHAPREIT and will be binding on the prospective Bidders.

All the intending bidders are advised to keep a close watch on the website of MAHAPREIT in their own interest.

6.4 Manner of submission of e-tender and its accompaniments:

The bidder must download the bid document from website, fill it completely and upload on web site by scanning and digitally signing wherever necessary. Main tender Documents are to be prepared and submitted online Only.

The detailed step by step procedure for uploading the Main Tender Documents, required tender document's, payment of tender fee and E.M.D through E payment Gateway is available on the e-Tendering website of Govt. of Maharashtra <https://mahatenders.gov.in> Bidders must follow the instructions given on the above web site for filling up Main tender Forms Online.

The bidder shall submit the tender and documents online as per the E-Tendering procedure.

6.5 Conflict of interest: -

The selected firm should provide transparent, professional, objective, impartial service and hold MAHAPREIT's paramount with utmost integrity.

The selected Firm shall not downstream or outsource any part of the scope of work from any agency or the advisors appointed by the MAHAPREIT or sublet the work assigned.

Non-disclosure of such an association will lead to the blacklisting the Agency.

In view of the conflict of Interest, any firm having a relation in a Member of the MAHAPREIT shall be barred from applying to the said e-tender.

6.6 Time period of completion of the project:

Entire project should be completed and delivered within Six (6) months from the date of award of Purchase Order and site clearance including monsoon.

The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the Contractor and shall be reckoned from the date on which Purchase Order and site clearance is given to the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence as time being deemed to be the essence of the contract on the part of the Contractor. On failing to do so, the Contractor shall pay as compensation an amount which shall be governed as per Standard General Conditions of Contract.

The Contractor should complete the work as per phase given below:

¼ of the work in	½ of the time
½ of the work in	¾ of the time
¾ of the work in	¾ of the time
Full of the work in	Full of the time

Full work will be completed in Six (6) months including monsoon.

The programme for completion of work shall be a part of the Contract Document in the form of Bar Chart / GANTT Chart. The Contractor is supposed to carry out the work and keep the progress as per Bar Chart/GANTT Chart. The Contractor shall complete the work as per the Schedule given in the Contract and the programme submitted by the Contractor.

6.7 Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of letter of acceptance. If the documents are not submitted within the stipulated time, a penalty of Rs 5,000/- per day will be applicable to the contractor. All contract documents need to be duly affixed with stamp duty properly signed along with evidence/proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him.

If the amount of the Contract Deposit to be paid above is not paid within 30 days

from the date of issue of Letter of Acceptance, the Tender / Contractor already accepted shall be considered as cancelled and legal steps be taken against the contractor for recovery of the amounts.

The amount of Security Deposit retained by the MAHAPREIT shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of security deposit retained by MAHAPREIT shall be adjusted towards the excess cost incurred by the Department on rectification work.

Action when whole of security deposit is forfeited:

In any case in which under any Clause of this contract, the contractor shall have

rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by instalments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Officer-In-Charge on behalf of the MAHAPREIT shall have power to adopt any of the following process, as he may deem best suited to the interest of MAHAPREIT -

To rescind the contract (for which recession notice in writing to the contractor under the head of Competent Authority shall be conclusive evidence) and in that case, the security deposit of the contract shall stand forfeited and be absolutely at the disposal of MAHAPREIT.

To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work- charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract.

The certificate of the Officer-In-Charge as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.

To order that the work of the contractor be measured up and to take such part thereof as shall be un-executed out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Officer-In-Charge as to all the cost of the work and other expenses incurred as aforesaid for or in getting the un-executed work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under Clause above, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Officer-In-Charge shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in Clause being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors amount of excess shall be deducted from any money due to the contractor, by MAHAPREIT under the contract or otherwise, howsoever, or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against MAHAPREIT even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses is adopted by the MAHAPREIT, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchase or procured any materials or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

Contract may be rescinded and security deposit forfeited for bribing a public officer or if contractor becomes insolvent.

If the contractor assigns or sublets his contracts or attempt to do, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents through any public officer, or person in the employ of MAHAPREIT/Govt. in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Officer-In-charge may thereupon, by notice in writing rescind the contract and the Security Deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of MAHAPREIT and the same consequences shall ensure as if the contract had been rescinded under above clause J hereof; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

6.8 Submission of Tender:

6.8.1 TECHNICAL BID ENVELOPE:

The Technical Bid shall contain scanned certified copies of the following documents. Scrutiny of this packet will be done strictly with reference to only the scanned copies of Documents uploaded online in Technical Bid

Valid Registration Certificate.

Copy of GST Registration Certificate.

Certified copies of valid 'PAN' documents and photographs of the individuals, owners, Karta of Hindu un-divided Family, firms, private limited companies, registered co-operative societies, partners of partnership firms and at least two Directors, if number of Directors are more than two in case of Private Limited Companies, as the case may be. However, in case of Public Limited companies, Semi Government Undertakings, Government Undertakings, no 'PAN' documents will be insisted.

Latest Partnership Deed in case of Partnership firm/Pvt Ltd Company/Valid Memorandum of Association/Valid Power of Attorney duly registered

Copy of registration with EPF and ESIC.

The bidders shall categorically provide their Email-ID in Technical.

NOTE:

If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.

If it is found that the tenderer has not submitted required documents in Technical Bid then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of three working days otherwise they will be treated as non-responsive.

6.9 Other Details:

Annual financial turnover for preceding three financial years as certified by Chartered Accountant preceding the Financial Year in which bids are invited. Copies of Applicants duly audited balance sheet and profit and loss account for the preceding three financial years preceding the Financial Year in which bids are invited. (Proforma - II)

Documents stating that, it has access to or has available liquid assets, unencumbered assets, lines of credit and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract in the event of stoppage, start-up, or other delay in payment, of the minimum 15% of the cost of the work tendered for, .Net worth positive of the tenderer's commitment of other contracts (Certificate from Bankers / C.A. / Financial Institution shall be accepted as an evidence).

The bidder shall give undertaking on Rs.500/- stamp paper that it is his/their sole responsibility to arrange the required machineries either owned/on lease or hire basis, at site before start of the work.

Documents providing valid electrical contractors license by industries, energy and labour department Govt of Maharashtra, licensing board, or the contractor registered with any Tier 1 Municipal Corporation in class A or equivalent or superior classes registered as per new

registration in central or state Govt / semi govt or state public sector undertakings. The above license/certificate should be in the name of the bidder or agency having such certificate shall give an undertaking of support for the same in this tender.

Details of Litigation History- If there is no Litigation History, the bidder shall specifically mention that there is no Litigation History against him as per the clause of Litigation History. In case there is Litigation History - Litigation History must cover –Any action of blacklisting, debarring, banning, suspension, deregistration and cheating with MAHAPREIT, State Govt., Central Govt. or any authority under State or Central Govt./Govt. Organization initiated against the company, firm, directors, partners or authorized signatory shall be disclosed for last 3 years from the date of submission of bid. Also, bidder must disclose the litigation history for last 3 years from the date of submission of bid about any action like show cause issued, blacklisting, debarring, banning, suspension, deregistration and cheating with MAHAPREIT and MAHAPREIT is party in the litigation against the company, firm, directors, partners or authorized signatory for carrying out any work for MAHAPREIT by any authority of MAHAPREIT and the orders passed by the competent authority or by any Court where MAHAPREIT is a party. While taking decision on litigation history, the concerned Competent Authority, as may be the case, should consider the details submitted by bidder and take decision based on the gravity of the litigation and the adverse effect of the act of company, firm, directors, partners or authorized signatory on the MAHAPREIT works which can spoil the quality, output, delivery of any goods or any work execution and within the time frame.

Genuineness of the papers/ documents/ certificates/ declaration submitted with bid is the responsibility of the bidder. If at any stage it is found that the papers/ documents/certificates/declaration/mandatory data sheets/schedules/design and layout submitted by the bidder (if authorised dealer/distributor/agent/contractor, then about his manufacturer/s also) are not in order, are forged, manipulated, fabricated or altered, the bid or purchase order issued to the bidder is liable to be cancelled and further necessary action including forfeiture of its EMD/Security Deposit, debarring/blacklisting against the bidder will be taken. Purchaser may also initiate police/legal action and request concerned statutory authority for cancellation of license issued to supplier for tendered items.

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

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

Organizational set up envisaged by the contractors.

Plant & equipment proposed to be deployed for this work.

Site Offices and Laboratories proposed to be set up if proposed.

A note on how the whole work will be carried out (work plan including methodology).

Quality management plan.

All the activities included in the Scope of Work shall be covered in the work plan.

Mandatory documents like annexures, mentioned in Section 10 (Technical Specifications) and proformas, whichever asked.

Note:

The successful bidder shall submit valid registration certificate under E.S.I.C., Act 1948, if the tenderer has more than 10 employees /persons on his establishment (in case of production by use of energy) and 20 employees/persons on his establishment (in case of production without use of energy) to MAHAPREIT as and when demanded. In case of less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs.200/- stamp paper.

The successful bidder shall submit valid registration certificate under E.P.F. & M.P., Act 1952, if tenderer has more than 20 employees/persons on his establishment, to MAHAPREIT as and when demanded. In case if the successful bidder has less employees/persons mentioned above then the successful bidder has to submit an undertaking to that effect on Rs.500/- stamp paper.

Note:

If it is found that the tenderer has not submitted required documents in Technical Packet then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within a time period of three working days otherwise they will be treated as non-responsive.

6.10 Price bid envelope:

Online Price Bid to be submitted as per prescribed format in Price Bid Envelope. No part of price bid shall be mentioned or included in the Technical Bid Envelope or the bidder will be disqualified from the bidding process.

6.11 Bid security or EMD

The Bidder shall furnish, as part of the Bid, Bid Security/EMD, in the amount specified in the Bid Data Sheet. This bid security shall be in favour of the authority mentioned in the Bid Data Sheet and shall be valid till the validity of the bid.

The tenderers shall pay the EMD online only and submit the transaction details of the submission in technical bid.

Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause mentioned above, shall be rejected by the Employer as non-responsive.

The Bid Security/EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.

The Bid Security/ EMD and ASD of non-qualified bidders etc.) shall be refunded immediately after opening of financial bid.

In case, the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if L-2 bidder is agreeable to match the L1 price and extend the bid validity period and ready to deposit the requisite amount of bid security/EMD and ASD to MAHAPREIT within the stipulated time period i.e 15 days, MAHAPREIT will process further as per normal procedure.

6.12 The Bid Security may be forfeited:

if the Bidder withdraws the Bid after bid opening (opening of technical qualification part of the bid during the period of Bid validity;

in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

sign the Agreement; and/or

Furnish the required Security Deposits.

Refund of EMD:

Except successful bidder (s) all other unsuccessful bidders' 100% EMD paid online will be refunded automatically.

The Bid security of successful bidder will be discharged when the bidder has signed the agreement and / or furnish the required Security Deposits as elaborated in Standard Bid Document.

Forfeiture or Entire EMD:

The decision regarding forfeiture of EMD shall be at the rate of 10% of the EMD amount for non-compliance of non-curable clause and for any tender rejections, shall be considered.

Curable Defect shall mean shortfalls in submission such as:

Non-submission of following documents,

Valid Registration Certificate

GST Registration Certificate (GST)

Certified Copies of PAN documents and photographs of individuals, owners, etc.

Partnership Deed, Memorandum of Association and Power of Attorney.

Undertakings as mentioned in the tender document.

Details of Litigation History.

Manufacturer's Authority letter and other documents of Manufacturer.

Non-curable Defect shall mean

In-adequate submission of EMD/ASD amount.

In-adequacy of technical or financial capacity with respect to Eligibility criteria as stipulated in the tender.

Wrong calculation of Bid capacity.

No proper submission of work order / work experience/ performance/completion certificates and other documents like all the Mandatory data sheets/schedules/design and layout as asked in the tender, etc.

Failure to submit the sample and non-payment of testing charges within the stipulated time period and test reports for sample for both the items not conforming to MAHAPREIT requirements shall be treated as non-responsive and tender shall be rejected.

6.13 Bid validity:

Bids shall remain valid for a period of not less than one eighty (180) days after the last date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension.

6.14 Defect liability period:

The Defect Liability Period (DLP) for the work is Two (2) Years.

The Contractor is expected to carry out the work in workmen like manner so as to meet the requirement and specification for the project. It is expected that the workmanship and materials will be reasonably fit for the purpose for which they are required.

Defects or defective work is where standard and quality of workmanship and materials as specified in the contract is deficient. Defect is defined as a failure of the completed project to satisfy the express or implied quality or quantity obligations of the construction contract. Defective construction works are as the works which fail short of complying with the express descriptions or requirements of the contract, especially any drawings or specifications with any implied terms and conditions as to its quality, workmanship, durability, aesthetic, performance or design. Defects in construction projects are attributable to various reasons.

The Officer-In-charge/ Project Officer shall issue the practical completion certificate for the project. During the Defect Liability Period which commences on completion of the work, the Officer-In-charge shall inform or the contractor is expected to be informed of any defective works by the Employer's representative of the defects and make good at contractor's cost with an intention of giving opportunity to the contractor of making good the defects appeared during that period. It is the contractor's obligation under the contract to rectify the defects that appear during Defect Liability Period and the contractor shall within a reasonable time after receipt of such instructions comply with the same at his own cost. The Officer-In-charge/Project Officer shall issue a certificate to that effect and completion of making good defects shall be deemed for all the purpose of this contract to have taken place on the day named in such defect liability certificate.

If defective work or workmanship or design have been knowingly covered-up or conceived so as to constitute fraud, commencement of the Defect Liability Period may be delayed. The decided period may be delayed until discover actually occurs on at least the defect could have been discovered with reasonable diligence, whichever is earlier.

Also, in case of defect, MAHAPRIET shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at the date of commissioning. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice. The Officer/ Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his

inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

It is the Completion Stage when the contractor has completed all of the works and fixed all of the defects that were on the list of issue by Engineer-in-charge. When this happens, the engineer must issue a 'Certificate of Completion'. On the issue of 'Certificate of Completion', the 'Defect Liability Period' starts. The contractor also must issue a 'Certificate statement' as an acknowledgment to the engineer not later than 14 days after the 'Certificate of Completion' has been issued. During the 'Defect Liability Period', the contractor has to obey all written instructions from the engineer to carryout repairs and fix any defects which appear in the Permanent Works. If the contractor does not, due to his own faults finish the repair works or fix the defects by the end of 'Defect Liability Period', the 'Defect Liability Period' will continue until all works instructed by engineer is done.

6.15 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

The security deposit shall mean and comprise of Contract Deposit.

Contract Deposit - The successful tender, here after referred to as the contractor shall pay an amount equal to five (5) percent of the contract sum shall be paid within thirty days from the date of issue of letter of acceptance which will be valid till the end 2 months from the end of defect liability period.

The Contract Deposit may be accepted in the form of Bank Guarantee (BG) or Demand Draft or Government Securities or Fixed Deposit Receipts.

6.16 Refund of Security Deposit (Contract Deposit)

The Contract Deposit shall be released within 60 days after completion of DLP (in case of 2 year DLP) and final consolidation of commercial bills whichever is later.

Legal + Stationary Charges:

Any stationary and legal charges if required to be paid in order to be able to perform as a contract shall be borne by the contractor.

Stamp Duty: (As per applicable circular)

It shall be incumbent on the successful tenderer to pay stamp duty on the contract if required to be paid in order to be able to perform as a contractor shall be borne by the contractor.

The successful bidder shall enter into a contract agreement with MAHAPREIT within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful bidder.

Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City & Mumbai Suburban District be recovered from the concerned work contractors and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of "Superintendent of Stamp, Mumbai" within 15 days from intimation thereof.

All legal charges and incidental expenses in this respect shall be borne and paid by the successful tenderer.

6.17 Important directions

All the information uploaded shall be supported by the corroborative documents in absence of which the information uploaded will be considered as baseless and not accepted for qualification criteria. All the documents shall be uploaded with proper pagination. The page No. shall be properly mentioned in the relevant places. The information shall be uploaded in the sequence as asked for with proper indexing etc. The Bidder shall be fully responsible for the correctness of the information uploaded by him.

Applicants/Bidders shall refer <https://mahatenders.gov.in> for “The Manual of Bid-Submission for Percentage Rate/Item Rate Tender Document.” The detail guidelines for creation and submission of bid are available in the referred document. Any queries or request for additional information concerning this TENDER shall be submitted by e-mail to cgm,ream@mahapreit.in, ed.growth@mahapreit.in, cgm.resco@mahapreit.in and cgm.it@mahapreit.in. The subject shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: TENDER for “Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings”. Any changes in mail ID will be intimated on the portal.

Considering the volume of work MAHAPREIT shall retain the right to distribute the work within two to three bidders provided the L2 and/or L3 bidders shall to match the price with L1 bidder.

The distribution between L2 and or L3 shall be carried out based on proportional turnover of each bidder. However, L1 bidder shall retain minimum than 50% share of the work quantity.

The discretion for the above decision will solely be of MAHAPREIT.

In case of equal percentage of lowest bidders is obtained even after re-quoting, then the successful bidder will be decided by lottery system by concerned Competent Authority.

The bidder shall need to submit the additional ASD if applicable within 7 days after receipt of notification issued by MAHAPREIT

SECTION 7

SCOPE OF WORK

7.1 SCOPE OF WORK:

Subject: “Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings”.

The bidder shall visit under reference, few schools, located within MCGM jurisdiction before bidding to the e-tender, and get well conversant with the site requirements, nature of work, study the details mentioned in the e-tender and obtain clarifications if any, and accordingly quote for the same via e-tender only. He has to fill in the mandatory data sheet for each and every item and upload the same in the e-tender. Any of the bidding forms and mandatory data schedule sheet uploaded in the e-tender if found non-complaint/improper/incorrect/incomplete/vague/does not match with each other or with MAHAPREIT Technical Specification requirement, the e-tender shall be out-rightly rejected, without any further correspondence.

Work shall be carried out as per Technical specifications & scope of work in the bid document.

The successful contractor shall get the material inspected/approved before execution of work.

The successful contractor shall take all necessary measures from safety point of view during the execution of the work in the premises.

MAHAPREIT reserves the right to change the location and any other item within the limit of the contract cost with the sanction of competent authority.

25% additional quantity over and above the schedule quantity can be procured against additional requirement of any government organization / department by taking competent authority's sanction with same, rates, terms and conditions of the successful contractor.

Scope of Work and methodology:

The primary scope covers:

Sr. No.	Item	Quantity
1	Supply, Installation, retrofitting, Testing and Commissioning of LED Tube lights as per given specifications.	
2	Supply, Installation, retrofitting, Testing and Commissioning of ABS BLDC fans as per given specifications.	
3	Supply, Installation Testing and Commissioning of Energy Monitoring Devices as per given specifications.	

7.2 Methodology:

Inventory Assessment: The successful bidder (contractor) will be required to undertake inventory assessment for each school building under consideration and validate the number of fans and tube-lights to be installed. The numbers shall be jointly certified by the building in-charge.

Pre-installation Energy Baseline: For each school building, the successful bidder (contractor) shall install an energy meter for a minimum of two days to get the pre-installation baseline parameters i.e. Connected load (kW), Average Daily Consumption (kWh) and correlate it with the inventory assessment data.

Energy Bill Assessment: The contractor shall submit an analysis of energy bill based on current consumption.

Replacement: The contractor shall carry out point-to-point replacement i.e. Supply, installation, testing and commissioning of inventory i.e. ABS BLDC fans and LED Tube-lights.

Post-Installation Energy Baseline: After installation, once in year till DL period, the contractor shall generate the report using the energy monitoring device providing corresponding details for parameters listed in Clause 7.2.2 (ii).

Hand-over of old inventory: The old inventory removed during the process shall be properly dismantled, categorized and handed over in professional manner to MCGM officials at respective school location as mutually decided upon.

Monitoring: The contractor shall carry out continuous monitoring with respect to the performance of the inventory, breakdown, replacement and regular maintenance. A monthly report about the energy consumption shall be generated and submitted to MAHAPREIT and MCGM at their designated office.

Warranty: Provide 2 years of warranty of equipment and replacement of breakdown equipment within 48 hrs from the time of receipt of report of breakdown.

SECTION 8

BILL OF QUANTITIES

BILL OF QUANTITIES (BOQ)

Name of Work: Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings

Sr No.	Work Description	Qty	Unit	Rate in (Rs.)	Amount in (Rs.)
i.	SITC of Energy efficient ABS BLDC fan	41000	nos.	To be Filled online	To be Filled online
ii.	SITC of LED tube light batten	73000	nos.	To be Filled online	To be Filled online
iii.	SITC of Energy monitoring and control device	350	nos.	To be Filled online	To be Filled online
iv.	CSMC charges for 3years after 2 nd year of DLP for Energy efficient ABS BLDC fan	1 Year		To be Filled online	To be Filled online
v.	CSMC charges for 3 years after 2 nd year of LED tube light batten	1 Year		To be Filled online	To be Filled online
vi.	CSMC charges for 3 years after 2 nd year of Energy monitoring and control device	1 Year		To be Filled online	To be Filled online

Note: The tenderer shall quote inclusive of all taxes (Excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input Tax Credit of GST as available with the bidder will not be claim separately by MAHAPREIT. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the MAHAPREIT by way of equivalent reduction in quoted price.

The bidder shall quote all the items. Partial bidding shall not be accepted and tender will be rejected if the bidder quotes for partial items.

The lowest bidder will be derived on the overall price of bid totally of Item i, ii and iii.

For CSMC rates to be quoted for One year, for additional 2nd and 3rd year price escalation @10% per annum shall be provided for every next subsequent year.

CSMC will be applicable from 3rd and 4th and 5th. CSMC offer is optional and based on the further contract arrangement of the MCGM & MAHAPREIT. MAHAPREIT reserves the right to against the CSMC work.

SECTION 9

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

9.1 General Definitions

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The “Contract” shall mean the tender and acceptance thereof and the formal agreement if any, executed between the Contractor and MAHAPREIT together with the documents referred to therein including these conditions and appendices and any special conditions, the specifications, designs, drawings, price schedules, bills of quantities and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

The Contract Data defines the documents and other information which comprise the Contract.

The “Contractor” shall mean the individual or firm or company whether incorporated or not, whose tender has been accepted by the employer and the legal successor of the individual or firm or company, but not (except with the consent of the Employer) any assignee of such person.

The Bidder is a person or corporate body who has desired to submit Bid to carry out the Works, including routine maintenance till the tender process is concluded.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The “Contract Sum” means the sum named in the letter of acceptance including Physical contingencies subject to such addition thereto or deduction there-from as may be made under the provisions hereinafter contained.

Note: The contract sum shall include the following -

In the case of percentage rate contracts the estimated value of works as mentioned in the tender adjusted by the Contractor's percentage.

In the case of item rate contracts, the cost of the work arrived at after finalisation of the quantities shown in schedule of items / quantities by the item rates quoted by the tenderers for various items and summation of the extended cost of each item.

In case of lump sum contract, the sum for which tender is accepted.

Special discount / rebate / trade discount offered by the tenderer if any and accepted by the Corporation.

Additions or deletions that are accepted after opening of the tenders.

The “Contract Cost” means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.

A Defect is any part of the Works not completed in accordance with the Contract.

The Defects Liability Certificate is the certificate issued by MAHAPREIT, after the Defect Liability Period has ended and upon correction of Defects by the Contractor.

Drawings means all the drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations,

samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Contractor and approved by the Engineer.

The Authority shall mean Mahatma Phule Renewable Energy and Infrastructure Technology Ltd. (MAHAPREIT)

The “Employer” shall mean Managing Director of Mahatma Phule Renewable Energy and Infrastructure Technology Ltd. (MAHAPREIT), for the time being holding the said office and also his successors

The Officer-In-charge shall mean the Chief General Manager (RESCO) in executive charge of the works and shall include the superior officers of MAHAPREIT and shall mean and include all the successors in MAHAPREIT

The Officer's Representative shall mean the Senior Engineer, Assistant Engineer in direct charge of the works appointed by MAHAPREIT.

The “Engineer” shall mean the engineer appointed for the time being or any other officer or officers of the MAHAPREIT who may be authorized by the Competent Authority to carry out the functions of the Engineer-IN-Charge or any other competent person appointed by the employer and notified in writing to the Contractor to act in replacement of the Engineer from time to time.

Contractor’s Equipment means all appliances and things of whatsoever nature required for the execution and completions of the Works and the remedying of any defects therein, but do not include plant material or other things intended to form or forming part of the Permanent Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the construction works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works and works of routine maintenance.

Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

Routine Maintenance is the maintenance of activities of the completed structure for five years as specified in the Contract Data.

The “Site(s)” shall mean the school buildings more specifically mentioned in the special conditions of the tender, on, under in or through which the works are to be executed and any other places provided by the Municipal Corporation for working space or any other purpose as may be specifically designated in the contract as forming part of the site.

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

“Specification” shall mean the specification referred to in the tender and any modification thereof or addition or deduction thereto as may from time to time be furnished or approved in writing by the Engineer.

The Start Date/Commencement Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A Nominated Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work and/or routine maintenance in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

Variation means a change to the: -

Specification and /or Drawings (if any) which is instructed by the Employer.

Scope in the Contract which is instructed by the Employer.

Price in the Contract which is instructed by the Employer.

The Works, as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer. Routine maintenance is defined separately.

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

9.1.1 Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

The documents forming the Contract shall be interpreted in the following documents: (1) Agreement, (2) Letter of Acceptance, (3) Notice to Proceed with the Work, (4) Contractor's Bid, (5) Contract Data, (6) Special Conditions of Contract Part (7) General Conditions of Contract Part I, (8) Specifications, (9) Drawings, (10) Bill of Quantities, and (11) Any other document listed in the Contract Data.

9.1.2 Engineer's Decisions

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain prior approval of some other authorities for specific actions, he will so obtain the approval, before communicating his decision to the Contractor.

Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

9.1.3 Delegation

The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

9.1.4 Communications

All certificates, notices or instructions to be given to the Contractor by Employer/ Engineer shall be sent on the address or contact details given by the Contractor of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

Subcontracting/Nomination/Subletting (NOT APPLICABLE FOR THIS TENDER)

The Contractor shall not be required to obtain any consent from the Employer for:

the sub-contracting of any part of the Works for which the Subcontractor is named in the Contract;

the provision for labour, or labour component.

the purchase of Materials which are in accordance with the standards specified in the Contract.

Beyond what has been stated in clauses 6.1 and 6.2, if the Contractor proposes sub-contracting any part of the work during execution of the Works, because of some unforeseen circumstances to enable him to complete the Works as per terms of the Contract, the Employer will consider the following before according approval:

The Contractor shall not sub-contract the whole of the Works.

The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the MAHAPREIT and shall not relieve the Contractor of any responsibility under the Contract.

The Engineer should satisfy himself before recommending to the Employer whether,

the circumstances warrant such sub-contracting; and

the sub-Contractor so proposed for the Work possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him.

9.1.5 Other Contractors

The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow and safety of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

9.1.6 Personnel

The Contractor shall employ for the construction work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to those of the personnel stated in the Contract Data.

The Contractor's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.

If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the MAHAPREIT /State Government and has either not completed two years after the date of retirement or has not obtained MAHAPREIT/State Government's permission to employment with the Contractor.

9.1.7 Employer's and Contractor's Risks

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

9.1.8 Employer's Risks

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

9.1.9 Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause, are the responsibility of the Contractor.

Insurance

The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

Loss of or damage to the Works, Plant and Materials;

Loss of or damage to Equipment;

Loss of or damage to property (other than the Works, Plant, Materials, and Equipment) in connection with the Contract; and

Personal injury or death.

Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

Alterations to the terms of insurance shall not be made without the approval of the Engineer.

Both parties shall comply with any conditions of the insurance policies.

If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premiums shall be debt due.

Insurance can be obtained from any Insurance organization.

Site Investigation Reports

The Contractor, in preparing the Bid, may rely, at his own risk, on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

Queries about the Contract Data

The Engineer will clarify queries on the Contract Data.

Contractor to Construct the Works and Undertake Maintenance (if specified in the tender)

The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings and as per instructions of the Engineer.

The Contractor shall construct the works with intermediate technology, i.e., by manual means with medium input of machinery required to ensure the quality of works as per specifications. The Contractor shall deploy the equipment and machinery as required in the contract.

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and byelaws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in future by the State or Central Government or the local authority.

Approval by the Engineer

The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

The Contractor shall be responsible for design and safety of Temporary Works.

The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.

The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

All Drawings prepared by the Contractor if any for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

9.1.10 Safety

The Contractor shall be responsible for the safety of all activities on the Site. He shall comply with all applicable safety requirements and take care of safety of all

persons entitled to be on the site and the works. He shall use reasonable efforts to keep the site and the works, both during construction and maintenance, clear of unnecessary obstruction so as to avoid danger to the persons and the users.

The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Power warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

9.1.11 Safety Programs: -

Have adequate safety supervision in place to ensure that safety programs set up by the firms/agencies are in compliance with prevalent laws and regulations.

Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.

Monitor day to day implementation of safety procedures.

9.1.12 First Aid Facilities: -

At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

The first-aid box shall be distinctly marked with a red cross on white back ground.

Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

Nothing except the prescribed contents shall be kept in the First-aid box.

The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

9.1.13 Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

9.1.14 Possession of the Site (NA)

The Employer shall handover complete or part possession of the site to the Contractor 7 days in advance of construction programme. At the start of the work, the Employer shall handover the possession of at-least 75% of the site free of all encumbrances, the remaining 25 % of the possession as per contractor's construction programme.

9.1.15 Access to the Site

The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/persons/agency authorized by: a. The Engineer b. The Employer or authorized by the Employer.

9.1.16 Instructions

The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

The Contractor shall permit the appointed and/or authorized persons to inspect the Site and/or accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed, if so required. The Contractor's attention is invited to Clause of 'Fraud and Corruption', which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under the Clause & constitute a obstructive practice subject to contract termination

Engineer to have power to issue further drawings or instructions:

The Engineer shall have the power and authority from time to time and at all times to make and issue such further drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the good and sufficient execution of the works according to terms of the specifications and Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specification, and the Engineer may also alter or vary the levels or position of nature of works contemplated by the specifications, or may order any of the works contemplated thereby to be omitted, with or without the substitution of any other works in lieu thereof, or may order any work or any portion of work executed or partially executed, to be removed, changed or altered, added if needful, may order that other works shall be substituted instead thereof and difference of expense occasioned by any such diminution or alteration so ordered and directed shall be added to or deducted from the amount of this Contract, as provided under condition hereinafter.

No work which radically changes the original nature of the Contract shall be ordered by the Engineer and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of Contract he shall nevertheless carry it out and disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with condition

The time for completion of the Works, shall be in even of any deviations resulting in additional cost over the contract price being ordered, be extended or reduced reasonably by the Engineer. The Engineer's decision in this case shall be final.

9.2 Time Control:

Programme Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme, including Environment Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

After the completion of the construction works, the programme for the Routine Maintenance Work, showing the general methods, arrangements, order and timing for all the activities involved in the Routine Maintenance will also be submitted by the Contractor to the Engineer for approval if specified in the tender. The programme for Routine Maintenance will be submitted in each year for the period of Maintenance.

The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipment's being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

9.2.1 Extension Of Time In Contracts:

Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

9.2.2 Extension attributable to MAHAPREIT

Extension Due To Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case should not be less than 30 days before the expiry of the date fixed for completion of the works.

Extension For Delay Due To MAHAPREIT: In the event of any failure or delay by the MAHAPREIT to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the MAHAPREIT due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the MAHAPREIT may grant such extension(s) of the completion date as may be considered reasonable.

Note: For extension of time period as governed in (i) and (ii) above, any modifications in design/drawings, specifications, quantities shall be needed to be justified with recorded reasons with approval of Officer-In-Charge for not anticipating the same while preparing estimates and draft tender.

9.2.3 Extension Of Time For Delay Due To Contractor:

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed no later than the date(s) / the programme for completion of work as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in above as (a.i) and (a.ii), the MAHAPREIT may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Engineer may decide. On such extension the MAHAPREIT will be entitled without prejudice to any other right and remedy available on that behalf, to recover the compensation as governed by tender conditions.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued.

Further, competent authority while granting extension to the currency of contract under of as above may also consider levy of penalty, as deemed fit based on the merit of the case. Also, the reasons for granting extension shall be properly documented.

9.2.4 Delays Ordered by the Engineer

The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of CGM RESCO.

9.2.5 Management Meetings

The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.

The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

9.3 Quality Control

Work to be open to Inspection and Contractor or Responsible agent to be present

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Eng-in-charge and his subordinates and the contractor shall at all times during the usual working hours, at all other times, during the usual working hours and at all other times at which reasonable notice of the intention of the Eng-in-charge and his subordinates to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have responsible agent duly accredited in writing present for that purpose. Order given to the contractors' duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Notice To Be Given Before Work Is Covered Up

The contractor shall given ot less than ten days' notice in writing to the Eng-In-Charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof taken before the same is so covered up or placed beyond the reach of measurements and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Eng-In-Charge or his subordinate in-charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractors expenses, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed

Works to be executed in accordance with specifications / drawings / orders etc.:

The contractor shall execute the whole and every part of the work the most substantial and workman like manner and both has regards material and every other respect in strict accordance with specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer In-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site or work during office hours. The contractor shall be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost.

Testing

MAHAPREIT may take out random samples for the purpose of testing samples of BLDC fans and LED tube lights, all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing at manufacturer's facility, NABL labs and on-site before execution. Before use shall be in suitable packages to contain them and shall be provided free of charge by the contractor. The cost of testing shall be borne by the contractor even if the result of the sample confirms or do not confirm to the relevant BIS code, as per Mahapreit specifications.

All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contactor himself.

The failed material shall be removed from the site by the contractor at his own cost within a week time of written order of the Engineer-in-charge.

Correction of Defects noticed during the Defects Liability Period.

The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after five years. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

The Engineer may issue notice to the Contractor to carry out removal of defects or deficiencies, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects and deficiencies within the period specified in the notice and submit to the Engineer a compliance report.

Uncorrected Defects and Deficiencies

If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause and deficiencies in maintenance, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect or deficiency corrected, and the Contractor shall pay this amount, on correction of the Defect or deficiency by another agency.

9.4 Cost Control

9.4.1 Variations

The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

9.4.2 Payments for Variations

If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate.

The rate for Extra/Excess shall be governed by General Condition of Contract

9.4.3 Cash Flow Forecasts

When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

9.4.4 Payment Certificates

The payment to the Contractor will be as follows:

A bill shall be submitted by the Contractor monthly or before the date fixed by the Engineer In-charge for all works executed in the previous month, and the Engineer In-charge shall take or cause to be taken requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer In-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the

measurement list shall be sufficient warrant, and Engineer In-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor. The bill shall then be certified by concerned officials from the client's engineering department for installation and commissioning whose approval shall be considered for release of the payments.

The value of work executed shall be determined, based on measurements by the Engineer.

The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

The value of work executed shall also include the valuation of Variations and Compensation Events.

The contractor shall submit all bills on the printed forms at the office of Engineer In-charge. The charges to be made in the bills shall always be entered at the rates specified in tender.

9.4.5 Payments

Payments shall be adjusted for deductions for advance payments, retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Clients' Engineer and within 15 days of the date of each certificate provided the payment is received from Client. .

All sums payable by a contractor by way of compensation under any of these conditions, shall be considered as a reasonable compensation to be applied to the use of MAHAPREIT without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

No payment shall be made for any work estimated to cost less than Rupees One Thousand till after the whole of work shall have been completed and the certificate of completion given. But in the case of works estimated to cost more than Rs. One Thousand, the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer In-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actual done and completed and shall not preclude the Engineer In-charge from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the offering of any claim not shall it conclude, determine or effect in any other way, the powers of the Engineer In-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise the Engineer In-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor for not having given early warning or not having cooperated with the Engineer.

9.4.6 Tax

The tenderer shall quote inclusive of all taxes other than GST (excluding GST), levies, duties, cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/ invoice.

Input Tax Credit of GST as available with bidder will not be claim separately by MAHAPREIT. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the MAHAPREIT by way of equivalent reduction in quoted price.

9.4.7 Currencies

All payments will be made in Indian Rupees.

9.4.8 Liquidated Damages

Both, the Contractor and the Employer have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damages to the Employer and not by way of penalty, at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The Employer and the contractor have agreed that this is a reasonable agreed amount of liquidated damage. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

9.4.9 Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

9.5 Finishing the Contract

Handover of old Material

The old removed tube lights & Fans shall be properly removed, sorted, packaged, labelled as per building name, scientifically stacked and handed over to MCGM at designated storage area in each building. This shall be done in the presence of MCGM Building-In-Charge and a copy of challan / material receipt with signature of contractor and MCGM Building-In-Chage shall be submitted to MAHAPREIT,

9.5.1 Third Party Verification:

On commencement of work, the contractor in consultation with MAHAPREIT and it's client, shall identify minimum 1 % of buildings as focus buildings wherein detailed energy audit will be carried out pre and post installation of the energy saving devices by engaging any reputed and authorized energy auditing firm at the cost of contractor.

The contractor shall also validate energy consumption readings (kW and average daily kWh) pre and post installation from reputed and authorized energy auditing firm at the cost of contractor.

MAHAPREIT will choose the third-party agency in consultation with the selected Contractor and Measurement & Verification methodology will be decided in line with the standard deemed energy saving methodology.

9.5.2 Completion of Installation and Maintenance

The Contractor shall request the Engineer to issue a certificate of completion of the construction of the works, and the Engineer will do so upon deciding that the works is completed. This shall be governed as per General Conditions of Contract.

9.5.3 Taking Over

The Employer shall take over the works within seven days of the Engineer issuing a certificate of completion of works. The Contractor shall continue to remain responsible for its routine maintenance during the maintenance period if specified in the contract.

9.5.4 Final Account

Final joint measurement along with the representatives of the contractor should be taken recorded and signed by the Contractors. Contractors should submit the final bill within 1 month of physical completion of the work.

If the contractor fails to submit the final bill within 1 month, the MAHAPREIT staff will prepare the final bill based on the joint measurement within next 3 months.

Client Engineer's decision shall be final in respect of claims for defect and pending claims against contractors.

No further claims should be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bills in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the Commissioner shall be made within a reasonable period as may be necessary for the purpose of verification etc.

After payment of the final bill as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of a disputed portion of the final bills and if he fails to do so within 84 days, his disputed claim shall be dealt with as provided in the contract.

The contractor has to submit the bill for the work carried out within 15 days from the date of completion of the work to the respective executing department. If the contractor fails to submit their bills to concerned executing department, penalty or action as shown below will be taken for each delayed bill: -

After 15 days from the date of completion/running bill up to certain date, up to next 15 days i.e. up to 30 days	Equal to 5% of bill amount
Next 15 days up to 45 days from the date of completion/running bill up to specified date	Equal to 10% of bill amount

If not submitted within 45 days from the date of completion/ R.A. bill	Bill will not be admitted for payment.
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9.5.5 Operating and Maintenance Manuals

If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

9.5.6 Termination

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

Fundamental breaches of Contract shall include, but shall not be limited to, the following:

the Contractor stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;

the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;

the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

the Contractor does not maintain a Security, which is required;

the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in relevant clause.

the Contractor fails to provide insurance cover as required under relevant clause.

if the Contractor, in the judgment of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC in competing for or in executing the Contract.

if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and

any other fundamental breaches as specified in the Contract Data.

if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

When either party to the contract gives notice of a breach of contract to the Engineer for a cause other than those listed above, the Engineer shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Employer may terminate the Contract for convenience.

If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

9.5.7 Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for value of the work done and materials ordered less liquidated damages, if any, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt due from the Contractor to the Employer

If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

9.5.8 Property

All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the Contractor, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

9.6 Other Conditions of Contract

9.6.1 Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

9.6.2 Compliance with Labour Regulations

During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

Furthermore, the Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance guarantee. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

9.6.3 Drawings and Photographs of the Works

The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work as required by Engineer In-charge and lastly after the completion of the work. No separate payment will be made to the Contractor for this.

The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under above clause, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

The Apprentices Act, 1961

The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

9.6.4 Contract Document:

The documents forming the contract are to be taken as mutually explanatory of one another. Unless otherwise provided in the contract, the priority of the documents forming the contract shall be, as follows:

Contract Agreement (if completed)

The letter of Acceptance

The Bid:

Addendum to Bid; if any

Tender Document

The Bill of Quantities:

The Specification:

Product Manuals, Warranty Certificates

Any document generated jointly as a part of ongoing work or prior to completion of work

General Conditions of Contracts

All correspondence documents between bidder/contractor and MAHAPREIT.

9.6.5 Conflict of Interest

The Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if

A constituent of such Applicant is also a constituent of another Applicant; or

Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or

The Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this TENDER. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

9.6.6 Applications and costs thereof

No Applicant shall submit more than one Application for the Project. An applicant applying individually shall not be entitled to submit another application either individually. The Applicant shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

9.6.7 Acknowledgment by Applicant

It shall be deemed that by submitting the Application, the Applicant has:

made a complete and careful examination of the tender;

received all relevant information requested from the Authority;

accepted the risk of inadequacy, error or mistake in the information provided in the tender or furnished by or on behalf of the Authority relating to any of the matters referred; and

Agreed to be bound by the undertakings provided by it under and in terms hereof.

“The Authority” shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TENDER or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

Right to accept or reject any or all Applications/ Bids

Notwithstanding anything contained in this TENDER, “The Authority” reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

“The Authority” reserves the right to reject any Application and/ or Bid if:

at any time, a material misrepresentation is made or uncovered, or

the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

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 including the concession thereby granted by “The Authority”, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER, be liable to be terminated, by a communication in writing by “The Authority” to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this TENDER, the Bidding Documents, the Concession Agreement or under applicable law.

“The Authority” reserves the right to verify all statements, information and documents submitted by the Applicant in response to the TENDER. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

The bid shall be rejected if the bidder-

Stipulates the validity period less than 180 days.

Stipulates own condition/conditions.

Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

9.6.8 Clarifications

Applicants requiring any clarification on the tender may notify “the Authority” in writing or by fax or e-mail. They should send in their queries before the date specified in the header data. “The Authority” shall Endeavor to respond to the queries within the period specified therein. The responses will be sent by fax and/or e-mail. The Authority will forward all the

queries and its responses thereto, to all purchasers of the TENDER without identifying the source of queries.

“The Authority” shall Endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification, but not later than the date provided in header data.

“The Authority” may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the tender. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

9.6.9 Amendment of tender

At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the tender by the issuance of Addendum.

Any Addendum thus issued will be sent in writing/ Fax/ Email to all those who have purchased the tender.

In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

9.6.10 Preparation and Submission of Application

9.6.10.1 Language

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

9.6.10.2 Format and signing of Application

The Applicant shall provide all the information sought under this TENDER. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection. The Applicant will upload bid in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded has to be digitally signed by the bidder. These copies shall be certified by Practicing Notary approved by the Govt. of Maharashtra or Govt. of India with his stamp, clearly stating his name& registration number, except where original documents are demanded.

9.6.10.3 Marking of Applications

The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents, upload in folder as “VENDOR” together with their respective enclosures.

Applications submitted by fax, telex, telegram shall not be entertained and shall be rejected outright.

9.6.10.4 Late Applications

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

9.6.10.5 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 Authority or as may be required by law or in connection with any legal process.

9.6.10.6 Clarification Of Financial Bids

To assist in the examination, evaluation and comparison of Bids, the Engineer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e-mail. No Bidder shall contact the Engineer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. Any effort by the Bidder to influence the Engineer in the Engineer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

9.6.10.7 Inspection of site and sufficiency of tender:

The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable),

the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender. He shall also take into consideration the hydrological and climatic conditions.

The Employer may make available to the Contractor data on buildings as obtained by or on his behalf from investigations relevant to the works but the Contractor shall be responsible for his own interpretation thereof. The contractor shall engage his investigating agency with prior approval of the Engineer from the approved list of such agencies by MAHAPREIT or Govt at his cost initially before commencing actual work and which shall be reimbursed immediately subject to satisfaction of the Engineer for faithful compliance and submission of required data regarding such investigation within specified time.

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items / quantities, or in Bill of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works. No extra charges consequent on any misunderstanding.

Not Foreseeable Physical Obstructions or Conditions: If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Contractor, determine:

any extension of time to which the Contractor is entitled and

The amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price, and shall notify the Contractor accordingly.

Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer. However, such costing shall be got approved by the competent authority as governed vide rules prevailing with authority.

9.6.10.8 Official Secrecy:

The Contractor shall of all the persons employed in any works in connection with the contract that the India Official Secrets Act 1923 (XIX of 1923) applies to them and will continue to apply even after execution of the said works and they will not disclose any information regarding this contract to any third party. The contractor shall also bring into notice that, any information found to be leaked out or disclosed the concern person as well as the Contractor will be liable for penal action; further the Corporation will be at liberty to terminate the contract without notice.

9.6.10.9 Subsequent Legislation:

If on the day of submission of bids for the contract, there occur changes to any National or State statute, Ordinance, decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Contractor, such additional or reduced cost shall, after due consultation with the Contractor, be determined by MAHAPREIT and shall be added to or deducted from the Contract Price with prior approval of competent authority and MAHAPREIT shall notify the Contractor accordingly with a copy to the Employer. MAHAPREIT reserve the right to take decision in respect of addition/reduction of cost in contract.

9.6.10.10 Patent, Right and Royalties:

The contractor shall save harmless and indemnify MAHAPREIT from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material

used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works or any of them.

9.6.10.11 Payments, Tax and Claims:

The limit for unforeseen claims

Under no circumstances whatever the contractor shall be entitled to any compensation from MAHAPREIT on any account unless the contractor shall have submitted a claim in writing to the Officer-in-charge within 1 month of the case of such claim occurring.

No interest for delayed payments due to disputes, etc:

It is agreed that the MAHAPREIT or its Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its officer's hands owing to any dispute or difference or claim or misunderstanding between the MAHAPREIT or its Officer on the one hand and the contractor on the other, or with respect to any delay on the part of the MAHAPREIT or its Engineer or Officers in making periodical or final payments or in any other respect whatever.

9.7 Settlement of Disputes:

9.7.1 Termination of contract for death

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the legal representative of the individual Contractor or the proprietor of the proprietary concern and in case of partnership, the surviving partners, are incapable of carrying out and completing the contract, the Competent Authority shall be entitled to cancel the contract as to its uncompleted part without MAHAPREIT being in any way liable to payment of any compensation to the estate of the deceased Contractor and or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Competent Authority that the legal representative of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Competent Authority shall not hold estate of the deceased Contractor and or surviving partners of the Contractor's firm liable in damages for not completing the contract.

9.7.2 Settlement of Disputes:

If any dispute or differences of any kind whatsoever other than those in respect of which, the decision of any person is, by the Contract, expressed to be final and binding) shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with or arising out of the Contract or carrying out of the Works (Whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract) it, the aggrieved party may refer such dispute within a period of 7 days to the concerned Competent Authority who shall constitute a committee comprising of three officers. The Committee shall give decision in writing within 60 days. Appeal on the Order of the Committee may be referred to the Competent Authority within 7 days. MAHAPREIT within a period of 90 days after being requested to do so shall give written notice of committee's decision to the Contractor. Save as herein provided such decision in respect of every matter so

referred shall be final and binding upon both parties until the completion of the works, and shall forthwith be given effect to by the Contractor who shall proceed with the works with due diligence, whether he requires arbitration as hereinafter provided or not. If the Competent Authority has given written notice of the decision to the Contractor and no Claim to arbitration has been communicated within a period of 90 days from receipt of such notice the said decision shall remain final and binding upon the Contractor.

9.7.3 Arbitration and Jurisdiction:

If the Competent Authority shall fail to give notice of the decision as aforesaid within a period of 90 days after being requested as aforesaid or if the Contractor be dissatisfied with any such decision, then the Contractor may within 90 days after receiving notice of such decision or within 90 days after the expirations of the first named period of 90 days (as the case may be) require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

i) In case of a contract where the contract price and /or contract value is less than Rs. 5,00,00,000/- (Five Crore only), any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to a mutually agreed arbitral tribunal in accordance with the Arbitration and Conciliation Act, 1996 (amended upto date). The arbitral tribunal shall consist of a sole arbitrator, as mutually agreed upon by the parties and the said dispute shall be finally resolved by the said arbitral tribunal. The decision of the arbitral tribunal shall be in writing (with reasons) and which will be final and binding upon the parties hereto and the expenses of the arbitration shall be paid as may be determined by the arbitration shall be within the limits of MAHAPREIT. The language of The Arbitration shall be English.

If the parties fails to appoint mutually agreed arbitral tribunal, within the period of 30 days from the date of application seeking arbitration in the dispute, the arbitral tribunal shall be appointed by the recognised arbitral institution i.e Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No.1,/2017/D-19 dtd.28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules")

ii) In case of contract where the contract price and /or contract value is Rs. 5,00,00,000/- (Five Crore only) or more, any dispute arising out of or in connection with such a contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the recognized arbitral institution i.e Mumbai Centre for International Arbitration (approved by Government of Maharashtra under G.R. no. ARB/Case No.1,/2017/D-19 dtd.28.02.2017) as per the Arbitration Rules of the Mumbai Centre for International Arbitration then in force ("MCIA Rules"). The arbitral tribunal shall consist of a sole arbitrator. The seat of the arbitration shall be Mumbai. The language of the Arbitration shall be English.

In either case, the law governing this arbitration agreement and the contract shall be Indian law.

9.7.4 Copyright:

The copyright of all drawings and other documents provided by the Contractor under the contract shall remain vested in the Contractor or his sub-contractors as the case may be the employer shall have a license to use such drawings and other documents in connection with the design, construction, operation, maintenance of the works. At any time the Employer shall have further license without additional payment to the Contractor to use any such drawings or documents for the purpose of making any improvement of the works or

enlargement or duplication of any part thereof, provided that such improvement, enlargement, or duplication by itself or in conjunction with any other improvements, enlargements or duplications already made in accordance with the further license does not result in the duplication of the whole works.

9.7.5 Receipts to be signed in firm's name by any one of the partners:

Every receipt for money which may become payable or for any security which may become transferable to the Contractor under these present shall, if signed in the partnership name by any one of the partners, be a good and sufficient discharge to MAHAPREIT in respect of the money or security purporting to be acknowledged thereby, and in the event of death of any of the partners during the pendency of this contract, it is hereby expressly agreed that every receipt by any one of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the MAHAPREIT may hereafter have against the legal representatives of any partners so dying or in respect of any breach of any of the conditions thereof, provided also that nothing in this clause contained shall be deemed prejudicial or affect the respective rights or obligations of the Contractors and of the legal representatives of any deceased Contractors interest.

9.7.6 Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

9.7.7 Correspondence with the Applicant

Save and except as provided in this TENDER, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

9.8 Payment:

9.8.1 Interim Payment:

Interim bills shall be submitted by the Contractor from time to time (but at an interval of not less than one month) for the works executed/ supply of material. The Engineer shall arrange to have the bills verified by taking or causing to be taken, where necessary, the requisite measurement of work.

Payment on account for amount admissible shall be made on the Engineer certifying the sum to which the Contractor is considered entitled by way of interim payment for all the work executed/ supply of material, after deducting there from the amount already paid, the security deposit / retention money and such other amounts as may be deductible or recoverable in terms of the contract.

On request, the contractor will be paid upto 70 percent of the value of the work carried out/ material supplied as an adhoc payment in the first week of next month after deducting there from recoveries on account of advances, interest, income tax etc. The balance payment due will be paid thereafter.

9.8.2 JOINT VENTURE (Not applicable for this tender)

In case if Joint Venture is allowed for the Project, the guidelines for JV as follows shall be incorporated in the Tender Document:

Joint Venture should be allowed only when the number of identifiable different works is more than one and/or the estimated cost of tender is more than Rs.100 Crores. JV shall also be allowed for complex technical work below Rs.100 Crores with the approval of concerned AMC

Separate identity/name shall be given to the Joint Venture firm.

Number of members in a JV firm shall not be more than three in normal circumstances, if the work involves only one discipline (say Civil or Electrical).

A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.

The tender form shall be purchased and submitted in the 'name of the JV firm or any constituent member of the JV.

Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.

One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.

A copy of Letter of Intent or Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligation shall be furnished in the agreement.

Once the tender is submitted, the agreement shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this agreement shall be extended till the currency of the contract expires.

Approval for change of constitution of JV firm shall be at the sole discretion of the MAHAPREIT. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.

Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.

On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.

On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the MAHAPREIT before signing the contract agreement for the work. (This agreement format should invariably be part of the tender condition). In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint venture agreement shall have, inter-alia, following clauses: -

Joint and several liabilities - The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (MAHAPREIT) for execution of the project in accordance with General and Special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the MAHAPREIT during the course of execution of the contract or due to no execution of the contract or part thereof.

Duration of the Joint Venture Agreement -It shall be valid during the entire period of the contract including the period of extension if any and the maintenance period after the work is completed.

Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

Authorized Member -Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.

No member of the Joint Venture firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer in respect of the said tender/contract.

Documents to be enclosed by the JV firm along with the tender:

In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:

Notary certified copy of the Partnership Deed,

Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).

Power of Attorney (duly registered as per prevailing law) in favor of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.

In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.

In case one or more members is/are limited companies, the following documents shall be submitted:

Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

Copy of Memorandum and articles of Association of the Company.

Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

All the members of the JV shall certify that they have not been black listed or debarred by MAHAPREIT from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members / partners.

Credentials & Qualifying criteria: Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfilment of the following criteria:

Technical eligibility criteria: In case of Work involving single discipline, the Lead member of the JV firm shall meet at least 35% requirement of technical capacity as stipulated in tender document.

OR

In case of composite works (e.g. works involving more than one distinct component such as Civil Engineering works, M&E works, Electrical works, etc. and in the case of major bridges, substructure and superstructure etc.), at least one member should have satisfactorily completed 35% of the value of any one component of the project work so as to cover all the components of project work or any member having satisfactorily completed 35% of the value of work of each component during last seven financial years.

In such cases, what constitutes a component in a composite work shall be clearly defined as part of the tender condition without any ambiguity.

Financial eligibility criteria: The contractual payments received by the JV firm or the arithmetic sum of contractual payments received by all the members of JV firm in any one of the previous three financial years and shall be at least 100% of the estimated value of the work as mentioned in the tender.

9.8.3 Compensation for delay:

If the Contractor fails to complete the works and clear the site on or before the Contract or extended date(s) / period(s) of completion, he shall, without prejudice to any other right or remedy of MAHAPREIT on account of such breach, pay as agreed compensation, amount calculated as stipulated below (or such smaller amount as may

be fixed by the Engineer) on the contract value of the whole work or on the contract value of the time or group of items of work for which separate period of completion are given in the contract and of which completion is delayed for every week that the whole of the work of item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the contract or the extended date of completion. For this purpose the term 'Contract Value' shall be the value of the work at Contract Rates as ordered including the value of all deviations ordered. Completion period will be calculated from the date of PO and site clearance.

Completion period for projects (originally stipulated or as extended) not exceeding 6 months: to the extent of maximum ½ percent per week, maximum to the tune of 10%.

When the delay is not a full week or in multiple of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.

Provided always that the total amount of compensation for delay to be paid this condition shall not exceed the undernoted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.

Completion period (as originally stipulated or as extended) not exceeding 6 months: 10 percent maximum.

The amount of compensation may be adjusted set off against any sum payable to the contractor under this or any other contract with the MAHAPREIT.

Action And Compensation Payable In Case Of Bad Work And Not Done As Per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers of MAHAPREIT or any organization engaged by the MAHAPREIT for Quality Assurance and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Officer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under general condition of contract in section 9 of tender document (for Compensation for delay) for this default. In such case the Officer-in Charge may not accept the item

of work at the rates applicable under the contract but may accept such items at reduced rates as the Officer-in-charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

If the penalisation amount exceeds maximum limit with respect General Conditions of Contract, then a show cause notice shall necessarily be issued to the contract as to why the contract should not be terminated.

9.8.4 Contractors remain liable to pay compensation:

In any case in which any of the powers conferred upon the Engineer In-charge by the relevant clauses in documents that form a part of contract as exercised or is exercisable in the event of any future case of default by the Contractor, he is declared liable to pay compensation amounting to the whole of his security deposit. The liability of the Contractor for past and future compensation shall remain unaffected.

In the event of the MAHAPREIT taking action against these relevant clauses, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work of site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by MAHAPREIT, may after giving notice in writing to the Contractor or his staff of the work or other authorized agent require him to remove such tools and plants, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with any such requisition, the MAHAPREIT may remove them at the contractors expense or sell them by auction or private sell on account of the Contractor at his risk in all respects and certificate of the MAHAPREIT as to the expense of any such removal and the amount of the proceeds an expense of any such sell be final and conclusive against the Contractor.

9.8.5 No Claim To Any Payment Or Compensation Or Alteration In Or Restriction Of Work

if at any time after the execution of contract documents, the Engineer shall for any reason whatsoever, desires that the whole or any part of the works specified in the Tender should be suspended for any period or that the whole or part of the work should not be carried out, at all, he shall give to the Contractor a Notice in writing of such desire and upon the receipt of such notice, the Contractor shall forthwith suspend or stop the work wholly or in part as required after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury the work already done or endanger the safety thereof, provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor.

The Contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

Where the total suspension of Work Order as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the Engineer within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineering to record the final measurement of the work already done and to pay final bill. Upon giving such Notice, the Contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurement and make such payment as may be finally due to the contractor within a period of 90 days from the

receipt of such Notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

Where the Engineer required to Contractor to suspend the work for a period in excess of 30 days at any time or 60 days in the aggregate, the Contractor shall be entitled to apply to the Engineer within 30 days of the resumption of the work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained ideal on the site of on the account of his having an to pay the salary of wages and labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect of any such suspension whatsoever occasion by unsatisfactory work or any other default on his part, the decision of the Engineer in this regard shall be final and conclusive against the contractor.

Contractor to supply plant, ladder, scaffolding, etc and is liable for damages arising from non-provision of lights, fencing, etc.

The Contractor shall supply at his own cost all material, plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original altered or substituted form and whether included in the specification of other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Eng-In-Charge as to any matter as to which under these conditions is entitled to be satisfied, or which is entitled to require together with the carriage therefore to and from the work.

The Contractor shall also supply without charge, the requisite number of person with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurements of examination at any time and from time to time of the work or materials, failing which the same may be provided by the Engineer In-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof, or offers sufficient portion thereof.

The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor be paid for compromising any claim by any such person.

9.8.6 Prevention of Fire:

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Officer-In-charge. When such permit is given, and also in all cases when destroying cut or dug up trees brushwood, grass, etc., by fire, the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The Contractor shall make his own arrangements for drinking water for the labour employed by him.

Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of MAHAPREIT property including any damage caused by spreading the fire shall be estimated by the Officer-In-charge or such other officer as he may appoint and the estimate of the Officer-in-charge to the decision of the Competent Authority on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damages or deducted by the Officer-In-charge from any sums that may be due or become due from MAHAPREIT to contractor under this Contract or otherwise. Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought to prevent the spread of fire and he shall pay any damages and costs that may be awarded by the Court in consequence.

In the case of Tender by partners, any change in the constitution of the firm shall be forthwith, notified by the contractor through the Engineer In-charge for his information.

9.8.7 Action where no specifications:

In the case of any class of work for which there is no such specifications, such works shall be carried out in accordance with the specifications and in the event of there being no such specifications, then in such case, the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer In-charge.

Safety and medical help:

The Contractor shall be responsible for and shall pay the expenses of providing medical help to any workmen 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 contractor forthwith and be included without prejudice to any other remedy of MAHAPREIT from any amount due or that may become due to the Contractor.

The contractor shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall maintain the same in condition suitable for immediate use at any time.

The workers shall be required to use the safety equipment's so provided by the contractor and the contractor shall take adequate steps to ensure the proper use of equipment's by those concerned.

When the work is carried on in proximity to any place where there is risk or drawing all necessary equipment's shall be provided and kept ready for use and all necessary steps shall be taken for the prompt rescue of any person in danger.

No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance of works, on account of ant delay in according to sanction of estimates.

SECTION 10

SPECIFICATIONS & SELECTION OF MATERIAL

10.1 Technical Specification

Nature Of Work: Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings

Area of Work: Various locations in Mumbai

Completion Period: 6 months.

Technical Specifications:

The technical specifications have been worked out considering overall operational requirements and the purpose of the project.

Hence, the bidder is required to strictly follow the technical specifications provided below.

In addition to this, the bidder shall mandatorily provide certificate of adhering to technical specifications Any deviation from the technical specifications and requirements thereof shall outrightly rejected by MAHAPREIT, the technical data sheet given below has to be filled by the bidder compulsorily.

10.2 Technical Specification for ABS Material BLDC Fan

General Specification

Fan should have smart and energy efficient with Brush Less Direct Current motor which should consume less power and generate less noise.

The fan should not generate heat to its external body.

The fan speed should be controlled through the infrared remote control

Infra-Red remote control if required should consist of more than 10 keys to control the speed, time adjustment, sleep mode.

The fan should silent working and should not generate humming noise.

It should have auto switch off sleep timer for selectable time slot.

Color of fan: White

The company should ISO:9001.

10.2.1 Electrical specification

The fan should have consistent performance capacity to work on 140Volts to 285Volts, 50 Hz A.C. supply with power fluctuation.

Service value/ Air delivery: >7

Power consumption: 27 – 30 W

THD less than 20%

Frequency: 48.5 Hz to 51.5 Hz

Air delivery: 220-230 CMM

Power factor: >0.9

Mechanical specification

Number of blades: 3

Total Span of fan: 1150 to 1200mm

Bearing: deep groove Double sided steel shielding two bearing sealed type.

The fan should comply and tested as per BIS 374 standards 2019.

All blades should be Aerodynamic shape minimum 2mm from motor side to 1mm thick outer side properly shaped made by ABS material with anti-rusting corrosion free.

Extremely silent operation with aerodynamic shape

Housing motor body of fan (Hub) : ABS rust free material and easy to clean

speed control: min 5 steps with boost mode

Timer mode option with min 3 setting

Motor power supply installed outside motor body inside canopy for easy repair.

Make & manufactured in India product with min 80% material should be made in India.

Demonstration compulsory.

Test and certifications

All fan certified under BEE 5 Star Label programme and valid test certificate should be enclosed along with tender.

10.3 Technical Specification for LED Batten

LED Batten Body / housing made by ABS / PPE /PC material with integrated LED driver with mounting bracket / clamp.

LED system wattage should be 18-20 watt and lumens delivery >1800 lumens

LED batten should have efficacy ≥ 100 lumens per watt

LED Batten should have high transparency diffuser

LED batten should be BIS certified

Mfg in India and company should have ISO 9001

Color temp of LED lights 5800-6500K white

Color rendering index >70%

Operating voltage 230 V, 50 Hz

Warranty 2 year

Sample Demo compulsory

10.4 Technical Specification For Energy monitoring & control device

Hardware Device

Ability to install device without replacing any circuit components inside existing panel.

Schedule the lamp on/off based on remote configuration from software.

Three phase relay contacts to control load phase wise/separate circuits which can be scheduled independently.

Flexible control options to configure on-off schedule as,

- Instant Mode – instant on with software
- Fixed Mode – User defined on and off timing
- Astronomical Mode – Automatic scheduling based on sunset and sunrise timing
- Hybrid Mode – Automatic scheduling for turn on based on sunset and user defined off timing.

Provision to add offset time to sunset-sunrise timing for finer configuration.

Configuration setting to be stored in non-volatile memory in device.

On-Off scheduling to work even without internet connectivity.

Device should have internal real time clock with CMOS battery backup ≥ 5 years

Device to measure all three-phase electrical parameters like voltage, current, power factor, power, frequency, energy, with class ≤ 1 accuracy.

Electrical parameters to be synced with software as per user defined sampling time.

Electrical parameter sampling timing to be configurable from 1 minute to 30 minute.
01,3,5,10,15,30 Min interval

Group level load fault indication possible with metering.

Electrical fault indication such as over-voltage, under-voltage, power cut, power anomaly, incorrect power factor, out of schedule On /Off, Phase missing, Device power failure.

Device should have ability to store electrical parameter data for last 6 weeks at interval time of 1 hour and sync it with software.

Device should store events like power-up & relay on-off and sync it with software.

Device should have provision to connect to internet via GPRS/GSM, 2G/4G

Communication modem shall be modular, shall have provision to replace in future with dual sim card 4G and support diversify antenna without changing device.

For GPRS connectivity device should have easily accessible sim card slot and antenna connector.

All communication from device to software should be secured through TCP protocol with AES-128 encryption.

Provision to update device firmware remotely through software.

Device should have provision to connect to external current transformers in all phases.

Device shall have 3 Phase power supply, able to work on any single phase available automatically.

Device shall get power by battery only if all 3 phase missing.

Device shall have battery backup ≥ 2 hours. Cloud Software & Mobile application

The application should be hosted on third party cloud server with uptime of 99.99%. The server physical location should be in India.

Web based application with dashboard displaying total energy, total load, all electrical parameters in graphical format on dashboard.

Provision to display relay status, fault status, power status network connectivity of each and every device.

Auto mail facility for monthly reports to user as per user requirement.

Alerts notification should be user level and can configure different rules for different devices.

Shall have configurable dashboard to view data. Bar chart etc. in widgets format.

Each device should be identified using unique serial number, device name, device panel number.

Ability to schedule each device from software with multi select option. Software should be able to fetch RTC time and sunset-sunrise time from device.

Software should have provision to generate tabular report and download it in pdf & csv format. Software should have provision to extract electrical data report, event report, operational hour report & lamp failure report.

All the devices should be visible on map view with accurate location.

10.5 Device Parameters

Electrical	
Supply Voltage	Between 90 to 440 VAC (440V for 10 min)
Supply Frequency	50/60 Hz
Maximum Power Consumption	≤ 10 Watts
Operating temperature	Between 0 to $\geq 65^{\circ}$ C
Relay Contact Rating	≥ 10 A 250VAC
Communication Technology	GSM/GPRS with inbuilt modem
Communication Protocol	TCP IP
Communication Security	AES 128-bit encryption
Device Timing	RTC with battery backup
Number of phase supported	Three Phase
Electrical parameter captured phase wise	Voltage, Current, Power factor, Power, Energy, Frequency.
Measurement Accuracy	Class ≤ 1.0
Load Monitoring Capacity	≥ 60 A per phase

LED Indication	Device Status, Network Connectivity, Software Connection & Modem Power
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10.6 Certificates:

The products should have following certification as mentioned below from the manufacturer whose authorisation letter has been submitted, without these certificate the tender will be rejected outrightly:

BIS Certification for LED batten

Valid 5-star labelling for BLDC fan, manufactures valid test report from valid NABL lab as per BIS 374-2019 (latest).

10.7 Replacement Guarantee:

The bidder shall provide an undertaking from Principle Manufacturer, for providing fully support to the bidder for this specific project. It will be the responsibility of the bidder to replace the parts

The bidder shall provide an undertaking from Principle Manufacturer, for providing fully support to the bidder for this specific project. It will be the responsibility of the bidder to replace the parts against any Manufacturing defects during the 2 years guarantee period. The Principal Manufacturer shall give the undertaking for the above clause & replacement guarantee for the complete system. The undertaking shall be given on Rs.100/- stamp paper only, this undertaking shall be uploaded in the tender as per attached format of the tender.

The principle manufacturer shall also give an undertaking on Rs.100/- stamp paper as per attached format of the tender for arranging to attend break down/complaint, the complaint/ replacement shall be done free of cost and shall be covered under Guarantee clause against manufacturing defects, the defect parts shall be removed & new ones will be installed during the 2 years guarantee period.

No rectification or repairing of the material will be allowed, the parts will be strictly replaced.

General condition of the tender for testing of material:

10.8 Payment of Testing Charges and Submission of Tender samples for Testing: -

1. On or before the due date and opening of Technical Packet, the responsive bidder, who participated in the bid, shall submit samples for item no. 1 & 2 & 3. For testing fees MAHAPREIT will be inform by e-mail given by them, to pay testing charges.

2. Accordingly tenderer shall pay testing charges (actual charges will be infirmed upon separately) including 10% administrative charges and excluding GST in DD/pay order at MAHAPREIT..... For the payment of testing charges, the copy of the challan shall be obtained from this office.

3. The tenderer shall submit receipt of payment of testing charges along with samples as mentioned, in the office of the MAHAPREIT, Mahatma Phule Renewable Energy & Infrastructure Technology Limited, B-501 Pinnacle Corporate Park, Next to Trade Center, BKC, Bandra (East), Mumbai – 400051 as per e-mail received from MAHAPREIT, after opening of Technical packet.

4. If bidder fails to pay the required Testing charges as mentioned above and failed to submit the samples as prescribed, his offer will be treated as non-responsive. Further, EMD paid by him shall be forfeited at the rate of 10% of the EMD amount and / or penal action such as blacklisting may be taken against the bidder.

5. Tenderers must submit following identical set of samples within 3 days from date of receipt of e-mail from office of MAHAPREIT after opening of Technical packet. The samples will be tested for to check the performance and design as per BIS 374 for fan, for Batten as per tender specification & MAHAPREIT requirement

6. The above mentioned identical sets of samples consisting 1 BLDC Fan and 1 LED Batten shall be submitted sealed separately. The size of label shall be approximately 10cm x 5cm. Following details of the bidder shall be mentioned on the label.

Name & Address of Bidder

Vendor Number

Tender Number

Due Date

Description of Sample

7. On demand, the tenderers have to pay the difference of testing charges, if any, as admissible including 10% administrative charges within four days' receipt of intimation letter from MAHAPREIT, failing which their tender will be rejected outright and action as deemed fit will be initiated against them.

8. The samples received after date & time specified in e-mail sent by the office of MAHAPREIT shall not be accepted.

9. Samples shall be sent by the office of the MAHAPREIT to Government /NABL certified laboratory.

10. If test report of bidder received from the Govt./ NABL certified lab for any item is not found "satisfactory", i.e. not found as per MAHAPREIT specification and requirements, then their Price Bid will not be opened, even though he is responsive in Technical Bid.

11. The sample submitted by the tenderers will be used for testing etc. and therefore, will not be returned to the tenderers and the cost thereof will not be reimbursed.

12. Third party testing of BLDC fan to be done at any Govt /Govt. Recognized/ NABL certified lab, before opening of price bid to check the performance and design as per BIS 374 for fan, for Batten as per tender specification.

13. Report of Govt./ Govt. Recognized/NABL certified lab on tender samples of the bidder sent for testing by MAHAPREIT will be considered as final and no correspondence will be entertained in this regards.

10.9 Random sample testing from supply lot:-

1. Sample of BLDC fan as per BIS 374, for LED Batten as per tender specification, shall be drawn from the supplied lot from the installation site, sample will be drawn on random basis, jointly by the representative of MAHAPREIT and the representative of supplier for testing through Govt./NABL certified lab.
2. If the test report of the supply sample is not found in consonance with the pre-tested sample submitted along with the tender, or in-house testing, the supply shall be rejected and
 - a. if the default committed by the tenderer / supplier is of first time he is liable for penalty up to 20% of the total purchase cost and
 - b. if the default committed is of second time, the firm shall be blacklisted for a period of three years and
 - c. if the default committed is of third time or more than, the firm shall be permanently blacklisted.
3. Test report of Government / Government Recognized/ NABL certified lab of supply lot sample sent for testing by MAHAPREIT will be considered as final and no correspondence will be entertained in this regard.
4. The supply lot sample will be used for testing etc. and therefore, will not be returned to the tenderer and the cost thereof will not be reimbursed.

The sample from the supply lot will be got tested at MAHAPREIT Cost and in the event of failure, the testing charges will be recovered from the contractor's bill pending with the Corporation.

The test results will be circulated to departments who have received material from the supplied lot.

The sample from the supply lot destroyed in testing is to be replaced free of cost by the supplier.

Necessary action regarding defective supply/incomplete supply/delay supply and dispute if any, with the vendor shall be resolved by the user department with the help of the competent authority.

10.10 General Instructions to the Bidders:

The bidder shall note that while executing the work, if any additions/alteration/commissions required to be carried out then the prior approval of MAHAPREIT shall be obtained for each item before proceeding further. It shall be incumbent on the part of the contractor to carry out the same. It is also essential on the part of the contractor to inspect the site before submitting their offer and no claim arising out of ignorance will be entertained later on.

MAHAPREIT reserves the right to accept the lowest or any offer or reject any or all offers as deem fit.

Go-down/store room shall be provided to the Contractor for the protection of material at the site till completion of work as work complete same shall be vacate immediately.

The light and water shall be provided free to the contractor where available at site only.

The successful bidder will be solely responsible for any damages to the property, accidents and injurious to human life of contractor's labourers. He will be responsible for making good to the damage property & will arrange for the compensation to any loss or damages to human life or site, if caused.

Penalty @ ½ % per (half percentage) week or part thereof subject to maximum limit of 10% of value work not carried out in time is to be deducted from the supplier's bills, as per condition of the tender. Completion period will be calculated from date of PO/site clearance. Material on site shall be made clear by the user department before commencing the work.

Sd/-

10.11 Payment Schedules (Running Bill/ Final Bill will be accepted)

Item No	Item Description	Payment Condition	Payment (in %)
01	Supply of material	After receipt of supply of material and quantity verification at site.	70%
02	Installation of above system	After successful Installation of the appliances and systems.	20%
03	Testing & Commissioning of above system	After successful Testing and commissioning of the systems and submission of energy verification report.	10%
04	For CSMC	CSMC bill shall be submitted Quarterly after the end of DLP of 2 years from the date of commissioning.	100%

Procedure for Bill Submission for running bills/ final bill and Release of Payment zone/ ward wise:

Running bills will be accepted by MAHAPREIT as per the milestones as mentioned in Clause 10.11 as per following conditions:

The material delivered at site shall be supported by Delivery Challan from the contractor. The contractor shall get the quantity as mentioned in the challan, verified by an officer of MAHAPREIT with his stamp and signature. The material shall be delivered at a designated storage place assigned by the client.

The contractor shall club multiple delivery challans as delivered at sites zone/ ward wise during the contract period and raise invoices attaching the acknowledged copies of challans for payments as per single/ multiple orders received zone/ ward wise.

Invoice shall be raised for installations during the work for single/ multiple orders. All installation certificates shall be validated by MAHAPRIET's officer with his stamp and signature.

Similar invoices shall be raised for testing and commissioning during the work for single/ multiple orders. However, the payment for Milestone Clause 10.11, Item 03, the payment will be made only after the condition for third party validation as mentioned in Section- General Conditions of Contract, Section E, Clause 40.

FOR CSMC, invoices shall be submitted every monthly after the end of DLP of 2 years from the date of commissioning in case CSMC contract is approved by client.

SECTION 11

ANNEXURES

ANNEXURE I: ON BIDDERS' LETTERHEAD

TECHNICAL DATA OF ABS BLDC FAN, LED BATTEN AND ENERGY MONITORING DEVICE TO FILLED BY THE BIDDER.

(Note:- It is mandatory for the bidder to fill in the below mentioned data sheet & upload in the e-tender. The technical specification of the e-tender shall be filled in appropriately.)

Sr. No.	MAHAPREIT Requirement of Energy efficient ABS body BLDC Fan	To be filled by the Bidder
1.	Fan should have smart and energy efficient with Brush Less Direct Current motor which should consume less power and generate less noise.	
2.	The fan should not generate heat to its external body.	
3.	The fan speed should be controlled through the infrared remote control	
4.	Infra-Red remote control if required should consist of more than 10 keys to control the speed, time adjustment, sleep mode.	
5.	The fan should silent working and should not generate humming noise.	
6.	It should have auto switch off sleep timer for selectable time slot.	
7.	The fan should have consistent performance capacity to work on 140Volts to 285Volts, 50 Hz A.C. supply with power fluctuation.	
8.	Total Span of fan: 1150 to 1200mm	
9.	Service value/ Air delivery: >7	
10.	Power consumption: 27 – 30 W	
11.	Frequency : 48.5 Hz to 51.5 Hz	
12.	Air delivery: 220-230 CMM	
13.	Power factor >0.9	
14.	Number of blades : 3	
15.	Bearing: deep groove Double sided steel shielding two bearing sealed type.	
16.	The fan should comply and tested as per BIS 374standards 2019.	

17.	All blades should be Aerodynamic shape minimum 2mm from motor side to 1mm thick outer side properly shaped made by ABS material with anti-rusting corrosion free. Extremely silent operation with aerodynamic shape	
18.	Housing body of fan (Hub) : ABS rust free and easy to clean	
19.	Speed control: min 5 steps with boost mode	
20.	Timer mode option with min 3 setting	
21.	Motor power supply installed outside motor body inside canopy for easy repair.	
22.	Make & manufactured in India product with min 80% material should be make in India. Self-Declaration	
23.	Colour of fan: White	
24.	The company should ISO:9001	
25.	Demonstration compulsory.	
26.	THD less than 20%	
27.	Warranty should be 2 years.	

Seal & Signature of the

Tenderers with Rubber Stamp

Sr. No.	MAHAPREIT Requirement of LED Batten.	To be filled by the Bidder
1.	LED Batten Body / housing made by ABS / PPE /PC material with integrated LED driver with mounting bracket / clamp.	
2.	LED system wattage should be 18-20 watt and lumens delivery >1800 lumens	

3.	LED batten should have efficacy ≥ 100 lumens per watt	
4.	LED Batten should have high transparency diffuser	
5.	LED batten should be BIS certified	
6.	Mfg. in India and company should have ISO 9001	
7.	Color temp of LED lights 5800-6500K white	
8.	Color rendering index $>70\%$	
9.	Operating voltage 230 V, 50 Hz	
10.	Warrantee 2 year	
11.	Sample Demo compulsory	

Seal & Signature of the

Tenderers with Rubber Stamp

Sr. No.	MAHAPREIT Requirement of Energy Monitoring & control device.	To be filled by the Bidder
I	Hardware Device	
1.	Ability to install device without replacing any circuit components inside existing panel.	
2.	Schedule the lamp on/off based on remote configuration from software.	
3.	Three phase relay contacts to control load phase wise/separate circuits which can be scheduled independently.	
4.	Flexible control options to configure on-off schedule as, Instant Mode – instant on with software. Fixed Mode – User defined on and off timing. Astronomical Mode – Automatic scheduling based on sunset and sunrise timing. Hybrid Mode – Automatic scheduling for turn on based on sunset and user defined off timing.	
5.	Provision to add offset time to sunset-sunrise timing for finer configuration.	
6.	Configuration setting to be stored in non-volatile memory in device.	
7.	On-Off scheduling to work even without internet connectivity.	
8.	Device should have internal real time clock with CMOS battery backup ≥ 5 years	
9.	Device to measure all three-phase electrical parameters like voltage, current, power factor, power, frequency, energy , with class ≤ 1 accuracy.	
10.	Electrical parameters to be synced with software as per user defined sampling time.	
11.	Electrical parameter sampling timing to be configurable from 1 minute to 30 minute. 1,3,5,10,15,30 Min interval	

12.	Group level load fault indication possible with metering.	
13.	Electrical fault indication such as over-voltage, under-voltage, power cut, power anomaly, incorrect power factor, Out of schedule On /Off, Phase missing, Device power failure.	
14.	Device should have ability to store electrical parameter data for last 6 weeks at interval time of 1 hour and sync it with software.	
15.	Device should store events like power-up & relay on-off and sync it with software.	
16.	Device should have provision to connect to internet via GPRS/GSM, 2G/4G	
17.	Communication modem shall be modular, shall have provision to replace in future with dual sim card 4G and support diversify antenna without changing device.	
18.	For GPRS connectivity device should have easily accessible sim card slot and antenna connector.	
19.	All communication from device to software should be secured through TCP protocol with AES-128 encryption.	
20.	Provision to update device firmware remotely through software.	
21.	Device should have provision to connect to external current transformers in all phases.	
22.	Device shall have 3 Phase power supply, able to work on any single phase available automatically.	
23.	Device shall get power by battery only if all 3 phase missing.	
24.	Device shall have battery backup ≥ 2 hours. Cloud Software & Mobile application	

25.	The application should be hosted on third party cloud server with uptime of 99.99%. The server physical location should be in India.	
26.	Web based application with dashboard displaying total energy, total load, all electrical parameters in graphical format on dashboard.	
27.	Provision to display relay status, fault status, power status network connectivity of each and every device.	
28.	Auto mail facility for monthly reports to user as per user requirement.	
29.	Alerts notification should be user level and can configure different rules for different devices.	
30.	Shall have configurable dashboard to view data. Bar chart etc. in widgets format.	
31.	Each device should be identified using unique serial number, device name, device panel number.	
32.	Ability to schedule each device from software with multi select option. Software should be able to fetch RTC time and sunset-sunrise time from device.	
33.	Software should have provision to generate tabular report and download it in pdf & csv format. Software should have provision to extract electrical data report, event report, operational hour report & lamp failure report.	
34.	All the devices should be visible on map view with accurate location.	
II	Device Parameters:	
1.	Supply Voltage: Between 90 to 440 VAC (440V for 10 min)	
2.	Supply Frequency: 50/60 Hz	
3.	Maximum Power Consumption: <=10 Watts	

4.	Operating temperature: Between 0 to $\geq 65^{\circ}\text{C}$	
5.	Relay Contact Rating: $\geq 10\text{A } 250\text{VAC}$	
6.	Communication Technology: GSM/GPRS with inbuilt modem	
7.	Communication Protocol: TCP IP	
8.	Communication Security: AES 128-bit encryption	
9.	Device Timing: RTC with battery backup	
10.	Number of phase supported: Three Phase	
11.	Electrical parameter captured phase wise: Voltage, Current, Power factor, Power, Energy, Frequency.	
12.	Measurement Accuracy: Class ≤ 1.0	
13.	Load Monitoring Capacity: $\geq 60\text{A}$ per phase	
14.	LED Indication: Device Status, Network Connectivity, Software Connection & Modem Power	

Seal & Signature of the

Tenderers with Rubber Stamp

ANNEXURE II: ON BIDDERS' LETTERHEAD

DEVIATION SCHEDULE

Name of Work: Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional

Buildings

Bid No.: MAHAPREIT/RESCO/05/2024-25

(The bidder shall state any deviation from the specifications, terms and conditions of documents contained in the offer. Irrespective of references to deviation made in covering letter/ correspondence/ drawings/ catalogs, the bidder shall list separately all deviations in the schedule.)

Full name and address Sign & Seal of Tenderer

ANNEXURE III: MANUFACTURER’S GUARANTEE CERTIFICATE

(On Rs.100/- stamp paper)

To,

MAHATMA PHULE RENEWABLE ENERGY &
INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT),
B-501, Pinnacle Corporate Park,
Next to Trade Center,
Bandra Kurla Complex,
Bandra East, Mumbai 400051

This is to certify that (Name of manufacturer) M/s. -----
manufacturing -----unit at-----
-----do hereby confirm to offer free
replacement guarantee for 2 years for the complete system against any manufacturing defects
, from the date of its installation to by our authorized dealer-----
-----.

Place:

Seal of Manufacturer & Sign of

Authorised signatory

Date:

ANNEXURE IV: MANUFACTURERS AUTHORISATION CERTIFICATE

(In case of tenderer who are authorized by the manufacturer)

(On Letter head of Manufacturer)

To,

MAHATMA PHULE RENEWABLE ENERGY &
INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT),
B-501, Pinnacle Corporate Park,
Next to Trade Center,
Bandra Kurla Complex,
Bandra East, Mumbai 400051

This is to certify that M/s..... are Authorized
of since..... till date for dealing in
.....

We authorize them to quote for the tenderbearing tender no
..... to be submitted on..... and also promise to provide
all the necessary technical support & after sales service free of cost for 2 years during the
contract period .

We further declare that we have not been charged with any prohibitory and /or penal action
such as banning(for specific time or permanent)/de-registration or any other action under the
law by any Government and/or Semi Government and/or Government
undertaking and/or Public Sector Organizations and/or any of the procurement agencies,
autonomous Bodies under the organisations stated above.

Place :

Seal of Manufacturer & Sign of

Authorised signatory

Date :

ANNEXURE V: PROFORMA TO BE TAKEN FROM MANUFACTURER

(In case of manufacturer bidding the e-tender)

(On Letter head of Manufacturer)

To,

MAHATMA PHULE RENEWABLE ENERGY &
INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT),
B-501, Pinnacle Corporate Park,
Next to Trade Center,
Bandra Kurla Complex,
Bandra East, Mumbai 400051

Subject: - _____

Dear Sir,

We, _____ an established and
reputed manufacturer of _____ having factory/factories at
_____ participating for tender No. _____ to be submitted on _____

We, as manufacturer, agree to provide complete support and guarantee along with complete after sales support throughout the contract period as for 2 years specified in the e-tender.

We further declare that we have not been charged with any prohibitory and /or penal action such as banning (for specific time or permanent)/de-registration or any other action under the law by any Government and/or Semi Government and/or Government undertaking and/or Public Sector Organizations and/or any of the procurement agencies, autonomous Bodies under the organisations stated above.

Place:

Seal of Manufacturer & Sign of

Authorised signatory

Date:

ANNEXURE VI: MANUFACTURER'S SERVICE BREAK DOWN CONFIRMATION

(On Rs.100/- stamp paper)

This is to certify that (Name of manufacturer) M/s. -----
-----manufacturing ----- do hereby confirm to attend break down
calls/complaint. Replacement shall be done free of cost and shall be covered under Guarantee
for Manufacturing defects, the defected parts shall be removed & new ones will be installed
during the 2year Guarantee period, from the date of its installation to _____ by our
authorized dealer-----.

Place:

Seal of Manufacturer & Sign of

Authorised signatory

Date:

ANNEXURE VII: PRICE BID FORMAT

Name of Work: Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings

Sr. No.	Description	Qty	Unit	Rate in (Rs.)	Amount in (Rs.)
i.	SITC of Energy efficient ABS BLDC fan	41402	nos.		
ii.	SITC of LED tube light batten	72605	nos.		
iii.	SITC of Energy monitoring and control device	347	nos.		
	TOTAL			-	
iv.	CSMC charges for 3 years after 2 nd year of DLP for Energy efficient ABS BLDC fan	1 Year			
v.	CSMC charges for 3 years after 2 nd year of LED tube light batten	1 Year			
vi.	CSMC charges for 3 years after 2 nd year of Energy monitoring and control device	1 Year			

Note: The tenderer shall quote inclusive of all taxes (Excluding GST), Levies, Duties, Cess etc as applicable at the time of bid submission. GST as applicable shall be paid separately on submission of bills/invoice. Input Tax Credit of GST as available with the bidder will not be claim separately by MAHAPREIT. However, while quoting the rates benefit of Input Tax Credit or Exemptions shall be passed on to the MAHAPREIT by way of equivalent reduction in quoted price.

The bidder shall quote all the items. Partial bidding shall not be accepted and tender will be rejected if the bidder quotes for partial items.

The lowest bidder will be derived on the overall cost of bid totally of Item i, ii and iii.

Place:

Seal of Manufacturer & Sign of

Date:

Authorised signatory

SECTION 12

FRAUD AND CORRUPT PRACTICES

FRAUD AND CORRUPT PRACTICES

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority 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, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

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

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

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

If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

“corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financier staff and employees of other organizations taking or reviewing procurement decisions.

“fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

“obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

acts intended to materially impede the exercise of the Financier’s inspection and audit rights provided.

“party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

” parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

a “party” refers to a participant in the procurement process or contract execution.

SECTION 13

PREBID MEETING

PREBID MEETING

Pre-bid meeting of the interested parties shall be convened on Dt. 24/03/2025 at 15:00 hrs at MAHAPREIT office. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. Bidders are encouraged to send their queries at least one day in advance via email to MAHAPREIT.

During the course of Pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

The pre-bid queries and their replies will be published on MAHAPREIT and Government of Maharashtra e-tender website.

SECTION 14

APPENDIX

FORM OF TENDER

To,

MAHATMA PHULE RENEWABLE ENERGY &
INFRASTRUCTURE TECHNOLOGY LTD. (MAHAPREIT),
B-501, Pinnacle Corporate Park,
Next to Trade Center,
Bandra Kurla Complex,
Bandra East, Mumbai 400051

Reference: Name of Work: Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings

Bid No. : MAHAPREIT/RESCO/05/2024-25

Sir,

I/ We have read and examined the following documents relating to the work of

Notice inviting tender.

Directions to tenderers (General and special)

General condition of contract as amended up to date.

Specifications.

Special directions

Annexure A to F.

Bill of Quantities

1A. I/We_____ (full name in capital letters, starting with surname), the Proprietor/ Managing Partner / Managing Director / Holder of the Business, for the establishment / firm / registered company, named herein below, do hereby offer to

.....
.....Referred to in the specifications and schedule to the accompanying form of contract of the rates entered in the schedule of rates sent herewith and signed by me/ us” (strike out the portions which are not applicable).

1B. I/We do here by state and declare that I/We, whose names are given herein below in details with the addresses, have not filled in this tender under any other name or under the name of any other establishment /firm or otherwise, nor are we in any way related or concerned with

the establishment /firm or any other person, who have filled in the tender for the aforesaid work.”

2. I/We hereby tender for the execution of the works referred to in the aforesaid documents, upon the terms and conditions, contained or referred to therein and in accordance with the specifications designs, drawings and other relevant details in all respects.

* At the rates entered in the aforesaid Bill of Quantities and Rates.

3. According to your requirements for payment of Earnest Money amounting to Rs. _____/- (Rs. _____) I/We have deposited the amount through online payment gateways with the C.E. of the Corporation not to bear interest

4. I/We hereby request you not to enter into a contract with any other person/s for the execution of the works until notice of non/acceptance of this tender has first been communicated to me/us, and in consideration of yours agreeing to refrain from so doing I/we agree not to withdraw the offer constituted by this tender before the date of communication to me/us of such notice of non/acceptance, which date shall be not later than ten days from the date of the decision of MAHAPREIT, not to accept this tender.(Subject to condition 5 below).

5. I/We also agree to keep this tender open for acceptance for a period of 180 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

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

I/We fail to keep the tender open as aforesaid.

b. I/We fail to execute the formal contract or make the contract deposit when called upon to do so.

c. I/we do not commence the work on or before the date specified by the Engineer in his work order.

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

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

10. “I/We further agree and undertake that in the event it is revealed subsequently after the allotment of work/contract to me/us, that any information given by me/us in this tender is false or incorrect, I/We shall compensate MAHAPREIT for any such losses or inconvenience caused to the MAHAPREIT in any manner and will not resist any claim for such compensation on any ground whatsoever. I/we agree and undertake that I/we shall not claim in such case any amount by way of damages or compensation for cancellation of the contract given to me/us or any work assigned to me/us or is withdrawn by the Corporation,”

Address

Yours faithfully,

.....
.....
.....

Digital Signature of the Tenderer or the Firm

1.....
2.....
3.....
4.....
5.....

1.	.....	A/c No.
2.	.....	Name of Bank
3.	.....	.....
4.	.....	Name of Branch
5.	.....	.....
		Vender No.

AGREEMENT FORM

Tender / Quotation dated 20...

Name of Work: Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings

Bid No.: MAHAPREIT/RESCO/05/2024-25

.....

CONTRACT FOR THE WORKS.....

This agreement made this day of

Two thousand Between

..... ..

inhabitants of Mumbai, carrying on business at..... ..

..... ..

.....in Bombay under the style and name of Messrs..... ..

..... (Hereinafter called “the contractor

of the one part and Shri

..... the ()

(hereinafter called “the Employer” in which expression are included unless the inclusion is inconsistent with the context, or meaning thereof, his successor or successors for the time being holding the office of MAHAPREIT() of the second part and the MAHAPREIT(hereinafter called “the Employer”) of the third part, WHEREAS the contractor has tendered for the construction, completion and maintenance of the works described above and his tender has been accepted by the Competent Authority (with the approval of the Tender Committee of MAHAPREIT NOW THIS

THIS AGREEMENT WITNESSETH as follows: -

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to: -

The following documents shall be deemed to form and be read and constructed as a part of this agreement viz.

- a) The letter of Acceptance
- b) The Bid:
- c) Addendum to Bid; if any
- d) Tender Document
- e) The Bill of Quantities:
- f) The Specification:
- h) Conditions of Contracts
- i) All correspondence documents between bidder and MAHAPREIT

In consideration of the payments to be made by MAHAPREIT to the contractor as hereinafter mentioned the contractor hereby covenants with the MAHAPREIT to construct, complete and maintain the works in conformity in all respects with the provision of the contract.

The MAHAPREIT hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have caused their respective common seals to be herein to affixed (or have hereunto set their respective hands and seals) the day and year above written.

Signed, Sealed and delivered by the contractors

.....
.....

In the presence of

Trading under the name and style of

.....
.....

Full Name & Address

Contractors

Signed by in the presence of Officer Name

Officer Name 1 Officer Name 2 Officer Name 3()

The Common seal of the MAHAPREIT was hereunto affixed on the 20 in the presence of two members of the Standing Committee.

1.

1.

2.

2.

And in the presence of the Officer Name 1

Officer Name 2

ANNEXURE " A "

Name of Work: Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings

Bid No.: MAHAPREIT/RESCO/05/2024-25

The Officer-In-Charge for this work:

Earnest Money: Rs.28,53,000.00

Time Period :6 Months

Sr. No.		Total Amount Rs.
1.	Contract as a whole Period completion	
2.	Part or Groups of items	
	i)	i)
	ii)	ii)
	iii)	iii)

Percentage to be charged as supervision charges for the work got executed through other means 10 percent.

The “Actual cost of the work” shall mean in the case of percentage rate contracts the actual cost of the work executed at the rates as mentioned in the Contract Schedule adjusted by the Contractor's percentage rate and cost of extra and excess, but excluding the cost on account of Water Charges and Sewerage Charges if any, payable by the contractor and also excluding cost on account of price variation claims as provided in price variation clause as amended up to date.

In case of item rate contracts the actual cost calculated for the work executed at the rates mentioned in the contract schedule for different items including cost of excess and extra items of the work excluding the cost of water charges and sewerage charges if any, payable by the contractor and excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

In case of lump sum contract the cost of the work actually carried out as per break up and programme of the work and the schedule of payment included in the contract including cost of any excess and/or extra items, of the work, excluding the cost on account of water charges and sewerage charges and also excluding cost on account of price variation claims as provided in extra excess conditions as amended up to date.

Annexure- “B”

PRE-CONTRACT INTEGRITY PACT

(On Rs. 500/- Stamp Paper)

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MAHAPREIT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the MAHAPREIT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the MAHAPREIT or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the MAHAPREIT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

For the purposes of this Clause 9, the following terms shall have the meaning herein after respectively assigned to them:

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

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

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

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

Signature of Tenderer/Bidder

BANKERS GURANTEE IN LIEU OF CONTRACT DEPOSIT

THIS INDENTURE made this _____ day of _____ BETWEEN THE _____ BANK incorporated under the English/Indian Companies Acts and carrying on business in Mumbai (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the first part _____ inhabitants carrying on business at _____ in Mumbai under the style and name of Messer's _____ (hereinafter referred to as 'the consultant') of the second part Shri. _____ THE MAHAPREIT (hereinafter referred to as 'the Officer-In-Charge which expression shall be deemed, also to include his successor or successors for the time being in the said office of Officer-In-Charge) of the third part and THE MAHAPREIT (hereinafter referred to as 'the Employer') of the fourth part WHEREAS the contractor has submitted to the Employer the tender for the execution of the work of “_____”

_____” and the terms of such tender /contract require that the contractor shall deposit with the Employer as/contract deposit/ earnest money and/or the security a sum of Rs. _____ (Rupees _____)

AND WHEREAS if and when any such tender is accepted by the Employer, the contract to be entered into in furtherance thereof by the contractor will provide that such deposit shall remain with and be appropriated by the Employer towards the Security deposit to be taken under the contract and be redeemable by the contractor, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them there under AND WHEREAS the consultants are constituents of the Bank and in order to facilitate the keeping of the accounts of the consultants, the Bank with the consent and concurrence of the consultants has requested the Employer to accept the undertaking of the Bank hereinafter contained, in place of the contractors depositing with the Employer the said sum as earnest money and /or security as aforesaid AND WHEREAS accordingly the Employer has agreed to accept such undertaking NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractor (hereby testified) UNDERTAKES WITH the employer to pay to the employer upon demand in writing , whenever required by him , from time to time , so to do , a sum not exceeding in the whole Rs. _____ (Rupees _____) under the terms of the said tender and /or the contract .The B.G. Is valid up to _____” Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs. _____ only and guarantee shall remain in force up to _____ unless the demand or claim under this guarantee is made on us in writing on or before _____ all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter”

IN WITNESS WHEREOF

WITNESS (1)	.....
Name and address	.....

WITNESS (2) Name and address	..... .....	the duly constituted Attorney Manager
the Bank and the said Messer's (Name of the Bank)		
WITNESS (1) Name and address	..... .....
WITNESS (2) Name and address	..... .....
For Messer's address	..... .....

have here into set their respective hands the day and year first above written. The amount shall be inserted by the Guarantor, representing the Contract Deposit in Indian Rupees.

PROFORMAS:

PROFORMA- I

(On Bidders' Letterheads)

Name of Work: Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings

Bid No.: MAHAPREIT/RESCO/05/2024-25

The list of similar works as stated in para 'A' of Post qualification during last Seven years-

PROFORMA- I					
Sr. No.	Name of the Project	Name of the employer	Stipulated date of completion	Actual date of completion	Actual Cost of work done
1	2	3	4	5	6

NOTE:

Scanned Attested copies of work order/completion/performance certificates from the Engineer-in-Charge for each work should be annexed in the support of information furnished in the above proforma.

Works shall be grouped financial year-wise.

PROFORMA- II

(On Bidders' Letterheads)

Name of Work: Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings

Bid No.: MAHAPREIT/RESCO/05/2024-25

Yearly turnover during the last three years.

PROFORMA- II					
Sr. No.	Financial year	Annual Turnover of Works	Updated value to current year	Average of last 5years	Page No.
1					
2					
3					
Total					

MACHINERY: (for special work only)

PROFORMA- III

PROFORMA- III			
Sr. No.	Equipment	Number	Owned/Leased/Assured access
1	2	3	4

PROFORMA- IV

(On Bidders' Letterheads)

Name of Work: Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings

Bid No.: MAHAPREIT/RESCO/05/2024-25

Information on Litigation History in which the applicant is involved.

PROFORMA - IV				
Other Party (/Parties)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status.
1	2	3	4	5

Annexure “E”

Irrevocable Undertaking

(On Rs. 500/- Stamp)

Name of Work: Work of removal, retrofitting, up-gradation and installation of various utilities in Institutional buildings

Bid No.: MAHAPREIT/RESCO/05/2024-25

I, Shri/ Smt _____ aged, _____ years Indian Inhabitant. Proprietor/ Partner/ Director of M/s _____, resident at _____ do hereby give Irrevocable undertaking as under;

I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to MAHAPREIT by way of commensurate reduction in prices.

I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, MAHAPREIT shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.

I say that above said irrevocable undertaking is binding upon me/ my partners/ company/ other Directors of the company and also upon my/ our legal heirs, assignee, Executor, administrator etc.

If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/ punishment or both as the provisions of GST Act.

Whatever has been stated herein above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me

Bid no-

UNDERTAKING FOR THE SITE VISIT

(To be submitted on the letterhead of TENDERER while uploading tender in packet A / packet B)

I, Mr. (Name of person) _____ of M/s.
(Name of Firm/ Company) _____ having my
office at (Address) _____ do hereby state &
undertake as Follows.

I say that, I have submitted the Tender for the work
of _____

Having bid invitation No _____ for the MAHAPREIT, I
Confirm that, I have visited / inspected the site of work before the submission of the tender on
date _____ & Consider all probable difficulties as could be reasonably foreseen by us
as experienced contractors. This is in Pursuance of the relevant in this behalf in the conditions
of contract which shall be binding on us.

Place: -

Date: -

(Seal & Sign of Authorized signatory)

(MAHAPREIT's Site Engineer)