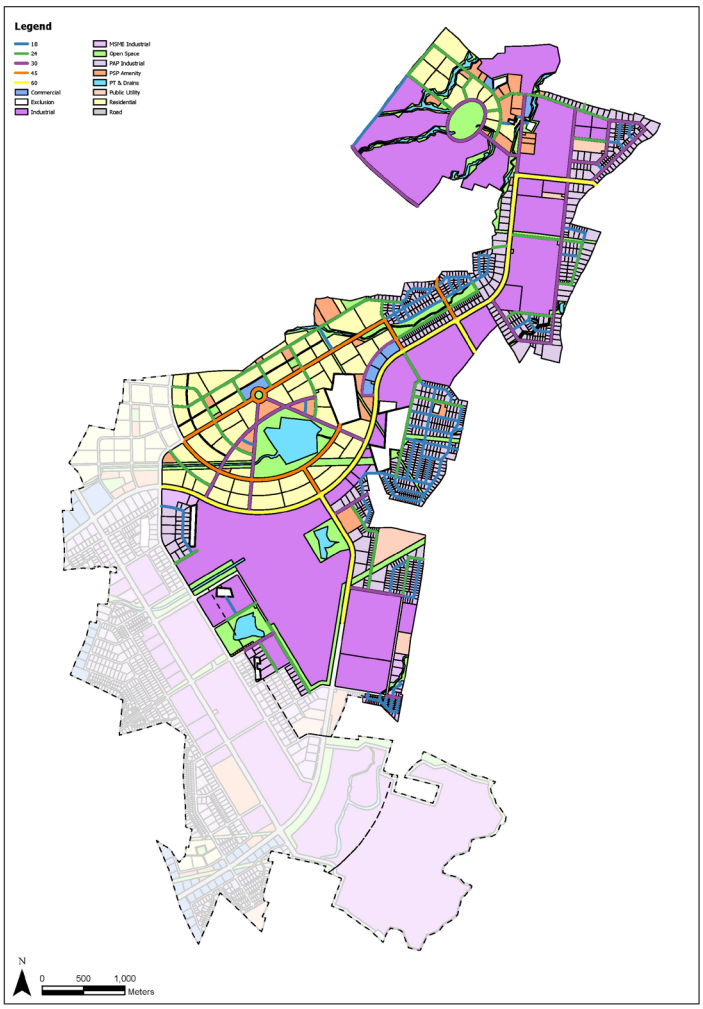
Maharashtra Industrial Township Limited (MITL)

Design, Construction, Testing, Commissioning, Operation and Maintenance of Infrastructure Works at AURIC - Bidkin Industrial Area (BIA) Sector B & C on EPC Basis - Package A

Request for Proposal cum Request for Qualification
Volume I
Part I – Notice Inviting Tender and Instructions to Bidders

November 2026



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Notice Inviting RFQ cum RFP

Ref. No. MITL/SBIA/2026-27/10 Date: 13th November 2026

Maharashtra Industrial Township Limited (MITL) is a Special Purpose Vehicle (SPV) formed with the equity participation of the Government of India and the Maharashtra State Government for developing Industrial nodes coming under National Industrial Corridor Development Programme (NICDP) in Maharashtra. AURIC – Bidkin Industrial Area in Chhatrapati Sambhaji Maharaj District, Maharashtra is one of the Industrial Node under Delhi Mumbai Industrial Corridor.

MITL invites "RFQ-cum-RFP" from interested bidders for the following Project:

Location	Name of Work	Time Period	Defect Liability and Operation Maintenance Period	Estimated Cost Excluding O&M Cost & GST
AURIC – Bidkin Industrial Area, Chhatrapati Sambhaji Maharaj Nagar district, Maharashtra.	Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC – Bidkin Industrial Area (BIA) – Sector B & C under Delhi Mumbai Industrial Corridor on EPC Basis – Package A	36 Months from the Appointment date	DLP shall be 4 years and O&M shall be 4 years from the date of issue of the completion certificate for the EPC work.	Rs 2450 Crore

The infrastructure work in Package A shall include the following

a) Roads including cross drainage structures, bridges, and avenue plantation

b) Water transmission and distribution network including Firefighting System and Service Reservoir, SCADA in totality

c) Industrial effluent collection network, including pumping stations and rising main, SCADA in totality

d) Domestic sewage collection network, including pumping stations and rising main, SCADA in totality

e) Recycle Water transmission and distribution network, including the rising main, SCADA in totality

f) Stormwater drainage network, including outfalls

g) Power distribution network including sub-stations, RMUs, transformers, SCADA etc

The complete RFQ cum RFP document can be viewed/downloaded from https://aitl.eproc.in and www.auric.city from 13th November 2026 to 18th December 2026 up to 1500 hours IST. Bids must be submitted online only at https://aitl.eproc.in on or before 18th December 2026, up to 1500 hours IST. Applications received online shall be opened on 18th December 2026, at 1600 hours IST.

Managing Director

Maharashtra Industrial Township Limited

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Instructions to Bidder for e-Tendering

1. Accessing/ Purchasing of BID documents

a) It is mandatory for all the applicants to have a class-III Digital Signature Certificate (DSC) (with both DSC components, i.e. signing and encryption in the name of an authorised signatory who will sign the BID) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link https://aitl.eproc.in) to participate in e-tendering of the Employer.

b) To participate in the submission of Bids against this RFQ cum RFP, it is mandatory for the applicants to get themselves registered with https://aitl.eproc.in and to have a user ID and password. The RFQ cum RFP can be viewed/downloaded from https://aitl.eproc.in from the issue date to the Proposal Due Date up to 1500 Hours. The following may be noted:

   i. Proposals can be submitted only during the validity of registration with the https://aitl.eproc.in

   ii. The amendments/clarifications to the RFQ cum RFP, if any, will be posted on the https://aitl.eproc.in

   iii. If the firm / Joint Venture is already registered with https://aitl.eproc.in and the validity of registration has not expired, then such an Applicant does not require fresh registration.

c) To participate in Bidding, applicants have to pay **INR.5,00,000 (Indian Rupees Five Lakh Only)** excluding applicable GST towards processing fee for Bid (non-refundable) to be paid through online mode only on https://aitl.eproc.in. Also, a Bid Security is also to be furnished by the Bidder for the amount of **INR 65 Crore** (Indian Rupees Sixty Five Crore Only) in the form of Demand Draft or in the form of Bank Guarantee (BG) as per the format mentioned in **Annexure-XVI**, issued from a Schedule/ Nationalized bank (incorporated in India and approved by RBI) or in the form of Insurance surety bond (issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India) in the name of the Employer - Maharashtra Industrial Township Limited payable at Mumbai.

2. Preparation & Submission of BIDs:

The Bidder may submit their Proposal online following the instructions appearing on the screen. A buyer manual containing detailed guidelines for e-procurement is available on the e-procurement portal:

a) The documents listed at **Clause 2.13** shall be prepared and scanned in different files (in PDF or JPEG format, such that the file size is not more than 10 MB) and uploaded during the online submission of the Proposal.

b) Bids must be submitted online only through the e-procurement portal of the Client, using the digital signature of an authorised representative of the Bidder as per the schedule given in **Clause 1.3 (“Schedule of Bidding process”)**.

3. Modification / Substitution / Withdrawal of BIDs:

a) The bidder may modify, substitute, or withdraw its Proposal after submission before the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date & Time.

b) Any alteration/modification in the Proposal or additional information supplied after the Proposal Due Date, unless the same has been expressly sought for by the Client, shall be disregarded.

c) For modification of e-Bid, the bidder has to detach its old Bid from the e-tendering portal and upload/resubmit a digitally signed modified Proposal.

d) For withdrawal of the Bid, the bidder has to click on the withdrawal icon at the e-tendering portal and can withdraw its e-Bid.

e) It may specifically be noted that once a Bid is withdrawn for any reason, a bidder cannot resubmit the e-Bid.

4. Opening & Evaluation of Bids.

a) Opening of Bids will be done through an online process.

b) The Employer shall open online received Technical Bids at 16:00 hours IST on the Bid submission Due Date as per **Clause 1.3** in the presence of the Bidders, who choose to attend. Technical Bid of those Bidders only shall be opened online, whose documents listed at **Clause 2.13.2** of the RFQ cum RFP have been physically received. The Employer will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFQ cum RFP.

c) Prior to evaluation of the Bids, the Employer shall determine whether each Bid is responsive as per Clause 2.19 of this Instruction to Bidders as per the e-tendering process.

Disclaimer

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

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

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

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way for participation in this Bidding Process.

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

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

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

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

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

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

Laws of the Republic of India are applicable to this tender.

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

Managing Director

Maharashtra Industrial Township Limited

Part A: Introduction

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1 Introduction

1.1 Project Background

1.1.1 The Government of India (GoI) is developing various Industrial Corridor projects as part of the National Industrial Corridor Development Programme. The programme is aimed at the development of futuristic industrial cities in India that can compete with the best manufacturing and investment destinations in the world by unleashing the manufacturing potential, raising its contribution to India's GDP, thereby achieving: (a) accelerated development, (b) inclusive growth, and (c) employment generation.

1.1.2 The Delhi-Mumbai Industrial Corridor (DMIC) is one of the eleven corridors promoted by the GoI. DMIC is conceptualized along the high-capacity, high-speed Western Dedicated Freight Corridor (DFC) as the backbone and runs parallel to the Golden Quadrilateral and its diagonals, thus enhancing the attractiveness for investments.

1.1.3 The National Industrial Corridor Development Corporation (NICDC) [erstwhile Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC)] is the nodal agency created by the Government of India to implement the Delhi Mumbai Industrial Corridor.

1.1.4 The Shendra Bidkin Industrial Node is one of the nine projects under the Delhi-Mumbai Industrial Corridor (DMIC), which is one of the 11 Industrial Corridor projects being developed by the Government of India as part of the National Industrial Corridor Development Programme. An area of 3245 Hectares has been earmarked for the development of BIA at Chhatrapati Sambhaji Nagar District in the State of Maharashtra under the NICDIT framework.

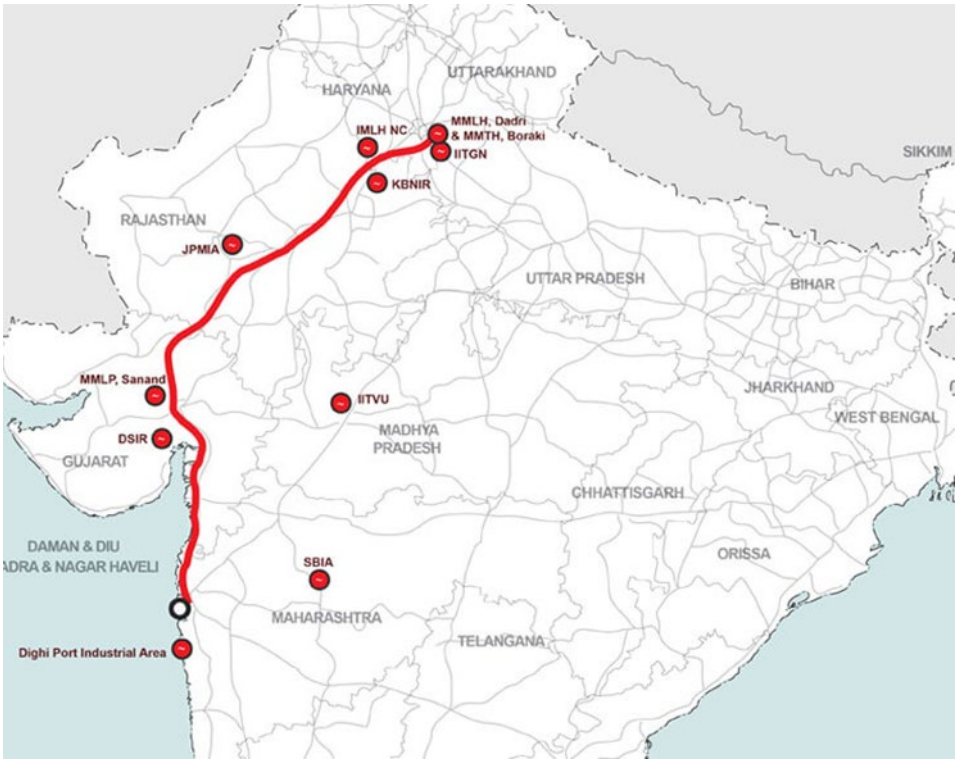


Figure 1.1: AURIC – Bidkin Industrial Area (BIA) Under DMIC

1.1.5 The Project site has been notified in 3 sectors. The first sector has been developed in an

area of about 1016 Ha, a greenfield area which is planned and engineered into a world-class industrial development. However, the infrastructure works being developed as per the current tender are related to the development of Sector B & Sector C which is in continuum of overall development.

1.1.6 A Special Purpose Vehicle (SPV) named “Aurangabad Industrial Township Ltd – Now renamed Maharashtra Industrial Township Limited” was formed between NICDC (erstwhile DMICDC) and Maharashtra Industrial Development Corporation (MIDC). This SPV is entrusted with the implementation and administration of the BIA node.

1.1.7 As part of this endeavor, the Employer has decided to undertake this work (the “Project”) through EPC procurement for Construction and has decided to carry out the Bidding Process for the selection of a Bidder (The “Bidder,” which expression shall, unless repugnant to the context, include all members of the Joint Venture) to whom the Project may be awarded.

1.1.8 The selected Bidder (the "Contractor") shall be responsible for the design, engineering, procurement and construction of the project under and in accordance with the provisions of an Engineering, Procurement and Construction Contract (the "EPC Agreement") to be entered into between the Contractor and the Employer in the form provided by the Employer as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for the operation and maintenance of the project during the Defects Liability Period, specified in the tender document.

1.1.9 The scope of work will broadly include ETS Survey, Geotech Investigation, Design, Engineering, obtaining approval on Detailed Engineering Drawings, GFC (Good for Construction) drawings, Construction, Erection, Installation, Testing and Commissioning of Roads, Stormwater Drains, Bridges, Culverts, Water Supply Mains, Water Distribution Network, Sewerage network, Industrial effluent collection network. Utility ducts for Power & ICT, Power distribution system, Recycle Water Distribution Network, Avenue Plantation on EPC Basis including performance-based Operation and Maintenance for 4 Years (inclusive of 4 years DLP).

1.1.10 The assessment of costs for the construction, along with the operation and maintenance of the project, has to be made by the Bidders.

1.1.11 The Agreement sets forth the detailed terms and conditions for the award of the project to the Contractor, including the scope of the Contractor's work and obligations.

1.1.12 The Statements and explanations contained in this tender are intended to provide a better understanding to the Bidders about the subject matter of this RFQ cum RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Contractor set forth in the Agreement or The Employer's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFQ cum RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Employer.

1.1.13 The Employer shall receive Bids pursuant to this RFQ cum RFP in accordance with the terms set forth in this RFP and other documents to be provided by The Employer pursuant to this RFQ cum RFP, as modified, altered, amended and clarified from time to time by the

Employer (collectively the "Bidding Documents"), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID Due Date specified in NIT for submission of BIDs (the "BID Due Date").

1.2 Brief Description of Bidding Process

1.2.1 The Employer has adopted a single-stage two-part process (collectively referred to as the "Bidding Process") for the selection of the Bidder for the award of the Project. Under this process, the Bid shall be invited under two parts Eligibility and qualification of the Bidder will be first examined based on the details submitted under the first part ("Technical Bid") with respect to eligibility and qualifications criteria prescribed in this RFQ cum RFP. The second part ("Financial Bid") shall be opened only for those Bidders whose Technical BIDs are responsive as per the eligibility and qualifications requirements set forth in this RFQ cum RFP.

1.2.2 The Government of India has issued guidelines (see **Appendix-II**) for the qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. The guidelines shall apply mutatis mutandis to this Bidding Process. The Employer shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to Bid and should give an undertaking to this effect in the Form provided in **Appendix I-A**.

1.2.3 At the Bid Stage, the aforesaid technically qualified Bidders, including their successors (the "Bidders"), are being called upon to open their financial offers (the "Bids") in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the Bid Due Date.

1.2.4 The Bidding Documents include the Disclaimer set forth hereinabove, the contents listed below, and will additionally include any Addenda issued in accordance with **Clause 2.10.**

i. Volume 1: RFQ cum RFP

ii. Volume 2: Technical Specifications

iii. Volume 3: Tender Indicative Drawings

The Draft Contract Agreement provided by the Employer as part of the Bid Document shall be deemed to be part of this Tender.

1.2.5 A Bidder is required to deposit, along with its Bid, a Bid Security for an amount of Rs. 65 Crore (Rupees Sixty Five Crore Only) (the "**Bid Security**"). This bid security will be refundable after the signing of the contract with the successful Bidder or after 180 days from the Bid Due Date, whichever is earlier. The Bid Security of the selected bidder shall be retained till the Bidder has provided Performance Security under the Agreement. The Bidders will have to provide Bid Security in the form of a Demand Draft or in the form of a Bank Guarantee (BG) issued by any Schedule/ Nationalized bank (incorporated in India and approved by RBI) in India or any other bank acceptable to the Employer, or in form an Insurance surety bond (issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India) and in such event, the validity period of the Bank Guarantee/Insurance surety bond, shall not be less than 240 (Two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time

to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

Employer's Bank details required for Bank Guarantee are as below:

SL	Description	Particulars
1	Beneficiary Name	Maharashtra Industrial Township Limited
2	Address	Udyog Sarathi, MIDC Office, Andheri (E), Mumbai 93
3	Name of the Bank	Bank of India
4	Branch address	Chakala, Andheri (E)
5	Type of Account	Current Account
6	Account No	00672 0110 000 968
7	IFSC Code	BKID0000067

1.2.6 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract, including implementation of the Project.

1.2.7 Bids are invited for the Project on the basis of the lowest quoted price by a Bidder for implementing the Project (the "Bid Price"). The total time allowed for completion of construction under the Agreement (the "Construction Period") and the period during which the Contractor shall be liable for Operation & Maintenance (the "Maintenance Period") and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "Defects Liability Period") shall be pre-determined and is as specified in the Draft Agreement forming part of the Bidding Documents.

1.2.8 In this RFQ cum RFP, the term "Lowest Bidder" shall mean the Bidder who is quoting the lowest evaluated Bid price after Bid Evaluation by Employer.

1.2.9 Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFQ cum RFP, be invited (in the sequence of their due selection) to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws its bids for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Employer may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

1.2.10 Any queries or requests for additional information concerning this RFQ cum RFP shall be submitted in writing or by fax and e-mail submitted to the officer designated in this RFQ cum RFP. The envelopes/ communication shall clearly bear the following identification/Title: "Queries/Request for Additional Information: RFQ cum RFP for "Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC – Bidkin Industrial Area (BIA) – Sector B and C under Delhi Mumbai Industrial Corridor on EPC Basis – Package A"".

1.2.11 The officer designated to the RFQ cum RFP is Mr. Sagar Paraswar, Manager-Infrastructure (HQ) and email id is sagar.paraswar@auric.city/ managerinfrahq@mitl.org.in and anil.patne@auric.city/ dgminfrabidkin@mitl.org.in

1.3 Schedule of Bidding Process

The Employer shall endeavour to adhere to the following schedule:

S. No.	Event Description	Date
1	Date of availability of RFQ cum RFP at the Portal	13-11-2026
2	Site Visit	18-11-2026
3	Last date for receiving queries	19-11-2026
4	Pre-Bid meeting	20-11-2026
5	The Employer's response to queries	26-11-2026
6	Bid Due Date (BDD)	18-12-2026 at 15:00 Hrs
7	Physical submission of Bid security/ POA/etc.	18-12-2026 at 15:00 Hrs
8	Opening of Technical Bids	18-12-2026 at 16:00 Hrs
9	Validity of Bid	180 days of BDD
10	Signing of Contract	Within 30 days from the date of LOA.

(*The Employer shall inform the venue and time of the online opening of the Financial Bids to the technically responsive Bidders through the Employer's e-procurement portal and e-mail.)

1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference shall be:

Date: 20th November 2026; **Time:** 11:30 AM.

Venue:

Maharashtra Industrial Township Limited,

DMIC Cell, First Floor

Udyog Sarathi, MIDC Office,

Marol Industrial Area,

Andheri (East)

Mumbai, Maharashtra, India – 400 093.

If any bidder intends to attend an online pre-bid meeting through the MS Teams platform, the prospective bidder shall request the MS Teams link through email.

1.5 Site Visit for Prospective Bidders

Site Visit on 18th November 2026

Time of Assembly for Visit: 1100 hrs

Assembly point – Site Office, Bidkin Industrial Area.

Contract Person for site visit – Mr. Anil Patne, Deputy General Manager -Infra, MITL, Contract no. 8380070011

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Part B: Instructions to Bidders

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2 GENERAL

2.1 Brief Scope of Bid

2.1.1 The scope under this contract comprises of The scope of work will broadly include ETS Survey, Geotech Investigation, Design, Engineering, obtaining approval on Detailed Engineering Drawings, GFC (Good for Construction) drawings, Construction, Erection, Installation, Testing and Commissioning of Roads, Stormwater Drains, Bridges, Culverts, Water Supply Transmission mains and Distribution Network, Sewerage network, Utility ducts for Power & ICT, Power distribution system, Recycle Water Distribution Network, Avenue Plantation on EPC Basis including performance based Operation and Maintenance for 4 Years (inclusive of 4 years DLP). The Broad Scope of works includes but is not limited to the following:

a) Roads including cross drainage structures, bridges, and avenue plantation
b) Water transmission and distribution network including Firefighting System and Service Reservoir
c) Industrial effluent collection network, including pumping stations and rising main
d) Domestic sewage collection network, including pumping stations and rising main
e) Recycle Water transmission and distribution network, including the rising main
f) Stormwater drainage network, including outfalls
g) Power distribution network including sub-stations, RMUs, transformers, etc
h) ICT infrastructure components
i) SCADA

2.1.2 The contractor shall refer to Volume II for the detailed scope.

2.1.3 The Contractor shall be fully responsible to ensure that the whole of the Works, including each individual component, is designed and constructed in a manner so that the System as a whole operates as a fully integrated system which is capable of achieving the required output in an efficient and economical manner, and to include all plant, equipment and accessories required for the safe and satisfactory operation of the facilities. To achieve this, the Contractor shall ensure that each individual component performs in a manner which is complementary to that of all other components. Any accessories which are not specifically mentioned in the specifications, but which are usual or necessary for completion of the Works and successful performance of the System and facilities shall be provided by the selected Bidder within the tendered cost. The Contractor shall, to the maximum extent practical and feasible, endeavor to standardize on the manufacture and supply of plant and equipment so as to minimise the operation and maintenance requirements. The Contractor shall ensure that his designs are "maintenance-friendly" and that all items of plant and equipment are designed and installed in a manner which will facilitate routine and periodic maintenance operations.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders and their qualification, the following shall apply:

a) The Bidder may be a single entity or a group of entities (the **"Joint Venture"**), coming together to implement the Project. However, a Bidder, applying as single entity or as a member of a Joint Venture, as the case may be, cannot be a member of another group of entities. The term Bidder used herein would apply to both a single entity and a Joint Venture.

b) A Bidder may be a company incorporated under the Indian Companies Act, 1956 or 2013 . A Joint Venture shall be eligible for consideration subject to the conditions set out in **Clause 2.2.4** below.

c) A Bidder shall not have a conflict of interest (the **"Conflict of Interest"**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process if:

(i) the Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956 or 2013. For the purposes of this **Clause 2.2.1(c)**, indirect shareholding held through one or more intermediate persons shall be computed as follows:

a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the Shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or

(iv) such Bidder has the same legal representative for purposes of this BID as any other Bidder; or

(v) such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member 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 BID of either or each other; or

(vi) such Bidder, or any of its Joint Venture Members thereof, has participated as a consultant to the Employer in the preparation of any documents, Design or technical specifications of the Project.

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

e) Without prejudice to the satisfaction of the above requirements and any other prerequisites as per the terms of this document by the Bidder, its Joint Venture Member (or any constituent thereof), a Bid may still be disqualified if it has, in the sole and exclusive opinion of the Employer:

(i) made any misleading or false representation or deliberately suppressed the information in the technical schedules/enclosures required to be submitted with /in support/as a clarification with respect to its Bid; and/or

(ii) has been blacklisted/ debarred by any government/semi-government department/ public sector company in India or in any other foreign country; and/or

(iii) has a record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses; and/or

(iv) engaged in Fraud & Corrupt practices as mentioned under this Tender

f) Bidder/ any member of Joint Venture shall not be under suspension from tendering by the Government ("the Government" means Central/State Government in India, or any entity controlled by it, or Government of the country where the Bidder or in case the Bidder is a Joint Venture, member(s) of the Joint

Venture, is/are incorporated) as the result of the execution of a Bid–Securing Declaration.

g) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any Project, and the bar subsists as on the date of BID, would not be eligible to submit a BID, either individually or as a member of a Joint Venture.

h) In regard to matters relating to security and integrity of the country, the Bidder / any Member of the Joint Venture should not have been charge-sheeted by any agency of the Government of India or any State in India or convicted by a Court of Law.

i) No investigation, related to security and integrity of the country, by a regulatory authority should be pending either against the Bidder / any Member of the Joint Venture or against the Applicant's CEO or any of its directors/ managers/ employees.

j) **Corporate Debt Restructuring (CDR)** - The Bidder shall disclose whether it has been admitted to, and should not undergone, or is currently undergoing any CDR, Strategic Debt Restructuring (SDR), Scheme of Arrangement with lenders, Resolution Plan under the Insolvency and Bankruptcy Code, 2016, or any similar debt restructuring mechanism during the last five (5) years preceding the Bid Due Date. Any Bidder that is under CDR, SDR, Insolvency Resolution Process, or any equivalent debt restructuring mechanism as on the Bid Due Date shall be disqualified. However, a Bidder whose restructuring process has been successfully completed at least five (5) years prior to the Bid Due Date and whose account has been upgraded to a standard asset category may be considered eligible, subject to submission of satisfactory documentary evidence and approval of the Authority. The Statutory Auditor's Certificate in this regard shall be furnished with the Application (refer to **ANNEXURE VIII**)

k) An Bidder including any Member of the Joint Venture should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder or any Member of the Joint Venture, as the case may be, nor has been expelled from any Project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or any Member of Joint Venture.

   (i) The Bidder, including any Member of the Joint Venture, shall provide details of all their ongoing Projects along with the stage of litigation or Arbitration cases, if so, against the Employer/ Governments.

   (ii) The Bidder, including any member of the Joint Venture, shall also provide details of the ongoing process of blacklisting if so, under any contract with Employer / Government.

   (iii) The Employer reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under **Clause 2.2.1(e)**. The decision of the Employer in this case shall be final

2.2.2 To be eligible to BID, a Bidder shall fulfil the conditions of eligibility stated in Section/ Clause 3: Eligibility & Qualification Criteria.

2.2.3 The Bidder should submit a Power of Attorney as per the format at **Annexure-XII**, authorising the signatory of the BID to commit the Bidder. In the case of a Joint Venture, the Members should submit a Power of Attorney in favour of the Lead Member as per the format at **Annexure-XIII.**

2.2.4 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:

a) Number of members in a Joint Venture shall not exceed 3 (Three) including lead member;

b) subject to the provisions of clause (a) above, the BID should contain the information required for each Member of the Joint Venture;

c) Members of the Joint Venture shall nominate one member as the lead member (the **"Lead Member"**). The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure-XIII**, signed by all the other Members of the Joint Venture. The BID should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defects liability obligations;

d) Share of the Lead Member and Other Members in the JV shall be as follows:

Joint Venture Member	Percent Share in Joint Venture
Lead Member	Not less than 51%
Other Member	Not less than 20%
The total of all members of the Joint Venture shall be	**100%**

e) The share of the Lead member and other JV members can never be below 51% and 20% respectively, both during the Construction as well as during the O&M period.

f) In the event the lead member of the JV undergoes ownership change due to a Merger and Acquisition, the new entity so formed shall continue to hold 51% share in the JV/ Consortium till the completion of the O&M period.

g) The lead member cannot sell or sublet, or pledge its share to any new entity or the balance members till the completion of the O&M period.

h) The Lead Member shall be authorised to incur liabilities and receive instructions for himself as well as other members of the Joint Venture, and the entire execution of the Contract, including payment, shall be done exclusively with the Lead Member

i) An individual Bidder cannot at the same time be a member of a Joint Venture submitting for BID. Further, a member of a particular Bidder Joint Venture cannot be a member of any other Bidder Joint Venture submitting for BID;

j) The Lead Member shall itself undertake and perform at least 51% (fifty-one percent)scope of the proposed Project.

k) Members of the Joint Venture shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at **Annexure-XIV** (the **"Jt. Bidding Agreement"**), for the purpose of making the BID and submitting a BID. The Jt. Bidding Agreement, to be submitted along with the BID, shall, inter alia:

(i) convey the commitment(s) of the Lead Member in accordance with this RFQ cum RFP, in case the contract to undertake the Project is awarded to the Joint Venture;

(ii) clearly outline the proposed roles and responsibilities, if any, of each member;

(iii) commit the approximate share of work to be undertaken by each member of the Joint Venture;

(iv) include a statement to the effect that all members of the Joint Venture shall be jointly and severally liable for all obligations of the Contractor in relation to the Project until the Defects Liability Period is achieved in accordance with the Agreement; and

l) except as provided under this RFQ cum RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Employer.

2.2.5 The following conditions shall be adhered to while submitting the BID:

a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms, making due provision for incorporation of the requested information;

b) information supplied by the Bidder (or other constituent Member if the Bidder is a Joint Venture) must be applicable to the Bidder, Member named in the BID.

c) in responding to the BID submissions, Bidders should demonstrate their capabilities in accordance with **Clause 3** below; and

d) in case the Bidder is a Joint Venture, each Member should substantially satisfy the BID requirements to the extent specified herein.

2.2.6 While Qualification is open to persons from any country, the following provisions shall apply

a) Where, on the date of the BID, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid-up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India (Details are to be furnished in as prescribed); or

b) if at any subsequent stage after the date of the BID, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member/ Partner; then the Qualification of such Bidder or in

the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Employer from national security and public interest perspective. The decision of the Employer in this behalf shall be final and conclusive, and binding on the Bidder.

c) The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Employer shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

d) The Bidder shall promptly inform the Employer of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.7 Notwithstanding anything to the contrary contained herein, in the event that the BID Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its BID and furnish all its information and certification with reference to the 5 (Five) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a BID hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Change in composition of the Joint Venture

2.3.1 Change in the composition of a Joint Venture will not be permitted by the Employer after submission of the bid

2.4 Number of BIDs and costs thereof

2.4.1 No Bidder shall submit more than one BID for the Project. A Bidder applying individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.

2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their BIDs and their participation in the BID Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders shall submit their respective BIDs after acquainting themselves with the Project site and ascertaining themselves with the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Bidder

2.6.1 It shall be deemed that by submitting a BID, the Bidder has:

a) made a complete and careful examination of the Bidding Documents and the prevailing site conditions;

b) received all relevant information requested from the Employer;

c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the EMPLOYER relating to any of the matters referred to in **Clause 2.5.1** above.

d) satisfied itself about all matters, things and information, including matters referred to in **Clause 2.5.1** hereinabove, necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in **Clause 2.5.1** herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Employer, or a ground for termination of the Agreement by the Contractor;

f) acknowledged that it does not have a Conflict of Interest; and

g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Employer 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 RFQ cum RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

2.7 Right to accept or reject any or all BIDs

2.7.1 Notwithstanding anything contained in this RFQ cum RFP, the Employer reserves the right to accept or reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Employer rejects or annuls all the BIDs it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder and as specified in **Clause 2.21** of this RFQ cum RFP.

2.7.2 The Employer reserves the right to reject any BID:

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

b) the Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the BID.

c) If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected. If such disqualification/rejection occurs after the BIDs have been opened and the Lowest Bidder gets disqualified/rejected, then the Employer reserves the right to

i. invite the remaining Bidders to match the Lowest Bidder/ submit their BIDs in accordance with the RFQ cum RFP; or

ii. take any such measure as may be deemed fit in the sole discretion of the Employer, including annulment of the Bidding Processes.

2.7.3 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 defects liability, subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable for termination, by a communication in writing by the Employer to the Selected Bidder or the Contractor, as the case may be, without the Employer being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Employer shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and/ or the Agreement, or otherwise.

2.7.4 The Employer reserves the right to verify all Statements, information and documents submitted by the Bidder in response to the RFQ cum RFP. Any such verification or lack of such verification by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder

2.8 Content of Bidding Documents

2.8.1 This tender comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with **Clause 2.9**

a) Volume 1: RFQ cum RFP

b) Volume 2: Technical Specifications

c) Volume 3: Tender Indicative Drawings

2.8.2 The Draft Contract Agreement provided by the Employer as part of the Bid Document shall be deemed to be part of this Tender.

2.9 Clarifications

2.9.1 Bidders requiring any clarification on the RFQ cum RFP may notify the Employer in writing or by fax and e-mail in accordance with **Clause 1.2.10**. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in **Clause 1.3.** The Employer shall endeavour to respond to the queries within the period specified therein, but no later than 7 (Seven) days prior to the BID Due Date. The responses will be uploaded in the e-procurement platform. The Employer will upload all the queries and their responses thereto to all Bidders without identifying the source of the queries.

2.9.2 The Employer shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.

2.9.3 The Employer may also, on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Employer or its employees or representatives shall not in any way or manner be binding on the Employer.

2.10 Amendment of Bidding Documents

2.10.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing addenda.

2.10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by email / online to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by online mode to the Employer within one working day of receipt. Even though the same is not acknowledged within the specified time it shall be deemed that the addendum is received by the Bidder.

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

2.11 Language of Bid

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

2.12 Format and Signing of Bid

2.12.1 The Bidder shall provide all the information sought under this Tender. The Employer will evaluate only those BIDs that are received online in the required formats and complete in all respects, and payment of Bid Security, non-refundable processing fee (paid online) and POA are received in hard copies. Incomplete and/or conditional Bids shall be liable to rejection.

2.12.2 The Bid shall be typed or written in indelible ink and shall be signed and sealed by a person or persons duly authorised to sign on behalf of the bidder who shall also initial each page, in blue ink. All pages of the bid and all entries where amendments have been made shall be initialled by the person or persons signing the bid.

2.12.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be numbered and initialled by the person or persons signing the bid.

2.13 Sealing, Marking and Submission of BIDs

2.13.1 The Bidder shall submit the Technical and Financial BID online through e- e-procurement portal, comprising the following documents along with supporting documents as appropriate.

Technical BID (Envelope No. 1)

a) **Appendix – IA** (Letter comprising the Technical BID)

b) Particulars of the Bidder/Joint venture members **(Annexure I: Details of Bidder)**

c) Similar Works Experience details **(Annexure II: Similar Work Experience)** along with supporting documents such as Client's Certificate etc.

d) Construction Experience in Key Activities details **(Annexure III: Construction Experience in Key Activities)**; along with supporting documents such as Client's Certificate etc.

e) Financial Situation of the Bidder **(Annexure IV: Financial capacity of the Bidder)**

f) Minimum Annual Construction Turnover **(Annexure V: Minimum Annual Construction Turnover)**;

g) Details of Current Contracts Commitments **(Annexure VI: Current Contract Commitments)**;

h) Data and calculations for Tendering Capacity **(Annexure VII: Tendering Capacity)**;

i) Certificate for Corporate Debt Restructuring **(Annexure VIII: Certificate for Corporate Debt Restructuring)**;

j) An Undertaking for Key Personnel **(Annexure IX: Key Personnel)**

k) An Undertaking for Key Equipment **(Annexure X: Key Equipment)**

l) Statement of Legal Capacity **(Annexure XI: Statement of Legal Capacity)**

m) Power of Attorney in favour of Authorised Representative **(Annexure XII: Power of Attorney for Attorney for Signing the Bid)** along with an extract of Board's Resolution or equivalent document in favour of the person executing the Power of Attorney;

n) In case the Applicant is a Joint Venture, the Power of Attorney for Lead Member of the Joint Venture **(Annexure XIII: Power of Attorney for Lead Member of Joint Venture)** along with an extract of the Board's Resolution or equivalent document in favour of the person executing the Power of Attorney.

o) Joint Bidding Agreement, in case of a JV, substantially in the format given in **Annexure XIV**: **Joint Bidding Agreement for Joint Venture**

p) Banker Certificate as per **Annexure XV: Evidence of Access to or Availability of Credit Facilities - Bank Certificate**

q) The tenders are published through MITL's e-portal https://aitl.eproc.in. The non-refundable tender processing fee of Rs 5.0 Lakhs shall be paid on the MITL's e-portal. Also, Bid Security to be furnished along with the Bid for an amount of **Rs. 65.00 Crore Only**.

r) Signed Integrity Pact as per **Annexure XVII**.

s) Affidavit from Bidder for Non- Blacklisting and action under Indian Penal Code for false/ fraudulent documents as per **Annexure XVIII**.

t) Copy of Memorandum of Association and Articles of Association or equivalent documents, if the Applicant is a body corporate, and in case of a partnership firm, a copy of its partnership deed

u) Copies of Bidders/Members of Joint Venture Audited Balance Sheets, other Financial Statements, duly certified as acceptable to the Employer for the last five financial years

v) Any other document required in accordance with the RFQ-cum-RFP Document

Financial BID (Envelope No. 2)

a) **Appendix-1B** (Letter comprising the Financial Bid).

2.13.2 The documents supporting the BID shall be submitted (physically in a separate envelope marked as "Enclosures of the BID". The documents shall include:

a) Original Power of Attorney for signing the BID as per the format at **Annexure XII**.

b) if applicable, original Power of Attorney for Lead Member of Joint Venture as per the format at **Annexure XIII**.

c) if applicable, Original Joint Bidding Agreement for Joint Venture as per the format at **Annexure XIV.**

d) BID Security of **Rs. 65.00 Crore** in the form of Demand Draft or in the form of original Bank Guarantee in the format at **Annexure XVI** from a Schedule/ Nationalized bank (incorporated in India and approved by RBI) or in the form of Insurance Surety Bond (issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India).

e) Evidence of Access to or Availability of Credit Facilities for this project from any Schedule / Nationalised bank (incorporated in India and approved by RBI) as in the format at **Annexure XV**.

f) Acknowledgement copy of Bid Processing Fee paid online

2.13.3 Each of the envelopes shall bear the following identification:

Application/Bid for Qualification: Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis – Package A and shall indicate the name and address of the Bidder. In addition, the BID Due Date should be indicated in the right-hand corner of each of the envelopes.

2.13.4 Each of the envelopes shall be addressed to

Managing Director,

Maharashtra Industrial Township Limited (MITL)

DMIC Cell, First Floor,

Udyog Sarathi, MIDC Office, Marol Industrial Area,

Andheri (East)

Mumbai 400 093

2.13.5 If the envelopes are not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the BID submitted and consequent losses, if any, suffered by the Bidder.

2.13.6 BIDs submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.13.7. Specialized Subcontractors: In case any Specialised Subcontractor is proposed by the Applicant (Single Applicant or JV) in his Application, it shall comply with the following additional requirements:

The Applicant shall mandatorily submit relevant documents (certified work orders and completion certificates from the procuring entity indicating detailed scope, ratings, quantity, completion date etc.) details along with the MOU on a Judicial stamp paper of one or more Specialised Subcontractor for Key Activity No. 1 and 3 respectively as described in Criteria No. 3.2 of Section 3: Eligibility and Qualification Criteria. However, the Applicant shall propose only one (01) Specialised Subcontractor during execution stage for execution of the said activity for approval of employer.

2.14 BID Due Date

2.14.1 Technical and Financial BID comprising the document listed at **Clause 2.13.1** of the RFQ cum RFP shall be submitted online through the e-procurement portal on or before **1500 hours IST** on the BID Due Date. Documents listed at **Clause 2.13.2** of the RFQ cum RFP shall be physically submitted on or before **1500 hours IST** on the **BID Due Date**, at the address provided in **Clause 2.13.4** in the manner and form as detailed in RFQ cum RFP. A receipt thereof should be obtained from the person specified in **Clause 2.13.4.**

2.14.2 The Employer may, in its sole discretion, extend the BID Due Date by issuing an Addendum in accordance with **Clause 2.10** uniformly for all Bidders.

2.15 Late BIDs

BIDs/ Enclosures of the BID received physically by the Employer after the specified time on the BID Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modifications/ Substitution/ Withdrawal of BIDs

2.16.1 For modification of e-BID, Bidder has to detach its old BID from the e-procurement portal and upload/resubmit a digitally signed modified BID. For withdrawal of BID, the Bidder has to click on the withdrawal icon at the e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, the Bidder cannot resubmit the e-BID again.

2.16.2 Any alteration/modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Employer, shall be disregarded.

2.17 Opening and Evaluation of Bids

2.17.1 The Employer shall open the BIDs at **1600 hours IST** on the **BID Due Date**, at the place specified in **Clause 2.13.4** and in the presence of the Bidders who choose to attend. “If for any reason, the opening could not be done on BID Due Date, the new date and time of opening shall be communicated separately”.

2.17.2 Technical BIDs of those Bidders who have not submitted their BID online shall not be considered for opening and evaluation.

2.17.3 The Employer will subsequently examine and evaluate Technical BIDs in accordance with the provisions set out in **Section 3: Eligibility & Qualification Criteria**

2.17.4 Bidders are advised that the qualification of Bidders will be entirely at the discretion of the Employer. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.5 To facilitate evaluation of Technical BIDs, the Employer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.17.6 If a Bidder does not provide clarifications sought under **Clause 2.17.5** above within the prescribed time, its BID may be liable to be rejected. In case the BID is not rejected, the Employer may proceed to evaluate the BID by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

2.17.7 The Employer reserves the right to reject any Technical BID which is non-responsive as per **Clause 2.19,** and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such BID.

2.17.8 Any information contained in the BID shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.17.9 The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all BID(s) without assigning any reasons.

2.17.10 If any information furnished by the Bidder is found to be incomplete or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant Project from computation of the Eligibility of the bidder.

2.17.11 In the event that a Bidder claims credit for a Completed Project, and such claim is determined by the Employer as incorrect or erroneous, the Employer shall reject such claim and exclude the same from the computation of the Eligibility of the bidder. Where any information is found to be patently false or amounting to a material misrepresentation, the Employer reserves the right to reject the BID in accordance with the provisions of **Clauses 2.7.2 and 2.7.3.**

2.17.12 The Employer will get the BID security verified from the issuing authority and after due verification, the Authority will evaluate the Technical BIDs for their compliance to the eligibility and qualification requirements pursuant to **Clause 2.2.1 & 2.2.2** of this RFQ cum RFP.

2.17.13 After evaluation of Technical BIDs, the Employer will publish a list of technically responsive Bidders whose financial BIDs shall be opened. The Employer shall notify other Bidders that they have not been technically responsive. The Employer will not entertain any queries or clarifications from Bidders who fail to qualify.

2.17.14 The Employer shall inform the venue and time of online opening of the Financial BIDs to the technically responsive Bidders through the e-procurement portal of the Employer. The Employer shall open the Financial BIDs online on the date and time to be informed in this clause in the presence of the authorised representatives of the Bidders, who may choose to attend. The Employer shall publicly announce the BID Price quoted by the technically responsive Bidder. The Employer shall prepare a record of the opening of Financial Bids.

2.18 Confidentiality

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

2.19 Tests of Responsiveness

2.19.1 Prior to evaluation of BIDs the Employer shall determine whether each BID is responsive to the requirements of the RFQ cum RFP. A BID shall be considered responsive only if:

a) It is received as per the format at **Appendix I (A), including all Annexures I to XVIII**.

b) It is received by the BID Due Date, including any extension thereof pursuant to **Clause 2.14.2**;

c) It is signed and submitted as stipulated in **Clauses 2.12 and 2.13**;

d) It is accompanied by the Power of Attorney as specified in **Clause 2.2.3**, and in the case of a Joint Venture, the Power of Attorney as specified in **Clause 2.2.4 (c)**;

e) It contains all the information and documents (complete in all respects) as requested in this RFQ cum RFP;

f) It contains information in Annexures/formats same as those specified in this RFQ cum RFP;

g) It contains certificates from its statutory auditors in the formats specified in the RFQ cum RFP;

h) It contains an online payment receipt of **Rs. 1.0 Lakhs** only as RFQ cum RFP non-refundable processing fee and Original Bid Security as per **Clause 1.2.5 & 2.26.**

i) It contains Evidence of Access to or Availability of Credit Facilities for this project from any Schedule/ Nationalized bank (incorporated in India and approved by the RBI).

j) It is accompanied by the Jt. Bidding Agreement (for Joint Venture), specific to the Project, as stipulated in **Clause 2.2.4 (k)**;

k) It is accompanied by a Signed Integrity Pact as per **Annexure XVII**.

l) It contains Affidavit from Bidder for Non- Blacklisting and action under Indian Penal Code for false/ fraudulent documents as per **Annexure XVIII**.

m) It does not contain any condition or qualification; and

n) It is not non-responsive in terms hereof.

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

2.20 Clarification of Bids

2.20.1 To facilitate evaluation of Bids, the Employer may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing but no

change in the price or substance of the bid shall be sought, offered or permitted, except to get additional information to fully understand the proposals of the bidder and to confirm that the requirements of the bidding documents will be met.

2.20.2 If a Bidder does not provide clarifications sought under **Clause 2.20.1** above within the prescribed time, its BID shall be liable to be rejected. In case the BID is not rejected, the Employer may proceed to evaluate the BID by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

2.21 Selection of Bidder

2.21.1 Subject to the provisions of **Clause 2.7,** the Bidder whose BID is adjudged as responsive in terms of **Clause 2.19** and who quotes the lowest price shall be declared as the selected Bidder (the **"Selected Bidder"**).

2.21.2 If the Financial BID, which results as the lowest evaluated BID price, is seriously unbalanced, in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Project to demonstrate the internal consistency of those prices with the proposed construction methods and schedules. After evaluation of the price analysis, taking into consideration the schedule of estimated contract payments, the Employer may require the amount of the Performance Guarantee to be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The level of increase in the Performance Guarantee, if any, shall be decided solely by the Employer, up to a maximum of 50% (Fifty Percent) of the prescribed performance guarantee.

2.21.3 In the event that the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

2.21.4 In the event that two or more Bidders quote the same BID price (the **"Tie BIDs"**), the Employer shall ask the tie Bidders to submit the revised financial Bids.

2.21.5 In the event that the Lowest Bidder withdraws for any reason in the first instance (the **"first round of Bidding"**), the Employer may invite all the remaining Bidders to revalidate or extend their respective BID Security, as necessary, and match the BID of the aforesaid Lowest Bidder (the **"second round of Bidding"**). If in the second round of Bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of Bidding, then the Bidder whose BID was lower as compared to other Bidders in the first round of Bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of Bidding offer to match the said Lowest Bidder in the second round of Bidding, the said third Lowest Bidder shall be the Selected Bidder.

2.21.6 In the event that no Bidder offers to match the Lowest Bidder in the second round of Bidding as specified in above clause, the Employer may, in its discretion, invite fresh BIDs (the **"third round of Bidding"** from all Bidders except the Lowest Bidder of the first round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of Bidding to revalidate or extend their BID

Security, as necessary, and offer fresh BIDs, they shall be eligible for submission of fresh BIDs provided, however, that in such third round of Bidding only such BIDs shall be eligible for consideration which are lower than the BID of the second Lowest Bidder in the first round of Bidding.

2.21.7 After selection, a Letter of Award (the **"LOA"**) shall be issued, in duplicate, by the Employer to the Selected Bidder and the Selected Bidder shall, within 3(Three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

2.21.8 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in **Clause 1.3.** The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

2.22 Proprietary data

All documents and other information supplied by the Employer or submitted by a Bidder to the Employer shall remain or become the property of the Employer. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their BID. The Employer will not return any BID or any information provided along therewith.

2.23 Correspondence with the Bidder

Save and except as provided in this RFQ cum RFP, the Employer shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any BID.

2.24 Contacts during BID Evaluation

BIDs shall be deemed to be under consideration immediately after they are opened and until such time as the Employer makes official intimation of award/ rejection to the Bidders. While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means the Employer and/ or their employees/ representatives on matters related to the BIDs under consideration.

2.25 Other Conditions

2.25.1 A Bidder is eligible to submit only one BID for the Project. A Bidder Bidding individually or as a lead member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.

2.25.2 Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided,

however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

2.25.3 The Bidding Documents, including this RFQ cum RFP and all attached documents are and shall remain the property of the Employer and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their BID. The Employer will not return any BID or any information provided along therewith.

2.25.4 This RFQ cum RFP is not transferable

2.25.5 Any award of concession pursuant to this RFQ cum RFP shall be subject to the terms of the Bidding Documents.

2.26 Bid Security

2.26.1 The Bidder shall furnish as part of its BID, a BID Security referred to in **Clause 1.2.5** hereinabove in the form of an irrevocable and unconditional Bank Guarantee issued by a Schedule/ Nationalized bank (incorporated in India and approved by RBI) in India, in favour of the "Maharashtra Industrial Township Limited" (Employer) and payable at Mumbai in the format at **Appendix-XVI** (the "Bank Guarantee") or in the form of an Insurance surety bond (issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India) and having a validity period of not less than 240 days (Two Hundred and Forty days) from the BID Due Date, inclusive of a claim period of 60 (Sixty) days, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any Schedule/ Nationalised bank in India is required. For the avoidance of doubt, a Schedule/ Nationalised bank (incorporated in India and approved by the RBI) shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.26.2 BID Security can also be furnished by the Bidder in the form of a demand draft drawn on a Schedule/ Nationalised bank (incorporated in India and approved by RBI) in India, drawn in favour of Maharashtra Industrial Township Ltd, payable at Mumbai (the "Demand Draft"). The Employer shall not be liable to pay any interest on the BID Security deposit so made, and the same shall be interest-free.

2.26.3 Any BID not accompanied by the BID Security shall be rejected by the Employer as non-responsive.

2.26.4 The BID Security of unsuccessful Bidders will be returned by the Employer, without any interest, as promptly as possible on signing of an agreement with the selected bidder or when the Bidding Process is cancelled by the Employer. Where BID Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder. Bidders may give specific instructions in writing to the Employer and give the name and address of the person in whose favour the said Demand Draft shall be drawn by the Employer for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the BID.

2.26.5 The Selected Bidder's BID Security will be returned, without any interest, upon the Bidder signing the EPC Contract and furnishing the Performance Security in accordance with the provisions thereof.

2.26.6 The Employer shall be entitled to forfeit and appropriate the BID Security as Damages inter alia in any of the events specified in **Clause 2.26.7** herein below. The Bidder by submitting its BID pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Employer will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFQ cum RFP. No relaxation of any kind on BID Security shall be given to any Bidder.

2.26.7 The BID Security shall be forfeited and appropriated by the Employer as damages payable to the Employer for, inter alia, time, cost and effort of the Employer without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and/or under the Agreement or otherwise, under the following conditions:

a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, anti-competitive practice, obstructive practice or restrictive practice as specified in **Section 4** of this RFQ cum RFP;

b) If a Bidder withdraws its BID during the period of BID validity as specified in this RFQ cum RFP and as extended by mutual consent of the respective Bidders and the Employer;

c) In the case of the Selected Bidder, if it fails within the specified time limit

   i. To sign and return the duplicate copy of the LOA;

   ii. To sign the EPC Contract, or

   iii. To furnish the Performance Security within the period prescribed therefor in the EPC Contract; or

d) In case the Selected Bidder, having signed the EPC Contract, commits any breach thereof prior to furnishing the Performance Security.

3 ELIGIBILITY AND QUALIFICATION CRITERIA

3.1 Evaluation parameters

3.1.1 The Employer shall use the factors, methods, criteria, and requirements defined in Section 3: Eligibility and Qualification Criteria, read in conjunction with **Clause 2.19.1 of Section 2**, to evaluate the qualifications of the Bidders, and no other methods, criteria, or requirements shall be used. The Employer reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of a Bidder to perform the contract.

3.1.2 The Bidders meeting the qualification requirements as per this RFQ cum RFP shall be notified officially after due verification of their credential information in support of qualification.

3.1.3 The Bidders meeting the qualification criteria shall be eligible for the opening of the financial BIDs

3.2 Qualification of Bidders

3.2.1 The credentials of eligible Bidders shall be measured in terms of their Experience. All Bidders who fulfil the conditions of eligibility & Qualification Criteria specified in this **Clause 3.2** and meet the other conditions specified in this RFQ cum RFP shall be qualified.

3.2.2 The Bidders meeting the qualification requirements as per this RFQ cum RFP shall be notified officially after due verification of their credential information in support of qualification.

3.2.3 The Bidders meeting the qualification criteria shall be eligible for the opening of the financial BIDs.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS			DOCUMENTATION
Criteria No.	**Subject**	**Requirement**	**Single Entity**	**JV (existing or intended)**		**Submission Requirements**
				All Parties Combined	**Each Member**	
1	ELIGIBILITY					
1.1	Conflict between the Single Entity Applicant and a member of the JV Applicant	No Single entity Applicant is a member of another JV Applicant or vice versa in accordance with **Clause 2.2.1(a)** and **2.2.1(b)**	Must meet the requirement	Must meet the requirement	Must meet the requirement	APPENDIX-IA: LETTER COMPRISING THE TECHNICAL BID
1.2	Indian Registered Companies	The Applicant shall be an Indian registered company incorporated under the Companies Act 1956 or 2013.	Must meet the requirement	Must meet the requirement	Must meet the requirement	APPENDIX-IA: LETTER COMPRISING THE TECHNICAL BID
1.3	Conflict of Interest	No conflicts of interest in accordance with **Clause 2.2.1(c)**	Must meet the requirement	Must meet the requirement	Must meet the requirement	APPENDIX-IA: LETTER COMPRISING THE TECHNICAL BID
1.4	Suspension Based on Execution of Bid Securing Declaration by the Government	Not under suspension based on execution of a Bid Securing Declaration in accordance with **Clause 2.2.1(f)**	Must meet the requirement	Must meet the requirement	Must meet the requirement	APPENDIX-IA: LETTER COMPRISING THE TECHNICAL BID

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS			DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)		Submission Requirements
				All Parties Combined	Each Member	
1.5	Barred by the Government	Not barred by the Government as on the Application Due Date in accordance with **Clause 2.2.1(g)**	Must meet the requirement	Must meet the requirement	Must meet the requirement	ANNEXURE XVIII: AFFIDAVIT FROM BIDDER FOR NON-BLACKLISTING
1.6	Not Charge Sheeted, or Convicted by a court of Law	Not charge sheeted by any agency of the Government / convicted by a court of Law in relation to the Security and Integrity of the country in accordance with **Clause 2.2.1(h)**	Must meet the requirement	Must meet the requirement	Must meet the requirement	APPENDIX-IA: LETTER COMPRISING THE TECHNICAL BID
1.7	No Investigation related to the Security and Integrity of the Country	No investigation, related to the security and integrity of the country, by a regulatory authority, is pending in accordance with **Clause 2.2.1(i)**	Must meet the requirement	Must meet the requirement	Must meet the requirement	APPENDIX-IA: LETTER COMPRISING THE TECHNICAL BID
1.8	Corporate Debt Restructuring (CDR)	should not undergone, or is currently undergoing any CDR, Strategic Debt Restructuring (SDR), Scheme of Arrangement with lenders, Resolution Plan under the Insolvency and Bankruptcy Code, 2016, or any similar debt restructuring mechanism during the last five (5) years preceding the Bid Due	Must meet the requirement	Must meet the requirement	Must meet the requirement	ANNEXURE VIII: CERTIFICATE FOR CORPORATE DEBT RESTRUCTURING

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS			DOCUMENTATION
Criteria No.	**Subject**	**Requirement**	**Single Entity**	**JV (existing or intended)**		**Submission Requirements**
				All Parties Combined	**Each Member**	
		Date. CDR. The Statutory Auditor's Certificate in this regard shall be furnished with the Application (refer to **ANNEXURE VIII**) in accordance with **Clause 2.2.1(j)**				
1.9	General Finance Rule (GFR) Compliance	Compliant to Rule 144(xi) of the General Financial Rules (GFRs), 2017 including amendment/ revision issued vide Order (Public Procurement No. 4), Office Memorandum No. F.7/10/2021-PPD (1) dated 23-02-2023.	Must meet the requirement	Must meet the requirement	Must meet the requirement	APPENDIX-IA: LETTER COMPRISING THE TECHNICAL BID

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	**Subject**	**Requirement**	**Single Entity**	**JV (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**Lead**	
2	FINANCIAL SITUATION AND PERFORMANCE						
2.1	Financial Capabilities	The audited balance sheets for the last *5 (five) financial* years shall be submitted and must demonstrate the current soundness of the Applicant's financial position. *Note: The information submitted by the Applicant must mention Total Assets, Current Assets, Total Liabilities, Current Liabilities, Share Capital, Profit Before Taxes, and Profit After Taxes	Must be submitted	Must be submitted	Must be submitted and meet in the ratio of the JV share	Must be submitted and meet in the ratio of the JV share	Audited balance sheets/financial statements of the last five years
		(i) Evidence of Access to or Availability of Credit Facilities for this project from any Schedule/ Nationalised bank (incorporated in India and approved by RBI) of not less than **Rs. 204. Crore. (Rupees Two Hundred Four Crore Only)**.	Must meet the requirement	Must meet the requirement	Must meet the requirement in the ratio of the JV share	Must meet the requirement in the ratio of the JV share	ANNEXURE IV: FINANCIAL CAPACITY OF THE BIDDER & ANNEXURE XV: BANK CERTIFICATE
		(ii) The Applicant shall have a minimum Net Worth (the "Financial Capacity") of **Rs. 368**	Must meet the requirement	Must meet the requirement	Must meet the requirement	Must meet the requirement	ANNEXURE IV: FINANCIAL

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	**Subject**	**Requirement**	**Single Entity**	**JV (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**Lead**	
		Crore (Rupees Three Hundred and Sixty Eight Crore Only) at the close of the preceding financial year.			in the ratio of the JV share	in the ratio of the JV share	CAPACITY OF THE BIDDER
		(iii) Applicant has not incurred any loss in more than two financial years during the last five financial years.	Must meet the requirement	Must meet the requirement	Must meet the requirement	Must meet the requirement	ANNEXURE IV: FINANCIAL CAPACITY OF THE BIDDER
2.2	Minimum annual Construction Turnover	Minimum annual construction turnover[1] Equivalent to Rs.1635 Crore in any one year during the last five (5) financial years **(Rupees One Thousand Six Hundred Thirty-Five Crore Only)** calculated as total certified payments received for contracts in progress and/or completed.	Must meet the requirement	Must meet the requirement	Must meet the requirement in the ratio of the JV share	Must meet the requirement in the ratio of the JV share and in no case be less than 51%.	ANNEXURE V: AVERAGE ANNUAL CONSTRUCTION TURNOVER
2.3	Tendering Capacity	The Applicant should have a minimum available Tendering Capacity of **Rs 2450. Crore (Rupees Two Thousand Four Hundred Fifty Crore Only)** in accordance with the formula	Must meet the requirement	Must meet the requirement	Must meet the requirement in the ratio of the JV share	Must meet the requirement in the ratio of the JV share	ANNEXURE VII: TENDER CAPACITY & ANNEXURE VI: CURRENT

[1] If the annual construction turnover is not clearly stated in the Audited Balance Sheets / Financial Statements of the Applicant /JV member, specific certificate issued by its Statutory Auditors, should be submitted.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	**Subject**	**Requirement**	**Single Entity**	**JV (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**Lead**	
		stated in ANNEXURE VII: TENDERING CAPACITY Note 1: The Statement showing the value of existing commitments and ongoing works, as well as the stipulated period completion remaining for each of the works listed, should be countersigned by the Statutory Auditor of the company. Note.2: In case the bidder submits that there are no existing commitments and ongoing works anywhere in the country, he shall file an affidavit to that effect duly notarized with undertaking for criminal prosecution if					CONTRACT COMMITMENTS

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	**Subject**	**Requirement**	**Single Entity**	**JV (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**Lead**	
		anything found in the affidavit information is untrue besides the right of the Employer to terminate the contract and for other legal recourse. Value of Works shall be updated to the current value @10% pa. If the Tenderer fails to meet any of the criteria as per the above clause, such Tenderer will ot be evaluated in further steps.					
3	TECHNICAL EXPERIENCE						
3.1			Must meet the requirement of at least one (01) contract of a minimum			Lead member of JV must meet the requirement of at least one (01) contract of	ANNEXURE II: SIMILAR WORK EXPERIENCE

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	**Subject**	**Requirement**	**Single Entity**	**JV (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**Lead**	
	Similar Work(s) Experience[2]	A minimum number[3] of similar works specified below that have been successfully completed[4] as a prime contractor or joint venture member[5], or subcontractor[5] between **01st November 2016 to 31st October 2026**. The word "Similar Works" means the construction of integrated infrastructure development projects of Industrial township/ Industrial parks (like Pharma park/ Apparel Park/ Food park/ Biotechnology Park/ IT parks etc.)/ SEZs/ Roads/ Airport/ Railways/ Port/ Utilities in urban	value of **Rs. 1960 Crore (Rupees One Thousand Nine Hundred Sixty Crore Only)**			minimum value of **Rs. 1960. Crore (Rupees One Thousand Nine Hundred Sixty Crore Only)**	
			OR	**OR**	**OR**	**OR**	
			Must meet the requirement of at least two (02) contracts, each of minimum	Must meet the requirement of at least two (02) contracts, each of minimum	member of JV must meet at least one (01) contract of minimum value **Rs. 1225 Crore**	Lead member of JV must meet the requirement of at least one (01) contract of minimum	ANNEXURE II: SIMILAR WORK EXPERIENCE

[2] The Similar Works experience(s) of Group Companies, Parent Companies or Sister Companies, Concessionaires and Developers or Works executed for such entities shall not be considered for evaluation. The Bidders are advised to strictly adhere to their requirement and submit the Similar Works experience(s) from the client(s) of the Bidder Only. It is further clarified that, in the case of experience claimed by an EPC entity under a concession project, only certificates issued by the authority owning the project shall be considered for evaluation of the experience. Any certificate issued by the concessionaire, contractor, subcontractor, special purpose vehicle (SPV), or any other entity shall not be considered for evaluation.

[3] Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

[4] Only such works shall be considered which are completed as evidenced by the client certificate. The cost of land shall not be considered to determine the cost of the works.

[5] For contracts under which the Bidder participated as a member of a joint venture/consortium; or as a sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	**Subject**	**Requirement**	**Single Entity**	**JV (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**Lead**	
		area (like water, wastewater, drainage, power distribution, water treatment plants, sewage treatment plants/ effluent treatment plants) for any Government or Private developments. These projects should comprise of roads and at least 2 components out of storm water, water supply, wastewater collection, power distribution, ICT infrastructure, treatment plants (WTP/STP/CETP).	value **Rs. 1225 Crore (Rupees One Thousand Two Hundred Twenty Five Crore Only)**	value **Rs. 1225 Crore (Rupees One Thousand Two Hundred Twenty Five Crore Only)**	**(Rupees One Thousand Two Hundred Twenty Five Crore Only)**	value **Rs. 1225 Crore, (Rupees One Thousand Two Hundred Twenty Five Crore Only)**	
			OR	OR	OR	OR	
			Must meet the requirement of at least three (03) contracts, each of minimum value **Rs. 980 Crore (Rupees Nine Hundred Eighty Crore Only)**	Must meet the requirement of at least three (03) contracts, each of minimum value **Rs. 980Crore (Rupees Nine Hundred Eighty**	member of JV must meet at least one (01)contract of minimum value **Rs. 980 Crore.** **(Rupees Nine Hundred Eighty Crore Only)**	Or Lead member of JV must meet the requirement of at least two (02) contracts each of minimum value **Rs. 980 Crore (Rupees Nine Hundred**	ANNEXURE II: SIMILAR WORK EXPERIENCE

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	**Subject**	**Requirement**	**Single Entity**	**JV (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**Lead**	
				Crore Only)		**Eighty Crore Only)**	
3.2	Construction Experience [6] in Key Activities	For the above and/or any other contracts completed and /or under implementation as prime contractor, or joint venture /consortium member, or sub-contractor [5] between **01st November 2016 to 31st October 2026**, a minimum construction experience in the following key activities successfully completed[7]:					ANNEXURE III: CONSTRUCTION EXPERIENCE
		Key Construction Activity No. 1: Construction of power substations and laying of power transmission/ distribution network, the Bidder or any member of the JV shall have satisfactorily completed and commissioned at	Must meet the requirement	Must meet the requirement	Any member of the JV must meet the requirement.	Any member of the JV must meet the requirement.	ANNEXURE III: CONSTRUCTION EXPERIENCE

[6] The construction experience(s) of Group Companies, Parent Companies or Sister Companies, Concessionaires and Developers or Works executed for such entities shall not be considered for evaluation. The Bidders are advised to strictly adhere to their requirement and submit the construction experience(s) from the client(s) of the Bidder Only.

[7] Quantity of key activity can be demonstrated in one or more contracts.

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	Subject	Requirement	Single Entity	JV (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	Lead	
		least 2 number of minimum 33kV GIS/AIS substation and laying of minimum 40 kms of power transmission/ distribution network cables. The experience shall be considered from not more than three (3) contracts executed by the Bidder for the said criteria.					
		Key Construction Activity No. 2: Construction of similar nature of works like integrated infrastructure projects for an area not less than 700 Acres or a Value of work not less than Rs. 1225 Crore (Rupees One Thousand Two Hundred Twenty Five Crore Only). The word "Similar Works" means the construction of integrated infrastructure development projects of Industrial township/ Industrial parks (like Pharma Park/ Apparel Park/ Food Park/ Biotechnology Park/ IT parks	Must meet the requirement	----	Any one member of the JV must meet the requirement.	Any one member of the JV must meet the requirement.	ANNEXURE III: CONSTRUCTION EXPERIENCE

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	**Subject**	**Requirement**	**Single Entity**	**JV (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**Lead**	
		etc.)/ SEZs/ Roads/ Airport/ Port/ Railways/ Utilities in urban area (like water, wastewater, drainage, power distribution, water treatment plants, sewage treatment plants/ effluent treatment plants) for any Government or Private developments. These projects should comprise of roads and at least 2 components out of storm water, water supply, wastewater collection, power distribution, ICT infrastructure, treatment plants (WTP/STP/CETP).					
		Key Construction Activity No. 3: **Design and Engineering** of similar nature of works like integrated infrastructure projects for an area not less than 700 Acres or a Value of work not less than Rs. 1225 Crore (Rupees One thousand Two Hundred Twenty Five Crore Only).	Must meet the requirement	----	Any one member of the JV must meet the requirement.	Any one member of the JV must meet the requirement.	ANNEXURE III: CONSTRUCTION EXPERIENCE

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	**Subject**	**Requirement**	**Single Entity**	**JV (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**Lead**	
		The word “Similar Works” means the construction of integrated infrastructure development projects of Industrial township/ Industrial parks (like Pharma Park/ Apparel Park/ Food Park/ Biotechnology Park/ IT parks etc.)/ SEZs/ Roads/ Airport/ Port/ Railways/ Utilities in urban area (like water, wastewater, drainage, power distribution, water treatment plants, sewage treatment plants/ effluent treatment plants) for any Government or Private developments. These projects should comprise of roads and at least 2 components out of storm water, water supply, wastewater collection, power distribution, ICT infrastructure, treatment plants (WTP/STP/CETP).					
4	Personnel & Equipment Capabilities						

ELIGIBILITY AND QUALIFICATION CRITERIA			COMPLIANCE REQUIREMENTS				DOCUMENTATION
Criteria No.	**Subject**	**Requirement**	**Single Entity**	**JV (existing or intended)**			**Submission Requirements**
				All Parties Combined	**Each Member**	**Lead**	
4.1	Personnel Capabilities	An undertaking to be provided by the Applicant, as per ANNEXURE IX: KEY PERSONNEL. Minimum 50 engineers.	Must meet the requirement	Must meet the requirement	---	------	ANNEXURE IX: KEY PERSONNEL
4.2	Equipment Capabilities	An undertaking to be provided by the Applicant, as per ANNEXURE X: KEY EQUIPMENT. Equipment standard list.	Must meet the requirement	Must meet the requirement	**---**	**---**	ANNEXURE X: KEY EQUIPMENT

Specialised Subcontractors: In case any Specialised Subcontractor is proposed by the Applicant/Bidder (Single Entity or JV) in his Application, it shall comply with the following additional requirements:

The Bidder shall mandatorily submit relevant documents (certified work orders and completion certificates from the procuring entity indicating detailed scope, ratings, quantity, completion date etc.) details along with the MOU on a Judicial stamp paper of one or more Specialised Subcontractor for Key Activity No. 1 and 3 respectively as described in Criteria No. 3.2 of Section 3: Eligibility and Qualification Criteria. However, the bidder shall propose only one (01) Specialised Subcontractor during execution stage for execution of the said activity for approval of employer.

4 FRAUD AND CORRUPT PRACTICES

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

Without prejudice to the rights of the Employer hereinabove and the rights and remedies which the Employer may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Employer during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **"Corrupt practice"** means

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

ii. save and except as permitted under Clause 2.2.1 of this RFQ cum RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the

Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;

(b) **"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;

(c) **"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;

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

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

(f) **"Anti-competitive practice"** means any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Consultants, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;

(g) **"Obstructive practice"** means materially impeding the procuring entity's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Procuring Entity's rights of an audit or access to information.

5 PRE-BID CONFERENCE

Pre-BID conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each prospective Bidder shall be allowed to participate upon the production of the authority letter from the Bidder. Prebid queries from the interested bidders shall be entertained in writing through online mode, two (2) days prior to the Prebid conference. The Prebid queries can be raised in the format as per **Appendix III**.

During the course of the Pre-BID conference, the Bidders will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer shall endeavour to provide clarifications in writing to all the bidders and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

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6 MISCELLANEOUS

6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.1.2 The Employer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- consult with any Bidder in order to receive clarification or further information;
- pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- retain any information and/ or evidence submitted to the Employer by, on behalf of, and/ or in relation to any Bidder; and/ or
- independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.1.3 It shall be deemed that by submitting the BID, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.1.4 Integrity Pact (IP)

Bidder shall submit the Integrity pact **(Annexure XVII)** duly signed by an authorised signatory with the RFP Bid & shall be part of the Contract Agreement;

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Part C: Appendices

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APPENDIX IA: Letter Comprising the Technical Bid

To
The Managing Director,
Maharashtra Industrial Township Limited (MITL)
Udyog Sarathi, MIDC Office,
Andheri East, Mumbai - 400093, India

Subject: Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC - Bidkin Industrial Area (BIA) Sector B & C on EPC Basis. – Package A under Delhi Mumbai Industrial Corridor.

Dear Sir,

With reference to your RFQ cum RFP document dated we, having examined the document and understood its contents, hereby submit our BID for the aforesaid Project. The BID is unconditional and unqualified. We acknowledge that the Employer reserves the right of "Assignment" of ownership during the BID process or after award of contract, to SPV in its post formation.

1) We undertake to fully co-operate with the Employer for any documentation legally enforceable for recognition and effectuation of such transfer of ownership.

2) We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying such BID for selection of the Bidders for the aforesaid Project, and we certify that all information provided in the BID and in Annexures I to XVIII is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such BID are true copies of their respective originals.

3) This Statement is made for the express purpose of qualifying as a Bidder for the Design and construction of the aforesaid Project and Operation & Maintenance of the Project during the Defects Liability Period.

4) We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Qualification Statement.

5) We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6) We certify that in the last three years, any of the Joint Venture Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award, nor been expelled from any Project or contract by any public Employer nor have had any contract terminated by any public Employer for breach on our part.

7) We declare that:

a) We have examined and have no reservations to the RFQ cum RFP document, including any Addendum issued by the Employer.

b) We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.1 (d) of the RFQ cum RFP document; and

c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the RFQ cum RFP document, of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any Government, Central or State; and

d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ cum RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8) We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.9 of the RFQ cum RFP document.

9) We believe that we/ our Joint Venture/ proposed Joint Venture satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ cum RFP document and are qualified to submit a BID.

10) We declare that we/ any Member of the Joint Venture is not a Member of a/ any other Joint Venture applying for BID.

11) We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Employer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12) We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13) We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Joint Venture or against our CEO or any of our directors/ managers/ employees.

14) We further certify that we/ any Member of the Joint Venture are not barred by the Central/ State Government or any entity controlled by it, from participating in any Project (EPC or otherwise), and that no bar subsists as on the date of BID.

15) We further certify that we are qualified to submit a BID in accordance with the guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply

mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix II thereof.

16) We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ cum RFP, we shall intimate the Employer of the same immediately.

17) The Statement of Legal Capacity as per format provided at Annexure -XI in Appendix-IA of the RFQ cum RFP document, and duly signed, is enclosed. The power of attorney for signing of BID and the power of attorney for Lead Member of Joint Venture, as per format provided at Annexure XII and XIII respectively of the RFQ cum RFP, are also enclosed.

18) We certify that the {Bidder} is an existing Company incorporated under the Indian Companies Act, 1956 or 2013

19) We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection / Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20) We hereby confirm our Compliance with Rule 144(xi) of GFRs, 2017, including amendment/revision issued vide Order (Public Procurement No. 4), Office Memorandum No. F.7/10/2021-PPD (1) dated 23-02-2023.

21) The documents accompanying the Technical BID, as specified in Clause 2.13.1 of the RFQ cum RFP, have been submitted in separate files.

22) We offer a BID Security of Rs.---------- (Rupees ---------- only) to the Employer in accordance with the RFQ cum RFP Document.

23) The BID Security in the form of a Bank Guarantee/Insurance surety Bond/Demand Draft is attached.

24) We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.

25) We certify that in terms of the RFQ cum RFP, our Net Worth is Rs. …… (Rupees. In words)

26) We undertake to engage personnel specialised/ sub-Contractors for the Design and construction of those elements of the Project for which we do not have adequate experience.

27) We agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the EPC Agreement.

28) We hereby submit our BID and offer a BID Price as indicated in the Financial BID for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

29) We shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the RFQ cum RFP.

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

For and on behalf of ……[*Name of the Bidder/name of the Joint Venture, as applicable*]

……. …….

[*Signature*] [*Seal of the Bidder/Joint Venture*]

…….

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

…….

[*Designation of the person signing the Bid*]

…….

[*Date DD/MMM/YYYY*]

ANNEXURE I: DETAILS OF BIDDER

Subject: Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis. – Package A under Delhi Mumbai Industrial Corridor.

1) Bidder details:
   a) Name
   b) Country of incorporation
   c) Address of the corporate headquarters and its branch office(s), if any, in India:
   d) Date of incorporation and/ or commencement of business
2) Brief description of the Company, including details of its main lines of business and proposed role and responsibilities in this Project:
3) Details of individual(s) who will serve as the point of contact/ communication for the Employer:
   a) Name
   b) Designation
   c) Company
   d) Address
   e) Telephone number
   f) E-mail address
   g) Fax Number
4) Particulars of the Authorised Signatory of the Bidder
   a) Name
   b) Designation
   c) Address
   d) Telephone number
   e) Fax Number
5) In case of a Joint Venture
   a) The information above (1-4) should be provided for all the Members of the Joint Venture.
   b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.4 (K) should be attached to the BID.
   c) Information regarding the role of each Member should be provided as per the table below:

S.No	Name of Member	Role* **{Refer Clause** Error! Reference source not found. **(d) & (k)}**	**Share of work in the Project {Refer Clauses** Error! Reference source not found. **(a), & (c) & (d) & (k)}**
1			
2			
3			

d) The following information shall also be provided for each Member of the Joint Venture:

Name of Bidder/ member of Joint Venture:

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

e) The updated following information w.r.t para 2.2.1(k) for the Bidder and each Member of the Joint Venture:

Name of Bidder/ member of Joint Venture:

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

6) A Statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in past Projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Attached are copies of the original documents of:

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

(ii) (a) Memorandum of Association and (b) Articles of Association, or equivalent documents. In case of a partnership firm, a copy of the partnership deed shall be submitted.

(iii) Organisational chart and List of Board of Directors.

For and on behalf of *……[Name of the Bidder/name of the Joint Venture, as applicable]*

……. ……

[Signature] *[Seal of the Bidder/Joint Venture]*

……..

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

……..

[Designation of the person signing the Bid]

……..

[Date DD/MMM/YYYY]

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ANNEXURE II: SIMILAR WORK EXPERIENCE[8]

(*Eligibility and Qualification Criteria No. 3.1*)

Subject: Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis – Package A under Delhi Mumbai Industrial Corridor.

[The following table shall be filled in for contracts performed by the Bidder, each member of the Joint Venture]

Bidder's Name: [insert full name]

Joint Venture Member's Name: [insert full name]

Similar work No. ***[insert number]* of *[insert number of similar works required]***	**Information**		
Description of the similarity in accordance with similar work as defined in Section 3, Eligibility and Qualification Criteria No. 3.1			
Contract Identification	*[insert contract name and number, if applicable]*		
Award date	*[insert day, month, year]*		
Commencement date	*[insert day, month, year]*		
Completion date	*[insert day, month, year]*		
Role in Contract *[check the appropriate box]*	Prime Contractor	Member in Joint Venture/ Consortium of Contractor	Sub-contractor
Total Contract Amount	*[insert total contract amount in local currency]*		INR *[insert Exchange rate and total contract amount in INR equivalent]**
Total Contract Amount after accounting for escalation as per the provision given below **	*[insert total contract amount in INR after escalation]*		
If a member is in a joint venture/ Consortium or sub-contractor, specify participation in the total contract amount	*[insert a percentage amount]*	*[insert total contract amount in local currency]*	*[insert exchange rate and total contract amount in INR equivalent]**
Employer's Name:	*[insert full name]*		
Address: Telephone/fax number E-mail:	*[indicate street/number/town or city/country]* *[insert telephone/fax numbers, including country andcity area codes]* *[insert e-mail address, if available]*		

[8] The Similar Works experience(s) of Group Companies, Parent Companies or Sister Companies, Concessionaires and Developers shall not be considered for evaluation. The Bidders are advised to strictly adhere to their requirement and submit the Similar Works experience(s) from the client(s) of the Bidder Only (see Section 3, Eligibility and Qualification Criteria No. 3.1)

For and on behalf of ……*[Name of the Bidder/name of the Joint Venture, as applicable]*

…….. ……

[Signature] *[Seal of the Bidder/Joint Venture]*

……..

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

……..

[Designation of the person signing the Bid]

……..

[Date DD/MMM/YYYY]

* Refer to Appendix IV for the source of the exchange rate.

**For completed works, escalation @ 10% per annum (applied from the date of completion of the works until 31st October 2026) shall be considered for equating the works of the previous years to the current year for Indian Rupees (INR).

In case of currencies other than INR, for equating the works of the previous years to the current year, an escalation of 2% per annum on the foreign currency amount shall first be applied (applied from the date of completion of the works until 31st October 2026). The resulting amount shall then be converted in to INR using the exchange rate applicable on 31st October 2026.

ANNEXURE III: CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES[9]

(Eligibility and Qualification Criteria No. 3.2)

Subject: Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis. – Package A Delhi Mumbai Industrial Corridor.

[The following table shall be filled in for contracts performed by the Bidder and/or each member of Joint Venture, as applicable]

[Each and every key construction activity and in case of more contracts pursuant to Criteria 3.2 of Section 3, each contract details, shall be filled in separate form]

Bidder's Name: [insert full name]

Joint Venture Member's Name: [insert full name]

Key Construction Activity No.: ……[insert respective key construction activity no. and description as given at Eligibility and Qualification Criteria No. 3.2 in Section 3]

Details of key construction activity executed under the contract

	Information		
Contract Identification	*[insert contract name and number, if applicable]*		
Employer's Name	*[insert full name]*		
Address: Telephone/Fax Number Email:	*[indicate street/ number/ town or city/ country]* *[insert telephone/ fax numbers, including country and city area codes]* *[insert e-mail address, if available]*		
Contract awarded to	*[insert name of firm to whom the contract was awarded]*		
Contract Award date	*[insert day, month, year]*		
Contract Commencement date	*[insert day, month, year]*		
Contract Completion date	*[insert day, month, year]*		
Total Contract Amount	*[insert total contract amount in contract currency(ies)]*	INR *[insert exchange rate* and total contract amount in INR equivalent]*	
Role in Contract *[check the appropriate box]*	Prime Contractor ☐	Member in Joint Venture/Consortium of Contractor ☐	Sub-contractor ☐
Applicant's participation (in percentage) in Contract	100% (in case of Contractor being a single entity). ……% (in case of Contractor being a JV/Consortium)		100% (in case of Sub-contractor being a single entity). ……..% (in case of Sub-contractor

[9] The construction experience(s) of Group Companies, Parent Companies or Sister Companies, Concessionaires and Developers or Works executed for such entities shall not be considered for evaluation. The Bidders are advised to strictly adhere to their requirement and submit the construction experience(s) from the client(s) of the Bidder Only (see Section 3, Eligibility and Qualification Criteria No. 3.2)

	Information		
			being a JV/Consortium)
Description and details of key activity executed under the Contract:			
Key activity no. …. ** and its start/ completion date as per contract or client's certificate	Component of Key Activity: *[insert description of key activity]* Quantity: *[insert number of such key activities executed]* Key activity start date: *[insert start date]* Key activity completion date: *[insert completion date]*		
	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)

Supporting documents submitted for the key activity along with this form.

[insert here the description of supporting document annexed with this form to substantiate the key activity]

1. …….

2. …….

3. …….

For and on behalf of ……..*[Name of the Bidder/name of the Joint Venture, as applicable]*

…….. ……..

[Signature] *[Seal of the Bidder/Joint Venture]*

……..

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

……..

[Designation of the person signing the Bid]

……..

[Date DD/MMM/YYYY]

* Refer Appendix IV for source of exchange rate.

** For Key Construction Activity No. 1, 2 & 3 in case of Applicant's /JV Member's role in contract is/was as a member of Contractor's / Sub-contractor's JV, it shall substantiate that the key construction activity was in his scope under the contract. This substantiation could be through the client's certificate or Joint Venture agreement or other appropriate document.

ANNEXURE IV: FINANCIAL CAPACITY OF THE BIDDER

(Eligibility and Qualification Criteria No. 2.1)

Subject: Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis. – Package A under Delhi Mumbai Industrial Corridor.

[The following table shall be filled in for the Bidder and each member of Joint Venture, as applicable]

Bidder's Name: [insert full name]

Joint Venture Member's Name: [insert full name]

1) Financial Data

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

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

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

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

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

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

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

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

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

Membership No. of the Statutory Auditor: ……

UDIN No.: ……

2) Financial documents

a) The Audited Balance Sheets, Profit and Loss Account and cash flow statement of Group Companies, or Sister Companies shall not be considered for evaluation unless they are part of JV. The Applicants are advised to strictly adhere to this requirement and submit the above statements of the Applicant or of the each member of JV only.

b) The Bidder or each member of Joint Venture shall attach copies of the Audited Balance Sheets for 5 (five) years preceding the Application Due Date, which shall:

i. reflect the financial situation of the Bidder, and not an affiliated entity (such as parent company or group member);

ii. be statutorily audited;

iii. be complete, including all notes attached thereto;

iv. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

c) The Bidder shall also provide the name and address of the Bankers to the Bidder

Note:

1) Year 1 will be the latest completed financial year, preceding the Application Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. For avoidance of doubt, financial year shall, for the purposes of the Application hereunder, mean the accounting year followed by the Applicant in the normal course of its business.

2) If the most recent set of Balance Sheet or the Financial Statement, as the case may be, is for a period earlier than 12 months from the date of application, justification should be provided for the same.

ANNEXURE V: MINIMUM ANNUAL CONSTRUCTION TURNOVER[10]

(Eligibility and Qualification Criteria No. 2.2)

Subject: Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis. – Package A under Delhi Mumbai Industrial Corridor.

[The following table shall be filled in for the Bidder and each member of the Joint Venture]

Bidder's Name: [insert full name]

Joint Venture Member's Name: [insert full name]

Annual Construction Turnover			
Year (Financial year to be indicated by Applicant)	**Amount Currency**	**Exchange rate****	**INR equivalent**
[indicate financial year]	[insert amount and indicate currency]		
FY – 2025-26			
FY – 2024-25			
FY – 2023-24			
FY – 2022-23			
FY – 2021-22			
Minimum Annual Construction Turnover during last 5 years			

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

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

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

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

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

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

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

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

Membership No. of the Statutory Auditor: ……

UDIN No.: ……

***** Annual Construction Turnover should be substantiated through (i) Audited Balance Sheets of the relevant financial years, provided the figures, are stated in the Balance Sheet(s) or (ii)

[10]The Annual Construction Turnover of Group Companies, Parent Companies or Sister Companies shall not be considered for evaluation. The Bidders are advised to strictly adhere to this requirement and submit the Balance Sheets, specific certificate issued by its Statutory Auditors

Specific certificate(s) issued by its Statutory Auditors or in case the accounts of the Applicant or of the members of JV are not required to be statutorily audited, certified in accordance with local legislation or (iii) Certificate(s) issued by the Clients

** Refer **Appendix IV** for date and source of exchange rate.

ANNEXURE VI: CURRENT CONTRACT COMMITMENTS

(Eligibility and Qualification Criteria No. 2.1 & 2.3)

Subject: Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis – Package A under Delhi Mumbai Industrial Corridor.

[The following table shall be filled in for the Bidder and each member of Joint Venture]

Bidder's Name: [insert full name]

Joint Venture Member's Name: [insert full name]

S. No.	Name of the Contract	Joint venture/Consortium Percentage Share (%)	Commencement Date as per Contract	Completion Date as per Contract	Period of actual completion of work (in months)	Total Contract Value with currency	Currency Conversion Rate	Converted Contract Value (in INR Crore)	Work done up to 31 March 2025 (in INR Crore)	Value of works outstanding as on 31 March 2025 [Col. 9 minus Col. 10 (in INR Crore)]	Converted Contract Value Share of Applicant (in INR Crore)	Value of works outstanding as on 31 March 2025 Share of Applicant
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
(A) List of all current contracts in progress which have started before the closing of the latest submitted Audited Balance Sheet												
1												
2												
3												
…												
Total (A)												

S. No.	Name of the Contract	Joint venture/Consortium Percentage Share (%)	Commencement Date as per Contract	Completion Date as per Contract	Period of actual completion of work (in months)	Total Contract Value with currency	Currency Conversion Rate	Converted Contract Value (in INR Crore)	Work done up to 31 March 2025 (in INR Crore)	Value of works outstanding as on 31 March 2025 [Col. 9 minus Col. 10 (in INR Crore)]	Converted Contract Value Share of Applicant (in INR Crore)	Value of works outstanding as on 31 March 2025 Share of Applicant
(B) List of all current contracts in progress which have been started or to be started after the closing of the latest submitted Audited Balance Sheet till 31 March 2025												
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
1												
2												
3												
4												
…												
Total (B)												
Total (A+B)												

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

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

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

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

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

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

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

……... (Seal of the Statutory Auditor)

Membership No. of the Statutory Auditor: ……

UDIN No.: ……

Note:

1. Applicants should provide information on their current commitments on all Construction contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued even if completion of such works spills over beyond completion period of this contract.
2. For the purpose of conversion of foreign currency into Indian Rupees (INR), Applicants shall use the Foreign Currency Reference Rates published on 31 March 2026. Refer Annexure-V for source of Exchange rate.
3. The financial data in above prescribed format (Annexure - VI) shall be certified by the Statutory Auditors/ Chartered Accountants of the Applicant.

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ANNEXURE VII: TENDERING CAPACITY

(Eligibility and Qualification Criteria No. 2.3)

Subject: Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis – Package A under Delhi Mumbai Industrial Corridor.

[The following table shall be filled in for the Bidder and each member of Joint Venture]

Bidder's Name: [insert full name]

Joint Venture Member's Name: [insert full name]

Maximum annual construction turnover in any one year during the last five (5) financial years*	Value of works outstanding as on 31 March 2026 (in INR Crore)	No. of years prescribed for Completion of the works for which tenders are invited	Available Tendering Capacity (in INR Crore)
A	**B**	**N**	**(A x N x 1.5 – B)**
Amount as per Annexure - V	Total as per Column 13 of Annexure - VI	**3**	

Note:

Available Tendering Capacity shall be equal to or more than the Estimated Cost (Excluding O&M Cost & GST) of the Works

For and on behalf of ……..*[Name of the Bidder/name of the Joint Venture, as applicable]*

……..

……..

[Signature] *[Seal of the Bidder/Joint Venture]*

……..

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

……..

[Designation of the person signing the Bid]

……..

[Date DD/MMM/YYYY]

* Escalation @ 10% per annum (applied from the year until 31st October 2026) shall be considered for equating the works of the previous years to the current year for Indian Rupees (INR).

ANNEXURE VIII: CERTIFICATE FOR CORPORATE DEBT RESTRUCTURING

(Eligibility and Qualification Criteria No. 1.8)

Subject: Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis – Package A Delhi Mumbai Industrial Corridor.

TO WHOM IT MAY CONCERN

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

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

or

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

or

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

or

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

as on 31 March 2026.

And

Had not undergone, or is currently undergoing any CDR, Strategic Debt Restructuring (SDR), Scheme of Arrangement with lenders, Resolution Plan under the Insolvency and Bankruptcy Code, 2016, or any similar debt restructuring mechanism during the last five (5) years preceding the Bid Due Date.

(* Strike through not applicable.)

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

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

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

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

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

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

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

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

Membership No. of the Statutory Auditor: ……

UDIN No.: ……

Note:

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

ANNEXURE IX: KEY PERSONNEL

(Eligibility and Qualification Criteria No. 4.1)

Subject: Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis – Package A under Delhi Mumbai Industrial Corridor

I……., Authorized signatory of M/s……..having its registered /Head office at ……..do hereby confirm/declare that M/s …… have the below specified (Table-1) key personnel available/ employed in our organization. We also declare that we have 50 number of Engineers/Experts on our payroll in the last 2 years. We also declare that we have adequate manpower resources available for performing this project works. We also confirm that the expertise mentioned in the table below will be deployed at project site having Design and Construction of similar Projects with relevant experiences. We also understand that the figures indicated below are the minimum number of Project Personnel required which are to be deployed as per the minimum level of supervision and qualification/experience of site-staff as given in table. Any proposal with manpower less than as specified below will not be acceptable and considered as non-compliant to Tender requirements. The CVs of the below shall be approved by Employer / PMNC before deployment at project site.

Position	Min. No.	Min. qualification Required
Project Manager	1	B.Tech. in civil engineering preferably with PMP certification and min. 25 years of relevant work experience with min. 5 years in a similar urban development project. Should have been PM/TL for at least three similar projects of min. value of Rs. 980 Cr.
Dy. Project manager	1	B.Tech. in civil engineering with a minimum of 15 years of relevant work experience with a minimum of 3 years in a similar urban development project. Should have been Dy.PM/ Dy. TL for at least two similar projects of min. value of Rs. 980 Cr.
Planning Engineer	1	B.Tech. with PMP certification/master's in construction management with min. 10 years of relevant work experience Should have been a Planning Engineer for at least two similar projects of min. value of Rs. 980Cr.
Chief Interface Coordinator	1	B.Tech. in civil/electrical/mechanical engineering with min. 10 years of relevant work experience Should have experience in the interface between utilities for at least three similar projects.
Design Manager (Design Head)	1	M. Tech. (Transportation / Highway / PHE) and B.Tech. in civil engineering with min. 15 years of relevant work experience having min. 3 years in a similar urban development project. Should have been in a similar role for at least three similar projects of min. value of Rs. 980 Cr.
QA/QC Manager	2	B. Tech. in civil engineering with min. 10 years of relevant work experience along with a Diploma in QA. Should have worked as a QA/QC expert for at least

Position	Min. No.	Min. qualification Required
		three similar projects.
Mechanical, Electrical & Plumbing (MEP) Expert	1	B.Tech. (Electrical / Mechanical) with min. 10 years of relevant work experience Should have relevant experience for at least three similar projects.
Electrical Expert	1	B.Tech. (Electrical) with min. 10 years of relevant work experience Should have relevant experience for at least three similar projects.
Fire & HSE Manager (Safety Manager)	1	Relevant Degree or Diploma in Construction Safety with 10 years of min. relevant work experience for at least three similar projects.
- Construction Experts - Roads - Power - Water Supply - Sewerage - Mechanical & Instrumentation	Each One	Relevant Degree with min. 10 years of relevant work experience for at least three similar projects in their field. - B.E. / B.Tech. in civil Engineering - B.E. / B.Tech. in Electrical Engineering - B.E. / B.Tech. in civil Engineering - B.E. / B.Tech. in civil Engineering - B.E. / B.Tech. in Mechanical Engineering
Field Surveyor	1	Diploma in Civil Engineering with 10 years of minimum relevant work experience in surveying on at least three similar projects.

For and on behalf of *……..[Name of the Bidder/name of the Joint Venture, as applicable]*

…….
……..

[Signature] *[Seal of the Bidder/Joint Venture]*

…….

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

…….

[Designation of the person signing the Bid]

…….

[Date DD/MMM/YYYY]

ANNEXURE X: KEY EQUIPMENT

(Eligibility and Qualification Criteria No. 4.2)

Subject: Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis – Package A under Delhi Mumbai Industrial Corridor

I……., Authorized signatory of M/s……..having its regd/Head office at ……..do hereby confirm/declare that M/s…… have ownership/ possession through rent/ lease agreement of the below specified (Table) key equipment. We also declare that we have adequate plant and machinery available for performing the above subject works. We also understand that requirements specified below are the minimum key equipment required for the execution of the project. We also confirm that adequate plant, machinery and equipment shall be deployed at site for successful completion of the project works.

Sr. No	Equipment Details	Min. Numbers
1	JCB/Excavators	15
2	Automatic Batching Plant of 30 m^3/hr	2
3	Pneumatic Tyre Rollers	4
4	Concrete Pumps	5
5	Concrete Transit Mixers	10
6	Jib Cranes/eq.	4
7	Electrofusion jointing machine for PE pipes	8
8	Vibratory Compactor	10
9	Asphalt Plant	4
10	Tippers	50
11	Crushers	4
12	Submerged Arc Welding Unit	5
13	Automatic Welding Set	2
14	Pneumatic Pumps for Hydro test	8
15	Censor Paver for Bitumen work	2
16	Tandom Roller	8
17	Any other relevant machinery	

For and on behalf of *……..[Name of the Bidder/name of the Joint Venture, as applicable]*

……..

……...

[Signature] *[Seal of the Bidder/Joint Venture]*

……..

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

……..

[Designation of the person signing the Bid]

……..

[Date DD/MMM/YYYY]

ANNEXURE XI: STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder/ Lead Member of the Joint Venture)

Ref. Date:

To,

****

****

Dear Sir,

We hereby confirm that we/ our members in the Joint Venture (constitution of which has been described in the bid) satisfy the terms and conditions laid out in the RFQ cum RFP document.

We have agreed that (insert member's name) will act as the Lead

Member of our Joint Venture.*

We have agreed that …….. (insert individual's name) will act as our representative/ will act as the representative of the Joint Venture on its behalf* and has been duly authorized to submit the RFQ cum RFP. Further, the authorised signatory is vested with the requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

*Please strike out whichever is not applicable

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ANNEXURE XII: POWER OF ATTORNEY FOR SIGNING THE BID[11]

(Refer Clause 2.2.3)

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

IN WITNESS WHEREOF WE,……, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS……DAY OF……..2026.

For .....

(Signature, name, designation and address)

Accepted

……..

(signature)

(Name, Title and Address of the Attorney)

Witnesses:

1. _____

2._____

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

[11] To be submitted in original

Seal of the Notary Registration No. of the Notary

Date:.....

Notes:

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

ANNEXURE XIII: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE

(Refer Clause 2.2.4(c))

Whereas the ***** ("Employer") has invited BIDs from prequalified Bidders for the ***** Project (the "Project").

Whereas, ..., ..., and..... (collectively the "Joint Venture") being Members of the Joint Venture are interested in Bidding for the Project in accordance with the terms and conditions of the Request for Qualification (RFQ) and Request for Proposal (RFP) and other BID documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and the Employer to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's BID for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at....., M/s..... having our registered office at ……,M/s..... having our registered office at and ..... having our registered office at……..,(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S .....having its registered office at……., being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the Bidding Process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre- qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's BID for the in all respect Project and/ or upon award thereof till the EPC Agreement is entered into with the Employer & Compelled. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY…….OF **2026**.

For .....

(Signature)

……..

(Name & Title)

For .....

(Signature)

……..

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Joint Venture)

Notes:

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

ANNEXURE XIV: FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE

(Refer Clause 2.2.4(k))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of……2025.

BETWEEN

1) {……..Limited, a company incorporated under the Companies Act, 1956 or 2013} and having its registered office at …… (Hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2) {……Limited, a company incorporated under the Companies Act, 1956 or 2013} and having its registered office at (herein after referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

3) {……Limited, a company incorporated under the Companies Act, 1956 or 2013} and having its registered office at (herein after referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

4) The above mentioned parties of the FIRST, SECOND, THIRD PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party"**

WHEREAS,

A. [……., incorporated under the……..'Act……, represented by its…….. and having its principal offices at…….] (hereinafter referred to as the **"Employer"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited BIDs (the **"Bids"**) by its Request for Qualification & Request for Proposal No…… dated……..(the **"RFQ cum RFP"**) for of Bidders……..Project (the **"Project"**) through an EPC Agreement.

B. The Parties are interested in jointly Bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFQ cum RFP document and other BID documents in respect of the Project, and

C. It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the BID.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the Capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the "Joint Venture") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an EPC Agreement with the Employer for performing all its obligations as the Contractor in terms of the EPC Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the EPC Agreement;

(b) Party of the Second Part shall be {the Member of the Joint Venture; and}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ cum RFP, and the EPC Agreement , till such time as the completion of the Defects Liability Period in accordance with the EPC Agreement.

The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Joint Venture and shall at all times be liable and responsible for discharging the functions and obligations of the Joint Venture; and that each member of the Joint Venture shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Employer shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Employer shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Joint Venture.

6. Share of work in the Project

The Parties agree that the proportion of construction in the EPC Agreement to be allocated among the members shall be as follows:

First Party: [should have at-least 51% percentage participation]

Second Party: [should have at -least 20% percentage participation]

Third Party: [should have at-least 20% percentage participation]

The Parties undertake that they shall collectively hold 100% (hundred percent) of the percentage participation of the JV at all times until the Defects Notification

Period/Maintenance period of the Works. However, responsibility of carrying out the entire works up to completion including O&M shall be of the Lead member.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

   i. require any consent or approval not already obtained;

   ii. violate any Applicable Law presently in effect and having applicability to it;

   iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

   iv. violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

   v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

   i. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the EPC Agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is does not get selected for award of the

Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the BID Security by the Employer to the Bidder, as the case may be.

9. Miscellaneous

a) This Joint Bidding Agreement shall be governed by laws of {India}.

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of
LEAD MEMBER	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1. (Signature &Name)
2. (Signature & Name)

Notes:

1) The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2) Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

3) For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney has been executed.

ANNEXURE XV: SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES - BANK CERTIFICATE

(Issued by any Nationalized bank (incorporated in India and approved by RBI)

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

_____

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

Telephone No.

Fax No.

Email ID

Note: The Bidders are requested to upload the Bank Certificate containing above details in 1st envelope, failing which the 2nd envelope will not be opened.

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ANNEXURE XVI: BANK GUARANTEE FOR BID SECURITY

(Refer Clause 1.2.5 & 2.26)

B.G. No. Dated:

1) In consideration of Maharashtra Industrial Township Limited (MITL), represented by the Managing Director having its office in Udyog Sarathi, MIDC Office, Andheri East, Mumbai 400 093, (hereinafter referred to as the Employer, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of …… and having its registered office at……..(And acting on behalf of its JV) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for **Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis – Package A under Delhi Mumbai Industrial Corridor Project** (hereinafter referred to as "the Project") pursuant to the RFQ cum RFP Document dated issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.2.5 of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. ----------(Rupees ---------- only) (hereinafter referred to as the “Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2) Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

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

4) This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two Hundred and Forty days) from the BID Due Date inclusive of a claim period of 60 (Sixty)

days or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5) We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other THE Employer.

6) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7) In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10) It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.

12) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

13) For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.……The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [***(indicate date falling 240 days after the BID Due Date)]

Signed and Delivered by…….Bank

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

(Signature of the Authorized Signatory)

OR

Surety Bond for Bid Security

1) In consideration of you,…… (name of employer), having its office at ……, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (name of the lead bidder) and having its registered office at…….. , (and acting on behalf of its Consortium/JV) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the……(name of the works),. Project on EPC basis (hereinafter referred to as "'the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft concession/ contract agreement (hereinafter collectively referred to as "Bidding Documents"), We ……..(Name of the Surety Insurer) having our registered office at ....., and one of its Mumbai branches at……., (hereinafter referred to as the " Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause, 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs-.------ (Rupees ,.....only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall Fail to fulfil or comply with all or any of the terms and conditions contained In the said Bidding Documents.

2) Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3) We, the Surety insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. •0 .,. (Rupees ..... only) .

4) This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) day, from the Bid Due Date and a further claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5) We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be

final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6) The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7) In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty Without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8) Any notice by way or request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9) We undertake to make the payment immediately on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch Who shall be deemed to have been duly authorised to receive the said notice of claim.

10) It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11) We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12) The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this surety Bond for and on behalf of the Surety Insurer.

13) For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs.··• Crore (Rupees ••• ••crore only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before …… (indicate date falling 180 days after the Bid Due Date),

14) This Surety Bond shall also be operable at our……., branch at Mumbai, from whom confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded immediately under the said invocation.

15) The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by…….. Company

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

ANNEXURE XVII: INTEGRITY PACT FORMAT

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

This integrity Pact is made at_____on this_____ day of_____2025.

BETWEEN

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

AND

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

Preamble

Whereas, the Employer has floated the Tender {NIT No…….dated……} (hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract/s for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis – Package A under Delhi Mumbai Industrial Corridor (DMIC) (hereinafter referred to as the **"Contract"**).

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

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

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

Article-1: Commitments of the Employer

1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

   a) No employee of the Employer, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material of immaterial benefit which the person is not legally entitled to.

2) The Employer will, during the Tender process treat all Bidder with equity and reason. The Employer will in particular, before and during the Tender process, provide to all Bidder the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

a) The Employer will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

3) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article- 2: Commitments of the Bidder.

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

1) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3) The Bidder will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4) The Bidder of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principle, if any.

5) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

6) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

7) The Bidder will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

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

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

2) If the Bidder has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.

3) A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".

4) The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5) The decision of the Employer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach IEM(s) appointed for the purpose of this Pact.

6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, the Bidder shall not be entitled for any compensation on this account.

7) Subject to full satisfaction of the Employer, the exclusion of the Bidder could be revoked by the Employer if the Bidder can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

1) If the Employer has disqualified the Bidder from the tender process prior to the award according to Article-3, the Employer shall be entitled to suspend the bidder for participation in the tendering process for the work of TITL and work under other Centrally Sponsored Schemes for a period of One Year from the bid due date of this work apart from any other legal right that may have accrued to the Employer.

2) In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default. In such case, the Employer shall be entitled to forfeit the Performance Bank Guarantee of the Contractor and/ or demand and recover liquidated and all damages as per the provisions of the contract agreement against Termination.

Article – 5: Previous Transgressions

1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any

other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

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

Article – 6: Equal treatment of all Bidders.

1) The Bidder undertake(s) to demand from all JV members a commitment in conformity with this Integrity Pact, and to submit it to the Employer before contract signing.

2) The Employer will enter into agreements with identical conditions as this one with all Bidders.

3) The Employer will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder.

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

Article- 8: Independent External Monitor (IEM)

1) The Employer has appointed _____ as Independent External Monitor (herein after referred to as “Monitor”) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Execution Officer, National Industrial Corridor Development Corporation.

3) The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Employer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder with confidentiality.

4) The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Employer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6) The Monitor will submit a written report to the Chief Execution Officer, National Industrial Corridor Development Corporation within 8 to 10 weeks from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.

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

8) The word 'Monitor' would include both singular and plural.

Article – 9: Pact Duration

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

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

Article – 10: Other Provisions.

1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Employer, i.e. Mumbai.

2) Changes and supplements as well as termination notices need to be made in writing.

3) If the Bidder is in a partnership or a consortium Joint Venture member, this pact must be signed by all JV members or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Employer in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

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

For & On behalf of the Employer For & On behalf of the Bidder

(Office Seal)

Place _____

Date_____

Witness 1: (Name and Address)

Witness 2: (Name and Address)

Countersigned and Accepted By:

ANNEXURE XVIII: AFFIDAVIT FROM BIDDER FOR NON-BLACKLISTING AND ACTION UNDER INDIAN PENAL CODE FOR FALSE/ FRAUDULENT DOCUMENTS

(Affidavit to be uploaded by bidder in envelope No. 1 and in case of JV, by lead member & all Joint Ventures members on Rs.500/- stamp paper duly notarized.)

Name of work- .....

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

1) Certify that all the statements made in the required attachments are true and correct.

2) The undersigned also hereby certifies that neither our firm M/s---------- PAN No. …….have abandoned any work nor any contract awarded to us for such works have been rescinded, during last 7 (seven) years prior to the date of this bid.

3) The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4) I, the undersigned declare that as on date neither our company is blacklisted/banned, nor any action of deregistration has been taken against our company by any Government / Semi Government / Public Sector Undertaking / Urban Local body/ Municipal Corporation etc.

5) The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Department, Project implementing agency within time frame as specified in this document.

6) I am liable for action under Indian Penal Code for submission of any false / fraudulent paper / information submitted in envelope no.1.

7) I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitted by my staff, subletting company or by myself, I will be liable for action under Indian Penal Code.

8) I am liable for action under Indian Penal Code if any papers are found false / fraudulent during contract period and even after the completion of contract (finalization of final bill).

For……..

(Signature)

……

(Name & Title)

Date:

Note:

1) Nonperformance, as decided by the Employer, shall include all contracts where (i) Nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract; and (ii) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where the Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the bidder have been exhausted.

2) The above requirement is also applicable to the contracts executed by the bidder as JV member.

3) Please note the contractor & in case of Joint Venture lead member as well as all Joint Venture members shall sign the Affidavit individually and upload the same in envelope no. 1, failing which their tender will not be opened & summarily rejected.

APPENDIX IB: LETTER COMPRISING THE FINANCIAL BID

Ref: **Dated:**

Subject: Financial Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis – Package A under Delhi Mumbai Industrial Corridor.

Dear Sir,

With reference to your RFQ cum RFP document dated --------, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

1) I/ We acknowledge that the Employer will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the BID are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

2) The BID Price has been quoted by me/us after taking into consideration all the terms and conditions Stated in the RFQ cum RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the Project cost and implementation of the Project.

3) I/ We acknowledge the right of the Employer to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4) In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

5) I / We shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the RFQ cum RFP.

I / We hereby submit our Bid and offer a Bid Price (which is inclusive of Operation and Maintenance costs for 4 years and exclusive of GST of Rs. ..... (Rupees..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement. The Breakup of the above price is as follows..

Sl	Particulars	Amount in Figure	Amount in Words
1	ETS Survey, Geotech Investigation, Design, Engineering, obtaining approval on Detailed Engineering Drawings, GFC (Good for Construction) drawings, Construction, Erection, Installation, Testing and Commissioning of Roads, Stormwater Drains, Bridges, Culverts, Water Transmission mains, Water Supply		

Sl	Particulars	Amount in Figure	Amount in Words
	Distribution Network, Sewerage network, Effluent collection network, Utility ducts for Power & ICT, Power distribution system, Recycle Water Distribution Network, Avenue Plantation on EPC Basis including performance based Operation and Maintenance for 4 Years (inclusive of 4 years DLP).		
2	GST @ 18%		
	Total		

Note:

1. GST is estimated at the prevailing rate of 18%. However, the GST shall be payable as per the prevailing rate at the time of execution/ invoicing for a particular milestone/ stage of payment.

Yours faithfully,

Date:

…….

(Signature, name and designation of the Place: Authorized Signatory)

…….

Name & seal of Bidder/Lead Member:

…….

Class III DSC ID of Authorized Signatory:

APPENDIX II: GUIDELINES OF THE DEPARTMENT OF DISINVESTMENT

(Refer Clause 1.2.2)

No. 6/4/2001-DD-II

Government of India Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13th July 2001.

OFFICE MEMORANDUM

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

a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the Bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the Bidding party or by any sister concern of the Bidding party would result in disqualification. The decision in regard to the relationship between the sister concern would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

e) The disqualification criteria would come into effect immediately and would apply to all Bidders for various disinvestment transactions, which have not been completed as yet.

f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The Bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

Sd/- (A.K. Tewari)

Under Secretary to the Government of India

APPENDIX III: FORMAT FOR PRE-BID QUERIES

Name of Work: **Bid for Tender dated [date] for selection of contractor for Design, Construction, Testing, Commissioning and Operation & Maintenance of Infrastructure Works at AURIC -Bidkin Industrial Area (BIA) Sector B & C on EPC Basis – Package A under Delhi Mumbai Industrial Corridor.**

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

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APPENDIX IV: GUIDELINES FOR CONVERSION TO INR

Wherever a Bidder states a monetary amount, Bidders should indicate the INR equivalent using the rate of exchange determined as follows:

1. For construction turnover or financial data required for each year, the exchange rate prevailing on the last day of the respective Financial Year (in which the amounts for that year is to be converted) was originally established.

2. For the purpose of conversion of foreign currency to Indian rupees (INR), the Bidders shall use the reference rates of foreign currency published by:

   (a) Reserve Bank of India (www.rbi.org.in).

   (b) In case the exchange rate is not published by Reserve Bank of India, then the "selling rate" of such currency shall be taken from the web site: http://www.oanda.com.

   (c) In case a particular currency rate is not available on the above website also, then the "mid-market" rate of such currency shall be taken from the following internet web site: http://www.xe.com.

Any error in determining the exchange rates in the Bidder may be corrected by the Employer.