

Corrigendum-II

Name of work: : Appointment of Agency for Recruitment of Staff in Maharashtra Metro Rail Corporation Limited (Nagpur Metro Rail Project) against Various Posts (Second Call)

Tender no. : N1HR-03/2017 Dated: 26/02/2017

Tender no (As per portal): 78

Sr. No.	Page No.	Tender Document Reference Number	Content of Tender Doc. for Clarification	Queries/request	Response
1	28	3.1 General Descriptions: -	2) c) - partner	We understand that the bidders are allowed to have partners who would handle some aspect of the activities – while Bidder owns sole responsibilities. Please confirm.	Your understanding is incorrect. The partner referred to in this said clause pertains to Conflict of Interest, in case of two bidders having a common partner.
2	29	3.2 Minimum Eligibility Criteria	Similar works experience	We wish to highlight Client completion certificates are typically released in the client's format and without the rate confirmation as client require the agency to sign an NDA and would never add the rate in the client reference doc– all other details would be available on the certificate. We assume CA Certificate would suffice. Please confirm.	Client completion certificate along with the untampered LOA in which the total awarded value is mentioned and invoices raised certified by CA may be considered for evaluation.
3	36	5.2 PRELIMINARY WORKS:	e) The online application should be designed to handle high volume of applications. The web application should be hosted on the highly reliable dedicated server (s) with sufficient bandwidth for the entire period of recruitment cycles as decided by MAHA-METRO	Please confirm if 2-3 lakh application is the average expected volume for a single drive? If not then please share indicative min. and max application counts.	Cannot be predicted as on date

4				A. We assume that the exam fees need to be collected only through online payment mode. Please confirm.	Yes
5	37	5.2 PRELIMINARY WORKS:	Provision for payment of the application fees through payment gateway using Credit Card/ Debit Card/ Net Banking and provision of printing fee paid receipt. This provision of payment shall have facility to enable or disable. The Service provider shall provide a link to MAHA-METRO's bank account through payment gateway on his website to collect the Examination fees. The payment gateway shall be arranged by service provider	B. We assume the payment collected as registration fees from applicant will be credited directly to Maha-Metro bank account. Please confirm.	Yes
6				C. Please confirm if the transaction charges for online payment transactions (Credit Card/Debit Card, Net banking, etc.) will be borne by the candidate or MAHA-METRO.	Shall be borne by candidate if any.
7	38	5.2 PRELIMINARY WORKS:	3) b) Admit Card dispatch	If the admit card is uploaded on portal for candidate to download and print as well emailed on candidates' registered email id - would this not suffice? This is the regular trend these days even for most high stake competitive exams we conduct. Printing and dispatching hard copies through registered post will add to the cost and time – please confirm if it is mandatory?	Dispatching of Admit cards by Speed post is mandatory.

8	38	5.3) PRE-EXAM/TEST PREPARATIONS	Fixing the Venue to the satisfaction of MAHA-METRO to conduct written/online examination in Nagpur only including rental, seating, invigilation, and supervision	A. Please confirm if the project is meant for Online Computer Based exams or OMR Based exams as there are several sections of the tender document referring to OMR /Pen Paper based exam	As per Bid documents.
9				B. How many such online computer based exam event/drives are expected to happen in a year?	Cannot be predicted as on date
10				C. Please indicate tentative anticipated online CBT exam volumes per year	Cannot be predicted as on date
11				D. We assume exams will be held only on weekends. Please confirm.	Yes
12				E. As per historical trend, please share highest and lowest eligible candidate count expected for exams per cycle/event	No such information is available.
13				F. Please share list of locations where Exam center would need to be identified and setup other than Nagpur to facilitate center closer to candidate residence.	Examination Center will be in Nagpur only.
14				G. While registration Portal can be deliverable by single vendor - Is it possible to have bidders participate and bid specifically for Offline Pen-Paper based Exam and Online CBT Exam so that Maha-Metro has 2 vendor with capabilities for resp. delivery mode?	Cannot be acceded to.
15	39	5.3) PRE-EXAM/TEST PREPARATIONS	i) Setting of question paper shall be arranged by MAHA-METRO	A. We understand the QB content for all Test Papers and master keys will be provided in required standard xls format by MAHA-METRO for upload in online exam software prior to the exam. Please confirm.	The data will be provided in available format by Maha-Metro. The successful bidder has to convert it in xls format. The QB content shall be provided before exam and master key will be provided on completion of exam.

16				B. We assume the medium for exam will be English only. Please confirm.	Medium of Examination may be English/Hindi/Marathi
17				C. Please provide expected no. of questions per paper.	Shall be decided during preparatory stage of Examination.
18				D. Please specify No. of modules / subjects for the exam.	Shall be decided during preparatory stage of Examination.
19				E. Please provide the Names of the modules / subjects.	Shall be decided during preparatory stage of Examination.
20				F. Please confirm Whether the QP printing for offline exams requires multiple QP codes.	Yes
21				G. Please confirm When the QP printing for pen-paper based needs to be done (No. of days / hours before the exam)	Not more than 24 hours prior to scheduled examination timing.
22				A. Please confirm at approx. how many locations would the Psycho test / Interview be held and for how many days?	The Psycho test/ Interview shall be held in Nagpur only and days will be based upon the number of candidates.
23	39	5.3) PRE-EXAM/TEST PREPARATIONS	I) Psycho test / Interview	B. We assume that only shortlisted candidates would be called for the Psycho test & Interview – pl confirm At how many locations approx. Would the Psycho test and Interview be held? as deploying staff biometric verification at these events would add to the cost	The shortlisted candidates shall be called for Psycho test/ Interview. The location of Interview will be in Nagpur only. Biometric verification for thee shortlisted candidates is necessary at the time of Psycho Test/Interview.

24	43	6.2. MILESTONES	Integration of website with MAHA-METRO's website - 15 days from POA issue	For the master application, we request that 30 days be provided	Request cannot be acceded to.
25	73	LIST OF DOCUMENT TO BE ENCLOSED	11) List of professionals with PF	A. Please confirm if Maha-Metro require the PF details of only the staff that would be dedicated for the project? or all the employees of the organization ?	Only PF details of all Executive Level staff (managerial /technical staff only) of the organization which includes the employees involved in recruitment related works.
26				B. Instead can we provide the Employment ID with HR Head self-declaration on letter head – would this suffice?	Cannot be acceded to.
27				C. We can understand if Maha-Metro require details of the project team but if required for all employees we would need to understand why? As this is confidential company information? Would a letter from the HR head confirming the total number of employees suffice?	Refer Section - 4 Evaluation Criteria. The other Request cannot be acceded to.
28		Section No- 4 Evaluation Criteria		<p>We are unable to calculate technical score. For example, Formula to calculate marks for average annual turnover of the firm is, $S(AT)=15 \times H/TH$</p> <p>Where, TH: Highest average annual turnover of a bidder among all the bidders.</p> <p>Now, We don't know the TH value to calculate the marks, because we don't know the highest average annual turnover of bidder among all the bidders. So, Please specify the limit for that value to calculate technical score. Please specify the limit for that value (TH value) in all technical evaluation steps.</p>	Please refer Section - 4 Evaluation Criteria.

29				<p>For checking the eligibility criteria of service provider's number of year(s) experience for providing Recruitment service, merely Registration Certificate should not be sufficient. Rather, client's certificate for service provider having provided such service should be asked for</p>	<p>Request cannot be acceded to.</p>
30				<p>For keeping the unit price confidential, completion certificates issued by clients usually do not have the value of work handled by the Service provider although the volume of work handled is certified. Service provider should be allowed to submit copy of their invoice raised for respective clients to prove the value of work handled.</p>	<p>Client completion certificate along with the untampered LOA in which the total awarded value is mentioned and invoices raised certified by CA may be considered for evaluation.</p>
31				<p>At the online application stage, no supporting documents / testimonials should be required to be uploaded by the candidates. Declaration is taken from candidates that s/he fulfils the minimum eligibility required for the post applied. In case of any wrong information, his / her candidature is subject to be rejected. Validation / scrutiny of supporting documents / testimonials should be undertaken at later stage after candidate qualifies written test.</p>	<p>Cannot be acceded to.</p>
32				<p>For physical dispatch of admit cards to candidates for appearing in written exam, will the Registered post charges be reimbursed by Maha-Metro at actuals?</p>	<p>The price of postage is deemed to be inclusive in the quoted price of item -2 of Schedule A.</p>

33			Setting up of processing center & office in Nagpur should not be mandatory as Service provider will have better infrastructure & process at their own processing center. Also this is important from the point of maintaining confidentiality of the recruitment exam process & avoid exposure of Service provider to the outside world. Maha-Metro can deploy their team to supervise the work being undertaken by the Service provider at their premises.	Cannot be acceded to.
34			Setting up of help desk can be done at Service provider's office location & not only in Nagpur / Maha-Metro premise – pls confirm	Accepted
35			Capturing of candidate's biometrics should be done in classroom only at by not setting registration centre outside the class room. This is better & relatively safer method for biometric capture of candidates.	Accepted
36			Since question paper setting shall be undertaken by Maha-Metro, maintaining its security & confidentiality shall be joint responsibility of Maha-Metro & the Service provider	Security and Confidentiality of question paper will be responsibility of service provider once it is handed over for uploading/printing to service provider.
37			Online Application forms filled by candidates need not be printed and kept as a record for future reference if required. These are kept in soft format and can be retrieved, printed as & when required.	Cannot be acceded to.
38			Do we consider that the service provider needs to conduct 2 drive in a year (1 in online mode and another in paper based mode): Please confirm	Cannot be predicted as on date

39				As the volume of candidates would be high and the exam needs to be conducted only in Nagpur, we request Maha-Metro to consider conducting the examinations in multiple days and batches due to limited no. of seats availability in Nagpur or else increase the no. of exam cities (in major cities of Maharashtra).	Accepted
40				As per the provision of tender document, exam may be conducted in more than one batch (if the number of candidates are large), weightage should be given for service provider's capability & past experience for having conducted exams in multiple batch and declared result using Equating methodology for Govt. department clients that has stood the legal scrutiny.	Cannot be acceded to.
41	38	Section No-5 5.3) Pre-exam/ Test Preparation	Arrangements of Videography of full Examination process from start to end at each examination centre and each rooms by CC TV. Each examination centre shall have a Hand held video camera also to record the activities which is not in the reach of CCTV or as per requirement of any situations. . The complete recording shall be clear, identifiable and preserved & handed over in CD/DVD / HDD by service provider to Maha-Metro.	Please confirm if both the services (CCTV and hand held video camera) are required during the exam?	Yes. Basic videography shall be with CCTV cameras with support of video cameras as maybe required and decided jointly.
42		Section 9 Financial Bid		Price bid should not be asked for activities under each category separately as in Schedule A – Application processing, Schedule B - Online exam & Schedule C - OFFLINE PAPER-PEN or OMR EXAMINATION. Instead it should ask for 2 quotes only (one for end to end activities related to conduct of offline exam (including Application processing) and another for online exam (including Application processing)	Cannot be acceded to.

43				May I know the below mentioned tender is Open or Limited.1. Tender No-N1HR-03/2017 , Dated: 26.02.2017	Tender Document is self-explanatory and sufficient publicity city has been given besides the tendering be online.
44				2. Is EMD equal with Tender security?	EMD and Tender Security is synonymous
45				We request you for Exemption from remittance of tender document fees /EMD for the units holding SSI/NSIC Registration.	Cannot be acceded to.
46	9	Annexure-2A. Bid Data Sheet 15.c and 15.d	(c) The bidding entity (Proprietorship , Partnership, Private Limited, Public Limited, PSU, Joint Venture /Consortium, SPV as the case may be) may sign the bid through a legal Power of Attorney (POA) duly signed and stamped, authorizing an individual as its authorized signatory, inter alia, to sign and submit the Bid. The formats of the Power of Attorney provided in Section-7: Forms. (d) 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. This power of attorney should be registered at appropriate statutory authority in the jurisdiction & as per that law of the country, where the Power of Attorney is being issued and easily verifiable.	We request to accept the Power of Attorney to be submitted as per our format.	Cannot be acceded to.

47	31	3.2- Minimum Eligibility Criteria Cl.7	Website: Bidder firm/company/agency should have separate and dedicated web-site for recruitment process. (Website address/link/URL is to be clearly mentioned in Form B-1 Section-7).	We will develop dedicated website/ application form URL for Maha-Metro once the contract is awarded.	Accepted. But proof of already dedicated website for recruitment process from past experience of completion of work completed is to be mentioned with proofs as may be available.
48	36	5.2 PRELIMINARY WORKS: PLANNING AND EXECUTION OF ONLINE RECEIPT & PROCESSING OF APPLICATION Cl.5.2.1.c	Maintaining dedicated server for entire period of recruitment cycles initially for three years with requisite bandwidth.	We will leverage Tier III data center for hosting application and maintaining the database. Hope this will suffice the requirement	As per Tender Conditions.
49	42	Section 6, Condition of Contract Cl.6.1.e	Bidder should have separate website for recruitment process.	We will develop dedicated website/ application form URL for Maha Metro once the contract is awarded.	Accepted.
50	46	Section 6, Condition of Contract 6.4) ADVANCE PAYMENT a)	5% advance amount of accepted contract value shall be paid to successful bidders on submission of Bank Guarantee of 110% of requested amount, issued from scheduled commercial bank having business office in India.	Please provide clarity with regards to the Bank Guarantee of 110% and rest of the clause.	The clause is self-explanatory and as per policy of Maha-Metro.
51	55	Form B1 (5)	Website address/URL for conducting online recruitment process	The URL for conducting the online recruitment process for Maha Metro will be created once the contract is awarded	Accepted. But proof of already dedicated website for recruitment process from past experience of completion of work completed is to be mentioned with proofs as may be available.

52	74	Section 8 List of document to be enclosed (9)	Value (Awarded amount) of a single largest contract of similar work completed during last seven (07) years (preceding years reckoned from 30th September 2016). - Copy of LOA to be attached.	We propose that the requirement of 7 years may be waived or be reduced to 5 years like the other requirements of experience.	Amended as: Value (Awarded amount) of a single largest contract of similar work completed during last five (05) years (preceding years reckoned from 31st December 2016). - Copy of LOA to be attached.
53	44	SECTION – 6 CONDITION OF CONTRACT (v)	The Service Provider shall be contactable at all times and message sent by email/Fax/Special Messenger from MAHA-METRO to the Service Provider shall be acknowledged immediately on receipt on the same day.	We suggest, the timings should be working hours and mutually agreed upon project timelines.	Shall acknowledge & respond within 24 Hours.
54	43	SECTION – 6 CONDITION OF CONTRACT .6.12) TERMINATION OF THE CONTRACT a,b	a) In case of any material violation (As described in Section-5, Scope of Work read with Section 9. Financial Bid and any terms and conditions described in bid documents) by the Service Provider, MAHA-METRO reserves its right to unilaterally terminate the contract. In case of any dispute. b) The contract may also be terminated before the contract period owing to deficiency in service or substandard quality of by the selected Service Provider or cessation of the requirement of work. MAHA-METRO, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected service providing firm/company	We request this clause to be rephrased as In case of any material violation (As described in Section-5, Scope of Work read with Section 9. Financial Bid and any terms and conditions described in bid documents) by the Service Provider, the termination of the contract shall be according to the terms and conditions agreed between both the parties in the separate agreement to be signed by them. In case of any dispute. The contract may also be terminated before the contract period owing to deficiency in service or substandard quality of by the selected Service Provider or cessation of the requirement of work. Maha-Metro, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected service providing firm/company	Request cannot be acceded to.

55	16	Annexure-2A. Bid Data Sheet Sr. No. 40	<p>Tampered / altered/ fabricated or concealed information All submitted work certificate, documents shall be exact certified copy of original, without any change / alteration / correction / concealment / forging / Tampering / fabrication. Any document pertains to bidders eligibility criteria or evaluation criteria or for whatsoever stipulated anywhere in bid document, submitted by bidder with partial, incomplete, hidden, tampered or concealed information, shall not be consider in support of eligibility, evaluation or what so ever mentioned in tender document.</p>	<p>We is bound by a NDA clause with its clients & end customers which states that any Work orders/ Experience certificates being shared should be void of the sensitive information pertaining to price per candidate.</p>	<p>Request cannot be acceded to. Please refer to Sn. 02 of this corrigendum.</p>
56	30	Section-3 (Eligibility Criteria) Note	<p>Experience Certificate of Completed Works signed & stamped by Client/Employer with address & contact number /email ID, clearly describing the number of applications processed/ handled by the bidders under the contract for which the contract has been issued & Awarded Value /Amount received (excluding service taxes) towards this similar work.</p>	<p>The Experience Certificate is received from customer specifies only the candidate count and not the value of the project as a part of the NDA agreement signed with the client and thus We request that experience as mentioned with only candidate count be acceptable.</p>	<p>Request cannot be acceded to. Please refer to Sn. 02 of this corrigendum.</p>

57	30	Section-3 (Eligibility Criteria) Note.iii	All submitted work certificate, documents shall be exact certified copy of original, without any change / alteration / correction / concealment / forging / Tampering / fabrication. Any document pertains to bidders eligibility criteria or evaluation criteria or for whatsoever stipulated anywhere in bid document, submitted by bidder with partial, incomplete, hidden, tampered or concealed information, shall not be consider in support of eligibility, evaluation or what so ever mentioned in tender document.	We request this clause to be rephrased as In case of any material violation (As described in Section-5, Scope of Work read with Section 9. Financial Bid and any terms and conditions described in bid documents) by the Service Provider, the termination of the contract shall be according to the terms and conditions agreed between both the parties in the separate agreement to be signed by them. In case of any dispute. The contract may also be terminated before the contract period owing to deficiency in service or substandard quality of by the selected Service Provider or cessation of the requirement of work. Maha-Metro, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected service providing firm/company.	Question is not relevant to Clause referred.
58	37	Section-5 (Scope of Work) 2	Printing hard copies of applications, scanning and processing of photographs, Signature etc. Sorting of application forms as per post and category. Online Application forms filled by candidates, required to be printed and kept as a record for future reference if required.	Please confirm that the printing of the Online Application forms and keeping as a record for future reference shall be done by Maha Metro (Maha-Metro).	The printing, Scrutiny and compilation of online application forms shall be done by service provider and shall be handed over to Maha-Metro.
59	33	Section-4 (Evaluation Criteria) Technical evaluative Point V.	Number of professionals (Management & Technical staff only engaged in handling of placements / recruitment services) employed on roll of bidder with their PF details.- Employees whose PF details are not submitted will not be taken into consideration for evaluation.	Please Provide the Criteria to identify a personnel as a management and a Technical staff. Is there is any qualification parameter that would define the above mentioned Staff Personnel.	Please refer to reply of Sn. 25 of this corrigendum

60				Is this RFP for one event or for multiple events to conduct during the contract period? If for a multi-event contract, what would be the expected no. of candidates in each event?	This RFP is for multiple events during the entire contract period. The expected number of candidates in each event cannot be predicted.
61	25	Annexure-2-B Limitation of Liability of Merchant/ Payment Gateway,	Limitation of Liability of Merchant/ Payment Gateway	We request deletion of the existing clause : Limitation of Liability of Merchant or Payment Gateway Since it is Maharashtra metro rail Project tying up with Merchant/Payment gateway, Limitation of liability clause related to merchant/payment gateway should not be made a part of agreement between We and Maharashtra Metro rail (Maha-Metro) and thus We request the deletion of this clause.	This clause is pertaining to submission of Bid security, cost of Bid documents etc. for facilitating submission of tender only.
62	42	Section-6 (Condition of contract) 6.1.n	The Service Provider shall indemnify and hold Maha-Metro harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Service Provider.	We request deletion of the existing clause:	Cannot be acceded to.



63	45	Section-6 (Condition of contract) 6.6, Insurance	<p>a) Successful Service Provider shall arrange proper & adequate insurance cover to all his assets, people and staff engaged in the execution of work (including the third party if required) at his own cost.</p> <p>b) All liabilities arising out of accident or death of the staff & employee of service provider, while on duty shall be borne by the Service Provider.</p> <p>c) All medical expenses / compensation towards the sickness / disability of personal shall be arranged by Service Provider at his own expenses.</p> <p>d) Any losses of assets, loss of human life, loss of profit in business shall not be compensated by MAHA-METRO.</p>	We request deletion of this entire clause.	Cannot be acceded to.
64	46	Section-6 (Condition of contract) 6.10, Penalty	The successful service provider shall strictly follow the milestones provided at clause no. 6.2 above. Any deviations from the time schedules gives in the milestones shall not anticipated from service prodder. If any delay occurs in the part of service provider a penalty of Rs. 20,000(Twenty thousand only)/week shall be levied and recovered from the forthcoming bills.	<p>We request following changes to the existing clause:</p> <p>The successful service provider shall strictly follow the milestones provided at clause no. 6.2 above. Any deviations from the time schedules gives in the milestones shall not anticipated from service provider. If any delay occurs in the part of service provider a penalty at 5% of the Exam Value shall be levied</p>	Cannot be acceded to.
65	47	Section-6 (Condition of contract) 6.13, LIMIT OF LIABILITY	<p>i. The liability of service provider / successful contractor under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>ii. The liability of service provider to MAHA-METRO shall be limited up to</p>	<p>We request following changes to the existing clause:</p> <p>i. Neither Party shall be liable to the other for any special, indirect, incidental, consequential damages, loss of revenue, loss of data, loss of profit, exemplary or punitive damages, whether in contract, tort or other theories of law, even if</p>	<p>Amended as:</p> <p>6.13 LIMIT OF LIABILITY</p> <p>Limitation of the Service Liability towards the Client:</p>

the awarded cost of the work

iii. The service provider shall, subject to the limitation specified in Clause 6.13 (ii) above, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to:

a. Deficiency in services rendered by the service provide,

b. In case of the case of gross negligence or willful misconduct on the part of the Service provider's or on the part of any person or a firm acting on behalf of the Service provider's in carrying out the Services, the Service provider's, with respect to damage caused by the Service provider's to the Client's property. This limitation of liability shall not include:-

vi. The service provider's liability, if any, for damage to Third Parties caused by the Service provider's or any person or firm acting on behalf of the Service provider's in carrying out the Services;

(a) be construed as providing the service provider with any limitation or exclusion from

(b) liability which is prohibited by the Applicable Law

the Party has been advised of the possibility of such damages.

ii. The total aggregate liability of service provider to MAHA-METRO shall be limited up to the awarded cost of the work

iii. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; (ii) breach of the license conditions and obligations in respect of use of Service Provider's Application System. Service Provider shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of MAHA METRO to perform any of MAHA METRO's obligations. In such event, Service Provider shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge MAHA METRO for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

i. The liability of service provider / successful contractor under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

ii. Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, other than specifically provided as any obligation of the Party in the Contract.

iii. The limit of liability of service provider to MAHA-METRO shall be limited up to the awarded cost of the work.

iv. The service provider shall, subject to the limitation specified in Clause 6.13 (ii) above, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to:

(a). Deficiency in services rendered by the service provider,

(b). In case of the case of gross negligence or willful misconduct on the part of the Service provider's or on the part of any person or a firm acting on behalf of the Service provider's in carrying out the Services, the Service provider's, with respect to damage caused by the

66	48	Section-6 (Condition of contract) 6.15, Statutory Obligations	<p>c) The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise.</p> <p>d) In case, the service providing firm/company fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof Maha-Metro is put to any loss, obligation, monetary or otherwise, Maha-Metro will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the firm/company, to the extent of the loss or obligation in monetary terms.</p>	<p>We request following changes to the existing clause: ***</p> <p>c) The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgements evidencing filing of returns every year</p> <p>d) Deletion of clause 6.15 d</p>	Cannot be acceded to.
67	49	Section-6 (Condition of contract) 6.17, Legal	c. Any third party claim out of preview of Contract Agreement with MAHA-METRO, shall be sole responsibility of successful bidder.	We request deletion to the existing clause:	Cannot be acceded to.
68	71-72	Form-C-4 Advance Payment Security	Advance Payment Security Demand Guarantee	We will Agree to submit a Performance bank guarantee as a security instead of the Advance Payment Security.	As per Bid documents.